

# WACONIA CITY COUNCIL REGULAR MEETING AGENDA



Monday, December 22, 2025  
6:00 PM

## VISION STATEMENT

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

## MISSION STATEMENT

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

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

---

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

Those with items on the agenda should reach out to their staff contact. Others who wish to participate in the meeting, please contact the City Administrator at 952-442-3100 or [sfineran@waconiamn.gov](mailto: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) **Public Information Meeting - Franchise Fees**
    - Motion to Open the Public Hearing
    - Motion to Close the Public Hearing
    - Public Information Meeting - Franchise Fees & Proposed Ordinance Changes
  - 2) **2025 Fee Schedule Ordinance Amendment**

Motion to Open the Public Hearing

Motion to Close the Public Hearing

Motion to Adopt Ordinance No. 785 Amending Chapter 1100 of the Waconia City Code Related to Permits, Licenses, and Fees and to Authorize Summary Publication.

Motion to Adopt Resolution No. 2025-283 Summary Publication of Ordinance No. 785.

**6. OPEN FORUM**

**7. COMMUNITY INTEREST PRESENTATIONS**

**8. ADOPT CONSENT AGENDA**

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

**1) Approve the December 1, 2025, City Council Minutes**

**2) Approve December 22, 2025 Expenditures**

**3) Safari Island Community Center Expenditures from Sports Facilities Companies Incurred November 2025**

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

**4) Ice Arena Expenditures from Sports Facilities Companies Incurred November 2025**

Motion to Approve Ice Arena Expenditures from Sports Facilities Companies Incurred November 2025

**5) Water Treatment Plant 3 Change Order No 2 - Flow Control Piping**

Adopt Resolution No. 2025-284 Approving Change Order 2 for WTP3 Flow Control Piping

**6) Authorize Staff to Solicit Pricing for Street Lighting Equipment - 2026 Downtown Street Reconstruction Phase 4**

Adopt Resolution No. 2025-285 Authorize Bid for Lighting Equipment

**7) Authorize Staff to Solicit Pricing for 2026 Capital Projects and Equipment Acquisitions**

Adopt Resolution No. 2025-286 Authorizing Staff to Solicit Pricing for 2026 Capital Projects and Equipment Acquisitions

**8) Ordinance Amending Chapter 320 - Streets, Sidewalks, and other Public Spaces; the "Right-of-Way Ordinance"**

Adopt Ordinance No. 786 Amending Section 320 of the City Code Regarding Streets,

Sidewalks, and other Public Spaces  
Adopt Resolution No. 2025-287 Approving Summary Publication of Ordinance No. 786.

- 9) **Appointment of Utility Maintenance Worker**  
Adopt Resolution No. 2025-288 Appointment of Utility Maintenance Worker
- 10) **Donation and Approve Pass Thru Recommendation - Waconia Fire Relief Association**  
Adopt Resolution No. 2025-289 Accepting Donation and Approving Pass Through Recommendation from Waconia Fire Relief Association
- 11) **Sale or Disposal of Surplus Equipment**  
Adopt Resolution No. 2025-290 Approving Surplus Equipment and Sale
- 12) **Approve Investment Portfolio Diversification Due to Unspent Bond Proceeds - Fiscal Year End 2025**  
Adopt Resolution No. 2025-291 Approving Investment Portfolio Diversification Due to Unspent Bond Proceeds - Fiscal Year End 2025
- 13) **Minnesota Department of Health Source Water Protection Plan Grant Application**  
Adopt Resolution No. 2025-292 Authorizing Minnesota Department of Health Source Water Protection Plan Grant Application
- 14) **2026 Law Enforcement Contract**  
Adopt Resolution No. 2025-293 Approving the 2026 Law Enforcement Contract
- 15) **2026 Joint Assessment Contract**  
Adopt Resolution No. 2025-294 Approving Service Agreement for Joint Assessment
- 16) **Approve Retrofit Lighting Projects at Public Services & City Hall Facilities with Choice Electric**  
Adopt Resolution No. 2025-295 Approving Retrofit Lighting Project with Choice Electric at Public Services & City Hall Facilities
- 17) **Approve Asset Management Expert Services Agreement - OpenGov Asset Management System**  
Adopt Resolution No. 2025-296 Approving Asset Management Expert Services with OpenGov
- 18) **Electrical Room Mini-Split at Water Treatment Plant Replacement**  
Adopt Resolution No. 2025-297 Approving Electrical Room Mini-Split Replacement at Water Treatment Plant
- 19) **Amendment to the City's Financial Policy and Guidelines**  
Adopt Resolution 2025-298 Amending the City of Waconia Financial Policy and Guidelines
- 20) **Purchase Agreement with 10401 BRE GROUP LLC for 401 13th Street East**  
Adopt Resolution No. 2025-299 approving the purchase agreement with 10401 BRE GROUP LLC for the property located at 401 13th Street East.
- 21) **Authorize Request For Proposals — Small Area Plan for 801 Highway 284**  
Motion to authorize staff solicit proposals for a small area plan for the property

located at 801 Highway 284.

**22) Steep Slope Permit - 25 Lake Street East**

Adopt Resolution No. 2025-300 approving the Steep Slope Permit for the property located at 25 Lake Street East.

**23) Park Board Appointments**

Adopt Resolution No. 2025-301 Appointing Park Board Members

**24) Accept Community Growth Partnership Initiative Grant Proceeds - Carver County CDA**

Adopt Resolution No. 2025-302 Accepting Community Growth Partnership Initiative Grant Proceeds from the Carver County CDA

**25) Accept Contamination Clean-up and Investigation Grant Proceeds from Minnesota Department of Employment and Economic Development**

Adopt Resolution No. 2025-303 Accepting Community Growth Partnership Initiative Grant Proceeds from the Carver County CDA

**26) Tobacco License Application Renewals**

Adopt Resolution No. 2025-304 Approving Tobacco License Applications

**27) Liquor License Application Renewals**

Adopt Resolution No. 2025-305 Approving Liquor License Applications from February 1, 2026 through January 31, 2027.

**28) Waste Hauler and Recycle Hauler Application Renewals**

Adopt Resolution No. 2025-306 Approving Waste Hauler and Recycle Hauler Licenses

**9. COUNCIL BUSINESS**

**1) Amend City Code Section 200.09 Changing Mayor and City Council Salaries**

Approve Ordinance No. 787, Amendment Chapter 200.09 of City Code pertaining to City Council and Mayoral Salaries

**2) Approve Final Tax Levy Collectable in 2026**

Adopt Resolution No. 2025-307 Approving the Final Tax Levy Collectible for 2026

**3) Adopt 2026 Final Budget**

Adopt Resolution No. 2025-308 Adopting 2026 Budget for all General, Enterprise, Special Revenue, Capital Project, and Debt Service Funds

**10. ITEMS REMOVED FROM CONSENT AGENDA**

**11. STAFF REPORTS**

**12. BOARD REPORTS**

**1) Staff Reports**

a. Law Enforcement Update, Sgt. Jon Howard

**2) Councilmember Siddons**

- 3) **Councilmember Coleman**
- 4) **Councilmember Gleason**
- 5) **Councilmember Grengs**
- 6) **Mayor Litfin**

- a. Summary of December 8th, 2025 Closed Session to Evaluate the Performance of Shane Fineran, City Administrator

**13. ANNOUNCEMENTS**

**14. ADJOURN REGULAR MEETING**

**OFFICE OF THE CITY ADMINISTRATOR  
Shane Fineran**

**WORK SESSION: ON STREET PARKING REGULATIONS, COUNCIL TRAVEL  
STIPEND, CITY ADMINISTRATOR 2026 GOALS**

UPCOMING CALENDAR OF EVENTS/MEETINGS:



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 5.1. Public Information Meeting - Franchise Fees	
<b>Originating Dept:</b> Finance	
<b>Presented By:</b> Nicole Meyer	
<b>Previous Council Action:</b>	
<b>Item Type:</b>	Discussion
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Public Information Meeting - Franchise Fees & Proposed Ordinance Changes	
<b>EXPLANATION OF AGENDA ITEM:</b>	
<p>Staff will provide a brief presentation on franchise fees and proposed ordinance amendments the City Council is considering amending in January 2026. A selection of the slides to be discussed at the meeting is included with this memo. Additional information and handouts will be provided at the meeting. After the presentation, the City Council will open the session for comments from the public that are in attendance. All the information provided at the public information meeting is available on the City's website: <a href="http://www.waconiamn.gov">www.waconiamn.gov</a></p> <p>A final decision on the proposed changes to franchise fees and ordinances will not be considered for decision by the City Council until Tuesday, January 20, 2026.</p>	
<b>ATTACHMENTS:</b>	
1. Franchise Fee Public Hearing 12-22-2025	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	



# Franchise Fees Public Information Meeting

Monday, December 22, 2025

6:00 p.m.

# About Franchise Fees



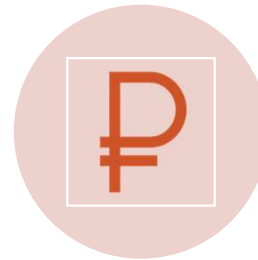
City has franchise agreement with utility companies for use of publicly-owned right-of way for their business purpose.



Minnesota State Statute 216B.36 outlines that cities may charge utility companies a fee to manage the use of the publicly-owned right of way to deliver service.



Franchise fees can be used by local governments for specific programs or projects within their jurisdiction.



Once established, utility companies are required to collect the fee and do so through the customer's utility bill.

# What Will Franchise Fees Be Used For?

- Pavement Management Program
  - Neighborhood Mill & Overlay Projects
- Playground Replacement
  - 20 Year Replacement Cycle
  - 20 Neighborhood Playgrounds in the City
  - Many Established Between 1998-2010



# Benefits of Franchise Fees Over Property Taxes



New construction would contribute immediately which would eliminate the one to two-year lag for the City to receive property taxes for property owners receiving municipal services.



A wider base than property taxes; property taxes exempt renters, non-profits, schools, and other entities that use the public infrastructure pays franchise fees.



Ensure local control of predictable revenue and that repairs stay on schedule and in accordance with the City's Pavement Management Plan & Playground Replacement Schedule.

# Next Steps & Implementation Plan



DECEMBER 22, 2025  
PUBLIC INFORMATION MEETING



JANUARY 5, 2026  
CITY COUNCIL WILL CALL A PUBLIC  
HEARING FOR ORDINANCE & FEE CHANGES



JANUARY 20, 2026  
CITY COUNCIL WILL CONSIDER APPROVAL  
OF THE ORDINANCE & FEE CHANGES



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 5.2. 2025 Fee Schedule Ordinance Amendment	
<b>Originating Dept:</b> Finance	
<b>Presented By:</b> Nicole Meyer	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Discussion
<p><b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Motion to Adopt Ordinance No. 785 Amending Chapter 1100 of the Waconia City Code Related to Permits, Licenses, and Fees and to Authorize Summary Publication.          Motion to Adopt Resolution No. 2025-283 Summary Publication of Ordinance No. 785.</p> <p><b>EXPLANATION OF AGENDA ITEM:</b></p> <p>Under Minnesota law, the City must hold a public hearing before a zoning ordinance is amended. Chapter 1100 of the City's Code contains zoning and land use fees charged by the City. Changes to these types of fees require a public hearing. Therefore, the City will hold a public hearing for the entire fee schedule each year to avoid inadvertently violating this requirement for land use/zoning fee changes. The fee schedule changes include fees changed that are incorporated into the 2026 budget. Other corrections and updates have been added for items that have changed in cost or are added services provided by the City throughout 2025.</p> <p>The fee changes are to be effective January 1, 2026 after adoption.</p> <p>With Council's approval, staff will publish the updated fee information in the Waconia Patriot and update Ordinance No. 1100 on the City's website.</p> <p><b>ATTACHMENTS:</b></p> <ol style="list-style-type: none"> <li>1. Resolution No. 2025-283 Summary Publication</li> <li>2. Fee Schedule Updates 12-22-2025</li> <li>3. Fee Schedule Ordinance</li> </ol>	
<b>FINANCIAL IMPLICATIONS:</b>	
Funding Sources & Uses:	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Budget Information:	Planning Commission:
_____ Budgeted	Park Board:
_____ Non-Budgeted	Personnel Committee:
_____ Amendment Required	Other:

**CITY OF WACONIA  
RESOLUTION NO. 2024-283**

**RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO. 785**

**WHEREAS**, the City Council ADOPTED Ordinance No. 785 on December 22, 2025,  
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 finds are incorporated as resolutions of the City Council.
2. The following official summary of Ordinance No. 784 is hereby approved.

ORDINANCE NO. 785 AMENDING Chapter 1100 of the Waconia City Code  
Related to Permits, Licenses, and Fees.

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.

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

Passed and adopted by the City Council on this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin Mayor

Attest: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator

City of Waconia Fee Schedule  
Section 1100 of the City Ordinances

Adopted As of: DRAFT - January 1, 2026  
Last Amended: 3/17/2025

Department	Fee Description	Current Rate	Proposed New Rate	Unit	Related Code	Additional Information
<b>Parks</b>						
<b>Facility Rental</b>						
	Fields-no lights-#5 - #8	\$ 30.00		Hour	235	
	Field with Lights	\$ 40.00		Hour	235	
	Gazebo Rental	\$ 35.00		Hour	235	
	City Square Pavilion	\$ 25.00		Hour	235	
	Brook Peterson Park Pavilion	\$ 35.00		Hour	235	
	Tennis Court	\$ 15.00		Hour	235	Fee is per court per hour
	Garden Plot	\$ 25.00		Annual	235	
<b>Equipment</b>						
	Bleacher Rental	\$ 20.00		Day	235	
<b>Recreation</b>						
<b>Sponsorship Program</b>						
	Title Sponsor	\$ -	\$ 10,000.00	Season		Limit of 1 per season
	National Night Out Band Sponsor	\$ -	\$ 2,000.00	Season		Limit of 1 per season
	Gold Sponsor	\$ -	\$ 1,000.00	Season		Limit of 5 per season
	Silver Sponsor	\$ -	\$ 500.00	Season		Limit of 10 per season
	Friend of the Music Series	\$ -	\$ 200.00	Season		Unlimited
<b>Safari Island</b>						
<b>Memberships</b>						
	Adult Resident	\$ 473.00	\$ 495.00	Annual	235	Plus Tax
	Adult Plus One Resident	\$ 583.00	\$ 605.00	Annual	235	Plus Tax
	Adult Resident Military	\$ 363.00	\$ 396.00	Annual	235	Plus Tax
	Youth/Senior Resident	\$ 363.00	\$ 385.00	Annual	235	Plus Tax
	Family Resident	\$ 715.00	\$ 737.00	Annual	235	Plus Tax
	Family Resident Military	\$ 583.00	\$ 590.00	Annual	235	Plus Tax
	Employee Rate - Family	\$ 305.00	\$ 338.00	Annual	235	Plus Tax
	Monthly Membership Hold Fee	\$ 10.00		Each	235	Plus Tax
	Adult Non-Resident	\$ 550.00	\$ 572.00	Annual	235	Plus Tax
	Adult Plus One Non-Resident	\$ 660.00	\$ 682.00	Annual	235	Plus Tax
	Adult Non-Resident Military	\$ 440.00	\$ 458.00	Annual	235	Plus Tax
	Youth/Senior Non-Resident	\$ 440.00	\$ 462.00	Annual	235	Plus Tax
	Family Non-Resident	\$ 792.00	\$ 814.00	Annual	235	Plus Tax
	Family Non-Resident Military	\$ 660.00	\$ 651.00	Annual	235	Plus Tax
	Monthly Membership Administrative Fee	\$ 35.00		Each	235	Plus Tax
<b>Daily Entrance Fee</b>						
	Adult Resident	\$ 9.00	\$ 10.00	Day	235	Includes Tax
	Adult Non-resident	\$ 10.00	\$ 12.00	Day	235	Includes Tax
	Youth/Senior Resident	\$ 8.00		Day	235	Includes Tax
	Youth/Senior Non-resident	\$ 9.00	\$ 10.00	Day	235	Includes Tax
	Track Use Pass	\$ 4.00		Day		Includes Tax
	Member Guest Pass	\$ 6.00	\$ 7.00	Day		Includes Tax - Two Guests Per Member Per Day
	10 Visit Facility Punch Pass	\$ 80.00	\$ 85.00	Card		Includes Tax
	25 Visit Facility Punch Pass	\$ 165.00	\$ 175.00	Card		Includes Tax
	30 Visit Facility Punch Pass (St. Joe's Discounted)	\$ 168.00	\$ 178.00	Card		Includes Tax
	10 Visit Track Punch Pass	\$ 36.00		Card		Includes Tax
	20 Visit Track Punch Pass	\$ 72.00		Card		Includes Tax
	10 Visit Fitness Punch Pass	\$ 73.00	\$ 80.00	Card		
	10 Visit Pickleball Punch Pass	\$ 55.00	\$ 65.00	Card		
	Group Fitness-Non Member	\$ 8.00	\$ 9.00	Class		

City of Waconia Fee Schedule  
Section 1100 of the City Ordinances

Adopted As of: DRAFT - January 1, 2026  
Last Amended: 3/17/2025

Department	Fee Description	Current Rate	Proposed New Rate	Unit	Related Code	Additional Information
<b>Recreation</b>						
<b>Ice Arena</b>						
<b>Ice Rental</b>						
	Winter Prime Season Fee	\$ 245.00	\$ 250.00	Hour		Plus Tax
	Winter Non-Prime Season Fee	\$ 185.00	\$ 190.00	Hour		Plus Tax
	Summer Prime Season Fee	\$ 185.00	\$ 190.00	Hour		Plus Tax
	ISD #110 Physical Education Ice Use	\$ 115.00	\$ 120.00	Hour		Bookings Preauthorized by Staff During Daytime Hours
	Dryland Ice Rental	\$ 30.00		Hour		Plus Tax
<b>Advertising</b>						
	Ad Board - (3' x 8')	\$ 900.00	\$ 1,000.00	Term		1 Year Term
	Ad Board - (3' x 8')	\$ 2,500.00	\$ 2,800.00	Term		3 Year Term
	Ad Board - (3' x 8')	\$ 3,500.00	\$ 4,000.00	Term		5 Year Term
	Banner	\$ 600.00	\$ 800.00	Term		1 Year Term
	Center Ice Logo	\$ 7,000.00	\$ 10,000.00	Term		5 Year Term
	Zamboni Wrap	\$ 2,000.00	\$ 9,000.00	Term		3 Year Term
<b>Open Skate</b>						
	Adult	\$ 7.00	\$ 8.00	Day		Includes Tax
	Youth/Senior	\$ 6.00	\$ 7.00	Day		Includes Tax
	Open Hockey	\$ 8.00	\$ 9.00	Day		Includes Tax
	Developmental	\$ 10.00	\$ 11.00	Day		Includes Tax
	Developmental Ice Skate Punch Pass	\$ 80.00	\$ 88.00	Term		Includes Tax
	Skate Rental	\$ 4.00	\$ 4.00	Day		Includes Tax
	Adult Punch Pass	\$ 56.00	\$ 64.00	Each		Includes Tax
	Youth Open Skate Punch Pass	\$ 48.00	\$ 56.00	Each		Includes Tax
	Skate Sharpening	\$ 8.00		Each		Includes Tax
<b>Equipment Rental</b>						
	Storage Fee	\$ 75.00	\$ 100.00	Month		
	Locker Room Rental	\$ 3,500.00	\$ 3,600.00	Annual		
<b>Meeting Rooms</b>						
	Large Meeting Room	\$ 40.00		Hour		Plus Tax
	Small Meeting Room	\$ 30.00		Hour		Plus Tax
	IA Lobby	\$ 30.00		Hour		Plus Tax
	IA Front Lawn	\$ 50.00		Hour		Plus Tax

City of Waconia Fee Schedule  
Section 1100 of the City Ordinances

Adopted As of: DRAFT - January 1, 2026  
Last Amended: 3/17/2025

Department	Fee Description	Current Rate	Proposed New Rate	Unit	Related Code	Additional Information
<b>Streets</b>						
	<del>Private-Use-of-Public-Streets</del>	<del>\$</del>			<del>320.01</del>	<del>\$100-Damage-Deposit-and-Applicable-Bond-required</del>
	Banner Hanging Fee	\$ 150.00		Each	320.01	Includes Staff Time, Bucket Truck Use & Misc Supplies
	<del>Street-Openings-or-Excavations-Permit</del>	<del>\$ 150.00</del>			<del>320.03</del>	<del>Plus-\$1,500-Deposit</del>
	Repair of Roadway Surfaces, Sidewalks, Curbs and Gutters	Actual Cost			320.05	Costs include Staff, Equipment, Materials
	Recycled Asphalt Sales	\$ 10.50		Ton	320.05	Plus Tax
	Removal of Dirt and Rubbish from Public Sidewalks	Actual Cost			320.06	Costs include Staff, Equipment, Materials
	Removal of Snow and Ice from Public Sidewalks	\$ 40.00		Each	320.06	Administrative Fee. Staff time and equipment for snow removal charged separately.
	<b>Right-of-Way Permit</b>					
	Right-of-Way User Registration	\$ - \$	50.00	Annual		
	Obstruction Permit	\$ - \$	100.00	Each	320.01, 320.04	\$100 Damage Deposit and Applicable Bond required
	Temporary Street Obstruction Permit - 400SF up to 14 Days	\$ - \$	50.00	Each	320.01, 320.04	
	Temporary Street Obstruction Permit - Large Area or up to 1 Year	\$ - \$	0.10	LF/Day	320.01, 320.04	Applies to sidewalk, bike lane, and parking lane. Separate additional charge for driving lane.
	Excavation Permit including Street Opening (Initial 400sf)	\$ - \$	150.00	Each	320.01, 320.03	Plus \$1,500 Deposit
	Trench or boring (per lineal foot)	\$ - \$	0.05	LF	320.01	In addition to base Excavation Permit fee
	Right of Way (ROW) Vacation	\$ 300.00			320.08	Plus Staff Rate & Consultant Fees Incurred
	Right of Way Escrow	\$ 1,000.00			320.08	Must Deposit on Account
	<b>Traffic Control - Temporary Zone Layouts</b>					
	Minimum, Short Term Use	\$ 50.00		Day		Use of Cones & Barricades
	Two Lane/Two Way Traffic Set-up	\$ 100.00		Day		Use of Cones & Barricades
	Multi-Lane Undivided Traffic Set-up	\$ 200.00		Day		Use of Cones & Barricades
	<b>Compost Fees</b>					
	Bags	\$ 1.00		Each		
	Trailer	\$ 10.00		Each		
	<b>Winter Maintenance Liquids</b>					
	Salt Brine - 100%	\$ 0.40		Gallon		
	Salt Brine - Beet Heat 90/10	\$ 0.86		Gallon		
	Salt Brine - Beet Heat 80/20	\$ 1.05		Gallon		
	Salt Brine - Beet Heat 70/30	\$ - \$	1.26	Gallon		
	Straight Salt	\$ - \$	145.00	Ton		
	<b>Small Wireless Facility (city structure collocation)</b>					
	Rental Fee	\$ - \$	150.00	Annual	320.10	
	Maintenance Fee	\$ - \$	25.00	Annual	320.10	
	Electric Service Fee	\$ - \$	73.00	Each	320.10	per radio node less than or equal to 100 maximum of Watts
	Electric Service Fee	\$ - \$	182.00	Each	320.10	per radio node over 100 maximum Watts, or actual cost of electricity, if actual exceeds this value

City of Waconia Fee Schedule  
 Section 1100 of the City Ordinances

Adopted As of: DRAFT - January 1, 2026  
 Last Amended: 3/17/2025

Department	Fee Description	Current Rate	Proposed New Rate	Unit	Related Code	Additional Information
<b>Sewer</b>						
	Sewer Permit and Inspection Fee	\$ 125.00		Connection	401.09	
	Unlawful Discharge into System-1st Offense	\$ 100.00		Month	403.03	Until Remedied
	Unlawful Discharge into System-2nd Offense	\$ 200.00		Month	403.03	Until Remedied
	Unlawful Discharge into System-3rd Offense	\$ 300.00		Month	403.03	Until Remedied
	Unlawful Discharge into System-4th Offense	\$ 500.00		Month	403.03	Until Remedied
	Private Sewer, Permit and Inspection Fee	Actual Cost			404.09	Costs include Staff, Equipment, Materials
	SAC Charge	\$ 2,485.00		Unit	407.02	Current MET Council charge pass-through
	Sewer Hookup Charge	\$ 110.00		Connection	409.02	
	Sewer Trunk Charge	\$ 3,900.00	\$ 4,200.00	Unit	409.02	Commercial: Multiple times the number of SAC determined by MET Council
<b>Residential Usage</b>						
	Monthly Base	\$ 17.09	\$ 17.50	Month	406.01	
	Tier One (Zero to 3,000)	\$ 5.90	\$ 6.00	Per 1,000 gallons	406.01	Based on actual water usage for each month January, February, March, April, November, and December; thence
	Tier Two (3,001 to 6,000)	\$ 6.49	\$ 6.60	Per 1,000 gallons	406.01	monthly based on the average of water usage during January, February, March, April, November, and December or
	Tier Three (6,001 to 12,000)	\$ 7.48	\$ 7.75	Per 1,000 gallons	406.01	the first full monthly billing period, whichever is less.
		\$ 8.22				
	Tier Four (12,001 and over)	\$	\$ 8.50	Per 1,000 gallons	406.01	
	Sewer Only (no City Water Service)	\$ 47.76	\$ 48.70	Month	406.01	Residential Only
	Late Payment Charge	10%			406.01	Of unpaid balance
<b>Commercial/Industrial Usage</b>						
	Monthly Base	\$ 17.09	\$ 17.50	Month	406.01	
	All Usage	Actual Cost			406.01	Based on monthly water use and tiered structure listed under residential usage
	Late Payment Charge	10%			406.01	Of unpaid balance

City of Waconia Fee Schedule  
Section 1100 of the City Ordinances

Adopted As of: DRAFT - January 1, 2026  
Last Amended: 3/17/2025

Department	Fee Description	Current Rate	Proposed New Rate	Unit	Related Code	Additional Information
<b>Water</b>						
	Water Conservation Penalties-1st Offense		Warning		410.29	
	Water Conservation Penalties-2nd Offense	\$ 75.00			410.29	
	Water Conservation Penalties-3rd Offense	\$ 250.00			410.29	and all subsequent violations
	Water Permit and Inspection Fee	\$ 75.00			410.06	
	Water Hookup Charge	\$ 150.00		Connection		
	Irrigation Meter Management Annual Fee	\$ 50.00		Meter		
	New Faces Updates	\$ 93.00				
	Tapping and Costs	Actual Costs		Annual	410.07	New resident names electronically sent on a quarterly basis to businesses that pre-register
	Seasonal Water Shut-Off/Turn-On	\$ 30.00		Each	410.08	
	Delinquent Water Shut-off/Turn-on	\$ 50.00		Each	410.08	
	Delinquent Notice-Door Hanger Fee	\$ 45.00		Each	410.08	
	Meter Seal - Return Trip Charge	\$ 45.00		Each		
	Leak Detection - Dispatch of Public Services Staff	\$ 40.00		Each		Only charged if additional time is needed above and beyond normal leak detection at residence or business as determined by management.
	Repair of Private Service Line Leaks	Actual Cost			410.17	
	Use of Fire Hydrants	\$ 100.00			410.2	
	Hydrant Meter Rental	\$ 25.00			410.2	Plus Bulk Water Charge
	Meter Rental Deposit	\$ 1,500.00		Each	410.2	Deposit will be refunded if meter returned in good condition
	Plumbing Permit	\$ 30.00	\$ 35.00	Each	410.28	
	Water Meter Re-Inspection Charge	\$ 25.00		Each	411.03	Due at the time of re-inspection
	Meter Fee	Actual Costs			411.04	
	Meter Interface Unit	Actual Costs				
	Meter Installation	\$ 40.00		Hour		Minimum 1 hour
	Meter Horn	Actual Costs				
	Water Trunk Charge	\$ 5,100.00			412.02	Commercial: Multiple times the number of SAC determined by MET Council. Unit charge for plats and projects approved prior to January 31, 2025.
	Water Trunk System Development Charge	\$ 6,500.00		Unit	412.02	Commercial: Multiple times the number of SAC determined by MET Council. Unit charge for plats and projects approved after January 31, 2025.
	Bulk Water Annual Inspection & Permit	\$ -	\$ 100.00	Each	410.2	Plus Bulk Water Charge
	Bulk Water Charge	\$ 6.03	\$ 7.00	Per 1,000 gallons	410.2	Minimum 1,000 gallons/Plus Tax
	Cell Tower Modification Escrow	\$ 6,500.00		Each		Minimum escrow due on account. Engineer may request additional funds depending on services provided.
<b>Residential Usage</b>						
	Monthly Base	\$ 8.00	\$ 8.15	Month	410	
	Tier One (Zero to 3,000)	\$ 3.05		Per 1,000 gallons	410	
	Tier Two (3,001 to 6,000)	\$ 3.32	\$ 3.40	Per 1,000 gallons	410	
	Tier Three (6,001 to 12,000)	\$ 3.80	\$ 3.95	Per 1,000 gallons	410	
	Tier Four (12,001 and over)	\$ 4.26	\$ 4.45	Per 1,000 gallons	410	
	Residential Summer Use	\$ 6.46			410	Used in summer months (May-October) for when usage goes over allotted irrigation amount (30,000 gallons) & winter usage average.
	Billing Paper Fee	\$ 2.00		Month	410	
	Late Payment Charge	10%			410	Of Unpaid balance
	Move Out Final Bill	\$ 100.00	\$ 105.00	Move	410	
<b>Commercial/Industrial Usage</b>						
	Monthly Base	\$ 8.00	\$ 8.15	Month	410	Plus Tax
	Tier One (Zero to 3,000)	\$ 3.05		Per 1,000 gallons	410	Plus Tax
	Tier Two (3,001 to 6,000)	\$ 3.32	\$ 3.40	Per 1,000 gallons	410	Plus Tax
	Tier Three (6,001 to 12,000)	\$ 3.80	\$ 3.95	Per 1,000 gallons	410	Plus Tax
	Tier Four (12,001 and over)	\$ 4.26	\$ 4.45	Per 1,000 gallons	410	Plus Tax
	Late Payment Charge	10%			410	Of unpaid balance

City of Waconia Fee Schedule  
Section 1100 of the City Ordinances

Adopted As of: DRAFT - January 1, 2026  
Last Amended: 3/17/2025

Department	Fee Description	Current Rate	Proposed New Rate	Unit	Related Code	Additional Information
<b>Storm Water</b>						
	Storm Water Access- Residential	\$ 400.00		Connection	413.04	
	Storm Water Access-Commercial/Industrial/Institutional/Multi-Family	\$ 1,600.00				
	Storm Water Trunk Charge-Residential	\$ 3,100.00	\$ 3,400.00	Unit	413.04	413.04 Times acreage of parcel
	Storm Water Trunk Charge-Commercial/Industrial/Institutional/Multi-Family	\$ 11,300.00	\$ 11,500.00			413.04 Times acreage of parcel
	Storm Water Reuse Water Connection Charge	Varies				
	Reuse Volume Credit Development Off-Site on City Parcels	Varies on Site Analysis & Review		Formula Factor of Required Cubic Foot Volume Requirements	415.05	60% of the applicant's cost as calculated by City engineers to construct required water quality, filtration, and drainage components in addition to the actual cost of the City to connect the applicant to the system. Due at time of building permit.
	Filter Basin (equal to or greater than 0.50 acres)	\$ 550.00		Parcel		
	Filter Basin with iron enhanced sand filter (equal to or greater than 0.30 acres)	\$ 450.00		Parcel		
	Reuse Irrigation for Volume Reduction	\$ 350.00		Parcel		
	Acquire City Irrigation Sites - Without Irrigation Installed	\$ 500.00		Acre		
	Acquire City Irrigation Sites - With Irrigation Installed	\$ 2,500.00		Acre		
<b>Residential &amp; Commercial Usage</b>						
	Single Family Residence	\$ 24.47	\$ 27.00	Month	413.03	
	Duplex	\$ 30.03	\$ 33.05	Month	413.03	
	Minimum Commercial	\$ 55.52	\$ 61.10	Month	413.03	Greater of Base Fee or Multiplier
	Minimum Multi-Tenant Commercial	\$ 55.52	\$ 61.10	Month	413.03	
	Commercial/Business Storm Water Multiplier	\$ 117.76	\$ 129.60	Formula	413.03	Total monthly fee = Impervious Surface x Acreage x Multiplier
	Late Payment Charge	10%		Month	413.03	Of Unpaid Balance
<b>Reuse Usage</b>						
	Monthly Base	\$ 8.00	\$ 8.15	Month	415.05	
	Tier One	\$ 3.00		Per 1,000 gallons	415.05	
<b>Street Lights</b>						
<b>Residential Usage</b>						
	Single Family	\$ 3.40	\$ 3.50	Month	414.03	
	Duplex	\$ 6.79	\$ 6.95	Month	414.03	
	Multiplex	\$ 21.65	\$ 22.10	Month	414.03	
<b>Commercial, Small Institutional, Industrial</b>						
	.01 to 1.0 Acres	\$ 21.65	\$ 22.10	Month	414.03	
	1.01 to 2.0 Acres	\$ 28.97	\$ 29.60	Month	414.03	
	2.01 to 4.0 Acres	\$ 43.30	\$ 44.20	Month	414.03	
	4.01 to 10.0 Acres	\$ 64.42	\$ 65.70	Month	414.03	
	10.01 to 100 Acres	\$ 72.53	\$ 74.00	Month	414.03	
	Multiplex	\$ 21.65	\$ 22.10	Month	414.03	
	Late Payment Charge	10%		Month	414.03	Of Unpaid Balance

City of Waconia Fee Schedule  
 Section 1100 of the City Ordinances

Adopted As of: DRAFT - January 1, 2026  
 Last Amended: 3/17/2025

Department	Fee Description	Current Rate	Proposed New Rate	Unit	Related Code	Additional Information
<b>Fire</b>						
	Fire/Rescue Reports	\$ 53.00		Each		Administrative Fee for Staff Time
	False Alarm-1st, 2nd, 3rd Offense	\$ -		Each		No Fee
	False Alarm-4th Offense	\$ 105.00		Each		Plus Staff Rate
	False Alarm-5th Offense or more	\$ 315.00		Each		Plus Staff Rate
	Mechanical Extraction	\$ 615.00		Hour		Minimum 1 Hour Charge
	Gas Line Rupture Response	\$ 510.00		Hour		Minimum 1 Hour Charge
	Fire Extinguisher Training	\$ 95.00		Hour		Minimum 1 Hour Charge
<b>Fire Lock Boxes</b>						
	Fire Lock Box S-2	\$ 166.32		Each		Plus Tax
	Fire Lock Box S-3	\$ 220.61		Each		Plus Tax
	Fire Lock Box R-3	\$ 287.60		Each		Plus Tax
<b>Equipment</b>						
	Engine/Fire Company	\$ 525.00		Hour		Minimum 1 Hour Charge
	Ladder Company	\$ 785.00		Hour		Minimum 1 Hour Charge
	Rescue or Hazmat Unit	\$ 735.00		Hour		Minimum 1 Hour Charge
	Utility Vehicle	\$ 260.00		Hour		Minimum 1 Hour Charge
	Grass Fire Unit	\$ 315.00		Hour		Minimum 1 Hour Charge
	Boat 11	\$ 420.00		Hour		Minimum 1 Hour Charge
	Zodiac and PWC Units	\$ 210.00		Hour		Minimum 1 Hour Charge
	Water Tender	\$ 525.00		Hour		Minimum 1 Hour Charge
	Standby of Vehicles, Personnel, & Equipment	\$ 210.00		Hour		Minimum 1 Hour Charge

City of Waconia Fee Schedule  
Section 1100 of the City Ordinances

Adopted As of: DRAFT - January 1, 2026  
Last Amended: 3/17/2025

Department	Fee Description	Current Rate	Proposed New Rate	Unit	Related Code	Additional Information
<b>License &amp; Permits</b>						
<b>Recreational</b>						
	Show and Exhibitions	\$ 35.00		Annual	506.03	
	Show and Exhibitions-Multi day	\$ 10.00		Week		
	Special Event Permit	\$ 100.00		Event		
	Re-curring Special Event Permit	\$ 50.00		Event		
<b>Parking &amp; Transportation</b>						
	Parking Ticket	\$ 30.00		Offense	634.01	
	Uniform Parking Ticket	\$ 20.00		Offense	635.01	Includes \$10.00 County Library Fee
	Park Rules Violation/Parking	\$ 30.00		Offense	235.03	
<b>Buildings</b>						
	Movement of Buildings	\$ 350.00		Move	540.04	Plus Staff and Consultant Costs
	Movement of Building Escrow	\$ 1,000.00			540.04	Must Deposit of Account
	Temporary Structure	\$ 75.00		Each		
	Temporary Above Ground Pool	\$ 100.00		Each		
	Steep Slope Residential	\$ 125.00		Each	900.12	
	Steep Slope Non-Residential	\$ 250.00		Each	900.12	
	Steep Slope Escrow Deposit	\$ 500.00		Each	900.12	
	Grading Permit	Varies				Based on Appendix Chapter 33 of the 1997 Uniform Building Code - Table A-33-A and Table A-33-B
	Grading Permit Escrow Deposit	\$ 500.00		Each		
	Building Permit Fees	Per UBC			900.03	Per 1997 Uniform Building Codes Plus 15% (See Ordinance 1101 for details).
	Building Permit Plan Review	Based on Permit			900.03	Equal to one-half (1/2) of amount required for a new permit for such work, provided no changes have been or will be made in the original plans and specifications for such work.
<b>Rental Property</b>						
	Rental Dwelling Annual License	\$ 10.00		Building	541.01	
	Rental Dwelling Bi-Annual Inspection	\$ 50.00		Unit	541.04	
	Complaint Inspections	\$ 35.00		Hour	541.04	
	Violation Administrative Base Fee	\$ 50.00		Each	541.04	
	Violation Administrative Daily Non-compliance Fee	\$ 5.00		Day	541.04	
	Inspections/Meetings after 7:00 p.m.	\$ 60.00		Hour	541.04	Billed to Property Owner
	Rental Dwelling License Transfer Fee	\$ 10.00		Unit	541.08	
<b>Signs</b>						
	Sign Permit	\$ 45.00		Each	900.1	
	Sign Permit Penalty	\$ 45.00		Each	900.1	
<b>Sidewalk Café</b>						
	Sidewalk Use	\$ 500.00		Annual	570	
	Municipal Parking Lot Use - Base Rate	\$ 500.00		Annual	570	
	Municipal Parking Lot Use - Parking Stall	\$ 300.00			570	
	Damage Deposit	\$ 1,000.00		Each		Fee is in addition to base rate and is charged per additional parking stall impacted by sidewalk café.
				Annual	570	
<b>Noise</b>						
	Temporary Noise	\$ 75.00		Each	740.07	
<b>Animals</b>						
	Bee License Fee	\$ 100.00		Each	572.03	
	Bee License Fee - Transfer	\$ 25.00		Each	572.04	
	Chicken License Fee	\$ 100.00		Each	571.03	
	Chicken License Fee - Transfer	\$ 25.00		Each	571.04	
	Violation-Fail to Clean Up Waste Material	\$ 50.00		Offense	560.11	
	Violation-Habitual Barking	\$ 50.00		Offense	560.11	
	Commercial Kennel License - Initial Fee	\$ 150.00		Each		
	Commercial Kennel License - Annual Renewal	\$ 50.00		Annual		

City of Waconia Fee Schedule  
Section 1100 of the City Ordinances

Adopted As of: DRAFT - January 1, 2026  
Last Amended: 3/17/2025

Department	Fee Description	Current Rate	Proposed New Rate	Unit	Related Code	Additional Information
<b>Liquor &amp; Tobacco</b>						
	Cigarette	\$ 150.00		Annual	510.03	
	Duplicate Alcoholic Beverage License	\$ 25.00		License	580.04	
	3.2% Malt Liquor On-Sale	\$ 300.00		Annual	580.06	
	3.2% Malt Liquor Temporary On-Sale	\$ 50.00		Day	580.06	
	3.2% Malt Liquor Temporary On-Sale-Multi Day	\$ 150.00		Event	580.06	
	3.2% Malt Liquor Off-Sale	\$ 150.00		Annual	580.06	
	Wine	\$ 500.00		Annual	580.06	
	Liquor On-Sale	\$ 4,000.00		Annual	580.06	
	Liquor On-Sale Installment Fee	\$ 100.00		Annual	580.06	One-Time Annual Fee Paid with First Installment
	Liquor On-Sale Brewer Tap Room	\$ 300.00		Annual	580.06	
	Liquor Off-Sale	\$ 310.00		Annual	580.06	
	Liquor Off-Sale Small Brewer	\$ 300.00		Annual	580.06	
	Liquor Sunday for Hotels, Restaurants, Clubs, and Bowling	\$ 200.00		Annual	580.06	
	Liquor Temporary On-Sale	\$ 150.00		Annual	580.06	
	Liquor Temporary Wine Festival	\$ 150.00		Annual	580.06	
	Liquor Temporary Farm Winery at County Fair	\$ 50.00		Annual	580.06	
	Liquor Limited On-Sale (Culinary Classes)	\$ 200.00		Annual	580.06	
	Liquor License Background Check	\$ 200.00		Annual	580.06	
	License Investigation Fee	\$ 200.00		Offense	580.04	On-Sale or Off-Sale
	Clubs	\$ 300.00		Annual	580.06	
	Cocktail Room License	\$ 300.00		Annual	580.06	
	Microdistillery Off-Sale License	\$ 300.00		Annual	580.06	
	Small Brewer Growler/Bottle License	\$ 350.00		Annual	580.06	
	Small Brewer 128 Ounce License	\$ 350.00		Annual	580.06	
	Brew Pub Off-Sale License	\$ 300.00		Annual	580.06	
	Brew Pub On-Sale License	\$ 300.00		Annual	580.06	
	World Cup Soccer Special Permit	\$ 250.00		Event	580.06	
	Baseball League	\$ 500.00		Annual	580.06	
	Bottle Clubs, Consumption and Display	\$ 200.00		Annual	580.07	
	Beer/Wine Permit for Park Event Use	\$ 25.00		Event		
<b>Cannabis &amp; Low Potency Hemp</b>						
	Cannabis Retail Registration	\$ 500.00		Each		Initial year and first renewal; fee is the amount stated or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less.
	Cannabis Retail Registration Renewal	\$ 1,000.00		Each		Collected upon 2nd year renewal and each renewal year thereafter; fee is the amount stated or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.
	Lower Potency Hemp Edible Retailer Registration	\$ 125.00		Each		Initial year and first renewal year
	Lower Potency Hemp Edible Retailer Renewal	\$ 125.00		Each		Collected upon 2nd year renewal
	Temporary Cannabis Event Permit	\$ 125.00		Event		
<b>Selling &amp; Soliciting</b>						
	Junk Dealers	\$ 50.00		Annual	555.06	
	Peddlers/Solicitation-For Profit Organizations	\$ 150.00		Each	590.02	Non-refundable
	Peddlers/Solicitation-Not-for Profit Organizations	No Fee		Each		
<b>Small Cell Wireless</b>						
	Right of Way Rent Annual Fee	\$ 150.00		Annual	320.01	
	Right of Way Rent Site Fee	\$ 25.00		Site	320.01	
	Monthly Electrical Fee	Actual Costs			320.01	Actual Cost or \$73 per radio node less than or equal to 100 maximum watts, \$182 per radio node over 100 maximum watts (whichever is greater)
<b>Special Vehicles</b>						
	Special Vehicle Permit Fee (Year 1)	\$ 100.00		Annual	680.04	
	Special Vehicle Permit Fee (Year 2 - Renewal)	\$ 70.00		Annual	680.04	
	Special Vehicle Permit Fee (Year 3 - Renewal)	\$ 40.00		Annual	680.04	
	Special Vehicle Permit Fee-Additional Drivers	\$ 10.00		Per Driver	680.04	Same family/vehicle as primary application.
	Special Vehicle Permit Fee-Additional Vehicles	\$ 10.00		Per Vehicle	680.04	Same family as primary application.
<b>Franchise</b>						
	Franchise Application	\$ 5,000.00		Each		
	Franchise Escrow	\$ 5,000.00		Each		Must Deposit on Account
<b>Fire</b>						
	Day Care Inspection	\$ 50.00			Misc.	
	Code Inspections	Per UBC			710.02	Per 1997 Uniform Building Code
	Sale of Fireworks Permit	\$ 100.00		Annual	710.02	Permanent Structure
	Sale of Fireworks Permit	\$ 350.00		Annual	710.02	Temporary Structure - Max 180 days
	Sale of Fireworks Tent/Canopy Permit	\$ 75.00		Tent	710.02	
<b>Garbage &amp; Recycling</b>						
	Solid Waste Garbage License	\$ 100.00		Annual	730.03	Mixed Municipal Solid Waste (Garbage)
	Solid Waste Garbage Truck Charge	\$ 75.00		Truck	730.03	
	Recycling License	\$ 100.00		Annual	730.03	
	Recycling Truck Charge	\$ 75.00		Truck	730.03	

City of Waconia Fee Schedule  
Section 1100 of the City Ordinances

Adopted As of: DRAFT - January 1, 2026  
Last Amended: 3/17/2025

Department	Fee Description	Current Rate	Proposed New Rate	Unit	Related Code	Additional Information
<b>Planning &amp; Zoning</b>						
<b>Land Use</b>						
	Annexation	\$ 20.00		Acre	900.05	(\$300.00 minimum/\$900.00 maximum)
	Annexation Escrow	\$ 1,000.00		Each	900.05	Must Deposit on Account
	Variance Requests-Residential	\$ 250.00		Each	900.06	Plus Staff Time Rates
	Variance Requests-Non-Residential	\$ 350.00		Each	900.06	Plus Staff Time Rates
	Variance Requests-Residential Storm Water Plan Review	\$ 150.00			900.06	
				Each		Applies to properties located in the Shoreland Overlay District or are exceeding/plan to exceed the hardcover allowed in the applicable zoning district.
	Variance Requests-Non-Residential Escrow	\$ 1,000.00		Each	900.06	Must Deposit on Account
	After the Fact Variance Requests-Residential	\$ 750.00		Each	900.06	Plus Staff Time Rates
	After the Fact Variance Requests-Non-Residential	\$ 1,050.00		Each	900.06	Plus Staff Time Rates
	Minor Subdivision	\$ 250.00		Each	900.06	Plus Staff Time Rates
	Minor Subdivision Escrow	\$ 1,000.00		Each	900.06	Must Deposit on Account
	Division of Two-Family Dwelling	\$ 250.00		Each	900.06	Plus Staff Time Rates
	Site Plan Review	\$ 350.00		Each	1000.03	Plus Staff Time Rates
	Site Plan Escrow 0-5 Acres Escrow	\$ 2,500.00		Each	1000.03	Must Deposit on Account
	Site Plan Escrow 6-20 Acres Escrow	\$ 3,500.00		Each	1000.03	Must Deposit on Account
	Site Plan Escrow 21+ Acres Escrow	\$ 4,500.00		Each	1000.03	Must Deposit on Account
	Conditional Use Permit-Residential	\$ 250.00		Each	900.11	Plus Staff Time Rates
	CUP-Residential Escrow	\$ 500.00		Each	900.11	Must Deposit on Account
	Conditional Use Permit-Non-Residential	\$ 350.00		Each	900.11	Plus Staff Time Rates
	CUP-Non-Residential Escrow	\$ 500.00		Each	900.11	Must Deposit on Account
	Administrative Appeal	\$ 100.00		Each	900.12	Plus Staff Time Rates
	Rezoning Request	\$ 375.00		Each	900.12	Plus Staff Time Rates
	Rezoning Escrow	\$ 500.00		Each	900.12	Must Deposit on Account
	Zoning Amendment Application	\$ 350.00		Each	900.12	Plus Staff Time Rates
	Zoning Amendment Escrow	\$ 500.00		Each	900.12	Must Deposit on Account
	Ordinance Amendment Application	\$ 350.00		Each	900.12	Plus Staff Time Rates
	Ordinance Amendment Escrow	\$ 500.00		Each	900.12	Must Deposit on Account
	Comprehensive Plan Amendment	\$ 375.00		Each	900.12	Plus Staff Time Rates
	Comp Plan Amendment Escrow 0-5 Acres	\$ 1,000.00		Each	900.12	Must Deposit on Account
	Comp Plan Amendment Escrow 6-40 Acres	\$ 2,500.00		Each	900.12	Must Deposit on Account
	Comp Plan Amendment Escrow 41-80 Acres	\$ 4,000.00		Each	900.12	Must Deposit on Account
	Comp Plan Amendment Escrow 81+ Acres	\$ 5,000.00		Each	900.12	Must Deposit on Account
	Preliminary Plat	\$ 375.00		Each	1000.04	
	Preliminary Plat Lot Fee	\$ 5.00		Lot	1000.04	
	Preliminary Plat Escrow 0-5 Acres	\$ 5,000.00		Each	1000.04	Must Deposit on Account
	Preliminary Plat Escrow 6-40 Acres	\$ 6,000.00		Each	1000.04	Must Deposit on Account
	Preliminary Plat Escrow 41-80 Acres	\$ 7,000.00		Each	1000.04	Must Deposit on Account
	Preliminary Plat Escrow 81+ Acres	\$ 8,000.00		Each	1000.04	Must Deposit on Account
	Final Plat	\$ 250.00		Each	1000.08	Plus Lot Fee
	Final Plat Escrow Fee	\$ 5,000.00		Each	1000.08	Must Deposit on Account
	Final Plat Lot Fee	\$ 10.00		Lot	1000.08	
	Environmental Assessment Worksheet (EAW)		Based on Reimbursement & Payment Agreement			
	AUAR		Based on Reimbursement & Payment Agreement			
	Zoning Compliance Letter	\$ 30.00		Each	Misc.	
	Building Inspection Card Replacement or Reprint	\$ 45.00		Each	Misc.	
	Information Requests	\$ 30.00			Misc.	
				Each		Includes one or more of: Lot Size, Legal Description, Parcel Number, Flood Zone, Zoning District
<b>Park Dedication</b>						
	Residential Development	10% of Fair Market Value			1000.06	
				Acre		Determined by City Council based on development's impact on community need for parks and other amenities.
	Commercial/Industrial/Other Land	10% of Fair Market Value			1000.06	
				Acre		Determined by City Council based on development's impact on community need for parks and other amenities.
<b>Cemetery Lots</b>						
	Lots-Adult Waconia City Resident	\$ 400.00		Lot	Misc.	
	Lots-Adult Non-Resident	\$ 700.00		Lot	Misc.	
	Lots-Infant Waconia City Resident	\$ 200.00		Lot	Misc.	
	Lots-Infant Non-Resident	\$ 350.00		Lot	Misc.	

City of Waconia Fee Schedule  
Section 1100 of the City Ordinances

Adopted As of: DRAFT - January 1, 2026  
Last Amended: 3/17/2025

Department	Fee Description	Current Rate	Proposed New Rate	Unit	Related Code	Additional Information
<b>Administrative Services</b>						
	<b>Copies</b>					
	Copies	\$ 0.25	\$ 0.50		Misc.	
	<del>DVD or VHS Reproduction</del>	<del>\$ 5.00</del>			<del>Misc.</del>	
	<b>Flags</b>					
	City Logo Flag	\$ -	\$ 83.00	Each	Misc.	Includes Tax
	<b>Meeting Rooms &amp; Equipment</b>					
	<b>**Special Discounts Apply to Non-Profit Groups &amp; Governmental Groups Renting at City Hall. Please Call City Hall for Details.**</b>					
	City Hall Rooms-Oak	\$ 20.00		Hour	Misc.	
	City Hall Rooms-Maple	\$ 20.00	\$ 40.00	Hour	Misc.	
	Waconia Area Senior Center Room	\$ 40.00		Hour	Misc.	
	Meeting Room Set-up Fee	\$ -	\$ 20.00	Each	Misc.	
	Meeting Room Cleaning Fee	\$ -	\$ 50.00	Hour	Misc.	Minimum of 1 hour if room left in disrepair at end of room rental.
	<b>Cancellations</b>					
	Room/Park Rental-Prior to 7 Days of the Activity or Event	\$ 15.00		Each		
	Room/Park Rental-7 days to 48 hours of the Activity or Event	No Refund				
	All Activities, Events, Rentals Less than 48 hours	No Refund				
	<b>Finance Charges</b>					
	Finance Fee	10%		Month	Misc.	Of Unpaid Balances
	Returned Check Fee	\$ 35.00		Each	Misc.	
	Refund Processing Fee (Check or Credit Card)	\$ 10.00		Each	Misc.	
	Special Assessment Search	\$ 35.00		Each	Misc.	
	Special Assessment Processing Fee (Delinquent Charges)	\$ -	\$ 50.00	Each	Misc.	Fee charged per account for processing of special assessment for delinquent charges for services if the account ends up being included in final certification to Carver County.
	<b>Application Fees</b>					
	Revolving Loan Application Fee	Varies				1% of the total request loan amount
	Trunk Fee Payment Plan Application Fee	\$ 100.00				
	Small Business Trunk Fee Deferral Plan Application Fee	\$ 100.00				
	Municipal Subsidy Application Fee	Varies				Non-refundable fee of \$5,000 or 2% of the requested municipal subsidy. See Municipal Policy & Guidelines document.
	<b>Staff Time Rates</b>					
	Administrative Services	\$ 85.00	\$ 96.00	Hour	Misc.	
	Planning & Zoning	\$ 85.00	\$ 96.00	Hour	Misc.	
	Public Works Maintenance Labor (Regular)	\$ 47.00	\$ 51.00	Hour	Misc.	
	Public Works Maintenance Labor (After Hours)	\$ 85.00	\$ 92.00	Hour	Misc.	
	Public Works Maintenance Labor - Seasonal Staffing	\$ 18.00	\$ 27.00	Hour	Misc.	
	Utility Maintenance Labor (Regular)	\$ 50.00	\$ 55.00	Hour	Misc.	
	Utility Maintenance Labor (After Hours)	\$ 87.00	\$ 96.00	Hour	Misc.	
	Public Services Administrative	\$ 85.00	\$ 96.00	Hour	Misc.	
	Engineering & Design	Varies		Hour	Misc.	Based on actual rate provided by City's consulting engineer
	Fire Administrative	\$ 85.00	\$ 96.00	Hour	Misc.	
	Fire Personnel	\$ 18.00	\$ 27.00	Hour	Misc.	

City of Waconia Fee Schedule  
Section 1100 of the City Ordinances

Adopted As of: DRAFT - January 1, 2026  
Last Amended: 3/17/2025

Department	Fee Description	Current Rate	Proposed New Rate	Unit	Related Code	Additional Information
Public Services	Equipment Charges					
	Aerial Bucket Truck	\$ 95.00	\$ 104.00	Hour		
	Air Compressor w/Trailer	\$ 46.00		Hour		
	Attachments - Skidsteer or Toolcat	\$ -	\$ 25.00	Hour		
	<del>Arm - Attachment</del>	<del>\$ 95.00</del>		<del>Hour</del>		
	Asphalt Roller	\$ 85.00		Hour		
	<del>Auger</del>	<del>\$ 35.00</del>		<del>Hour</del>		
	<del>Blowers - Large</del>	<del>\$ 95.00</del>		<del>Hour</del>		
	<del>Blowers - Small</del>	<del>\$ 75.00</del>		<del>Hour</del>		
	<del>Blowers - Snow</del>	<del>\$ 46.00</del>		<del>Hour</del>		
	<del>Breaker - Attachment</del>	<del>\$ 95.00</del>		<del>Hour</del>		
	<del>Broom - Attachment</del>	<del>\$ 95.00</del>		<del>Hour</del>		
	<del>Bucket - Attachment</del>	<del>\$ 95.00</del>		<del>Hour</del>		
	Cement Mixer	\$ 75.00		Hour		
	Chipper	\$ 65.00	\$ 130.00	Hour		
	<del>Edger</del>	<del>\$ 46.00</del>		<del>Hour</del>		
	Excavator	\$ -	\$ 128.00	Hour		
	<del>Fork - Attachment</del>	<del>\$ 95.00</del>		<del>Hour</del>		
	Front End Loader	\$ -	\$ 150.00	Hour		
	Front End Loader - Material Handler Attachment	\$ -	\$ 95.00	Hour		
	Front End Loader - Snow Blower Attachment	\$ -	\$ 95.00	Hour		
	Generator - Portable 7500 Watts and under	\$ 35.00		Hour		
	Generator 100/200 Kw	\$ -	\$ 80.00	Hour		
	<del>Hook - Attachment</del>	<del>\$ 95.00</del>		<del>Hour</del>		
	Hot Box	\$ 145.00		Hour		
	Motor Grader	\$ -	\$ 150.00	Hour		
	Mower - Push	\$ 46.00		Hour		
	Mower - Riding	\$ 75.00		Hour		
	Mower - Attachment for Loader	\$ 95.00		Hour		
	Paint Striper	\$ -	\$ 46.00	Hour		
	Paver	\$ 100.00	\$ 145.00	Hour		
	<del>Planer - Attachment</del>	<del>\$ 46.00</del>		<del>Hour</del>		
	<del>Plow - Attachment</del>	<del>\$ 100.00</del>		<del>Hour</del>		
	Powered Hand Tools	\$ -	\$ 10.00	Hour		All chainsaws, chop saws, pole saws, trimmers, blowers, edgers, (Hand tools)
	Pump 6"	\$ -	\$ 80.00	Hour		
	<del>Sander - Attachment - Large</del>	<del>\$ 46.00</del>		<del>Hour</del>		
	<del>Sander - Attachment - Small</del>	<del>\$ 25.00</del>		<del>Hour</del>		
	<del>Saw - Chain</del>	<del>\$ 25.00</del>		<del>Hour</del>		
	<del>Saw - Chop</del>	<del>\$ 46.00</del>		<del>Hour</del>		
	<del>Saw - Concrete</del>	<del>\$ 46.00</del>		<del>Hour</del>		
	<del>Saw - Cut-off</del>	<del>\$ 46.00</del>		<del>Hour</del>		
	<del>Saw - Pole</del>	<del>\$ 25.00</del>		<del>Hour</del>		
	Sewer Push Camera	\$ 50.00		Hour		
	Skidsteer Loader Only - No Attachments	\$ 95.00	\$ 104.00	Hour		
	Tractor		\$100.00	Hour		
	Turf Sprayer	\$ 65.00		Hour		
	<del>Sweeper - Attachment</del>	<del>\$ 95.00</del>		<del>Hour</del>		
	Tamper	\$ 46.00		Hour		
	Tool Cat	\$ 65.00		Hour		
	Top Dresser	\$ 46.00		Hour		
	Tractor - Attachment	\$ 95.00	\$ 25.00	Hour		
	Trailer - Enclosed	\$ 200.00		Hour		
	<del>Trailer - Large</del>	<del>\$ 125.00</del>		<del>Hour</del>		
	Trailer	\$ 75.00		Hour		
	Trash Pump - Small	\$ 46.00		Hour		
	Trench Box	\$ 100.00		Hour		
	<del>Trimmer</del>	<del>\$ 46.00</del>		<del>Hour</del>		
	Truck - 1-ton	\$ 100.00	\$ 80.00	Hour		
	Truck - Dump - Box Only	\$ 85.00		Hour		
	Truck - Dump: Additional for snow and ice equipment and liquid tanks	\$ -	\$ 73.00	Hour		
	Truck - Pickup	\$ 80.00	\$ 60.00	Hour		
	Truck - Utility	\$ 60.00	\$ 80.00	Hour		
	Truck-Utility w/Crane & Compressor	\$ 175.00		Hour		
	Vacuum Jetter Truck	\$ 175.00		Hour		
	<del>Water Tanker</del>	<del>\$ 65.00</del>		<del>Hour</del>		Plus Bulk Water Charge

**CITY OF WACONIA  
ORDINANCE NO. 785**

**AN ORDINANCE AMENDING CHAPTER 1100 OF THE WACONIA CITY CODE  
RELATED TO PERMITS, LICENSES AND FEES**

The City Council of the City of Waconia does hereby ordain:

**SECTION 1.** Chapter 1100 of the Waconia City Code is hereby amended as shown, effective January 1, 2026.

Department	Fee Description	Current Rate	Proposed New Rate	Unit	Additional Information
<b>Recreation</b>					
<b>Sponsorship Program</b>					
	Title Sponsor	\$ -	\$ 10,000.00	Season	Limit of 1 per season
	National Night Out Band Sponsor	\$ -	\$ 2,000.00	Season	Limit of 1 per season
	Gold Sponsor	\$ -	\$ 1,000.00	Season	Limit of 5 per season
	Silver Sponsor	\$ -	\$ 500.00	Season	Limit of 10 per season
	Friend of the Music Series	\$ -	\$ 200.00	Season	Unlimited
<b>Safari Island</b>					
<b>Memberships</b>					
	Adult Resident	\$ 473.00	\$ 495.00	Annual	Plus Tax
	Adult Plus One Resident	\$ 583.00	\$ 605.00	Annual	Plus Tax
	Adult Resident Military	\$ 363.00	\$ 396.00	Annual	Plus Tax
	Youth/Senior Resident	\$ 363.00	\$ 385.00	Annual	Plus Tax
	Family Resident	\$ 715.00	\$ 737.00	Annual	Plus Tax
	Family Resident Military	\$ 583.00	\$ 590.00	Annual	Plus Tax
	Employee Rate - Family	\$ 305.00	\$ 338.00	Annual	Plus Tax
	Adult Non-Resident	\$ 550.00	\$ 572.00	Annual	Plus Tax
	Adult Plus One Non-Resident	\$ 660.00	\$ 682.00	Annual	Plus Tax
	Adult Non-Resident Military	\$ 440.00	\$ 458.00	Annual	Plus Tax
	Youth/Senior Non-Resident	\$ 440.00	\$ 462.00	Annual	Plus Tax
	Family Non-Resident	\$ 792.00	\$ 814.00	Annual	Plus Tax
	Family Non-Resident Military	\$ 660.00	\$ 651.00	Annual	Plus Tax
<b>Daily Entrance Fee</b>					
	Adult Resident	\$ 9.00	\$ 10.00	Day	Includes Tax
	Adult Non-resident	\$ 10.00	\$ 12.00	Day	Includes Tax
	Youth/Senior Non-resident	\$ 9.00	\$ 10.00	Day	Includes Tax
	Member Guest Pass	\$ 6.00	\$ 7.00	Day	Includes Tax - Two Guests Per Member Per Day
	10 Visit Facility Punch Pass	\$ 80.00	\$ 85.00	Card	Includes Tax
	25 Visit Facility Punch Pass	\$ 165.00	\$ 175.00	Card	Includes Tax
	30 Visit Facility Punch Pass (St. Joe's Discounted)	\$ 168.00	\$ 178.00	Card	Includes Tax
	10 Visit Fitness Punch Pass	\$ 73.00	\$ 80.00	Card	
	10 Visit Pickleball Punch Pass	\$ 55.00	\$ 65.00	Card	
	Group Fitness-Non Member	\$ 8.00	\$ 9.00	Class	
<b>Recreation</b>					
<b>Ice Arena</b>					
<b>Ice Rental</b>					
	Winter Prime Season Fee	\$ 245.00	\$ 250.00	Hour	Plus Tax
	Winter Non-Prime Season Fee	\$ 185.00	\$ 190.00	Hour	Plus Tax
	Summer Prime Season Fee	\$ 185.00	\$ 190.00	Hour	Plus Tax
	ISD #110 Physical Education Ice Use	\$ 115.00	\$ 120.00	Hour	Bookings Preauthorized by Staff During Daytime Hours
<b>Advertising</b>					
	Ad Board - (3' x 8')	\$ 900.00	\$ 1,000.00	Term	1 Year Term
	Ad Board - (3' x 8')	\$ 2,500.00	\$ 2,800.00	Term	3 Year Term
	Ad Board - (3' x 8')	\$ 3,500.00	\$ 4,000.00	Term	5 Year Term
	Banner	\$ 600.00	\$ 800.00	Term	1 Year Term
	Center Ice Logo	\$ 7,000.00	\$ 10,000.00	Term	5 Year Term
	Zamboni Wrap	\$ 2,000.00	\$ 9,000.00	Term	3 Year Term
<b>Open Skate</b>					
	Adult	\$ 7.00	\$ 8.00	Day	Includes Tax
	Youth/Senior	\$ 6.00	\$ 7.00	Day	Includes Tax
	Open Hockey	\$ 8.00	\$ 9.00	Day	Includes Tax
	Developmental	\$ 10.00	\$ 11.00	Day	Includes Tax
	Developmental Ice Skate Punch Pass	\$ 80.00	\$ 88.00	Term	Includes Tax
	Skate Rental	\$ 4.00	\$ 4.00	Day	Includes Tax
	Adult Punch Pass	\$ 56.00	\$ 64.00	Each	Includes Tax
	Youth Open Skate Punch Pass	\$ 48.00	\$ 56.00	Each	Includes Tax
<b>Equipment Rental</b>					
	Storage Fee	\$ 75.00	\$ 100.00	Month	
	Locker Room Rental	\$ 3,500.00	\$ 3,600.00	Annual	
<b>Streets</b>					
	Private Use of Public Streets	\$ -			\$100 Damage Deposit and Applicable Bond required
	Street Openings or Excavations Permit	\$ 150.00			Plus \$1,500 Deposit
<b>Right-of-Way Permit</b>					
	Right-of-Way User Registration	\$ -	\$ 50.00	Annual	
	Obstruction Permit	\$ -	\$ 100.00		
	Temporary Street Obstruction Permit - 400SF up to 14 Days	\$ -	\$ 50.00	Each	\$100 Damage Deposit and Applicable Bond required
	Temporary Street Obstruction Permit - Large Area or up to 1 Year	\$ -	\$ 0.10		
				LF/Day	Applies to sidewalk, bike lane, and parking lane. Separate additional charge for driving lane.
	Excavation Permit including Street Opening (initial 400sf)	\$ -	\$ 150.00	Each	Plus \$1,500 Deposit
	Trench or boring (per lineal foot)	\$ -	\$ 0.05	LF	In addition to base Excavation Permit fee

<b>Winter Maintenance Liquids</b>					
	Salt Brine - Beet Heet 70/30	\$ -	\$ 1.26	Gallon	
	Straight Salt	\$ -	\$ 145.00	Ton	
<b>Small Wireless Facility (city structure collocation)</b>					
	Rental Fee	\$ -	\$ 150.00	Annual	
	Maintenance Fee	\$ -	\$ 25.00	Annual	
	Electric Service Fee	\$ -	\$ 73.00	Each	per radio node less than or equal to 100 maximum of Watts
	Electric Service Fee	\$ -	\$ 182.00	Each	per radio node over 100 maximum Watts, or actual cost of electricity, if actual exceeds this value
<b>Sewer</b>					
	Sewer Trunk Charge	\$ 3,900.00	\$ 4,200.00	Unit	Commercial: Multiple times the number of SAC determined by MET Council
<b>Residential Usage</b>					
	Monthly Base	\$ 17.09	\$ 17.50	Month	Based on actual water usage for each month January, February, March, April, November, and December; thence monthly based on the average of water usage during January, February, March, April, November, and December or the first full monthly billing period, whichever is less.
		\$ 5.90			
	Tier One (Zero to 3,000)		\$ 6.00	Per 1,000 gallons	
	Tier Two (3,001 to 6,000)	\$ 6.49	\$ 6.60	Per 1,000 gallons	
	Tier Three (6,001 to 12,000)	\$ 7.48	\$ 7.75	Per 1,000 gallons	
		\$ 8.22			
	Tier Four (12,001 and over)		\$ 8.50	Per 1,000 gallons	
	Sewer Only (no City Water Service)	\$ 47.76	\$ 48.70	Month	Residential Only
<b>Commercial/Industrial Usage</b>					
	Monthly Base	\$ 17.09	\$ 17.50	Month	
<b>Water</b>					
	Plumbing Permit	\$ 30.00	\$ 35.00	Each	
	Bulk Water Annual Inspection & Permit	\$ -	\$ 100.00	Each	Plus Bulk Water Charge
	Bulk Water Charge	\$ 6.03	\$ 7.00	Per 1,000 gallons	Minimum 1,000 gallons/Plus Tax
<b>Residential Usage</b>					
	Monthly Base	\$ 8.00	\$ 8.15	Month	
	Tier One (Zero to 3,000)	\$ 3.05		Per 1,000 gallons	
	Tier Two (3,001 to 6,000)	\$ 3.32	\$ 3.40	Per 1,000 gallons	
	Tier Three (6,001 to 12,000)	\$ 3.80	\$ 3.95	Per 1,000 gallons	
	Residential Summer Use	\$ 6.46			Used in summer months (May-October) for when usage goes over allotted irrigation amount (30,000 gallons) & winter usage average.
			\$ 7.00	Per 1,000 gallons	
	Move Out Final Bill	\$ 100.00	\$ 105.00	Move	
<b>Commercial/Industrial Usage</b>					
	Monthly Base	\$ 8.00	\$ 8.15	Month	Plus Tax
	Tier One (Zero to 3,000)	\$ 3.05		Per 1,000 gallons	Plus Tax
	Tier Two (3,001 to 6,000)	\$ 3.32	\$ 3.40	Per 1,000 gallons	Plus Tax
	Tier Three (6,001 to 12,000)	\$ 3.80	\$ 3.95	Per 1,000 gallons	Plus Tax
	Tier Four (12,001 and over)	\$ 4.26	\$ 4.45	Per 1,000 gallons	Plus Tax
<b>Storm Water</b>					
	Storm Water Trunk Charge-Residential	\$ 3,100.00	\$ 3,400.00	Unit	
	Storm Water Trunk Charge-Commercial/Industrial/Institutional/Multi-Family	\$ 11,300.00	\$ 11,500.00		Times acreage of parcel
<b>Residential &amp; Commercial Usage</b>					
	Single Family Residence	\$ 24.47	\$ 27.00	Month	
	Duplex	\$ 30.03	\$ 33.05	Month	
	Minimum Commercial	\$ 55.52	\$ 61.10	Month	Greater of Base Fee or Multiplier
	Minimum Multi-Tenant Commercial	\$ 55.52	\$ 61.10	Month	
	Commercial/Business Storm Water Multiplier	\$ 117.76	\$ 129.60	Formula	Total monthly fee = Impervious Surface x Acreage x Multiplier
<b>Reuse Usage</b>					
	Monthly Base	\$ 8.00	\$ 8.15	Month	
	Tier One	\$ 3.00		Per 1,000 gallons	
<b>Street Lights</b>					
<b>Residential Usage</b>					
	Single Family	\$ 3.40	\$ 3.50	Month	
	Duplex	\$ 6.79	\$ 6.95	Month	
	Multiplex	\$ 21.65	\$ 22.10	Month	
<b>Commercial, Small Institutional, Industrial</b>					
	.01 to 1.0 Acres	\$ 21.65	\$ 22.10	Month	
	1.01 to 2.0 Acres	\$ 28.97	\$ 29.60	Month	
	2.01 to 4.0 Acres	\$ 43.30	\$ 44.20	Month	
	4.01 to 10.0 Acres	\$ 64.42	\$ 65.70	Month	
	10.01 to 100 Acres	\$ 72.53	\$ 74.00	Month	
	Multiplex	\$ 21.65	\$ 22.10	Month	
<b>Administrative Services</b>					
<b>Copies</b>					
	Copies	\$ 0.25	\$ 0.50		
	DVD or VHS Reproduction	\$ 5.00			
<b>Flags</b>					
	City Logo Flag	\$ -	\$ 83.00	Each	Includes Tax

<b>Meeting Rooms &amp; Equipment</b>					
City Hall Rooms-Maple	\$ 20.00	\$ 40.00	Hour		
Meeting Room Set-up Fee	\$ -	\$ 20.00	Each		
Meeting Room Cleaning Fee	\$ -	\$ 50.00	Hour		Minimum of 1 hour if room left in disrepair at end of room rental.
<b>Finance Charges</b>					
Special Assessment Processing Fee (Delinquent Charges)	\$ -	\$ 50.00	Each		Fee charged per account for processing of special assessment for delinquent charges for services if the
<b>Staff Time Rates</b>					
Administrative Services	\$ 85.00	\$ 96.00	Hour		
Planning & Zoning	\$ 85.00	\$ 96.00	Hour		
Public Works Maintenance Labor (Regular)	\$ 47.00	\$ 51.00	Hour		
Public Works Maintenance Labor (After Hours)	\$ 85.00	\$ 92.00	Hour		
Public Works Maintenance Labor - Seasonal Staffing	\$ 18.00	\$ 27.00	Hour		
Utility Maintenance Labor (Regular)	\$ 50.00	\$ 55.00	Hour		
Utility Maintenance Labor (After Hours)	\$ 87.00	\$ 96.00	Hour		
Public Services Administrative	\$ 85.00	\$ 96.00	Hour		
Fire Administrative	\$ 85.00	\$ 96.00	Hour		
Fire Personnel	\$ 18.00	\$ 27.00	Hour		
<b>Public Services Equipment Charges</b>					
Aerial Bucket Truck	\$ 95.00	\$ 104.00	Hour		
Attachments - Skidsteer or Toolcat	\$ -	\$ 25.00	Hour		
Arm - Attachment	<del>\$ 95.00</del>		Hour		
Auger	<del>\$ 35.00</del>		Hour		
Blowers - Large	<del>\$ 95.00</del>		Hour		
Blowers - Small	<del>\$ 75.00</del>		Hour		
Blowers - Snow	<del>\$ 46.00</del>		Hour		
Breaker - Attachment	<del>\$ 95.00</del>		Hour		
Broom - Attachment	<del>\$ 95.00</del>		Hour		
Bucket - Attachment	<del>\$ 95.00</del>		Hour		
Chipper	\$ 65.00	\$ 130.00	Hour		
Edger	<del>\$ 46.00</del>		Hour		
Excavator	\$ -	\$ 128.00	Hour		
Fork - Attachment	<del>\$ 95.00</del>		Hour		
Front End Loader	\$ -	\$ 150.00	Hour		
Front End Loader - Material Handler Attachment	\$ -	\$ 95.00	Hour		
Front End Loader - Snow Blower Attachment	\$ -	\$ 95.00	Hour		
Generator 100/200 Kw	\$ -	\$ 80.00	Hour		
Hook - Attachment	<del>\$ 95.00</del>		Hour		
Motor Grader	\$ -	\$ 150.00	Hour		
Paint Striper	\$ -	\$ 46.00	Hour		
Paver	\$ 100.00	\$ 145.00	Hour		
Planer - Attachment	<del>\$ 46.00</del>		Hour		
Plow - Attachment	<del>\$ 100.00</del>		Hour		
Powered Hand Tools	\$ -	\$ 10.00	Hour		All chainsaws, chop saws, pole saws, trimmers, blowers, edgers, (Hand tools)
Pump 6"	\$ -	\$ 80.00	Hour		
Sander - Attachment - Large	<del>\$ 46.00</del>		Hour		
Sander - Attachment - Small	<del>\$ 25.00</del>		Hour		
Saw - Chain	<del>\$ 25.00</del>		Hour		
Saw - Chop	<del>\$ 46.00</del>		Hour		
Saw - Concrete	<del>\$ 46.00</del>		Hour		
Saw - Cut-off	<del>\$ 46.00</del>		Hour		
Saw - Pole	<del>\$ 25.00</del>		Hour		
Skidsteer Loader Only - No Attachments	\$ 95.00	\$ 104.00	Hour		
Tractor	\$ -	\$ 100.00	Hour		
Sweeper - Attachment	<del>\$ 95.00</del>		Hour		
Tractor - Attachment	\$ 95.00	\$ 25.00	Hour		
Trailer - Large	<del>\$ 125.00</del>		Hour		
Trimmer	<del>\$ 46.00</del>		Hour		
Truck - 1-ton	\$ 100.00	\$ 80.00	Hour		
Truck - Dump: Additional for snow and ice equipment and liquid tanks	\$ -	\$ 73.00	Hour		
Truck - Pickup	\$ 80.00	\$ 60.00	Hour		
Truck - Utility	\$ 60.00	\$ 80.00	Hour		
Water Tanker	<del>\$ 65.00</del>		Hour		Plus Bulk Water Charge

**SECTION 2.** The reminder of Chapter 1100 of the Waconia City Code shall remain in full force and effect.

**SECTION 3.** This ordinance shall become effective upon passage, approval, and publication according to law.

### SUMMARY

The following official summary of Ordinance No. 785 has been approved by a four-fifths vote of the City Council of the City of Waconia as clearly informing the public of the intent and effect of the Ordinance:

*AN ORDINANCE AMENDING CHAPTER 1100 REGARDING THE FEE SCHEDULE* has been amended to include updated fees based on funding sources identified in the 2026 City of Waconia operating and capital budgets that are effective January 1, 2026.

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

Adopted by the City Council at the City of Waconia on this 22<sup>nd</sup> day of December, 2025.

---

Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.1. Approve the December 1, 2025, City Council Minutes	
<b>Originating Dept:</b> Administration	
<b>Presented By:</b> Sue Schwalbe	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Motion to approve the December 1, 2025, City Council Minutes	
<b>EXPLANATION OF AGENDA ITEM:</b> Approve the December 1, 2025, City Council Minutes.	
<b>ATTACHMENTS:</b> 1. December 1, 2025, City Council Minutes	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA  
DECEMBER 1, 2025**

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

Mayor Litfin called the City of Waconia December 1, 2025, Council meeting to order at 6:00 p.m. with Council Member Coleman absent.

**2. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by the Waconia Mayor's Youth Advisory Council.

**3. PROCLAMATIONS**

None.

**4. ADOPT AGENDA**

Motion to adopt the agenda as published was made by Council Member Grengs, seconded by Council Member Siddons.

**MOTION CARRIED.**

**5. PUBLIC HEARING**

None.

**6. OPEN FORUM**

None.

**7. COMMUNITY INTEREST PRESENTATIONS**

**1) Student Survey Results - Waconia Mayor's Youth Advisory Council**

Waconia Youth Mayoral Advisory Council (WYMAC) Presentation. Tallulah Kovaleski, Kendall Tyhurst, Oscar Butler, Colette Newman, Mara Ryan, and Reidun Trostad presented an update on the Waconia Youth Mayoral Advisory Council. The group meets every two weeks with Mayor Litfin to discuss and recommend ideas for positive change in Waconia from a students' perspective. WYMAC's goals include increasing student awareness of community events and fostering open dialogue between students, the City Council, and the School Board.

WYMAC's first major project was a school-wide survey conducted in October, which received approximately 400 responses. Highlights from the survey include:

- Best amenities in Waconia: Lake Waconia and local restaurants
- Amenities students would like added: More family restaurants and a dog park
- Evening safety: 95% of students feel safe in the evenings
- City growth: 58.9% feel Waconia is growing “just right”
- Vehicle speed concerns: 90.5% reported no concerns
- Trails: About half indicated trails are important, with one-third stating the City needs more
- Access to City decision-making information: Split evenly between wanting more information and feeling the City provides enough
- Participation in local events: Carver County Fair (85%); Nickle Dickle Day (75%)
- Pride in living in Waconia: 82% feel proud to live in Waconia, citing safety
- Interest in additional WYMAC information: Split approximately 50/50

The City Council thanked the students for their presentation and noted that the information is valuable and will be taken into consideration moving forward.

## **8. ADOPT CONSENT AGENDA**

- 1) City Council Minutes November 8, 2025**
- 2) Approve December 1, 2025 Expenditures**
- 3) Lodging Tax Fund Request - Waconia Convention & Visitors Bureau (CVB)**
- 4) Contractor Pay Request - Water Treatment Facility Piping Modifications to Municipal Builders #11**
- 5) Contractor Pay Request - Wildcat Way Reconstruction Pay Request to GMH Asphalt Corporation #2**
- 6) Contractor Pay Request - Downtown Reconstruction Phase 2 to W.M. Mueller & Sons #8-Final**
- 7) Firefighter Resignation**
- 8) Waconia Fire Department Officer Appointments**
- 9) Approve License Agreement with Urban SDK for Speed Data Collection**
- 10) Authorization to Apply for Grant Funds**
- 11) Approve Exempt Permit Application for a Raffle from the Waconia Hockey Association**

**12) Tobacco License Application**

**13) Liquor License Applications — SKGK Ventures LLC, DBA Colony Plaza Inc.**

Mayor Litfin requested the removal of:

Consent Agenda 8.9 *Approve License Agreement with Urban SDK for Speed Data Collection*

Consent Agenda 8.10 *Authorization to Apply for Grant Funds*

Motion to approve the consent agenda as published was made by Council Member Siddons seconded by Council Member Gleason with removing Consent Agenda Items 8.9 and 8.10.

**MOTION CARRIED.**

**9. COUNCIL BUSINESS**

**1) 2026 Budget & Levy Presentation**

Finance Director Nicole Meyer presented the summary of the final 2026 Budget and Levy. She reviewed the annual budget development process, including the timeline for operating budgets, department budgets, and enterprise funds. From February through June, staff and the CIP Committee work to build the capital budget. Between July and August, staff generate preliminary operating budgets for Council review. From September through November, the Council sets the preliminary levy by resolution, and staff finalize the budgets. Final approval of the levy and budget occurs in December.

With the proposed 2026 budget and levy, the City's tax rate is projected to increase 6.82% from 2025. The average home value has increased approximately 4.6%, with the current average valued at \$450,000. The final levy is proposed to be reduced slightly compared to the preliminary levy approved on September 15, 2025.

**Council Discussion**

The Council requested clarification on the Paid Family Leave Act. Assistant City Administrator Jackie Schulze stated this is a mandatory State program effective January 1, 2026. Two options were available—participation in the State plan or contracting with a private administrator. Quotes for both options were comparable, and the City selected Mutual of Omaha, which already administers other ancillary benefits. The program cost is 0.88% of annual wages, and the City will split this cost 50/50 with employees. The City will report annually.

**Public Comment**

Mike Todd, 148 Scott Lane, questioned the consistent double-digit increases in the storm water fee, averaging 12% annually. Meyer stated that beginning next year, increases will be minimal, and the Council will be reviewing a proposed 2% increase for 2027 for both residential and commercial customers.

Deann Buss, 483 Lakeview Terrace Boulevard, questioned if costs are budgeted for

temporary staff to backfill employees on family leave. Jackie Schulze stated that the City does not budget for temporary labor, and such workload is typically absorbed by existing staff.

## 10. ITEMS REMOVED FROM CONSENT AGENDA

Mayor Litfin requested Consent Agenda Item 8.9 *Approve License Agreement with Urban SDK for Speed Data Collection* be removed from the consent agenda to share details of the pro-active approach the City is taking on speed concerns within the City.

Jon Haukaas, Public Services Director, stated that the staff was directed to develop a Speed Limit Policy document that meets the requirements of the Minnesota Department of Transportation and allows for a systematic approach to setting local speed limits. One component of the policy development is to collect current speed data at various locations throughout the city. This is typically done by installing hardware at select locations around the city and collecting traffic information for a period of several days, giving a snapshot of typical speeds at that location.

Staff reviewed a new cloud-based software solution that collects traffic information using big data from connected vehicles, such as those using navigation systems or similar internet-based tools. This system provides speed data for every street segment in the city over the past year and allows staff to analyze specific days, weeks, or months as needed. It also enables before-and-after speed comparisons to evaluate the effectiveness of street improvements or other changes. The extended reporting period results in more accurate average speed calculations. Another advantage is the ability to pinpoint the times of day when speeding most often occurs, allowing law enforcement to conduct targeted enforcement. Staff can also use the data to determine both the average speed and the 85th-percentile speed, which helps identify the MnDOT recommended speed for the City's speed policy.

Motion to adopt Resolution No. 2025-277 Authorizing License Agreement for Speed Data Collection and Analysis tool made by Council Member Grengs seconded by Council Member Gleason.

**MOTION CARRIED.**

Mayor Litfin requested Consent Agenda Item 8.10 *Authorization to Apply for Grant Funds* be removed from the consent agenda, noting that this is good news to share with the residents of Waconia.

Shane Fineran, City Administrator, stated that the resolution authorizes the City to apply for grant funding. In 2027, the City has two park development projects identified in the Capital Investment Plan. The first project is the construction of pickleball courts at Brook Peterson Park. There is a significant funding gap for this project—particularly related to private donations—so the grant funds being requested are intended to help close that gap.

The Outdoor Recreation Grant offers a maximum award of \$350,000 and requires a 50% match. This would allow the City to combine its planned contribution with the donations already on hand to maximize a potential award, which may also create an opportunity to increase the scope of the project.

The second project is at Sudheimer Park, a new park planned for an area just south of Industrial Boulevard along County Road 10. The project is based on the Park Board's primary plan and will include paved and limestone trails, native plantings, and natural restoration areas to enhance the high-quality woods and wetlands on the site. For this project, the City will apply for both the DNR Outdoor Recreation Grant and the LCCMR Environmental Trust Fund Grant, which are well-suited to supporting the natural resource elements of the project. This will be a phased project as outlined in the CIP, and securing grant funding will help accelerate its implementation.

Motion to adopt Resolution No. 2025-278 for Authorization to Apply for Grant Funds made by Council Member Siddons seconded by Council Member Grengs.

**MOTION CARRIED.**

## **11. BOARD REPORTS**

### **1) Staff Reports**

#### **a. All Way Stop Condition Evaluation for Sparrow Road at Ravenwood Road**

Jon Haukaas spoke about the traffic analysis completed by Bolton and Menk, which evaluated traffic volumes, crash history, and other significant issues. He noted that the proposed all-way stop does not meet any of the applicable warrants or criteria. The average vehicle speed in the area is 28 mph, with a posted speed limit of 30 mph, and speeds have remained consistent throughout the day.

Haukaas also stated that the intersections of First Street & Vine Street and Elm Street & Second Street are currently under review as well.

#### **b. Law Enforcement Update**

None.

### **2) Councilmember Siddons**

Nothing to report.

### **3) Councilmember Coleman**

Absent

### **4) Councilmember Gleason**

Nothing to report.

**5) Councilmember Grengs**

Nothing to report.

**6) Mayor Litfin**

Mayor Litfin reported the following activities:

- November 19, Attended the Waconia High School Strive Group, a Rotary-affiliated student group, and provided a presentation on attitude.
- November 20: Attended the Waconia Youth Mayor's Advisory Council meeting and met the three new members.
- November 20: Participated in the Park Board Meeting.
- November 24: Visited the Waconia Senior Center.
- December 1: Jointed a Zoom call with Mark Anderson and Special Olympics staff regarding the upcoming Waconia Ice drive, scheduled for Saturday, February 14, 2026. This will be the Mayor's eight jump. Last year, Waconia raised \$193,000 for the event.
- December 3: The next "Mayor Is In" session takes place from 7:30 - 8:30 a.m. at City Hall.

**12. ANNOUNCEMENTS**

Shane Fineran announced that the Community Needs Assessment survey is now live. Residents are encouraged to visit the City website at [www.waconiamn.gov](http://www.waconiamn.gov) or Facebook page to participate. The survey will gather community feedback over the next few weeks regarding future facility-based recreation amenities and sports programming. The City is seeking input on what residents feel is needed and what they would like to see moving forward. The results will be reviewed by the Council. The survey will remain open until December 21, 2025.

**13. ADJOURN REGULAR MEETING**

Motion to adjourn the December 1, 2025, Waconia City Council at 7:30 p.m. meeting was made by Council Member Grengs, seconded by Council Member Siddons.

**MOTION CARRIED.**

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Sue Schwalbe, Administrative Specialist



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.2. Approve December 22, 2025 Expenditures	
<b>Originating Dept:</b> Finance	
<b>Presented By:</b> Nicole Meyer	
<b>Previous Council Action:</b>	
<b>Item Type:</b>	Consent
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Approve December 22, 2025 Expenditures	
<b>EXPLANATION OF AGENDA ITEM:</b> Attached are the claim and disbursements registers for the City of Waconia as of December 22, 2025. Payments are made to vendors via check, electronic payment, and through the City's purchasing card program.	
<b>ATTACHMENTS:</b> None	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.3. Safari Island Community Center Expenditures from Sports Facilities Companies Incurred November 2025	
<b>Originating Dept:</b> Finance	
<b>Presented By:</b> Amanda Ortloff	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Motion to Approve Safari Island Community Center Expendures from Sports Facilities Companies Incurred November 2025	
<b>EXPLANATION OF AGENDA ITEM:</b> Sports Facilities Companies has provided the attached report for expenditures paid in November 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.	
<b>ATTACHMENTS:</b> None	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses: Safari Island	Planning Commission:
Budget Information:	Park Board:
<u>  X  </u> Budgeted	Personnel Committee:
<u>      </u> Non-Budgeted	Other:
<u>      </u> Amendment Required	



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.4. Ice Arena Expenditures from Sports Facilities Companies Incurred November 2025	
<b>Originating Dept:</b> Finance	
<b>Presented By:</b> Amanda Ortloff	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Motion to Approve Ice Arena Expenditures from Sports Facilities Companies Incurred November 2025	
<b>EXPLANATION OF AGENDA ITEM:</b> Sports Facilities Companies has provided the attached report for expenditures paid in November 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.	
<b>ATTACHMENTS:</b> None	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses: Ice Arena	Planning Commission:
Budget Information:	Park Board:
<input checked="" type="checkbox"/> Budgeted	Personnel Committee:
<input type="checkbox"/> Non-Budgeted	Other:
<input type="checkbox"/> Amendment Required	



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.5. Water Treatment Plant 3 Change Order No 2 - Flow Control Piping	
<b>Originating Dept:</b> Public Services	
<b>Presented By:</b> Jon Haukaas	
<b>Previous Council Action:</b> Adopt Resolution No. 2025-207 Authorizing Acceptance of Quote Water Treatment Plant No. 3 Programmable Logic Controller Upgrades	
<b>Item Type:</b>	Consent
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-284 Approving Change Order 2 for WTP3 Flow Control Piping	
<b>EXPLANATION OF AGENDA ITEM:</b>	
<p>The City is nearing completion of a project to modify Water Treatment Plant No. 3 (WTP 3) to connect the new Well No. 9 to the Plant and Treatment process. WTP 3 will now be able to treat water from wells 6, 7, 8, and 9. Each well has a different volume of flow that can yield under maximum use while WTP 3 has two treatment trains (north side and south side) with a fixed amount of treatment capacity. The original design was based on Well No 9 producing an estimated amount of flow. Once that well was installed and tested, there was a higher than anticipated flow volume. This increased volume presents an opportunity to expand total treatment capacity through the installation of additional piping, enabling staff to independently route wells to each treatment train. Therefore, staff requested a quote from the contractor to accomplish this work and provide that flexibility. Our engineering staff reviewed the proposal and believe the costs are reasonable.</p> <p>Staff recommends approval of Change Order No 2 to best optimize treatment capabilities.</p>	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>1. Resolution No. 2025-284 Water Treatment Plan No 3 Well Piping</li> <li>2. Water Treatment Plant Change Order No 2</li> </ol>	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
<input checked="" type="checkbox"/> Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA  
RESOLUTION NO. 2025-184**

**RESOLUTION AUTHORIZING CHANGE ORDER No. 2 FOR  
WATER TREATMENT PLANT #3 FLOW CONTROL PIPING**

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

**WHEREAS**, the City Council authorized approval on October 7, 2024, for the award of the Modification to Piping at Water Treatment Plant 3 (WTP 3) project to Municipal Builders, Inc. (MBI); and authorized approval of Change Order No. 1 on September 2, 2025, for additional PLCs to be upgraded to fully modernize the SCADA panels at WTP 3; and

**WHEREAS**, the total yield from the new Well No 9 was unknown until the project was complete and directly impacts how the flow through WTP 3 can be optimized; and

**WHEREAS**, that total yield is now known and additional piping to provide options for mixing the yield capacities from Wells 6, 7, 8, and 9 to either the north or south treatment trains of the plant are necessary to fully optimize treatment capacity of WTP 3; and

**WHEREAS**, the contractor MBI has provided a quote to provide this additional flow control piping work, flow metering, and electrical; and

**WHEREAS**, sufficient funds exist in the WTP 3 Modifications project and in the Water Cash Fund to cover these expenses; and

**WHEREAS**, Staff recommends approval of Change Order No. 2 based on the quote from MBI for WTP 3 additional flow control piping.

**NOW, THEREFORE, BE IT RESOLVED** That the City Council of the City of Waconia hereby authorizes City staff to accept the quote in the amount of \$ 60,356.18 from Municipal Builders, Inc. for WTP 3 additional flow control piping.

Adopted by the City Council of the City of Waconia this 22nd day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

Attest: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



November 26<sup>th</sup>, 2025

Mr. Justin Garrison  
Bolton and Menk  
Burnsville, MN Office

Re: Change Order 2 Proposal for Waconia  
WTP Piping Modifications Project

Dear Mr. Garrison,

Below is the change order proposal for adding the bypass line between wells #6 and #8 per your request on 11/14/25.

**Materials**

Misc. tools	\$ 500.00
Pipe, Fittings, and accessories (see attached quote)	\$20,771.60
Pipe supports	\$ 500.00
Tax 8.125%	\$ 1,687.69

**Labor**

3man 32hrs at \$110	\$10,560.00
---------------------	-------------

**Subcontractors**

Painting Paint and stencils	\$ 2,000.00
Electrical	\$18,700.00

Subtotal:	\$54,219.29
Contractors Fee 15%	<u>\$ 5,102.89</u>
Contractors Fee 5%	\$ 1,035.00
<b>Total:</b>	<b><u>\$60,356.18</u></b>

Please review the above, if acceptable please approve this in the form of a change order. Do not hesitate to call with any questions.

Sincerely,



Cody Wegner  
Project Manager  
Municipal Builders, Inc.





## Erickson Electric Company, Inc.

3308 Southway Drive • Saint Cloud MN 56301-9513

Phone 320.251.1501 • Fax 320.251.1504

# PROPOSAL

November 25, 2025

Cody Wegner  
MBI

RE: Add a flow meter to the Waconia project

Cost for this is:       **\$18,700.00**

Addenda:

**Included:**

- Provide a new Flow Meter and wiring of the meter.
- All work is to be done Monday through Friday 7AM to 3:30PM
- Electrical permit included
- Proposal valid for 30 days

**Not included:**

Please feel free to contact me if you have any questions. Thank you for your consideration of this proposal. My cell phone: 320-774-5613

Sincerely,

Kyle Klemek

[kylek@ericksonelectricmn.com](mailto:kylek@ericksonelectricmn.com)

*All prices quoted are based on current tariff rates and trade policies. Any new, increased, or additional tariffs, duties, taxes or related governmental charges imposed after the date of this quote shall be the responsibility of the Buyer. The Seller reserves the right to adjust pricing accordingly and bill these additional charges as a separate line item. The Buyer acknowledges and agrees to pay such adjustments as part of the total order cost.*



**PROJECT:** Waconia, MN - WTP Piping Modifications

**ASC CO:** 20240198-001

**NAME:** Waconia, MN WTP - 10" Flow Meter

**DATE:** November 25, 2025

**REFERENCE:** Kyle Klemek's email

**QUOTATION EXPIRES:** 60 Days

**CHANGE ORDER PROPOSAL**

Providing a 10" insertion flow meter for the Waconia WTP.

One (1) **10" Flow Meter.** McCrometer 10" FPI mag meter (forward flow only), dual analog outputs, 25' quick connect cables and 2" isolation ball valve.

NOTE: We are utilizing spare analog inputs for this flow meter.

**LEAD TIME: 7-9 WEEKS ARO**

One (1) **Professional Services**, for programming and installation of the 10" flow meter.

**Your net price for the above items, FOB factory with freight allowed to jobsite including one (1) year warranty from date of startup (not to exceed 18 months from date of shipment)..... taxes**

**The above pricing does not include any of the following:**

1. Sales or use taxes.
2. Bond costs.
3. Labor or any other miscellaneous materials that may be required for installation not specifically detailed above.

Respectfully submitted,  
AUTOMATIC SYSTEMS CO.

Nick Anderson  
njanderson@automaticsystemsco.com





**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.6. Authorize Staff to Solicit Pricing for Street Lighting Equipment - 2026 Downtown Street Reconstruction Phase 4	
<b>Originating Dept:</b> Public Services	
<b>Presented By:</b> Jon Haukaas	
<b>Previous Council Action:</b> Resolution No. 2025-227 Ordering Improvements & Preparation of Plans, 2026 Downtown Phase 4 Reconstruction	
<b>Item Type:</b>	Consent
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-285 Authorize Bid for Lighting Equipment	
<b>EXPLANATION OF AGENDA ITEM:</b>  As in previous phases, street lighting will be replaced as part of the 2026 downtown reconstruction project. The 2026 project will also include replacement of lighting in City Square Park. The electrical service and fixture installation will be bid as part of the overall construction contract, but the acquisition of the lighting materials will be bid separately. The projected lead time on lighting fixtures is 18–20 weeks and, to ensure that lighting equipment is on hand and available for installation near the end of construction, this will be awarded prior to construction.	
<b>ATTACHMENTS:</b> 1. Resolution No. 2025-285 Street Lighting Equipment	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
<input checked="" type="checkbox"/> Budgeted	Personnel Committee:
<input type="checkbox"/> Non-Budgeted	Other:
<input type="checkbox"/> Amendment Required	

**CITY OF WACONIA  
RESOLUTION NO. 2025-285**

**RESOLUTION AUTHORIZING THE ADVERTISEMENT  
OF BIDS FOR LIGHTING EQUIPMENT**

**WHEREAS**, the 2026 Downtown Reconstruction Phase 4 project will replace all street lighting within the corridor and throughout City Square Park; and

**WHEREAS**, the desire to have street lighting equipment on hand to coincide with the termination of construction of the public improvements; and

**WHEREAS**, the City utilizes Cyclone lighting products known as type A and type A3 fixtures and are available from various authorized dealers; and

**WHEREAS**, the bidding of lighting equipment will ensure ordering, manufacture and shipment separately from the project contract will ensure timely installation; and

**WHEREAS**, bids will be accepted until January 22nd, 2026, at 10:00 a.m. at which time they will be opened and read aloud; and

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Waconia, Minnesota, hereby authorizes the advertisement and bidding of lighting equipment.

Adopted by the City Council of the City of Waconia this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

Attest: \_\_\_\_\_  
Jacqueline Schulze, Assistant City Administrator



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	December 22, 2025
<b>Item Name:</b>	8.7. Authorize Staff to Solicit Pricing for 2026 Capital Projects and Equipment Acquisitions
<b>Originating Dept:</b>	Public Services
<b>Presented By:</b>	Jon Haukaas
<b>Previous Council Action:</b>	None
<b>Item Type:</b>	Consent

**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:** Adopt Resolution No. 2025-286 Authorizing Staff to Solicit Pricing for 2026 Capital Projects and Equipment Acquisitions

**EXPLANATION OF AGENDA ITEM:**

Upon approval of the City Budget and Capital Improvement Plan in December, staff is requesting authorization to obtain pricing for Capital Projects or Equipment as discussed by the Capital Improvement Plan committee.

The following are the items and anticipated budget for acquisition in 2026.

**Project Improvements:**

<u>Project</u>	<u>Fund</u>	<u>Budget</u>
345 - Ravine Repairs - Fox Run Development	Stormwater Cash	\$224,000
561 - BMP Structure & Culvert Lining - Hunters Crossing	Stormwater Cash	\$ 34,000
769 - Lead & Copper Water Service Replacements	Water Cash	\$100,000
778 - Irrigation Reuse System - City Square Park	Stormwater Cash	\$100,000
779 - Water Tower #1 Conversion for Reuse & SCADA System	Stormwater Cash	\$100,000
811 - Public Services - Air Condition Units (4)	PIR Cash	\$ 80,000
847 - BMP Structure & Culvert Lining - Burandt Blvd	Stormwater Cash	\$ 34,000
854 - Traffic Signal/Street Light Battery Backup	Streetlight Cash	\$ 12,500
855 - Dog Park Construction	PIR Cash	\$125,000

886 - SE Lift Station Power Transfer Switch	Sewer Cash	\$ 35,000
887 - Lighting & Ped Crossing Beacon - Oak & Sparrow	Streetlight Cash	\$ 35,000

**Capital Equipment:**

<b><u>Project</u></b>	<b><u>Fund</u></b>	<b><u>Budget</u></b>
393 - Large Front Mount Mower Toro 5910 - Replacement Unit #182	Cap Equip Cash	\$125,000
538 - Pick-up for Director/Assistant Director of Public Works	Cap Equip Cash	\$ 55,000
540 - Storm Water Maintenance Street Sweeper - Replacement Unit #47	Stormwater Cash	\$400,000
581 - UTVs (2) - Addition to Fleet	Cap Equip Cash	\$ 60,000
592 - Sewer Maintenance Pick-up Truck - Replacement Unit #53	Sewer Cash	\$125,000
671 - Zero Turn Mower 72" - Replacement Unit #189	Cap Equip Cash	\$ 30,000
785 - Parks Pick-up Truck - Addition to Fleet	Cap Equip Cash	\$ 48,000
873 - Valve Exerciser & Valve Box Vac	Water Cash	\$ 95,000
879 - Aerator - Replacement of 5007	Cap Equip Cash	\$ 10,000
880 - Turf Roller Attachment	Cap Equip Cash	\$ 15,000
881 - Leaf Blower Attachment for Toolcats	Cap Equip Cash	\$ 10,000
882 - 10-Ton Equipment Trailer	Cap Equip Cash	\$ 25,000
883 - Mini Loader - Addition to Fleet	Cap Equip Cash	\$ 75,000

Once pricing is obtained, each items will be presented to the City Council for final approval of the acquisition.

**ATTACHMENTS:**

1. Resolution No. 2025-286 CIP and Equipment

<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses: Budget Information: <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Non-Budgeted <input type="checkbox"/> Amendment Required	Planning Commission: Park Board: Personnel Committee: Other:

**CITY OF WACONIA  
RESOLUTION NO. 2025-286**

**RESOLUTION AUTHORIZING CITY STAFF TO OBTAIN PRICING FOR 2026  
CAPITAL PROJECTS AND EQUIPMENT ACQUISITIONS**

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

**WHEREAS**, allowing staff to obtain quotes for capital projects and equipment acquisitions/replacements will assist advancing these projects in a timely manner; and

**WHEREAS**, the City Council will have the opportunity to review quotes and bids provided as part of the 2026 improvement approval process; and

**WHEREAS**, pricing information will be obtained through the State of Minnesota Cooperative Purchasing contract and associated vendors; and

**WHEREAS**, projects approved as part of the 2026 budget were finalized and compiled for final approval by the City Council as funding is available in 2026.

**NOW, THEREFORE, BE IT RESOLVED** That the City Council of the City of Waconia hereby authorizes City staff to obtain pricing for 2026 capital improvement projects and equipment acquisitions.

Adopted by the City Council of the City of Waconia this 22nd day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

Attest: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	December 22, 2025
<b>Item Name:</b>	8.8. Ordinance Amending Chapter 320 - Streets, Sidewalks, and other Public Spaces; the "Right-of-Way Ordinance"
<b>Originating Dept:</b>	Public Services
<b>Presented By:</b>	Jon Haukaas
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Regular Session
<p><b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Ordinance No. 786 Amending Section 320 of the City Code Regarding Streets, Sidewalks, and other Public Spaces            Adopt Resolution No. 2025-287 Approving Summary Publication of Ordinance No. 786.</p> <p><b>EXPLANATION OF AGENDA ITEM:</b></p> <p>Chapter 320 of the Waconia City Code (the “Code”) regulates use of Streets, Sidewalks, and other Public Places (the “right of way ordinance”) in the City of Waconia (the “City”). In general, this right of way ordinance establishes the legal authority for the City to manage the public right of way, establishes policies and procedures for those wishing to locate facilities, such as private utilities, within the public right of way and serves to protect the health, safety and welfare of the public and ensure the integrity of the City streets and right of way. This ordinance was tailored to meet the needs of the City of Waconia and is based on a comprehensive model right of way ordinance developed by the League of Minnesota Cities for use by its member cities. Specifics of the changes are as follows:</p> <p>Sec 320.01 of the Ordinance</p> <ul style="list-style-type: none"> <li>• Defines and clarifies the requirements for Permits related to Excavations and/or Obstructions in the right of way.</li> <li>• Removes references to Small Cell Wireless Facilities to create a new separate Section 320.10</li> <li>• Adds subdivision with definitions, explanations, and requirements for:               <ul style="list-style-type: none"> <li>○ Permit Fees</li> <li>○ Duties of Permittees</li> <li>○ Inspections</li> <li>○ Damage to right-of-way or equipment caused by Registrant's facilities</li> <li>○ Restoration of right-of-way</li> <li>○ Abandonment of unusable facilities</li> <li>○ Denial of Permits</li> <li>○ Revocation of Permit</li> <li>○ Penalty</li> <li>○ Appeal</li> <li>○ Reservation of regulatory and police powers</li> <li>○ Nonliability and Indemnification of City</li> </ul> </li> </ul>	

- Adds additional Definition for Severability

Sec. 320.04 of the Ordinance clarifies the prohibition of obstructions and the requirements for removal of obstructions or encumbrances.

Sec. 320.06 and Sec. 320.07 of the Ordinance addresses the regulation of grass, weeds, and trees in streets, sidewalks, and other public property.

Sec. 320.08 of the Ordinance governs reservation of rights and relocation of equipment or facilities related to vacation of streets and public ways.

Sec. 320.10 of the Ordinance creates a new Section governing Small Cell Wireless Facilities as previously included in Sec. 320.01.

Staff has reviewed this with the City Attorney and recommends approval.

**ATTACHMENTS:**

1. Ordinance No. 786 Streets Sidewalks
2. City Code Section 320 Update
3. Resolution No. 2025-287 Summary Publication Ordinance No. 786

<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses: Budget Information: <input checked="" type="checkbox"/> Budgeted _____ Non-Budgeted _____ Amendment Required	Planning Commission: _____ Park Board: _____ Personnel Committee: _____ Other: _____

**CITY OF WACONIA  
ORDINANCE NO. 786**

**AN ORDINANCE AMENDING CHAPTER 320 REGARDING  
STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES**

The City Council of the City of Waconia ordains:

**FINDINGS AND PURPOSE**

Chapter 320 of the Waconia City Code (the “Code”) regulates use of Streets, Sidewalks, and other Public Places (the “right of way ordinance”) in the City of Waconia (the “City”).

In general, this right of way ordinance establishes the legal authority for the City to manage the public right of way, establishes policies and procedures for those wishing to locate facilities, such as private utilities, within the public right of way and serves to protect the health, safety and welfare of the public and ensure the integrity of the City streets and right of way. This ordinance was tailored to meet the needs of the City of Waconia and is based on a comprehensive model right of way ordinance developed by the League of Minnesota Cities for use by its member cities,

The purpose of this ordinance is to amend Chapter 320 of the Code to:

- i. Sec. 320.01 of the Ordinance defines the requirements for Excavation and Obstruction Permits, removes reference to Small Cell Wireless Facilities to become a separate Section, and adds Subdivisions for Permit Fees, Duties of Permittees, Inspections, Damage to right-of-way or Equipment caused by Registrant’s facilities, Restoration of right-of-way, Abandonment of unusable facilities, Denial of Permit, Revocation of Permit, Penalty, Appeal, Reservation of regulatory and police powers, Nonliability and Indemnification of City, and adds definition to the Severability subdivision.
- ii. Sec. 320.04 of the Ordinance clarifies the prohibition of Obstructions and the requirements for removal of obstructions or encumbrances.
- iii. Sec. 320.06 and Sec. 320.07 of the Ordinance addresses the regulation of grass, weeds, and trees in streets, sidewalks, and other public property.
- iv. Sec. 320.08 of the Ordinance governs reservation of rights and relocations of equipment or facilities related to vacation of streets and public ways.
- v. Sec. 320.10 of the Ordinance creates a new Section governing Small Cell Wireless Facilities as previously included in Sec. 320.01.

**AMENDMENTS**

Added portions are underscored and deleted portions are shown with overstrike.

SEE ATTACHED

**EFFECTIVE DATE**

This ordinance is effective upon publication.

Passed and adopted by the City Council of the City of Waconia this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jacqueline Schulze, Assistant City Administrator

## CHAPTER 320. - STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES

### Sec. 320.01. Private use of public streets and other public property.

Subd. 1. *Definitions.* The definitions included in Minn. Stat. § 237.162, Minnesota Rules 7810.0100, subps. 1 through 23, and Minnesota Rules 7560.0100 subps. 1 through 12, as they shall be amended from time to time, are hereby adopted by reference and are incorporated into this chapter as if set out in full.

*City* means the City of Waconia.

*Person* means any person, firm, corporation, or any other entity.

Subd. 2. *Permit required.* No person shall occupy or otherwise use any of the public right-of-way or public grounds in the city for any purpose, nor install or maintain any sign, gas main, utility main, wireless facility, or any equipment in any of said public right-of-way or public grounds, without first having obtained a permit pursuant to the provisions herein.

(1) *Excavation permit.* An excavation permit is required by a registrant to excavate that part of the right-of-way described in such permit and/or to hinder free and open passage over the specified portion of the right-of-way by placing facilities described therein, to the extent and for the duration specified therein. Excavation permits are not required for overhead facilities, including installation of poles for utility services.

(2) *Obstruction permit.* An obstruction permit is required by a registrant to hinder free and open passage over the specified portion of right-of-way by placing equipment, facilities, vehicles or other obstructions described therein on the right-of-way, to the extent and for the duration specified therein. An obstruction permit is not required if a person already possesses a valid excavation permit for the same project.

An obstruction permit may not be required for obstructions of eight hours or less for the purpose of repairing or maintaining previously installed facilities. An obstruction permit is required by a registrant to install overhead or above-ground facilities in a public right-of-way, including excavation of holes for the installation of supporting poles and structures.

Subd. 3. *Application for permit.* Any person desiring to occupy or use said public right-of-way or public grounds for any purpose or to maintain any sign, gas main, utility main, wireless facility, or any equipment in any of said public right-of-way or public grounds, shall file a written application therefor stating all of the pertinent details with the city clerk who shall present said application to the city council for approval or disapproval. Said application shall be accompanied by a fee in the amount set forth in chapter 1100 of this Code. If the amount of repair work exceeds the sum of five hundred dollars (\$500.00), a bond shall be posted with the city in an amount established by the city council after the application has been filed and before the permit is granted.

Subd. 4. *Application contents.* Application for a permit shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

- A. Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all known existing and proposed facilities, and the following information:
  1. Each permittee's name, Gopher One-Call registration certificate number, address and email address, if applicable, and telephone and facsimile numbers.
  2. The name, address and email address, if applicable, and telephone and facsimile numbers of a local representative. Current information regarding how to contact the local representative in an emergency shall be provided at the time of application.
  3. A certificate of insurance or self-insurance:

- i. Verifying that an insurance policy has been issued to the permittee by an insurance company licensed to do business in the State of Minnesota, or a form of self-insurance acceptable to the city.
  - ii. Verifying that the permittee is insured against claims for personal injury, including death, as well as claims for property damage arising out of the:
    - a) Use and occupancy of the public right-of-way or public grounds by the permittee, its officers, agents, employees, and permittees, and
    - b) Placement and use of facilities and equipment in the public right-of-way or public grounds by the permittee, its officers, agents, employees, and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground facilities, and collapse of property.
  - iii. Naming the city as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages;
  - iv. Requiring that the city be notified thirty (30) days in advance of cancelation of the policy or material modification of a coverage term;
  - v. Indicating comprehensive liability coverage, automobile liability coverage, workers' compensation and umbrella coverage established by the City in amounts sufficient to protect the city and the public and to carry out the purposes and policies of this chapter.
4. A copy of the actual insurance policies.
  5. If the person is a corporation, a copy of the certificate required to be filed under Minn. Stat. § 300.06, as recorded and certified to by the Secretary of State.
  6. A copy of the person's order granting a certificate of authority from the Minnesota Public Utilities Commission or other applicable state or federal agency, where the person is lawfully required to have such certificate from said commission or other state or federal agency.
  - ~~7. For small wireless facilities, applications must contain the information required in the small wireless facility design guide, available from the city clerk.~~
  - ~~8. A person seeking a permit for a small wireless facility may file one (1) application with the city for up to fifteen (15) small wireless facilities provided that all the small wireless facilities in the application:
 
    - ~~i. are located within a two-mile radius;~~
    - ~~ii. consist of substantially similar equipment; and~~
    - ~~iii. are to be placed on similar types of wireless support structures.~~~~
- ~~Subd. 5. *Small wireless facilities.* In addition to subdivision 4, the erection or installation of a wireless support structure, or the collocation of a small wireless facility, shall be subject to the following conditions:~~
- ~~A. A small wireless facility shall only be collocated on the particular wireless support structure, under those attachment specifications, and at the height indicated in the applicable permit application.~~
  - ~~B. No new wireless support structure installed with the public right of way or on the public grounds shall exceed fifty (50) feet in height without the city's written authorization, and further provided that an applicant may replace an existing wireless support structure exceeding fifty (50) feet in height with a structure of the same height subject to such conditions or requirements as may be imposed in the applicable permit.~~
  - ~~C. No wireless facility may extend more than ten (10) feet above its wireless support structure.~~

- ~~D. — Where an applicant proposes collocation on a decorative wireless support structure, sign or other structure not intended to support small wireless facilities, the city may impose reasonable requirements to accommodate the particular design, appearance or intended purpose of such structure.~~
- ~~E. — Where an applicant proposes to replace a wireless support structure, the City may impose reasonable restocking, replacement, or relocation requirements on the replacement of such structure.~~
- ~~F. — The execution of a small wireless facility collocation agreement between the applicant and the city that includes terms acceptable to the city.~~

~~Subd. 6. *Small wireless facility payment of rent.* For collocations of small wireless facilities attached to a wireless support structure owned by the city, the city can, either in its permit or in a collocation agreement, require annual rental payments and maintenance fees for the small wireless collocation as provided for in Minn. Stat. § 237.163, as it shall be amended from time to time. If a small cell facility does not purchase electricity directly from a utility, the city may charge a monthly fee for electricity used to operate a small wireless facility, as provided for in Minn. Stat. § 237.163, as it shall be amended from time to time.~~

~~Subd. 7. *Permit fee not required.* Notwithstanding subdivision 3, an additional permit fee is not required for routine maintenance of a small wireless facility; for replacement of a small wireless facility with a new small wireless facility that is substantially similar or smaller in size, weight, height, and wind or structural loading than the small wireless facility being replaced; or for installation, placement, maintenance, operation, or replacement of micro-wireless facilities that are suspended on cables strung between existing utility poles in compliance with national safety codes. Replacement of a small wireless facility, or the installation, placement, or replacement of micro-wireless facilities requires an approved application, as set forth in subdivision 4.~~

Subd. 58. *Application not required for maintenance.* Maintenance of an existing installation in the public right-of-way or on the public grounds does not require a new permit application under this section. Forty-eight-hour notice written must be provided to the city engineer, or the city engineer's designee, if any maintenance activity will obstruct the public right-of-way or public grounds, unless an emergency condition exists, in which case notice must be provided to the city as soon as feasible. Maintenance involving any excavation of the public right-of-way or public grounds requires the person to obtain a permit from the city under the provisions of chapter 320, section 320.03.

Subd. 6. *Permit fees.*

- (a) The right-of-way permit fee shall be established by the city in an amount sufficient to recover the following costs:
  - (1) The city cost as established by the city council as set forth in the city fee schedule:
    - a. Base permit fee shall apply to the initial 400 square feet of each excavation location.
    - b. Additional lineal foot fee shall apply to length of excavation by trenching or boring.
  - (2) The degradation of the right-of-way that will result from the excavation;
  - (3) Restoration, if done or caused to be done by the city; and
  - (4) Costs incurred by city for management costs.
- (b) No right-of-way permit shall be issued without payment of all fees required prior to the issuance of such a permit.

Subd. 7. *Duties of permittees.*

- (a) Obtaining a right-of-way permit does not relieve the permittee of its duty to obtain all other necessary permits, licenses, franchises or other authorizations and to pay all fees required by this city or any other city, or county, state or federal rules, laws or regulations. A permittee shall comply with all requirements of local, state and federal laws, including Minn. Stats. §§ 216D.01 through 216D.09. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations and is

responsible for all work done in the right-of-way pursuant to its permit, regardless of who performs the work.

- (b) Permittees are expected to initiate and perform work in a timely manner. The city reserves the right to adjust unreasonably long permit dates. Generally, the permittee is expected to perform work in such a manner that restoration can be completed within 30 days of initial excavation.
- (c) Except in the case of an emergency, and with the approval of the city engineer, no right-of-way obstruction or excavation, including, but not limited to, hard surface removal, may be performed when seasonally prohibited from November 1 until lifting of the Minnesota Department of Transportation seasonal load limits or when conditions are unreasonable for such work as determined by the city engineer.
- (d) A permittee shall not so obstruct a right-of-way that the natural free and clear passage of water through the gutters or other waterways shall be interfered with. Private vehicles shall not be parked within or adjacent to the permit area. The loading or unloading of trucks adjacent to a permit area is prohibited unless specifically authorized by the permit.
- (e) All applicants shall be required to install equipment jointly in a common trench in all new subdivisions.

Subd. 8. Inspections.

- (a) When the work under any permit under this article is completed, the permittee shall notify the city.
- (b) The permittee shall make the work site available to the city inspector and to all others as authorized by law for inspection at all reasonable times during the execution and upon completion of work.
- (c) At the time of inspection, the city inspector may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well-being of the public. The city inspector may issue an order to the registrant for any work which does not conform to the applicable standards, conditions or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Within ten days after issuance of the order, the registrant shall present proof to the city that the violation has been corrected. If such proof has not been presented within the required time, the city may revoke the permit pursuant to Subd. 13 Revocation of Permit.
- (d) The cost of any action taken by the city shall be paid by the permittee.

Subd. 9. Work done without a permit.

- (a) Emergency situations. Each registrant shall immediately notify the director of any event regarding its facilities which it considers to be an emergency. The registrant may proceed to take whatever actions are necessary to respond to the emergency. Within two business days after the occurrence of the emergency the registrant shall apply for the necessary permits, pay the fees associated therewith and fulfill the rest of the requirements necessary to bring itself into compliance with this section for the actions it took in response to the emergency. If the director becomes aware of an emergency regarding a registrant's facilities, the director shall make all reasonable efforts to contact the local representative of each registrant affected, or potentially affected, by the emergency. In any event, the director may take whatever action it deems necessary to respond to the emergency and such cost shall be borne by the registrant whose facilities
- (b) Non-emergency situations. Except in an emergency, any person who, without first having obtained the necessary permit, obstructs or excavates a right-of-way must subsequently obtain a permit, and as a penalty pay double the normal fee for said permit, pay double all the other fees required by this section, deposit with the director the fees necessary to correct any damage to the right-of-way and comply with all of the requirements of this section.

Subd. 10. Damage to right-of-way or equipment caused by registrant's facilities.

- (a) When the city does work in the right-of-way and finds it necessary to maintain, support or move a registrant's facilities to protect it, the city shall notify the local representative as early as is reasonably possible. Should the registrant fail to respond in a timely manner to move or support the facility in question, the costs associated therewith with the city moving or supporting the facility will be billed to the registrant and must be paid within 30 days from the date of billing.
- (b) Each registrant shall be responsible for the cost of repairing any portion of the right-of-way or facilities in the right-of-way which it or its facilities damage. In the event of an emergency or if registrant does not undertake repair of the damage within 14 days of notice from city, then city may repair the damage and registrant must pay invoice from city within 30 days from the date of billing with the cost recoverable from, among other things, any bond provided. Each registrant shall be responsible for the cost of repairing any damage to the facilities of another registrant caused during the city's response to an emergency occasioned by the registrant's facilities.

Subd. 11. Restoration of right-of-way.

- (a) The work to be done under the permit and the restoration of the right-of-way as required in this article must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances constituting force majeure or when work was prohibited as unseasonable or unreasonable under Subd. 7, all in the sole determination of the city. In addition to repairing its own work, the permittee must restore the general area of the work, and the surrounding areas, including the paving and its foundations, to the same condition that existed before the commencement of the work, and must inspect the area of the work and use reasonable care to maintain the same condition for 24 months thereafter. If a new firm disturbs a work area for which a permit was previously granted, the firm shall assume responsibility for the restoration work for 24 months thereafter.
- (b) The permittee shall perform the work according to the standards and with the materials specified by the city and in compliance with Minn. Rules 7819.1100. The city shall have the authority to prescribe the manner and extent of the restoration and may do so in written procedures of general application or on a case-by-case basis. The city, in exercising this authority, shall be guided but not limited by the following standards and considerations:
- (1) The number, size, depth and duration of the excavations, disruptions or damage to the right-of-way;
  - (2) The traffic volume carried by the right-of-way, and the character of the neighborhood surrounding the right-of-way;
  - (3) The pre-excavation condition of the right-of-way, and the remaining life expectancy of the right-of-way affected by the excavation;
  - (4) Whether the relative cost of the method of restoration to the permittee is in reasonable balance with the prevention of an accelerated depreciation of the right-of-way that would otherwise result from the excavation, disturbance or damage to the right-of-way; and
  - (5) The likelihood that the particular method of restoration would be effective in slowing the depreciation of the right-of-way that would otherwise take place.

Notwithstanding the provisions of this subsection, the maximum limits of restoration methods and area requirements the city will impose are found in PUC plates 1 to 13, shown in Minn. Rules 7819.9900 to 7819.9950 of the state public utility commission rules.

If the permittee fails to restore the right-of-way in the manner and to the condition required by the city or fails to satisfactorily and timely complete all repairs required by the city, the city at its option may perform or cause to be performed such work. In that event the permittee shall pay to the city, within 30 days of billing, the cost of restoring the right-of-way. If the permittee fails to pay as required, the city may exercise its rights under the performance and restoration surety.

Subd. 12. Abandoned and unusable facilities.

- (a) Discontinued operations. A registrant who has determined to discontinue all or a portion of its operations in the city must provide information satisfactory to the city that the registrant's obligations for its facilities in the right-of-way under this chapter have been lawfully assumed by another registrant.
- (b) Removal. Any registrant who has abandoned facilities in any right-of-way shall remove it from that right-of-way if required in conjunction with other right-of-way repair, excavation, or construction, unless this requirement is waived by the city.
- (c) Abandoned equipment considered Nuisance. Equipment of a registrant which fails to comply with subsection (a) and (b) of this section and which, for two years, remains unused shall be deemed to be abandoned. Abandoned equipment is deemed to be a nuisance. The city may exercise any remedies or rights it has at law or in equity, including, but not limited to, abating the nuisance, taking possession of the equipment and restoring it to a usable condition, or requiring removal of the equipment by the registrant or by the registrant's surety.

Subd. 13. Denial of permit.

- (a) Reasons for denial. The city may deny a permit for failure to meet the requirements and conditions of this article or if the city determines that the denial is necessary to protect the health, safety, and welfare or when necessary to protect the right-of-way and its current and future uses. The city may deny a permit if the utility has failed to comply with previous permit conditions. The city may withhold issuance of a permit until the applicant is in compliance with the conditions of a previous permit.
- (b) Procedural requirements. The denial of a right-of-way permit must be made in writing and must document the basis for the denial. If an application is denied but is capable of correction, then the right-of-way user may cure the deficiencies identified by the city and resubmit its application. If the application is resubmitted within 30 days of receipt of the notice of denial, no additional application fee shall be imposed. The city must approve or deny the resubmitted application within 30 days after submission.

Subd. 14. Revocation of permit.

- (a) Registrants hold permits issued pursuant to this Code as a privilege and not as a right. The city reserves its right, as provided in this section and in accordance with Minn. Stats. § 237.163, subd. 4, to revoke any right-of-way permit, without fee refund, in the event of a substantial breach of the terms and conditions of any statute, ordinance, rule or regulation, or any condition of the permit. A substantial breach by the permittee shall include, but shall not be limited to, the following:
  - (1) The violation of any material provision of the right-of-way permit;
  - (2) An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the city or its citizens;
  - (3) Any material misrepresentation of fact in the application for a right-of-way permit;
  - (4) The failure to maintain the required surety and/or insurance;

- (5) Any work is done by a person not registered;
- (6) The failure to complete the work in a timely manner; or
- (7) The failure to correct a condition indicated on an order issued pursuant to Subd. 18 Inspections
- (b) If the city determines that the permittee has committed a substantial breach of a term or condition of any statute, ordinance, rule, or regulation or any condition of the permit, the city shall make a written demand upon the permittee to remedy such violation. The demand shall state that continued violations may be cause for revocation of the permit. Further, a substantial breach, as stated in this subsection, will allow the city, at the city's discretion, to place additional or revised conditions on the permit.
- (c) Within three business days of receiving notification of the breach, the permittee shall contact the city with a plan, acceptable to the city inspector, for its correction. The permittee's failure to so contact the city inspector, the permittee's failure to submit an acceptable plan, or the permittee's failure to reasonably implement the approved plan shall be cause for immediate revocation of the permit. Further, the permittee's failure to so contact the city inspector, or the permittee's failure to submit an acceptable plan, or the permittee's failure to reasonably implement the approved plan, shall automatically place the permittee on probation for one full year.

Subd. 15. *Penalty.* Any person violating any provisions of this article shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than \$1,000.00.

Subd. 16. *Appeal.* A right-of-way user that: (1) has been denied registration; (2) has been denied a permit; (3) has had permit revoked; or (4) believes that the fees imposed are not in conformance with Minn. Stats. ch. 237.163, subd. 5, may have the denial, revocation, or fee imposition reviewed, upon written request, by the city council. The city council shall act on a timely written request at its next regularly scheduled meeting. A decision by the city council affirming the denial, revocation, or fee imposition will be in writing and supported by written findings establishing the reasonableness of the decision.

Subd. 17. *Reservation of regulatory and police powers.*

- (a) The city, by the granting of a right-of-way permit, or by registering a person under this article, does not surrender or to any extent lose, waive, impair, or lessen the lawful powers and rights which it has now or may be hereafter vested in the city under construction and statutes of the state or the Ordinances of the city to regulate the use of the right-of-way by the permittee; and the permittee by its acceptance of a right-of-way permit or of registration under those ordinances agrees that all lawful powers and rights, regulatory power, or police power, or otherwise as are or as may be from time to time vested in or reserved to the city shall be in full force and effect and subject to the exercise thereof by the city at any time. A permittee or registrant is deemed to acknowledge that its rights are subject to the regulatory and police powers of the city to adopt and enforce general ordinances necessary to the safety and welfare of the public and deemed to agree to comply with all applicable general laws and ordinances enacted by the city pursuant to such powers.
- (b) Any conflict between the provisions of a registration or of a right-of-way permit and any other present or future exercise of the city's regulatory or police powers shall be resolved in favor of the latter.

Subd. 18. *Nonliability of city; indemnification of city.*

- (a) By reason of the acceptance of a registration or the grant of a right-of-way permit, the city does not assume any liability for:

(8) Injuries to persons, damage to property, or loss of service claims by parties other than the registrant or the city; or

(9) Claims or penalties of any sort resulting from the installation, presence, maintenance, or operation of equipment by registrants or activities of registrants.

(b) By registering with the city, or by accepting a permit under this article, a registrant or permittee agrees to defend and indemnify the city in accordance with the provisions of Minn. Rules 7819.1250.

Subd. 19-9. Severability. The provisions of this section shall be deemed to be severable. The invalidity or unenforceability of any provision shall not impact the validity or enforceability of any other provision of this section.

If a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that any permit, right or registration issued under this article or any portion of this article is illegal or unenforceable, then any such permit, right or registration granted or deemed to exist hereunder shall be considered as a revocable permit with a mutual right in either party to terminate without cause upon giving 60 days written notice to the other party. The requirements and conditions of such a revocable permit shall be the same requirements and conditions as set forth in the permit, right or registration, respectively, except for conditions relating to the term of the permit and the right of termination. Nothing in this article precludes the city from requiring a franchise agreement with the applicant, as allowed by law, in addition to requirements set forth herein.

## Sec. 320.04. Prevention of obstruction and encumbrance of streets and other public places.

### Subd. 1. *Obstructions prohibited.*

- (a) No person, except under a proper building permit issued by the building inspector and/or zoning administrator, shall erect, build, set-up, keep or maintain any house, store, shop, or other structure in or upon any sidewalk, street, avenue, alley or other public thoroughfare in this municipality.
- (b) No person shall create an obstruction on any public street through the placement or storage of items not otherwise authorized for use on the public street. This shall include, but is not limited to, refuse, refuse/recycling/yard waste containers, basketball hoops, fencing, landscape materials sports nets/goals, or any other tangible object that may hinder free and open passage over that or any part of the public street.
- (c) Any person desiring a temporary use of the public street or right of way for the purposes of placing an obstruction may make a written application to the city for a Temporary Street Obstruction Permit. Such Temporary Street Obstruction Permit may allow under specific conditions the storage of equipment or materials within the public street or right of way for up to 14 consecutive calendar days. A Temporary Street Obstruction Permit may allow under specific conditions for the closure of sidewalks, bike lanes, parking lanes, or driving lanes for up to one year in conjunction with an approved development project and associated agreement. Said application shall be accompanied by a fee in the amount set forth in chapter 1100 of this Code.
- (d) Further, it shall be unlawful for any person to leave, deposit, or place ~~any boxes, merchandise, timber, planks, boards, shingles, barrels, bricks, stones, trucks, wagons, automobiles, boats, or vehicles of any sort, in or upon any street, alley, sidewalk, or other public place within the City of Waconia. It shall also be unlawful for any person to place, throw, or cause to be placed or thrown upon any of said places any broken glass, tacks, nails, or other sharp or dangerous substances, the presence of which would be likely to cause injury to pedestrians or vehicles, or for any person to sweep, place, or throw from any building into any street, avenue, or alley of the City of Waconia any dust, sweepings, shavings, ashes, or any refuse of any kind whatsoever, or to place~~ in any sewer, drain, catch basin, manhole, or gutter in any such places any obstruction to the flow of water in such sewer, drain or catch basin.
- (e) Any person violating any provision of this section shall be guilty of a misdemeanor, and upon conviction, shall be punished by a fine not to exceed \$1,000.00, or by imprisonment not to exceed 90 days, or both, or any different amounts adopted by statute. Enforcement of this chapter may also be pursued through the city administrative municipal court for adult offenders

Subd. 2. *Removal of obstructions or encumbrances.* When any obstruction or encumbrance of any kind shall be put, placed, or left on any street, sidewalk, alley, or public thoroughfare in this municipality contrary to the provisions of this chapter, the building inspector and/or zoning administrator or any police officer shall notify the person who put, placed or left such obstruction or encumbrance on such street; sidewalk or other public thoroughfare and the owner of the abutting property, if they are not the same person, to immediately remove the same.

- (a) It shall be the responsibility of a developer under any development agreement, a building permit holder, and the property owner of the site of any construction work to immediately clean up any siltation, dirt, earth, concrete (including concrete wash wastes and runoff liquids), asphalt or other similar substance deposited upon any street right-of-way as a result of motor vehicle traffic from a construction site or improper or insufficient erosion control measures on such site. This obligation shall be a condition of every building permit issued by the City. If the developer, building permit holder, or property owner fails to immediately to clean up the public streets as provided in this section, their building permit may be revoked.

(b) Any person that operates a motor vehicle or tows a trailer with any load or contents so unsecured or inadequately enclosed or covered that a portion of the load is allowed to fall upon public right-of-way or spill into a storm sewer or catch basin shall be personally liable for and shall pay for all costs incurred by the city for the removal, proper disposal of the load or contents thereof deposited upon the public right-of-way, and any repairs or restoration [of] the public right-of-way.

(c) If such person fails or refuses to remove such obstruction or encumbrance within a reasonable time, such obstruction or encumbrance may be removed by municipal employees, which employees shall make an itemized account of the expenses, if any, incurred by reason of such removal and shall verify such account and file it with the city clerk. Such expense shall be paid out of the general fund of this municipality and may be recovered from the owner of such materials by sending an invoice to said person, and upon counsel order by a civil suit.

Subd. 3. *Animals.* It shall be unlawful for any person to ride, drive, or leave any horse, mule, cow, or any similar domesticated animal along or across any sidewalk, curb, or gutter in the City of Waconia, unless otherwise provided under section 320.02 of this Code.

Subd. 4. *Water spouts.* It shall be unlawful for any person to maintain a water spout on any building owned or occupied by him in such a manner that the water passing from such water spout shall fall upon or shall necessarily have to be carried across adjacent property. It shall also be unlawful for any person owning property within the City of Waconia to construct water spouts so that the water passing through such water spouts shall be let across the sidewalks of the City of Waconia except where there are provided proper outlets leading from such premises to the street gutters.

Subd. 5. *House or building moving.* It shall be unlawful for any person, firm, or corporation except a licensed house mover, properly licensed pursuant to chapter 540 of this Code, to move any building upon any public highway within the city limits of the City of Waconia.

Subd. 6. *Signs and awnings.* It shall be unlawful for any person within the City of Waconia to erect, build, set up, place or keep any sign or wooden awning over any street or sidewalk in the City of Waconia at a height less than eight feet from and above such street and sidewalk. Further, it shall be unlawful for any person within the City of Waconia to erect, build, place, or keep any cloth awnings over any street or sidewalk in said city at a height less than six (6) and one-half ( $\frac{1}{2}$ ) feet above such street or sidewalk.

Subd. 7. *Outdoor display.* It shall be unlawful for any person within the City of Waconia to place or permit to be placed upon or over any sidewalk in the City of Waconia or suspend over any streets or sidewalks in said city, any goods, wares, or merchandise for sale, show, or otherwise, beyond the front line of said lot, unless a permit has been obtained in accordance with the provisions of section 320.01 of this Code.

**Sec. 320.06. Removal of ice, snow, grass, leaves, dirt, and rubbish from public sidewalks.**

Subd. 1. *Public nuisance.* All snow, ice, grass, leaves, dirt, or rubbish remaining upon public sidewalks within the City of Waconia more than twelve (12) hours after its deposit thereon is hereby declared to constitute a public nuisance and shall be removed by the owner or tenant of the abutting private property within twelve (12) hours after such snow, ice, dirt, or rubbish has been deposited thereon.

Subd. 2. *Removal.* The City of Waconia, upon notice thereof, may cause to be removed from all public sidewalks, beginning twenty-four (24) hours after snow, ice, grass, leaves, dirt, or rubbish has been deposited thereon, all such matter which may be discovered thereon, and the clerk shall keep a record of the cost of such removal and the private property adjacent to which such accumulations were found and removed and shall report same to the council for action at its next regular meeting.

Subd. 3. *Assessment of costs.* The city clerk shall, upon direction from the city council, and on receipt of the information provided for in the preceding section, extend the cost of such removal of snow, ice, grass, leaves, dirt or rubbish as a special assessment against the lots or parcels of property abutting on the sidewalks which were cleared pursuant to this chapter and pursuant to the provisions of Minn. Stat. § 429.101. Such special assessment shall, at the time of certifying taxes to the county auditor, be certified for collection as other special assessments are so certified and collected. Alternatively, the city clerk shall, upon direction from the city council, bring suit in a court of competent jurisdiction to recover the cost of such clearing and the costs and disbursements of said suit.

Subd. 4. *Snow.* It shall be unlawful for any person, not acting under specific direction from the city, to remove snow from private property or alleys and to place the same upon a public street or other public property in such quantity, or in such manner, as to cause a hazard to travel, without adequate arrangement for the immediate removal thereof. Any person violating this subdivision shall be subject to an assessment equal to actual costs incurred while on site plus administrative fee for snow removal according to the adopted fee schedule in chapter 1100 in order to reimburse the city for the cost of removing such snow from the public street or other public property. Such assessment shall be payable within 30 days of the date of billing by the city and, in default of payment, shall be extended as a special assessment against the property from which such snow was removed. Such special assessment shall, at the time of certifying taxes to the county auditor, be certified for collection as other special assessments are so certified and collected. Alternatively, the city clerk shall, upon direction from the city council, bring suit in a court of competent jurisdiction to recover such assessment and the costs and disbursements of said suit.

(Ord. No. 746, 3-7-22)

**Sec. 320.07. Regulation of grass, weeds, and trees in streets and other public property.**

Subd. 1. *Control of trees and grass plants.* The City of Waconia shall have control and supervision over all trees, shrubs, and other similar plants located upon, or overhanging all streets, or other public property.

Subd. 2. *Permit required.* It shall be unlawful for any person to remove any tree which is located upon public property, including rights-of-way, without first obtaining a permit therefor in writing from the city council. Each application shall be accompanied by a fee in the amount set forth in chapter 1100 of this Code.

Subd. 3. *Duty of property owners to cut grass and weeds and maintain shrubs and trees.* Every owner of property abutting upon any street shall cut any grass or weeds growing thereon from the line of such property nearest to said street to the center of such street. If such grass or weeds shall attain a height in excess of four (4) inches it shall be prima facie evidence of a failure to comply with this subdivision.

Every owner of property abutting on any street shall, subject to the provisions herein requiring a permit therefor, trim, cut and otherwise maintain all trees and shrubs from the line of such property nearest to such street to the center of such street. Overhanging branches of all deciduous trees within public street rights-of-way and within ten feet of private streets shall, , be at least thirteen and one-half feet above street surfaces and at least eight feet above the ground for all other public places except grass or landscape areas. This requirement includes trees that are planted on private property, but overhang within public areas or rights-of-way.

Subd. 4. *Grade and obstruction in areas reserved for sidewalks and utilities.* It shall be unlawful for any person to plant any tree, shrub, or any similar plant, or to place any structure or obstruction whatsoever in any area reserved for a sidewalk within the City of Waconia.

Trees and shrubs shall not be planted within ten feet, horizontally, of any sewer line, water line or driveway or within four feet of any public trail or sidewalk. The placement of trees and shrubs within public rights-of-way and within ten feet of private streets shall not disturb any ground within two feet, horizontally, of any gas lines, electric lines, phone lines, or cable television lines. This provision shall not invalidate any greater setback requirement found in any utility easement or other private covenant.

Trees, shrubbery, and other plant material shall not be planted or maintained on public or private property in a way that obscures or impedes the visual sight lines required to ensure the safe and efficient circulation of vehicles and pedestrians on streets, intersections, trails, and sidewalks. Trees, shrubbery or other plant material shall not be planted in any location which blocks the visibility of any regulatory, warning, or street identification sign, as seen from that part of any public right-of-way to which the sign is oriented, or blocks the illumination provided by streetlights.

Subd. 5. *City may order work done.* The City of Waconia may, in cases of failure to comply with the provisions of this section, cause such work to be performed by employees of the city, and shall keep an accurate account of the cost thereof for each lot, piece, or parcel of land abutting upon such street.

Subd. 6. *Assessment.* If such maintenance work is performed by the city as set forth in the foregoing subdivision, the city clerk shall compute the cost attributable to each lot, piece, or parcel of abutting land and shall, at the next regular meeting of the city council, report such cost to the council and obtain its approval thereof. When such certificate has been approved, it shall be extended as a special assessment against such abutting land and such special assessment, shall, at the time of certifying taxes to the county auditor, be certified for collection in the same manner as other special assessments are certified and collected pursuant to the provisions of Minn. Stat. § 429.101.

## **Sec. 320.08. Vacation of streets and public ways.**

Subd. 1. *Procedure for vacation.* The city council may, by resolution, vacate any street, alley, public grounds, public way, publicly owned utility easement or boulevard reserve, or any part thereof, on its own motion or on petition of a majority of the owners of land abutting on the street, alley, public grounds, publicly owned utility easement, boulevard reserve, or part thereof, to be vacated pursuant to the provisions of Minn. Stat. § 412.851.

Subd. 2. *Petition for vacation and fees.* A petition for vacation of any street, alley, public grounds, public way, publicly owned utility easement or boulevard reserve, or any part thereof, shall be filed with the city clerk and shall be accompanied by payment of a filing fee in the amount set forth in chapter 1100 of this Code. In addition to the filing fee, the petitioner or petitioners shall be responsible for all expenses incurred by the city in connection with the vacation proceeding including, but not limited to, legal fees, engineering fees, filing fees and publication fees. A deposit in the amount of two hundred fifty dollars (\$250.00) shall be paid by the petitioner or petitioners to the city clerk at the time of filing of the petition to apply toward such costs. If the costs as finally determined exceed the amount of such deposit, a billing statement detailing the disbursements for such costs shall be mailed to the petitioner or petitioners, which statement shall be due and payable within thirty (30) days of receipt. Filing of the order of vacation, if granted, shall be withheld pending receipt of final payment. If the costs as finally determined are less than the amount of the deposit, the difference shall be promptly refunded to the petitioner or petitioners together with a detailed statement of disbursements.

The City of Waconia shall be exempt from the fee requirements of this section.

Subd. 3. *Re-submission of petition.* No petition for vacation of any street, alley, public grounds, public way, a publicly owned utility easement or boulevard reserve, or any part thereof, which has been denied, wholly or in part, shall be re-submitted earlier than six (6) months from the date of action taken by the city council on such petition, except within the discretion of the council upon grounds of new evidence or proof of substantial change of conditions.

Subd. 4. *Reservation of right.* In accordance with Minn. Rule 7819.3200, if the city vacates a right-of-way which contains the facilities or equipment of a registrant or right-of-way user and the right-of-way vacation does not require the relocation of the right-of-way user's facilities, the local government unit shall, except when it would not be in the public interest, reserve to and for itself and all right-of-way users having facilities in the vacated right-of-way, the right to install, maintain, and operate facilities in the vacated right-of-way and to enter upon the right-of-way at any time to reconstruct, inspect, maintain, or repair the facilities.

Subd. 5. *Relocation of equipment or facilities.* If the vacation requires the relocation of registrant or permittee equipment or facilities; and (1) if the vacation proceedings are initiated by the registrant or permittee, the registrant or permittee must pay the relocation costs; or (2) if the vacation proceedings are initiated by the city, the registrant or permittee must pay the relocation costs unless otherwise agreed to by the city and the registrant or permittee; or (3) if the vacation proceedings are initiated by a person or persons other than the registrant or permittee, such other person or persons must pay the relocation costs.

## Sec. 320.10. Small Wireless Facilities

Subd. 1. *Small wireless facility permitting.* In addition to permit requirements of Sec 320.01, For small wireless facilities, applications must contain the information required in the small wireless facility design guide, available from the city clerk.

A. A person seeking a permit for a small wireless facility may file one (1) application with the city for up to fifteen (15) small wireless facilities provided that all the small wireless facilities in the application:

- i. are located within a two-mile radius;
- ii. consist of substantially similar equipment; and
- iii. are to be placed on similar types of wireless support structures.

Subd. 2. *Small wireless facilities.* ~~In addition to subdivision 4,~~ the erection or installation of a wireless support structure, or the collocation of a small wireless facility, shall be subject to the following conditions:

- A. A small wireless facility shall only be collocated on the particular wireless support structure, under those attachment specifications, and at the height indicated in the applicable permit application.
- B. No new wireless support structure installed with the public right-of-way or on the public grounds shall exceed fifty (50) feet in height without the city's written authorization, and further provided that an applicant may replace an existing wireless support structure exceeding fifty (50) feet in height with a structure of the same height subject to such conditions or requirements as may be imposed in the applicable permit.
- C. No wireless facility may extend more than ten (10) feet above its wireless support structure.
- D. Where an applicant proposes collocation on a decorative wireless support structure, sign or other structure not intended to support small wireless facilities, the city may impose reasonable requirements to accommodate the particular design, appearance or intended purpose of such structure.
- E. Where an applicant proposes to replace a wireless support structure, the City may impose reasonable restocking, replacement, or relocation requirements on the replacement of such structure.
- F. The execution of a small wireless facility collocation agreement between the applicant and the city that includes terms acceptable to the city.

Subd. 3. *Small wireless facility payment of rent.* For collocations of small wireless facilities attached to a wireless support structure owned by the city, the city can, either in its permit or in a collocation agreement, require annual rental payments and maintenance fees for the small wireless collocation as provided for in Minn. Stat. § 237.163, as it shall be amended from time to time. If a small cell facility does not purchase electricity directly from a utility, the city may charge a monthly fee for electricity used to operate a small wireless facility, as provided for in Minn. Stat. § 237.163, as it shall be amended from time to time.

Subd. 4. *Permit fee not required.* Notwithstanding subdivision 3, an additional permit fee is not required for routine maintenance of a small wireless facility; for replacement of a small wireless facility with a new small wireless facility that is substantially similar or smaller in size, weight, height, and wind or structural loading than the small wireless facility being replaced; or for installation, placement, maintenance, operation, or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles in compliance with national safety codes. Replacement of a small wireless facility, or the installation, placement, or replacement of micro wireless facilities requires an approved application, as set forth in subdivision 4.

Subd. 5. Collocation agreement. A small wireless facility permit shall only be issued for collocation on a city-owned wireless support structure after the applicant has executed a standard small wireless facility collocation and lease agreement with the city. The standard collocation agreement may require payment of the following:

(1) Up to \$150.00 per year for rent to collocate on the city structure;

(2) \$25.00 per year for maintenance associated with the collocation;

(3) If the provider obtains electrical service through the city, a monthly fee for electrical service as follows:

a. \$73.00 per radio node less than or equal to 100 maximum watts;

b. \$182.00 per radio node over 100 maximum watts; or

c. The actual costs of electricity, if the actual costs exceed the foregoing.

**CITY OF WACONIA  
RESOLUTION NO. 2025-287**

**RESOLUTION APPROVING SUMMARY  
PUBLICATION OF ORDINANCE NO. 786**

**WHEREAS**, the City Council of the City of Waconia, Minnesota (the “City”) adopted Ordinance No. 786 on December 22, 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. 786 is hereby approved:

ORDINANCE NO. 786, AN ORDINANCE AMENDING CHAPTER 320 REGARDING STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES, amends Chapter 320 of the Waconia City Code to:

- i. Sec. 320.01 of the Ordinance defines the requirements for Excavation and Obstruction Permits, removes reference to Small Cell Wireless Facilities to become a separate Section, and adds Subdivisions for Permit Fees, Duties of Permittees, Inspections, Damage to right-of-way or Equipment caused by Registrant’s facilities, Restoration of right-of-way, Abandonment of unusable facilities, Denial of Permit, Revocation of Permit, Penalty, Appeal, Reservation of regulatory and police powers, Nonliability and Indemnification of City, and adds definition to the Severability subdivision.
- ii. Sec. 320.04 of the Ordinance clarifies the prohibition of Obstructions and the requirements for removal of obstructions or encumbrances.
- iii. Sec. 320.06 and Sec. 320.07 of the Ordinance addresses the regulation of grass, weeds, and trees in streets, sidewalks, and other public property.
- iv. Sec. 320.08 of the Ordinance governs reservation of rights and relocations of equipment or facilities related to vacation of streets and public ways.

- v. Sec. 320.10 of the Ordinance creates a new Section governing Small Cell Wireless Facilities as previously included in Sec. 320.01.

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.

Adopted by the City Council of the City of Waconia this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

Attest: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.9. Appointment of Utility Maintenance Worker	
<b>Originating Dept:</b> Administration	
<b>Presented By:</b> Jackie Schulze	
<b>Previous Council Action:</b> Resolution No. 2025-191 Accept Advance Retirement of Utility Maintenance Worker Jeffrey Hilgers	
<b>Item Type:</b>	Consent
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-288 Appointment of Utility Maintenance Worker	
<b>EXPLANATION OF AGENDA ITEM:</b>	
<p>Earlier this year, Utility Maintenance Worker Jeffrey Hilgers notified the City of his intent to retire on March 6, 2026. In accordance with City policy, non-exempt vacancies may be posted internally, and qualified internal candidates may be considered for promotion.</p> <p>Following the internal posting and application period, staff recommend promoting Street Maintenance Worker Alex Worm to the Utility Maintenance Worker position, effective March 9, 2026. Alex previously worked as a seasonal employee in the Utilities Division for four years before joining the City as a full-time Street Maintenance Worker in December 2024. Over the past year, he has also obtained his Commercial Driver’s License, further demonstrating his commitment to professional development and readiness for this role.</p> <p>Upon promotion, Alex will begin at Step 1 of the Utility Maintenance Worker pay scale (Pay Grade 7). His benefits and accruals will remain unchanged.</p>	
<b>ATTACHMENTS:</b>	
1. Resolution No. 2025-288 Utility Maintenance Worker	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA**  
**RESOLUTION NO. 2025-288**  
**RESOLUTION APPROVING THE PROMOTION OF ALEX WORM TO**  
**UTILITY MAINTENANCE WORKER**

**WHEREAS**, the City will have a Utility Maintenance Worker vacancy effective March 6, 2026; and

**WHEREAS**, per City Policy, the Utility Maintenance Worker position was posted internally, and Street Maintenance Worker Alex Worm submitted his application for consideration; and

**WHEREAS**, Alex Worm previously served the City of Waconia as a seasonal employee in the Utilities Division for four years and has been employed full-time as a Street Maintenance Worker since December 2024; and

**WHEREAS**, City staff recommend promoting Alex Worm to the Utility Maintenance Worker role effective March 9, 2026; and

**WHEREAS**, upon promotion, Alex Worm will begin at Step 1 of the Utility Maintenance Worker pay scale (Pay Grade 7), and his benefits and accruals will remain unchanged.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Waconia hereby approves the promotion of Alex Worm to the position of Utility Maintenance Worker, effective March 9, 2026.

Adopted by the City Council of the City of Waconia this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.10. Donation and Approve Pass Thru Recommendation - Waconia Fire Relief Association	
<b>Originating Dept:</b> Finance	
<b>Presented By:</b> Nicole Meyer	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent
<p><b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-289 Accepting Donation and Approving Pass Through Recommendation from Waconia Fire Relief Association</p> <p><b>EXPLANATION OF AGENDA ITEM:</b></p> <p>The City received a donation from the Waconia Fire Department Gambling Board totaling \$3,324.63 The gambling board approved this donation as a pass-through for the following purposes:</p> <ul style="list-style-type: none"> <li>• \$3,324.63 – Fitness Equipment for Fire Station Exercise Room - Kettlebell Set &amp; Safety Squat Bar</li> </ul> <p>With the Council’s acceptance of the donation and recommended purpose for pass through by the gambling board, City staff will recognize the donation revenue and off-setting expenditures in the General Fund — Fire budget (101).</p> <p><b>ATTACHMENTS:</b></p> <p>1. Resolution No. 2025-289 Pass Thru Fire Relief</p>	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses: General Fund - Fire (101)	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
X _____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA  
RESOLUTION NO. 2025-289  
RESOLUTION ACCEPTING DONATION AND PASS THRU RECOMMENDATION  
FROM WACONIA FIRE RELIEF ASSOCIATION**

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>	<u>Department/Fund</u>
Waconia Fire Gambling Board	Check	\$3,324.63	General Fund

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

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

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

- \$3,324.63 – Fitness Equipment for Fire Station Exercise Room – Kettlebell Set & Safety Squat Bar

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

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

Adopted by the City Council of the City of Waconia this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.11. Sale or Disposal of Surplus Equipment	
<b>Originating Dept:</b> Finance	
<b>Presented By:</b> Nicole Meyer	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-290 Approving Surplus Equipment and Sale	
<b>EXPLANATION OF AGENDA ITEM:</b>	
<p>Safari Island staff moved back into their space earlier this winter, they conducted a review and cleanup of stored equipment. During this process, staff identified a set of miscellaneous hand weights. Several of the weights have missing size pairs, and others are damaged, with rubber coating peeling off. Due to the incomplete and deteriorated condition of the set, the equipment has been removed from service and placed into storage. While the weights are no longer suitable for City programming, staff believes they could still be usable for a small gym or personal fitness trainer. Therefore, staff is requesting that the hand weights be deemed surplus and authorized for disposal. A description of the items is provided below.</p> <ul style="list-style-type: none"> <li>• Intek Hand Weight Miscellaneous Sets with Life Fitness Rack</li> </ul> <p>For this sale, the City will list the item with NIHCA (National Independent Health Club Association) and the State of Minnesota Auction site to capture a targeted audience. The equipment will be sold as is and to the highest bidder. Funds from the sale will be recognized in the Capital Equipment Fund (105) as reimbursement revenue.</p>	
<b>ATTACHMENTS:</b>	
1. Resolution No. 2025-290 Surplus Equipment	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses: General Fund - Streets (101)	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA  
RESOLUTION NO. 2025-290**

**RESOLUTION APPROVING SURPLUS EQUIPMENT AND SALE**

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

**WHEREAS**, the list of surplus items includes the following:

- Intek Hand Weight Miscellaneous Sets with Life Fitness Rack

**WHEREAS**, funds received for the equipment with saleable value will be recognized in the Capital Equipment Fund (105) as reimbursement revenue; and

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

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

Adopted by the City Council of the City of Waconia this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	December 22, 2025
<b>Item Name:</b>	8.12. Approve Investment Portfolio Diversification Due to Unspent Bond Proceeds - Fiscal Year End 2025
<b>Originating Dept:</b>	Finance
<b>Presented By:</b>	Nicole Meyer
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent
<p><b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-291 Approving Investment Portfolio Diversification Due to Unspent Bond Proceeds - Fiscal Year End 2025</p> <p><b>EXPLANATION OF AGENDA ITEM:</b></p> <p>The City's investment policy is outlined in the City's Financial Policy and Guidelines. In the policy, it is stated that not one of the City's broker-dealers or financial institutions will hold more than 50% of the City's investment portfolio at any time. For fiscal year-end 2025, the City will have more than 50% of its cash and investments held with one institution due to bond proceeds that are left unspent for the street reconstruction project phase 3, well #9 construction, and fire rescue truck replacement. This is not a usual circumstance for the City as bonds are normally issued and then mostly spent in the same fiscal year. However, these projects are multi-year projects that are planned to be wrapped up next year. Because of this, staff wanted to make the City Council aware of this and acknowledge approval for audit purposes for 2025.</p> <p>With the bonds being issued in 2025, City staff invested the funds with Moreton Capital Investments to maximize the City's return on investment while the funds are waiting to be spent in 2026 on these projects. Moreton Capital is a trusted advisor that assisted City staff in maximizing yield and building a maturity ladder based on when the construction manager advised payments would be due to contractors. The City will see some interest income to assist with any unforeseen costs for this project due to these efforts.</p> <p>In summary:</p> <ul style="list-style-type: none"> <li>• City staff attempts to diversify the investment portfolio by limiting investments to no more than 50% at any one-broker dealer throughout the course of each fiscal year.</li> <li>• Due to unspent bond proceeds, more than 50% is currently held at Moreton Capital Investments.</li> <li>• As proceeds from the 2025 bonds are spent during 2026, funds will be drawn from the City's account at this broker. City staff is also looking at other options with Ehlers to reduce the City's arbitrage liability in future years.</li> <li>• Based on past experience working with the broker, City staff are confident the broker will act in the best interest of the City.</li> </ul>	

**ATTACHMENTS:**

1. Resolution No. 2025-291 Investment Diversification Year End

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

**CITY OF WACONIA  
RESOLUTION NO. 2025-291**

**RESOLUTION APPROVING INVESTMENT PORTFOLIO DIVERSIFICATION DUE  
TO UNSPENT BOND PROCEEDS – FISCAL YEAR END 2025**

**WHEREAS**, the City of Waconia (the “City”) outlines investment policies as part of the City’s Financial Policy and Guidelines; and

**WHEREAS**, City staff attempts to diversity the investment portfolio by limiting investments to no more than 50% at any one-broker dealer throughout the course of each fiscal year; and

**WHEREAS**, due to unspent bond proceeds, more than 50% is currently held at Moreton Capital Investments; and

**WHEREAS**, as proceeds from the 2025 bonds are spent during 2026 for the downtown reconstruction project phase 3, construction of well #9, and fire rescue truck replacement, funds will be drawn from the City’s account at this broker; and

**WHEREAS**, based on experience working with the broker, City staff are confident the broker will act in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Waconia hereby approves the investment portfolio diversification due to unspent bond proceeds for fiscal year end 2025.

Adopted by the City Council of Waconia, Minnesota this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.13. Minnesota Department of Health Source Water Protection Plan Grant Application	
<b>Originating Dept:</b> Finance	
<b>Presented By:</b> Nicole Meyer	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent
<p><b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-292 Authorizing Minnesota Department of Health Source Water Protection Plan Grant Application</p> <p><b>EXPLANATION OF AGENDA ITEM:</b></p> <p>Utilities staff completed an application with the Minnesota Department of Health for the Source Water Protection Plan Implementation Grant. The grant application requested a total of \$10,000 in funding. The grant dollars are planned to cover 2025 costs the City incurred for excavating to search for well casing and restore the sites once complete along with well prep for future sealing. Costs were specifically incurred by the City for exploratory digging for the new wells in the City's capital plan identified as wells #10 and #11.</p> <p>If the grant is approved, City staff will submit all costs associated with these costs to the Minnesota Department of Health for reimbursement before year end. Once fund are awarded, a resolution will be provided for City Council approval.</p> <p><b>ATTACHMENTS:</b></p> <p>1. Resolution No. 2025-292 Water Protection Grant Application</p>	
<p><b>FINANCIAL IMPLICATIONS:</b></p> <p>Funding Sources &amp; Uses: Water Utility Fund (601)</p> <p>Budget Information:</p> <p>_____ Budgeted</p> <p><u>  X  </u> Non-Budgeted</p> <p>_____ Amendment Required</p>	<p><b>ADVISORY BOARD RECOMMENDATIONS:</b></p> <p>Planning Commission:</p> <hr/> <p>Park Board:</p> <hr/> <p>Personnel Committee:</p> <hr/> <p>Other:</p> <hr/>

**CITY OF WACONIA  
RESOLUTION NO. 2025-292**

**RESOLUTION AUTHORIZING MINNESOTA DEPARTMENT OF HEALTH SOURCE  
WATER PROTECTION PLAN GRANT APPLICATION**

**WHEREAS**, the Minnesota Department of Health has offered a grant for source water protection planning; and

**WHEREAS**, the City of Waconia will have costs associated with excavating to search for well casing, site restoration, and well prep for future sealing; and

**WHEREAS**, the grant funds would assist in off-setting operational expenditures in fiscal year 2025; and

**WHEREAS**, a total of \$10,000 in funding is requested; and

**WHEREAS**, if awarded, City staff will prepare the proper documentation prior to year end 2025; and

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

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Waconia hereby authorizes approval of the grant application for the Minnesota Department of Health Source Water Protection Grant Application.

Adopted by the City Council of Waconia, Minnesota this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.14. 2026 Law Enforcement Contract	
<b>Originating Dept:</b> Administration	
<b>Presented By:</b> Shane Fineran	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-293 Approving the 2026 Law Enforcement Contract	
<b>EXPLANATION OF AGENDA ITEM:</b>	
<p>The 2026 budget provides for law enforcement through the contracted model with the Carver County Sheriffs office. Supervision is provided by a day-time Sergeant position. The contract provides for 24/7 coverage with general patrol deputies working the-clock 12-hour shifts. Additional patrol coverage is provided for by two additional power-shift patrol deputies working mid-afternoons into the evening hours 7 days per week. General patrol activities are also supplemented by a shared School Resource Officer deputy with the school district. The contract also provides 40 hours per week of Community Service Officer time, which supports patrol deputies in traffic control, park patrol, minor nuisance complaints, and parking enforcement. This is the same contract model and staffing level as was had in 2025. Base patrol costs for all personnel and patrol vehicle costs is \$1,475,644. Overtime is also budgeted to provide back-fill coverage during absences and illness of regular patrol deputies. The total law enforcement budget stands at \$1,569,744 for 2026 and includes the patrol contract presented, overtime contingency, Southwest Drug Task force dues, and fine payments to Carver County. Contract approval is contingent upon adoption of the 2026 budget and levy.</p>	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>Resolution No. 2025-293 Law Enforcement Agreement</li> <li>Law Enforcement Contract</li> </ol>	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA  
RESOLUTION NO. 2025-293**

**RESOLUTION APPROVING CONTRACT FOR  
POLICE SERVICES FOR 2026 CALENDAR YEAR**

**WHEREAS**, the City of Waconia (the “City”) desires to contract police services with Carver County and the Carver County Sheriff’s Department; and

**WHEREAS**, such contracts are authorized by the provisions of Minnesota Statutes, Chapter 471.59, and the 1961 Session Laws, Chapter 693; and

**WHEREAS**, said contract will be for police services provided during the 2026 calendar year under the terms and conditions contained within the contract.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Waconia, Minnesota, hereby approves the Contract for Police Services for the 2026 calendar year, attached hereto and by said references incorporated herein in its entirety conditioned upon adoption of the 2026 General Fund Budget.

**BE IT FURTHER RESOLVED**, that the Mayor and City Administrator are hereby authorized and directed to execute said Contract on behalf of the City.

Adopted by the City Council of the City of Waconia this 22nd day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator

# CONTRACT FOR POLICE SERVICES

## Waconia

THIS AGREEMENT, made and entered into this 22nd day of December, 2025, by and between the County of Carver, through its Sheriff's Office (hereinafter, "County"), and the City of Waconia (hereinafter, the "City"), and, collectively known as the "parties".

WHEREAS, the City desires to enter into a contract with the County whereby the County will provide police services within the boundaries of the City; and

WHEREAS, the County agrees to render such services upon the terms and conditions hereinafter set forth; and

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

WHEREAS, Minnesota Statutes, Section 436.05 allows the sheriff of any county to contract for the furnishing of police service to a municipality; and

WHEREAS, this Agreement is authorized by Minnesota Statute, Section 471.59, 436.05,

NOW, THEREFORE, it is agreed between the parties as follows:

### ARTICLE I

PURPOSE: The purpose of this Agreement is to secure police services for the City in the manner as hereinafter set forth.

### ARTICLE II

1. POLICE SERVICES. The County agrees to provide police services within the corporate limits of the City to the extent and in the manner set forth below:
  - 1.1 Police services to be provided under this contract shall encompass those police duties and functions within the City's corporate limits of which the Sheriff and his duly assigned deputies shall exercise all the police powers and duties of city police officers as provided by Minnesota Statutes, Section 436.05.
  - 1.2 The County shall solicit City input related to assignment of personnel before making assignments. The County shall give thoughtful consideration to the City's input and shall retain the full and unrestricted right to assign personnel as necessary.

- 1.3 The County shall pay for all training costs associated with assigned personnel to maintain POST licensure and any other agency authorized training.
- 1.4 At a minimum, the County shall provide the City with monthly, quarterly, and annual reports including but not limited to calls for service by offense type, hour of the day, and day of the week. Such reports shall include an arrest summary, traffic citation summary, and verbal warning summary. Additionally, the County shall provide monthly, quarterly, and annual reports showing the number of CSO hours and types of calls for service CSO's responded to within the corporate City limits.
- 1.5 The rendition of services, the standard of performance, the discipline of deputies, and other matters of incident to the performance of such services and control of personnel so employed shall be and remain in and under control of the County.
- 1.6 The rendition of services shall include the enforcement of Minnesota State Statutes and the municipal ordinances of the City.
- 1.7 At the City's request, the County (i.e., Sheriff's contract manager or designee) shall meet with the City to discuss any questions, concerns, or requested modifications to the type of services provided, or manner in which such services are provided. In the event a dispute arises between the parties concerning services provided pursuant to this agreement, the County shall in good faith discuss a plan with the City; however, the County retains the sole discretion in determining a solution to said dispute (e.g., reassignment of personnel, types of patrol, level of service available).
- 1.8 The police services will be provided to the City for the selected number of contracted hours and/or full time equivalent (FTE) personnel. Such services shall not include situations in which, in the opinion of the County, a police emergency occurs which requires a different use of the personnel, patrol vehicle, equipment, or the performance of special details relating to police services. It shall also not include the enforcement of matters which are primarily administrative or regulatory in nature (e.g., zoning, building code violations).
- 1.9 Any School Recourse Office services, provided at the sole discretion of the County, after the City's written request, shall be governed by Minnesota Statute Section 626.8482, as amended, any state administrative rule related to the act as well as the County's School Recourse Office Policy, as amended, which is incorporated into this agreement.

### ARTICLE III

SPECIAL EVENT OR ADDITIONAL SERVICES. If the City desires additional police services over and above the hours and/or FTE's contracted for in this Agreement, the City shall contact the Sheriff's Office contract manager or designee noted in this Agreement. The County will invoice the City for these additional services and the City shall make payment pursuant to Minnesota Statute, Section 471.425, subd. 2(a).

### ARTICLE IV

COOPERATION AMONG PARTIES. It is hereby agreed that the parties and all of their officials, personnel, agents and employees shall render full cooperation and assistance to each other to facilitate the provision of the services selected herein.

### ARTICLE V

#### 1. PROVISION OF EQUIPMENT.

a). The County shall provide all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police services selected herein. All County property and equipment used in rendering services under this Agreement is, and shall remain, County property.

b). The City shall provide outdoor storage within the corporate limits of the City for patrol cars used for providing services pursuant to this Agreement. Indoor parking is at the discretion of the city and if chosen, no cost for maintenance of city facilities will be incurred by the county.

#### 2. OFFICE SPACE. Police services shall be conducted out of office space selected and provided by the City that is sufficient to provide for the office needs of the assigned personnel.

#### 3. FINANCIAL LIABILITY. The City shall not be responsible or liable for the payment of any salaries, wages, or other compensation to personnel employed by the County to perform services under this Agreement. It is agreed that all personnel shall be employees of the County and the County shall be responsible for providing worker's compensation insurance and all other benefits to which such personnel shall become entitled by reason of their employment with the County.

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

shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.

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

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

(a) This Agreement to indemnify and hold harmless does not constitute a waiver by either party of immunities from, or limitations on liability provided under Minnesota Statutes Section 466.04.

For purposes of determining total liability damages, the parties are considered a single governmental unit, and the total liability shall not exceed the limits on governmental liability for a single governmental unit as specified in State Statute, Section 3.736 or Section 466.04, Subdivision 1.

5. INSURANCE. The County agrees that all insurance required to adequately insure vehicles, personnel and equipment used by the County in the provision of the selected services will be provided by the County.

## ARTICLE VI

1. TERM. The term of this contract shall be January 1, 2026, to December 31, 2026. The term of this Agreement may be extended for up to an additional sixty (60) days under the same terms and conditions, provided the parties are attempting in good faith to negotiate a new Agreement. Unless otherwise terminated in accordance with Article VI, Section 3 of this agreement, this Agreement shall automatically terminate upon the parties' entering into a new written Agreement, or on the sixtieth (60<sup>th</sup>) day, whichever occurs first.

2. NOTICE.

2.1 If either party does not desire to enter into a contract for policing services for 2027, such party shall notify the other party in writing by July 1, 2026.

2.2 The City, if electing to terminate or discontinue contracted services, or decrease contracted police services, the City shall still be obligated to pay all unpaid personnel costs (e.g. OT and annual carryover), incurred prior to termination.

2.3 On or before June 1 of the current contract year, the County shall notify the City of the estimated police contract rates for the following year. The County shall provide proposed police contract rates by October 1 of the current contract year.

2.4 Notice under the above provisions shall be sent to:

Commander Mike Wollin  
Carver County Sheriff's Office  
606 East 4<sup>th</sup> Street  
Chaska, MN 55318  
952-361-1857  
mwollin@carvercountymn.gov

City of Waconia  
Shane Fineran, City Administrator  
201 South Vine Street  
Waconia, MN 55387  
Phone: 952-442-3100  
[sfineran@waconiamn.gov](mailto:sfineran@waconiamn.gov)

## ARTICLE VII

### MENU OF POLICE SERVICES

#### 1. POLICE STAFFING OPTIONS

##### 1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

1.1.1 FTE personnel are Full Time Employees dedicated to the contract community.

The FTE deputies compensated time includes regular assignment duties, training, holidays, vacation, sick leave and other benefited time. The FTE deputy position is not automatically backfilled when the deputy is away from assignment for the above types of compensated time. The FTE deputy costs include: salary, benefits, supervision, administration, training, clerical support, insurance, and county overhead. The FTE costs do not include additional hours which are necessary for court or filling a shift for a compensated day off.

The first eighty-four (84) hours for a 2184 FTE or if a 2080 FTE, the first eighty (80) hours the deputy is gone from the community while on military leave will not be backfilled. The Sheriff's Office will backfill the position or credit back the time for military leave after the first 84 hours or 80 hours of leave, whichever is commensurate with the designated FTE work schedule.

The first eighty-four (84) hours for a 2184 FTE or if a 2080 FTE, the first eighty (80) hours a deputy is gone from the community on FMLA leave, will not be backfilled; it will be treated like sick leave. The Sheriff’s Office will backfill the position or credit back the time for FMLA after the first 84 hours or 80 hours of FMLA is completed, whichever is commensurate with the designated FTE work schedule.

If the City requests coverage for compensated days off noted above, it is recommended the City set aside a contingency for additional hours. Additional hours for deputies will be billed at \$94.53 per hour.

The SouthWest Metro Drug Task Force will invoice \$2,100 separately.

Hours worked on a designated holiday will be billed at double the FTE’s hourly pay rate per the collective bargaining agreement(s).

1.2 PERSONNEL COST

The County agrees to provide police services within the corporate City limits. Costs are set forth as follows:

Deputy –	6 (2184 FTE)	\$949,668
Sergeant –	1 (2080 FTE)	\$170,236
CSO -	1 (2080 hours)	\$93,600
SRO -	1 (2080 FTE)	\$151,223

1.3 VEHICLE COST

Patrol Vehicle - 4	\$104,444
SRO Vehicle – 1	\$6,473

1.4 TOTAL POLICE SERVICES \$1,475,644

2. PAYMENT. The County shall invoice the City for one half of the total contracted amount of the current year police staffing option cost hereunder, or \$737,822.00 to be paid on or before June 30 of the current contract year. The County shall invoice the remaining half, or \$737,822.00 to be paid on or before November 30 of the current contract year. The City shall promptly pay such invoiced amounts in accordance with applicable law. The Sheriff shall inform the City of the actual CSO hours worked for the year and then reimburse the City for unused CSO hours, bill for additional hours or deduct from applied year end credit for unfilled deputy FTE hours.

3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.
4. POST REIMBURSEMENT. The County, upon receiving continuing education reimbursement, shall reimburse the city pursuant to the MN Administrative Rules, Peace Officer Standards and Training Board, Chapter 6700, part 6700.1800.

#### ARTICLE VIII

1. DATA. All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.
2. AUDIT. Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.
3. NONWAIVER, SEVERABILITY AND APPLICABLE LAWS. Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability. If any part of this Agreement is deemed invalid such shall not affect the remainder.

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

4. MERGER AND MODIFICATION. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

IN WITNESS THEREOF, the City has caused this Agreement to be executed by its Mayor and by the authority of its governing body on this 22nd day of December, 2025

SIGNED: \_\_\_\_\_  
Tim Litfin, Mayor

DATE: DECEMBER 22, 2025

SIGNED: \_\_\_\_\_  
Shane, Fineran, City Administrator

DATE: DECEMBER 22, 2025

IN WITNESS THEREOF, the County of Carver has caused this Agreement to be executed by its Chair and attested by its Administrator pursuant to the authority of the Board of County Commissioners on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

COUNTY OF CARVER:

SIGNED: \_\_\_\_\_  
CHAIR, BOARD OF COMMISSIONERS

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
SHERIFF

DATE: \_\_\_\_\_

Attest

SIGNED: \_\_\_\_\_  
COUNTY ADMINISTRATOR

DATE: \_\_\_\_\_



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.15. 2026 Joint Assessment Contract	
<b>Originating Dept:</b> Administration	
<b>Presented By:</b> Shane Fineran	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-294 Approving Service Agreement for Joint Assessment	
<b>EXPLANATION OF AGENDA ITEM:</b> Annually the City contracts with the Carver County Assessor's Office for property assessment services within the community. Carver County has consistently provided this service in our community. At least twenty-percent of all parcels in the community are viewed in person for assessment purposes. The per parcel cost has increased approximately \$1.50 per parcel type. The actual per parcel costs are as follows: Residential \$18.55, Agricultural \$19.30 ,Commercial & Industrial, \$20.69 The 2026 assessment budget has funds programmed for this contract service and is recommended for approval by staff.	
<b>ATTACHMENTS:</b> 1. Resolution No. 2025-294 Joint Assessment Contract 2. Joint Assessment Contract	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses: General Fund>Contract Services	Planning Commission:
Budget Information:	Park Board:
<input checked="" type="checkbox"/> Budgeted	Personnel Committee:
<input type="checkbox"/> Non-Budgeted	Other:
<input type="checkbox"/> Amendment Required	

**CITY OF WACONIA  
RESOLUTION NO. 2025-294**

**RESOLUTION AUTHORIZING  
2026 JOINT ASSESSMENT CONTRACT**

**WHEREAS,** The Carver County Assessor (the “Assessor”) offers to provide joint assessment services for the City of Waconia (the “City”); and

**WHEREAS,** The Assessor will provide for the assessment of property within the City pursuant to the terms and conditions of an agreement; and

**WHEREAS,** Minnesota Statutes 273.072 and Minnesota Statutes 471.59 permit such an agreement for joint assessment services.

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

1. The Contract for Joint Assessment for 2026 is hereby approved, effective January 1, 2026, conditioned upon adoption of the 2026 General Fund Budget.
2. The Mayor and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the City.

Adopted by the City Council of the City of Waconia this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jacqueline Schulze, Assistant City Administrator

## (2025) SERVICE AGREEMENT FOR (2026) JOINT ASSESSMENT

This Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through Carver County Assessor, (hereafter referred to as “County”) and the City of Waconia, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as Town.

WHEREAS, the Town desires to enter into an agreement with the County to provide for the assessment of property in said Town by the County Assessor’s Office; and

WHEREAS, Minn.Stat.§ 273.072 and Minn.Stat.§ 471.59 permit such an agreement for joint assessment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

- 1) **Term.** That the Town, which is situated in the County of Carver, and which constitutes a separate assessment district, shall have its property within Carver County assessed by the Carver County Assessor for the assessment date of January 2, 2026. All work necessary to the establishment of the estimated market value for each Carver County parcel in the Town shall be performed by the Carver County Assessor or by one or more of the licensed assessors under his/her direction and supervision.
- 2) **Cooperation.** It is hereby agreed that the Town and all of its officers, agents and employees shall render full cooperation and assistance to the County to facilitate the provision of the services contemplated hereby.
- 3) **Payment Amount.** The Town shall pay to the County for the assessment of property with Carver County the sum of Eighteen dollars and fifty five cents (\$18.55) per residential valuation, Nineteen dollars and thirty cents (\$19.30) per agricultural valuation, and Twenty dollars and sixty nine cents (\$20.69) per commercial/industrial valuation (for the assessment of January 2, 2026) existing or created before the closing of the relative assessment year.
- 4) **Payment terms.** Full payment of all claims submitted by the County Assessor for relative assessment dates shall be received by the County no later than November 15<sup>th</sup> of the respective years.
- 5) The County agrees that in each year of this Agreement it shall, by its County Assessor or one or more of his/her deputies, view and determine the market value of at least twenty percent (20%) of the parcels within this taxing jurisdiction. It is further agreed that the County shall have on file documentation of those parcels – physically inspected for each year of this Agreement.
- 6) **Data Privacy.** Pursuant to Minn. Stat. Chap. 13, the parties agree to maintain and protect data received or to which they have access. No private or confidential data

developed, maintained or received by the Town under this agreement may be released to the public by the Town. The Town agrees to indemnify and hold the County, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of the Minnesota Government Data Practices Act by Town or its agents, assigns, or employees, including legal fees and expenses incurred to enforce this provision of this agreement.

- 7) **Mutual Indemnification.** The Parties' total liability under this Agreement shall be governed by Minn. Stat. § 471.59, subd. 1a.

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

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

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

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

- 8) **No Joint Venture.** Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Town or employees of the Town performing services under this Agreement.

9) **Records: Availability and Retention.** Pursuant to Minn. Stat. §16C.05, subd. 5, the Town agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Town and involve transactions relating to this Agreement. Town agrees to maintain these records for a period of six years from the date of termination of this Agreement.

10) **Merger and Modification.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.

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

11) **Default and Cancellation.** If the Town fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Town’s default is excused by the County, the County may, upon written notice to the Town’s representative listed herein, cancel this Agreement in its entirety as indicated in (b.) below.

This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

Representatives for each of the parties to this Agreement are as listed below:

<u>Town/City</u>	<u>County/Division</u>
<p>Waconia 201 S Vine St Waconia, MN 55387</p>	<p>Ryan Johnson Carver County Assessor 600 E 4th Street Chaska MN 55318 rjohnson@carvercountymn.gov</p>

12) **Subcontracting and Assignment.** Neither party shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the other party and subject to such conditions and provisions as the other party may deem necessary. The party attempting to subcontract or assign its obligations shall be responsible for the performance of all Subcontractors.

No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement or their successors,

- 13) **Nondiscrimination.** During the performance of this Agreement, the Town agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.
- 14) **Health and Safety.** Each party shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. Each party shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement.
- 15) **No Waiver.** Nothing in this Agreement shall constitute a waiver by the either party of any statute of limitations or exceptions on liability. If the either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 16) **Severability.** If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.
- 17) **Applicable Laws.** The Laws of the State of Minnesota shall apply to this Agreement.

IN WITNESS WHEREOF, the City of Waconia, has caused this Agreement to be executed by its Chairperson/Mayor and its Town Clerk by the authority of its governing body by a duly adopted resolution on

This the 22nd day of December, 2025.

The County of Carver has caused this Agreement to be executed by its Chairperson and the County Assessor pursuant to the authority of the Board of Commissioners by resolution adopted on

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025

CITY OF WACONIA

COUNTY OF CARVER

By: \_\_\_\_\_  
Tim Litfin, Mayor

By: \_\_\_\_\_  
Board of Commissioners, Chair

By: \_\_\_\_\_  
Shane Fineran, City Administrator

Attest: \_\_\_\_\_  
Dave Hemze, County Administrator

And: \_\_\_\_\_  
Ryan Johnson, County Assessor



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	December 22, 2025
<b>Item Name:</b>	8.16. Approve Retrofit Lighting Projects at Public Services & City Hall Facilities with Choice Electric
<b>Originating Dept:</b>	Finance
<b>Presented By:</b>	Nicole Meyer
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-295 Approving Retrofit Lighting Project with Choice Electric at Public Services & City Hall Facilities	
<b>EXPLANATION OF AGENDA ITEM:</b>	
<p>City staff were recently informed that fluorescent light bulbs will no longer be available for purchase after January 1, 2026. In response, staff evaluated multiple options and reviewed available funding in the current year's budget to address lighting needs at Public Services and City Hall.</p> <p>Staff sought to avoid stockpiling fluorescent bulbs, incurring future disposal costs as bulbs burn out, and ultimately having to replace fixtures at a later date. Currently, fixtures are being repaired or replaced as issues arise, which has contributed to increases in repair and maintenance line items.</p> <p>Upon review of the 2025 budgets for the City Hall Remodel Project (PIR Fund) and Streets Contract Services (General Fund), staff identified sufficient funding to complete the conversion of fluorescent fixtures to LED lighting at both facilities prior to year-end. Completing the change-out now will eliminate the need to purchase and dispose of fluorescent bulbs in the future. Additionally, Xcel Energy is offering rebates for these conversions, and the City will realize ongoing savings through reduced monthly utility costs associated with LED lighting.</p> <p>Staff received two quotes for each retrofit project, which are summarized in the attachment. After accounting for Xcel Energy rebates, Choice Electric submitted the lowest overall cost proposal. Therefore, staff recommends awarding the retrofit projects to Choice Electric.</p> <p>Upon approval, staff will coordinate with Choice Electric to procure the necessary replacement fixtures and complete the retrofit work prior to year-end 2025..</p>	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"><li>1. Choice Electric and Holton Electric</li><li>2. Resolution No. 2025-295 Lighting Project</li><li>3. CH Choice Electric Quote</li></ol>	

4. PS Choice Electric Quote 5. CH Holton Electric Quote 6. PS Holton Electric Quote	
<b>FINANCIAL IMPLICATIONS:</b> Funding Sources & Uses: General Fund - Streets (Public Services) & PIR (Fund 103) (City Hall) Budget Information: _____ Budgeted _____ Non-Budgeted _____ Amendment Required	<b>ADVISORY BOARD RECOMMENDATIONS:</b> _____ Planning Commission: _____ Park Board: _____ Personnel Committee: _____ Other: _____

Public Services RetroFit						
Holton Electrical Proposal				Choice Electric Proposal		
Fixture	Quantity	Retrofit or Replacement		Fixture	Quantity	-
2-lamp linear	133	Retrofit		8" exterior can lights	5	Furnish/Install
Highbays	68	Replace		6" interior can lights	25	Furnish/Install
2x4 Panels	46	Replace		2x4 flat panels	45	Furnish/Install
1x4 Panels	10	Replace		T8 LED tubes	300	Furnish/Install
Cans	20	Replace		LED strips	3	Furnish/Install
TOTAL COST:		\$ 44,768.99		Highbays	68	Furnish/Install
Rebate from Xcel:		\$ (9,978.00)		TOTAL COST:		\$ 34,646.00
TOTAL FINAL COST:		\$ 34,790.99		Rebate from Xcel:		\$ (10,214.00)
				TOTAL FINAL COST:		\$ 24,432.00

City Hall RetroFit					
Holton Electrical Proposal			Choice Electric Proposal		
Fixture	Quantity	Retrofit or Replacement	Fixture	Quantity	-
2-lamp linear	11	Retrofit	2x4 flat panels	134	Furnish/Install
2x4 Panels	168	Replace	LED can lights	117	Furnish/Install
Cans	162	Replace	LED tubes	38	Furnish/Install
Scones	10	Replace	Scones in conference room	14	Retrofit
Emergency	38	Replace	LED PAR bulbs	20	Replace
Main Hall Can Lamps	20	Replace	Emergency Lights		Furnish/Install
TOTAL COST:		\$ 55,563.58	Exit Lights		Furnish/Install
Rebate from Xcel:		\$ (9,279.75)	TOTAL COST:		\$ 42,250.00
TOTAL FINAL COST:		\$ 46,283.83	Rebate from Xcel:		\$ (8,427.00)
			TOTAL FINAL COST:		\$ 33,823.00

**CITY OF WACONIA  
RESOLUTION NO. 2025-295**

**RESOLUTION APPROVING RETROFIT LIGHTING PROJECTS AT PUBLIC  
SERVICES & CITY HALL FACILITIES WITH CHOICE ELECTRIC**

**WHEREAS**, City staff were recently made aware that fluorescent light bulbs will no longer be available for purchase after January 1, 2026; and

**WHEREAS**, Public Services and City Hall facilities have several lighting fixtures that require fluorescent light bulbs; and

**WHEREAS**, City staff reviewed several options for lighting at these facilities and budget availability in 2025 for the costs associated with this work; and

**WHEREAS**, it was determined that changing out and retrofitting the fixtures was the most cost-effective option with rebates available from Xcel and future monthly cost savings; and

**WHEREAS**, City staff solicited two quotes for these services as listed below after estimated Xcel rebates:

Choice Electric – Public Services: \$24,432.00  
Choice Electric – City Hall: \$33,823.00  
Holton Electric – Public Services: \$34,790.99  
Holton Electric – City Hall: \$46,283.83

**WHEREAS**, City staff recommends Choice Electric as they provided the lowest quote for services.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Waconia hereby approves the retrofit lighting projects at Public Services & City Hall Facilities with Choice Electric with work completed by December 31, 2025.

Adopted by the City Council of the City of Waconia this 22<sup>nd</sup> day of December, 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



3080 4th Ave E | Shakopee | MN | 55379

Date: Dec 8, 2025

## **PROPOSAL:**

### **Waconia City Hall - City of Waconia**

201 S Vine St | #1337 | Waconia | MN | 55387

---

## **INTRODUCTION**

This proposal is for the electrical work required for Waconia City Hall. This includes; demo, flat panel fixtures, LED can lights, LED tubes, retrofit conference room sconces, and LED PAR bulbs. This includes an alternate for the exit and emergency lighting.

---

## **SCOPE OF WORK**

Furnish and install (134) 2x4 flat panels  
Furnish and install (117) LED can lights  
Furnish and install (38) T8 LED tubes  
Retrofit (14) sconces in conference room  
Replace (20) LED PAR bulbs  
Provide permit

---

## **FINANCIAL SUMMARY**

Choice Electric, Inc. will provide the labor and materials described in this proposal for

**\$39,862.00 (subtotal before rebate)**

**-\$8,427.00 (estimated Xcel Energy lighting rebate)**

**\$31,435.00 (grand total including estimated rebate)**

---

## **EMERGENCY AND EXIT LIGHTS-ALTERNATE**

Furnish and install (13) emergency lights

Furnish and install (12) exit lights

Choice Electric, Inc. will provide the labor and materials described in this proposal for

**\$2,388.00**

---

## **GENERAL CONDITIONS**

- This estimate is based on performing work during regular business hours (weekdays, 6AM to 3:30PM, no holidays).
  - All penetrations through fire-rated walls will be properly fire stopped per NFPA and local jurisdiction requirements.
  - Installation crew will conduct themselves in a professional manner and cooperate with client, General Contractor, and other trades in the interest of a safe, timely, successful project.
  - Workmanship will be at the highest level of the trade.
- 

## **CLARIFICATIONS AND EXCLUSIONS**

Unless Specifically stated otherwise herein:

- Identify potential challenges or obstacles that may impede progress towards achieving the account objectives

- Consider internal factors within the account, such as budget constraints, decision-making processes, or existing vendor relationships
  - Account for external factors, such as competitive landscape, market trends, or regulations
  - For each identified headwind or blocker, outline potential mitigation strategies or contingency plans
- 

## **CHANGES TO SCOPE OF WORK**

Any changes to the Scope of Work described in this proposal initiated by client requisite, changes to conditions or requirements, or unforeseen circumstances may be subject to a 'Change Order Request' and will not be performed without written client approval.

---

## **SUPPLY CHAIN**

Current global conditions may impact product availability and costs. In some cases, product unavailability can result in order fulfillment delays that add weeks or even months to procurement times. Choice Electric, Inc. will communicate all anticipated delays and do everything in its power to overcome these issues but asks that our clients put a plan in place to work around potential delays in completion.

Temporary, interim, or permanent changes to the proposed Scope of Work performed by Choice Electric, Inc. to work around conditions beyond our control may result in additional charges. Adjustments made to any costs will be communicated to the client in the form of a Change Order within a reasonable time. Additionally, Choice Electric, Inc. shall be granted a reasonable extension of time for the performance of any proposed Work that is affected by supply chain delays.

Potential tariffs may create unexpected changes in costs. In the event of any changes to international, national, or regional tariffs that affect the costs of the materials or goods necessary for fulfilling the Scope of Work in the proposal, Choice Electric, Inc. shall be allowed to adjust the contract price to reflect these changes. Adjustments made to any costs will be communicated to the client in the form of a revised proposal or Change Order.

---

**AUTHORIZATION TO PROCEED**

Choice Electric, Inc. requires written authorization before proceeding with any work. Authorization may be a client-issued P.O., signed proposal (option shown below), or a reply to an email with the proposal attached or described. By issuing an authorization to proceed, the client agrees to the above Scope of Work and pricing.

Client Signature: \_\_\_\_\_ Date: DECEMBER 22, 2025  
Tim Litfin, Mayor

We look forward to working with you on this project. Choice Electric, Inc. values our partnership and appreciates this opportunity to provide service. If you have questions on this proposal, please contact me.

**CONTACT INFORMATION:**

**Jesse Thompson**  
Choice Electric, Inc.  
952-445-2625 (office)  
612-600-5670 (cell)

**Aubre VonBank**  
Choice Electric, Inc.  
952-445-2625 (office)  
952-217-2089 (cell)



3080 4th Ave E | Shakopee | MN | 55379

Date: Dec 8, 2025

## **PROPOSAL:**

### **Waconia Public Works - City of Waconia**

310 E 10th St | Waconia | MN | 55387

---

## **INTRODUCTION**

This proposal is for the electrical work required for Waconia Public Works. This includes; replacing the exterior can lights, interior can lights, flat panels, LED Tubes, LED strips, highbays, disposal and recycling. We have included a separate quote for the emergency and exit lights below.

---

## **SCOPE OF WORK**

Furnish and install (5) 8" exterior can lights  
Furnish and install (25) 6" interior can lights  
Furnish and install (45) 2x4 flat panels  
Furnish and install (300) T8 LED tubes  
Furnish and install (3) LED strips  
Furnish and install (68) highbays  
Provide disposal and recycling

---

## **FINANCIAL SUMMARY**

Choice Electric, Inc. will provide the labor and materials described in this proposal for

**\$34,646.00 (subtotal before rebate)**

**-\$10,214.00 (estimated Xcel Energy lighting rebate)**

**\$24,432.00 (grand total including estimated rebate)**

---

## **EMERGENCY AND EXIT LIGHTS**

Furnish and install (8) emergency lights

Furnish and install (10) exit lights

Choice Electric, Inc. will provide the labor and materials described in this proposal for

**\$1,719.00**

---

## **GENERAL CONDITIONS**

- This estimate is based on performing work during regular business hours (weekdays, 6AM to 3:30PM, no holidays).
  - All penetrations through fire-rated walls will be properly fire stopped per NFPA and local jurisdiction requirements.
  - Installation crew will conduct themselves in a professional manner and cooperate with client, General Contractor, and other trades in the interest of a safe, timely, successful project.
  - Workmanship will be at the highest level of the trade.
- 

## **CLARIFICATIONS AND EXCLUSIONS**

Unless Specifically stated otherwise herein:

- Identify potential challenges or obstacles that may impede progress towards achieving the account objectives
  - Consider internal factors within the account, such as budget constraints, decision-making processes, or existing vendor relationships
  - Account for external factors, such as competitive landscape, market trends, or regulations
  - For each identified headwind or blocker, outline potential mitigation strategies or contingency plans
-

## **CHANGES TO SCOPE OF WORK**

Any changes to the Scope of Work described in this proposal initiated by client requisite, changes to conditions or requirements, or unforeseen circumstances may be subject to a 'Change Order Request' and will not be performed without written client approval.

---

## **SUPPLY CHAIN**

Current global conditions may impact product availability and costs. In some cases, product unavailability can result in order fulfillment delays that add weeks or even months to procurement times. Choice Electric, Inc. will communicate all anticipated delays and do everything in its power to overcome these issues but asks that our clients put a plan in place to work around potential delays in completion.

Temporary, interim, or permanent changes to the proposed Scope of Work performed by Choice Electric, Inc. to work around conditions beyond our control may result in additional charges. Adjustments made to any costs will be communicated to the client in the form of a Change Order within a reasonable time. Additionally, Choice Electric, Inc. shall be granted a reasonable extension of time for the performance of any proposed Work that is affected by supply chain delays.

Potential tariffs may create unexpected changes in costs. In the event of any changes to international, national, or regional tariffs that affect the costs of the materials or goods necessary for fulfilling the Scope of Work in the proposal, Choice Electric, Inc. shall be allowed to adjust the contract price to reflect these changes. Adjustments made to any costs will be communicated to the client in the form of a revised proposal or Change Order.

---

## **AUTHORIZATION TO PROCEED**

Choice Electric, Inc. requires written authorization before proceeding with any work. Authorization may be a client-issued P.O., signed proposal (option shown below), or a reply to an email with the proposal attached or described. By issuing an authorization to proceed, the client agrees to the above Scope of Work and pricing.

Client Signature: \_\_\_\_\_ Date: DECEMBER 22, 2025\_  
Tim Litfin, Mayor

We look forward to working with you on this project. Choice Electric, Inc. values our partnership and appreciates this opportunity to provide service. If you have questions on this proposal, please contact me.

**CONTACT INFORMATION:**

**Jesse Thompson**

Choice Electric, Inc.  
952-445-2625 (office)  
612-600-5670 (cell)

**Aubre VonBank**

Choice Electric, Inc.  
952-445-2625 (office)  
952-217-2089 (cell)



Holton Electric Contractors  
A-1 Electric Service  
8014 Olson Memorial HWY 55 #475  
Golden Valley, MN 55427  
651-769-4110

City of Waconia  
Attn: Mike Dressel  
310 E 10th Street  
Waconia, MN 55387  
Date: 12-4-25

Hi Mike,

Thank you for this opportunity! Please see the below proposal for retrofitting and replacement of the fluorescent and emergency lighting at City Hall. Per your direction, I've included the suspended architectural lights in the count of 2x4 Panels to be replaced.

Please keep in mind that the rebate is estimated and needs to be reviewed by the Center for Energy and Environment as well as Xcel. Should we be selected for this project, we can work through CEE to verify and formalize the rebate. Please also note that BONUS rebates are available currently should this project be moved into 2025. It is possible bonus rebates may continue into 2026 as well, but Xcel hasn't released any information on that yet.

*Project location:* City Hall, 201 South Vine St, Waconia, MN 55387

**Scope:**

- Remove and replace all "replace" labeled fixtures in below table with LED fixtures per attached spec sheet or LED flat panels per attached spec sheets
- Ballast bypass all "retrofit" labeled fixtures in below table and install 4000k LED lamps
- Provide (1) scissor lift onsite
- Provide lamp bins and proper EPA recycling of fluorescent lamps and ballasts
- Provide dumpster for recycling of old fixtures
- Provide permit and schedule inspections

<b>Fixture</b>	<b>Quantity</b>	<b>Retrofit or Replace</b>
2-lamp linear	11	Retrofit
2x4 Panels	168	Replace

Cans	162	Replace
Sconces	10	Replace
Emergency	38	Replace
Main Hall Can Lamps	20	Replace

ESTIMATED COST: \$55,563.58

Estimated Rebate (requires verification with CEE and Xcel): \$9,279.75

**Projected Total Cost: \$46,283.83**

**Exclusions/Notes:**

1. **Materials pricing is valid for (7) days and will need to be revisited after that time due to fluctuations and expected volatility in the market for materials. Viking Electric’s weekly price sheet will be used as a baseline at date of proposal and for reassessment beyond 7 days.**
2. We exclude all charges for service and energy consumption.
3. We exclude cutting, patching, painting, core drilling, saw-cutting, channeling of concrete and asphalt.
4. We exclude furnishing and installation of communication wiring and equipment including but not limited to telephone/data, security, and sound systems unless noted above.
5. We exclude any fire alarm or fire related work unless noted above in scope.

**Our Terms and Conditions are:**

1. This scope/proposal letter with approval to proceed below via signature is considered a contract.
2. We request written notification of acceptance of this proposal prior to any contractual performances by Holton Electric.
3. Contractor shall not be responsible for additional costs due to hidden, concealed, unforeseen or changed conditions. Any alteration or deviation from the specifications involving extra costs will be memorialized by written change order signed by both parties and will become an extra charge over and above the proposed Contract amount, with adjustment in the Contract Price and/or Contract time or both.
4. This proposal excludes the assumption of risk of nonpayment to the general contractor.
5. Monthly progress payments being paid on time on a regularly scheduled basis if needed.
6. Mechanic’s Lien Notice: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. Under MN law you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from the contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.
7. A mutually developed job schedule.
8. This proposal is based on the understanding that you and all of your subcontractors will comply with applicable terms and provisions of the Occupational Safety and Health Act of 1970.
9. This proposal is valid for thirty (30) days from the date of the bid.
10. General Contractor/Client to provide space on site for staging and storing of materials if needed.
11. All equipment supplied by owner or other contractors must comply with all required codes.
12. All equipment furnished by owner or other contractors must be supplied with all necessary accessories (i.e. – fuses, lamps, thermal overloads, circuit breakers, etc...)
13. General Contractor/Client to establish all lines and grade for layout purposes.

- 14. Our pricing reflects sufficient allotment of time for installation of electrical systems.
- 15. This proposal is based on a forty (40) hour workweek.
- 16. We will not be responsible for work done for our account unless specifically authorized by us in writing.
- 17. We will not participate in a liquidated damages expense if damages are due to any cause other than our own actions.

We trust you will find this proposal thorough and attractive and we look forward to working with you soon. If you have any questions, please feel free contact us anytime.

Sincerely,

Will Hawkinson, Ted LaFrance and David Wilcox  
Members, Holton Electric/A-1 Electric Service  
[whawkinson@holtonelectric.com](mailto:whawkinson@holtonelectric.com)  
612-805-7361

Holton Electric (signature, title) \_\_\_\_\_ Date \_\_\_\_\_



Holton Electric Contractors  
A-1 Electric Service  
8014 Olson Memorial HWY 55 #475  
Golden Valley, MN 55427  
651-769-4110

City of Waconia  
Attn: Mike Dressel  
310 E 10th Street  
Waconia, MN 55387  
Date: 8-20-25

Hi Mike,

Thank you for this opportunity! Please see the below proposal for retrofitting and replacement of your lights as recently reviewed on site. We compared a retrofit approach of replacing lamps with LED lamps vs. replacement of fixtures where it made sense in the office areas and highbays. By replacing the highbays, 1x4 and 2x4 lay in fixtures in the office areas, the rebate substantially increased. Please keep in mind that the rebate is estimated and needs to be reviewed by the Center for Energy and Environment as well as Xcel. Should we be selected for this project, we can work through CEE to verify and make formal the rebate. Please also note that BONUS rebates are available currently should this project be moved into 2025. With that being said, it is possible bonus rebates may continue into 2026 as well, but Xcel hasn't released any formal information on that yet.

*Project location:* 310 E 10th Street, Waconia, MN 55387

**Scope:**

- Remove and replace all "replace" labeled fixtures in below table with LED highbays per attached spec sheet or LED flat panels per attached spec sheets
- Ballast bypass all "retrofit" labeled fixtures in below table and install 4000k LED lamps
- Provide (1) scissor lift onsite
- Provide lamp bins and proper EPA recycling of fluorescent lamps and ballasts
- Provide dumpster for recycling of old fixtures
- Provide permit and schedule inspections

<b>Fixture</b>	<b>Quantity</b>	<b>Retrofit or Replace</b>
2-lamp linear	133	Retrofit
Highbays	68	Replace
2x4 Panels	46	Replace
1x4 Panels	10	Replace
Cans	20	Replace

ESTIMATED COST: \$44,768.99

Estimated Rebate (requires verification with CEE and Xcel): \$9,978.00

**Projected Total Cost: \$34,790.99**

Estimated Annual Savings \$3,877.00

Estimated ROI: 8 years, 11 months

**Exclusions/Notes:**

1. **Materials pricing is valid for (7) days and will need to be revisited after that time due to fluctuations and expected volatility in the market for materials. Viking Electric's weekly price sheet will be used as a baseline at date of proposal and for reassessment beyond 7 days.**
2. We exclude all charges for service and energy consumption.
3. We exclude cutting, patching, painting, core drilling, saw-cutting, channeling of concrete and asphalt.
4. We exclude furnishing and installation of communication wiring and equipment including but not limited to telephone/data, security, and sound systems unless noted above.
5. We exclude any fire alarm or fire related work unless noted above in scope.

**Our Terms and Conditions are:**

1. This scope/proposal letter with approval to proceed below via signature is considered a contract.
2. We request written notification of acceptance of this proposal prior to any contractual performances by Holton Electric.
3. Contractor shall not be responsible for additional costs due to hidden, concealed, unforeseen or changed conditions. Any alteration or deviation from the specifications involving extra costs will be memorialized by written change order signed by both parties and will become an extra charge over and above the proposed Contract amount, with adjustment in the Contract Price and/or Contract time or both.
4. This proposal excludes the assumption of risk of nonpayment to the general contractor.
5. Monthly progress payments being paid on time on a regularly scheduled basis if needed.
6. Mechanic's Lien Notice: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. Under MN law you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from the contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.
7. A mutually developed job schedule.
8. This proposal is based on the understanding that you and all of your subcontractors will comply with applicable terms and provisions of the Occupational Safety and Health Act of 1970.
9. This proposal is valid for thirty (30) days from the date of the bid.
10. General Contractor/Client to provide space on site for staging and storing of materials if needed.
11. All equipment supplied by owner or other contractors must comply with all required codes.
12. All equipment furnished by owner or other contractors must be supplied with all necessary accessories (i.e. – fuses, lamps, thermal overloads, circuit breakers, etc...)
13. General Contractor/Client to establish all lines and grade for layout purposes.
14. Our pricing reflects sufficient allotment of time for installation of electrical systems.
15. This proposal is based on a forty (40) hour workweek.
16. We will not be responsible for work done for our account unless specifically authorized by us in writing.
17. We will not participate in a liquidated damages expense if damages are due to any cause other than our own actions.

We trust you will find this proposal thorough and attractive and we look forward to working with you soon. If you have any questions, please feel free contact me anytime.

Sincerely,

Will Hawkinson  
Member, Holton Electric/A-1 Electric Service  
[whawkinson@holtonelectric.com](mailto:whawkinson@holtonelectric.com)  
612-805-7361

Holton Electric (signature, title) \_\_\_\_\_ Date \_\_\_\_\_



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.17. Approve Asset Management Expert Services Agreement - OpenGov Asset Management System	
<b>Originating Dept:</b> Finance	
<b>Presented By:</b> Nicole Meyer	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-296 Approving Asset Management Expert Services with OpenGov	
<b>EXPLANATION OF AGENDA ITEM:</b>	
<p>The City budgeted to add additional services with OpenGov, the City's asset management system, in 2026. The addition of Expert Services will allow staff to work closely with OpenGov to set up new workflows in the system. These workflows will be utilized by staff in the field to optimize processes and better capture needed maintenance items for the City's assets. OpenGov has offered the attached quote and would like to secure our contract pending the approval of the City's 2026 operating budget. The attached order secures the pricing through 2027. The City plans to budget accordingly and pay the fees on an annual basis with each year's budget approval.</p> <p>Funds for this project are budgeted for in the technology fees and license line item of the General Fund budget. An interfund transfer from the City's water, sewer, and storm water utility fund is made to partially cover these expenditures.</p>	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>1. Resolution No. 2025-296 Asset Management Services</li> <li>2. Asset Management Services Agreement with OpenGov</li> </ol>	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses: General Fund - Technology	Planning Commission:
Budget Information:	Park Board:
<input checked="" type="checkbox"/> Budgeted	Personnel Committee:
<input type="checkbox"/> Non-Budgeted	Other:
<input type="checkbox"/> Amendment Required	

**CITY OF WACONIA  
RESOLUTION NO. 2025-296**

**RESOLUTION APPROVING ASSET MANAGEMENT  
EXPERT SERVICES WITH OPENGOV**

**WHEREAS**, City staff budgeted as part of the General Fund to update the City’s asset management system OpenGov with Expert Services in 2026; and

**WHEREAS**, Expert Services will assist staff in creating workflows to be utilized in the field by staff; and

**WHEREAS**, these workflows will optimize processes in the field and capture needed data for all City assets; and

**WHEREAS**, this information will be used by management staff to better plan for asset replacement and community needs during the capital planning process; and

**WHEREAS**, OpenGov has provided the City with the option for 2025 pricing and to start services in January 2026; and

**WHEREAS**, they have also offered pricing for 2027 services to assist staff in the budget and planning processes; and

**WHEREAS**, City staff request approval of this service pending the approval of the 2026 City of Waconia operating budgets.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Waconia hereby approves the purchase of Asset Management Expert Services with OpenGov for fiscal year 2026 totaling \$19,843.02.

Adopted by the City Council of the City of Waconia this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



OpenGov Inc.  
 660 3rd Street, Suite 100  
 San Francisco, CA 94107  
 United States

**Order Form Number:** Q-12950  
**Created On:** 12/04/2025  
**Order Form Expiration:** 12/30/2025  
**Subscription Start Date:** 01/01/2026  
**Subscription End Date:** 12/31/2027

**Prepared By:** Samantha Grabovac  
**Email:** sgrabovac@opengov.com  
**Contract Term:** 24 Months

**Customer Information:**

**Customer:** City of Waconia, MN  
**Bill To/Ship To:** 201 S Vine St,  
 Waconia, Minnesota  
 55387  
 United States

**Contact Name:** Jon Haukaas  
**Email:** jhaukaas@waconiamn.gov  
**Phone:** (970) 817-0764

**Order Details:**

**Billing Frequency:** Prepaid  
**Payment Terms:** Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Asset Management Expert Services: Accelerate	01/01/2026	12/31/2026	\$19,843.02
Asset Management Expert Services: Accelerate	01/01/2027	12/31/2027	\$20,835.17

**Customer Billing/Service Periods:**

**Period:**                      **Total:**  
 01/01/2026                      \$19,843.02  
 01/01/2027                      \$20,835.17

**Order Form Legal Terms:**

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms

**City of Waconia, MN:**

**OpenGov, Inc.**

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

Tim Litfin

\_\_\_\_\_

Title:

Title:

Mayor

\_\_\_\_\_

Date:

Date:

December 22, 2025

\_\_\_\_\_



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	December 22, 2025
<b>Item Name:</b>	8.18. Electrical Room Mini-Split at Water Treatment Plant Replacement
<b>Originating Dept:</b>	Administration
<b>Presented By:</b>	Jackie Schulze
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent

**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:** Adopt Resolution No. 2025-297 Approving Electrical Room Mini-Split Replacement at Water Treatment Plant

### EXPLANATION OF AGENDA ITEM:

The existing mini split system serving the electrical room has reached the end of its useful life and requires replacement to ensure reliable temperature control and protection of critical electrical equipment. Maintaining appropriate environmental conditions within the electrical room is essential to prevent equipment failure and ensure continued facility operations.

Nordic Mechanical Services, the City's HVAC contractor, has proposed to provide all labor and materials necessary to replace the existing system with a new Carrier mini split system. The scope of work includes:

One (1) Carrier 3-Ton Mini Split System, including:

- Cassette indoor ductless unit
- Outdoor heat pump condenser
- Wired remote controller
- Electrical and piping connections
- Startup and testing
- Removal and environmentally responsible disposal of the existing system
- All required installation materials, labor, and commissioning

The total installed cost for the project is \$15,505.

This project is CIP Project #810, and was originally included in the 2025 Capital Improvement Plan (CIP). It is proposed that it be carried forward to 2026 to align with the anticipated year of project completion. The budgeted CIP amount is \$13,000. However, according to Nordic, prices have increased due to tariffs on several equipment pieces. The water fund does have enough cash available to cover the remaining amount and the accurate cost has been reflected in the 2026 CIP.

### ATTACHMENTS:

1. Resolution No. 2025-297 Electrical Room Mini Split

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

**CITY OF WACONIA  
RESOLUTION NO. 2025 - 297**

**RESOLUTION AUTHORIZING  
THE WATER TREATMENT PLANT REPLACEMENT  
OF THE ELECTRICAL ROOM  
MINI SPLIT SYSTEM**

**WHEREAS**, the existing mini split system serving the electrical room has reached the end of its useful life and requires replacement to ensure reliable temperature control and protection of critical electrical equipment; and

**WHEREAS**, maintaining appropriate environmental conditions within the electrical room is essential to prevent equipment failure and ensure continued facility operations; and

**WHEREAS**, Nordic Mechanical Services, the City's HVAC contractor, has submitted a proposal to provide all labor and materials necessary to replace the existing system with a new Carrier mini split system; and

**WHEREAS**, the scope of work includes one (1) Carrier 3-ton mini split system with a cassette indoor ductless unit and outdoor heat pump condenser, wired remote controller, electrical and piping connections, startup and testing, removal and environmentally responsible disposal of the existing system, and all required materials, labor, and commissioning; and

**WHEREAS**, the total installed cost of the project is \$15,505.00; and

**WHEREAS**, this project is identified as CIP Project No. 810 and was originally included in the 2025 Capital Improvement Plan, and is proposed to be carried forward to 2026 to align with the anticipated year of project completion; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Waconia that the City Council approves the replacement of the electrical room mini split system.

Adopted by the City Council of the City of Waconia this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

Attest: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator/Clerk



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.19. Amendment to the City's Financial Policy and Guidelines	
<b>Originating Dept:</b> Finance	
<b>Presented By:</b> Nicole Meyer	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution 2025-298 Amending the City of Waconia Financial Policy and Guidelines	
<b>EXPLANATION OF AGENDA ITEM:</b>	
<p>Finance staff have reviewed the City's Financial Policy and Guidelines and recommends changes in the following areas:</p> <ol style="list-style-type: none"> <li>1. With the approval of the City's 2026-2029 Strategic Plan, the City plans to budget for the General Fund unassigned fund balance to be at 41% as of December 31, 2026, instead of a minimum of 40% as previously stated in the policy. The approved Strategic Plan identifies "Enhanced financial strength in the General Fund" as a priority. To complete this desired outcome, the City Council will look to increase the General Fund unassigned fund balance to a minimum of 43% by December 31, 2028.</li> <li>2. City staff have reviewed Exhibit A in the policy which outlines the City's capitalization and depreciation schedule. City staff have some updates to this exhibit based on current practice.</li> <li>3. Some grammatical errors were found and corrected throughout the document.</li> </ol> <p>With approval of the attached changes, finance staff will work to get the policy distributed internally and online along with education of the information to employees and other affected stakeholders.</p>	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>1. Resolution No. 2025-298 Financial Policy and Guidelines</li> <li>2. Financial Policy Updates Redlined 12-22-2025</li> </ol>	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA  
RESOLUTION NO. 2025-298**

**RESOLUTION AMENDING THE CITY OF WACONIA  
FINANCIAL POLICY AND GUIDELINES**

**WHEREAS**, the City of Waconia formalized practices and goals for fiscal responsibility by adopting The City of Waconia Financial Policy and Guidelines; and

**WHEREAS**, the policy is designed to provide guidance and instructions to the City Council and staff; and

**WHEREAS**, the policy is reviewed periodically for language clarification and additions or deletions to the policy in order to remain current; and

**WHEREAS**, changes are recommended for updates to the City's General Fund unassigned fund balance section increasing the City's minimum fund balance from 40% to 41%; and

**WHEREAS**, changes are also recommended to Exhibit A which outlines the City's capitalization and depreciation schedule; and

**WHEREAS**, the Finance Department has reviewed and recommends the Financial Policy and Guidelines changes as identified in the attachment, which has all changes outlined.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Waconia hereby amends the City of Waconia Financial Policy and Guidelines as recommended on this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator

# CITY OF WACONIA

## FINANCIAL POLICY AND GUIDELINES



Adopted April 28, 2005  
Amended September 6, 2005  
Amended November 17, 2008  
Amended June 15, 2009  
Amended November 22, 2010  
Amended February 21, 2012  
Amended February 18, 2014  
Amended January 20, 2015  
Amended September 8, 2015  
Amended January 23, 2017  
Amended June 19, 2017  
Amended March 18, 2019  
Amended December 16, 2019  
Amended December 21, 2020  
Amended February 3, 2025

Amended ~~February 3, 2025~~ December 22, 2025

## **CITY OF WACONIA FINANCIAL POLICY AND GUIDELINES**

### **INTRODUCTION AND OBJECTIVES**

The financial policies of the City of Waconia are established by the City Council. These policies are designed to provide guidance and instructions to all staff whether they be directly involved in financial processes, internal control oversight, or any financial transaction. The Council sets forth the authorities, responsibilities, and accountability requirements of those participating in the operations of Waconia City government at all levels of the organization.

### **AUDITING AND FINANCIAL REPORTING**

The City of Waconia will establish and maintain a high standard of accounting practices. Accounting standards will conform to Generally Accepted Accounting Principles (GAAP) as outlined by the Governmental Accounting Standards Board (GASB). Accounting standards will reflect Best Practices recommended by the Government Finance Officers Association (GFOA) and recommended statements of position provided by the Minnesota Office of the State Auditor.

After each fiscal year, a certified public accounting firm will conduct an audit of the City records. The report will include a financial opinion and a management and compliance report on internal controls. Annually, a comprehensive annual financial report will be prepared for the City. This report shall be made available to elected officials, city management, bond-rating agencies, and the general public.

### **ACCOUNTING PROCEDURES & INTERNAL CONTROL**

The City will maintain a strong internal audit function. Written accounting procedures for each city division or department's financial processing area will be maintained and adhered to so that every attempt is made to be in audit and financial reporting compliance. All department managers have access to internal control regulations set forward by the finance department. Periodic updates and new recommended practices set forward by the GFOA are communicated and addressed with all City staff. Any weakness in internal control and accounting procedures are addressed immediately with department managers and the Finance Director so a timeline to remedy improvement can be established.

#### **Internal Auditing & Reporting**

Along with the compliance of procedures and internal control in all areas of accounting, finance staff will adhere to monthly, quarterly and annual auditing of cash, investments, and accounts receivable/payable functions. On a quarterly and semi-annual basis, finance staff will audit the above listed functions along with all other areas related to financial statements. Monthly internal audit reports are then presented to the Finance Director for review and approval.

#### **Accounting Write-offs**

Written authorization to adjust a City employees account, such as utility billing, payroll, or benefits must be requested by the department manager or Assistant City Administrator and approved by the Finance Director or City Administrator.

## **BUDGET & FINANCIAL PLAN**

### **Budget Objective**

The formal operating and capital budgeting process provides the primary mechanism by which key decisions are made regarding the levels and types of services to be provided, given the anticipated level of available resources. The objective of the general fund operating budget is to pay for all current expenditures with current revenues. The City will endeavor to avoid budgetary procedures that balance current expenditures at the expense of meeting future years' expenses, such as postponing expenditures, accruing future years' revenues, or rolling over short-term debt.

### **Long-term Financial Plan**

A 20-year Financial Management Plan (FMP) with an integrated 10 year Capital Improvement Plan (CIP) is utilized to assist the City Council and department managers in strategizing and aligning financial capacity with long-term objectives. The long-term financial plan serves as a foundation for conversations regarding purchases and project planning.

The plan will include an analysis of the current and future years' financial environment, revenue and expenditure forecasts, debt positions and affordability analysis. The financial plan will be updated as needed in order to provide direction in the budget process.

### **Service Levels and Funding**

The City will endeavor to maintain its present service level for priority and essential services subject to available revenues. The objective is to maximize the benefit of available resources. The results or outcomes that matter most to citizens should be defined by the City Council. New services or programs will be considered for funding within available resources.

Department managers will be given the opportunity to request personnel, goods, and capital items needed to carry out the department's responsibilities. Department requests must include supporting documentation and justification of needs for operating requests. Requests should integrate priorities and objectives into the budget. The budget will provide for adequate maintenance of public facilities and equipment and for their orderly replacement.

### **Enterprise Funds**

Enterprise operations are to be self-supporting, including capital improvements and depreciation. Enterprise operations are to be reviewed annually for self-sufficiency and proper cash flow needs.

### **Periodic Reporting**

The City will maintain an internal control system to help adhere to the budget. Regular reports comparing actual revenues and expenditures to budgeted amounts will be provided to department managers on a monthly basis. The City Council will review quarterly budget-to-actual reports that include capital project updates and investment portfolio reports.

### **Budget Amendments**

All budget amendments, such as those from a) one department to another department budget; b) from one fund to another fund; and c) shifting of funds for the purchase of capital outlay, must be approved by the City Council.

### **Budget Amendments for Department Operating Line Items**

Department managers may, upon approval by the City Administrator, request intra-departmental line item budget amendments for operating purposes only. Budget amendments for personnel and capital outlay line items are not allowed without City Council approval. Department managers must submit an

electronic budget amendment form to the City Administrator and upon approval will receive notification from the Finance Director.

## **FUND BALANCE AND RESERVES**

Fund balance is an approximate measure of liquidity. This section defines dollar thresholds and descriptions for fund balances, reserves, and retained earnings of all funds of the City of Waconia. It is the intent of the City to provide a stable financial environment for which its citizens can depend on a consistent and quality level of service. It is the intent of this fund balance/reserve policy to provide this stable financial environment for the services the City provides and for planned future expenditures.

As defined by GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, the City will reserve funds according to the following:

### **Nonspendable Fund Balance**

Inherently nonspendable portions of net resources that cannot be spent due to their form or portions of net resources that cannot be spent because they must remain intact. The City's most common form of nonspendable fund balance is in the form of prepaid expenditures.

### **Restricted Fund Balance**

Externally enforceable limitations, on the use of funds, that are imposed by creditors, grantors, contributors, or laws and regulations of other governments, or limitations imposed by law through constitutional provisions or enabling legislation.

### **Committed Fund Balance**

Self-imposed limitations, on the use of funds, that are set in place prior to the end of a period. Limitations are imposed at the highest level of decision making that requires formal action at the same level to remove.

### **Assigned Fund Balance**

Internally imposed limitations for a specific purpose that is established by the highest level of decision making or by an official designed for that purpose.

### **Unassigned Fund Balance**

Residual net resources that make up the fund balance in the general fund in excess of nonspendable, restricted, committed, and assigned fund balance (i.e., surplus) or excess of nonspendable, restricted, and committed fund balance over total fund balance (i.e., deficit).

## **General Fund - Fund Balance**

A healthy unassigned fund balance is needed to provide cash flow to pay expenditures when due. The City receives a majority of its tax collections and state aids twice a year. A healthy unassigned fund balance allows for cash flow while the City waits to receive its aids and taxes. The unassigned fund balance is also a security against unforeseen changes or needs, i.e. natural disasters, loss of state aids, etc. The general fund's unassigned fund balance should be approximately 50% of actual expenses of the general fund, less annual transfers. The unassigned fund balance of the general fund should never fall below ~~40~~41% of operating expenditures. Should the unassigned fund balance fall below the ~~40~~41% threshold, the City will strive toward regaining the minimum threshold during the next budget process and forecast the timing of the unassigned fund balance improvement within the long-term financial plan.

## **Assigned Fund Balances**

Assigned fund balances will consist of funds designated by the City Council for specific purposes that do not meet the criteria to be classified as restricted or committed. In governmental funds other than the

general fund, assigned fund balances represent the remaining amount that is not restricted or committed. In the general fund, assigned amounts represent intended uses established by the governing body itself or by an official to which the governing body delegates the authority. The resources for these may be acquired through the budgeting process or funds that are deposited with the City for specific purposes. Examples of assigned fund balances currently with the City are the PIR Capital fund and Capital Equipment fund. The designations for PIR Capital fund balances will consist of funds designated by City Council for future capital improvement projects. Capital equipment purchases will be budgeted for and maintained in a special fund designated only for capital equipment. The PIR Capital fund will reflect long range capital items and are represented on the long range capital improvement plan approved during the budget adoption process. It is the intent of the City of Waconia to set aside funds, when operations allow, for large capital projects to help minimize the debt service needs for these projects. Current commitments for PIR Capital fund reserves are sidewalks, streets, buildings, facilities, and community enhancements.

### **Committed Fund Balances**

Committed fund balances will consist of amounts that are constrained for specific purposes that are internally imposed by formal action (resolution) of the City Council. The committed amounts cannot be used for any other purpose unless the City Council removes or changes that specified use by resolution. Examples of committed fund balances currently with the City are the Safari Island Community Center operations fund balance and the economic development funds available in the general fund. The City Council reviews the Safari Island Community Center operations committed fund balance for operations on a quarterly basis with fund budget-to-actual reporting. The City Council separately approves on an annual basis by resolution those funds expended for economic development purposes from the general fund.

### **Restricted Fund Balances**

The designations for all of the City's debt funds including the PIR Debt fund balance consist of funds that are restricted for the sole purpose of debt repayment according to generally accepted accounting principles (GAAP). In addition, fund balance amounts in the City's Cable TV PEG fund, Park Dedication fund, TIF funds, and Lodging Tax fund have externally imposed constraints established. Because of this, the fund balances for these accounts will be reported as restricted.

### **Enterprise Funds - Retained Earnings, Reserve Balances & Working Capital**

#### Retained Earnings

It is the goal of the enterprise funds to cover the cost of operations, including depreciation, so as to maintain a financially healthy enterprise. Retained earnings are a product of revenues over expenditures over time and consist of the net result of assets minus liabilities. Retained earnings will be used for the support of these enterprises and support of the general fund should the City Council feel the need due to unforeseen, unique, or unusual circumstances (i.e. state budget cuts).

#### Reserve Balances & Working Capital

When considering the level of reserve balance in the enterprise funds, the City Council will annually review by fund the areas of operating expenditures, outstanding debt, and capital replacement. Each fund must maintain a reserve balance that includes 90 days of operating expenditures along with 10% of the total debt issued in the fund and 10% of the capital replacement costs based on the fund's asset valuation reported in the previous year's financial statements.

This information will be calculated and reviewed on an annual basis by the City Council in the budgeting process. A minimum 10-year fund financial model will be maintained so the reserve balance can be monitored along with annual operating expenses, debt issuance, and capital replacement needs. The City Council will use this tool to assist in the establishment of rates and charges for services to maintain the financial health of the enterprise funds.

## **EXPENDITURES**

### **Expenditure Objectives**

The objectives of the expenditure guidelines are:

- To support the local firms and merchants within the community whenever possible, subject to meeting other expenditure guideline objectives.
- To ensure City funds are only used for public purposes.
- To obtain supplies, equipment, and services as economically as possible.
- To purchase materials which are best suited to the specific needs of departments.
- To improve the speed of delivery to departments by predetermining, through contracts or other appropriate means the sources of supply before the actual needs.
- To promote fair and open competition among bidders.
- To ensure compliance with all applicable policies, statutes, and regulations of the City, the State, and the Federal Government.

### **Local Purchasing Objectives & Criteria**

Purchasing from local businesses and merchants is a high priority to support the economic vitality of the Waconia business community. Whenever economically possible, local vendors will be included in obtaining bids, quotes, or estimates to obtain supplies, equipment, and services. A local vendor may be selected on the following criteria:

- Low costs
- Availability of goods and services required by City departments
- Reduction of shipping or delivery costs and delivery time
- Quality of service and/or products

All employees of the City shall comply with all City, State, and Federal statutory requirements regarding purchase of materials or services, including the selection, award, and administration of contracts.

Disciplinary actions will be applied for violations of such standards. The following practices are also specifically forbidden so as not to create a conflict of interest:

- Using information available to an employee solely because of their position for personal profit, gain, or advantage.
- Directly or indirectly furnishing estimating services, or any other services or information not available to all prospective bidders, to any person bidding on, or who may reasonably be expected to bid on, a contract.
- Using their position or status in the City to directly or indirectly solicit business of any kind for private use or to obtain supplies and equipment at special discounts or with special concessions from any vendor who sells or solicits sales to the City.

### **Public Purpose Expenditures**

All expenditures made by City employees using City funds must be for a public purpose. An expenditure is made for a public purpose if it meets all of the following criteria:

- It will benefit the community as a body;
- It is directly related to functions of government; and
- It does not have as its primary objective the benefit of a private interest.

### **General Guidelines Regarding Certain Employee Expenditures**

To ensure City funds are only used for public purposes in regard to certain employee expenditures, City employees must observe the following general guidelines:

### **Expenses Related to Work Assignments**

The City may pay reasonable expenses directly related to the performance of an official City activity including expenses for travel, lodging, meals, and appropriate incidental expenses that are directly related to the performance of an employee's official job duties for the City.

### **Employee Safety Programs**

The City may pay reasonable expenses directly related to the operation of an employee safety program when the program is required by law or the benefit of the program is clearly demonstrated and a written outline of the program is approved by the City Council.

### **Employee Training and Development Programs**

The City may pay reasonable registration, tuition, and travel expenses for a conference, seminar, workshop or similar employee training (internal or external) or development opportunity when it is directly related to the performance of the employee's official job duties for the City.

### **Employee Wellness and Recognition Programs**

The City may pay reasonable expenses related to employee wellness and recognition programs, including non-monetary service awards to recognize employee performance and length of service. Any such program shall be outlined in writing and approved by the City Council. A program primarily of a social nature, however, does not qualify. Further, the City shall not pay for spouses or third parties to attend any wellness or recognition event.

### **Meals and Refreshments to Conduct City Business (not travel related)**

The City may pay reasonable meal and refreshment expenses when the meals or refreshments are provided:

- As part of a structured agenda of a conference, workshop, seminar or meeting when the employee is authorized by the City to attend and the topic relates to the official business of the City.
- As part of a City sponsored meeting, conference, or workshop when the employee is required by the City to attend and the majority of the participants are not City employees.
- As part of a City-sponsored event where registration fees are charged and the majority of the participants are not City employees.
- During an official meeting of the City Council or any official meetings of City Council committees, task forces, work group, or advisory committees, provided the provision of meals or refreshments is necessary to sustain the flow of the meeting and to assist the participation of the attendees.
- As part of a formal meeting that consists primarily of City employees when the meals or refreshments are an integral part of the formal meeting or training and are necessary to sustain the flow of the meeting, to retain the captive audience, and to assist the participation of those employees and attendees, but only if the meeting is a City or department-wide staff meeting for all City or department employees, as applicable.

### **Expenses Not Covered**

The following expenses are not public purpose expenditures:

- Refreshments or meals for routine staff meetings.
- Private organization memberships unless specifically allowed by a Minnesota law. For each such expenditure paid by the City, the specific statutory authority allowing the expenditure must be determined.
- Alcoholic beverages.
- Employee parties (including holiday parties).
- Employee entertainment.

## **Reimbursement Procedures**

In addition to the requirements contained in this section regarding public purpose expenditures, any expense for which reimbursement is sought shall also be subject to the employee reimbursement policies set forth in this Financial Policy and Guidelines document and any applicable personnel policies.

## **Purchasing – Standards and Methods**

In general, each department shall make purchases for the requirements of the City. Purchases will not be separated into smaller purchasing components in order to eliminate a threshold authorization requirement. To facilitate a sound and cost effective purchasing operation, City departments shall follow one of the following procurement methods:

### **Purchases less than \$500**

Purchases under \$500 will be allowed by staff in the course of normal business with approval by the department manager. Petty cash is not allowed. The purchaser must submit a sales receipt to the department manager for proper account coding. The department manager must determine funds availability within the approved department division budget. Staff will attempt to purchase all goods and services at the lowest possible cost. The department manager may give approval for certain employees to make recurring purchases without approval.

### **Purchases \$500 to \$5,000**

Purchases \$500 to \$5,000 are allowed to be made by department managers. Determination for the purchase should include funds availability as defined in the approved department budget. Department managers will attempt to purchase all goods and services at the lowest possible cost and will obtain more than one quote for such purchases when possible. The following exceptions are made:

- Utility bills, including electrical, fuel oil, natural gas and telephone
- Fringe benefit and other payroll related costs
- Postage
- Mandatory public safety training
- Investments
- Liability insurance, including workers' compensation
- Water meters
- Refuse tipping fees
- Automotive gasoline and diesel fuel
- Mandated licenses, permits, and fees to the State of Minnesota and U.S. Government
- Professional services under contract approved by City Council
- Debt Service principal and interest

### **Purchases over \$5,000 but less than \$175,000**

Purchases over \$5,000 but less than \$10,000 must be initiated by the department manager and approved by the City Administrator in advance of the purchase or contract. Department managers may, in the Administrator's discretion, secure at least two (2) quotations if practical and reasonable or may recommend purchase on the open market. The department manager must determine funds availability within department budget.

If a purchase or contract cost is expected to exceed \$10,000 but not to exceed \$175,000, department managers may, in the City Administrator's discretion, use the sealed bid process or make the contract by direct negotiation. If direct negotiation is used, managers must get at least two (2) quotations and keep them on file for at least one year. Approval of the City Council is required in advance of the purchase. Public improvement contracts will follow other requirements as outlined in Minnesota State Statutes.

### **Purchases over \$175,000**

Cities with populations of 2,500 or more must use the sealed bid process for contracts estimated to exceed \$175,000. The department manager or designee shall prepare contract and bid specifications in conjunction with the project. The City Council shall approve the specifications and authorization to place and advertise for bids. Following the bid opening and bid analysis, the City Council may approve or deny the purchase or contract. Public improvement contracts will follow other requirements as outlined in Minnesota State Statutes.

### **Bulk Purchasing**

There are a variety of goods and services that when purchased in bulk is a cost savings to all departmental budgets. City staff will seek to purchase bulk items at the lowest possible cost and will determine a list of items on an annual basis that are shared between departments.

### **Life-Cycle Costs**

Initial bid prices or quotations shall generally govern in determining the source from which to acquire particular goods or services. However, as the initial purchase price or construction cost measures only one part of the total overall expenditure, life-cycle costs may be considered in many bidding situations.

This may be factored in one of two ways:

- Specifications may demand a product with characteristics that will assure utility and economy. This may include additional specifications so as to exclude bids from suppliers of goods that are not economical or suitable for the intended use.
- "Total cost" bidding may be utilized, which takes into account mechanical durability. In this case, bidders generally guarantee limitations on the City's cost of ownership for operation of the product.

When all other factors of the acquisition process are equal, preference shall be given to businesses located within the City of Waconia.

### **Special Purchases in Emergency Situations**

Emergency purchases are those made by department managers where an immediate purchase is necessary to correct a situation, which would adversely affect the life, health, or safety of the citizens.

To the greatest extent possible, the preceding procedures should be followed. However, in case of an emergency, a department manager may purchase directly any supplies, materials or services necessary to alleviate the emergency. Every effort shall be made to contact the City ~~Administrator~~[Administrator to see](#) whether the emergency occurs during or after normal working hours. On the next business day, such emergency shall be documented with the Finance Director.

In the event where emergency purchasing is related to natural disaster events, the Finance Director shall review and approve all account coding for all emergency purchases and maintain a separate chart of accounts according to FEMA requirements and GFOA recommended practices for emergency management recordkeeping.

### **Purchases of Goods and Services Using Federal Funding**

Purchasing Thresholds – All purchases by the City and its agents, when using federal funding and making purchases in excess of \$2,000 for construction dollars are subject to the Davis-Bacon Act. In addition, all purchases in excess of the micro-purchase threshold established by the Uniform Guidance must meet small purchase procurement practices and obtain multiple price/rate quotes from qualified sources. If it is not possible to obtain multiple quotes, the reason for obtaining only one quote should be documented.

Affirmative Action Practices – The City and all its agents will take all necessary affirmative action steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when ~~possible~~possible, as per Uniform Guidance 2 CFR 200.321(b).

Sealed Bids for Federal Purchases – All purchases by the City and its agents will follow all “sealed bid” requirements as per Uniform Guidance 2 CFR 200.323(a). This includes but is not limited to documenting a cost or price analysis in connection with every procurement action in excess of the “Simplified Acquisition Threshold”, including contract modifications.

Reviewing for Contractors under Suspension or Debarment - In all cases the City and its agents will review the excluded parties list (<https://www.sam.gov>), to ensure that no tentative parties, suspended and/or debarred contractors are contracted with when using federal or City dollars.

Additionally, the City will adhere to the following:

- The City will avoid acquisition of unnecessary or duplicative items.
- The City is encouraged to enter into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.
- The City is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property.

### **Purchasing – Procedures Accountability**

Department managers will be accountable for the purchasing done within their departmental budgets. Financial reports will be distributed to department managers on a periodic basis and are available in electronic detail in the budgeting software. Assistance will be available to help department managers analyze their budgets to ~~insure~~ensure proper spending.

Purchases that exceed a departmental annual budget are not allowed unless first approved by the City Administrator. Failure to follow purchasing procedures could result in disciplinary action, loss of purchasing privileges and a personal liability for purchases.

Department managers may only code expenditures to division budgets and/or funds under their management oversight unless written approval from another department manager is obtained.

### **Claims/Acquisition Process**

The City executes purchases depending on the dollar amount and nature of the purchase. Staff making purchases according to standards and methods will adhere to the following process:

- Sales receipts must include the signature of the purchaser, description of purchase, and reference to department or division.
- Sales receipts must be turned in to the Accounts Payable Department. When turning in more than one (1) receipt from a single vendor, receipts must be organized in date order.
- All invoices shall be mailed or delivered to City of Waconia, Attention: ~~Accounts~~ Accounts Payable, 201 Vine Street South, Waconia, MN 55387.
- Claim registers or vouchers of departmental purchases are reviewed and electronically approved by the department manager to ensure accuracy of coding and to be in line with departmental budget.
- The Finance Director prior to City Council reviews the claim register.
- City Council reviews all purchases by City staff including informational, purchasing card, and outstanding claims at each City Council meeting.
- The Mayor and City Administrator sign the approved claim register.

### **Check Signing**

The required signature on all checks is two of the following; Mayor, City Administrator, and Finance Director (Treasurer).

### **Joint Purchasing**

In certain instances, at the discretion of the City Administrator, purchase requirements of more than one department may be grouped together for more cost effective purchasing. In these instances, the authority granted to departments to manage their purchases as outlined above will be overridden by the decision of the City Administrator and joint purchasing instructions of the City Administrator will be followed.

### **City Issued Credit Cards**

The use of credit cards (purchasing cards) by staff for City business is an authorized payment method, and not a method of creating debt, therefore all credit card balances shall be paid off on a monthly basis without delinquency fees or finance charges. Failure to avoid finance fees will require the discontinued use of the respective credit account. This guideline is intended that an employee neither gain nor lose financially from the use of purchasing cards. All employees shall be responsible for complying with these directives.

### **Authorized Employees**

The City carries several purchasing cards with one named vendor previously approved by the City Council. The Finance Director will authorize the opening, use and distribution of all purchasing cards. All cards authorized to employees must be activated with a member of the finance department along with a signed affidavit noting card policies, procedures for use, and card holder responsibilities. The finance department will maintain a listing of accounts, limits, and personnel authorized to purchase with the respective purchasing cards. Credit cards will be kept in a secure location by employees when not in use.

Review of card activity and limits is completed by the Finance Director on a quarterly basis. Limits are lowered or increased, if needed, based on past purchasing history. Any changes in limits must be requested by a department manager and authorized by the Finance Director or City Administrator.

Cases of fraud and misuse are reported to the Finance Director or City Administrator for further investigation and handling. Fraud or misuse may be reported by the card vendor or by City staff and dealt with accordingly.

### **Authorized Purchases**

Since use of the purchasing cards is restricted to purchases for the City, no personal use is permitted and all purchases must be for a public purpose. Minnesota State Statute provides that if officers and employees make purchases for the City that are not authorized by the City Council, they become personally liable for the amount of the purchase. In the event that an employee fails to provide adequate documentation (i.e. sales receipt or carbon copy), a missing receipt affidavit must be signed by both the employee and department manager with a complete explanation of the expense, appropriate account coding, and the reason for the missing receipt. Failure to complete an affidavit will result in disciplinary action up to and including termination of employment and the amount of the purchase will be deducted from the employee's next ~~pay check~~ paycheck. Employees are allowed to provide an affidavit for a missing receipt twice per calendar year. If future cases occur where a physical receipt is not provided, action may be taken by the City Administrator; this including, but not limited too, removal of the employee's ability to use the City's purchasing card program.

Minnesota State Statute provides that claims presented for payment must be in writing and itemized. Department managers will be responsible for ensuring receipts and invoices meet this requirement and provide them to the finance department for prompt payment of the purchasing credit card statement.

Credit card purchases should be the primary method for making City purchases. If a vendor does not accept credit cards as a form of payment, the vendor is asked to receive payment for goods and services via electronic funds transfer (EFT). No open house accounts are allowed at any vendor. Credit card purchases may be used

for authorized travel, education, meals, refreshments, operating supplies, small equipment purchases, contracted services and fuel for the operation of City vehicles.

## **Employee Travel and Training Guidelines**

The City will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the employee's department manager. The City Administrator will approve all out of state travel prior to booking for all non-exempt employees. Employees whose travel plans have been approved are responsible for making their own travel arrangements.

When approved, the actual costs of expenses directly related to accomplishing business travel objectives may be paid in advance or reimbursed by the city. Once the training and travel is approved by necessary supervisors and prior to actual dates of travel; employees should complete the Travel Authorization Form. The employee and finance can meet to discuss details if necessary. Employees are expected to limit expenses. Authorization for overnight travel must be obtained at least 14 days in advance of travel. Travel guidelines and expense reimbursement practices are listed below:

### **Travel by Automobile**

#### **Use of Personal Vehicle**

When employees are required to use their personal vehicle to conduct City business or attend training, the City will reimburse the employee for mileage at a rate equal to the current rate given by the Internal Revenue Service (IRS). Employees driving to a training event using their personal vehicle must track mileage from their work home base (City Hall, Fire Station, Safari Island, Ice Arena, or Public Services) to the destination of the training event. Employees must complete an Employee Mileage & Reimbursement Form as provided by the finance department. Reimbursement forms must be completed within 60 days of the training event. Employees may never use their City Visa card to put fuel into their personal vehicle for travel on behalf of the City.

#### **Use of City Vehicle**

Employees are allowed to use a City vehicle to attend training events with prior approval of their department manager. Employees are encouraged to fill the vehicle with fuel from the City's fueling station before they leave to complete City business. Employees may use their City Visa card to put fuel in a City vehicle if a fuel fill is required upon return. If an employee must fuel the vehicle and pay with their City Visa card, an itemized receipt from the fueling station (showing that only fuel was purchased) must be obtained along with a note on the receipt of the vehicle number and description.

### **Travel by Air**

Employees traveling on City business by air are encouraged to use their City Visa card to purchase airline tickets, baggage fees, and transportation fees. An itemized receipt must be provided by the vendor. Additional guidelines for air travel are as follows:

- Airfare costs – The City will pay for coach airfare when it is estimated that flying is less than the cost of driving. Employees should seek the most economical costs for airfare when traveling on City business. Employees should consider direct flights and flights with stops to ensure they are receiving the best rate possible for their paid time to travel. Airfare may be booked as early as 6 months in advance of the training event. The City will not pay or reimburse the employee for seat upgrades or priority boarding fees. If the employee selects seat upgrades, they must provide documentation for the cost of coach airfare versus upgraded seat fees at the time of booking. The employee will be responsible for reimbursing the city through payroll deduction or direct payment for the difference in cost.

- Baggage fees – Baggage fees may be paid in advance or at the airport if it is necessary for the employee to check a bag. Employees need to obtain a receipt for this expenditure from the airline.
- Transportation to/from the airport in Minneapolis – Employees are encouraged to coordinate drop-off and return transportation. Department managers and employees that provide transportation to an employee traveling for City business must follow the guidelines found in this policy for use of their personal or City vehicle. The City will pay for parking and shuttle fees incurred by the employee to park directly at the airport. Employees may use their City Visa card to pay for these expenses and are required to provide a detailed receipt.
- Transportation to/from the airport at the destination - Transportation fees to and from the airport to complete City business are reimbursable expenditures. Examples include shuttles, taxi service, Lyft and Uber type services, or other public transportation. Employees may tip transportation service personnel up to 20% of the total transportation fee. These expenses should be paid by the employee and not with a City Visa card. The employee can request reimbursement by using the Employee Mileage & Reimbursement Form as provided by the finance department and providing itemized receipts of miles traveled, service fees, and tips.

#### Rental Car Accommodations

Employees must first obtain approval from the City Administrator before renting a car on behalf of the City to complete City business. If it is found that it is a required expense for the event, the City Administrator will provide guidelines as to what kind of vehicle and rental plan should be considered.

#### Lodging Accommodations

The City will pay the single occupancy room rate for overnight stays. Spouses or guests are allowed to travel with the employee; however, if any additional expense is incurred for additional room occupancy it is at the expense of the employee. Employees are also allowed to have their own room or lodging accommodations; even when traveling with other City employees. It is recommended that employees seek lodging accommodations provided by the training company to receive the best possible rate. If the training company does not provide hotel accommodation information, employees should seek to stay at the closest, reasonable accommodations to the training event. Lodging accommodations will not be paid for meetings or training events held within the 7 county metropolitan area unless previously approved by the City Administrator. Employees should consider these items when booking lodging accommodations:

- Employees may use their City Visa card to pay for their stay or be reimbursed if accommodations must be paid with a personal credit card. If it is required that the employee be reimbursed, the employee must provide an itemized receipt and complete an Employee Mileage & Reimbursement Form as provided by the finance department.
- The City will not reimburse or pay for costs for in-room entertainment; this includes movies and Wi-Fi costs. Wi-Fi costs may be considered if the employee is required to check emails or do work on behalf of the City while they are traveling. These costs must be approved by the employee's department manager prior to the required travel.

#### Meal Reimbursement

Employees are entitled to a per diem allowance anytime they are in travel status and authorized lodging costs are incurred. A per diem allowance provides an employee money in advance of travel for payment of meals and incidental allowable expenses. Specifically, per diem covers expenses for breakfast, lunch, dinner, and related tips, taxes, and other incidentals. Per diem allowances must be approved by the employee's supervisor in advance of the travel. As detailed below, per diem rates vary according to locality. A five-tier per diem rate system has been established by the General Services Administration (GSA). The listed per diem rates are available at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. A standard per-day rate applies to all locations not specifically listed or encompassed by the boundary definition of listed location. Meals that are provided along with the cost of the training registration fees will be deducted from the per diem amount provided by the GSA, unless a food allergy or other concern is

identified by the employee prior to the employee's attendance to the event. Expenses incurred by a spouse or guest attending a training with an employee must be paid by the employee. Employees may never use their City Visa for meal purchases when they are traveling on City business.

M&IE Total <sup>1</sup>	Continental Breakfast/ Breakfast <sup>2</sup>	Lunch <sup>2</sup>	Dinner <sup>2</sup>	Incidental Expenses	First & Last Day of Travel <sup>3</sup>
\$59	\$13	\$15	\$26	\$5	\$44.25
\$64	\$14	\$16	\$29	\$5	\$48.00
\$69	\$16	\$17	\$31	\$5	\$51.75
\$74	\$17	\$18	\$34	\$5	\$55.50
\$79	\$18	\$20	\$36	\$5	\$59.25

<sup>1</sup> This column lists the full daily amount federal employees receive for a single calendar day of travel when that day is neither the first nor last day of travel.

<sup>2</sup> The separate amounts for breakfast, lunch and dinner listed in the chart are provided should you need to deduct any of those meals from your trip voucher. For example, if your trip includes meals that are already paid for by the government (such as through a registration fee for a conference), you will need to deduct those meals from your voucher. Refer to [Section 301-11.18 of the Federal Travel Regulation](#) for specific guidance on deducting these amounts from your per diem reimbursement claims for meals furnished to you by the government. Other organizations may have different rules that apply for their employees; please check with your organization for more assistance.

<sup>3</sup> This column lists the amount federal employees receive for the first and last calendar day of travel. The first and last calendar day of travel is calculated at 75 percent.

A per diem allowance will not be provided when the period of official travel is less than 24 hours and does not require lodging. In the instance where attending a conference or training falls into this category, an employee may request allowable meal expense reimbursement up to the per diem rate (assuming the meal is not covered with the conference registration fee). A detailed receipt of this expense must be submitted with the Employee Mileage and Expense Reimbursement Form. Prior to the conference or training session, employees should talk to their supervisor regarding allowable expenses. Alcohol is not an eligible expense for reimbursement.

Other

Managers may request a report of what an employee learned at the training/conference either verbally or in writing.

Non-exempt/hourly employees will be compensated for their travel time and attending educational sessions when at a training/conference is required. Social events related to the training/conference are non-compensated events.

Premiums for travel insurance or air insurance are not an approved City expense.

Any questions or interpretations of this policy will be decided by the City Administrator.

### **Elected Official Travel**

The City recognizes that its elected officials may at times receive value from traveling out of the state for workshops, conferences, events and other assignments. The event, workshop, conference or assignment must be approved in advance by the City Council at an open meeting and must include an estimate of the cost to participate. In evaluating the out-of-state travel request, the Council will consider the following:

- Whether the elected official will be receiving training on issues relevant to the City or to his or her role as the Mayor or as a council member.
- Whether the elected official will be meeting and networking with other elected officials from around the country to exchange ideas on topics of relevance to the City or on the official roles of local elected officials.
- Whether the elected official will be viewing a city facility or function that is similar in nature to one that is currently operating at or under consideration by the City where the purpose for the trip is to study the facility or function to bring back ideas for the consideration of the full council.
- Whether the elected official has been specifically assigned by the Council to testify on behalf of the City at the United States Congress or to otherwise meet with federal officials on behalf of the City.
- Whether the City has sufficient funding available in the budget to pay for the cost of the trip.

No reimbursements will be made for attendance at events sponsored by or affiliated with political parties. The City may make payments in advance for airfare, lodging and registration if specifically approved by the council. Otherwise, all payments will be made as reimbursements to the elected official. The City will reimburse for transportation, lodging, meals, registration, and incidental costs using the same procedures, expense limitations and guidelines outlined in the above policy for travel by City staff.

## **REVENUES**

### **Revenue Objectives**

The City will maintain a diversified and stable revenue system to shelter it from short-term fluctuations. To protect and better develop future tax base, the revenue guidelines will emphasize preserving the City's ability to grow and expand.

Charges and fees should be reviewed and updated annually based on factors such as impact of inflation, other cost increases, adequacy of coverage of costs, and current competitive rates. On an annual basis, the entire Fee Schedule (Ordinance 1100) will be modified and adopted in conjunction with the annual budgeting process.

The following are revenue objectives based on types of revenue:

#### **Fees and Charges That Align with Cost Recovery**

Fees are based on an objective of recovering a stated percentage of a given program's expenses.

#### **Revenues Related to Development**

Fees are based on policy related to growth activity.

**Charges Must Align with Local Market Forces**

Fees are based on maintaining a stable relationship with local market forces.

**Revenues with a Relationship to the Value of Money**

Fees are subject to ongoing inflationary or other indexes.

**Fines and Violations**

Fees are used as a means of enforcing compliance with City rules and regulations.

**Self-Supporting Enterprise Fees**

Fees and charges usually associated with a governmental “business” enterprise. Fees are based on a formal rate model for factoring in relevant operational, capital, and debt service cost components.

**Escrow Accounts**

Escrow funds as defined in City ordinances, will be deposited for land use projects until the project is determined by City staff to be complete. The developer or property owner will need to pay for consulting and City staffing services associated with the project/development. The City will pass through the following items, but is not limited to: engineering, legal, printing, publishing, and staff time associated with the project/development. The developer or property owner must maintain a positive escrow account balance until completion of the project/development and redeposit funds if the escrow account balance becomes negative.

**Receipting**

Cash receipting procedures will be adhered to for revenue items at all City facilities. Only authorized personnel are allowed to take cash receipts from customers. Reconciliation of revenue, to close out daily receipts, taken in through the point of sale systems at each City facility is required by the department manager or their designee. Finance staff provides internal control procedures and oversees all changes to revenue items in the point of sale system, final end of day processing, posting to the general ledger, and overall revenue management.

A receipt will be created for all sources of revenue through the point of sale system with exceptions for the following:

- Electronic deposits from the State of Minnesota, counties, or other governmental agencies.
- Interest revenue.
- Other automatic deposits where a statement is received, reconciled, and approved.
- Reimbursement items from employees or vendors that are considered miscellaneous in nature with approval of the Finance Director.

**Forms of Payment Accepted**

The following are acceptable forms of payment:

**Credit or Debit Card**

When accepting a credit or debit card as a form of payment, adherence to receipting procedures established by the major credit card network shall be followed and are communicated to employees during training processes.

1. Credit or debit card must be held until approval number is received in case of fraud or card misuse.
2. If payment is made over the phone by a customer, the card number must be entered directly into the point of sale and never written down on paper.

### **Checks**

Checks are accepted for all City services if credit or debit card is not available. Checks must be endorsed for deposit upon receipt. Proper photo identification and check processing guidelines are available at all facilities and have been approved by the City's banking entity.

### **Cash**

Cash handling practices are under strict internal control guidelines and must balance to the end of day sales reporting based on those transactions established as cash sales for the day. Any discrepancy in cash handling must be addressed by the department manager and their staff with a resolution sent to the finance department by the end of the next business day. Any mishandling of cash transactions must be reported to the Finance Director or City Administrator immediately.

### **Returned Payments**

The City's financial institution will notify the finance department of all returned payments. If payments are returned, the funds will be reversed from the customer's account and fees will be applied according to Ordinance 1100. The customer will be notified by City staff by letter or email of the returned payment and fees applied.

### **Deposits and Batch Processing**

Deposits will be made every business day to ensure the highest level of interest earnings. Revenue source and project codes will be reviewed to ensure accurate project tracking before a daily batch is posted.

Finance staff oversees the final import of all cash receipts to the financial system. Any correction to a daily deposit and reason for shortages/overages must be in written detail with the cash receipt import to be filed for retention purposes. These discrepancies must be signed off on by the department manager or the Finance Director. In accordance with internal control standards in regards to segregation of duties, another finance staff member ensures the receipt batch total equals the deposit register and then reconciles the deposit to the bank statements. All monthly cash reconciliations are reviewed and approved by the Finance Director.

### **Billing for City Revenue**

Any department wishing to bill another entity for services provided by the City or paid for by the City to be passed thru must submit an invoice request form. Supporting documentation is required to be included with the invoice for customer reference. The invoice request form must include the person requesting the invoice along with a department manager's approval in order to be processed. The department manager must also provide coding for the revenue in accordance with their budgeted revenues.

Invoices will be processed by the finance department within three business days of receiving the request for invoice form. Revenues are recognized in the general ledger as of the invoice date.

Invoices are aged at 30 day intervals. Statements of invoices outstanding are sent to customers with outstanding balances at the end of each calendar month. Reconciliation of outstanding accounts receivable items is reviewed at the end of each month by the Finance Director. Action is taken with customers that have outstanding balances as seen fit by the Finance Director and the City Administrator.

### **Recognition of Bad Debt**

The computation of an allowance for doubtful accounts should be performed at least annually based upon the aging of receivables and recent history of write-offs at fiscal ~~year-end~~**year-end**, with any material changes reported to the City Council. First, City staff will attempt, through the proper channels, to collect the funds deemed doubtful and ultimately recommend certification to property taxes. Documentation for each attempt at collection must be noted in the customer account. If funds are not able to be collected, the

Finance Director would make a recommendation for write offs to a bad debt expenditure up to \$500. For balances above this threshold, City Administrator and/or City Council approval must accompany the write off to the bad debt expenditure.

### **Special Event Cash Handling**

For special events held outside of a City facility, a cash box will be provided by the finance department. The starting amount of bills and change is noted on a cash box reconciliation sheet and must be signed off on by two City employees before the box can be given out to the department with the special event.

When the event is complete, the staff member in charge of the event and cash handling must reconcile their sales items to what monies were actually taken in. This reconciliation must be done on the cash box reconciliation sheet. This sheet is then recorded the next business day with the regular City cash receipts. Any discrepancies must be explained by City staff and signed off on by their department manager. Any discrepancies will be reported to the Finance Director for further review.

### **Refunds and Cancellations**

Cancellations of any program, lesson, rental of facility, or rental of meeting rooms is permitted seven (7) days prior to the date of the activity or event without being subject to a cancellation fee. Cancellation fees are applied based on the timing of the cancellation notice. Cancellation fees are listed in City Ordinance 1100.

Should the City cancel a program, activity, or close a facility - refunds or credits on account will be applied. For park and recreation programming, the recreation account will be credited. For other refunds, the credit account used to pay for the goods or services shall be credited.

Refunds will be issued to customers in a timely manner and processed with their original form of payment if the total refund is over \$10.01. If the refund balance is \$10.00 or under, the customer may apply the balance to another City service or the refund will be forfeited. City utility accounts will be reviewed and refunded accordingly on a monthly basis. City recreation accounts will be reviewed on at least a quarterly basis. Customers will have up to one year from the time of their last financial transaction at the City's recreation facilities to use their credit on account before it is refunded or forfeited. Customers that hold credits on their account must ensure the City has updated contact information to ensure refunds can be returned to them.

### **Grants and Donations**

All grants and donations awarded to the City shall be presented to the City Council for approval. The department manager will prepare a summary of the funding agency source and recommended use of proceeds for City Council review.

#### **Grants**

Department managers will follow the standard operating procedures established for applying for and accepting grant proceeds on behalf of the City. The standard operating procedures include obtaining City Council approval by resolution to apply for and formally accept the grant proceeds. All documentation sent to outside agencies on behalf of the grant, including the application, must be forwarded to the finance department to ensure inclusion in the City's annual audit. Finance staff will ensure revenue and expenditure matching in regards to the funds received on behalf of the grant and report any discrepancies to the department manager that applied for the grant.

#### **Donations**

##### **Substantial Gifts**

The City of Waconia seeks to recognize donors who, through a distinguished effort or substantial financial gift, wish to support a City facility or structure. For example, structures may include pavilions, warming

houses, shelters, plazas, etc.; real estate to be used for parks, trails or open space, interpretive areas, or active recreation; or other large-scale projects as discussed with the Advisory Boards and City Council. The following procedure will be used for recognizing donations for amenities or projects, in addition to defining the period of time in which the donation or gift will be received by the City.

For the purposes of this policy, "Substantial Financial Gift" is defined as at least 50% of the estimated cost of:

- 1) New construction, remodeling, or renovation;
- 2) Developing a new real property, i.e. park buildings, structures, real estate, etc.; or
- 3) Replacement of an existing, unnamed facility or landmark that requires substantial renovation at the time of the gift.

The City will review donations of a routine nature (e.g. trees, park benches and other furniture) on a case-by-case basis. The department manager receiving the donation will review the donation with the City Administrator prior to City Council acceptance.

Recognition may be in honor of individuals, groups of individuals, or corporations.

1) Donors or donor representatives must sign a donor agreement that delineates terms of the contributions. A donor may remain anonymous. Method of donor recognition must be agreed upon and formally approved by the City Council prior to signing the donor agreement. The donor agreement will include the following language:

- (a) In the event of demolition of a structure, its recognition or any part of it shall be subject to new recommendations.
- (b) When requesting recognition of a structure or facility, architectural style should be consistent with the City's visual standards, and adhere to City ordinances.
- (c) The designated staff person is responsible for overseeing compliance with these policy requirements, including completion of consultations and approvals, securing signatures on donation agreements by donor(s), donor representative(s), and the City of Waconia.
- (d) Groundbreaking, dedication, or other ceremonies relating to gifts, shall be reviewed and approved by the City Council.
- (e) The City Council may rescind a donor's recognition for just cause.

2) The nature of the donation will assist in determining the type of recognition.

3) A plaque, or other negotiated signage, may be placed on a building, room, or facility to recognize a donor. The design, wording, size, and location of the plaque will require the approval of the City Council.

4) A donor recognition or memorial plate may be affixed to routine furniture items. The City shall specify the size and location of the donor plate and the donor will pay for the plate and the engraving. The City shall approve the wording of the donor plate and affix the plate to the furniture.

5) Plaques or markers will not be placed for routine tree donations.

6) Donations of a routine nature will be approved by the City Council and will be recognized with a certificate of appreciation.

7) The donor shall pay for the delivery and installation of the amenity and/or donor recognition plaque or plate.

8) The option of funding the amenity for life of said amenity may be negotiable and would require assurance of sufficient funding. There is no exclusive right to sole recognition in cases of expansion or other structural modifications.

Recognition carries no power of direction to the City on matters of schedule, design, furnishing, or priority of use.

### **Process and Procedures for Submission of Proposal**

Any proposal for recognition shall be made through a formal submission process to the Advisory Board (if appropriate) which will then make a recommendation on the proposal to the City Council.

Proposals must have the written approval of the person or corporate representative for whom the recognition is to be given. If the person is deceased, the approval of the family or designated representative should be obtained. If the person is deceased and there is not family or a designated representative, recognition can proceed through the submission process.

Procedures governing approval of recognition proposals, of a non-routine nature, are set forth below and may also be supplemented by such operational guidelines as the City of Waconia may adopt from time to time. Exceptions from policy requirements must be authorized by the City Council in advance of the donation.

1) A schematic design and details will be submitted to the City of Waconia and shall include the following elements:

(a) A scaled architectural drawing or plan drawn to scale to be completed by a landscape architect or civil engineer, registered in the State of Minnesota, and would include:

- site plan;
- architectural details;
- landscape plan;
- tree preservation; and
- Sign or memorial detail.

Please note: The schematic design phase of the submission process will be overseen by the appropriate departments of the City of Waconia according to established procedure. The proposed recognition should be designated at the time of submission of the schematic design, as found in Step One, a5. Recognition may not be allowed after the amenity is operational except by Council review and approval.

2) After submission of the schematic design, the individual, group, or corporation will formally present their request to an Advisory Board (if appropriate) and then make a recommendation to City Council.

3) Upon approval by City Council, the Donor Agreement will be signed and kept on record with the City of Waconia.

### **Method of Payment and Responsibilities of Donation**

Donations associated with recognition proposals may be made by the donor with financial assurity or cash escrow for the full amount of the donation and shall be submitted to the City prior to the commencement of construction of amenity or project.

Individual donors may gift a portion of their contribution through an irrevocable trust or a contractual bequest mechanism.

Should the donor renege on any payment once the project has commenced and the donor agreement has been signed, the City shall be allowed to keep any portion of the donation already paid, and recognition shall not apply.

Should the City fail to use the funds for the stated purpose in the Donor Agreement, the funds shall be returned to the donor.

### **Donations of Land**

The City Council shall require an estimated value of the land being donated in order to establish a starting value within the City's capital asset records.

### **Naming**

The City will commemorate long-term service to the community or to a distinguished person, and such recognition is contingent upon Council review and approval.

The City will consider naming opportunities for outstanding contributions, such as a parcel of land or new donation outside the geographic confines of the existing park system.

The City prefers not to name facilities within its park system that are made possible with donations. However, some exceptions may occur.

Naming a building in honor of a person who has given extraordinary distinguished service to the City will not normally be considered until after his/her substantive formal relationship with the City has ended.

The name used should normally be the family name, or in the case of a corporate entity, the shortest possible name. Unless the City Council determines otherwise, a name may only be used once.

### **Stewardship**

Stewardship requires that the City of Waconia honor the expectations of donors and abide by gift agreements, including recognition provisions. Recognition is generally expected to last the lifetime of the building, facility, unit, program, or other endeavor. There may nonetheless be extraordinary circumstances that justify cessation of the use of a recognition, or "renewed recognition," such as change in use, substantial renovation, or demolition of an existing building, facility, or part thereof, major programmatic changes, failure of a donor to meet the financial commitment of the donor agreement, or other situations unforeseeable at the time of the original recognition. In all cases, the City Council must approve the renewed recognition.

### **Gifts to City Officials**

With some exceptions, every gift to any City official is prohibited, [Minn. Stat. § 471.895](#). An interested person may not give a gift or request another to give a gift to a local official. A local official may not accept a gift from an interested person, [Minn. Stat. § 471.895, subd. 1 \(c\)](#). An "interested person" is a person or a representative of a person or association with a direct financial interest in a decision the local official is authorized to make.

The law prohibits gifts to local officials, not to cities. A gift can be given by an interested person to the City. Whether the City can pass the gift on to local officials is discussed below. A gift means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of

future employment, that is given and received without the giver receiving consideration of equal or greater value in return.

An interested person who cannot give a gift to a local official includes anyone who is or may provide goods or services to the City--such as engineers, attorneys, fiscal advisors, contractors, and sales representatives. Virtually every resident of the City and anyone doing business in the City could at some time have a direct financial interest in a decision a local official is authorized to make and thus would qualify as an interested person. The following are possible examples where a property or business owner's financial interest could be affected.

- Levying of property taxes
- Spreading of special assessments
- Valuation of property for tax purposes
- Issuing of a license
- Zoning of property or granting of a land use permit

Any person doing business or residing in the City is potentially an interested person. Since virtually every elected or appointed City official or employee is covered by the prohibition of gifts law, the question of whether anything is exempted from the gift law is important. There are a few limited types of gifts that are not prohibited. The following types of gifts are permitted:

- Political contributions.
- Services to assist an official in the performance of official duties.
- Services of insignificant monetary value.
- A plaque or similar memento recognizing individual services in a field or specialty or to a charitable cause.
- A trinket or memento of insignificant value.
- Informational material of unexceptional value.

There is also an exception for food or beverage given at a reception, meal, or meeting away from the recipient's place of work by an organization before whom the recipient makes a speech or answers questions as part of a program. This exception permits only principal speakers at meetings to receive gifts of food or beverage. There are no blanket social exceptions to the law prohibiting gifts to local officials. But, gifts given because of the recipient's membership in a group, a majority of whose members are not local officials is permitted if an equivalent gift is given to the members of the group who are not local officials. And, gifts given by an interested person who is a member of the family of the recipient are permitted, unless the gift is given on behalf of someone who is not a member of that family. The law prohibits gifts to City officials, not to cities. Thus, an interested person can give a gift to the City. If the giver has no control over who will receive the gift, and the gift was not targeted to a specific person, perhaps a City official could benefit from that gift. However, if the person who benefits has any control over the decision to have that gift benefit that person, the gift would be prohibited. For example, if an interested person gave five tickets to a football game to the City, the City Council could not decide to use the tickets themselves.

This law applies to all employees, members of the City Council, appointed boards, commissions, and committees.

## **CAPITAL IMPROVEMENT PLAN (CIP)**

### **CIP Objective**

A Capital Improvement Plan (CIP) will be developed for a period of five (5) to ten (10) years. A long-range capital planning committee, appointed by the City Council, will address capital improvement projects, capital equipment needs, and the effect on the City's resources. The CIP will be reviewed and updated annually. Years two through ten are for planning purposes only.

For further details regarding plan goals, objectives, procedures, rankings, etc., refer to the Capital Improvement Plan Guidelines with the current CIP.

### **Capital Improvement Plan Budget**

The Long-Range Capital Improvement Planning Committee will coordinate development of the CIP budget with the development of the annual general fund operating budget. As resources are available, the most current year of the CIP will be recommended for incorporation into the current year operating budget as capital outlay line items within the budget. Each capital improvement project will be reviewed by the long-range capital improvement planning committee for its impact on the operating budget in terms of revenue generation, additional personnel required, and additional operating expenses.

The City will maintain its physical assets in a manner adequate to protect the City's capital investment and to minimize future maintenance and replacement costs. The City will provide for maintenance and replacement from current revenues where possible.

### **Minimum Project Cost**

To be considered in the CIP, a project must have an estimated cost of at least \$10,000 in one of the calendar years of the project. Certain assets below that cost may be included for informational and planning purposes at the City Council's discretion. Projects may not be combined to meet the minimum standard unless they are dependent upon each other. Items that are operating expenses (such as maintenance agreements, computer software upgrades, etc.) will not be considered within the CIP.

Department managers will identify the estimated costs and potential funding sources for each capital project prior to inclusion in the CIP. The operating costs to maintain capital projects shall be considered prior to the decision to undertake the capital projects.

### **Annual Review**

The Long-Range Capital Improvement Planning Committee will present the CIP annually to the City Council for approval. Any substantive change to the CIP after approval must be approved by the City Council.

## **FIXED ASSETS AND CAPITALIZATION THRESHOLD**

### **Capital Assets Definition**

Capital assets include land, land improvements, buildings, building improvements, construction in progress, machinery and equipment, vehicles, infrastructure, easements, intangible assets, works of art and historical treasures acquired by the City for use in providing services to its citizens. A capital asset is to be reported and depreciated in government-wide financial statements. In the government-wide financial statements, assets that are not capitalized are expensed in the year of acquisition.

Infrastructure assets are long-lived capital assets that normally can be preserved for a significantly greater number of years than most capital assets and are normally stationary in nature. Examples include roads, bridges, tunnels, drainage systems, water and sewer systems, and dams. Infrastructure assets do

not include buildings, drives, parking lots or any other examples given above that are incidental to the property or access to the property.

All information in regards to City asset acquisition, retention, and disposal is maintained and reported to the finance department.

### **Establishing Classes of Assets**

The City establishes the following major categories of capital assets, with further details defined in Exhibit A attached hereto and made a part of this policy.

- Land
- Land Improvements (Improvements other than buildings)
- Buildings and Building Improvements
- Construction in Progress
- Vehicles
- Machinery and Equipment
- Infrastructure
- Intangible Assets

### **Depreciation Definition**

Depreciation is the process of allocating the cost of tangible property over a period of time rather than deducting the cost as an expense in the year of acquisition.

It is the City's policy to use the straight-line depreciation method. The basis of the asset is written off evenly over the useful life of the asset. The same amount of depreciation is taken each year. In general, the amount of annual depreciation is determined by dividing an asset's depreciable cost by its estimated life. The total amount depreciated can never exceed the asset's historic cost less salvage value. At the end of the asset's estimated life, the salvage value will remain.

To avoid the complications of depreciating each asset from the specific date on which it is placed in service, and because the City recognizes depreciation expense at year end, it will utilize a full-year convention. Under this convention, property placed in service at any time during a given year is treated as if it had been placed in service on the first day of that year. This allows depreciation to be taken for the entire year in which the asset is placed in service. If the property is disposed of before the end of the estimated useful life, no depreciation is allowed for the year of disposition.

To calculate depreciation on a capital asset, the following five factors must be known:

- Date the asset was placed in service,
- Cost or acquisition value,
- Salvage value,
- Estimated useful life, and
- Depreciation method.

### **Obtaining an Asset's Cost of Acquisition Value**

Capital assets are reported at historical cost and should include the cost of freight, site preparation, architect and engineering fees, etc. If something other than cash is used to pay for the asset, then the fair-market value of the non-cash payment or consideration determines the asset's cost or acquisition value. When the value of the consideration paid can't be determined, the asset's fair-market value determines its cost. With few exceptions, an asset's cost should also include necessary costs incurred to place the asset in service. Costs include the invoice price plus incidental costs (insurance during transit, freight, capitalized interest as described earlier, duties, title search, registration fees, and installation costs).

Exceptions to this rule include interest expense associated with deferred payments and real estate taxes paid, if any, in the acquisition of property.

### **Inventory Record**

The City shall inventory all capital assets. An inventory of all capital assets is maintained in a spreadsheet by the finance department and database maintained by public services staff. Each inventory record maintained by finance staff should include: description, year of acquisition, method of acquisition (e.g. purchase, donation, etc.), funding source, cost or estimated cost, salvage value, and estimated useful life. The inventory record will also identify the departments that use the asset. The finance department will quarterly review asset inventory with information provided by department managers and update records accordingly. On an annual basis, finance, public services, and fire staff members review all physical inventories for accuracy. The Finance Director shall review all physical inventories taken.

### **Recording Land**

Land is to be capitalized but not depreciated. It is recorded at historical cost and remains at that cost until disposal. If there is a gain or loss on the sale of land, it is reported as a special item in the statement of activities. Asset tracking is maintained by the fixed asset database.

### **Recording Land Improvements**

Land improvements include items such as excavation, non-infrastructure utility installation, driveways, sidewalks, parking lots, flagpoles, retaining walls, fencing, signs, outdoor lighting, and other non-building improvements intended to make the land ready for its intended purpose. Land improvements can be further categorized as non-exhaustible and exhaustible.

#### **Non-Exhaustible**

Expenditures for improvements that do not require maintenance or replacement expenditures to bring land into condition to commence erection of structure, expenditures for improvements not identified with structures, and expenditures for land improvements that do not deteriorate with use or passage of time are additions to the cost of land and are not exhaustible and therefore not depreciable.

#### **Exhaustible**

Other improvements that are part of a site, such as parking lots, landscaping and fencing, are usually exhaustible and are depreciable. Depreciation of site improvements is necessary if the improvement is exhaustible.

### **Recording Buildings**

Buildings should be recorded at either their acquisition cost or construction cost. The cost of new construction should be carefully evaluated because projects usually consist of major components such as land, land improvements, building construction (including professional fees and permits), furniture, fixtures and equipment. In addition, buildings include components such as roofs, air conditioner systems, etc. that should be recorded separately when significant because these building components have different useful lives. The value of each component needs to be determined and placed within its own category.

### **Recording Building Improvements**

Building improvements that extend the useful life of the building should be capitalized. Examples of building improvements include roofing projects, remodeling, and replacing major building components.

### **Recording Construction in Progress**

Construction in progress should be capitalized and not depreciated. It should be reported with land and other non-depreciating assets at the government-wide level. Unspent debt proceeds from capital assets

related debt are reported in the net assets section of the statement of net assets as “restricted for capital projects”.

### **Recording Machinery and Equipment**

Assets such as furniture, machinery and equipment (that meet threshold levels) should be capitalized and inventoried. Some assets, individually, may fall below the capitalization threshold but may be purchased in large quantities by the City (examples: computers and books). City staff should aggregate such assets and consider the materiality and significance of them. If material or significant, capitalize such items either individually or in the aggregate.

### **Recording Vehicles**

Vehicles should be identified, inventoried, and depreciated.

### **Recording Easements**

An easement is an interest in land owned by another party that entitles its holder to a specific limited use of the land. Therefore, easements are not required to be reported unless the City paid for the easement. (See Recording Intangible Assets below).

### **Recording Intangible Assets**

Intangible assets are to be capitalized and recorded based on actual cost. Easements (permanent and temporary), internally created computer software, water rights, patents, copy rights, and trademarks will not be depreciated due to their indefinite useful life.

### **Recording Works of Art and Historical Treasures**

Works of art and historical treasures should be recorded at historical costs. Depreciation is not required for collections or works of art that are inexhaustible.

### **Establishing and Setting the Threshold Levels for Recording Capital Assets**

The following elements of useful life, salvage value, and asset costs are established for capitalization of assets:

#### **Estimated Useful Life**

The first criterion is useful life. An asset must have an estimated useful life greater than one (1) year to be considered for capitalization and depreciation. Assets that are consumed, used-up, habitually lost or worn-out in one year or less will not be capitalized.

#### **Salvage Value**

The second criterion for determining depreciation expense is calculating the asset’s salvage value. Assets categorized as vehicles, machinery and equipment will take into consideration a salvage value, unless there is reason to believe there will be no remaining value of the asset when the useful life is met. The discretion for this determination will be reviewed by the department in which the asset resides and the finance department. If it is determined there will be a value at the end of the assets useful life, a value of 5% of the total original cost of the asset will be recorded as salvage value. If an asset falls into any another asset category, a salvage value will not be recorded and taken into consideration when calculating depreciation expense.

### **Asset Cost**

The third criterion for determining depreciable capital assets is cost. The capitalization threshold shall be established as follows per individual asset items. (See Exhibit A for additional threshold and asset class information.)

	<b><u>Capitalize and Depreciate</u></b>
Land	Capitalize only
Construction in Progress	Capitalize only
Intangible Assets	Capitalize only
Land Improvements (Other than buildings)	\$10,000
Building and Building Improvements	\$10,000
Infrastructure	\$10,000
Machinery and Equipment	\$10,000
Vehicles	\$10,000

### **Asset Acquisition – Procedures & Internal Controls**

All asset acquisitions and disposals must be reported to the finance department after council approval. As asset items and projects are completed, put into service, and/or taken out of service, department managers must report to the finance department the bid price (or disposal information) along with the City Council’s action/resolution. Documentation such as invoices for purchase (or acquisition) and the notice of sale must be forwarded to the finance department before the database will be updated.

When all invoices and charges for service are totaled for a project, the asset is activated by the finance department and maintained with quarterly inventory audits and annual overall asset review.

Depreciation expense is calculated at fiscal **year-end/year-end**. Depreciation is calculated by the database and takes into account items as listed above including acquisition cost, useful life, and salvage value.

Depreciation expense is then recognized as an expenditure in the final period of the fiscal year. The calculation of depreciation is processed by finance staff and approved by the Finance Director.

## **INVESTMENTS**

### **Policy and Scope**

It is the policy of the City of Waconia to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

The investment policy applies to all financial assets of the City of Waconia. These funds are accounted for in the City of Waconia’s Comprehensive Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Capital Project Funds
- Enterprise Funds
- Debt Service Funds
- Trust and Agency Funds

### **Prudence**

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the “prudent person” and/or “prudent investor” standard and shall be applied in the context of managing an overall portfolio.

Investment officers acting in accordance with this policy and with Minnesota State Statute 118A and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

### **Objective**

The primary objectives, in priority order, of the City of Waconia's investment activities shall be:

- **Safety:** ~~Safety~~. Safety of principal is the foremost objective of the investment program. Investments of the City of Waconia shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City of Waconia will diversify its investments by investing funds among a variety of securities offering independent returns and among various financial institutions.
- **Liquidity:** The City of Waconia's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated.
- **Return:** ~~The~~. The City of Waconia's investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

### **Delegation of Authority**

Management responsibility for the investment program is hereby delegated to the Finance Director and City Administrator who shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate personnel, and their procedures in the absence of Finance Director and City Administrator.

### **Investment Procedures**

The Finance Director shall establish written policy procedures for the operation of the investment program consistent with this policy. The procedures should include reference to safekeeping, repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director.

### **Ethics and Conflicts of Interest**

Public officials and City employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Council any material financial interest in financial institutions that conduct business within their jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City of Waconia.

### **Authorized Financial Dealers and Institutions**

The Finance Director will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Minnesota. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule). No public deposit shall be made except in a qualified public depository as established by Minnesota laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Finance Director, upon request, with annual audited financial statements, proof of National Association of Security Dealers (NASD) certification, and proof of State of Minnesota registration. Annual completion of Notification to Broker and Certification by Broker (pursuant to Minnesota State Statutes 118A.04) will be done.

### **Authorized and Suitable Investments**

From the governing body perspective, special care must be taken to ensure that the list of instruments includes only those allowed by law and those that local investment managers are trained and competent to handle. Minnesota State Statutes, Section 118A, lists all permissible investments for municipalities. The following is a list of investments which the City of Waconia will be authorized to invest in:

1. Government Securities: Instruments such as bonds, notes, bills, mortgages and other securities which are direct obligations of the federal government or its agencies, with the principal fully guaranteed by the U.S. Government or its agencies.
2. Certificate of Deposit: A negotiable or nonnegotiable instrument issued by commercial banks and insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC). If exceeding \$250,000 FDIC coverage, the certificate must be otherwise fully collateralized.
3. Prime Commercial Paper: ~~An~~ An investment used by corporations to finance receivables. A short-term (matures in 270 days or less) unsecured promissory note is issued for a maturity specified by the purchaser. Corporations market their paper through dealers who in turn market the paper to investors.
4. Any security which is a general obligation of the State of Minnesota or any of its municipalities.
5. Statewide investment pools which invest in authorized instruments according to Minnesota State Statutes 118A.
6. Money market mutual funds which invest in authorized instruments according to Minnesota State Statutes 118A.

Interest-bearing deposits in authorized depositories must be fully insured or collateralized.

### **Safekeeping and Custody**

When a broker dealer holds investments purchased by the City of Waconia in safekeeping, the broker-dealer must provide asset protection of \$500,000 through the Securities Investor Protector Corporation (SIPC) and at least another \$49.5 million supplemental insurance protection.

### **Diversification**

The City will attempt to diversify its investments according to type and maturity. The portfolio, as much as possible, will contain both short-term and long-term investments. The City will attempt to match its investments with anticipated cash flow requirements. Extended maturities may be utilized to take advantage of higher yields and to match investment maturities with debt obligations; however, no more than 20% of the total investments should extend beyond 5 years. Unless prior Council approval is received, no investment with a maturity exceeding 10 years will be purchased.

The City will attempt to diversify its investment portfolio according to broker-dealer or financial institutions. No more than 50% of the entire investment portfolio shall be held with one broker-dealer or financial institution.

## **Reporting**

Periodic required investment reports to policymakers and elected officials provide necessary written communication regarding investment performance, risk analysis, adherence to policy provisions, as well as other information. The Finance Director shall provide the City Council with periodic investment reports, which provide a clear picture of the status of the current investment portfolio. The management report should include a summary of securities held at the end of the reporting period by authorized investment category, percentage of portfolio represented by each investment category, percentage of portfolio represented by each financial institution, and overall portfolio values.

## **DEBT SERVICE**

### **Practices**

Debt will be incurred only for those purposes as provided by Minnesota State Statutes. The City may utilize the M.S. Chapter 429 process for allowable purposes, including new development projects; however, unless specifically approved by the City Council, the term of the assessments on such new development parcels shall not exceed ten (10) years.

The City of Waconia will never issue debt in excess of three percent (3%) of its total market value.

### **Type of Instruments**

When the City Council determines that an eligible project will be funded through the issuance of debt, the following types of debt structures shall be considered:

**General Obligation Debt Bonds (G.O.)** – Property Tax supported. General obligation bonds are direct obligations of the City and pledge the full faith and credit of the City. G.O. Debt Bonds are used to finance only capital facilities and equipment that are essential to the continued maintenance or development of the City.

- Any project considered for funding must be included in the Capital Improvement Plan of the City.
- The revenue stream for re-payment of the debt is primarily general property tax, but in some circumstances may include contract revenue.

**General Obligation Improvement Bonds (G.O.)** – General Obligation bonds are direct obligations of the City and pledge the full faith and credit of the City. G.O. Improvement bonds are used to finance street and utility improvements that are essential to the continued upkeep, maintenance, and/or development of the City.

- Any project considered for funding must be included in the Capital Improvement Plan of the City.
- The bonds are supported primarily by special assessment revenues and property tax levies.

**General Obligation Revenue Bonds** - Bonds which are supported wholly by revenues not based on real estate property values and can include enterprise revenues and other user fees.

**Special Obligation Revenue Bonds (Conduit Debt)** - Conduit debt obligations are certain limited obligation revenue bonds or similar debt instruments issued for the express purpose of providing capital financing for a specific third party. Although these bonds bear the name of the City, the City has no obligation for such debt.

- These bonds should be issued when the proposed development is expected to be financially feasible and contributes to the general welfare or development of the City.
- The City will charge a fee of up to 1% of the bond offering.

**Equipment Certificates** - These bonds are direct obligations of the City and pledge the full faith and credit of the City. Equipment Certificates shall be used to purchase equipment that is part of the Capital Improvement Plan.

- The City shall try and manage equipment certificates so that new certificates are only issued when a certificate expires. However, there may be times when this is not feasible.
- The revenue stream for re-payment of the debt is primarily general property tax, but in some circumstances may include contract revenue.

**Lease Transactions** - The City shall have the option of financing equipment and facilities by executing a lease agreement with a third party. In considering leasing the following shall be considered:

- Before execution of a lease agreement, the Finance Director and Bond Counsel shall compare the cost of issuing long-term debt versus lease. A lease shall be utilized when this comparison results in favorable savings to issuing long term debt.
- Adequate general or enterprise revenues should be available to service the payments.

### **Bond Rating**

Strong financial management is a key credit rating factor. In order for the City of Waconia to respond quickly to economic and financial demands, the City will seek to maintain or continually improve the bond rating so as to seek the lowest possible interest rate available. The City will also maintain a “strong” Financial Management Practice score to provide transparent and consistent information.

The Permanent Improvement Revolving (PIR) Fund will budget for all governmental capital improvement activities and a separate debt service fund will exist for the repayment of debt and collection of all special assessments and other sources identified within the projects.

### **Arbitrage Monitoring & Reporting**

The City will utilize the services provided by the approved fiscal advisor for arbitrage calculation services. Compliance with regular arbitrage reporting will ensure the City is compliant with IRS regulations for the issuance of tax exempt bonds. Finance staff will provide reporting information from the City’s financial system to the City’s fiscal advisor when requested. A copy of each required arbitrage report will remain on file at the City with the bond issuance information.

### **Letters of Credit Requirement**

Should 429 financing be utilized for private development projects, the developer or property owner shall provide an irrevocable letter of credit, issued by a banking institution approved by the Finance Director. The amount of the letter of credit shall be equal to one hundred percent (100%) of the total special assessments for the project and may be reduced on an annual basis after verification that special assessments have been paid in each year of the repayment schedule.

In the case of an irrevocable letter of credit required for the completion of public improvements within the development project, the amount shall be equal to one hundred and twenty percent (120%) of the estimated cost of the improvements. The developer or property owner shall provide an irrevocable letter of credit, issued by a banking institution approved by the Finance Director.

### **Special Assessments**

The financing for reconstruction projects is through the sale of General Obligation 429 Improvement Bonds. Minnesota State Statute requires a minimum assessed percentage of 20% for projects financed with 429 bonds.

With each reconstruction project, a feasibility study is completed and approved by the City Council. Once a draft of the feasibility study is complete, City staff will share the information with a qualified appraiser to determine the special benefit to each property in the reconstruction area. The City Council will use this

appraisal information as a basis for finalizing the special assessments due by property owners for reconstruction projects.

#### Assessment Policy Summary:

- The portion of the project costs assessed to the abutting property owner shall be based on a linear front footage basis of the parcel or unit basis.
- The City pays 50% of the total project cost of a standard local street section and 100% of the cost of extra width and extra depth above the city standard local street section.
- Storm sewer costs are to be included in the total project cost of a city standard local street, assessed 50% (and City pays 50%), in accordance with the Street Assessment Policy.
- All or some of the following improvements may be incorporated in a reconstruction project. Costs for these improvements will be included in the overall project cost, with a contribution from the City: ~~storm~~: storm water ponding, street lights, relocation of overhead power lines, street signs, sidewalks and trails, and boulevard trees.
- Corner lots and parcels with multiple frontages shall be assessed 50% of the front footage on each side.
- A minimum assessment shall be levied to parcels identified within the project area having neither direct primary nor non-primary access to affected streets. The assessment shall be equal to 75% of the typical front footage identified within the project area. Parcels abutting county roads are exempt from this provision.
- Assessments will not be levied for seal coat and overlay operations.
- Assessments may be pre-paid to the City by benefiting properties
- Assessments will be billed to the benefiting property owner by the City; typically over a ten (10) year period, at an interest rate of one percent (1%) over the bond interest rate. Other terms of the assessment receivable may be available to the benefiting property owners.
  - For any project, where all the benefitting property owner(s) are governmental entities (school district, county, state, etc.), the City will assess the benefiting property owner(s) the actual bond interest rate, typically over a ten (10) year period.
- In the case where a benefiting property owner is delinquent in their assessment payment, assessments may be certified to real estate taxes over a ten (10) year period, at an interest rate one percent (1%) over the bond interest rate.
- Partial pre-payments for assessments will accepted by the City between January 1 and November 30 each calendar year.

Infrastructure Improvement Cost Breakdown & Methodology

<b>Improvement</b>	<b>Type of Construction</b>	<b>Method</b>
Curb & Gutter	New Development	100% of the cost assessed to abutting property owner on linear front footage OR unit basis.
	Reconstruction (Complete)	The portion of the project costs assessed to the abutting property owner shall be based on a linear front footage basis of the parcel.
	Reconstruction (Spot repair)	100% of cost to be included in overall cost of project prior to assessment apportionment in accordance with policy.
Local Street	New Development	100% of the cost assessed to abutting property owner on linear front footage OR per unit basis.
	Reconstruction	50% of the cost to be assessed to abutting property owner on linear front footage OR per unit basis. 50% of the cost to be paid by City.
	Maintenance (Seat coat & overlay)	100% Paid with City funds.
Collector Street as defined by the City's Transportation Plan	New Development	100% of the construction cost of a city standard local street assessed to abutting property owner based on linear front footage OR per unit basis.
	Reconstruction	The portion of the project costs assessed to the abutting property owner shall be based on a linear front footage OR per unit basis. City pays 50% of the cost of the construction of city standard local street and 100% of the cost of construction above a city standard local street.
	Maintenance (Seat coat & overlay)	100% Paid with City funds.
Intersection	New Development	100% of the cost to be included as part of street project and apportioned according to appropriate street construction category.
	Reconstruction	100% of cost to be included in overall cost of project prior to assessment apportionment in accordance with policy.
Multiple Fronted Parcels - Corner Lot - Double Fronted Lot - Large Parcels - Etc.	Reconstruction	Front footage to be used in assessment methods described herein shall be calculated as follows: - 50% of the front footage on all sides of the parcel. 50% of the cost to be paid with City funds.
Parcels with no driveway access to primary and non-primary streets.	Reconstruction	A minimum assessment shall be levied to parcels identified within the project area having no direct driveway access to neither primary nor non-primary streets, i.e. alley access. The assessment shall be equal to 75% of the typical front footage identified within the project area. Parcels abutting county roads are exempt from this provision.
Alley	New Development	100% of the cost assessed to abutting property owner on linear front footage OR per unit basis.
	Reconstruction	50% of the cost to be assessed to abutting property owner on linear front footage OR per unit basis. 50% of the cost to be paid with City funds.

*Table continues on next page*

<b>Improvement</b>	<b>Type of Construction</b>	<b>Method</b>
Sanitary Sewer Trunk/Lateral	New Development	100% of the cost assessed to benefited area on unit basis.
	Reconstruction	50% of the cost assessed to benefited area on unit basis. 50% of the cost to be paid with City funds.
	Maintenance	100% of the cost to be paid with City funds.
Sanitary Sewer Service	New Development	100% of cost assessed to property owner.
	Reconstruction (Including main)	50% of the cost assessed to benefited area on a unit basis. 50% of the cost to be paid with City funds.
	Reconstruction (Stand alone service replacement)	100% of cost assessed to property owner.
Sanitary Sewer Oversizing	New Development	100% paid with City funds. (Materials cost above 8-inch pipe plus 20% for handling and installation.)
	Reconstruction	100% paid with City funds. (Materials cost above 8-inch pipe plus 20% for handling and installation.)
Lift Station	New Development	100% of the cost assessed to benefited area on a per unit basis.
Water Trunk/Lateral	New Development	100% of the cost assessed to benefited area on unit basis.
	Reconstruction	50% of the cost assessed to benefited area on unit basis. 50% of cost to be paid with City funds.
	Maintenance	100% of the cost to be paid with City funds.
Water Service	New Development	100% of cost assessed to property owner.
	Reconstruction (Including main)	50% of the cost assessed to benefited area on a unit basis. 50% of the cost to be paid with City funds.
	Reconstruction (Stand alone service replacement)	100% of cost assessed to property owner.
Water Oversizing	New Development	100% paid with City funds. (Materials cost above 8-inch pipe plus 20% for handling and installation.)
	Reconstruction	100% paid with City funds. (Materials cost above 8-inch pipe plus 20% for handling and installation.)
Storm Sewer Trunk/Lateral	New Development	100% of the cost assessed to benefited area on unit basis.
	Reconstruction	50% of the cost to be assessed to abutting property owner on linear front footage OR per unit basis. 50% of the cost to be paid with City funds.
	Maintenance	100% of the cost to be paid with City funds.
Storm Water Ponding	New Development	100% assessed to development.
	Reconstruction	Cost to be included in overall cost of project prior to assessment apportionment in accordance with policy. City makes contribution to the project.
	Maintenance	100% of the cost to be paid with City funds.
Overhead Power Lines	Relocation	Cost to be included in overall cost of project prior to assessment apportionment in accordance with policy. City makes contribution to the project.
Street Lights	New Development	100% of material and installation cost on a unit basis paid by developer.
	Reconstruction	Cost to be included in overall cost of project prior to assessment apportionment in accordance with policy. City makes contribution to the project.
	Maintenance	100% of the cost to be paid with City funds.
Street Signs	New Development	100% of material and installation cost on a unit basis paid by developer.
	Reconstruction	Cost to be included in overall cost of project prior to assessment apportionment in accordance with policy. City makes contribution to the project.
	Maintenance	100% of the cost to be paid with City funds.
Sidewalks & Trails	New Development	100% of cost assessed on a unit basis to development.
	Reconstruction	Cost to be included in overall cost of project prior to assessment apportionment in accordance with policy. City makes contribution to the project.
	Maintenance	100% of the cost to be paid with City funds.
Boulevard Trees	New Development	100% of cost paid by developer.
	Reconstruction	Cost to be included in overall cost of project prior to assessment apportionment in accordance with policy. City makes contribution to the project.
	Maintenance	100% of the cost to be paid with City funds.

## **Deferred Special Assessments**

Hardship Assessment Deferral for Senior Citizens, People with Disabilities, or Members of the National Guard or other Reserves Ordered to Active Military Service.

Pursuant to the authority for deferring special assessments as provided in Minnesota State Statute Section 435.193 through 435.195, the City Council may, in its discretion, defer the payment of special assessments for any homestead property owned by a person 65 years of age or older, one retired by virtue of a permanent and total disability, or a member of the National Guard or other reserves ordered to active military service for whom it would be a hardship to make the payments.

### **Eligibility**

Any person 65 years of age or older, permanently and totally disabled (as determined by the Social Security Administrator), or a member of the National Guard or other reserve ordered to active military service may request deferment of special assessments levied against real property for public improvements if the following conditions are met.

1. Ownership. The applicant must be the fee simple owner of the property or must be a contract vendee for fee simple ownership. An applicant must provide either a recorded deed or contract for deed with the application to establish a qualified ownership interest as required here.
2. Homestead. The property must be the applicant's principal place of domicile and classified on the City's and County's real estate tax rolls as the applicant's homestead.
3. Income. The income threshold for eligibility of those applicants 65 years of age and older or disabled be established at or below 50% of the Average Median Income for Carver County as determined by the Metropolitan Council. Income eligibility would be determined by the submittal of the most recent federal tax filing form.

### **Interest on Deferred Assessment**

Interest on the deferred assessment shall be forgiven until December 31<sup>st</sup> of the year before the first installment is payable.

### **Deferment Period**

The deferment shall be granted for as long a period of time as the hardship exists and the conditions aforementioned have been met. However, it shall be the duty of the applicant to notify the City Administrator of any change in status that would affect eligibility or deferment.

The entire amount of deferred special assessments shall be due within sixty (60) days after loss of eligibility by the applicant. If the special assessment is not paid within the sixty (60) days, the City Administrator shall add thereto interest at a per annum interest rate of one percent (1%) above the bond interest rate and the total amount of principal and interest shall be certified to the County Auditor for collection with taxes the following year. Should the applicant demonstrate to the satisfaction of the City Council that full repayment of the deferred special assessment would cause the applicant particular undue financial hardship, the Council may order that the applicant pay within sixty (60) days a sum equal to the number of installments of deferred special assessments outstanding and unpaid to date, including principal and interest, with the balance thereafter paid according to the terms and conditions of the original special assessments.

### **Termination of Deferral Status**

The option to defer the payment of special assessment shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any one of the following events:

1. Sale of Property. The subject is sold, transferred, or subdivided in whole or in part.
2. Death of Owner. The death of the fee owner qualified for deferral status unless a surviving joint tenant, tenant in common, or contract vendee is eligible for the deferral benefit provided hereunder.
3. Nonhomestead Property. The subject property loses its homestead status for any reason.
4. No Hardship. The City Council determines that there would be no hardship to require an immediate or partial payment of the deferred special assessment.

### **Filing for Federal Status/Fee**

An eligible applicant must file an application not later than thirty (30) days after the assessment is adopted by the City Council.

All deferral applications must be made on forms approved by the City and submitted to the City Administrator. The applicant will be charged an administrative filing fee, based on the current fee schedule.

Nothing herein shall be construed to prohibit the determination of hardship on the basis of exceptional and unusual circumstances not covered by the above noted requirements where the determination is made in a nondiscriminatory manner and does not give the applicant an unreasonable preference or advantage over other applicants.

### **Deferred Assessment Procedures**

- Deferred Assessment Application form is provided to applicant/property owner by the City Administrator's Office.
- Applicant fills out the application form and provides the relevant information to document qualification for deferred assessment. Applicant then returns form to City Administrator's Office.
- City Administrator forwards the application to the Finance Director for review of qualifications. Finance Director makes recommendation to City Council to approve or deny the application.
- An approved application may be forwarded to the Carver County Recorder's office for recording and to the Carver County Taxpayer Services Division.
- The deferral information is entered into the City's property records data base.
- At such time the property no longer qualifies for the deferred assessment (upon a transfer of the property, loss of homestead status, or death, no hardship as determined by the Council), the County Auditor/Recorder's office will notify the City of the termination of the deferral status, and direct the party to the City Administrator's office to pay balance on the outstanding deferred assessment amount.

## **FINANCIAL POLICY ADOPTION**

The City of Waconia financial policy and guidelines shall be adopted and amended by action of the City Council. The Waconia City Council shall review the policy periodically and any modifications made thereto must be approved by the City Council.

Policy Amended on: November 22, 2010

This policy replaces separate policies regarding purchasing, fund reserves, credit cards, special assessments, and capitalization.

Policy Amended on: February 21, 2012

This policy replaces separate policies regarding purchasing, capital assets, and debt.

Policy Amended on: February 18, 2014

This policy replaces separate policies regarding fund balance descriptions and capital assets.

Policy Amended on: January 20, 2015

This policy replaces separate policies regarding enterprise fund reserves, grant application process, arbitrage reporting, and appraisal reporting for reconstruction projects that include special assessments.

Policy Amended on: September 8, 2015

This policy replaces separate policies regarding employee training, travel, and reimbursement expenditures, refunds to customers for City accounts, and capital asset salvage value determination.

Policy Amended on: January 23, 2017

This policy replaces separate policies regarding federal purchasing requirements and depreciation schedules for pumps, control systems, and generators.

Policy Amended on: June 19, 2017

This policy replaces separate policies regarding assessments billed to benefiting property owners that are other governmental entities.

Policy Amended on: March 18, 2019

This policy replaces separate policies regarding purchasing threshold limitations updated by state and federal purchasing requirements and the addition of elected officials travel requirements.

Policy Amended on: December 16, 2019

This policy replaces separate policies regarding tipping for meal reimbursement and qualifications for deferred assessments.

Policy Amended on: December 21, 2020

This policy replaces separate policies regarding returned payments and investment diversification.

Policy Amended on: February 3, 2025

This policy replaces separate policies regarding travel expenses and updates dates and amounts for pre-payment of special assessments.

Policy Amended on: December 22, 2025

This policy replaces separate policies regarding General Fund unassigned fund balance and updates the capitalization and depreciation schedule outlined in Exhibit A.

**CAPITALIZATION/DEPRECIATION SCHEDULE  
EXHIBIT A**

<u>Asset Type</u>	<u>Examples</u>	<u>Depreciable Life in Years</u>
<b><u>Non-Infrastructure</u></b>		
Land		No Depreciation
Land Improvements – structures	Parking lots, sidewalks, fencing, welcome signs	20
Land Improvements – ground work	Ball fields, landscaping, sprinkler system, <u>tree pods</u>	20
Intangible Assets	Easements, water rights, patents, trademarks	No Depreciation
<b><u>Buildings &amp; Building Improvements</u></b>		
Building Improvements such as:		40
Electrical/Plumbing		20
HVAC Systems	Air-conditioners, heating, ventilation systems	20
Roofing		20
<b><u>Vehicles</u></b>		
Cars and light trucks		5
<u>Heavy and utility trucks</u>		<u>10</u>
Fire trucks		20
<b><u>Equipment</u></b>		
Heavy Construction Equipment	Backhoes, trucks, dozers, front-end loaders, tractors, graders	10
Light Construction Equipment	Generators, <u>trailers</u>	10
Firefighting Equipment	Hoses, extrication tools	10
Communications Equipment	Radios, <del>cameo</del> order, radar, <u>security equipment</u>	5
Telephone Systems		<del>10</del> 5
Recreational Athletic Equipment	Pitching machines, fitness equipment, scoreboards, bleachers, playground equipment, <u>shelters</u> <u>Zamboni batteries</u>	10 5
Custodial Equipment	Floor scrubbers	5
Grounds Equipment	Mowers, tractors, tool cat, and attachments	5
Office Equipment	Printers, IT equipment, software	5
Artwork Depreciation	Collections, <u>historical monuments</u>	No
<b><u>Infrastructure</u></b>		
Easements		No Depreciation
Pumps & Control Systems		<del>20</del> 10
Water Systems	Mains	40
Sanitary Sewer Systems	Mains	40
Storm Sewer Systems	Curb and gutter, mains, <u>reuse mains</u>	40
<b><u>Streets/Roads</u></b>		
Paved		20
Non-paved		No Depreciation



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.20. Purchase Agreement with 10401 BRE GROUP LLC for 401 13th Street East	
<b>Originating Dept:</b> Community Development	
<b>Presented By:</b> Lane Braaten	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Regular Session
<p><b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-299 approving the purchase agreement with 10401 BRE GROUP LLC for the property located at 401 13th Street East.</p> <p><b>EXPLANATION OF AGENDA ITEM:</b></p> <p>The City Council, at a previous closed session, reviewed and considered the sale of the city-owned commercial parcel located at 401 13th Street East. Subsequent to the work session, staff have been working with representatives from 10401 BRE GROUP LLC to formalize a purchase agreement for the described property.</p> <p>If the Council finds the terms of the attached agreement acceptable, staff would recommend approval of the proposed purchase agreement for 401 13th Street East subject to the findings and conditions stated in the draft resolution.</p> <p><b>ATTACHMENTS:</b></p> <ol style="list-style-type: none"> <li>Resolution No. 2025-299 for 401 13th Street East</li> <li>Purchase Agreement 401 13th Street East</li> </ol>	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA  
RESOLUTION NO. 2025-299**

**RESOLUTION APPROVING SALE OF PROPERTY**

**WHEREAS**, the City of Waconia (the “City”) owns a parcel of vacant land described as Lot 1, Block 1, NC WACONIA ADDITION, Carver County, Minnesota, which is outlined with a black line and labeled “401 13<sup>th</sup> Street East” on attached Exhibit A (the “401 13<sup>th</sup> Street East”); and

**WHEREAS**, 10401 BRE GROUP LLC, a Minnesota limited liability company has offered to purchase the 401 13<sup>TH</sup> Street East Property, which is approximately 1.57 acres in size and labeled “Property” on attached Exhibit A (the “Property”); and

**WHEREAS**, 10401 BRE GROUP LLC has offered to pay the City the sum of \$460,000.00 for the Property, subject to the terms and conditions of a written Purchase Agreement, the form of which is attached as Exhibit B (the “Purchase Agreement”); and

**WHEREAS**, the City Council finds the material terms of the proposed sale, as set forth in the Purchase Agreement, acceptable; and

**WHEREAS**, the City Council further finds it is in the best interests of the City and its residents to accept 10401 BRE GROUP LLC’s offer to purchase the Property; and

**WHEREAS**, pursuant to Minnesota Statutes §462.356, subd. 2, the City Council further finds the sale of the Property has no relationship to the City’s comprehensive municipal plan and the City may dispense with the requirements of Minnesota Statutes §462.356, subd. 2, to the extent such requirements apply;

**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 sale of the Property to 10401 BRE GROUP LLC for the sum of \$460,000.00 is approved, subject to the terms and contingencies contained in the Purchase Agreement.
3. The form of the Purchase Agreement attached as Exhibit B is approved, provided the City Administrator, the Community Development Director, and the City Attorney are each authorized to make any revisions to the Purchase 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 Purchase Agreement and any other documents they deem necessary or desirable to facilitate the transactions described in this resolution including, but not limited to, a limited warranty deed for the Property. 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 Purchase Agreement or incurred by the City to meet its obligations under the Purchase Agreement including, but not limited to, costs associated with title examination, title correction, preparations of Easements, transfer taxes, and closing costs.

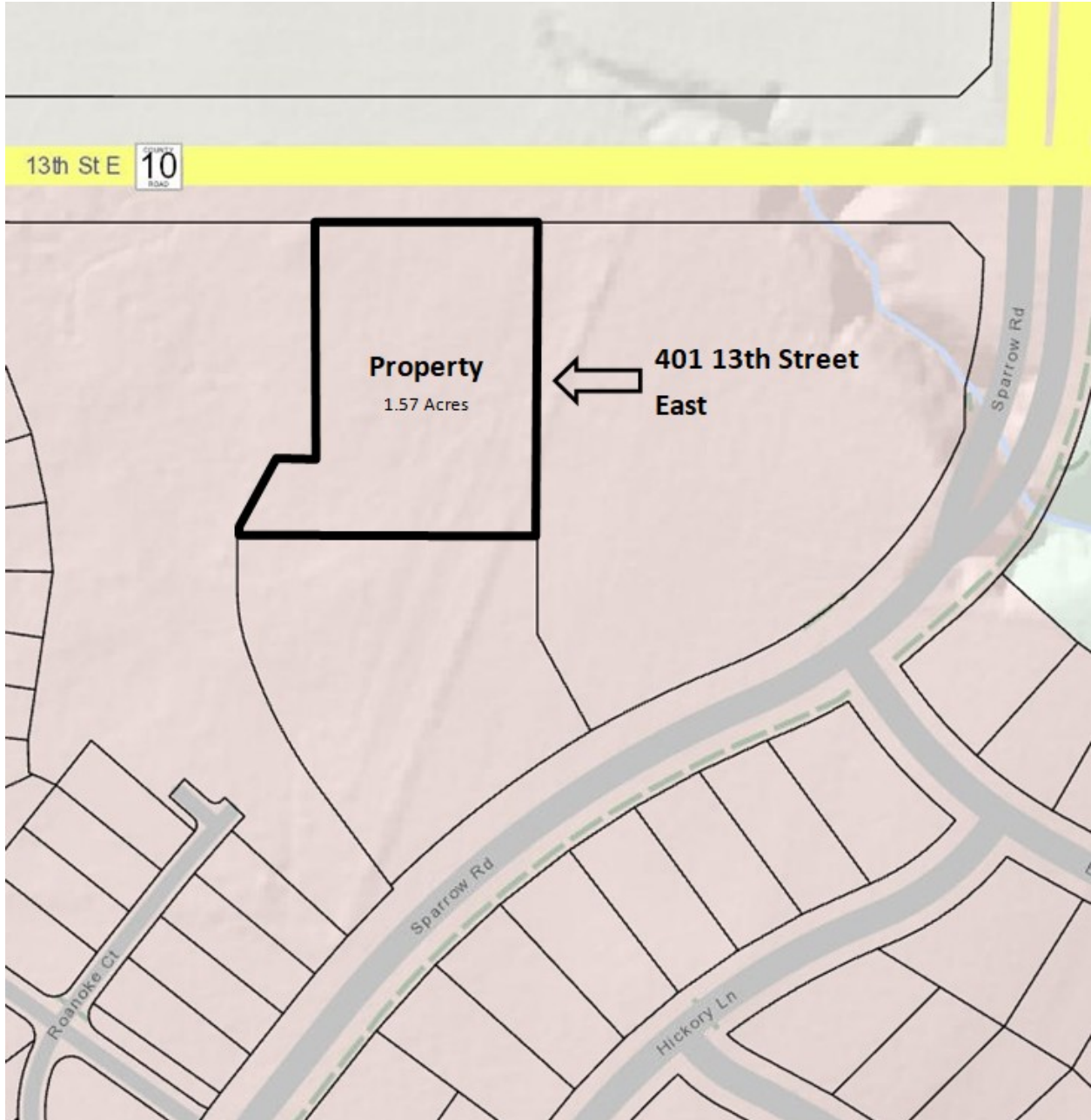
Passed and adopted by the City Council of the City of Waconia this 22<sup>nd</sup> day of December 2025.

---

Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator

**EXHIBIT A**  
**Diagram of Property**



**EXHIBIT B**  
**Form of Purchase Agreement**

*Attached after this sheet.*

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the “**Agreement**”), is made and entered into as of December 22, 2025, (the “**Effective Date**”) by and between the CITY OF WACONIA, a Minnesota municipal corporation (the “**Seller**”), and 10401 BRE GROUP LLC, a Minnesota limited liability company, or its successors and assigns (the “**Buyer**”). Seller and Buyer are, from time-to-time, referred to herein, individually as a “**Party**” or collectively as the “**Parties**.”

In consideration of this Agreement, Seller and Buyer agree as follows:

1. **Sale of Property.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property:
  - 1.1. **Real Property.** Approximately 1.57 acres of vacant real property located at 401 13<sup>th</sup> Street East, Waconia, Minnesota, which is legally described as Lot 1, Block 1, NC WACONIA ADDITION, Carver County, Minnesota, and is depicted on **Exhibit A** attached hereto (the “**Land**”), together with all right, title and interest of Seller in and to the rights, privileges, interests, easements, hereditaments and appurtenances pertaining to such parcel of Land, including any right, title and interest of Seller in and to gaps or gores, if any (collectively, the “**Property**” or “**Real Property**”).
  - 1.2. **Personal Property.** No tangible or intangible personal property is included in this sale.
2. **Purchase Price and Manner of Payment.** The total purchase price to be paid for the Property shall be Four Hundred Sixty Thousand and 00/Dollars (\$460,000.00) (the “**Purchase Price**”). The Purchase Price shall be payable as follows:
  - 2.1. **Earnest Money.** Fifty Thousand and 00/100 Dollars (\$50,000.00) as earnest money (“**Earnest Money**”), which Earnest Money shall be deposited with Land Title, Inc., Roseville, Minnesota, Attn: Jeff Christian ([jchristian@landtitleinc.com](mailto:jchristian@landtitleinc.com)) (“**Title Company**”) within five (5) business days after the Effective Date of this Agreement. The Earnest Money is to be held and disbursed by Title Company in strict conformity with this Agreement. The Earnest Money shall be refundable to Buyer if Buyer terminates the Agreement for any reason or no reason prior to the expiration of the Inspection Period. After the Inspection Period expires, the Earnest Money shall be distributed to Seller, except to the extent the terms of this Agreement expressly provide to the contrary.
  - 2.2. **Balance.** The remaining balance of the Purchase Price shall be paid in cash, certified check, cashier’s check, or by wire transfer of funds on the Closing Date.
3. **Inspection Period/Exclusivity Period.**
  - 3.1. **Inspection.** From the Effective Date of this Agreement until the close of business on the date that is one hundred twenty (120) days thereafter (said period being

referred to in this Agreement as the “**Inspection Period**”), Buyer shall have the right, at Buyer’s sole cost, expense, and risk, and upon twenty-four (24) hours’ notice to Seller (which may be telephonic or in writing) to enter upon and examine and inspect the Property to conduct environmental reviews, soil condition testing, survey, zoning, code and governmental regulations or requirements in place, or needed, at the Property, infrastructure studies, review preliminary title reports and surveys, and begin discussions with the any applicable government agency, regarding any necessary approvals needed to execute Buyer’s plan for the Property. Buyer shall promptly restore the Property to substantially the same condition it existed immediately prior to any physical tests conducted by or on behalf of Buyer. Moreover, Buyer shall timely pay all costs and expenses of appraisal, surveying, investigation and testing and shall not allow any liens to be filed against the Property for work performed at Buyer’s request. Further, Buyer agrees to indemnify and hold Seller harmless from and against any liability, loss, claim, liens, or damage resulting to Seller from Buyer’s physical inspections of and/or due diligence on the Property.

3.2. Buyer’s Right to Terminate. Buyer may terminate this Agreement at its sole discretion if it is not satisfied with the condition of the Property or any other aspect regarding its inspection of the Property or the feasibility of the Property for Buyer’s intended development, provided notice of such termination must be in writing and must be delivered to Seller prior to the expiration of the Inspection Period. Upon such termination, the Earnest Money shall be refunded in full to Buyer and neither Buyer nor Seller shall have any further obligations under the terms of this Agreement, except for Buyer’s obligation for indemnity in Section 3.1 above.

3.3. Documents. Within five (5) days of the Effective Date, Seller shall provide to Buyer copies of all pertinent and reasonable unrecorded documents in its possession or under its reasonable control pertaining to the Property that are less than three (3) years old and that relate to environmental studies, geotechnical reports, surveys, appraisals, special assessment estimates and notices, zoning or land use studies or notices, tax increment financing obligations or commitments, planned unit development agreements or design standards, development agreements, and other similar types of documents, if any.

4. Post-Inspection Period Contingencies. The obligations of Buyer under this Agreement are contingent upon each of the following:

4.1. Seller Performance. Seller shall have performed all of its obligations pursuant to this Agreement.

4.2. Representations and Warranties. Subject to the provisions in Section 10 regarding Discovery Notice and Exemption, the representations and warranties of Seller contained in this Agreement must be true as of the Effective Date of this Agreement and on the Closing Date as if made on the Closing Date.

4.3. Title. Title to the Property shall have been found acceptable, or been made acceptable, in accordance with the requirements and terms of Section 8 of this Agreement.

All of the contingencies in this Section 4 are specifically for the benefit of Buyer, and Buyer shall have the right, in its sole discretion, (i) to waive any contingency by written notice to Seller or (ii) by written notice to Seller, to terminate this Agreement as a result of any failure to satisfy one of Buyer's contingencies. Upon such termination, the Earnest Money will be refunded in full to Buyer.

5. **Seller's Contingencies**. The obligations of Seller under this Agreement are contingent upon each of the following:

5.1. Buyer Performance. Buyer shall have performed all of its obligations pursuant to this Agreement.

5.2. Representations and Warranties. The representations and warranties of Buyer contained in this Agreement must be true in all material respects as of the Effective Date of this Agreement and on the Closing Date as if made on the Closing Date. Except for the representations and warranties expressly set forth in this Agreement, Buyer acknowledges and agrees that Seller is selling the Property in its "as is" condition as of the Effective Date, with no further improvements, with all faults, without further representations or warranties, except those herein expressly provided.

6. **Closing**. The closing of the purchase and sale of the Property contemplated by this Agreement (the "**Closing**") shall occur on or before the date that is thirty (30) days after the expiration of the Inspection Period (the "**Closing Date**"). The Closing shall take place at the office of Title Company, or at such other place mutually agreed upon by the Parties. Seller agrees to deliver possession of the Property to Buyer on the Closing Date.

6.1. Seller's Closing Documents. On the Closing Date, Seller shall execute and deliver to Buyer the following documents (collectively, the "**Seller's Closing Documents**"), all in form and content reasonably satisfactory to Buyer:

6.1.1. Deed. A Limited Warranty Deed conveying the Real Property to Buyer, free and clear of all liens, defects, encumbrances, except the Permitted Encumbrances hereafter defined (the "**Deed**").

6.1.2. Closing Statement. A Closing Statement to be signed by both Seller and Buyer.

6.1.3. FIRPTA Affidavit. A non-foreign affidavit, properly executed, containing such information as is required by Section 1445(b)(2) of the Internal Revenue Code (the "**Code**") and the regulations promulgated thereunder.

6.1.4. Title Affidavits. Title affidavit(s) in form and substance as reasonably requested by Title Company and reasonably acceptable to the Seller, as

customary for transactions of this type. Any such affidavit shall contain an exception for encroachments and possessions that would be disclosed by an accurate survey of the Property.

6.1.5. Other Documents. All other documents reasonably determined by the Title Company to be necessary to transfer the Property to Buyer free and clear of all encumbrances other than the Permitted Encumbrances (defined below) including, but not limited to, the Septic System Disclosure Statement required by Carver County, Minnesota.

6.2. Buyer's Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following (collectively, the "**Buyer's Closing Documents**"):

6.2.1. Purchase Price. The funds representing the cash portion of the Purchase Price by cash, certified check, cashier's check, or wire transfer, and the execution or delivery of any required Seller's financing documents.

6.2.2. Closing Statement. A Closing Statement to be signed by both Seller and Buyer.

6.2.3. Other Documents. All other documents reasonably determined by the Title Company to be necessary to consummate the transactions contemplated hereby, including, but not limited to, the Septic System Disclosure Statement required by Carver County, Minnesota.

7. **Prorations**. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

7.1. Title Insurance and Closing Fee. Seller will pay (i) the reasonable cost of obtaining and updating the Title Evidence, (ii) subject to Section 8 below, the costs of document preparation and recording for any document required to put title in the condition required by this Agreement, (iii) all applicable transfer taxes in connection with recording of the Deed, (iv) the costs of curing all title objections Seller has agreed to cure pursuant to Section 8 below, including applicable recording costs, (v) special assessments balances for any levied or pending special assessments, and (vi) one half of the costs of closing fee or charge imposed by any closing agent or by the Title Company. Buyer will pay (i) the cost of recording the Deed, (ii) the costs of the premiums for any owner's and lender's policies of title insurance and any endorsements requested by Buyer, and (iii) one half of the costs of closing fee or charge imposed by any closing agent or by the Title Company.

7.2. Real Estate Taxes and Special Assessments. All real estate taxes and special assessments payable in the years prior to the year in which the Closing occurs shall be paid by Seller. Real estate taxes and installments of special assessments certified as real estate taxes payable in the year in which Closing occurs shall be prorated between Buyer and Seller based upon the Closing Date. At Closing, Seller shall pay in full any and all special assessment balances and deferred real estate taxes.

- 7.3. Attorney's Fees. Each of the Parties will pay its own attorneys' fees, except that if any action is brought by either Party against the other in connection with or arising out of this Agreement or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees and expenses incurred in connection with the prosecution or defense of such action.
- 7.4. Other Operating Costs. All other operating costs of the Property, if any, shall be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of operating costs relating to the period before the Closing Date, and Buyer pays that part of operating costs relating to the period from and after the Closing Date.

## 8. Title Examination.

- 8.1. Title Insurance Commitment and Abstract. Buyer shall, at Seller's reasonable expense, within ten (10) days after the Effective Date of this Agreement, obtain a commitment ("**Title Commitment**") for an ALTA Form Owner's Policy of Title Insurance insuring title to the Real Property in the amount of the Purchase Price, issued by Title Company.
- 8.2. Survey. Within forty-five (45) days after the Effective Date, Buyer, at its sole expense, may obtain a current ALTA/NSPS Land Title Survey of the Real Property (the "**Survey**") which, if obtained, shall be included in the definition of "**Title Evidence**") certified to Buyer, Buyer's lenders, the Title Company, and such other parties as Buyer may determine.
- 8.3. Title Objections. Buyer shall be allowed ten (10) business days after receipt of the last item of the Title Evidence (such date, the "**Objection Deadline**") for examination of the Title Evidence and making of any objections ("**Title Objections**") thereto. Title Objections not made in writing by the Objection Deadline shall be deemed to be waived by Buyer. Any defects or encumbrances on the Real Property to which Buyer does not submit a written Title Objection shall be deemed to be permitted encumbrances (the "**Permitted Encumbrances**").
- 8.4. Cure. Seller may, but shall not be required to, correct any Title Objections within thirty (30) days after receipt of said Title Objections (the "**Response Period**"). Seller may also deliver written notice to Buyer during the Response Period of which Title Objections Seller will commit to curing at or prior to Closing, and such commitment(s) will be a Seller covenant hereunder. If any Title Objections are not cured within the Response Period (or have not been committed to be cured at or prior to Closing), Buyer will have the option to do any of the following prior to expiration of the Inspection Period:
- 8.4.1. Terminate this Agreement and receive a refund of the Earnest Money.

8.4.2. With respect to any mortgages, mechanics liens, or other liens against the Property, if Seller refuses to cure those mortgages, mechanics liens, or other liens, withhold from the Purchase Price an amount sufficient to pay those mortgages, mechanics liens, or other liens. Any amount so withheld from the Purchase Price will be placed in escrow with the Title Company pending any bonded contest of mechanics liens, and otherwise used to satisfy the mortgages or other liens. The Parties agree to execute and deliver such documents as may be reasonably required by the Title Company, and Seller agrees to pay the charges of the Title Company to create and administer the escrow. Notwithstanding anything to the contrary above, if a mechanics lien or other encumbrance has arisen from or relates to Buyer's inspection of the Property, Buyer shall not be allowed to withhold any amount from the Purchase Price to satisfy such lien or encumbrance.

8.4.3. Waive the Title Objections and proceed to close.

8.5. Later Objections. If, prior to Closing, Buyer learns of any lien or encumbrance against the Property or any other title defect that was not disclosed on the Title Evidence and which materially impairs Buyer's ability to consummate the transaction, or if Seller delivers written notice to Buyer that Seller will not be willing or able to cure a Title Objection that Seller previously committed to curing in its Title Objection response, Buyer shall have the right to object to such matter (a "**Later Objection**"), by written notice to Seller delivered within five (5) days of Buyer becoming aware of such matter. If Buyer fails to raise a Later Objection within such five (5) day period, Buyer shall be deemed to have waived its right to raise the Later Objection. If Seller fails to cure any Later Objection within ten (10) days after receipt of the Later Objection, then Buyer shall have the right to terminate this Agreement within five (5) days after the expiration of such ten (10) day period and receive a refund of the Earnest Money, and failing to so terminate, the matter that was the subject of the Later Objection shall be deemed a Permitted Encumbrance.

9. **Pre-Closing Negative Covenants of Seller.** During the period from the Effective Date of this Agreement to the Closing Date (the "**Executory Period**"), Seller shall not:

9.1. Materially default under any existing mortgage on the Property; or

9.2. Directly or indirectly, through any member, officer, employee, broker, agent or otherwise, solicit, initiate, encourage or accept the submission of proposals or offers from any person or entity relating to the purchase of all or any portion of the Property.

10. **Representations and Warranties by Seller.** Seller represents and warrants to Buyer as of the Effective Date, and shall be deemed to represent and warrant to Buyer as of the Closing Date as follows:

10.1. Environmental Laws. To the best of Seller's knowledge, no toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation,

asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment) (collectively, “**Hazardous Substance**”) have been generated, treated, stored, transferred from, released or disposed of, or otherwise placed, deposited in or located on the Property, except in material compliance with applicable laws. To Seller’s best knowledge, the Property is not now, and never has been, listed on any list of sites contaminated with Hazardous Substances, nor used as landfill, dump, disposal or storage site for Hazardous Substances.

- 10.2. FIRPTA. Seller is not a “foreign person,” “foreign partnership,” “foreign trust,” or “foreign estate,” as those terms are defined in Code Section 1445 and the regulations promulgated thereunder.
- 10.3. No Proceedings. No legal or administrative proceeding is threatened or pending against Seller which would adversely affect its right to convey the Real Property to Buyer as contemplated in this Agreement. There are no condemnation or eminent domain proceedings pending or threatened with respect to the Real Property and there are no legal or administrative proceedings pending or threatened affecting the Real Property.
- 10.4. Wells. Seller does not know of any “wells” on the described Real Property within the meaning of Minn. Stat. § 103I. This representation is intended to satisfy the requirements of that statute.
- 10.5. Storage Tanks. To the best knowledge of Seller, no “aboveground storage tanks” or “underground tanks” (within the meaning of Minn. Stat. §116.46) are located in or about the Real Property.
- 10.6. Individual Sewage Treatment Systems. Solely for purposes of satisfying the requirements of Minn. Stat. § 115.55, Seller certifies there is no “subsurface sewage treatment system” (within the meaning of that statute) on or serving the Real Property.
- 10.7. Methamphetamine. To Seller’s knowledge, no methamphetamine has been manufactured on the Real Property.
- 10.8. Airport. If airport regulations affect the Property, a copy of those airport zoning regulations can be viewed or obtained at the office of the county recorder where the Property is located.

References in this Agreement to “the best of Seller’s knowledge,” “Seller’s knowledge,” or similar phrases mean the actual knowledge of Lane Braaten, Community Development Director for Seller. If, prior to the Closing Date, either party obtains knowledge of a fact or circumstance the existence of which would constitute a breach by Seller of its representations and warranties under this Agreement or would render any such

representations and warranties untrue or incorrect, the party shall promptly notify the other party in writing of the same (“**Discovery Notice**”) and Buyer may terminate this Agreement by giving written notice thereof to Seller within 10 days of the Discovery Notice or prior to Closing, whichever date occurs first, in which event the Earnest Money shall be refunded to Buyer. If Buyer does not terminate after a Discovery Notice is given, the untrue representation or warranty shall be deemed an exemption to Seller’s representations and warranties (an “**Exemption**”). Buyer acknowledges that Buyer will be given a reasonable opportunity to inspect and investigate the Property, either independently or through agents of Buyer’s choosing, and that in purchasing the Property, Buyer is not relying upon any representations of Seller except as expressly provided herein. Subject to the above, Seller will indemnify Buyer and its successors and assigns, against, and will hold Buyer and its successors and assigns harmless from, any expenses or damages, including reasonable attorneys’ fees, that Buyer incurs because of the breach of any of the above representations and warranties that are not deemed an Exemption, whether such breach is discovered before or after the Closing Date, provided such representations and warranties shall only survive the Closing Date for a period one (1) year, and any claim arising out of a breach of any representation or warranty in this Agreement that is not an Exemption shall be deemed null and void unless an action to enforce such representation or warranty is brought in a court of competent jurisdiction within one (1) year of the Closing Date.

11. **Condemnation.** If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller immediately shall give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller’s notice. If Buyer shall fail to give notice of termination, then the Parties shall proceed to Closing and Seller shall assign to Buyer all rights to appear in and receive any award from such proceedings.
12. **Commission.** Seller and Buyer represent to each other that they have dealt with no other brokers, finders, or the like in connection with this transaction, and each agrees to indemnify and hold each other harmless from all claims, damages, costs or expenses of or for any other such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement (including any fees or commissions), and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other Party, including reasonable attorneys’ fees. The provisions of this Section 12 shall survive delivery of the Deed or termination of this Agreement.
13. **Successors and Assigns; Assignment.** This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns. Buyer shall not assign Buyer’s rights under this Agreement without the prior written consent of Seller, which consent may not be unreasonably delayed, conditioned, or withheld; provided, however, that Buyer may assign its rights and obligations under this Agreement to an Affiliate without the consent or approval of Seller, provided no such assignment shall be effective unless Buyer has first given Seller not less than five (5) days prior notice of Buyer’s proposed assignment. For purposes of the preceding sentence, “Affiliate” shall mean any person or entity in which Buyer or

principals of Buyer have the majority of the ownership or control. This Agreement is solely for the benefit of Seller and Buyer; there are no third-party beneficiaries hereof.

14. **Notices.** Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a Party hereto; or if mailed in a sealed envelope by United States registered or certified mail, return receipt requested, postage prepaid; or if transmitted by email copy; or if deposited cost paid with a nationally recognized, reputable overnight courier; in any case, properly addressed as follows:

If to Buyer: 10401 BRE Group LLC  
3765 Black Oaks Lane  
Plymouth, MN 55446  
Attention: Robert K. Carlson  
Telephone: 612-508-4627  
Email: [bobc@nmncapitaladvisors.com](mailto:bobc@nmncapitaladvisors.com)

With Copy to: Barna, Guzy & Steffen, Ltd.  
200 Coon Rapids Boulevard, Suite 400  
Coon Rapids, MN 55433  
Attention: Thomas Wentzell  
Telephone: (763) 783-5116  
Email: [twentzell@bgs.com](mailto:twentzell@bgs.com)

If to Seller: City of Waconia  
201 South Vine Street  
Waconia, MN 55387  
Attention: Lane Braaten  
Telephone: (952) 442-3106  
Email: [lbraaten@waconiamn.gov](mailto:lbraaten@waconiamn.gov)

With Copy to: Melchert Hubert Sjodin, PLLP  
121 West Main Street; Ste. 200  
Attention: Mike Melchert  
Telephone: (952) 442-7788  
E-mail: [mmelchert@mhslaw.com](mailto:mmelchert@mhslaw.com)

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit, as aforesaid; provided, however, that if notice is given by deposit, the time for response to any notice by the other Party shall commence to run one business day after any such deposit. Any Party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

15. **Default and Remedies.**

- 15.1. **Buyer's Default.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within thirty (30) days of the date of such notice, in accordance

with Minnesota Statutes Section 559.21, this Agreement will terminate, and upon such termination Seller will retain the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance, except that in addition to the above remedies, Seller may recover direct damages arising from Buyer's default of Sections 3.1, 12, 17, or 18. Notwithstanding anything to the contrary above, Seller may also seek specific performance of all rights, obligations, and remedies found in Section 18 below.

- 15.2. **Seller's Default.** If Seller defaults under this Agreement, Buyer shall be entitled to (i) terminate this Agreement and receive a return of the Earnest Money, together with reimbursement by Seller of all of Seller's out-of-pocket costs incurred in connection with this Agreement and Buyer's pursuit of the Property, or (ii) enforce the specific performance of this Agreement, and in any action for specific performance, receive from Seller payment of all costs and attorney's fees incurred in relation to such action, provided any action for specific performance must be commenced within six (6) month of Seller's default or Buyer's remedy of specific performance shall be deemed waived. The termination of this Agreement and return of the Earnest Money or, in the alternative, specific performance, will be the sole remedies available to Buyer for a default by Seller, and Seller will not be liable for damages, except that in addition to the above remedies, Seller may recover direct damages arising from Seller's default of Sections 10 or 12.
- 15.3. **Waiver of Certain Damages.** Notwithstanding anything to the contrary herein, under no circumstance shall either Party be entitled to claim consequential, special, or punitive damages.
16. **Like Kind Exchange.** Either Buyer or Seller may elect to treat the transaction as a deferred like kind exchange under Internal Revenue Code Section 1031. The Parties agree to cooperate in the event that one or both elects such deferred exchange treatment, provided: (a) the non-exchanging Party shall not be required to take title to any exchanged or replacement property; (b) the non-exchanging Party shall incur no additional costs or liabilities beyond the scope of the Real Property and this Agreement, and the exchanging Party agrees to indemnify the other from such costs or liabilities; (c) the exchanging Party shall provide to the other Party five days in advance of the proposed closing of the sale of the Real Property, copies of all exchange documents, if any, for said Party's counsel's review and approval; and (d) said exchange shall not delay the closing on the Property.
17. **Office of Foreign Assets Control Certification.** Buyer certifies that: (i) Buyer is not acting, directly or indirectly, of or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) Buyer is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Buyer hereby

agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising or related to any breach of the foregoing certification. The provisions of this Section 17 shall survive delivery of the Deed or termination of this Agreement.

**18. Seller's Option to Reacquire.** If the Buyer fails to commence development of the Property within twelve (12) months of the Closing (the "**Post-Closing Period**"), then Seller shall have the right, but not the obligation, to repurchase the Property for an amount equal to ninety percent (90%) of the Purchase Price. Seller may exercise such right by delivering notice of its intent to repurchase the property to Seller within sixty (60) days after the Post-Closing Period expires, in which case closing shall occur at a time and location selected by Seller within thirty (30) days after such notice is given. Seller shall have the opportunity to examine title, at its expense, and may cancel the repurchase at any time before the repurchase closing occurs by giving notice of cancellation to Buyer. At closing, the parties shall take such action as is required to terminate any deed restrictions and Buyer shall reconvey the Property to Seller using a limited warranty deed. Each party shall pay its own attorneys' fees and all other costs, excepting the cost of title examination, shall be allocated between the parties at the repurchase closing in the same manner as is described in Section 7 of this Agreement. Further, prior to the repurchase closing, Buyer shall fully pay for all work performed at Buyer's request regarding the Property and release any mechanic's liens against the Property. For purposes of this Section 18, "commence development" means excavation or grading of the Property in preparation of constructing a building on the Property. Buyer and Seller agree to cooperate in good faith to carry out the intent of this Section 18. The rights, obligations, and remedies found in this Section 18 shall survive the Closing, delivery of the deed, and any termination of this Agreement.

**19. Governmental Approvals.** Buyer acknowledges Seller is a municipal corporation and the Property is located within Seller's municipal boundaries. Nothing in this Agreement grants any approval, permit, or other entitlement regarding the Property nor obligates Seller provide any approval, permit, or other entitlement regarding the Property or any related development. If any approval, permit, or other entitlement is required for Buyer to use the Property for Buyer's intended use, Buyer acknowledges and agrees Buyer, at its expense, will need to apply for each required approval, permit, or entitlement and that each such application will be considered by City staff, the City of Waconia Planning Commission, and the Waconia City Council on its merits pursuant to then applicable laws, regulations, ordinances, and policies. Buyer further acknowledges Seller has not made any representations or warranties regarding future approvals, permits or other entitlements.

**20. Miscellaneous Provisions.**

**20.1. Waiver of Trial by Jury.** To the extent permitted by law, Seller and Buyer each acknowledge that it is aware of and had the advice of counsel of its choice with respect to any rights to trial by jury, and, to the extent permitted by law, each Party does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by either Party hereto against the other (and/or against its officers, directors, employees, agents or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any

way connected with this agreement and/or any claim of injury or damage relating thereto.

- 20.2. Time of the Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.
- 20.3. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
- 20.4. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties thereto, to any person or entity other than the Parties hereto.
- 20.5. Captions; Choice of Law; Etc. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This Agreement constitutes the complete agreement between the Parties and supersedes any prior oral or written agreements between the Parties regarding the Property. There are no verbal agreements that change this Agreement. Subject to Section 13 above, this Agreement binds and benefits the Parties hereto and their successors and assigns. This Agreement has been made under the laws of the state where the Real Property is located, and such laws will control its interpretation.
- 20.6. Exhibits. The Exhibits attached hereto are hereby incorporated by reference.
- 20.7. Amendment. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.
- 20.8. Partial Invalidity. If any portion of this Agreement shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way affect the validity or enforceability of the remaining portions of this Agreement, so long as the transaction contemplated hereby may be consummated in accordance with the surviving provisions.
- 20.9. Time References. Any references in this Agreement to time for performance of obligations or elapsed time shall mean consecutive calendar days, months, or years, as applicable, unless otherwise explicitly indicated herein. In the event that the day on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, such action shall be taken on the next succeeding business day. For purposes of this Agreement the term “business day” shall mean all calendar days except for Saturdays, Sundays and nationally observed holidays.
- 20.10. pdf Signatures. In order to expedite the transaction contemplated herein, signatures sent by .pdf via e-mail may be used in place of original signatures on this Agreement or any other document or agreement in this transaction, other than those to be recorded in the public records. Seller and Buyer intend to be bound by the

signatures on each .pdf document, are aware that the other Party will rely on the .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement or any other such document based on the form of signature. In the event .pdf signatures are used in any instance, ink-signed originals of such document shall also promptly be exchanged by the Parties.

***[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.]***

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement effective as of the Effective Date.

**SELLER:**

CITY OF WACONIA, a Minnesota municipal corporation

\_\_\_\_\_  
By: Tim Litfin  
Its: Mayor

\_\_\_\_\_  
By: Jacqueline Schulze  
Its: Assistant City Administrator

**BUYER:**

10401 BRE GROUP LLC, a Minnesota limited liability company,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**JOINDER OF TITLE COMPANY**

The undersigned hereby agrees to: (a) act as Title Company under the foregoing Purchase Agreement, (b) be the person responsible for reporting the transaction to the Internal Revenue Service under then-current Treasury Regulations, and (c) hold and disburse the Earnest Money in accordance with the terms of the Purchase Agreement.

Dated: \_\_\_\_\_, 202\_\_

Land Title, Inc.

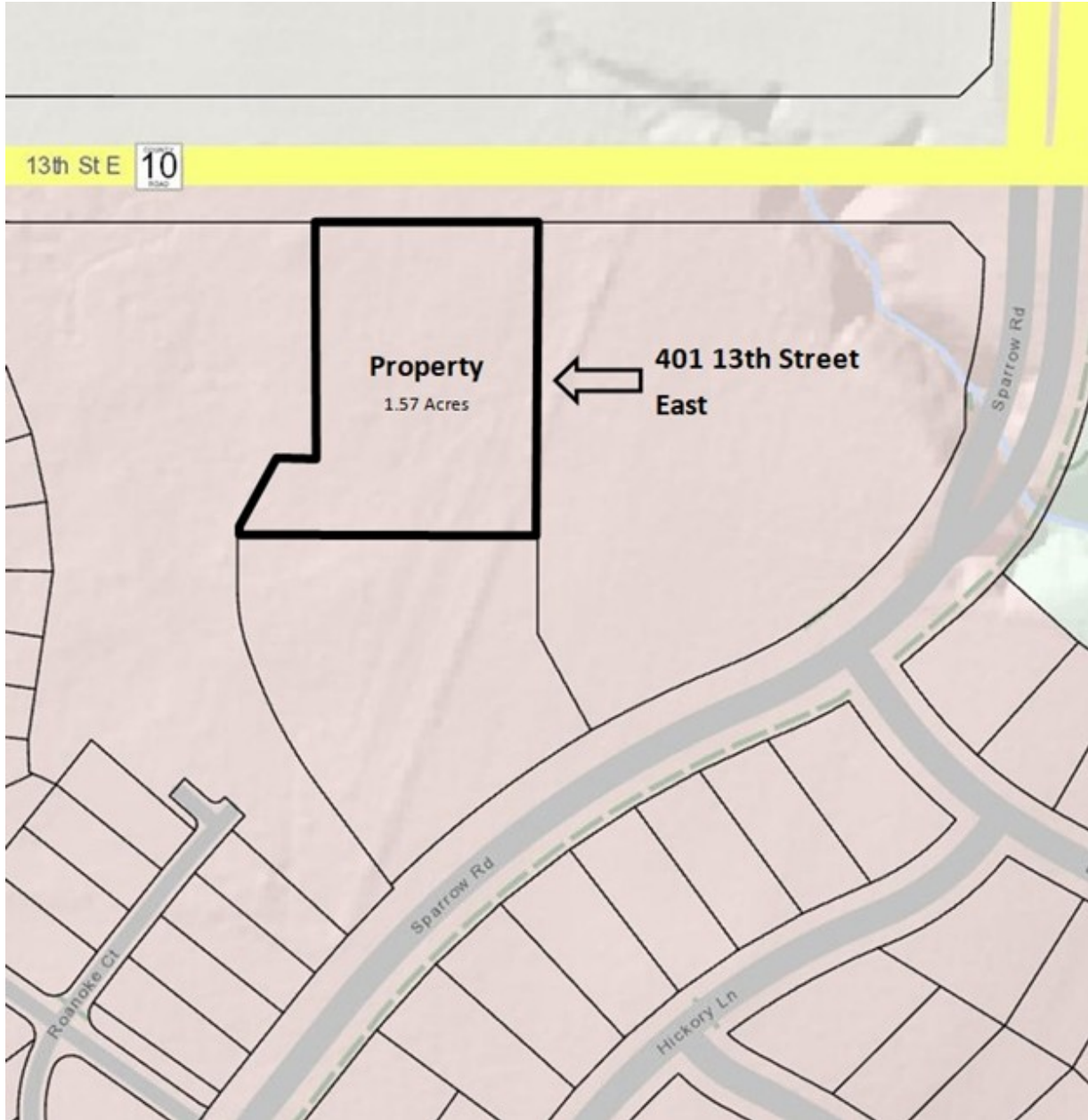
By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**Depiction of the Land**





**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	December 22, 2025
<b>Item Name:</b>	8.21. Authorize Request For Proposals — Small Area Plan for 801 Highway 284
<b>Originating Dept:</b>	Community Development
<b>Presented By:</b>	Lane Braaten
<b>Previous Council Action:</b>	None
<b>Item Type:</b>	Consent

**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:** Motion to authorize staff solicit proposals for a small area plan for the property located at 801 Highway 284.

**EXPLANATION OF AGENDA ITEM:**

The City has closed on the acquisition of 801 Highway 284, the former UFC site with Ridgeview Medical Center and are now in possession of the property.

As a means to spur the redevelopment of the 801 Hwy 284 site and make improvements to the transportation network in this area, the city began negotiations with Ridgeview Medical Center for the transfer of the 801 Highway 284 site to the city in exchange for the termination and buyout of the hospital grounds lease and ultimate transfer of the property. Consistent with the vision and direction of the City Council, and upon acquisition of the subject property, staff would like to solicit proposals from qualified planning and engineering firms consistent with the outline identified in the attached draft Request for Proposals (RFP).

This work is identified in the Strategic Plan as well as budgeted for in the 2026 budget.

Upon approval of the City Council, staff will release the RFP to qualified firms. All proposals must be received no later than January 20th, 2026 and staff anticipates a consultant selection date of February 2nd, 2026. The project kickoff is anticipated in early February with draft concepts in March and final reports to both the Planning Commission and City Council in April.

If the City Council finds the RFP acceptable, staff would recommend a motion authorizing staff to release the RFP to qualified firms.

**ATTACHMENTS:**

1. Request for Proposal for 801 Highway 284

<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses: General Fund>Economic Development>Contract Services	Planning Commission:
Budget Information:	Park Board:
<input checked="" type="checkbox"/> Budgeted	Personnel Committee:
<input type="checkbox"/> Non-Budgeted	Other:

<u>          </u> Amendment Required	
--------------------------------------	--

# Request for Proposals (RFP)

City of Waconia, Minnesota

## Small Area Plan – 801 Highway 284

**Issued:** December 22, 2025

**Proposals Due:** January 20<sup>th</sup>, 2026

**Contact:** Lane Braaten, Community Development Director

**City of Waconia**

201 South Vine Street, Waconia, MN 55387

[lbraaten@waconiamn.gov](mailto:lbraaten@waconiamn.gov) (952) 442-3106

---

## 1. Introduction

The City of Waconia is soliciting proposals from qualified planning and engineering firms to prepare a **Small Area Plan** for the property located at **801 Highway 284**. The City seeks a comprehensive analysis of existing site and contextual conditions and the development of conceptual alternatives that illustrate how the property could be developed in the future in alignment with community goals, surrounding land uses, and the City's long-term vision.

The purpose of this Small Area Plan is to guide future land use, infrastructure, and transportation decisions for the site and adjacent area, ensuring that any redevelopment or reuse supports the City's economic vitality, mobility goals, and quality of life.

---

## 2. Project Background

The subject property, located at **801 Highway 284**, is currently zoned **B-1, Highway Business District**. The site occupies a strategic location within Waconia's urbanized area, with a mix of residential, commercial, and industrial land uses nearby. The property's location along a key transportation corridor presents both challenges and opportunities for redevelopment.

The City recognizes that changes in community needs, traffic patterns, and economic trends may warrant a reevaluation of the existing zoning and land use framework for this area. Accordingly, the City wishes to engage a consultant team to:

- Evaluate existing site conditions, land use compatibility, and infrastructure.
- Assess the transportation network and identify necessary improvements or revisions.
- Prepare several conceptual redevelopment alternatives.
- Recommend a preferred concept supported by a realistic implementation strategy.

---

## 3. Scope of Work

The selected consultant will be expected to complete the following tasks:

### Task 1 – Project Initiation and Data Review

- Meet with City staff to confirm project goals, schedule, and deliverables.
- Review existing plans, policies, and zoning regulations, including the City’s Comprehensive Plan and Transportation Plan.
- Gather and analyze relevant data (utilities, traffic volumes, environmental constraints, etc.).

### Task 2 – Existing Conditions Assessment

- Evaluate site characteristics such as parcel configuration, access, topography, infrastructure, and environmental features.
- Identify opportunities and constraints related to redevelopment potential.
- Analyze adjacent land uses and zoning to ensure compatibility.

### Task 3 – Transportation and Access Evaluation

- Review existing and projected traffic conditions along Highway 284 and surrounding streets.
- Assess pedestrian, bicycle, and transit connectivity.
- Develop recommendations for roadway, intersection, and multimodal improvements.

### Task 4 – Concept Development

- Prepare at least **three (3)** conceptual development alternatives that illustrate possible future land uses, site layouts, and transportation improvements.
- Concepts should vary in intensity and mix of uses while maintaining consistency with the City’s vision and infrastructure capacity.
- Identify potential public realm or streetscape enhancements.

### Task 5 – Public and Stakeholder Engagement

- Conduct at least one public open house and one presentation to the Planning Commission/City Council.
- Provide visual materials and presentation boards to facilitate discussion.
- Summarize community input and incorporate feedback into final recommendations.

### Task 6 – Preferred Concept and Implementation Strategy

- Refine one preferred concept based on feedback from City staff, officials, and stakeholders.
  - Provide implementation recommendations, including potential zoning amendments, infrastructure improvements, phasing, and funding strategies.
  - Prepare a concise final report summarizing findings, concepts, and recommendations.
- 

## 4. Deliverables

- Existing conditions summary (maps, data, and analysis).
  - Conceptual site plan alternatives (rendered).
  - Transportation/access recommendations and illustrative plan.
  - Final Small Area Plan document (PDF and editable format).
  - Presentation materials for public and Council meetings.
- 

## 5. Proposal Requirements

Interested firms should submit a proposal that includes the following:

1. **Project Understanding and Approach**
    - Description of the firm's understanding of the project objectives and approach to completing the work.
  2. **Proposed Work Plan and Schedule**
    - Detailed task breakdown, deliverables, and timeline.
  3. **Project Team and Qualifications**
    - Key personnel, roles, and relevant experience with similar small area or corridor plans.
  4. **Relevant Project Experience**
    - Summaries of up to three (3) comparable projects with client references.
  5. **Cost Proposal**
    - Itemized budget by task and total project cost (lump sum or not-to-exceed).
  6. **Availability**
    - Confirmation of availability to begin work promptly upon award.
- 

## 6. Evaluation Criteria

Proposals will be evaluated based on the following:

- Understanding of project goals and challenges.
- Quality and clarity of the proposed approach.

- Experience and qualifications of project team.
- Demonstrated success on similar projects.
- Proposed schedule and cost effectiveness.

The City reserves the right to reject any or all proposals and to negotiate modifications with the selected firm.

## 7. Submittal Instructions

Proposals must be submitted electronically in PDF format to:

[lbraaten@waconiamn.gov](mailto:lbraaten@waconiamn.gov)

with the subject line: **“RFP – 801 Hwy 284 Small Area Plan”**

All proposals must be received no later than **January 20<sup>th</sup>, 2026, at 4:30 p.m.** Late submissions will not be considered.

Questions regarding this RFP may be directed to:

**Lane Braaten, Community Development Director**

City of Waconia

Email: [lbraaten@waconiamn.gov](mailto:lbraaten@waconiamn.gov) | Phone: (952) 442-3106

## 8. Tentative Project Schedule

<b>Task</b>	<b>Date</b>
RFP Issued	December 22nd, 2025
Questions Due	January 14th, 2026
Proposals Due	January 20th 2026
Consultant Selection	February 2 <sup>nd</sup> , 2026
Project Kickoff	February 12 <sup>th</sup> , 2026
Draft Concepts Due	March 20 <sup>th</sup> , 2026
Final Report Presentation	April 2 <sup>nd</sup> , 2026 Planning Commission April 20 <sup>th</sup> , 2026 City Council

## 9. General Terms

- The City of Waconia reserves the right to accept or reject any or all proposals.
- All submitted materials become the property of the City and may be used for project development.

- The selected consultant will be required to enter into a professional services agreement with the City.
  - The consultant must carry insurance coverage meeting City requirements.
- 

## **End of Request for Proposals**



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	December 22, 2025
<b>Item Name:</b>	8.22. Steep Slope Permit - 25 Lake Street East
<b>Originating Dept:</b>	Community Development
<b>Presented By:</b>	Lane Braaten
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent

**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:** Adopt Resolution No. 2025-300 approving the Steep Slope Permit for the property located at 25 Lake Street East.

**EXPLANATION OF AGENDA ITEM:**

**BACKGROUND**

**Applicant:** Andrew Vasek  
**Property Owner:** Andersen Family Trust  
**Address:** 25 Lake St. East  
**PID#** 750504020  
**Zoning:** R-4, Mixed Residential District  
**Special District:** Shoreland Overlay District

**REQUEST:**

The city has received a Steep Slope Alteration Permit application from Andrew Vasek (the “applicant”) to construct a new home within a steep slope on the property located at 25 Lake Street East.

**APPLICABLE ORDINANCE PROVISIONS:**

1. Section 900.05 – District Regulation, Subd. 5 – R-4 Mixed 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:**

**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 need of special protection.

**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, 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.”*

**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 is proposing to build a home within the steep slope. Additional improvements involve retaining walls on the property.
2. The property is non-riparian and located within the Shoreland Overlay District (i.e. within 1,000 ft of Lake Waconia).
3. The proposed project is expected to reach the maximum permitted hardcover limit of 25%. No additional site improvements (e.g., detached shed or alley-side driveway) would be permitted in the future if the site is built to the maximum as proposed in this application.
4. 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 home. 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. Drainage facilities shall be provided to effectively divert or convey storm water run-off.
  - d. Finished grades shall not adversely affect adjacent properties.
  - e. The excavation of filling permit shall run for six (6) Months unless a lesser or greater period is requested and approved by the City Council
5. Any work in the public right-of-way requires a separate Right-of-Way Permit from the Public Services Department. Final engineered plans for the stormwater outlet shall be submitted to and approved by the City Engineer prior to issuance of that permit and

commencement of work in the right-of-way.

6. City staff, specifically the city engineer, have reviewed the application and have provided comments that have been attached as part of this report.

**RECOMMENDATION**

The Planning Commission, at their regular meeting on December 4th, 2025, reviewed the Steep Slope Permit application and recommended approval via a 5-0 vote.

If the City Council chooses to approve the Steep Slope Permit for 25 Lake Street East, the Planning Commission and city staff would recommend the approval upon the following conditions:

1. All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction
2. The applicant shall submit a certified wall plan with the building permit application for retaining walls at 4ft or greater in height.
3. Disturbed areas shall be restored with sod or seed and an erosion control blanket within 5 days of inactivity.
4. All operations shall be conducted within the property lines. Grading that extends over the property lines requires easements from adjacent property owners.
5. Finished grades shall not adversely affect adjacent properties.
6. The applicant shall submit an As-Built survey upon completion of the project.
7. Perimeter erosion control shall be installed by the contractor (double silt fence) and inspected by the City prior to any other work commencing.
8. Stabilization of exposed/disturbed soils on slopes shall occur immediately after grading operations.
9. Final engineered plans for the outlet shall be submitted to and approved by the City Engineer prior to issuance of a permit and/or commencement of work within the right-of-way.

**ATTACHMENTS:**

1. Resolution No. 2025-300 Steep Slope Permit
2. Location Map
3. Certificate of Survey
4. Project Description
5. Erosion Control Plan
6. City Engineer Comments
7. Soil Type
8. Steep Slope Permit Application

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



**CITY OF WACONIA  
RESOLUTION 2025-300**

**A RESOLUTION APPROVING A STEEP SLOPE ALTERATION PERMIT  
FOR 25 LAKE STREET EAST**

**WHEREAS**, Andrew Vasek (the “**Applicant**”), has submitted a Steep Slope Permit application for the property located at 25 Lake Street East (the “**Property**”) pursuant to Section 900.12 of the City Zoning Code; and

**WHEREAS**, the subject parcel is identified as PID# 750504020; 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 regular meeting on December 4<sup>th</sup>, 2025, voted 5-0 to recommend approval of the Steep Slope Land Alteration Permit for the property located at 25 Lake Street East with the following conditions:

1. All applicable permits are applied for by the applicant with all supporting documentation and issues prior to the start of construction.
2. The applicant shall submit a certified wall plan with the building permit application for retaining walls at 4ft or greater in height.
3. Disturbed areas shall be restored with sod or seed and erosion control blanket within 5 days of inactivity
4. All operations shall be conducted within the property lines. Grading that extends over the property lines requires easements from adjacent property owners.
5. Finished grades shall not adversely affect adjacent properties.
6. The applicant shall submit an As-Built survey upon completion of the project.
7. Perimeter erosion control shall be installed by the contractor (double silt fence) and inspected by the City prior to any other work.
8. Stabilization of exposed/disturbed soils on slopes shall occur immediately after grading operations.
9. Final engineered plans for the outlet shall be submitted to and approved by the City Engineer prior to issuance of that permit and commencement of work in the right-of-way.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Waconia hereby approves the Steep Slope Alteration Permit for Andrew Vasek for the property located at 25 Lake Street East 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 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator

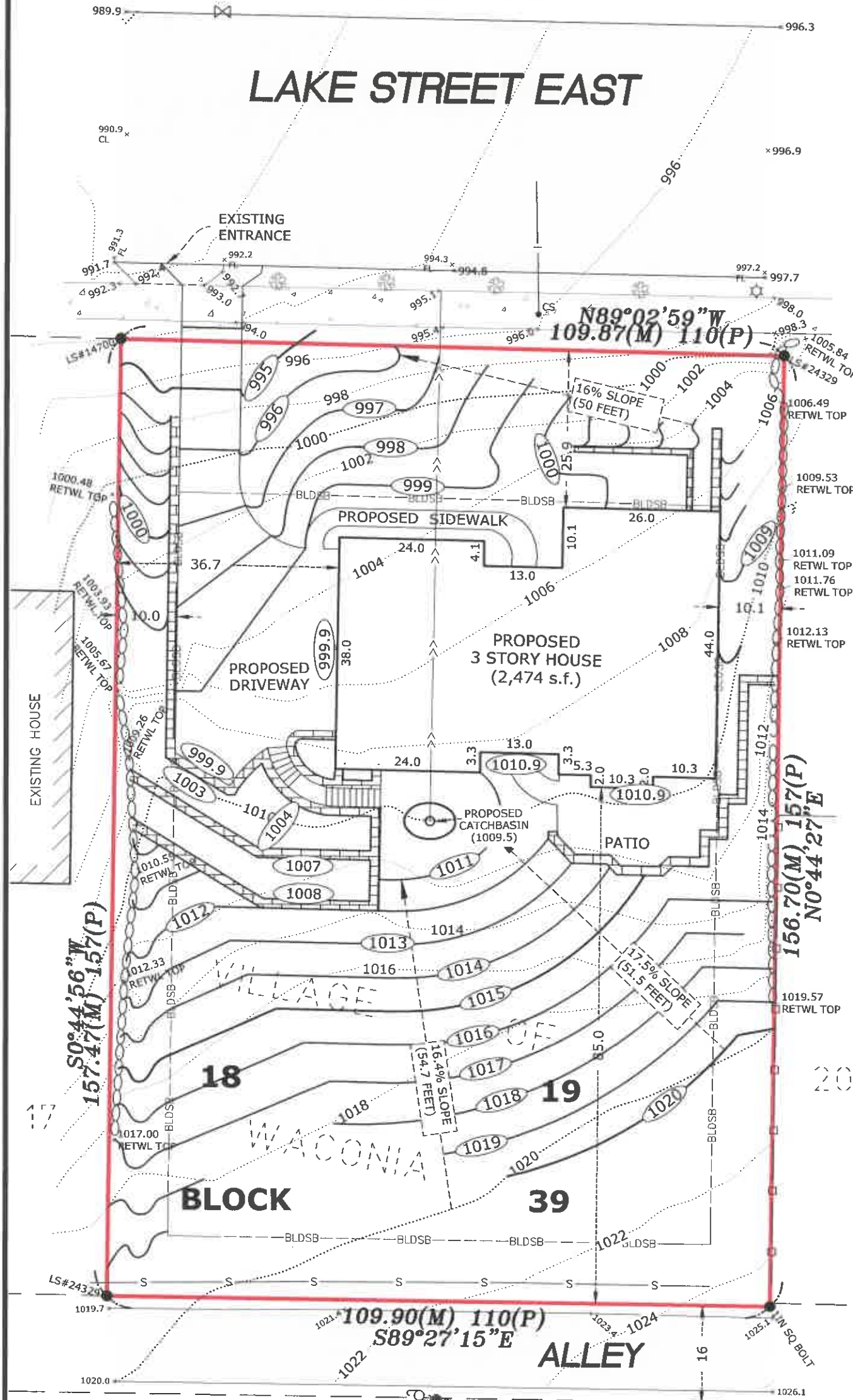


# CERTIFICATE OF SURVEY

~for~ Mathews Vasek Construction  
 ~of~ 25 East Lake Street, Waconia MN 55387.

NORTH

## LAKE STREET EAST



### SETBACK'S

ZONED R-4 MIXED RESIDENTIAL DISTRICT  
 PRIMARY AND ACCESSORY STRUCTURES  
 FRONT= 25 FEET  
 SIDE (INTERIOR)= 10 FEET  
 REAR (ALLEY)= 10 FEET

### PROPOSED ELEVATIONS

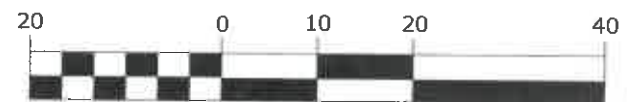
GARAGE FLOOR = 1000.0  
 MAIN FLOOR = 1010.5

### IMPERVIOUS CALCULATIONS

LOT AREA = 17,261 sq. ft.  
 BUILDING = 2,474 sq. ft.  
 SIDEWALK/PATIO = 570 sq. ft.  
 DRIVEWAY = 1,275 sq. ft. (on lot)

TOTAL IMPERVIOUS SURFACE . . . . . 4,319 sq. ft.  
 PERCENT IMPERVIOUS SURFACE . . . . . 25.0%

### GRAPHIC SCALE



SCALE IN FEET

### LEGEND

- DENOTES IRON MONUMENT SET, MARKED RLS# 45356/52705
- DENOTES IRON MONUMENT FOUND
- CS DENOTES CURB STOP
- ⊗ DENOTES WATER VALVE
- X 952.36 DENOTES EXISTING SPOT ELEVATION
- ☼ DENOTES TREE
- ⊙ DENOTES LIGHT POLE
- ☐ DENOTES MAILBOX
- ⊕ DENOTES POWER POLE
- ⊗ DENOTES SANITARY SEWER MANHOLE
- ⊖ DENOTES SIGN
- 800.0 DENOTES PROPOSED ELEVATION
- X 952.36 DENOTES EXISTING ELEVATION
- DENOTES WOOD FENCE
- S DENOTES EXISTING SILT FENCE
- ○ ○ ○ ○ DENOTES RETAINING WALL
- ⋯ DENOTES EXISTING CONTOURS
- — — DENOTES PROPOSED CONTOURS
- — — — — BLDSB — — — — — DENOTES BUILDING SETBACK LINE
- ▭ DENOTES BITUMINOUS SURFACE
- ▭ DENOTES CONCRETE SURFACE
- ▭ DENOTES PROPOSED RETAINING WALL
- (M) DENOTES MEASURED DISTANCE
- (P) DENOTES PLATTED DISTANCE

### NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 9/16/25.
- Bearings shown are based on the Carver County Coordinate System.
- Vertical information is based on the NAVD88 datum.
- Parcel ID Number: 750504020.
- Curb shots are taken at the top and back of curb.
- Site plan and grades shown are per Sharrat Design dated 10/27/25.
- 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.

**Lot 18 & 19, Block 39, VILLAGE OF WACONIA, Carver County, Minnesota.**

I hereby certify that this plan, survey 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.

By: *[Signature]*  
 Minnesota License No. 52705

Dated 29th day of October 2025

DATUM: Co. Coord.

JOB NO. 251035HS

#### REVISIONS

NO.	DATE	DESCRIPTION	BY
1	10-7-25	NEW SITE PLAN	SNN
2	10-27-25	SLOPE PERCENTAGES	SNN
3	10-28-25	NEW SITE PLAN	SNN
4	10-29-25	UPDATE GRADES	SNN

SCALE: 1" = 20'

DATE: 9-25-23

DRAWN BY: LKN

CREW: SNN



**E.G. RUD & SONS, INC.**

Professional Land Surveyors  
 990 5th Ave SE, Suite 2  
 Hutchinson, MN 55350  
 Tel. (320) 587-2025  
 www.egrud.com

**MATHEWS + VASEK**  
CONSTRUCTION  
CUSTOM HOMES-REMODELING-COMMERCIAL

**Date:** 11-4-25

**Re:** Steep Slope Permit, 25 Lake Street East

-Duration of Construction will be approximately 12 months. Initial excavation and grading will occur in the first 45 days of construction. Site will be stabilized via silt sock, silt fence and blanketing as needed during and after excavation and grading. Final grading will occur in the last 45 days of construction.

-Erosion Control will be installed and maintained throughout the duration of the construction.

-Existing vegetation is grass. Soil type is Lester-Kilkenny loams, 6-12% percent slope, per Carver County Data

-Placement of house and driveway are located approximately where original home was located. Demolition of previous home was permitted with the City of Waconia 5-28-21 and final demolition was completed and inspected 7-2-21.

-Proposed lowest floor elevation is 999.9. Previous lowest level elevation was 1003.4.

-Majority of disturbance will occur in the proposed driveway and proposed home location.

-Andrew Vasek

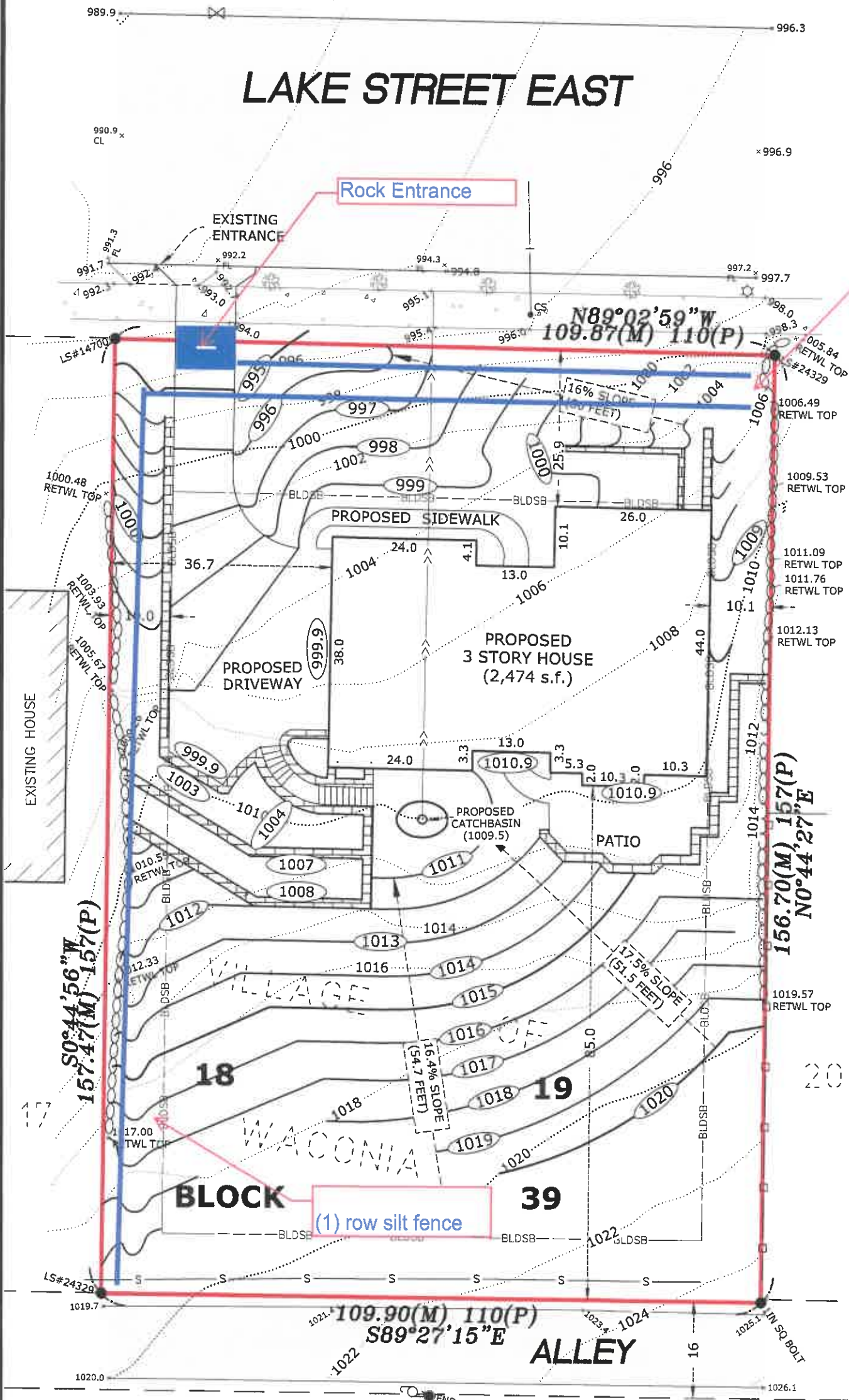
**Mathews Vasek Construction**

# CERTIFICATE OF SURVEY

~for~ Mathews Vasek Construction  
 ~of~ 25 East Lake Street, Waconia MN 55387.

NORTH

## LAKE STREET EAST



- Preserve existing vegetation as capable during excavation process.
- Silt sock/silt fence
- Rock construction entrance
- Straw blanket slopes to prevent erosion during construction

(2) rows silt fence

### SETBACK'S

ZONED R-4 MIXED RESIDENTIAL DISTRICT  
 PRIMARY AND ACCESSORY STRUCTURES  
 FRONT= 25 FEET  
 SIDE (INTERIOR)= 10 FEET  
 REAR (ALLEY)= 10 FEET

### PROPOSED ELEVATIONS

GARAGE FLOOR = 1000.0  
 MAIN FLOOR = 1010.5

### IMPERVIOUS CALCULATIONS

LOT AREA = 17,261 sq. ft.  
 BUILDING = 2,474 sq. ft.  
 SIDEWALK/PATIO = 570 sq. ft.  
 DRIVEWAY = 1,275 sq. ft. (on lot)

TOTAL IMPERVIOUS SURFACE . . . . . 4,319 sq. ft  
 PERCENT IMPERVIOUS SURFACE . . . . . 25.0%

### GRAPHIC SCALE



SCALE IN FEET

### LEGEND

- DENOTES IRON MONUMENT SET, MARKED RLS# 45356/52705
- DENOTES IRON MONUMENT FOUND
- CS DENOTES CURB STOP
- ⊗ DENOTES WATER VALVE
- X 952.36 DENOTES EXISTING SPOT ELEVATION
- DENOTES TREE
- ☆ DENOTES LIGHT POLE
- DENOTES MAILBOX
- ⊕ DENOTES POWER POLE
- ⊙ DENOTES SANITARY SEWER MANHOLE
- ⊖ DENOTES SIGN
- 800.0 DENOTES PROPOSED ELEVATION
- X 952.36 DENOTES EXISTING ELEVATION
- DENOTES WOOD FENCE
- S DENOTES EXISTING SILT FENCE
- DENOTES RETAINING WALL
- DENOTES EXISTING CONTOURS
- DENOTES PROPOSED CONTOURS
- BLDSB--- DENOTES BUILDING SETBACK LINE
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES PROPOSED RETAINING WALL
- (M) DENOTES MEASURED DISTANCE
- (P) DENOTES PLATTED DISTANCE

### NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 9/16/25.
- Bearings shown are based on the Carver County Coordinate System.
- Vertical information is based on the NAVD88 datum.
- Parcel ID Number: 750504020.
- Curb shots are taken at the top and back of curb.
- Site plan and grades shown are per Sharrat Design dated 10/27/25.
- 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.

**Lot 18 & 19, Block 39, VILLAGE OF WACONIA, Carver County, Minnesota.**

I hereby certify that this plan, survey 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.

By: *[Signature]*  
 Minnesota License No. 52705

Dated 29th day of October 2025

DATUM: Co. Coord.

JOB NO. 251035HS

#### REVISIONS

NO.	DATE	DESCRIPTION	BY
1	10-7-25	NEW SITE PLAN	SNN
2	10-27-25	SLOPE PERCENTAGES	SNN
3	10-28-25	NEW SITE PLAN	SNN
4	10-29-25	UPDATE GRADES	SNN

SCALE: 1" = 20'

DATE: 9-25-23

DRAWN BY: LKN

CREW: SNN



**E.G. RUD & SONS, INC.**

Professional Land Surveyors  
 990 5th Ave SE, Suite 2  
 Hutchinson, MN 55350  
 Tel. (320) 587-2025  
 www.egrud.com

---

**From:** Jake Saulsbury <Jake.Saulsbury@bolton-menk.com>

**Sent:** Thursday, November 20, 2025 3:20 PM

**To:** Abdihafid Sahal <asahal@waconiamn.gov>

**Subject:** RE: 25 Lake St. E. Steep Slope Permit

See the comments below and let me know if you have any questions.

1. The proposed project meets the shoreland district requirements for setbacks and the impervious percentage maximum.
2. No permanent stormwater management is required by the City as improvements do not exceed maximum allowable impervious surface.
3. Confirmation is needed that the driveway slope does not exceed 12% (10% preferred).
4. The applicant shall submit a certified wall plan signed by an engineer licensed in MN. A city building permit application is also required for retaining walls at 4 feet or greater in height.
5. There is no mainline storm sewer under/along Lake Street. Clarification is needed as to the proposed storm sewer outlet in the public right-of-way.
6. The storm sewer pipe should be re-routed around the building to allow for maintenance and to better protect the foundation of the home. More than sufficient elevation is available to traverse the longer route.
7. Perimeter erosion control shall be installed by the contractor and inspected by the City prior to any other work.
8. Stabilization of exposed/disturbed soils on slopes shall occur immediately after grading operations.
9. All operations shall be conducted within the property lines. Grading that extends over the property lines shall require an easement or a right of access agreement from adjacent property owners.
10. Finished grades shall not adversely affect adjacent properties.

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



This map was created using Carver County's Geographic Information Systems (GIS), it is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.



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

## APPLICANT INFORMATION

1. Owner's Name: Bill and Jane Andersen
2. Address of Property: 25 Lake Street East
3. PID Number: 750504020
4. Legal Description: \_\_\_\_\_
5. Applicant's Name: Mathews Vasek Construction
6. Mailing Address: 1040 Adams Street SE
7. Daytime Phone(s): 952-367-9161
8. Email Address: andyv@mathewsvasekconst.com

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

## OFFICE USE ONLY

Date Received: \_\_\_\_\_

Fee: \$ \_\_\_\_\_

Receipt #: \_\_\_\_\_



CITY OF WACONIA  
201 South Vine Street  
Waconia, MN 55387  
Phone: (952) 442-2184 Ext. 2  
Fax (952) 442-2135  
[www.waconia.org](http://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: R-4

Existing use of property: Single Family 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: 10-29-25

Printed Name: Andrew Vasek



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	December 22, 2025
<b>Item Name:</b>	8.23. Park Board Appointments
<b>Originating Dept:</b>	Administration
<b>Presented By:</b>	Jackie Schulze
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent

**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:** Adopt Resolution No. 2025-301 Appointing Park Board Members

**EXPLANATION OF AGENDA ITEM:**

The City’s Park Board currently has two vacancies due to Board Chair Lacey Shaw and Board Member Tom Adamini concluding their second three-year terms and therefore terming off the Board. During the month of November, the City advertised these vacancies, accepted applications, and conducted interviews.

Following the interview process, staff recommend the following appointments:

- Promote Alternate Member Lucas Reiners to a full voting member for a term beginning January 1, 2026, and ending December 31, 2028.
- Appoint Elizabeth DeMeyere as a full voting member for a term beginning January 1, 2026, and ending December 31, 2028.
- Appoint Dan O’Brien to serve as the Alternate Member, filling the remainder of Lucas Reiners’ current alternate term through December 31, 2027.

City staff and the Personnel Committee recommend approval of the above appointments.

**ATTACHMENTS:**

1. Resolution No. 2025-301 Park Board Appointments

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

**CITY OF WACONIA  
RESOLUTION NO. 2025 - 301**

**RESOLUTION APPROVING  
PARK BOARD APPOINTMENTS**

**WHEREAS**, the City has two Park Board open seats due to two members terming off the board; and

**WHEREAS**, following interviews, the Personnel Committee recommends the following appointments to the Park Board:

<b>Park Board</b>	<b>Position</b>	<b>Term</b>	<b>Expires</b>
Lucas Reiners	Regular	1 <sup>st</sup> three-year term (from alternate)	December 31, 2028
Elizabeth DeMeyere	Regular	1 <sup>st</sup> three-year term	December 31, 2028
Dan O'Brien	Alternate	Remainder of alternate term	December 31, 2027

**NOW, THEREFORE, BE IT RESOLVED**, that, the City Council of Waconia hereby approves the Park Board appointments above as recommended by the Personnel Committee.

Adopted by the City Council of the City of Waconia this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

Attest: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator/Clerk



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	December 22, 2025		
<b>Item Name:</b>	8.24. Accept Community Growth Partnership Initiative Grant Proceeds - Carver County CDA		
<b>Originating Dept:</b>	Finance		
<b>Presented By:</b>	Nicole Meyer		
<b>Previous Council Action:</b>	Resolution No. 2025-081 Approving Application for the Carver County CDA Community Partnership Initiative Grant Related to Transport Security Project at 80 8th Street - Dated: March 3, 2025		
<b>Item Type:</b>	Consent		
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-302 Accepting Community Growth Partnership Initiative Grant Proceeds from the Carver County CDA			
<b>EXPLANATION OF AGENDA ITEM:</b>			
<p>Earlier this year, staff applied for the Carver County CDA Community Partnership Initiative Grant. Staff was notified the City was awarded this grant totaling \$10,000 to assist with stormwater assessment and planning work associated with the Transport Security project in the Pine Business Park. This property is served by regional stormwater ponding which serves a number of the parcels in the business park.</p> <p>Funds were received from the Carver County CDA and will be passed through to the Developer of the site once paid invoices for this work are provided.</p>			
<b>ATTACHMENTS:</b>			
1. Resolution No. 2025-302 Carver County CDA Grant			
<b>FINANCIAL IMPLICATIONS:</b>		<b>ADVISORY BOARD RECOMMENDATIONS:</b>	
Funding Sources & Uses: Storm Water Utility Fund (655)		Planning Commission:	
Budget Information:		Park Board:	
_____ Budgeted		Personnel Committee:	
<input checked="" type="checkbox"/> Non-Budgeted		Other:	
_____ Amendment Required			

**CITY OF WACONIA  
RESOLUTION NO. 2025-302**

**RESOLUTION ACCEPTING COMMUNITY PARTNERSHIP INITIATIVE GRANT  
PROCEEDS FROM THE CARVER COUNTY CDA**

**WHEREAS**, City staff applied for the Carver County CDA Community Partnership Initiative Grant to assist with the costs associated with stormwater assessment and planning work for the Transport Security project located at 80 8<sup>th</sup> Street; and

**WHEREAS**, City staff were notified that the City was awarded the grant; and

**WHEREAS**, the total cost of the project was paid for by the developer of the site; and

**WHEREAS**, once proper documentation is provided by the developer, funds will be passed thru as reimbursement to them; and

**WHEREAS**, the total of the grant paid to the City was \$10,000.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Waconia hereby graciously accepts the grant proceeds of \$10,000 for the Community Partnership Initiative Grant from the Carver County CDA and acknowledges funds will be recorded in the City's Storm Water Utility Fund (655) as of December 31, 2025.

Adopted by the City Council of Waconia, Minnesota this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jacqueline Schulze, Assistant City Administrator



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.25. Accept Contamination Clean-up and Investigation Grant Proceeds from Minnesota Department of Employment and Economic Development	
<b>Originating Dept:</b> Finance	
<b>Presented By:</b> Nicole Meyer	
<b>Previous Council Action:</b> Resolution No. 2024-219 Approving Contamination Clean-up Grant Application - Dated: October 7, 2024 Resolution No. 2024-220 Committing Local Match and Authroizing Contract Signature - Dated: October 7, 2024	
<b>Item Type:</b>	Consent
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-303 Accepting Community Growth Partnership Initiative Grant Proceeds from the Carver County CDA	
<b>EXPLANATION OF AGENDA ITEM:</b>	
<p>Late last year, staff applied for the Minnesota Department of Employment and Economic Development (MN DEED) Contamination Clean-up and Investigation Grant Program. Staff was notified that the City had been awarded the grant totaling \$248,302 to assist with costs associated with contaminated soil clean-up at the Olive and 2nd Street Redevelopment site. Throughout the course of this year, staff have been working with the developer and MN DEED on reimbursement requests as expenses were incurred. The total reimbursed to the City in 2025 was \$207,301.36. These funds were recognized in the City's General Fund — Economic Development.</p> <p>For audit purposes, staff is requesting the Council accept these grant proceeds for 2025 and recognize that the funds were passed through to the developer who incurred the costs for the clean-up efforts. It is expected that final costs associated with the grant and final grant close out will occur in 2026.</p>	
<b>ATTACHMENTS:</b>	
1. Resolution No. 2025-303 Carver County CDA Grant	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses: General Fund - Economic Development (101)	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
X _____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA  
RESOLUTION NO. 2025-303**

**RESOLUTION ACCEPTING CONTAMINATION CLEAN-UP AND INVESTIGATION  
GRANT PROCEEDS FROM MINNESOTA DEPARTMENT OF EMPLOYMENT AND  
ECONOMIC DEVELOPMENT**

**WHEREAS**, City staff applied for the Minnesota Department of Employment and Economic Development (MN DEED) Contamination Clean-up and Investigation Grant to assist with the costs associated with contaminated soil clean-up at the Olive and 2<sup>nd</sup> Street Redevelopment site; and

**WHEREAS**, City staff were notified that the City was awarded the grant in December 2024; and

**WHEREAS**, the total cost of the clean-up efforts and testing were paid for by the developer of the site; and

**WHEREAS**, staff have been working with the developer and MN DEED on reimbursement requests throughout 2025; and

**WHEREAS**, the total of the grant paid to the City to date is \$207,301.36; and

**WHEREAS**, the final grant close-out and payments will be completed by City staff and the developer in 2026.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Waconia hereby graciously accepts the grant proceeds of \$207,301.36 for the Contamination Clean-up and Investigation Grant from the Minnesota Department of Employment and Economic Development and acknowledges funds will be recorded in the City's General Fund – Economic Development as of December 31, 2025.

Adopted by the City Council of Waconia, Minnesota this 22<sup>nd</sup> day of December, 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jacqueline Schulze, Assistant City Administrator



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.26. Tobacco License Application Renewals	
<b>Originating Dept:</b> Administration	
<b>Presented By:</b> Sue Schwalbe	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-304 Approving Tobacco License Applications	
<b>EXPLANATION OF AGENDA ITEM:</b>  Renewal applications for tobacco licenses have been submitted and reviewed for the establishments listed in the attached Resolution No. 2025-304. Tobacco licenses will be issued upon approval by the State of Minnesota and once all conditions of licensing are met in accordance with City Ordinances, which include completion of all forms, payment of fees, and fines, and receipt of certificates of insurance.	
<b>ATTACHMENTS:</b> 1. Resolution No. 2025-304 Tobacco Licensing	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA  
RESOLUTION NO. 2025-304**

**RESOLUTION APPROVING TOBACCO LICENSE/PERMIT APPLICATIONS**

**WHEREAS**, Applicants for new and renewal of tobacco licenses and permits have been received in the Office of the City clerk; and

**WHEREAS**, the applicants and their requested licenses/permits are identified as:

Casey's #4271 1301 Oak Avenue	Chumlys Bar 112 Main Street West
Holiday Station Store 10700 10 <sup>th</sup> Street West	Hopper's 119 Olive Street South
Kwik Trip #460 809 Vista Blvd	Kwik Trip #1173 100 Sparrow Road
MGM Liquor Store 825 Marketplace Drive	Waconia Tobacco and Vape 246 1 <sup>st</sup> Street West
Walgreens, 11690 121 Depot Drive	

**WHEREAS**, Licenses will be issued contingent upon receipt of appropriate fees and certificates of insurance as required by City Ordinance.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Waconia hereby approves the licenses and permits as indicated above for the term February 1, 2026, through January 31, 2017.

Adopted by the City Council of the City of Waconia this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.27. Liquor License Application Renewals	
<b>Originating Dept:</b> Administration	
<b>Presented By:</b> Sue Schwalbe	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent
<p><b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-305 Approving Liquor License Applications from February 1, 2026 through January 31, 2027.</p> <p><b>EXPLANATION OF AGENDA ITEM:</b></p> <p>Applications for liquor licenses have been submitted and reviewed for the establishments listed on Resolution No. 2025-305. Liquor licenses will be issued upon approval by the State of Minnesota's Alcohol and Gambling Division, and upon all conditions of licensing being met in accordance with City Ordinances, which include completion of all forms, payment of fees and fines, receipt of certificates of insurance, proof of payment of state and local taxes, approval by the State Department of Revenue and the Bureau of Criminal Apprehension.</p> <p><b>ATTACHMENTS:</b></p> <p>1. Resolution No. 2025-305 Liquor Licensing</p>	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA**

**RESOLUTION NO. 2025-305  
RESOLUTION APPROVING LIQUOR LICENSE APPLICATIONS**

**WHEREAS**, Applicants for liquor license renewals have been received in the Office of the City clerk; and

On-Sale Intoxicating Liquor  
On-Sale Sunday Liquor  
Off-Sale Intoxicating Liquor  
Club  
Wine

On-Sale 3.2% Malt Liquor  
Off-Sale 3.2% Malt Liquor  
Micro-Distillery Cocktail  
Micro-Distillery Off-Sale

**WHEREAS**, the applicants and their requested licenses/permits are identified as:

American Legion Post #150  
Club Sunday Liquor

Bode Gray's  
On-Sale Intoxicating Liquor  
Sunday Liquor

Chumly's  
On-Sale Intoxicating Liquor  
Off-Sale Intoxicating Liquor  
Sunday Liquor

D'Vinci's  
On-Sale 3.2% Malt Liquor  
Wine

El Lora Mexican Restaurant  
On-Sale Intoxicating Liquor  
Sunday Liquor

Garage Bar & Bowl  
On-Sale Intoxicating Liquor  
Off-Sale Intoxicating Liquor  
Sunday Liquor

Hoppers  
On-Sale Intoxicating Liquor  
Off-Sale Intoxicating Liquor  
Sunday Liquor

Iron Tap  
On-Sale Intoxicating Liquor  
Off-Sale Intoxicating Liquor  
Sunday Liquor

J. Carver Distillery  
Micro-Distillery Cocktail  
Micro-Distillery Off-Sale  
Sunday Liquor

Kwik Trip #460  
Off-Sale 3.2% Malt Liquor

Kwik Trip #1173  
Off-Sale 3.2% Malt Liquor

Lola's Lakehouse  
On-Sale Intoxicating Liquor  
Off-Sale Intoxicating Liquor  
Sunday Liquor

Mackenthuns  
Off-Sale 3.2 Malt Liquor

MGM Liquors  
Off-Sale Intoxicating Liquor

New Perspective  
On-Sale 3.2 Malt Liquor  
Wine

Northwoods Entertainment  
On-Sale Intoxicating Liquor  
Sunday Liquor

Pangea  
On-Sale 3.2% Malt Liquor  
Wine

Saloon, The  
On-Sale Intoxicating Liquor  
Off-Sale Intoxicating Liquor  
Sunday Liquor

Target  
Off-Sale Intoxicating Liquor

Waconia Baseball Association  
On-Sale Intoxicating Liquor  
Sunday Liquor

Waconia Brewing Company  
On-Sale  
Sunday Liquor  
Tap Room

Waconia Liquors  
Off-Sale Intoxicating Liquor

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Waconia hereby approves Liquor Licenses for the term February 1, 2026 through January 31, 2027, contingent upon completion of all forms, payment of fees, receipt of certificates of insurance, proof of payment of state and local taxes, approval by the State Liquor control, the State Department of Revenue, and the Bureau of Criminal Apprehension, and other conditions as City Ordinances.

Adopted by the City Council of the City of Waconia this 22<sup>nd</sup> day of December 2025.

---

Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 8.28. Waste Hauler and Recycle Hauler Application Renewals	
<b>Originating Dept:</b> Administration	
<b>Presented By:</b> Sue Schwalbe	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-306 Approving Waste Hauler and Recycle Hauler Licenses	
<b>EXPLANATION OF AGENDA ITEM:</b> Renewal applications for waste and recycling haulers have been submitted and reviewed for the businesses listed in the attached Resolution No. 2025-306. Waste and recycling hauler licenses will be issued upon all conditions of licensing being met in accordance with City Ordinances, which include completion of all forms, payment of fees and fines, receipt of certificate of insurance and approval by the State.	
<b>ATTACHMENTS:</b> 1. Resolution No 2025-306 Waste and Recycle Haulers	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA  
RESOLUTION NO. 2025-306**

**RESOLUTION APPROVING WASTE HAULERS AND RECYCLING HAULERS  
LICENSE/PERMIT APPLICATIONS**

**WHEREAS**, Applicants for new and renewal of waste and recycle licenses and permits have been received in the Office of the City clerk; and

**WHEREAS**, the applicants and their requested licenses/permits are identified as:

WASTE HAULERS LICENSES

Curbside Waste Inc.	Lloyds Construction Services
Republic Services, Inc.	Suburban Waste MN LLC
Veit Disposal Systems	Waste Management

RECYCLE LICENSES

Curbside Waste, Inc.	Republic Services, Inc.
Suburban Waste MN LLC	Waste Management

**WHEREAS**, Licenses will be issued contingent upon receipt of appropriate fees and certificates of insurance as required by City Ordinance.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Waconia hereby approves the licenses and permits as indicated above for the term February 1, 2026, through January 31, 2017.

Adopted by the City Council of the City of Waconia this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	December 22, 2025
<b>Item Name:</b>	9.1. Amend City Code Section 200.09 Changing Mayor and City Council Salaries
<b>Originating Dept:</b>	Administration
<b>Presented By:</b>	Jackie Schulze
<b>Previous Council Action:</b>	October 1, 2018: Ordinance 714 Update to City Council and Mayoral Pay
<b>Item Type:</b>	Regular Session
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Approve Ordinance No. 787, Amendment Chapter 200.09 of City Code pertaining to City Council and Mayoral Salaries	
<b>EXPLANATION OF AGENDA ITEM:</b>	
<p>Under Minnesota State Statute 415.11 Subd. 1, City Councils have the authority to set their salaries, by ordinance, at any amount they deem reasonable.</p> <p>The last update to City Council salaries was completed in 2018. Annually, City staff conducts a pay analysis comparing City Council and Mayoral compensation in Waconia to that of our peer cities. This information is reviewed by the Personnel Committee each summer. Since 2019, the Personnel Committee has recommended against increasing City Council pay. This year, after reviewing the data, the Personnel Committee recommended an update.</p> <p>The 2025 analysis shows that Waconia's City Council and Mayoral pay is significantly below the average of our peer cities. Currently, the average Mayoral salary among peer cities is approximately \$9,459 annually, and the average City Council salary is \$7,495 annually. In comparison, Waconia City Council members are paid \$6,000 annually, and the Mayor receives \$7,200 annually.</p> <p>Minnesota State Statute 415.11 Subd. 2 requires that any ordinance changing City Council or Mayoral salaries cannot take effect until after the next City election. Therefore, if the proposed ordinance is approved, <b>the new salaries would take effect on January 1, 2027.</b></p> <p>To account for projected inflation and maintain parity with peer cities, staff recommended adjusting the salaries to \$10,000 annually for the Mayor and \$8,000 annually for City Council members, assuming a 3% increase for both 2026 and 2027, taking effect the January following the next municipal election.</p>	
<b>ATTACHMENTS:</b>	
1. Ordinance No. 787 Council Salaries	

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

**CITY OF WACONIA  
ORDINANCE NO. 787**

**AN ORDINANCE AMENDING SECTION 200.09  
OF THE WACONIA CITY CODE RELATED TO  
SALARIES OF MAYOR AND CITY COUNCIL MEMBERS**

The City Council of the City of Waconia Ordains, as follows:

**Section 1:** Section 200.09, Subd. 1 of the Waconia City Code is hereby amended to read as follows:

Subd. 1. *Salaries.* The salary for the office of mayor shall be ten thousand dollars (\$10,000) per year. The salary for the office of City Council Member shall be eight thousand dollars (\$8,000) per year.

**Section 2:** Effective Date: This Ordinance amendment shall be published according to law and become effective January 1, 2027, following the next municipal election.

Passed and adopted by the City Council of the City of Waconia this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jacqueline Schulze, Assistant City Administrator



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 9.2. Approve Final Tax Levy Collectable in 2026	
<b>Originating Dept:</b> Finance	
<b>Presented By:</b> Nicole Meyer	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Regular Session
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-307 Approving the Final Tax Levy Collectible for 2026	
<b>EXPLANATION OF AGENDA ITEM:</b>	
<p>The City Council has conducted numerous budget work sessions and held a public information meeting on Monday, December 1, 2025 to address the proposed 2026 levy as part of the budgeting process. The attached resolution reflects the proposed final 2026 levy to be certified.</p> <p>A snapshot of the financial model identifies the estimated impact on the 2026 City tax rate and estimates the final impact on an average valued home. With the final proposed levy, the City's tax rate will decrease slightly from 48.173% to approximately 47.979%. The total final tax levy collectible in 2026 is \$13,914,617.</p> <p>Finance staff will provide a summary presentation of the 2026 levy and budget at the meeting.</p>	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>1. Resolution No. 2025-307 Final Tax Levy</li> <li>2. Financial Model 12-16-2025</li> </ol>	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA  
RESOLUTION NO. 2025-307**

**RESOLUTION APPROVING THE FINAL TAX LEVY  
COLLECTIBLE IN 2026**

**BE IT RESOLVED**, by the City Council, of the City of Waconia, County of Carver, Minnesota, that the following sum of money is proposed to be levied for the current year, collectible in 2026 upon the taxable property in said City of Waconia for the following purposes:

**GENERAL LEVY:**

General Fund	\$9,967,502
(Not including Local Government Aid (LGA) as determined by the Minnesota Department of Revenue)	
General Fund - Economic Development	\$ 50,000

**SPECIAL LEVIES:**

2015C Improvement-Public Works (Refunded 2007C)	\$363,500
2019A Improvement-City Hall (Refunded 2010A)	\$231,500
2016A Improvement-5 <sup>th</sup> St W/Maple St/Cherry St	\$129,900
2016 Lease –Construction of Baseball Grandstand	\$ 82,525
2017A Improvement-County Road 110/Community Dr/94 <sup>th</sup> St	\$561,828
2018A Improvement-2 <sup>nd</sup> St W/Cedar St	\$ 92,945
2019A Improvement-Waconia Parkway/Walnut St/Equipment Cert	\$ 28,950
2020A Improvement-Main St/Walnut St/3 <sup>rd</sup> St	\$167,108
2021A Improvement-Waconia Parkway South/East Frontage Road	\$308,648
2022A Improvement-3 <sup>rd</sup> /Maple St/Fire Station Construction	\$805,692
2023A Improvement-Main/Olive Street-Core Downtown Phase 1	\$318,335
2024A Improvement-Main/Olive Street-Core Downtown Phase 2	\$362,553
2025A Improvement-1 <sup>st</sup> /2 <sup>nd</sup> /Olive Street-Core Downtown Phase 3	\$443,631

**TOTAL 2026 FINAL LEVY** **\$13,914,617**

The City Treasurer is hereby authorized to transmit a certified copy of this Resolution to the County Auditor of Carver County, Minnesota.

Adopted by the City Council of the City of Waconia this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator

WACONIA FINANCIAL MANAGEMENT PLAN  
 Updated: 12/16/2025

GENERAL FUND	2022 Actual	2023 Actual	2024 Actual	2025 Budget	2025 Proposed Final	2026 Budget	2027 Forecast	2028 Forecast	2029 Forecast	2030 Forecast	2031 Forecast
<b>REVENUE</b>											
GENERAL PROPERTY TAX LEVY	6,004,232	6,490,575	7,808,162	8,881,784	8,881,784	9,967,502	10,465,877	10,989,171	11,318,846	11,760,281	12,218,932
Potential for Uncollectible Taxes	(20,533)	(13,873)	(17,249)	(88,818)	(88,818)	(99,675)	(104,659)	(109,892)	(226,377)	(235,206)	(244,379)
ECONOMIC DEVELOPMENT TAX LEVY	-	-	34,923	40,000	40,000	50,000	50,000	100,000	100,000	100,000	100,000
TRANSFERS IN - Enterprise & PEG	242,202	271,944	316,700	376,800	376,800	406,800	419,004	431,574	444,521	457,857	471,593
TRANSFERS IN - Committed Fund Balance - Econ Dvp/Public Safety	-	15,213	165,322	-	-	112,000	-	-	-	-	-
ADMINISTRATION, FINANCE, & TECH	455,320	852,216	893,244	730,816	835,816	634,457	653,491	673,095	693,288	714,087	735,510
PLANNING & INSPECTIONS	1,823,005	1,090,425	1,093,753	877,800	1,437,163	1,193,250	1,205,183	1,217,234	1,229,407	1,241,701	1,241,701
CENTRAL FACILITIES	73,512	81,350	89,464	83,123	83,123	80,359	82,770	85,253	87,810	90,445	93,158
FIRE	112,314	285,703	307,410	382,000	382,000	394,200	406,026	418,207	430,753	443,676	456,986
LAW ENFORCEMENT	173,570	753,155	241,868	302,881	302,881	309,959	319,258	328,836	338,701	348,862	359,327
STREETS	226,360	312,638	294,494	285,763	285,763	304,806	313,950	323,369	333,070	343,062	353,354
PARKS	17,035	23,781	49,804	12,200	12,200	15,200	15,656	16,126	16,609	17,108	17,621
RECREATION	9,779	9,313	11,654	9,800	9,800	20,725	21,347	21,987	22,647	23,326	24,026
<b>TOTAL REVENUE</b>	<b>9,126,078</b>	<b>10,172,440</b>	<b>11,289,549</b>	<b>11,894,149</b>	<b>12,558,512</b>	<b>13,389,583</b>	<b>13,847,902</b>	<b>14,494,960</b>	<b>14,789,275</b>	<b>15,305,198</b>	<b>15,827,828</b>
	7.3%	11.5%	11.0%	14.1%	20.5%	6.6%	3.4%	4.7%	2.0%	3.5%	3.4%
<b>EXPENDITURES</b>											
ADMINISTRATION, FINANCE, & TECH	1,753,301	1,929,195	2,205,758	2,552,430	2,573,090	2,850,705	2,964,733	3,083,323	3,206,655	3,334,922	3,468,319
PLANNING & INSPECTIONS	1,030,907	771,388	884,793	817,275	817,275	1,093,134	1,136,859	1,182,334	1,229,407	1,278,812	1,329,965
FIRE	597,052	754,003	909,354	988,699	988,699	1,059,706	1,102,094	1,146,178	1,192,025	1,239,706	1,289,294
LAW ENFORCEMENT & COMMUNITY SAFETY	952,489	1,059,386	1,308,574	1,500,766	1,503,166	1,573,044	1,635,966	1,701,404	1,769,461	1,840,239	1,913,849
STREETS	1,556,707	1,731,741	1,852,534	2,080,085	2,074,985	2,114,127	2,198,692	2,286,640	2,378,105	2,473,230	2,572,159
PARKS	779,120	934,297	1,068,112	1,215,023	1,208,123	1,347,785	1,401,696	1,457,764	1,516,075	1,576,718	1,639,787
RECREATION	19,225	68,220	74,933	94,800	94,800	104,460	108,638	112,984	122,203	127,092	132,379
CENTRAL FACILITIES	307,956	326,556	445,867	470,324	466,324	532,650	553,956	576,114	599,159	623,125	648,050
ECONOMIC DEVELOPMENT	176,975	15,000	5,000	30,000	30,000	172,000	50,000	100,000	104,000	108,160	112,486
TRANSFERS OUT - Committed Fund Balance - Econ Dvp/Public Safety	-	581,881	110,189	10,000	199,363	-	-	-	-	-	-
TRANSFERS OUT - Debt Service Tax Abatement	416,407	447,825	464,475	447,825	447,825	267,875	152,442	152,442	152,442	121,143	121,143
TRANSFERS OUT - Capital Equipment Support	300,000	325,000	440,000	650,000	650,000	750,000	800,000	850,000	900,000	925,000	950,000
TRANSFERS OUT - Safari Island Support	322,710	190,000	176,000	176,000	176,000	176,000	176,000	176,000	176,000	176,000	176,000
TRANSFERS OUT - Arena Support	530,000	530,000	543,800	566,800	566,800	570,800	570,800	164,050	164,050	164,050	164,050
TRANSFERS OUT - PIR Capital Support	589,000	535,000	425,000	545,000	545,000	825,000	800,000	900,000	900,000	1,000,000	1,100,000
<b>TOTAL EXPENDITURES</b>	<b>9,331,849</b>	<b>10,199,492</b>	<b>10,914,389</b>	<b>12,145,027</b>	<b>12,339,150</b>	<b>13,362,286</b>	<b>13,601,878</b>	<b>14,239,233</b>	<b>14,655,103</b>	<b>14,983,308</b>	<b>15,612,193</b>
Operating % Change	11.9%	9.3%	7.0%	11.0%	12.8%	8.3%	1.8%	4.7%	2.9%	2.2%	4.2%
<b>INCREASE(DECREASE) IN FUND BALANCE</b>	<b>(205,771)</b>	<b>(27,052)</b>	<b>375,160</b>	<b>(250,878)</b>	<b>219,362</b>	<b>27,297</b>	<b>246,024</b>	<b>255,727</b>	<b>134,173</b>	<b>321,890</b>	<b>215,636</b>
<b>EFFECT on Fund Balance</b>											
Fund Balance - January 1	3,986,558	3,780,787	3,753,735	4,128,895	4,128,895	4,348,257	4,375,554	4,621,578	4,877,305	5,011,478	5,333,367
Budgeted Increase(Decrease)	(205,771)	(27,052)	375,160	(250,878)	219,362	27,297	246,024	255,727	134,173	321,890	215,636
Projected Fund Balance - December 31	3,780,787	3,753,735	4,128,895	3,878,017	4,348,257	4,375,554	4,621,578	4,877,305	5,011,478	5,333,367	5,549,003
% of Operating	53%	50%	47%	40%	45%	41%	42%	42%	42%	43%	43%
<b>GENERAL OPERATING LEVY</b>	6,004,232	6,490,575	7,843,085	8,921,784	8,921,784	10,017,502	10,515,877	11,089,171	11,418,846	11,860,281	12,318,932
% Change	2.0%	8.1%	20.8%	13.8%	12.3%	12.3%	5.0%	3.0%	3.0%	3.9%	3.9%
<b>SPECIAL DEBT LEVY</b>	3,021,026	3,732,515	3,801,394	4,090,910	4,090,910	3,897,115	3,619,233	2,913,012	2,923,290	2,924,720	2,833,296
% Change	12.5%	19.1%	1.8%	7.1%	7.1%	-5.0%	-7.7%	-24.2%	0.4%	0.0%	-3.2%
<b>SPECIAL LEVY FOR INFRASTRUCTURE/EQUIPMENT</b>	0	0	0	0	0	0	741,349	1,551,526	3,973,789	3,973,789	3,973,789
<b>PROPOSED OVERALL TAX LEVY</b>	<b>9,025,258</b>	<b>10,223,089</b>	<b>11,644,479</b>	<b>13,012,694</b>	<b>13,012,694</b>	<b>13,914,617</b>	<b>14,876,458</b>	<b>15,553,708</b>	<b>18,315,925</b>	<b>18,758,790</b>	<b>19,126,017</b>
<b>LESS FISCAL DISPARITIES</b>	<b>1,055,102</b>	<b>990,589</b>	<b>918,979</b>	<b>1,121,794</b>	<b>1,121,794</b>	<b>1,167,536</b>	<b>1,167,536</b>	<b>1,167,536</b>	<b>1,167,536</b>	<b>1,167,536</b>	<b>1,167,536</b>
<b>NET LEVY TO TAXPAYERS</b>	<b>7,970,156</b>	<b>9,232,500</b>	<b>10,725,500</b>	<b>11,890,900</b>	<b>11,890,900</b>	<b>12,747,081</b>	<b>13,708,922</b>	<b>14,386,172</b>	<b>17,148,389</b>	<b>17,591,254</b>	<b>17,958,481</b>
Overall Levy % Change	5.63%	15.84%	16.17%	10.87%	10.87%	7.20%	7.55%	4.94%	19.20%	2.58%	2.09%
<b>TAXABLE MARKET VALUE</b>	1,670,262,400	2,130,609,500	2,269,764,200	2,360,909,500	2,360,909,500	2,533,807,698	2,596,185,198	2,639,471,268	2,683,963,200	2,729,695,779	2,776,704,812
Change in Market Value	4.70%	21.61%	6.13%	3.86%	3.86%	6.82%	2.40%	1.64%	1.66%	1.69%	1.69%
<b>EXISTING TAX CAPACITY</b>	19,157,926	24,264,958	26,048,540	27,126,095	27,126,095	29,120,617	29,994,236	30,894,063	31,820,884	32,775,511	33,758,776
MWF/Cherry Street TIF Capacity reduction	177,980	162,252	190,419	259,176	259,176	291,707	100,000	100,000	100,000	100,000	100,000
TAX CAPACITY Revisions from MV Changes	-1,712,816	-1,748,340	-1,905,276	-2,183,373	-2,183,373	-2,260,677	-2,328,497	-2,398,352	-2,470,303	-2,544,412	-2,620,744
<b>NET TOTAL TAX CAPACITY</b>	<b>17,267,130</b>	<b>22,354,366</b>	<b>23,952,845</b>	<b>24,683,546</b>	<b>24,683,546</b>	<b>26,568,233</b>	<b>27,565,738</b>	<b>28,376,034</b>	<b>29,250,582</b>	<b>30,131,099</b>	<b>31,038,032</b>
Tax Capacity Change	4.50%	29.46%	7.15%	3.05%	3.05%	7.64%	3.75%	2.94%	3.08%	3.01%	3.01%
<b>TAX RATE ON TAX CAPACITY</b>	<b>46.158%</b>	<b>41.301%</b>	<b>44.778%</b>	<b>48.173%</b>	<b>48.173%</b>	<b>47.979%</b>	<b>49.732%</b>	<b>50.698%</b>	<b>58.626%</b>	<b>58.382%</b>	<b>57.860%</b>
<b>TAX RATE % CHANGE</b>	<b>0.49%</b>	<b>-4.86%</b>	<b>3.48%</b>	<b>3.40%</b>	<b>3.40%</b>	<b>-0.19%</b>	<b>1.75%</b>	<b>0.97%</b>	<b>7.93%</b>	<b>-0.24%</b>	<b>-0.52%</b>
Average Valued Home	\$ 334,400	\$ 418,500	\$ 426,000	\$ 430,700	\$ 430,700	\$ 450,300	\$ 463,809	\$ 477,723	\$ 492,055	\$ 506,817	\$ 522,021
Average Valued Home with Market Value Exclusion	\$ 327,300	\$ 418,500	\$ 426,000	\$ 422,913	\$ 422,913	\$ 444,277	\$ 463,809	\$ 477,723	\$ 492,055	\$ 506,817	\$ 522,021
Estimated Annual City Portion of Tax Bill	\$ 1,510.75	\$ 1,728.43	\$ 1,907.54	\$ 2,037.32	\$ 2,037.32	\$ 2,131.58	\$ 2,306.60	\$ 2,421.98	\$ 2,884.71	\$ 2,958.92	\$ 3,020.39
Amount Increase or (Decrease)	\$ 98.81	\$ 217.68	\$ 179.11	\$ 129.78	\$ 129.78	\$ 94.27	\$ 175.02	\$ 115.37	\$ 462.74	\$ 74.20	\$ 61.48
Percent Increase or (Decrease)	7.00%	14.41%	10.36%	6.80%	6.80%	4.63%	8.21%	5.00%	19.11%	2.57%	2.08%



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> December 22, 2025	
<b>Item Name:</b> 9.3. Adopt 2026 Final Budget	
<b>Originating Dept:</b> Finance	
<b>Presented By:</b> Nicole Meyer	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Regular Session
<p><b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2025-308 Adopting 2026 Budget for all General, Enterprise, Special Revenue, Capital Project, and Debt Service Funds</p> <p><b>EXPLANATION OF AGENDA ITEM:</b></p> <p>The City Council has conducted numerous budget work sessions and held a public information meeting to address the proposed 2026 budget for all City funds as part of the budgeting process. The attached resolution reflects the proposed final 2026 summary budget of revenues and expenditures. The entire 2026 budget with all line-item details is available on the City’s website <a href="http://www.waconiamn.gov">www.waconiamn.gov</a> and a copy is available for public review in the lobby of City Hall during regular business hours.</p> <p><b>ATTACHMENTS:</b></p> <ol style="list-style-type: none"> <li>1. Resolution No. 2025-308 Final Budget 2026</li> <li>2. 2026 Budget Summary Report_ All Funds</li> </ol>	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA  
RESOLUTION NO. 2025-306**

**RESOLUTION ADOPTING 2026 BUDGET FOR ALL GENERAL, ENTERPRISE,  
SPECIAL REVENUE, CAPITAL PROJECT, AND DEBT SERVICE FUNDS**

**WHEREAS**, the 2026 budget for all City funds has been prepared in the manner prescribed by the Governmental Accounting Standards Board (GASB); and

**WHEREAS**, Exhibit A is the 2026 Summary Budget for all City funds; and

**WHEREAS**, additional budget detail is available at Waconia City Hall and on the City's website [www.waconiamn.gov](http://www.waconiamn.gov) ; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Waconia hereby adopts the 2026 budgets for all City funds including General, Enterprise, Special Revenue, Capital Project, and Debt Service Funds.

Adopted by the City Council of the City of Waconia this 22<sup>nd</sup> day of December 2025.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



# 2026 All Funds Budget Summary

By Division, Revenues vs Expenditures

All Funds

			Expenses	Revenues	Net
<b>Administrative Services</b>	Administration	101-411 Administration	(1,077,059)	10,403,809	9,326,750
	Central Facilities	101-445 Central Facilities	(532,650)	80,359	(452,291)
	Finance	101-412 Finance	(911,276)	98,475	(812,801)
	Technology	101-413 Technology	(862,370)		(862,370)
		<b>Total Administrative Services</b>	<b>(3,383,355)</b>	<b>10,582,643</b>	<b>7,199,288</b>
<b>Community Development</b>	Building Inspections	101-425 Building Inspections	(317,175)	987,250	670,075
	Economic Development	101-415 Economic Development	(172,000)	60,000	(112,000)
		202-415 Revolving Loan	(6,750)	31,747	24,997
	Planning	101-416 Planning	(775,959)	206,000	(569,959)
		<b>Total Community Development</b>	<b>(1,271,884)</b>	<b>1,284,997</b>	<b>13,113</b>
<b>Culture &amp; Recreation</b>	Recreation - General	101-443 Recreation	(104,460)	20,725	(83,735)
	Recreation - Ice Arena	678-443 Ice Arena	(922,496)	698,250	(224,246)
	Recreation - Safari Island	231-443 Safari Island	(1,483,442)	1,456,751	(26,691)
		<b>Total Culture &amp; Recreation</b>	<b>(2,510,398)</b>	<b>2,175,726</b>	<b>(334,672)</b>
<b>Non-Departmental</b>	Non Departmental	101-000 Transfers	(2,514,675)	406,800	(2,107,875)
		103-000 PIR	(8,530,750)	8,247,900	(282,850)
		105-000 Capital Equipment	(1,733,350)	680,000	(1,053,350)
		107-000 PEG		4,000	4,000
		301-000 2016 Lease Agreement	(139,180)	82,825	(56,355)
		303-000 PIR Debt	(388,775)	364,400	(24,375)
		305-000 2015A GO Bond	(676,950)	12,100	(664,850)
		306-000 2016A GO Bond	(534,975)	417,292	(117,683)
		307-000 2017A GO Bond	(878,525)	563,828	(314,697)
		308-000 2018A GO Bond	(117,520)	108,445	(9,075)
		309-000 2019A GO Bond	(281,785)	276,550	(5,235)
		310-000 2020A GO Bond	(325,230)	307,908	(17,322)
		311-000 2021A GO Bond	(367,980)	386,123	18,143
	312-000 2022A GO Bond	(874,430)	886,092	11,662	

# 2026 All Funds Budget Summary

By Division, Revenues vs Expenditures

All Funds

			<b>Expenses</b>	<b>Revenues</b>	<b>Net</b>
		313-000 2023A GO Bond	(354,230)	361,935	7,705
		314-000 2024A GO Bond	(405,530)	412,153	6,623
		315-000 2025A GO Bond	(201,114)	519,761	318,647
		378-000 Ice Arena Debt Fund	(430,049)	432,000	1,951
		410-000 TIF 1 Workforce Housing	(295)	300	5
		411-000 TIF 2 Auburn Meadows	(243,025)	256,000	12,975
		412-000 TIF 3 Cherry Street	(295)		(295)
		413-000 TIF 4 Pine Business Park	(295)	100	(195)
		414-000 TIF 5 Olive Street Redevelopment	(48,125)	50,100	1,975
		415-000 TIF 6 Olive & 2nd Street Redevelopment	(295)	300	5
		420-000 Clearwater Shores HIA Fund	(5,068)	39,790	34,722
		701-000 Lodging Tax	(36,300)	36,300	
		<b>Total Non-Departmental</b>	<b>(19,088,746)</b>	<b>14,853,002</b>	<b>(4,235,744)</b>
<b>Public Safety</b>	Community Safety	101-427 Community Safety	(3,300)		(3,300)
	Fire	101-423 Fire Department	(1,059,706)	394,200	(665,506)
	Law Enforcement	101-421 Law Enforcement	(1,569,744)	309,959	(1,259,785)
		<b>Total Public Safety</b>	<b>(2,632,750)</b>	<b>704,159</b>	<b>(1,928,591)</b>
<b>Public Services</b>	Public Services-Parks	101-441 Parks	(1,347,785)	15,200	(1,332,585)
		210-441 Park Dedication		301,000	301,000
	Public Services-Streets	101-431 Streets	(2,114,127)	304,806	(1,809,321)
	Utilities-Sewer	602-433 Utilities-Sewer	(9,891,534)	7,078,896	(2,812,638)
	Utilities-Stormwater	655-433 Utilities-Storm Water	(4,080,062)	3,104,461	(975,601)
	Utilities-Streetlights	668-433 Utilities-Streetlights	(383,075)	328,570	(54,505)
	Utilities-Water	601-433 Utilities - Water	(12,905,790)	10,643,700	(2,262,090)
		<b>Total Public Services</b>	<b>(30,722,373)</b>	<b>21,776,633</b>	<b>(8,945,740)</b>
		<b>Total</b>	<b>(59,609,506)</b>	<b>51,377,160</b>	<b>(8,232,346)</b>