

**WACONIA CITY COUNCIL MEETING AGENDA**



**Monday, September 18, 2023  
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: NICOLE WALDRON  
COUNCIL MEMBER : RANDY SORENSEN  
COUNCIL MEMBER: STEVE YETZER  
COUNCIL MEMBER: NICK GLEASON  
COUNCIL MEMBER: JEFF GRENGS

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

Those with items on the agenda should reach out to their staff contact. Others who wish to participate in the meeting, please contact the City Administrator at 952-442-3100 or [sfineran@waconia.org](mailto:sfineran@waconia.org) to make certain that you are called upon during the meeting.

- 1. CALL MEETING TO ORDER AND ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ADOPT AGENDA**
- 4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE**
- 5. PUBLIC HEARING**
  - 1) [PUBLIC HEARING - Annexation Petition - 530 Hartmann Drive](#)  
Open Public Hearing  
  
Motion to close the Public Hearing  
  
Adopt Joint Resolution No. 2023-203 between the City of Waconia and Waconia Township approving the Annexation Petition submitted by Madonna Lemke for the property located at 530 Hartmann Drive as described in Exhibit A and B.
  - 2) [PUBLIC HEARING - 2024 Downtown Reconstruction Phase II](#)  
Open Public Hearing  
  
Motion to Close Public Hearing
- 6. 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) [September 5, 2023 City Council Meeting Minutes](#)  
Approve September 5, 2023 City Council Meeting Minutes
- 2) [September 6, 2023 Special City Council Meeting Minutes](#)  
Approve Minutes from September 6, 2023 Special City Council Meeting
- 3) [Contractor Pay Request #12 - New Fire Station](#)  
Motion to Approve Contractor Payment Request for the New Fire Station Project
- 4) [Kraus Anderson Contractor Pay Request - New Fire Station](#)  
Motion to Approve Contractor Payment Request for the New Fire Station Project
- 5) [September 18, 2023 Expenditures](#)  
Payment of September 18, 2023 Expenditures
- 6) [Horizon Commercial Pool Contractor Pay Request #2 - Safari Island Filter Pump Replacement Project](#)  
Motion to Approve Contractor Payment Request for the Safari Island Filter Pump Replacement
- 7) [Rink Management Services Corporation Safari Island Community Center Expenditures Incurred August 2023](#)  
Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center Incurred in August 2023
- 8) [Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred August 2023](#)  
Motion to Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred in August 2023
- 9) [Lodging Tax Fund Request - Waconia CVB](#)  
Motion to Approve Request for Lodging Tax Reimbursement from the Waconia CVB for Expenditures Incurred August - September 2023.
- 10) [Authorize Approval of Sale of Surplus Fire Vehicle](#)  
Adopt Resolution 2023-204, Authorizing Surplus Fire Vehicle and Sale
- 11) [Facade Improvement Grant - Bode Gray's](#)  
Adopt Resolution 2023-205, Approving Grant Application
- 12) [Contract with Johnson Controls for Fire Alarm Monitoring of Water Tower](#)  
Adopt Resolution 2023-206, Adopting Contract with Johnson Controls for Fire Alarm Panel Monitoring
- 13) [Woodland Creek 4th Addition - Development Agreement - Hartman Communities, LLC](#)  
Adopt Resolution 2023-207 approving the Development Agreement for Woodland Creek 4th Addition.
- 14) [2023 Downtown Phase I Reconstruction Final Costs, Preparing Proposed Assessment, and Calling Public Hearing](#)  
Adopt Resolution #2023-208, Declaring Cost to be Assessed and Ordering the Preparation of Proposed Assessment  
Adopt Resolution #2023-209, Receiving Proposed Assessment and Calling for a Public Hearing on Proposed Assessment
- 15) [Accept Voluntary Resignation and Approve Separation Agreement](#)  
Adopt Resolution #2023-210

## **7. COUNCIL BUSINESS**

- 1) [2024 Budget & Preliminary Levy](#)  
Adopt Resolution No. 2023-211, Adopting the 2024 Preliminary Levy

## **8. ITEMS REMOVED FROM CONSENT AGENDA**

## **9. STAFF REPORTS**

**10. BOARD REPORTS**

- 1) Councilmember Sorensen
- 2) Councilmember Yetzer
- 3) Councilmember Gleason
- 4) Councilmember Grengs
- 5) Mayor Waldron

**11. ANNOUNCEMENTS**

**12. ADJOURN REGULAR MEETING**

.....OFFICE OF THE CITY ADMINISTRATOR  
Shane Fineran

**Work Session:**

- 2024 Capital Investment Plan
- Downtown Retail Land Use

**UPCOMING CALENDAR OF EVENTS/MEETINGS:**

- Park Board - September 21st at 6:30 p.m.
- City Council - October 2nd at 6:00 p.m.
- Planning Commission - October 12th at 6:30 p.m.



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	September 18, 2023
<b>Item Name:</b>	PUBLIC HEARING - Annexation Petition - 530 Hartmann Drive
<b>Originating Department:</b>	Community Development
<b>Presented by:</b>	Ethan Nelson

**Previous Council Action** (if any):

<b>Item Type (X only one):</b>	Consent		Regular Session	X	Discussion Session	
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**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** (Include motion in proper format.)

Open Public Hearing

Motion to close the Public Hearing

Adopt Joint Resolution No. 2023-203 between the City of Waconia and Waconia Township approving the Annexation Petition submitted by Madonna Lemke for the property located at 530 Hartmann Drive as described in Exhibit A and B.

**EXPLANATION OF AGENDA ITEM** (Include a description of background, benefits, and recommendations.)

### **BACKGROUND**

Modonna M. Lemke, (the “Petitioner”) has submitted an Annexation Petition to annex 530 Hartmann Drive (the “Property”). The land proposed for annexation owned by Modonna M. Lemke is described as PID number 09.7750010 and denoted in Exhibits A and B, attached to this report. The afore-mentioned parcel is currently located in Waconia Township, Minnesota and the annexation has been submitted due to the property owner's desire to connect to the City water and sewer infrastructure.

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

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

Upon application to annex by the Petitioner, staff has completed the necessary public hearing requirements. Public notice was published in the Waconia Patriot on September 7<sup>th</sup>, 2023. Public hearing notices were sent to Waconia Township and all affected property owners. As of the date of this report, no public hearing comments have been received regarding this annexation request.

Waconia Township approved the Orderly Annexation Joint Resolution at their regular meeting on August 28th, 2023.

**RECOMMENDATION**

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

**Attachments:**

1. [1. Joint Resolution 2023-203 \(7 Pages\)](#)
2. [2. Location Map \(1 Page\)](#)
3. [3. Petition for Annexation \(1 Page\)](#)
4. [4. Public Hearing Notice \(1 Page\)](#)

***FINANCIAL IMPLICATIONS:***

Funding Sources & Uses:

***ADVISORY BOARD RECOMMENDATIONS:***

Budget Information:

\_\_\_\_\_ Budgeted  
 \_\_\_\_\_ Non Budgeted  
 \_\_\_\_\_ Amendment Required

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other

**JOINT RESOLUTION OF THE CITY OF WACONIA AND THE TOWNSHIP OF WACONIA PURSUANT TO MINNESOTA STATUTES §414.0325, DESIGNATING AN UNINCORPORATED AREA IN NEED OF ORDERLY ANNEXATION, CONFERRING JURISDICTION OF THE AREA ON THE CHIEF ADMINISTRATOR LAW JUDGE OF THE MINNESOTA STATE OFFICE OF ADMINISTRATIVE HEARINGS, AND AGREEING TO IMMEDIATE ANNEXATION OF THE AREA TO THE CITY OF WACONIA.**

City of Waconia Resolution No. \_\_\_\_\_

Township of Waconia Resolution Date: \_\_\_\_\_

8/28/23

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

WHEREAS, the City of Waconia (the "City") and the Township of Waconia (the "Township") desire to enter into this Joint Resolution for Orderly Annexation to designate an area of the Township in need of orderly and immediate annexation for the purpose of bringing such area into the city limits; and

WHEREAS, a request from all of the property owners of the area proposed for designation and immediate annexation was received; and

WHEREAS, the area to be annexed is approximately 0.6 acres and adjoins the City, is urban or suburban in character, and the City is capable of providing services, if any, required by the area within a reasonable time; and

WHEREAS, it is deemed appropriate and in the best interests of both the City and the Township that said area be designated as in need of orderly annexation and be immediately annexed to the City.

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

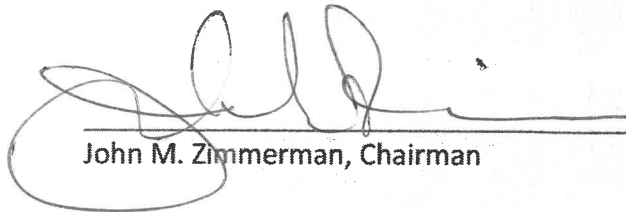
1. The area subject to this Joint Resolution and designated for orderly and immediate annexation is legally described on attached **Exhibit A** and depicted with hatching on the map attached as **Exhibit B** (the "Land").

2. The orderly annexation area consists of approximately 0.6 acres, the population of the area is 1, and the land use type is residential.
3. The area is in need of orderly annexation and is for the purpose of providing municipal utility services to the Land.
4. This Joint Resolution confers jurisdiction on the chief administrative law judge over the annexation area and over the various provisions of this Joint Resolution.
5. This Joint Resolution provides for the conditions of annexation. No alteration of the stated boundaries are appropriate and no consideration by the chief administrative law judge is necessary. The chief administrative law judge may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of this resolution.
6. There will be no change in the electric service or cost resulting from the annexation.
7. That for purposes of real estate taxation, if the annexation becomes effective on or before August 1 of a levy year, the City of Waconia may levy on the annexed area beginning with the same levy year. If the annexation becomes effective after August 1 of a levy year, Waconia Township may continue to levy on the annexed area for that levy year, and the City of Waconia may not levy on the annexation area until the following levy year.
8. There are no special assessments assigned by the Township to the Land and no debt incurred by the Township prior to the annexation and attributable to the Land need to be reimbursed.
9. To the extent, if any, that the annexation area contains streets or roadways, the City shall be solely responsible for any maintenance or improvements after the annexation has been ordered.
10. Tax Reimbursement. Pursuant to Minnesota Statutes §414.036, the City and the Township acknowledge that the reimbursement for taxable property has been satisfied. The owner of the Land and the Township have agreed that a single payment of \$ 300 will be made to the Township for the taxable property annexed by this Joint Resolution. The payment has already been made and a copy of the Township's receipt acknowledging payment is attached as **Exhibit C** (the "Receipt").
11. If the Minnesota Department of Transportation or the Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments requests technical corrections to the legal description attached as **Exhibit A** or the map attached as **Exhibit B**, then: i) City staff may make the requested corrections and attach revised exhibits to this Joint Resolution without further action of the City or Township; and ii) the Joint Resolution, with corrected exhibits, shall remain effective, valid, and enforceable.

$\frac{\$500}{\text{Acres}}$   
 $\times 0.6 \text{ acres}$   
 calculate to lot size + issue check - *JMS*

12. This Joint Resolution is effective upon approval and adoption by both the City Council of the City of Waconia and the Board of Supervisors of the Township of Waconia.

Passed and adopted by the **Board of Supervisors of the Township of Waconia** this 28 day of August, 2023.

  
\_\_\_\_\_  
John M. Zimmerman, Chairman

ATTEST: Sue Goede-Clerk  
Sue Goede, Clerk

Passed and adopted by the **City Council of the City of Waconia** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Nicole Waldron, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, City Clerk

EXHIBIT B

Map

EXHIBIT B-1

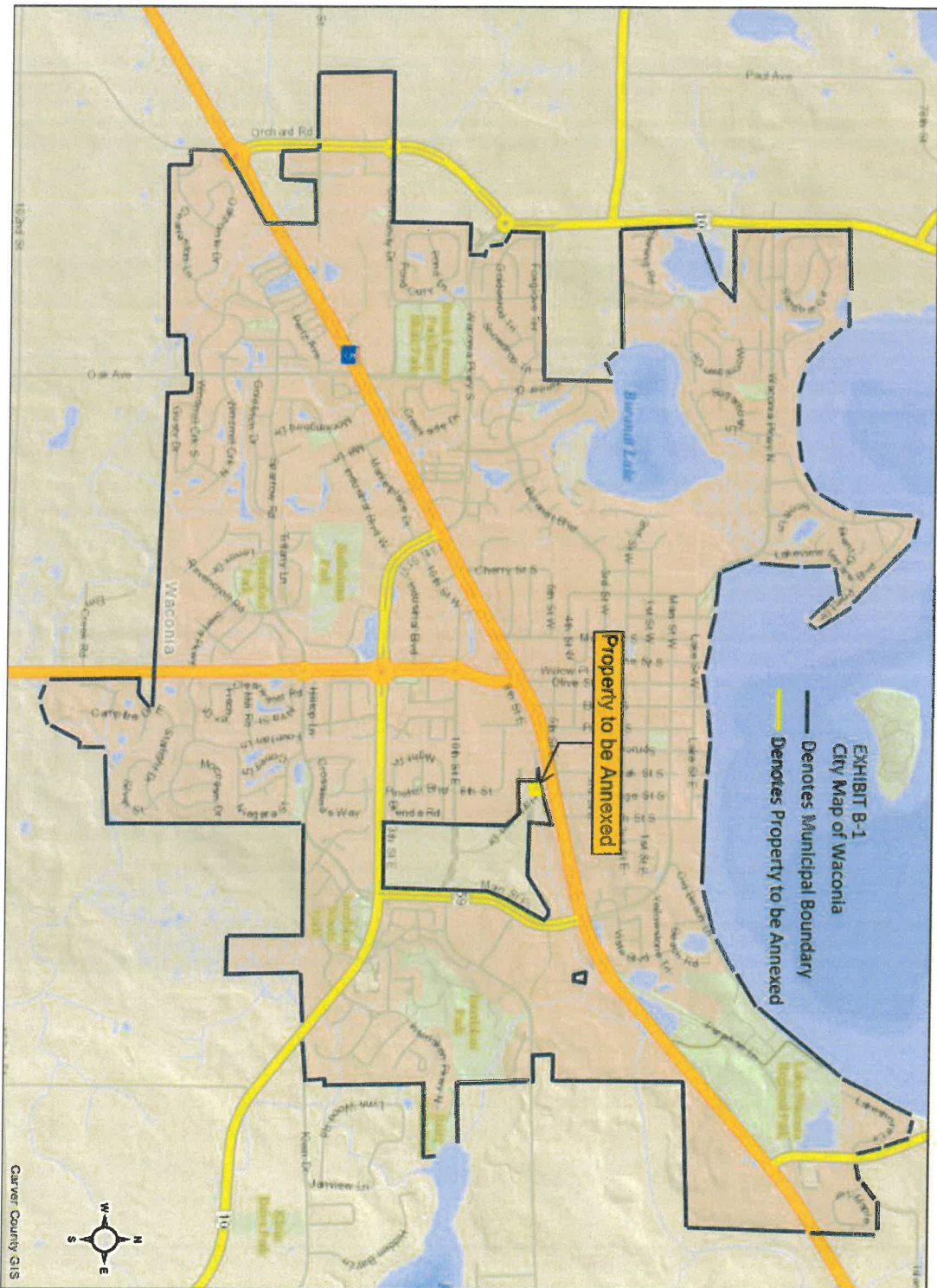


Exhibit B

EXHIBIT B-2

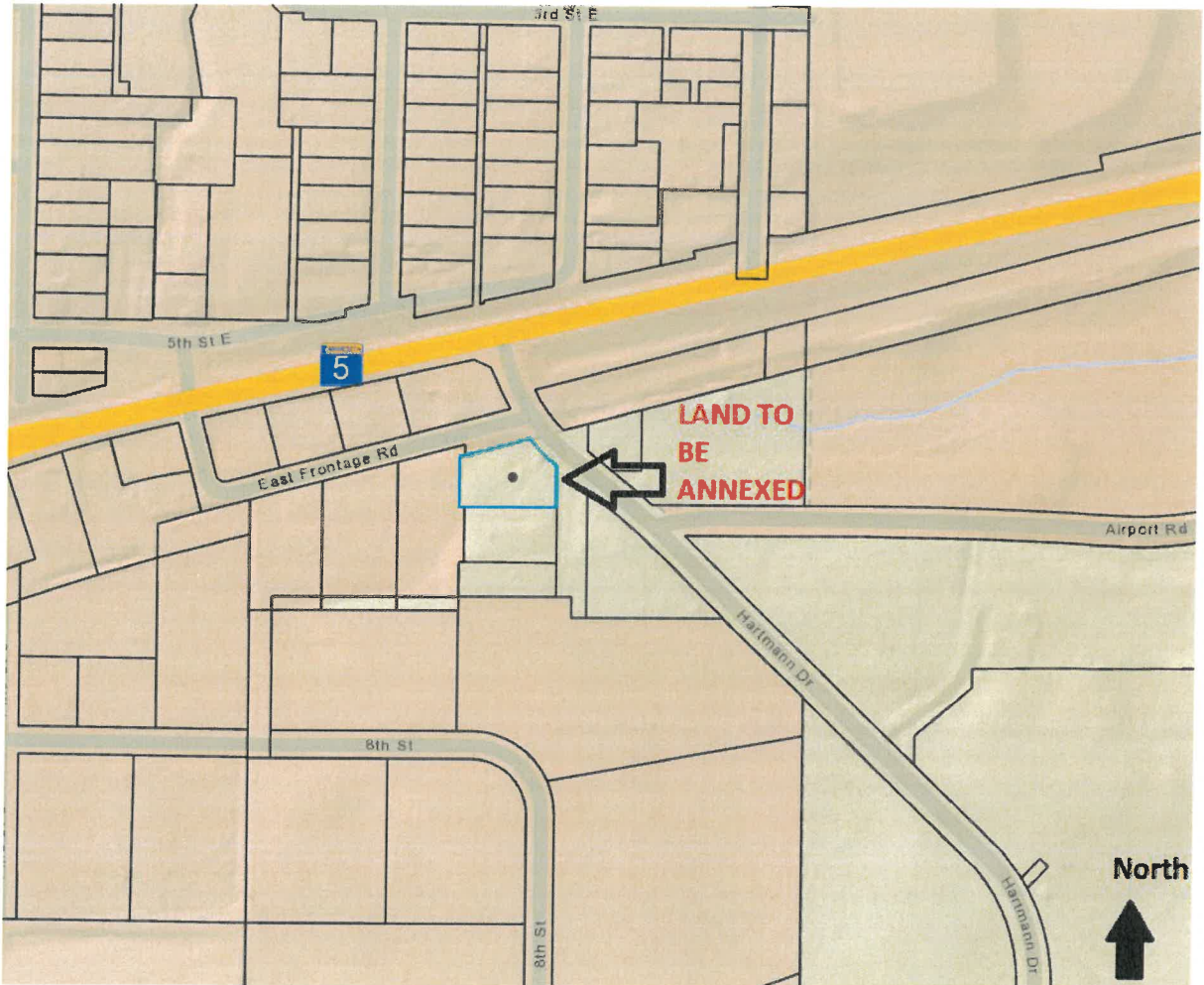


Exhibit B

**EXHIBIT C**  
**Form of Receipt**

WACONIA TOWNSHIP

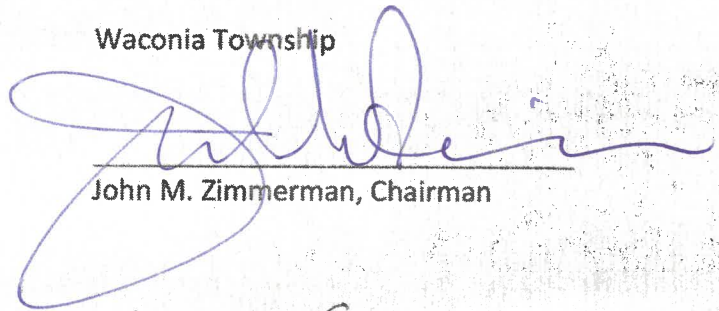
RECEIPT FOR REIMBURSEMENT TO TOWNSHIP

FOR ANNEXATION OF TAXABLE PROPERTY

Sept 11, 2023

Pursuant to Minnesota Statutes Section 414.036, the Town of Waconia hereby acknowledges the receipt of a single payment of \$ 300 as reimbursement for all the taxable property being annexed to the City of Waconia as described on Exhibit A and depicted on Exhibit B attached hereto and approves the annexation of such land. There are no special assessments assigned by Waconia Township to the annexed property and no debt incurred by the Township prior to the annexation attributable to the property annexed.

Waconia Township



John M. Zimmerman, Chairman

~~\* NOT REIMBURSED YET~~



**City of Waconia**

201 Vine Street South, Waconia, MN 55387

**Landscape\_8x11**

September 2023

Ethan Nelson, Assistant Planner  
City of Waconia  
201 South Vine Street  
Waconia, MN 55387

RE: Voluntary Annexation Request

Dear Ethan:

As the owner of the below-referenced property, I would like the City of Waconia to consider my request for annexation. The property in question is located at 530 Hartmann Drive, parcel ID# 097750010, PLSSTWP116, RNG 025, SEC 24. The size of the tract is 0.6 acres and it is contiguous to the city limits.

Sincerely,

A handwritten signature in cursive script that reads "Madonna M. Lemke".

Madonna M. Lemke

CERTIFICATE OF DEATH

STATE FILE NUMBER 2023-MN-007149

DECEDENT HARLAN JAMES LEMKE
LAST NAME BEFORE FIRST MARRIAGE
ALSO KNOWN AS
SOCIAL SECURITY NUMBER 474 - 50 - 9743
SEX MALE
BORN MAY 13, 1944
PLACE OF BIRTH WACONIA MINNESOTA

DATE OF DEATH FEBRUARY 21, 2023
PLACE OF DEATH GOOD SAMARITAN SOCIETY WACONIA
WACONIA CARVER MINNESOTA

MARITAL STATUS MARRIED
SPOUSE MADONNA
LAST NAME BEFORE FIRST MARRIAGE SIMONS
RESIDENCE WACONIA CARVER MINNESOTA
PARENT EMMA NEUMANN
PARENT HILMER LEMKE
FUNERAL HOME JOHNSON FUNERAL HOME
DISPOSITION CREMATION

CAUSE OF DEATH IMMEDIATE AMML
UNDERLYING

OTHER CONTRIBUTING CONDITIONS

MANNER NATURAL
MEDICAL CERTIFIER JAMES BYRON CURRIE, M.D.
424 HIGHWAY 5 W, WACONIA, MINNESOTA, 55307

THIS RECORD HAS NOT BEEN AMENDED

THIS IS A TRUE AND CORRECT RECORD OF DEATH REGISTERED IN THE MINNESOTA OFFICE OF VITAL RECORDS.



10A-000106206

MR&C Certificate ID 14509196

FILED: FEBRUARY 22, 2023

Molly Mulcahy Crawford

Molly Mulcahy Crawford
STATE REGISTRAR

ISSUED MARCH 01, 2023

CARVER COUNTY RECORDER

THIS CERTIFICATE IS VALID ONLY WHEN PRINTED ON OFFICIAL WATERMARKED SECURITY PAPER WITH A SECURITY THREAD AND STATE SEAL OF MINNESOTA.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE





## Public Hearing Notice Map

**Subject Property: 530 Hartmann Drive**

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

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

The land proposed for annexation is owned by Harlan J & Madonna M Lemke and described as the northern portion of PID number 097750010. The parcel is in Waconia Township, Minnesota. The land is depicted in the cross hatched area on attached Exhibit A. Full sized Legal description available upon request.

**NOTICE IS FURTHER GIVEN** that such hearing will be held in the Council Chambers of the City Hall in the City of Waconia at 201 Vine Street South on **Monday, September 18, 2022, at 6 p.m.**, at which time and place the City Council as required by law will consider the proposed annexation and shall hear all persons or parties interested in this matter.

CITY OF WACONIA

Ethan Nelson, Assistant Planner



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	September 18, 2023
<b>Item Name:</b>	PUBLIC HEARING - 2024 Downtown Reconstruction Phase II
<b>Originating Department:</b>	Administration
<b>Presented by:</b>	Shane Fineran
<b>Previous Council Action (if any):</b>	Adopted Resolution #2023-194 Received Feasibility Report & Calling Public Hearing

<b>Item Type (X only one):</b>	Consent	<input type="checkbox"/>	Regular Session	<input checked="" type="checkbox"/>	Discussion Session	<input type="checkbox"/>
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**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** *(Include motion in proper format.)*

Open Public Hearing

Motion to Close Public Hearing

**EXPLANATION OF AGENDA ITEM** *(Include a description of background, benefits, and recommendations.)*

On August 21, 2023 the City Council received the feasibility report related to the proposed 2024 Downtown Reconstruction Phase II Project. As part of the process related to the project and future assessment of eligible project costs a public hearing shall be held for those impact to received information and provide comment to the City Council prior to ordering the final design and improvements.

Property owners within the proposed project area have been notified of the public hearing and include the following areas:

- Main Street W from Olive Street to Elm Street
- Main Street E from Elm Street to Spruce Street
- Elm Street S from Main Street E to First Street
- Pine Street S from Main Street E to First Street
- Spruce Street S from Main Street E to First Street

City Engineer Jake Saulsbury will be provide a short presentation as part of the public hearing.

**Attachments:**

1. [2023-08-15 Downtown Recon Ph 2 Feasibility Report - reduced.pdf](#)
2. [2023-09-18 Improvement Hearing.pptx](#)

<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>	
Funding Sources & Uses: PIR Capital Fund		
Budget Information:	Planning Commission	
<input checked="" type="checkbox"/> Budgeted	Parks and Recreation Board	
_____ Non Budgeted	Safari Island Advisory Board	
_____ Amendment Required	Other	

**FEASIBILITY STUDY**

**FOR**

**DOWNTOWN RECONSTRUCTION, PHASE 2**  
**PROJECT**

**CITY OF WACONIA, MN**



**AUGUST 2023**

**PREPARED BY:**  
**BOLTON & MENK, INC.**  
**2638 SHADOW LANE SUITE 200**  
**CHASKA, MN 55318**



Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

Ph: [952] 448-8838  
Fax: [952] 448-8805  
Bolton-Menk.com

August 15, 2023

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

**RE: Downtown Reconstruction, Phase 2 Project**

Honorable Mayor and City Council Members:

Pursuant to your request we have prepared a Feasibility Study for project components to be included in the Downtown Reconstruction, Phase 2 Project. These components include the following:

- Street reconstruction, sidewalk reconstruction, sanitary sewer, watermain, and storm sewer replacements of Main Street from Olive Street to Spruce Street and of Elm Street, Pine Street and Spruce Street from Main Street to First Street.
- Constructing a new stormwater reuse system consisting of an underground storage chamber on Vine Street north of Main Street and associated drainage and distribution systems.

This report includes maps and drawings indicating the proposed improvements and a proposed method of financing and funding. I am available to discuss this report and this proposed project at your convenience.

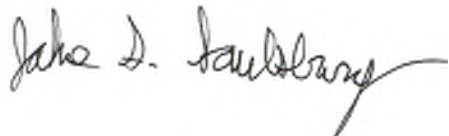
Respectfully Submitted,  
**Bolton & Menk, Inc.**

**Jake S. Saulsbury, P.E.**

Enclosure

**FEASIBILITY STUDY**  
**FOR**  
**DOWNTOWN RECONSTRUCTION, PHASE 2 PROJECT**  
**CITY OF WACONIA, MINNESOTA**

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



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Jake S. Saulsbury, P.E.

Date: August 15, 2023

Registration No. 42713

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APPENDIX C – GEOTECHNICAL REPORT

## FIGURES & TABLES

### **FIGURES**

### **DESCRIPTION**

Figure 1.1	Project Location Map
Figure 2.1	Street & Sidewalk Reconstruction
Figure 2.2	Typical Street Sections
Figure 2.3	Parking Lot Improvements
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### **TABLES**

### **DESCRIPTION**

Table 4.1	Preliminary Assessment Roll
Table 4.2	Bond Debt Service & Proposed Funding Sources
Appendix A	Itemized Cost Estimates

## SUMMARY & CONCLUSIONS

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### A. STUDY SCOPE

It is proposed that improvements to the infrastructure be constructed or reconstructed to provide the public with a sustainable system of roads, utilities, and pedestrian facilities to augment the City with good water quality, greater connectivity among residents, safer traveling for vehicles and pedestrians, and a healthier quality of life. This study investigates the feasibility of the proposed improvements, provides related project cost estimates, and recommends a proposed method for financing and funding the project. The location of these improvements is shown on Figure No. 1.1 and consists of the following project components:

1. Reconstruction of Main Street (from South Olive Street to South Spruce Street), South Elm Street, South Pine Street, South Spruce Street (from Main Street to First Street), and the parking lot in the southwest corner of Elm Street and First Street:
  - Removal and reconstruction of the entire 80-foot road right-of-way of Main Street and the entire 66-foot road right-of-way of Elm Street, Pine Street, and Spruce Street.
  - Reconstruction of Main Street and Elm Street to the City's truck route section.
  - Reconstruction of Pine Street and Spruce Street to City's residential section.
  - Replacement of the sanitary sewer system, including service laterals.
  - Replacement, upsizing, and expansion of the water system, including replacement of hydrants, gate valves, and services.
  - Replacement and expansion of the existing storm sewer system, including the addition of stormwater treatment.
  - Reconstruction of the existing sidewalks along Main Street, Elm Street, and Pine Street.
  - Construction of a stormwater reuse system on Vine Street with distribution mains located along Main Street, Elm Street, Pine Street, and Spruce Street.

The City Council requested two alternatives to be reviewed for Main Street between Elm Street and Pine Street. The contents of this Feasibility Study and the widths of the roadway, parking areas, and sidewalks contained herein reflect the City Council's direction.

## **B. ESTIMATED COSTS, FUNDING, AND FINANCING**

Estimated project costs for each of the project components are provided in Appendix A. The project costs are summarized as follows:

1.) Option A Street Reconstruction	\$4,242,600
2.) Option B Street Reconstruction	\$4,225,800
3.) Parking Lot Reconstruction	\$299,800
4.) Utility Reconstruction	\$1,325,000
5.) Storm Water Reuse System	\$2,703,700

Option A Total Project Cost - **\$8,571,100**

Option B Total Project Cost - **\$8,554,300**

The proposed method of financing for the Downtown Reconstruction, Phase 2 Project is through the sale of a combined bond consisting of a Chapter 429 General Obligation Bond, a Chapter 115 Sanitary Sewer Revenue Bond, and a Chapter 444 Water and Storm Water Revenue Bond. The Chapter 429 Bond would be used for the street/storm sewer reconstruction. The Chapter 115 Bond would be used for the sanitary sewer reconstruction. The Chapter 444 Bond would be used for the watermain reconstruction and miscellaneous drainage improvements. PIR Capital Improvement cash would be used for the sidewalk improvements. This proposed method will be discussed further with the Finance Director and the City's Financial Consultant.

## **C. OVERALL FEASIBILITY AND COST EFFECTIVENESS**

All improvements addressed within this report are feasible from a technical standpoint. This study addresses issues with failing or non-existent infrastructure including street pavement, storm sewer, watermain, sanitary sewer, storm water reuse, and sidewalk facilities. The improvements are necessary to provide safe and adequate infrastructure and represent cost effective solutions for doing so. Detailed cost estimates for all project components have been completed and are located in Appendix A.

## SECTION 1 - INTRODUCTION

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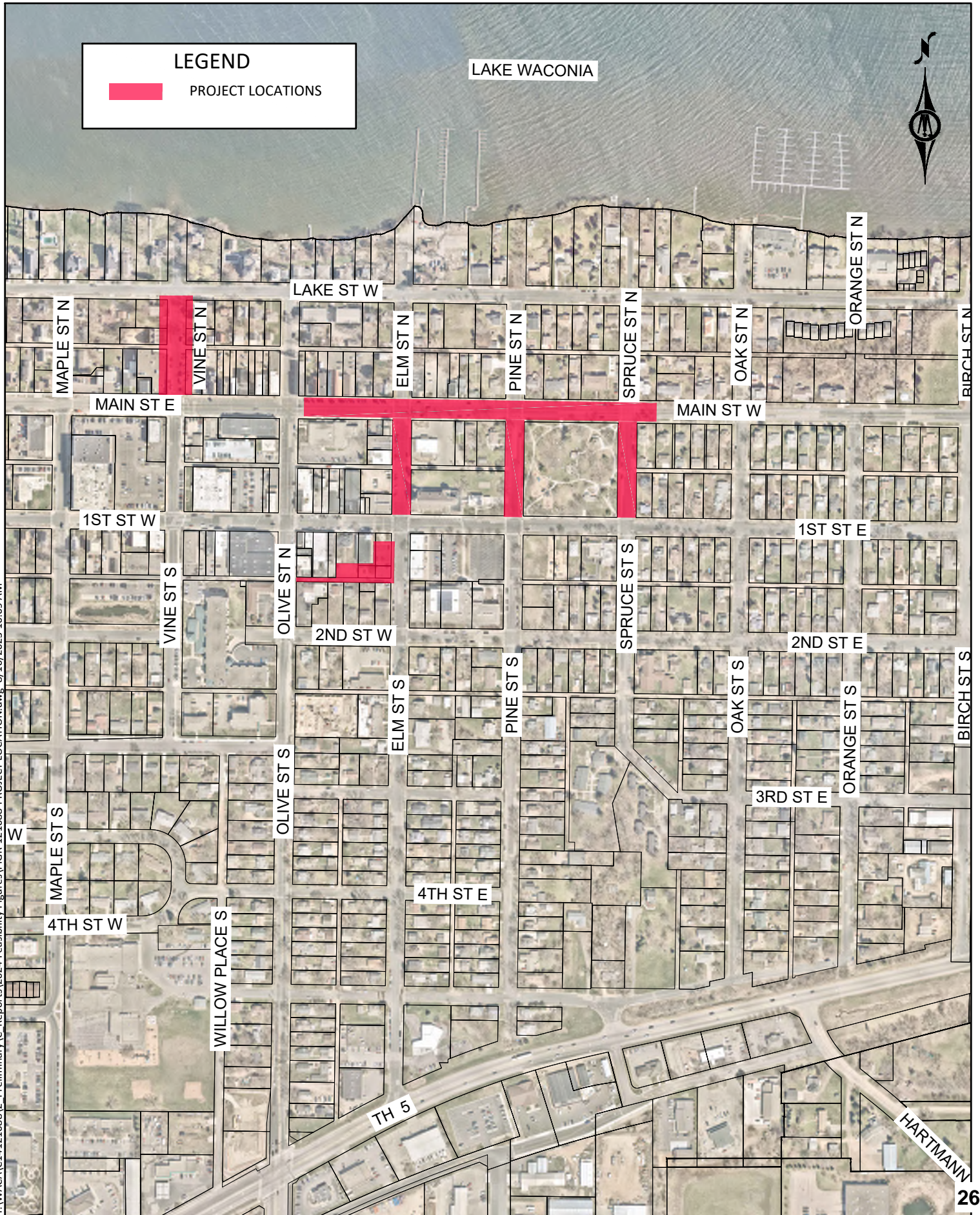
### A. IMPETUS

The impetus for this report is a request from the City of Waconia to evaluate the feasibility of planned improvements for the upcoming year. Figure No. 1.1 shows the proposed project location for the Downtown Reconstruction, Phase 2 Project.

### B. REPORT ORGANIZATION

To address the various projects in an orderly manner, this report is organized into four (4) sections, shown below:

- Section 1 - Introduction
- Section 2 - Street and Utility Reconstruction
- Section 3 - Stormwater Reuse Improvements
- Section 4 - Financing / Funding



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## SECTION 2 - STREET AND UTILITY RECONSTRUCTION

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### A. STREET IMPROVEMENTS

Figure No. 2.1 indicates the two proposed options for Main Street between Elm Street and Pine Street and the proposed improvements on Pine Street and Spruce Street. The street improvements include removal of the existing road sections on each of the highlighted roads and rebuilding them to current city standards, including replacement of existing curb and gutter sections. Options the City Council requested to be reviewed are outlined below:

1. Main Street (Olive Street to Elm Street)

The proposed street section for Main Street from Olive Street to Elm Street consists of a 62-foot-wide street with curb and gutter, matching the adjacent street section to the west that was reconstructed as part of the Phase 1 project. The proposed sidewalk on Main Street between Olive Street and Elm Street would be 9-feet wide on both sides of the roadway. The 9-foot sidewalk would increase the sidewalk width by approximately 1-foot on each side. Parking on Main Street between Olive Street and Elm Street would remain 60-degree parking on the north side of the road and parallel parking on the south side. The parking stall count would remain approximately the same as existing on this block of Main Street.

2. Main Street (Elm Street to Pine Street) - Option A

The proposed street section for Option A consists of a 62-foot-wide street with curb and gutter increasing the street width by approximately 8 feet. The 8 feet of increased street width would come from widening both the north and south sides of the roadway by 4 feet. Increasing the street width allows for 60-degree angled parking on the north side of Main Street which gains 8 parking stalls over the existing condition. Parking on the south side of Main Street would remain parallel parking. Option A would also increase the sidewalk width from 5 feet to 9 feet on both sides of Main Street.

3. Main Street (Elm Street to Pine Street) - Option B

The proposed street section for Option B consists of a 62-foot-wide street with curb and gutter through the commercial section of the block and 52-foot-wide street with curb and gutter through the residential section of the block. This option would increase the street width by approximately 8 feet through the commercial section of the block. The increase in street width would be approximately 4 feet on both the north and south sides of the road. Parking on the commercial section of the block would be 60-degree angled parking on the north side of the road and parallel on the south side. The parking on the north side of the road would switch to parallel parking through the residential section of the block. The south side of the road would remain parallel parking throughout the entire block. Option B's parking arrangement would result in an increase of 4 parking stalls over the existing condition. Option B would increase the sidewalk width to 9 feet in the commercial section of the block and taper into a 6-foot sidewalk with an 8-foot grass boulevard in the residential section of the block.

4. Main Street (Pine Street to Spruce Street)

The proposed street section for Main Street from Pine Street to Spruce Street consists of a 52-foot-wide street with curb and gutter. This results in no width change. Parking on the north and south sides of the road would remain parallel parking. The sidewalk on the north side of the road is proposed to be widened to 6 feet and to have a 4-foot grass boulevard.

5. Elm Street

The proposed street section for Elm Street consists of a 52-foot-wide street with curb and gutter, which matches the existing street width. Elm Street is proposed to have 7-foot sidewalks on both the east and west sides of the roadway. The parking arrangement on Elm Street would consist of 19-foot, 60-degree angled parking on the west side of the street and 9-foot parallel parking on the east side. With this parking layout there would be 12-foot drive lanes and approximately the same number of parking stalls as the existing condition.

6. Pine Street

The proposed street section for Pine Street consists of a 45-foot-wide street with curb and gutter, which matches the existing street width. Pine Street is proposed to have a 6-foot-wide sidewalk with a 3-foot grass boulevard on the west side of the roadway. The existing sidewalk on the east side of the roadway in City Square Park will be left as is, except for the reconstruction of the pedestrian ramps at the intersections. Parking on Pine Street will remain parallel parking, and the parking stall count shall remain similar to the existing condition.

7. Spruce Street

The proposed street section for Spruce Street also consists of a 45-foot-wide street with curb and gutter, decreasing the street width by less than 1-foot. Spruce Street is not proposed to have any sidewalk on the east side of the roadway. The existing sidewalk on the west side of the roadway in City Square Park will be left as is, except for the reconstruction of the pedestrian ramps at the intersections. Parking on Spruce Street will remain parallel parking, and the parking stall count shall remain similar to the existing condition.

8. Off Site Park Lot Improvements

With this project the City reviewed and evaluated the possibility of additional parking areas close to the downtown area. Figure No. 2.3 illustrates one of the potential locations near the intersection of Elm Street and First Street. This site would require coordination with the property owner and reserving some parking stalls for tenants. With the preliminary layout shown in Figure No 2.3 it would create a paved and striped lot with 30 to 35 parking stalls in the downtown area. The parking lot would be constructed with a typical section of 2 lifts of bituminous pavement (4.5”) and an aggregate base depth of 9.0”.

Construction of a standard truck route section includes three lifts of bituminous pavement (6.5”), aggregate base (12.0”), and select granular borrow (12.0”) underlain by geotextile fabric. The typical residential street section includes 2 lifts of bituminous pavement (4.5”), aggregate base (8.0”), and select granular borrow (12.0”). Both street sections are constructed on top of a compacted subgrade and both also contain draitile behind the curb. The typical section for the City standard truck route and residential section are

shown on Figure No. 2.2. The results of the soils investigation indicate poor soils could be encountered near the middle of the block on Pine Street. To provide a suitable subgrade, a layer of stabilizing aggregate will likely be needed in these areas. The 12” of select granular borrow and these additional materials are considered extra section items and are therefore not considered to be assessable.

The staging for construction will generally fall into three or four construction stages. These stages will be determined determine the final design phase of the project to help keep adequate parking, pedestrian access, and business access available at all times. The stages will be continually changing as the work progresses from utilities to street construction and will be adjusted as necessary.

## **B. STORM SEWER IMPROVEMENTS**

The existing storm sewer systems on Main Street and Elm Street will be removed and reconstructed as shown on Figure No. 2.4. New storm sewer is proposed to be constructed on Spruce Street for future connection with storm sewer on First Street. The existing drainage patterns will primarily be maintained.

Additional stormwater treatment will be required in order to meet the Carver County Watershed Management Organization’s rules. Due to the limited amount of green space in the right-of-way, underground treatment options will be evaluated during the final design phase of the project.

The total estimated cost for the proposed street and storm sewer reconstruction improvements is \$3,744,600. Of this amount, \$564,000 is considered assessable. Itemized cost estimates are provided in Appendix A of this report. Financing and funding for the entire project is discussed in Section 4.

## **C. SIDEWALK IMPROVEMENTS**

The proposed sidewalk reconstruction locations and alternates are also shown on Figure No. 2.1. The two proposed options for the Main Street sidewalk are for the block between Elm Street and Pine Street. The current sidewalk on Main Street from Elm Street to Pine Street will be reconstructed and the width of sidewalk/boulevard will vary depending on which street width is selected. The current sidewalk along both sides of Main Street from Olive Street to Elm Street are proposed to be reconstructed to a width of 9-feet. Elm Street sidewalk is proposed to be reconstructed in the same location to a width of 7-feet

depending on building locations. The current 5-foot sidewalk on Pine Street is proposed to be reconstructed to a width of 6 feet with a 3-foot boulevard. The current sidewalk on the north side of Main Street from Pine Street to Spruce Street is proposed to be reconstructed to a width of 6 feet with a 4-foot boulevard. All existing and proposed pedestrian ramps will be constructed to Americans with Disabilities Act (ADA) standards to provide adequate access to all users.

The total estimated cost of the sidewalk improvements is \$498,000 which is not considered an assessable cost. An itemized cost is provided in Appendix A of this report. Financing and funding for the entire project is discussed in Section 4.

#### **D. SANITARY SEWER IMPROVEMENTS**

The sanitary sewer improvements consist of reconstruction of sewer main, manholes, and sewer services on Main Street and Elm Street as shown on Figure No. 2.5. The sewer reconstruction consists of replacing the old and deteriorated, clay sewer system with an 8-inch PVC sewer main and with sewer services from the main to the property line. Sanitary manholes will be reconstructed, and new sewer will be stubbed out of the intersections and connected to the existing pipes north and east of the Main Street and Spruce Street intersection.

The total estimated cost for all of the sanitary sewer improvements is \$411,500. Of this amount, \$181,100 is considered assessable. Itemized cost estimates are provided in Appendix A. Financing and funding is discussed in Section 4.

#### **E. WATERMAIN IMPROVEMENTS**

Figure No. 2.6 indicates the proposed watermain improvements. The existing watermain consists of 4-inch main on Elm Street and 6-in main on Main Street. The existing system is aging and is susceptible to breakages and leaks. Breakages and leaks result in high maintenance and repair costs, service disruptions, and saturation of the street subgrade. Therefore, the proposed improvements include removing and replacing the entire watermain system within the street right-of-way and upsizing to an 8-inch main. Replacement includes the mainline, gate valves, hydrants, and services. The watermain reconstruction will stop short of the intersection of Elm Street and First Street in order to not impact that intersection. The proposed work includes adding watermain on Spruce Street between Main Street and First Street to create a loop. This loop will improve water quality and will assist with operations by allowing for smaller isolation zones in the

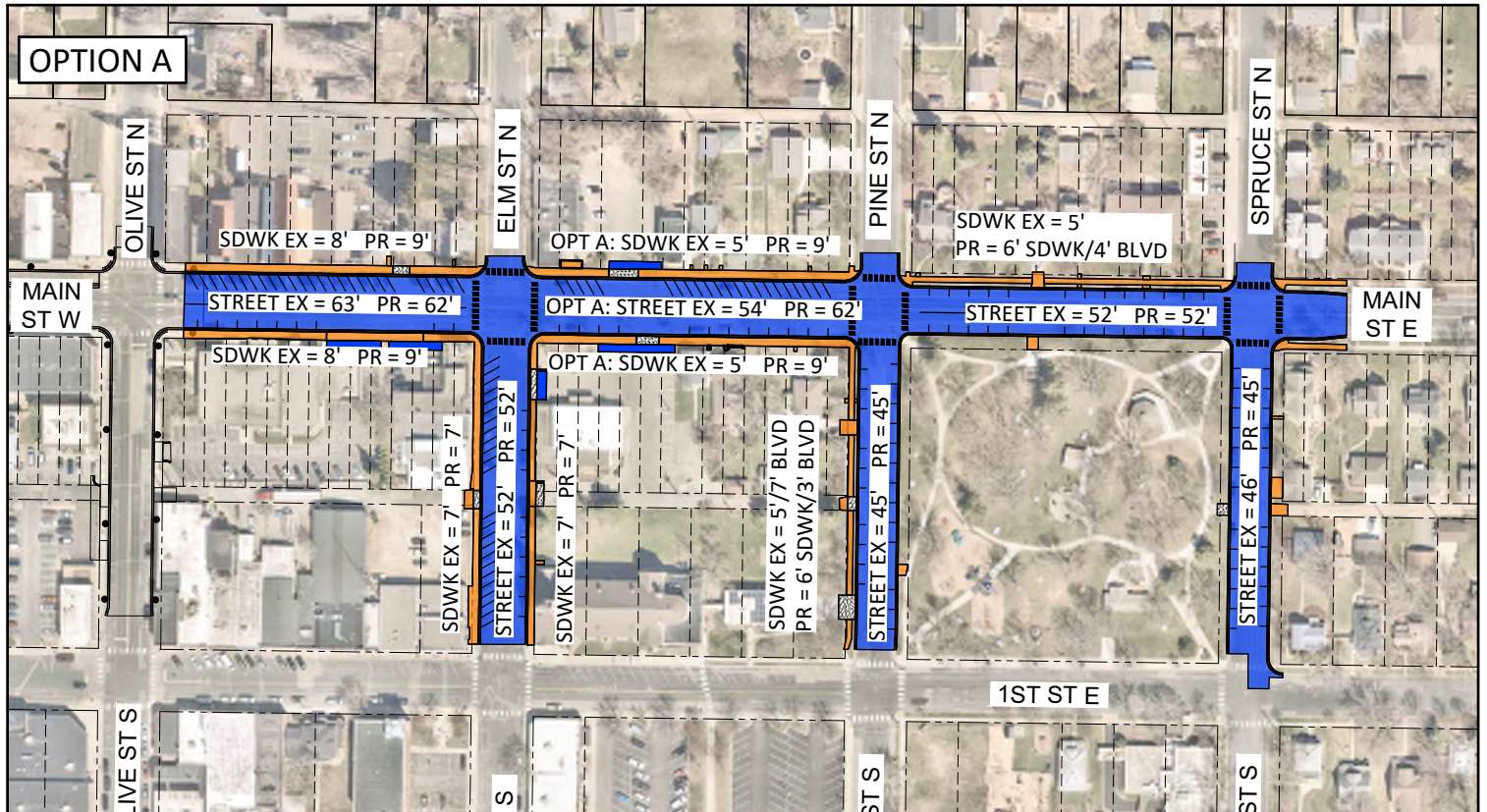
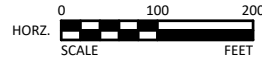
downtown area. The watermain looping is considered an extra item and is therefore not considered assessable. The new watermain will be stubbed out to the north and the east of the Main Street and Spruce Street intersection and connected to the existing pipes so the intersection will not need to be reconstructed again with future adjacent projects.

Water services along Main Street and Elm Street will be constructed into the buildings that are adjacent to the road. This will involve connecting inside the buildings and extra work to bore through the foundation walls and make any necessary adjustments to interior connections. Curb stops will be constructed within the city right-of-way for future operation and maintenance needs as standard practice.

The proposed pipe material is polyvinyl chloride pipe (PVC). This pipe is more resistant to corrosion from the in-place clay soils. Previous geotechnical evaluations on adjacent projects included soil resistivity testing to determine how corrosive the in-place soils are. These tests resulted in resistivity values showing the in-place soil to be moderately corrosive. To protect the watermain against corrosion, the following steps will be taken during construction:

- All hydrants and gate valves will be manufactured and secured utilizing stainless steel bolts.
- All fittings will be coated with fusion bonded epoxy.
- All ductile iron pipe, fittings, valves, valve boxes, and hydrant risers will be wrapped in polyethylene encasement material and provided with cathodic protection.

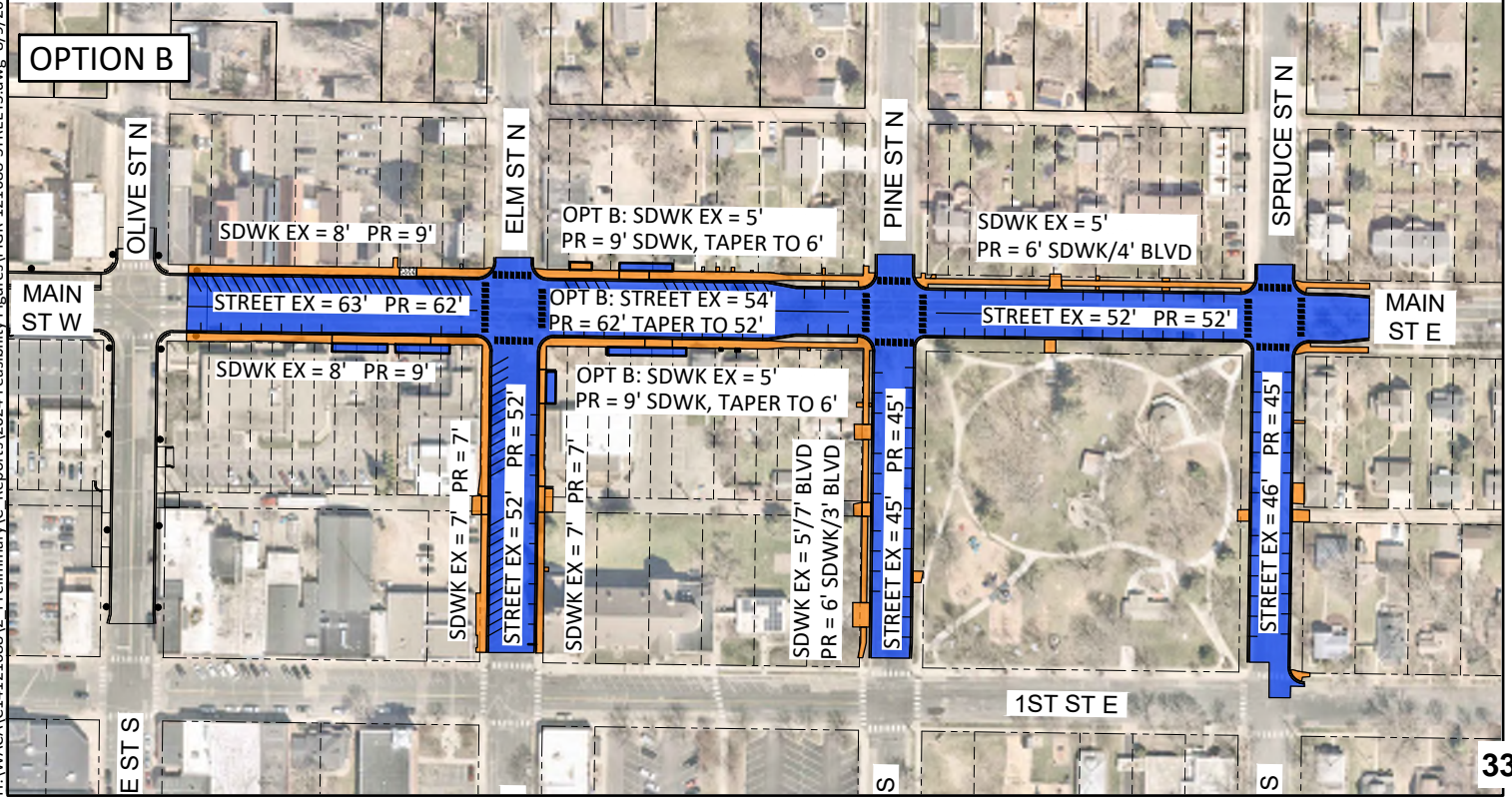
The total estimated cost for all of the watermain improvements is \$913,400. Of this amount, \$351,900 is considered assessable. Itemized cost estimates are provided in Appendix A. Financing and funding is discussed in Section 4.



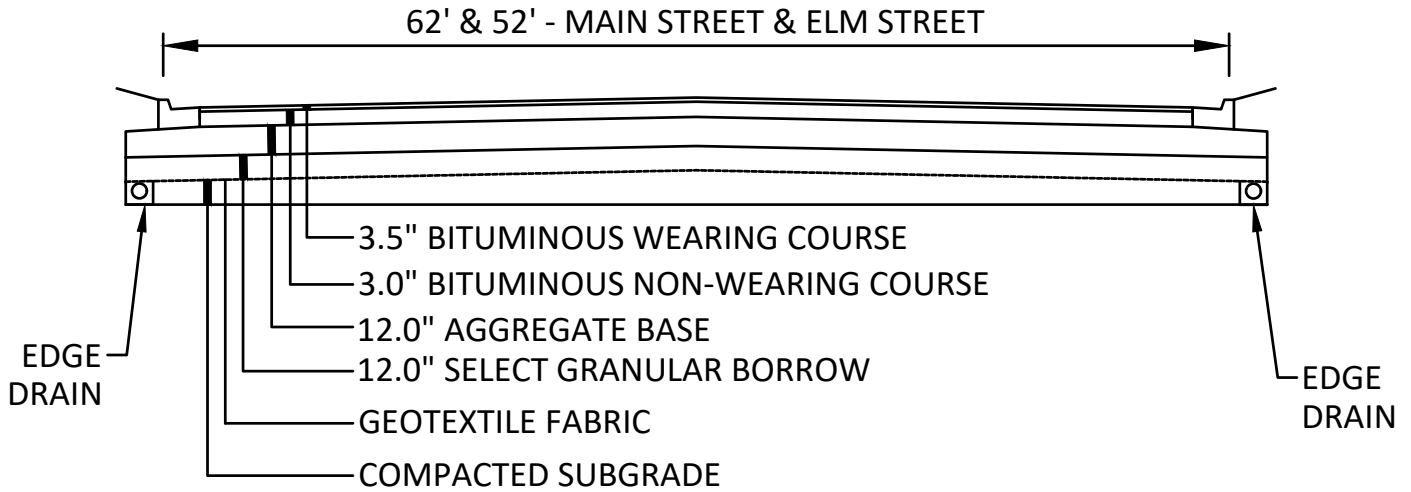
**LEGEND**

PROPOSED STREET RECONSTRUCTION

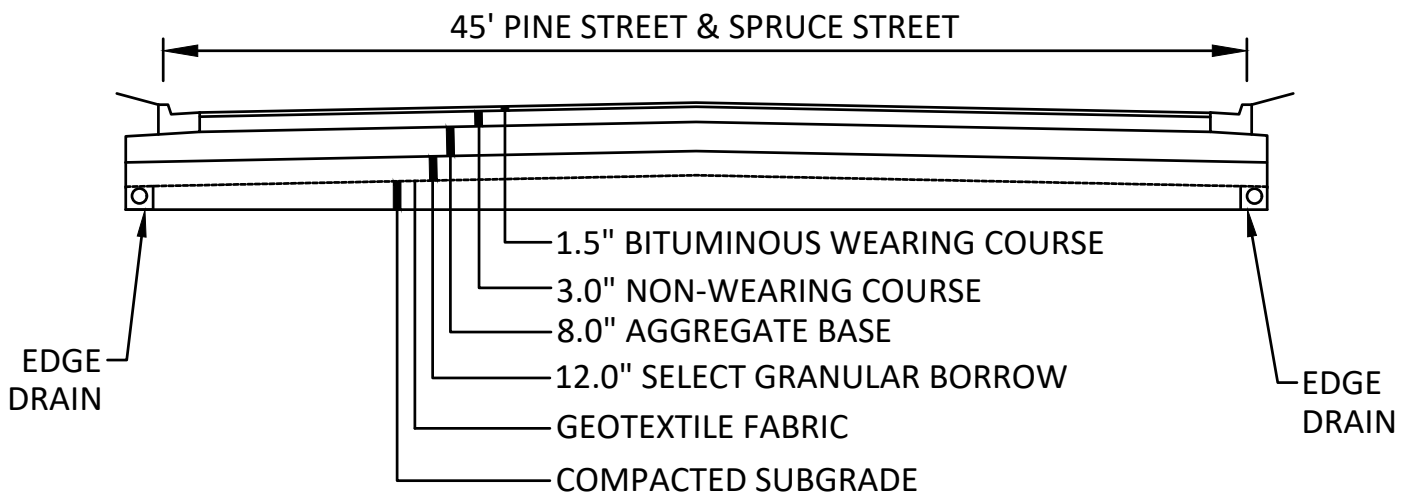
PROPOSED SIDEWALK RECONSTRUCTION

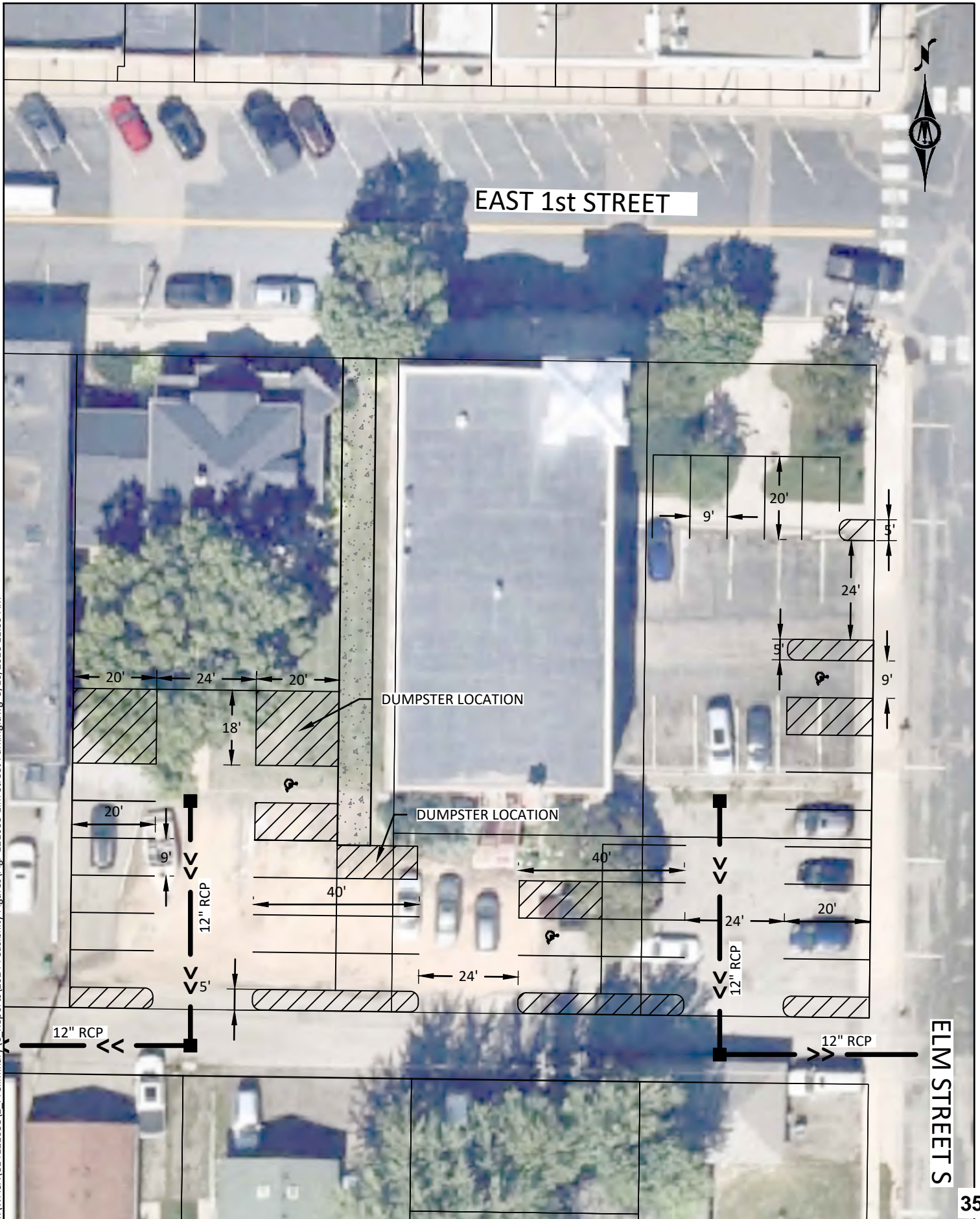
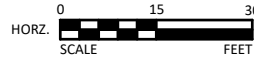


STREET SECTION (TRUCK SECTION)  
NOT TO SCALE

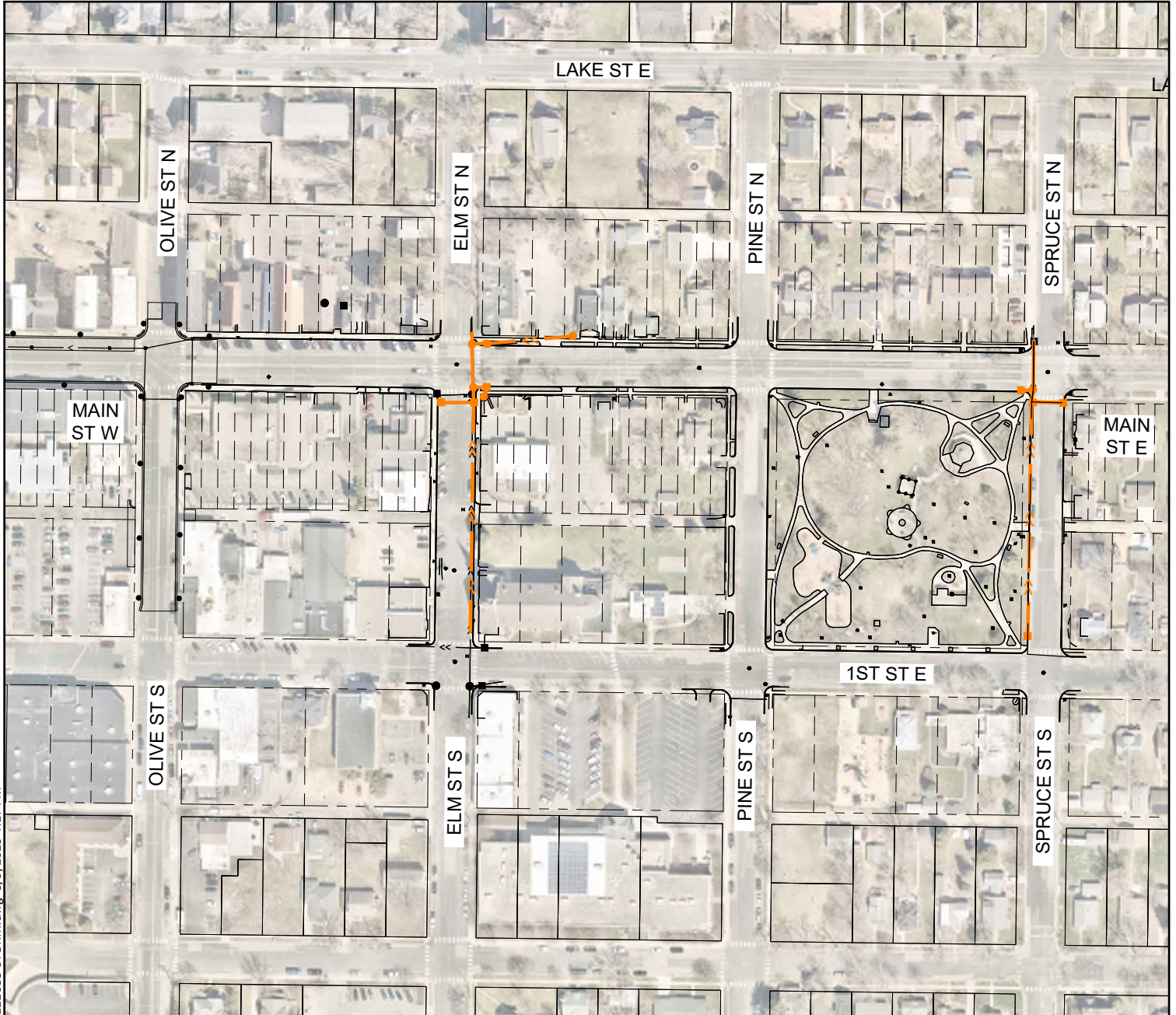
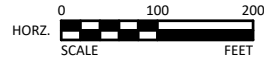


STREET SECTION (RESIDENTIAL SECTION)  
NOT TO SCALE










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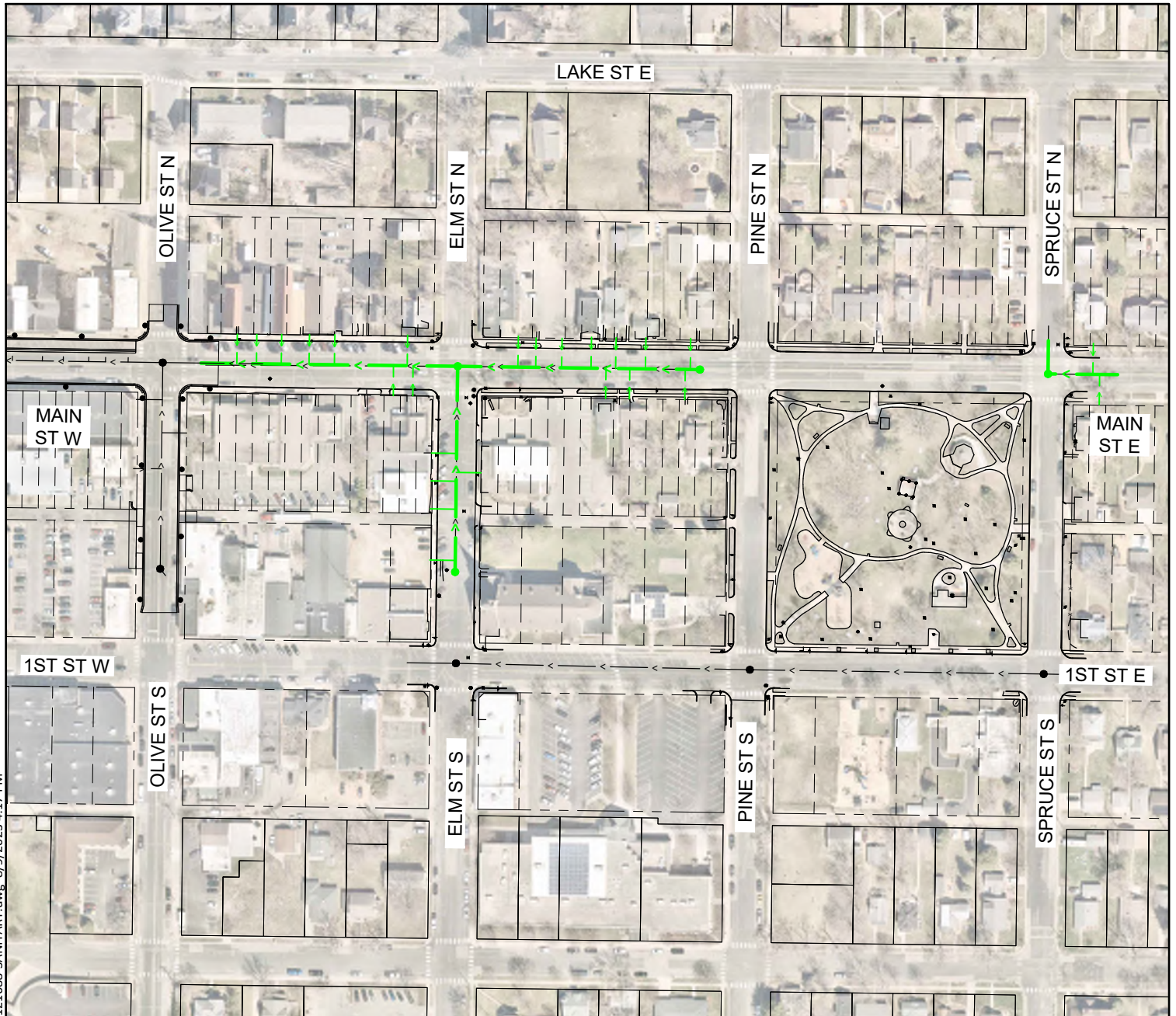
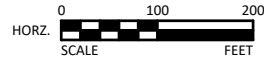


**LEGEND**

-  EXISTING STORM SEWER
-  CONSTRUCT STORM SEWER
-  CONSTRUCT MANHOLE
-  CONSTRUCT CATCH BASIN

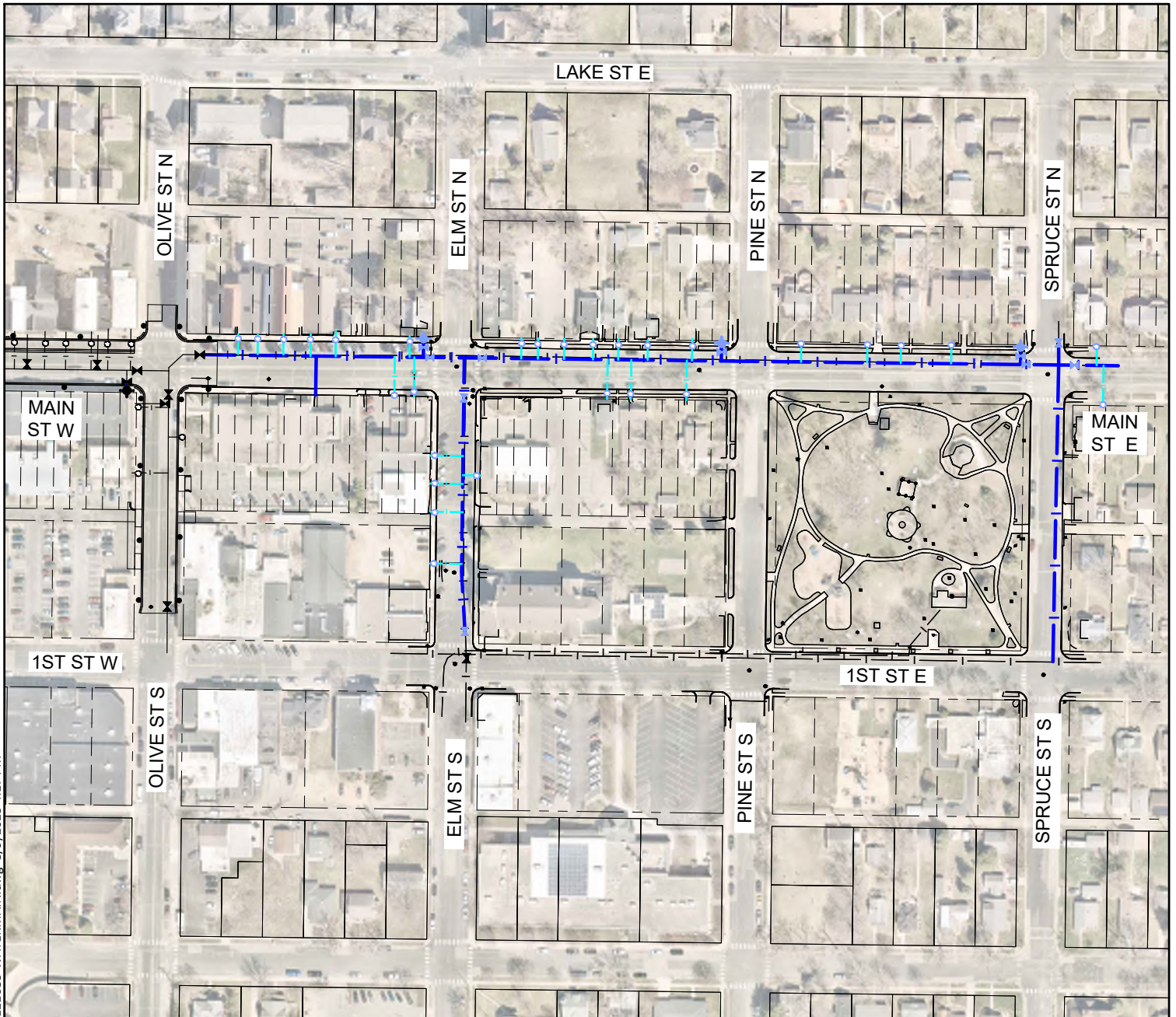
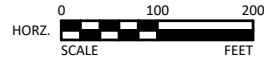


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**LEGEND**

	EXISTING SANITARY SEWER
	REPLACE SANITARY SEWER
	REPLACE SANITARY SEWER SERVICE
	REPLACE SANITARY SERVICE
	REPLACE MANHOLE



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**LEGEND**

	EXISTING WATERMAIN
	REPLACE WATERMAIN
	REPLACE WATER SERVICE
	HYDRANTS AND VALVES

## SECTION 3 - STORMWATER REUSE IMPROVEMENTS

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### A. STORMWATER REUSE SYSTEM

Figure No. 2.7 and 2.8 indicate the proposed improvements to the stormwater reuse system.

The purpose of this proposed reuse system is to reduce the volume of stormwater runoff allowed to discharge untreated to Lake Waconia while also reducing the volume of potable water currently being utilized for irrigation. This will be done by capturing runoff from a 13.5-acre drainage area, that consists of 12.8 acres of impervious surface, and storing it in an underground chamber system to be utilized for irrigation in green spaces such as the Downtown Area, the City Park, and the townhomes on the old county road corridor. The stored water will receive UV (ultraviolet) treatment prior to being utilized for irrigation. UV treatment will be used over chlorination as there is no detention time required which allows for a smaller storage tank and a more cost-effective system. The main areas to be irrigated with the reuse water will have a large amount of human contact so the storm water will need to be treated to a level of 2.2 Most Probable Number(MPN)/100ml.

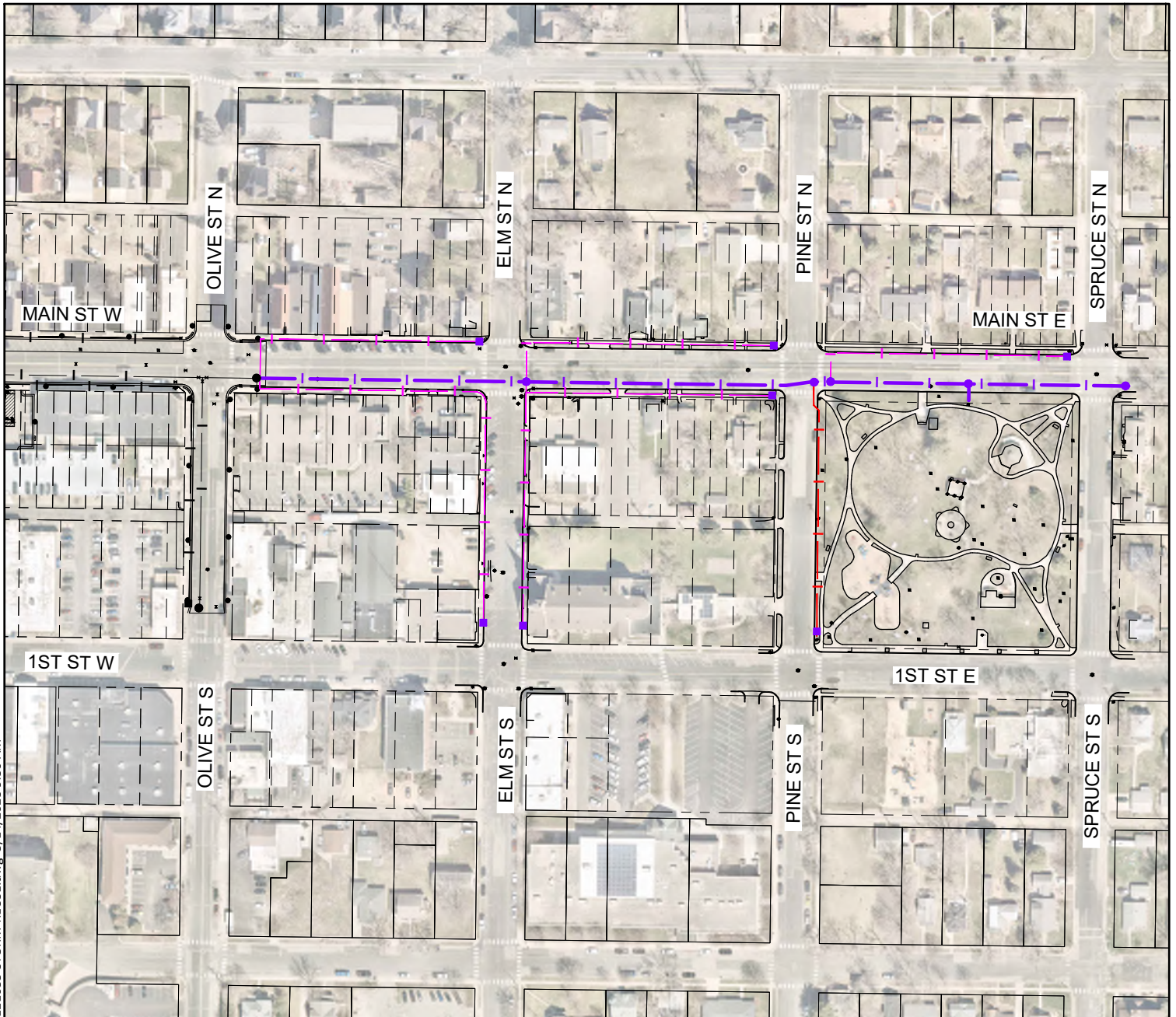
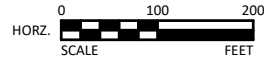
The storage tank is proposed to be located on Vine Street just south of the alley between Main Street and Lake Street. The holding tank is proposed to be half under Vine Street and half on the property in the northeast corner of Main Street and Vine Street (Parcel ID: 750503740). The City is still in communication with the owner of the property to acquire the easement for the proposed location. The pumping and treatment building is proposed to be located in the northeast corner of the HEI parking lot (Parcel ID: 750503740) and have exterior dimensions of 36'x15'. The proposed storage tank would have a sump at the upstream end to catch sediment. This system will use a single pump system to pump the stored water from the underground system to the areas to be irrigated.

To connect the storage tank to the storm sewer system a 36" storm pipe will be placed from the Downtown Reconstruction, Phase 1 stub to the tank. The storage tank will have an overflow outlet on the north side that connects into the existing storm system for when the tank is at capacity and there is still flow coming into the tank.

Lake Waconia is currently listed on the MPCA impaired waters list for mercury in fish tissue and fish bioassessment. This project will improve water quality for Lake Waconia.

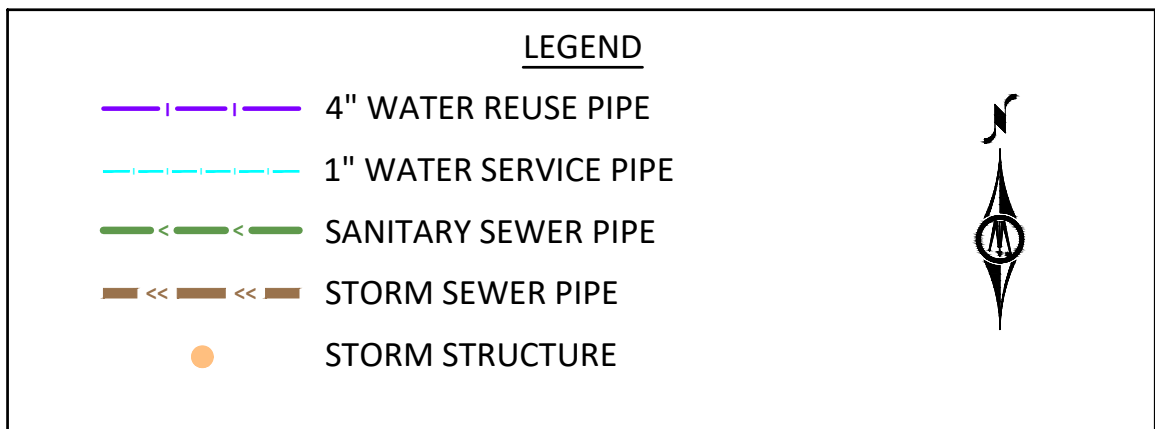
The project will also provide a benefit to the aquifers utilized for the city's drinking water by reducing the usage of potable water for irrigation.

The total estimated cost for all of the reuse system is \$2,703,700 which is not considered an assessable cost and does not include a potential cost for easement. An itemized cost estimate is provided in Appendix A. Financing and funding is discussed in Section 4.



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LEGEND	
	4" WATER REUSE PIPE
	2" WATER REUSE PIPE
	1" WATER REUSE PIPE
	ACCESS MANHOLE
	BLOWOFF IN CONCRETE MANHOLE
	EX 4" WATER REUSE PIPE (2023)
	EX 1" WATER REUSE PIPE (2023)



## SECTION 4 - FINANCING / FUNDING

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### A. FINANCING

The proposed method of financing for the Downtown Reconstruction, Phase 2 Project is through the sale of a combined bond consisting of a Chapter 429 General Obligation Bond, a Chapter 115 Sanitary Sewer Revenue Bond, and a Chapter 444 Water and Storm Water Revenue Bond. The Chapter 429 Bond would be used for the street/storm sewer reconstruction. The Chapter 115 Bond would be used for the sanitary sewer reconstruction. The Chapter 444 Bond would be used for the watermain reconstruction and miscellaneous drainage improvements. PIR Capital Improvement cash would be used for the sidewalk improvements.

It is recommended that the City discuss financing options in more detail with their Financial Consultant. Combining the financing of this project with other possible planned improvements or planned equipment purchases should also be evaluated and discussed.

The total estimated project cost for Option A is \$8,571,100, and if Option B is selected overall project costs would be reduced. The detailed cost estimates for individual project components are located in Appendix A. The estimates consist of the estimated construction cost based on recent construction bid prices, a 10% allowance for contingencies, and a 30% allowance for bidding, surveying, engineering, construction staking, construction administration, and inspection costs.

### B. FUNDING

There are different funding sources proposed to be used to service the bond debt including: special assessments, new special debt levy, stormwater funds, sewer funds, water funds, and PIR funds. The City has funds available in the various fund accounts to service the debt. And if necessary, the City also has funds available in the general fund to service the debt.

The following sections provide a cost apportionment and funding source summary for the various project components.

Also, to date the following grant funds have been received or are being pursued:

- \$10,000 2022 CCWMO Cost Share Grant (Approved)
- \$50,000 2023 CCWMO Cost Share Grant (Approved)
- \$75,000 2024 CCWMO Cost Share Grant (Pending)
- \$200,000 2023 Watershed-Based Implementation Funding (Approved)
- \$250,000 2024 Clean Water Fund Grant (Pending, Amount TBD)
- \$300,000 MN Department of Health / Public Facilities Authority Lead Water Service Line Replacements (Pending, \$10,000 per Found Lead Water Service)

**C. STREET / STORM / SIDEWALK RECONSTRUCTION**

The total project costs are apportioned as follows:

<b>Item</b>	<b>Cost / FF</b>	<b>City Cost or Assessment</b>	<b>Recommended Funding Source</b>
<b>Sidewalk Construction Cost</b>			
Sidewalk Construction Cost	\$498,000	City	PIR Funds
<b>Total Project Cost:</b>	<b>\$498,000</b>		
<b>Street / Storm Reconstruction Costs</b>			
Extra Section Depth / Width Cost	\$2,169,100	City	New Special Debt Levy
Street / Storm Reconstruction Cost	\$1,575,500		
<b>Total Street / Storm Reconstruction Cost:</b>	<b>\$3,744,600</b>		
<b>Assessment Calculations</b>			
Standard Street Section Cost	\$1,575,500		
City Contribution (50%)	\$787,800	City	New Special Debt Levy
Assessable Eligible Portion (50%)	\$787,800		
Total Front Footage	3,984.0		
Corner Lot Front Footage (Feet)	583.5		
Assessment Basis Front Footage (Feet)	3,400.50		
Assessable Cost Per Front Foot	\$231.66		
Non-Assessable Front Footage (Feet)	965.7		
Non-Assessable Cost	\$223,700	City	New Special Debt Levy
City Front Footage (Feet)	495.00		
City Front Footage Cost	\$114,700		
Assessment Front Footage (Feet)	2,434.8		
Total Assessed Amount	\$564,000	Assessment	Special Assessments
<b>Total City Cost:</b>	<b>\$3,678,600</b>		
<b>Total Assessed Amount:</b>	<b>\$564,000</b>		
<b>Total Project Cost:</b>	<b>\$4,242,600</b>		

**D. SANITARY SEWER**

The sanitary sewer proposed for reconstruction services commercial and residential properties. Commercial and multi-family properties are converted to equivalent residential units (ERUs) based on water usage. Four properties exceed the normal water usage for a typical single-family home. These properties and their ERU calculations are as follows:

<b>Property Owner</b>	<b>Property Address</b>	<b>Annual Water Usage (gal)</b>	<b>Daily Water Usage (gal)</b>	<b>Daily Usage / ERU (gal)</b>	<b>*ERUs</b>
4Main LLC	4 Main Street E	63,385	484	275	1.5
First Natl Bank of Waconia	53 Main Street W	317,000	868	275	3.0
CQ Rental LLC	1 Main Street W	155,000	425	275	1.5
16 South Elm Street LLC	16 Elm Street S	301,000	825	275	3.0

\* ERUs are rounded down to the nearest 0.5 units

On previous projects the portion of the sanitary sewer cost that was assessed consisted of 50 percent of the typical project sanitary sewer cost. Costs related to soil corrections, bypass pumping, and vibration monitoring are isolated as City costs and not included in the assessment calculations.

Based on the information and recommendations above, the total project costs for the sanitary sewer component of the proposed project are apportioned as follows:

Item	Cost / Units	City Cost or Assessment	Recommended Funding Source
<b>Total Sanitary Sewer Project Costs</b>			
Typical Sanitary Sewer Project Cost	\$362,200		
City Contribution Cost	\$49,300	City	Sewer Fund
<b>Total Project Cost:</b>	<b>\$411,500</b>		
<b>Assessment Calculations</b>			
Assessment Eligible Portion	\$362,200		
City Contribution (50%)	\$181,100	City	Sewer Fund
Assessable Eligible Portion (50%)	\$181,100		
Sanitary Sewer Units	27.0		
Assessment Per Unit	\$6,708.87		
Assessable Units	27.0		
Non-Assessable Units	0		
Non-Assessable Cost	\$0	City	Sewer Fund
Total Assessed Amount	\$181,100	Assessment	Special Assessments
<b>Total City Cost:</b>	<b>\$230,400</b>		
<b>Total Assessed Amount:</b>	<b>\$181,100</b>		
<b>Total Project Cost:</b>	<b>\$411,500</b>		

**E. WATERMAIN**

The watermain proposed for reconstruction services commercial and residential properties. Same as with the sanitary sewer, commercial and multi-family properties are converted to equivalent residential units (ERUs) based on water usage. Five properties exceed the normal water usage for a typical single-family home. These properties and their ERU calculations are as follows:

<b>Property Owner</b>	<b>Property Address</b>	<b>Annual Water Usage (gal)</b>	<b>Daily Water Usage (gal)</b>	<b>Daily Usage / ERU (gal)</b>	<b>*ERUs</b>
4Main LLC	4 Main Street E	63,385	484	275	1.5
The Mitchell Ranch LLP	140 Main Street E	404,000	1,107	275	4.0
First Natl Bank of Waconia	53 Main Street W	317,000	868	275	3.0
CQ Rental LLC	1 Main Street W	155,000	425	275	1.5
16 South Elm Street LLC	16 Elm Street S	301,000	825	275	3.0

\* ERUs are rounded down to the nearest 0.5 units

On previous projects, the portion of the watermain cost that was assessed consisted of 50 percent of the standard water system cost. Costs related to soil corrections, looping, vibration monitoring, boring, and cathodic protection are isolated as City costs and not included in the assessment calculations.

The total project costs for this component of the proposed project are apportioned as follows:

Item	Cost / Units	City Cost or Assessment	Recommended Funding Source
<b>Total Watermain Project Costs</b>			
City Contribution Cost	\$209,600	City	Water Fund
Standard Water System Costs	\$703,800		
<b>Total Project Cost:</b>	<b>\$913,400</b>		
<b>Assessment Calculations</b>			
Assessment Eligible Portion	\$703,800		
City Contribution (50%)	\$351,900	City	Water Fund
Assessable Eligible Portion (50%)	\$351,900		
Watermain Units	34.0		
Assessment Per Unit	\$10,349.25		
Assessable Units	34.0		
Non-Assessable Units	0		
Non-Assessable Cost	\$0	City	Water Fund
Total Assessed Amount	\$351,900	Assessment	Special Assessments
<b>Total City Cost:</b>	<b>\$561,500</b>		
<b>Total Assessed Amount:</b>	<b>\$351,900</b>		
<b>Total Project Cost:</b>	<b>\$913,400</b>		

## F. STORMWATER REUSE IMPROVEMENTS

The costs associated with the Stormwater Reuse improvements are non-assessable costs and are proposed to be funded with various City funds. The total estimated project cost is \$2,703,700.

Itemized cost estimates are provided in Appendix A of this report.

## G. OVERALL COST SUMMARY

In summary, a portion of the street and utility reconstruction work will be assessed to benefitting property owners and the remaining work is recommended to be paid by the City. The overall costs for all project components are summed as follows:

<b>Item</b>	<b>Cost</b>	<b>Recommended Funding Source</b>
Assessed Amount (Per Policy)	\$1,097,000	Special Assessments
Street & Utility Reconstruction (City Cost)	\$4,770,400	Combined Bond Funds & PIR Capital Improvement Funds
Stormwater Reuse Improvements	\$2,703,700	Stormwater Funds & Grant Funds
<b><i>Total Overall Project Cost:</i></b>	<b><i>\$8,571,100</i></b>	

Note – If street layout Option B is selected overall project costs would be reduced

## H. ASSESSMENTS

The assessable portion of the street and utility reconstruction work is proposed to be assessed to the benefitting properties in accordance with current City policy as follows:

- Street Reconstruction - 50% Assessed on a Front Footage Basis of Standard City Residential Street
- Storm Sewer Reconstruction - 50% Assessed on a Front Footage Basis
- Sanitary Sewer Reconstruction - 50% Assessed on a Unit Basis
- Watermain Reconstruction - 50% Assessed on a Unit Basis

Some of the project components would not be assessed. These project components include the following:

- Extra Depth and Width of Street Reconstruction
- Sidewalk Reconstruction

- Stormwater Treatment
- Sanitary Sewer & Watermain Non-Standard Construction Items

The current estimated assessable percentage of the street and utility reconstruction project is 18.7%. The current estimated assessable percentage of the total project, including the reuse system is 12.8%. The minimum required assessable percentage for a Chapter 429 bond is 20.0%. Consistent with City policy and previous assessment projects, appraisals will be conducted to determine the special benefit amounts. The assessments will be capped at these amounts as determined by the appraisal process. This process is anticipated to considerably lower the assessments and reduce the assessable percentage of the project. Therefore, as discussed in the previous section, a combined bond approach is recommended in order meet all statutory requirements.

A copy of the current City assessment policy is included in Appendix B of this report for reference. To follow is an assessment area map (Figure 3.1), a preliminary assessment roll (Table 4.1) for the street reconstruction project area, and debt service and proposed funding sources (Tables 4.2).



Prop. No.	Property Address	Owner	PID
1	48 MAIN ST W	DAVIS R III & PEGGY C PHILIP	750503860
2	44 MAINST W	SHAPE IT UP FITNESS LLC	750503850
3	36 MAINST W	SS JENSEN PROPERTIES LLC	750503830
4	20 MAIN ST W	DANIEL R NEUBAUER TRUST	750503820
5	16 MAIN ST W	BETH ANN & JOSEPH SCHRUPP	750503813
6	4 MAIN ST W	ALLEN LUETH	750503812
7	4 MAIN ST E	4MAIN LLC	750503990
8	MAIN ST W	4MAIN LLC	750503980
9	MAIN ST W	4MAIN LLC	750503970
10	24 MAIN ST E	BRIDEN PROPERTIES LLC	750503960
11	32 MAIN ST E	SOLTIS PROPERTIES LLC	750503950
12	40 MAIN ST E	JUSTIN YOUNG & MARIAH KETCHER	750503940
13	52 MAIN ST E	JEFFREY & JILL SCHMITT	750503930
14	104 MAIN ST E	JOHN S & KRISTINE DVORAK	750504070
15	116 MAIN ST E	JAMES K & JANALEE KITE	750504060
16	128 MAIN ST E	TIMOTHY L & RHONDA K TESCH	750504050
17	140 MAIN ST E	THE MITCHELL RANCH LLP	750504040
18	200 MAIN ST E	THERESA L HAMER & PAMELA L LEACH	750504170
19	53 MAIN ST W	FIRST NATL BANK OF WACONIA	750502720
20	MAIN ST W	CQ RENTAL LLC	750502741
21	1 MAIN ST W	CQ RENTAL LLC	750502730
22	8 ELM ST S	APG REAL PROPERTIES LLC	750502740
23	16 ELM ST S	16 SOUTH ELM STREET LLC	750502750
24	26 ELM ST S	16 SOUTH ELM STREET LLC	750502630
25	40 ELM ST S	EMBARQ CORP	750502640
26	32 MAIN ST E	CHURCH OF ST JOSEPH	750503550
27	9 MAIN ST E	CHURCH OF ST JOSEPH	750502560
28	29 MAIN ST E	THE CHURCH OF SAINT JOSEPH OF WACONIA	750502570
29	37 MAIN ST E	STEVEN J YETZER	750502580
30	4 PINE ST S	ROSEMARY PETERSON	750502600
31	MAIN ST E	WACONIA CITY (PARK)	750502540
32	201 MAIN ST E	THOMAS J MATHWIG & ANDREA SICHENER	750502480
33	200 1ST ST E	MARTHA LAYBOURN	750502470

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**TABLE 4.1 - PRELIMINARY ASSESSMENT ROLL  
DOWNTOWN RECONSTRUCTION, PHASE 2 PROJECT  
8/15/2023**

PROP. NO.	P.I.D.	OWNER	PROPERTY ADDRESS	OWNER ADDRESS	F/F	*STREET ASSESSMENT	WATERMAIN UNITS	WATERMAIN ASSESSMENT	SANITARY SEWER UNITS	SANITARY SEWER ASSESSMENT	TOTAL ASSESSMENT	**ANNUAL ASSESSMENT PAYMENT
1	750503860	DAVID R III & PEGGY C PHILP	48 MAIN STREET W	10720 NORTH SHORE RD WACONIA, MN 55387	44.00	\$10,193.15	1.0	\$10,349.25	1.0	\$6,708.87	\$27,251.27	\$3,615.37
2	750503850	SHAPE IT UP FITNESS LLC	44 MAIN STREET W	408 FIRST STREET W WACONIA, MN 55387	33.40	\$7,737.53	1.0	\$10,349.25	1.0	\$6,708.87	\$24,795.65	\$3,289.58
3	750503830	SS JENSEN PROPERTIES LLC	36 MAIN STREET W	36 MAIN STREET W WACONIA, MN 55387	54.60	\$12,648.77	1.0	\$10,349.25	1.0	\$6,708.87	\$29,706.89	\$3,941.15
4	750503820	DANIEL R NEUBAUER TRUST	20 MAIN STREET W	252 SUNSET BLVD WACONIA, MN 55387-1227	44.00	\$10,193.15	1.0	\$10,349.25	1.0	\$6,708.87	\$27,251.27	\$3,615.37
5	750503813	BETH ANN & JOSEPH R SCHRUPP	16 MAIN STREET W	16 MAIN STREET W WACONIA, MN 55387-1020	62.00	\$14,363.08	1.0	\$10,349.25	1.0	\$6,708.87	\$31,421.19	\$4,168.58
6	750503812	ALLEN LUETH	4 MAIN STREET W	10820 COUNTY ROAD 33 NORWOOD YOUNG AMERICA, MN 55397	35.00	\$8,108.19	1.0	\$10,349.25	1.0	\$6,708.87	\$25,166.31	\$3,338.76
7	750503990	4MAIN LLC	4 MAIN STREET E	13911 RIDGEDALE DR STE 243 MINNETONKA, MN 55305	22.00	\$5,096.58	1.5	\$15,523.87	1.5	\$10,063.31	\$30,683.75	\$4,070.74
8	750503980	4MAIN LLC	NA	13911 RIDGEDALE DR STE 243 MINNETONKA, MN 55305	44.00	\$10,193.15	0.0	\$0.00	0.0	\$0.00	\$10,193.15	\$1,352.30
9	750503970	4MAIN LLC	NA	13911 RIDGEDALE DR STE 243 MINNETONKA, MN 55305	43.50	\$10,077.32	0.0	\$0.00	0.0	\$0.00	\$10,077.32	\$1,336.94
10	750503960	BRIDEN PROPERTIES LLC	24 MAIN STREET E	35 WILLOW WOOD DR EXCELSIOR, MN 55331	32.50	\$7,529.03	1.0	\$10,349.25	1.0	\$6,708.87	\$24,587.15	\$3,261.92
11	750503950	SOLTIS PROPERTIES LLC	32 MAIN STREET E	32 MAIN STREET E WACONIA, MN 55387-1113	34.00	\$7,876.53	1.0	\$10,349.25	1.0	\$6,708.87	\$24,934.64	\$3,308.02
12	750503940	JUSTIN YOUNG & MARIAH KETCHER	40 MAIN STREET E	40 MAIN STREET E WACONIA, MN 55387	44.00	\$10,193.15	1.0	\$10,349.25	1.0	\$6,708.87	\$27,251.27	\$3,615.37
13	750503930	JEFFREY & JILL SCHMITT	52 MAIN STREET E	52 MAIN STREET E WACONIA, MN 55387	44.00	\$10,193.15	1.0	\$10,349.25	1.0	\$6,708.87	\$27,251.27	\$3,615.37
14	750504070	JOHN S & KRISTINE H DVORAK	104 MAIN STREET E	104 MAIN STREET E WACONIA, MN 55387	33.00	\$7,644.86	1.0	\$10,349.25	0.0	\$0.00	\$17,994.11	\$2,387.24
15	750504060	JAMES K & JANALEE R KITE	116 MAIN STREET E	116 MAIN STREET E WACONIA, MN 55387-1115	88.00	\$20,386.30	1.0	\$10,349.25	0.0	\$0.00	\$30,735.55	\$4,077.62
16	750504050	TIMOTHY L & RHONDA K TESCH	128 MAIN STREET E	128 MAIN STREET E WACONIA, MN 55387-1115	44.00	\$10,193.15	1.0	\$10,349.25	0.0	\$0.00	\$20,542.40	\$2,725.31
17	750504040	THE MITCHELL RANCH LLP	140 MAIN STREET E	BOX 174 CORTEZ, CO 81321-0174	66.00	\$15,289.73	4.0	\$41,396.99	0.0	\$0.00	\$56,686.71	\$7,520.50
18	750504170	THERESA L HAMER & PAMELA J LEACH	200 MAIN STREET E	312 THIRD STREET W JORDAN, MN 55352-1426	33.00	\$7,644.86	1.0	\$10,349.25	1.0	\$6,708.87	\$24,702.98	\$3,277.29
19	750502720	FIRST NATL BANK OF WACONIA	53 MAIN STREET W	PO BOX 80615 INDIANAPOLIS, IN 46280	110.00	\$25,482.88	3.0	\$31,047.74	3.0	\$20,126.61	\$76,657.23	\$10,169.94
20	750502741	CQ RENTAL LLC	NA	1570 OAKPOINTE DR WACONIA, MN 55387-4522	54.00	\$12,509.78	0.0	\$0.00	0.0	\$0.00	\$12,509.78	\$1,659.64
21	750502730	CQ RENTAL LLC	NA	1570 OAKPOINTE DR WACONIA, MN 55387-4522	44.70	\$10,355.31	1.5	\$15,523.87	1.5	\$10,063.31	\$35,942.49	\$4,768.41
22	750502740	APG REAL PROPERTIES LLC	8 ELM STREET S	39088 AIRPARK DR EASTON, MD 21601-7000	49.60	\$11,490.46	1.0	\$10,349.25	1.0	\$6,708.87	\$28,548.58	\$3,787.48
23	750502750	16 SOUTH ELM STREET LLC	16 ELM STREET S	9990 ORCHARD RD COLOGNE, MN 55322-9083	52.00	\$12,046.45	3.0	\$31,047.74	3.0	\$20,126.61	\$63,220.81	\$8,387.36
24	750502630	16 SOUTH ELM STREET LLC	26 ELM STREET S	9990 ORCHARD RD COLOGNE, MN 55322	86.00	\$19,922.98	0.0	\$0.00	0.0	\$0.00	\$19,922.98	\$2,643.14
25	750502640	EMBARQ CORP	40 ELM STREET S	1025 ELDORADO BLVD BROOMFIELD, CO 80021	35.50	\$8,224.02	0.0	\$0.00	0.0	\$0.00	\$8,224.02	\$1,091.06
26	750502550	CHURCH OF ST JOSEPH	32 FIRST STREET E	41 FIRST STREET E WACONIA, MN 55387-1526	157.00	\$36,371.02	0.0	\$0.00	0.0	\$0.00	\$36,371.02	\$4,825.26
27	750502560	CHURCH OF ST JOSEPH	9 MAIN STREET E	41 FIRST STREET E WACONIA, MN 55387-1526	155.50	\$36,023.52	1.0	\$10,349.25	1.0	\$6,708.87	\$53,081.64	\$7,042.22
28	750502570	THE CHURCH OF SAINT JOSEPH OF WAC	29 MAIN STREET E	41 FIRST STREET E WACONIA, MN 55387	33.00	\$7,644.86	1.0	\$10,349.25	1.0	\$6,708.87	\$24,702.98	\$3,277.29
29	750502580	STEVEN J YETZER	37 MAIN STREET E	PO BOX 51 WACONIA, MN 55387	43.00	\$9,961.49	1.0	\$10,349.25	1.0	\$6,708.87	\$27,019.61	\$3,584.63
30	750502600	ROSEMARY PETERSON	4 PINE STREET S	4 PINE STREET S WACONIA, MN 55387-1533	128.50	\$29,768.63	1.0	\$10,349.25	1.0	\$6,708.87	\$46,826.75	\$6,212.40
31	750502540	WACONIA CITY	NA	201 VINE STREET S WACONIA, MN 55387-1337	495.00	\$114,672.95	0.0	\$0.00	0.0	\$0.00	\$114,672.95	\$15,213.40
32	750502480	THOMAS MATHWIG & A SICHENEDER	201 MAIN STREET E	201 MAIN STREET E WACONIA, MN 55387-1119	111.50	\$25,830.37	1.0	\$10,349.25	1.0	\$6,708.87	\$42,888.49	\$5,689.92
33	750502470	MARTHA LAYBOURN	200 FIRST STREET E	200 FIRST STREET E WACONIA, MN 55387-1528	78.50	\$18,185.51	1.0	\$10,349.25	1.0	\$6,708.87	\$35,243.63	\$4,675.69
					2,434.80							

\*Cost per FF = \$231.66 (Original Calculation)

\*\*Based on a 5.50% Interest Rate and a 10 Year Term.

Totals:	\$564,051.91	34.0	\$351,874.38	27.0	\$181,139.53	\$1,097,065.82	\$145,545.27
TOTAL FRONT FOOTAGE:	3,984.00						
CORNER LOT CREDIT:	583.50						
ASSESSMENT BASIS FRONT FOOTAGE:	3,400.50						
NON-ASSESSABLE FRONT FOOTAGE:	965.70						
ASSESSMENT FRONT FOOTAGE:	2,434.80						

**TABLE 4.2**  
**DEBT SERVICE & PROPOSED FUNDING SOURCES**  
**FOR**  
**DOWNTOWN RECONSTRUCTION, PHASE 2 PROJECT**  
8/15/2023

PROPOSED PROJECTS	TOTALS				DEBT SERVICE / FUNDING SOURCE							RECOMMENDED FINANCING OPTION
	TOTAL PROJECT COST	TOTAL ASSESS. AMOUNT	TOTAL CITY COST	TOTAL ASSESS. %	TOTAL DEBT SERVICE	DEBT SVC ASSMT REVENUE	DEBT SVC GENERAL/ PIR FUND	DEBT SVC STM WTR FUND	DEBT SVC SEWER FUND	DEBT SVC WATER FUND	TOTAL REVENUE	
STREET & UTILITY RECONSTRUCTION	\$5,867,378	\$1,097,000	\$4,770,378	18.7%	\$741,512	\$138,638	\$452,244	\$50,552	\$29,118	\$70,962	\$741,512	\$8,600,000 Combined Bond
STORMWATER REUSE	\$2,703,717	\$0	\$2,703,717	0.0%	\$341,693	\$0	\$0	\$341,693	\$0	\$0	\$341,693	
<b>TOTALS:</b>	<b>\$8,571,096</b>	<b>\$1,097,000</b>	<b>\$7,474,096</b>	<b>12.8%</b>	<b>\$1,083,205</b>	<b>\$138,638</b>	<b>\$452,244</b>	<b>\$392,244</b>	<b>\$29,118</b>	<b>\$70,962</b>	<b>\$1,083,205</b>	

Notes:

- 1.) All Debt Service Projections are Based on a 10-Year Bond At 4.5%.
- 2.) Actual Assessment Revenue Debt Service Will Be Based On Interest Rate 1.0% Above Bonding Cost (=4.5% + 1.0% = 5.5%) With a 10-Year Term.
- 3.) Amounts Shown Do Not Include Any Grant Funds Which May Reduce the Required Payment Amounts.

# **APPENDIX A**

## **ITEMIZED COST ESTIMATES**

**ESTIMATED PROJECT COST  
FOR  
Downtown Reconstruction Phase 2  
8/15/2023**

**STREET RECONSTRUCTION (ASSESSABLE)**

ITEM NO.	BID ITEM	UNIT	EST QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LUMP SUM	1	\$56,000.00	\$56,000.00
2	CLEAR & GRUB TREE	EACH	30	\$650.00	\$19,500.00
3	REMOVE CONCRETE CURB & GUTTER	LIN FT	4,392	\$6.00	\$26,352.00
4	REMOVE BITUMINOUS PAVEMENT	SQ YD	12,515	\$4.00	\$50,060.00
5	REMOVE CONCRETE DRIVEWAY/WALK	SQ FT	20,183	\$3.00	\$60,549.00
6	REMOVE BITUMINOUS DRIVEWAY	SQ FT	5,015	\$1.75	\$8,776.25
7	REMOVE PAVER DRIVEWAY	SQ FT	257	\$5.00	\$1,285.00
8	REMOVE DRAINAGE STRUCTURE	EACH	8	\$750.00	\$6,000.00
9	REMOVE DRAINAGE PIPE	LIN FT	639	\$18.00	\$11,502.00
10	COMMON EXCAVATION (EV)	CU YD	5,598	\$27.00	\$151,146.00
11	GEOTEXTILE FABRIC	SQ YD	9,607	\$2.00	\$19,214.00
12	AGGREGATE BASE CLASS 5 (CV) - 8" DEPTH	TON	4,524	\$28.50	\$128,934.00
13	CONCRETE CURB & GUTTER (B618)	LIN FT	4,537	\$28.75	\$130,438.75
14	BITUMINOUS NON-WEAR COURSE - 3.0" DEPTH	TON	1,390	\$84.00	\$116,760.00
15	BITUMINOUS WEAR COURSE - 1.5" DEPTH	TON	694	\$107.00	\$74,258.00
16	3" BITUMINOUS DRIVEWAY	SQ FT	4,748	\$6.25	\$29,675.00
17	6" CONCRETE DRIVEWAY	SQ FT	5,273	\$16.00	\$84,368.00
18	PAVER DRIVEWAY	SQ FT	197	\$25.00	\$4,925.00
19	CONSTRUCT DRAINAGE STRUCTURE DES G	EACH	2	\$1,500.00	\$3,000.00
20	CONSTRUCT DRAINAGE STRUC. DES 2'X3'	EACH	4	\$2,000.00	\$8,000.00
21	CONSTRUCT DRAINAGE STRUC. DES 4020-48	EACH	5	\$2,750.00	\$13,750.00
22	CONSTRUCT DRAINAGE STRUC. DES 4022-48	EACH	9	\$2,750.00	\$24,750.00
23	15" RC PIPE SEWER DES 3006 CL V	LIN FT	757	\$88.00	\$66,616.00
24	18" RC PIPE SEWER DES 3006 CL V	LIN FT	405	\$95.00	\$38,475.00
25	CASTING ASSEMBLY (STORM)	EACH	14	\$1,100.00	\$15,400.00
26	ADJUST CASTING (STORM)	EACH	3	\$680.00	\$2,040.00
27	CONNECT TO EXISTING STORM PIPE	EACH	3	\$2,000.00	\$6,000.00

SUBTOTAL: \$1,101,774.00  
 CONTINGENCIES (10%): \$110,177.40  
 ESTIMATED CONSTRUCTION COST: \$1,211,951.40  
 ADMINISTRATION, ENGINEERING, SURVEYING, INSPECTION (30%): \$363,585.42  
**TOTAL ESTIMATED PROJECT COST: \$1,575,536.82**

**ESTIMATED PROJECT COST  
FOR  
Downtown Reconstruction Phase 2  
8/15/2023**

**STREET RECONSTRUCTION (EXTRA WIDTH - NON-ASSESSABLE)**

ITEM NO.	BID ITEM	UNIT	EST QTY	UNIT PRICE	TOTAL
1	COMMON EXCAVATION (EV)	CU YD	112	\$27.00	\$3,024.00
2	SUBGRADE EXCAVATION (EV)	CU YD	5	\$29.00	\$145.00
3	GEOTEXTILE FABRIC	SQ YD	121	\$2.00	\$242.00
4	AGGREGATE BASE CLASS 5 (CV) - 12" DEPTH	TON	79	\$28.50	\$2,251.50
5	STABILIZING AGGREGATE (CV)	CU YD	5	\$35.00	\$175.00
6	SELECT GRANULAR BORROW (CV) - 12" DEPTH	CU YD	45	\$29.00	\$1,305.00
7	BITUMINOUS NON-WEAR COURSE - 3.0" DEPTH	TON	22	\$84.00	\$1,848.00
8	BITUMINOUS WEAR COURSE - 3.5" DEPTH	TON	26	\$107.00	\$2,782.00

	<i>SUBTOTAL:</i>	<i>\$11,772.50</i>
	<i>CONTINGENCIES (10%):</i>	<i>\$1,177.25</i>
	<i>ESTIMATED CONSTRUCTION COST:</i>	<i>\$12,949.75</i>
	<i>ADMINISTRATION, ENGINEERING, SURVEYING, INSPECTION (30%):</i>	<i>\$3,884.93</i>
	<b><i>TOTAL ESTIMATED PROJECT COST:</i></b>	<b><i>\$16,834.68</i></b>

**ESTIMATED PROJECT COST  
FOR  
Downtown Reconstruction Phase 2  
8/15/2023**

**STREET RECONSTRUCTION (EXTRA SECTION - NON-ASSESSABLE)**

ITEM NO.	BID ITEM	UNIT	EST QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LUMP SUM	1	\$72,000.00	\$72,000.00
2	TRAFFIC CONTROL	LUMP SUM	1	\$50,000.00	\$50,000.00
3	REMOVE CONCRETE STAIRS	SQ FT	173	\$12.00	\$2,070.00
4	REMOVE SIGN	EACH	32	\$350.00	\$11,200.00
5	COMMON EXCAVATION (EV)	CU YD	5,595	\$27.00	\$151,065.00
6	SUBGRADE EXCAVATION (EV)	CU YD	931	\$29.00	\$26,999.00
7	GEOTEXTILE FABRIC	SQ YD	4,982	\$2.00	\$9,964.00
8	AGGREGATE BASE CLASS 5 (CV) - 12" DEPTH	TON	2,690	\$28.50	\$76,665.00
9	AGGREGATE BASE CLASS 5 (CV) - 4" DEPTH	CU YD	1,447	\$28.50	\$41,239.50
10	STABILIZING AGGREGATE (CV)	CU YD	931	\$35.00	\$32,585.00
11	SELECT GRANULAR BORROW (CV) - 12" DEPTH	CU YD	5,245	\$29.00	\$152,105.00
12	BITUMINOUS NON-WEAR COURSE - 3.0" DEPTH	TON	887	\$84.00	\$74,508.00
13	BITUMINOUS WEAR COURSE - 2.0" DEPTH	TON	645	\$84.00	\$54,180.00
14	BITUMINOUS WEAR COURSE - 3.5" DEPTH	TON	863	\$107.00	\$92,341.00
15	4" SOLID DOUBLE YELLOW LINE	LIN FT	949	\$1.50	\$1,422.95
16	4" SOLID LINE WHITE	LIN FT	2,542	\$1.25	\$3,177.50
17	PAVEMENT MARKINGS	EACH	4	\$275.00	\$1,100.00
18	CONCRETE STAIRS	SQ FT	173	\$175.00	\$30,187.50
19	SUMP PUMP SERVICE CONNECTION	EACH	10	\$315.00	\$3,150.00
20	STORMWATER TREATMENT / RAIN GARDENS	LUMP SUM	1	\$35,000.00	\$35,000.00
21	4" PERFORATED EDGE DRAIN	LIN FT	4,291	\$23.00	\$98,693.00
22	4" HDPE DRAIN TILE CLEANOUT	EACH	15	\$300.00	\$4,500.00
23	ROCK CONSTRUCTION ENTRANCE	EACH	1	\$1,000.00	\$1,000.00
24	SOD TYPE LAWN	SQ YD	3,515	\$14.00	\$49,210.00
25	FURNISH & INSTALL SIGN	EACH	32	\$350.00	\$11,200.00
26	2 1/2" CALIPER DECIDUOUS TREE	EACH	30	\$250.00	\$7,500.00
27	BUSINESS SIGNAGE	ALLOWANCE	1	\$10,000.00	\$10,000.00
28	STREET LIGHTING & WAYFINDING SIGNAGE	LUMP SUM	1	\$400,000.00	\$400,000.00
29	CONSTRUCTION TRAILER MOBILIZATION & SETUP	LUMP SUM	1	\$2,000.00	\$2,000.00

	<i>SUBTOTAL:</i>	\$1,505,062.45
	<i>CONTINGENCIES (10%):</i>	\$150,506.24
	<i>ESTIMATED CONSTRUCTION COST:</i>	\$1,655,568.69
<i>ADMINISTRATION, ENGINEERING, SURVEYING, INSPECTION (30%):</i>		\$496,670.61
	<b><i>TOTAL ESTIMATED PROJECT COST:</i></b>	<b><i>\$2,152,239.30</i></b>

**ESTIMATED PROJECT COST  
FOR  
Downtown Reconstruction Phase 2  
8/15/2023**

**PARKING LOT RECONSTRUCTION (NON-ASSESSABLE)**

ITEM NO.	BID ITEM	UNIT	EST QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LUMP SUM	1	\$7,000.00	\$7,000.00
2	TRAFFIC CONTROL	LUMP SUM	1	\$1,500.00	\$1,500.00
3	ROCK CONSTRUCTION ENTRANCE	EACH	1	\$1,000.00	\$1,000.00
4	REMOVE CONCRETE CURB & GUTTER	LIN FT	123	\$6.00	\$738.00
5	CLEAR & GRUB TREE	EACH	4	\$650.00	\$2,600.00
6	REMOVE BITUMINOUS PAVEMENT	SQ YD	1,313	\$4.00	\$5,252.00
7	REMOVE CONCRETE DRIVEWAY/WALK	SQ FT	1,927	\$3.00	\$5,781.00
8	COMMON EXCAVATION (EV)	CU YD	867	\$27.00	\$23,409.00
9	SUBGRADE EXCAVATION (EV)	CU YD	73	\$29.00	\$2,117.00
10	GEOTEXTILE FABRIC	SQ YD	2,198	\$2.00	\$4,396.00
11	AGGREGATE BASE CLASS 5 (CV) - 9" DEPTH	TON	877	\$28.50	\$24,994.50
12	STABILIZING AGGREGATE (CV)	CU YD	73	\$35.00	\$2,555.00
13	BITUMINOUS NON-WEAR COURSE - 3.0" DEPTH	TON	391	\$84.00	\$32,844.00
14	BITUMINOUS WEAR COURSE - 1.5" DEPTH	TON	197	\$107.00	\$21,079.00
15	CONSTRUCT DRAINAGE STRUCTURE DES G	EACH	4	\$1,500.00	\$6,000.00
16	12" RC PIPE SEWER DES 3006 CL V	LIN FT	311	\$82.00	\$25,502.00
17	CASTING ASSEMBLY (STORM)	EACH	4	\$1,100.00	\$4,400.00
18	CONNECT TO EXISTING STORM STRUCTURE	EACH	2	\$2,000.00	\$4,000.00
19	STORM DRAIN INLET PROTECTION	EACH	8	\$150.00	\$1,200.00
20	BIOROLL	LIN FT	330	\$3.50	\$1,155.00
21	4" CONCRETE WALK (w/ AGG. CL 5 BASE)	SQ FT	2,336	\$9.25	\$21,608.00
22	6" CONCRETE DRIVEWAY	SQ FT	163	\$16.00	\$2,608.00
23	4" SOLID LINE WHITE	LIN FT	3,589	\$1.25	\$4,486.25
24	PAVEMENT MARKINGS	EACH	3	\$275.00	\$825.00
25	SOD TYPE LAWN	SQ YD	128	\$14.00	\$1,792.00
26	TOPSOIL BORROW (LV)	CU YD	17	\$45.00	\$765.00

<i>SUBTOTAL:</i>	\$209,606.75
<i>CONTINGENCIES (10%):</i>	\$20,960.68
<i>ESTIMATED CONSTRUCTION COST:</i>	\$230,567.43
<i>ADMINISTRATION, ENGINEERING, SURVEYING, INSPECTION (30%):</i>	\$69,170.23
<b><i>TOTAL ESTIMATED PROJECT COST:</i></b>	<b><i>\$299,737.65</i></b>

**ESTIMATED PROJECT COST  
FOR  
Downtown Reconstruction Phase 2  
8/15/2023**

**SIDEWALK (NON-ASSESSABLE)**

ITEM NO.	BID ITEM	UNIT	EST QTY	UNIT PRICE	TOTAL
1	REMOVE CONCRETE WALK	SQ FT	20,183	\$2.80	\$56,512.40
2	REMOVE RAILING	LIN FT	53	\$15.00	\$787.50
3	4" CONCRETE WALK (w/ AGG. CL 5 BASE)	SQ FT	24,929	\$9.25	\$230,593.25
4	BUSINESS ENTRANCE MODIFICATIONS	ALLOWANCE	1	\$7,500.00	\$7,500.00
5	PEDESTRIAN RAMP	EACH	13	\$3,000.00	\$39,000.00
6	CONSTRUCT RETAINING WALL	SQ FT	263	\$30.00	\$7,890.00
7	METAL RAILING	LIN FT	53	\$20.00	\$1,050.00
8	CROSSWALK EXPOXY	SQ FT	1,644	\$3.00	\$4,932.00

	<i>SUBTOTAL:</i>	\$348,265.15
	<i>CONTINGENCIES (10%):</i>	\$34,826.52
	<i>ESTIMATED CONSTRUCTION COST:</i>	\$383,091.67
	<i>ADMINISTRATION, ENGINEERING, SURVEYING, INSPECTION (30%):</i>	\$114,927.50
	<b><i>TOTAL ESTIMATED PROJECT COST:</i></b>	<b>\$498,019.16</b>

**ESTIMATED PROJECT COST  
FOR  
Downtown Reconstruction Phase 2  
8/15/2023**

**SANITARY SEWER RECONSTRUCTION (ASSESSABLE)**

ITEM NO.	BID ITEM	UNIT	EST QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LUMP SUM	1	\$13,000.00	\$13,000.00
2	REMOVE SANITARY MANHOLE	EACH	4	\$825.00	\$3,300.00
3	REMOVE SANITARY PIPE	LIN FT	1,134	\$7.00	\$7,938.00
4	REMOVE SANITARY SERVICE PIPE	LIN FT	1,037	\$5.00	\$5,185.00
5	EXTERNAL CHIMNEY SEAL	EACH	4	\$400.00	\$1,600.00
6	8" PVC PIPE SEWER SDR 35	LIN FT	1,102	\$72.00	\$79,344.00
7	6" PVC PIPE SEWER SERVICE SDR 26	LIN FT	1,037	\$50.00	\$51,850.00
8	8" X 6" SERVICE WYE	EACH	25	\$625.00	\$15,625.00
9	CONSTRUCT SANITARY MANHOLE	EACH	4	\$6,500.00	\$26,000.00
10	CASTING ASSEMBLY (SANITARY)	EACH	4	\$1,500.00	\$6,000.00
11	CONNECT TO EXISTING SANITARY SEWER PIPE	EACH	3	\$2,000.00	\$6,000.00
12	CONNECT TO EXISTING SANITARY SERVICE	EACH	25	\$1,500.00	\$37,500.00

	<i>SUBTOTAL:</i>	\$253,342.00
	<i>CONTINGENCIES (10%)</i>	\$25,334.20
	<i>ESTIMATED CONSTRUCTION COST:</i>	\$278,676.20
	<i>ADMINISTRATION, ENGINEERING, SURVEYING, INSPECTION (30%):</i>	\$83,602.86
	<b><i>TOTAL ESTIMATED PROJECT COST:</i></b>	<b><i>\$362,279.06</i></b>

**ESTIMATED PROJECT COST  
FOR  
Downtown Reconstruction Phase 2  
8/15/2023**

**SANITARY SEWER RECONSTRUCTION (NON-ASSESSABLE)**

ITEM NO.	BID ITEM	UNIT	EST QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LUMP SUM	1	\$2,000.00	\$2,000.00
2	BYPASS PUMPING	LUMP SUM	1	\$15,000.00	\$15,000.00
3	VIBRATION MONITORING	LUMP SUM	1	\$17,500.00	\$17,500.00

	<i>SUBTOTAL:</i>	<i>\$34,500.00</i>
	<i>CONTINGENCIES (10%):</i>	<i>\$3,450.00</i>
	<i>ESTIMATED CONSTRUCTION COST:</i>	<i>\$37,950.00</i>
	<i>ADMINISTRATION, ENGINEERING, SURVEYING, INSPECTION (30%):</i>	<i>\$11,385.00</i>
	<b><i>TOTAL ESTIMATED PROJECT COST:</i></b>	<b><i>\$49,335.00</i></b>

**ESTIMATED PROJECT COST  
FOR  
Downtown Reconstruction Phase 2  
8/15/2023**

**WATERMAIN RECONSTRUCTION (ASSESSABLE)**

ITEM NO.	BID ITEM	UNIT	EST QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LUMP SUM	1	\$24,000.00	\$24,000.00
2	REMOVE WATERMAIN	LIN FT	1,760	\$7.00	\$12,320.00
3	REMOVE WATERMAIN SERVICE	LIN FT	1,108	\$3.00	\$3,324.00
4	REMOVE GATE VALVE & BOX	EACH	5	\$325.00	\$1,625.00
5	REMOVE HYDRANT	EACH	3	\$500.00	\$1,500.00
6	6" DIP WATERMAIN	LIN FT	59	\$88.00	\$5,192.00
7	8" PVC WATERMAIN	LIN FT	1,702	\$78.00	\$132,756.00
8	3 LB ANODE	EACH	14	\$150.00	\$2,100.00
9	9 LB ANODE	EACH	4	\$250.00	\$1,000.00
10	WATERMAIN FITTINGS	POUND	1,650	\$16.00	\$26,400.00
11	6" GATE VALVE & BOX	EACH	3	\$2,500.00	\$7,500.00
12	8" GATE VALVE & BOX	EACH	9	\$3,450.00	\$31,050.00
13	1" CURB STOP & BOX	EACH	30	\$1,100.00	\$33,000.00
14	1" CORPORATION STOP	EACH	30	\$900.00	\$27,000.00
15	1" SERVICE PIPE (OPEN CUT)	LIN FT	1,190	\$46.00	\$54,740.00
16	1" SERVICE PIPE (DIRECTIONALLY DRILLED)	LIN FT	175	\$175.00	\$30,625.00
17	HYDRANT	EACH	3	\$7,700.00	\$23,100.00
18	WATER SERVICE CASTING ASSEMBLY	EACH	30	\$450.00	\$13,500.00
19	TRACER WIRE ACCESS BOX	EACH	3	\$300.00	\$900.00
20	TEMPORARY WATER SYSTEM	LUMP SUM	1	\$30,000.00	\$30,000.00
21	CONNECT TO EXISTING WATER SERVICE	EACH	30	\$750.00	\$22,500.00
22	CONNECT TO EXISTING WATERMAIN	EACH	4	\$2,000.00	\$8,000.00

	<i>SUBTOTAL:</i>	\$492,132.00
	<i>CONTINGENCIES (10%):</i>	\$49,213.20
	<i>ESTIMATED CONSTRUCTION COST:</i>	\$541,345.20
<i>ADMINISTRATION, ENGINEERING, SURVEYING, INSPECTION (30%):</i>		<u>\$162,403.56</u>
	<b><i>TOTAL ESTIMATED PROJECT COST:</i></b>	<b><i>\$703,748.76</i></b>

**ESTIMATED PROJECT COST  
FOR  
Downtown Reconstruction Phase 2  
8/15/2023**

**WATERMAIN RECONSTRUCTION (NON-ASSESSABLE)**

ITEM NO.	BID ITEM	UNIT	EST QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LUMP SUM	1	\$7,000.00	\$7,000.00
2	8" PVC WATERMAIN	LIN FT	408	\$78.00	\$31,824.00
3	6" DIP WATERMAIN	LIN FT	55	\$88.00	\$4,804.80
4	3 LB ANODE	EACH	3	\$150.00	\$450.00
5	WATERMAIN FITTINGS	LB	408	\$16.00	\$6,528.00
6	8" GATE VALVE & BOX	EACH	2	\$3,450.00	\$6,900.00
7	6" GATE VALVE & BOX	EACH	1	\$2,500.00	\$2,500.00
8	CONNECT TO EXISTING WATERMAIN	EACH	1	\$2,000.00	\$2,000.00
9	BORE FOUNDATION WALL/REMOVE & REPLACE FLOOR	EACH	14	\$2,600.00	\$36,400.00
10	RESET WATER METER & ADJUST PIPING	EACH	14	\$800.00	\$11,200.00
11	MOVE ELECTRICAL GROUND FROM WATER SERVICE	EACH	14	\$500.00	\$7,000.00
12	HAND EXCAVATION TO CONNECT WATER SERVICE (IN CRAWL SPACE)	EACH	14	\$750.00	\$10,500.00
13	CATHODIC PROTECTION TEST STATION	EACH	1	\$2,000.00	\$2,000.00
14	VIBRATION MONITORING	LUMP SUM	1	\$17,500.00	\$17,500.00

	<i>SUBTOTAL:</i>	\$146,606.80
	<i>CONTINGENCIES (10%):</i>	\$14,660.68
	<i>ESTIMATED CONSTRUCTION COST:</i>	\$161,267.48
<i>ADMINISTRATION, ENGINEERING, SURVEYING, INSPECTION (30%):</i>		\$48,380.24
	<b><i>TOTAL ESTIMATED PROJECT COST:</i></b>	<b><i>\$209,647.72</i></b>

**ESTIMATED PROJECT COST  
FOR  
Downtown Reconstruction Phase 2  
8/15/2023**

**STORM WATER REUSE (NON-ASSESSABLE)**

ITEM NO.	BID ITEM	UNIT	EST QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LUMP SUM	1	\$100,000.00	\$100,000.00
2	CLEAR & GRUB TREE	EACH	2	\$650.00	\$1,300.00
3	REMOVE CONCRETE CURB & GUTTER	LIN FT	190	\$6.00	\$1,140.00
4	REMOVE BITUMINOUS PAVEMENT	SQ YD	1,005	\$4.00	\$4,020.00
5	REMOVE CONCRETE DRIVEWAY/WALK	SQ FT	175	\$3.00	\$525.00
6	REMOVE PAVERS	SQ FT	700	\$5.00	\$3,500.00
7	GEOTEXTILE FABRIC	SQ YD	1,040	\$2.00	\$2,080.00
8	SELECT GRANULAR BORROW (CV) - 12" DEPTH	CU YD	382	\$29.00	\$11,078.00
9	AGGREGATE BASE CLASS 5 (CV) - 8" DEPTH	TON	456	\$28.50	\$12,996.00
10	BITUMINOUS NON-WEAR COURSE - 3.0" DEPTH	TON	186	\$84.00	\$15,624.00
11	BITUMINOUS WEAR COURSE - 1.5" DEPTH	TON	96	\$107.00	\$10,272.00
12	CONCRETE CURB & GUTTER (B618)	LIN FT	190	\$28.75	\$5,462.50
13	4" CONCRETE WALK (w/ AGG. CL 5 BASE)	SQ FT	100	\$9.25	\$925.00
14	6" CONCRETE DRIVEWAY	SQ FT	75	\$16.00	\$1,200.00
15	SALVAGE & INSTALL PERVIOUS PAVERS WITH NEW ROCK SECTION	SQ FT	850	\$200.00	\$170,000.00
16	8" PVC PIPE SEWER (DRILLED)	LIN FT	50	\$150.00	\$7,500.00
17	8" PVC PIPE SEWER SDR 35	LIN FT	100	\$72.00	\$7,200.00
18	CONNECT TO EXISTING SANITARY SEWER STRUCTURE	EACH	1	\$2,000.00	\$2,000.00
20	1" CURB STOP & BOX	EACH	1	\$1,100.00	\$1,100.00
21	1" SERVICE PIPE (OPEN CUT)	LIN FT	130	\$46.00	\$5,980.00
22	CONNECT TO EXISTING WATER SERVICE	EACH	1	\$750.00	\$750.00
23	SCADA	LUMP SUM	1	\$60,000.00	\$60,000.00
24	PUMP & FILTER SKID	LUMP SUM	1	\$135,000.00	\$135,000.00
25	ELECTRICAL	LUMP SUM	1	\$55,000.00	\$55,000.00
26	REUSE WATER TREATMENT (UV)	LUMP SUM	1	\$135,000.00	\$135,000.00
27	UNDERGROUND STORAGE TANK	LUMP SUM	1	\$400,000.00	\$400,000.00
28	HUFFCUTT PRECAST WALLS	LUMP SUM	1	\$115,000.00	\$115,000.00
29	REUSE BUILDING	LUMP SUM	1	\$300,000.00	\$300,000.00
30	HVAC EQUIPMENT	LUMP SUM	1	\$10,000.00	\$10,000.00
31	CONTROL VALVES & SYSYEM CONTROLLER	LUMP SUM	1	\$10,000.00	\$10,000.00
32	12" PVC STORM PIPE	LIN FT	50	\$65.00	\$3,250.00
33	36" RC PIPE SEWER DES 3006 CL V	LIN FT	105	\$400.00	\$42,000.00
34	CONSTRUCT DRAINAGE STRUC. DES 4020-84	EACH	1	\$30,000.00	\$30,000.00
35	CASTING ASSEMBLY (STORM)	EACH	1	\$1,100.00	\$1,100.00
36	4" CONDUIT FOR REUSE MAIN	LIN FT	2,855	\$11.00	\$31,405.00
37	1" REUSE MAIN HDD	LIN FT	2,475	\$10.00	\$24,750.00
38	2" REUSE MAIN HDD	LIN FT	380	\$13.00	\$4,940.00
39	4" REUSE MAIN HDD	LIN FT	1,388	\$28.00	\$38,864.00
40	4" GATE VALVE & BOX (REUSE SYSTEM)	EACH	2	\$1,850.00	\$3,700.00
41	CONNECT TO EXISTING REUSE MAIN	EACH	1	\$750.00	\$750.00
42	REUSE WATER METER BOX	EACH	1	\$3,500.00	\$3,500.00
43	STORM WATER REUSE ACCESS MANHOLE CASTING	EACH	5	\$1,300.00	\$6,500.00
44	STORM WATER REUSE BLOWOFF STRUCTURE CASTING	EACH	7	\$1,250.00	\$8,750.00
45	DUCTILE IRON FITTINGS (REUSE)	LUMP SUM	1	\$8,000.00	\$8,000.00
46	BLOWOFF IN PRECAST CONCRETE HANDHOLE (60")	EACH	7	\$7,500.00	\$52,500.00
47	ACCES MANHOLE WITH BLOWOFF (60")	EACH	1	\$8,750.00	\$8,750.00
48	ACCESS MANHOLE (60")	EACH	4	\$8,200.00	\$32,800.00
49	LANDSCAPING ALLOWANCE	ALLOWANCE	1	\$4,500.00	\$4,500.00

SUBTOTAL: \$1,890,711.50  
 CONTINGENCIES (10%): \$189,071.15  
 ESTIMATED CONSTRUCTION COST: \$2,079,782.65  
 ADMINISTRATION, ENGINEERING, SURVEYING, INSPECTION (30%): \$623,934.80  
**TOTAL ESTIMATED PROJECT COST: \$2,703,717.45**

## **APPENDIX B**

### **CITY ASSESSMENT POLICY**

**Section Extracted from City of Waconia Financial Policy & Guidelines  
Last Amended June 19, 2017**

**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 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 benefiting 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 exceeding \$100,000.00 may be accepted by the City.

**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.

*Table continues on next page*

<b>Improvement</b>	<b>Type of Construction</b>	<b>Method</b>
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.
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.

*Table continues on next page*

<b>Improvement</b>	<b>Type of Construction</b>	<b>Method</b>
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 by the most recent U.S. Census Bureau Poverty Threshold compilations. 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.



7. That my social security number is \_\_\_\_\_ Spouse \_\_\_\_\_
8. That on January 2, 20\_\_\_\_ or December 1, 20\_\_\_\_ I owned and occupied the above property as my homestead and such occupancy began on \_\_\_\_\_.
9. That the payments for improvements on the special assessments duly adopted by the City of Waconia as of \_\_\_\_\_ which have been allocated against the subject property would create undue personal hardship on my behalf and I respectfully request that payment be delayed and that such payments be so deferred for the years 20\_\_\_\_ to 20\_\_\_\_\_.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Signature

=====

I, \_\_\_\_\_, City Clerk of the City of Waconia, Carver County, State of Minnesota, do hereby certify that the application of \_\_\_\_\_, above named, has been duly reviewed and that in accordance with the minutes of official record was duly  
 \_\_\_\_\_ **APPROVED** \_\_\_\_\_ **DENIED** as of \_\_\_\_\_, 20\_\_\_\_\_.

That in accordance with approval granted, that the payment for special assessments on the applicant's subject property in the amount of \$\_\_\_\_\_ for the year (s) \_\_\_\_\_ should be so deferred with interest at the annual rate of  $\frac{1}{2}\%$ , until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Dated \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
City Clerk

10/2/2008

## **APPENDIX C**

### **GEOTECHNICAL REPORT**



- CONSULTANTS
- ENVIRONMENTAL
  - GEOTECHNICAL
  - MATERIALS
  - FORENSICS

# **REPORT OF GEOTECHNICAL EXPLORATION**

## 2022 and 2023 Infrastructure Improvements Projects

Waconia, Minnesota

---

AET No. 20-23155

**Date:**

March 10, 2021

**Prepared for:**

City of Waconia  
310 East 10<sup>th</sup> Street  
Waconia, Minnesota 55387

[www.amengtest.com](http://www.amengtest.com)





- CONSULTANTS
- ENVIRONMENTAL
  - GEOTECHNICAL
  - MATERIALS
  - FORENSICS

March 10, 2021

City of Waconia  
310 East 10<sup>th</sup> Street  
Waconia, Minnesota 55387

Attn: Mr. Craig Eldred – Public Services Director

RE: Geotechnical Exploration  
2022 and 2023 Infrastructure Improvements Projects  
Waconia, Minnesota  
AET No. 20-23155

Dear Mr. Eldred:

American Engineering Testing, Inc. (AET) is pleased to present the results of our subsurface exploration program and geotechnical engineering review for the City of Waconia’s 2022 and 2023 Infrastructure Improvements projects. These services were performed according to our proposal to you dated September 15, 2020.

We are submitting an electronic (pdf) copy of the report to you. Additional copies are being sent on your behalf as noted below.

Please contact me if you have any questions about the report. I can also be contacted for arranging construction observation and testing services.

Sincerely,  
**American Engineering Testing, Inc.**

A handwritten signature in black ink, appearing to read 'D.S. Van Heuveln'.

Derek S. Van Heuveln, PE

Senior Engineer

Phone: (651) 789-4656

[dvanheuveln@amengtest.com](mailto:dvanheuveln@amengtest.com)

cc: Mr. Jake Saulsbury, PE – Bolton & Menk, Inc.

**Report of Geotechnical Exploration**

2022 and 2023 Infrastructure Improvements Projects; Waconia, Minnesota  
March 10, 2021  
Report No. 20-23155

AMERICAN  
ENGINEERING  
TESTING, INC.

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**SIGNATURE PAGE**

Prepared for:

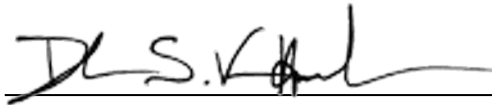
City of Waconia  
310 East 10<sup>th</sup> Street  
Waconia, Minnesota 55387

Attn: Mr. Craig Eldred – Public Services Director

Prepared by:

American Engineering Testing, Inc.  
550 Cleveland Avenue North  
St. Paul, Minnesota 55114  
(651) 659-9001/www.amengtest.com

Authored by:



Derek S. Van Heuveln, PE  
Senior Engineer

Reviewed by:

Gregory R. Reuter, PE, PG, D.GE  
Principal Engineer/Vice President

**I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under Minnesota Statute Section 326.02 to 326.15**

**Name: Derek S. Van Heuveln**

**Date: March 10, 2021 License #: 45922**

---

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## **Report of Geotechnical Exploration**

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March 10, 2021  
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### **1.0 INTRODUCTION**

The City of Waconia (City) is planning future infrastructure improvements projects for 2022 and 2023. To assist planning and design, you have authorized American Engineering Testing, Inc. (AET) to conduct a subsurface exploration program at the site, conduct soil laboratory testing, and perform a geotechnical engineering review for the project. This report presents the results of the above services, and provides our engineering recommendations based on this data.

### **2.0 SCOPE OF SERVICES**

AET's services were performed according to our proposal to you dated September 15, 2020, which you authorized on September 17, 2020. The authorized scope consists of the following.

- Drilling 13 standard penetration test borings to depths ranging from 10 to 25 feet below grade.
- Performing soil laboratory testing, including water content, sieve analysis, and electrical resistivity testing on select samples.
- Conducting a geotechnical engineering review based on the data and preparing this report.

These services are intended for geotechnical purposes only. The scope is not intended to explore for the presence or extent of environmental contamination in the soil or groundwater.

### **3.0 PROJECT INFORMATION**

The following information was provided to us by the City and their designer, Bolton & Menk. The proposed 2022 Infrastructure Improvements project has two work areas. One project area consists of the replacement of retaining walls along the east and west sides of Oak Avenue at the lake channel outlet culvert. The west wall is one tier and the east wall consists of two tiers. These walls, which are located south of Pietz Avenue, are currently segmental block retaining walls, and have deteriorated due to road salt and erosion from the outlet channel; apart from this the walls have performed satisfactorily. Design for these walls has not begun; however, we understand that it is planned to replace these walls with new retaining walls constructed of large wet cast retaining wall blocks, that is, prefabricated modular block wall (PMBW) without soil reinforcement (e.g. a gravity PMBW), per MnDOT nomenclature. The bottom elevation of the

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new walls will closely match the existing walls, and wall heights of 3 to 5 feet (similar to the existing walls) are anticipated. We have been provided with the Retaining Wall Details plan for the existing walls, dated October 14, 1996, as part of our review.

The second part of the 2022 project and the 2023 project includes utility replacement and street reconstruction in downtown Waconia. The project area generally includes Main Street West from Maple Street North to Spruce Street North, and portions of the cross streets within one block south of Main Street. The 2022 project will be from Maple Street to Olive Street, and the 2023 project will be from Olive Street to Spruce Street.

The sanitary sewer is planned to be replaced along Main Street between Maple Street and Pine Street, with smaller replacement areas along Olive Street and Elm Street south of Main Street. Following utility work, street reconstruction will be performed on Main Street and along portions of Olive Street, Elm Street, Pine Street, and Spruce Street.

The above stated information represents our understanding of the proposed construction. This information is an integral part of our engineering review. It is important that you contact us if there are changes from that described so that we can evaluate whether modifications to our recommendations are appropriate.

#### **4.0 SUBSURFACE EXPLORATION AND TESTING**

##### **4.1 Field Exploration Program**

The subsurface exploration program conducted for the project consisted of 13 standard penetration test borings. The number of borings, boring locations, and boring depths were determined by the City and Bolton & Menk. The logs of the borings and details of the methods used appear in Appendix A. The logs contain information concerning soil layering, soil classification, geologic origins, and moisture condition. A density description or consistency is also noted for the natural soils, which is based on the standard penetration resistance (N-value).

The boring locations are shown on Figure 1 in Appendix A. The borings were located in the field by Bolton & Menk. Final boring locations were offset based on underground utilities identified as part of the Gopher State One Call utility clearance. Surface elevations at the boring locations

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were recorded in the field by AET personnel using a GPS unit with  $\pm\frac{1}{2}$ -foot (0.15 meter) accuracy.

#### 4.2 Laboratory Testing

The laboratory test program included water content testing on fine grained (clayey) soils, sieve analysis (gradation only) testing on select samples, and electrical resistivity testing on samples taken from Borings B-12 and B-19. The test results appear in Appendix A on the individual boring logs adjacent to the samples upon which they were performed, on the data sheets following the logs, or presented in the report text below.

### 5.0 SITE CONDITIONS

#### 5.1 Pavement and Aggregate Base Thickness

The bituminous pavement at our boring locations varied from approximately  $2\frac{1}{4}$  inches (Boring B-22) to  $8\frac{1}{4}$  inches (Borings B-11) thick, with an average of about  $5\frac{3}{4}$  inches as measured from the augered boreholes. The varying pavement thickness could be due to overlays.

Apparent aggregate base materials were encountered at each boring location in a thickness that generally varied from approximately 4 to 18 inches. The base soils generally consisted of crushed limestone and silty sands with varying amounts of gravel. At Boring B-20, the possible aggregate base material consisted of a mixture of clayey sands and silty sands. Pieces of geotextile fabric were observed beneath the aggregate base at Borings B-10 to B-12. Please refer to table A for summary information.

**Table 5.1– Pavement and Base Thickness**

<b>Soil Boring No.</b>	<b>Bituminous Thickness (inches)</b>	<b>Aggregate Base Thickness (inches)</b>	<b>Aggregate Base Type and AASHTO Classification</b>
B-10	$7\frac{1}{2}$	12	Silty sand with gravel (A-1-b)
B-11	$8\frac{1}{4}$	12	Crushed limestone (A-1-b)
B-12	$7\frac{1}{2}$	15	Silty sand with gravel (A-1-b)

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Soil Boring No.	Bituminous Thickness (inches)	Aggregate Base Thickness (inches)	Aggregate Base Type and AASHTO Classification
B-13	6½	8½	Crushed limestone (A-1-b)
B-14	6¾	4	Silty sand with gravel (A-1-b)
B-15	6½	>12	Silty sand with gravel (A-1-b)
B-16	5¾	18	Silty sand (A-2-4)
B-17	4¾	4	Crushed limestone and silty sand (A-1-b)
B-18	5½	18	Gravelly silty sand (A-1-b)
B-19	7¼	17	Silty sand (A-2-4)
B-20	2½	9½	Clayey sand and silty sand (A-2-6)
B-21	5	12	Silty sand (A-2-4)
B-22	2¼	10	Silty sand with gravel (A-1-b)

**5.2 Subsurface Soils/Geology****5.2.1 Oak Avenue Area (Borings B-10 and B-11)**

Below the pavement and aggregate base, the Oak Avenue borings encountered fill to depths of 7 to 9¼ feet below grade. The fill could be roadway embankment, retaining wall backfill, or utility trench backfill. The fill consisted mainly of organic clays, lean clays, sandy lean clays, clayey sands, and silty sands with varying amounts of gravel. The N-values in the fill ranged from 4 to 15. The water content ranged from 13% to 38%.

Below the fill, the borings generally encountered naturally-deposited soft to very stiff sandy lean clays and clayey sands (A-6). Boring B-11 encountered a swamp deposit layer below the fill from 7 to 9½ feet below grade consisting of firm organic clay. The water content in the naturally-deposited soils ranged from 17% to 30%.

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AMERICAN  
ENGINEERING  
TESTING, INC.**5.2.2 Main Street Area (Borings B-12 to B-22)**

At the boring locations in the Main Street project areas, the borings encountered fill or possible fill to depths of 1 to 12 feet below grade. The fill could be roadway embankment or utility trench backfill. The fill consisted mainly of sandy lean clays, clayey sands, silty sands, and sands with silt with varying amounts of gravel. We observed pieces of bituminous in portions of the fill. Cinders were observed in the fill from 2 to 4½ feet at Boring B-19. The N-values in the fill ranged from 1 to 28. The water content in the clayey soils ranged from 11% to 28%.

Below the fill, the borings generally encountered naturally-deposited fine alluvium and till soils to the termination depths. A layer of firm organic clay (swamp deposit) was encountered at Boring B-12 from 12 to 14½ feet below grade. The water content of the organic clay was 26%.

The fine alluvial soils consist of lean clays and sandy lean clays. The N-values ranged from 6 to 17. The water content ranged from 24% to 33%. The till soils consist of sandy lean clays, clayey sands, and silty sands. The N-values in these soils ranged from 5 to 54. The water content in the clayey soils ranged from 14% to 23%. An apparent boulder was encountered in boring B-15 at a depth of approximately 5 feet.

**5.3 Groundwater**

We did not encounter groundwater in the majority of the boring locations at the time of our exploration. Groundwater was measured at a depth of 13.7 feet below grade at Boring B-14 and 21.4 feet below grade at Boring B-16. The majority of the site soils are relatively slow draining silty and clayey soils and an extended period of time would be required for groundwater to appear and stabilize in an open borehole; therefore, the absence of groundwater in our borings should not be taken to mean that groundwater would not be encountered in an excavation. Perched water levels can occur in sand and clay matrixes and groundwater may be encountered in some utility excavations. A discussion of the water level measurement methods is presented in Appendix A.

Groundwater levels fluctuate due to varying seasonal and annual rainfall and snow melt amounts, as well as other factors.

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### **5.4 Review of Soil Properties**

Bituminous pavements are “flexible” systems, and require a high level of strength/stability from the upper subgrade zone. Generally, the upper 4 feet of the subgrade is considered the critical subgrade zone. At the test locations, the fill soils in the critical subgrade zone encountered have moderate strength and stability, unless further disturbed.

The soils found in the upper 4 feet range from moderately fast draining sands with silt to slow draining lean clay, sandy lean clay, and clayey sand. These soils have a moderate to high susceptibility to frost heaving and freeze thaw weakening.

The soils in the upper 4 feet of the subgrade had water contents varying from near optimum for compaction, based on our experience with these soils and the standard Proctor test (ASTM D 698), to above optimum moisture, with some water contents as high as 38%. In general, the inorganic soils more than 4 feet below subgrade elevation had water contents that varied from 14% to as high as 33%. The water content in the organic clays encountered in Borings B-11 and B-12 ranged from 26% to 30%. A larger percentage of these soils would be considered above “optimum” water content, and it may be difficult to obtain proper compaction for utility trench backfill.

## **6.0 UTILITY RECOMMENDATIONS**

### **6.1 Approach Discussion**

The natural soils encountered in our borings were primarily clayey till and fine alluvial soils. These soils would generally be judged suitable to support the new utility pipes at depth. However, these till and alluvial soils can include cobbles and boulders, such as at encountered in Boring B-15. This may make excavating procedures somewhat more difficult than normal if they are encountered.

It should be noted that layers of organic clay were encountered at some of the boring locations. Utility pipe support and bedding will be significantly different in those zones than would be required in the alluvial and till soils encountered at our boring locations.

Groundwater was encountered at 2 of the 13 boring locations at depths ranging from approximately 13½ to 21½ feet below grade at the time of our exploration. Excavations for new

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utilities are planned to extend to depths of 14 to 17 feet below grade. The soils at our borings were predominately cohesive (lean clays, sandy lean clays, and clayey sand till and fine alluvium, and organic clay swamp deposits); however sandier seams in the cohesive soil matrix can be waterbearing, as well as layers of silty sands such as encountered at Boring B-22. The project contractor should consider groundwater control, which will need to be carefully planned and executed, as part of their installation process. If dewatering is required, it is the responsibility of the contractor to design the dewatering system. We anticipate groundwater control may be possible by using sump pits and pumps due to the relatively low permeability sandy lean clays and clayey sands.

Please refer to the following sections for additional information.

**6.2 Bedding and Backfilling**

We judge the natural soils encountered at our boring locations should provide acceptable utility foundation support. Where clayey or silty soils are present at pipe grade in open excavations, a 4-inch thick granular bedding layer should be placed beneath pipes to improve support uniformity. In organic soils, this bedding layer should be increased to at least 12 inches. If the soils are soft and susceptible to disturbance, or if organic soils are present, we recommend placing a geotextile separator fabric between the subgrade and the pipe bedding to reduce mixing of the subgrade and the bedding. We also recommend that the contractors remove any cobbles/boulders in the utility line trenches prior to utility line installation. This will reduce the potential for the development of point loads on the pipe that would not be accounted for in the pipe design.

**6.2.1 Pipe Bedding**

For pipe bedding material, we recommend a sand or sand and gravel mix, such as MnDOT 3149.2B2, with less than 12% of the particles (by weight) passing the No. 200 sieve. Imported fill will be required for the pipe bedding.

Pipe bedding should be carefully placed and hand-compacted under the haunches of the pipe, around the pipe, and to a minimum of 6 inches above the crown. As backfill is placed in the trenches, special caution must be given to the densification of the soil around and over the pipe. The contractor may have to use special manual techniques to properly compact the backfill under the haunches of the pipe, in order to prevent voids and prevent lateral movement of the pipe.

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The bedding must be in direct contact with the pipe before the trench is backfilled. This will also help prevent having dissimilar materials contact the metallic pipes and setting up potential corrosion cells.

### **6.2.2 Trench Backfill**

The excavated non-organic soils can be used as backfill for new utility line trenches. The existing soils should be evaluated at the time of excavation to determine if these soils are suitable for use as trench backfill. Soils containing construction debris are generally not recommended for use as backfill, as the debris can make it difficult to adequately compact the entire lift thickness.

Utility trench backfill beneath pavements should be placed per the requirements of MnDOT Specification 2105.3F1 (Specified Density Method). The backfill soils should be placed in a maximum lift thickness of 1 foot or less for the granular soils and 8 inches or less for the cohesive soils. This specification requires soils placed within an excavation trench be compacted to a minimum of 100% of the *standard maximum dry unit weight* defined in ASTM: D698 (Standard Proctor test), at a water content 65% to 102% of the *standard optimum water content*.

The silty and clayey soils found at our borings are sensitive to changes in moisture content and could be difficult to compact at their natural moisture content and/or if they become wet and/or dry of optimum water content after they are excavated. Soils will need to be placed within a certain range of water (moisture) contents to attain desired compaction levels. Moisture conditioning to within this range can be time consuming, labor intensive, and requires favorable weather. Failure to compact the trench backfill to the recommended densities could result in excessive settlement of pavements constructed over this material. If it is not feasible to dry the soils then the backfill should be compacted in thin lifts, with a lower density anticipated and possibly some additional trench settlement. This is the “Quality Compaction Method,” MnDOT Specification 2105.3F.2. However, the top 3 feet of trench backfill should be dried to meet the recommend compaction specifications, as this is in the “critical” subgrade zone. Please refer to the enclosed standard sheets titled “Utility Excavation Backfilling” for additional information.

One method to mitigate differential utility trench backfill is to delay paving of the final wearing course of the pavement until the next construction season to allow settlement to occur and corrective grading/paving to be performed on areas of excessive differential settlement. The

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base course of pavement can be sawcut and removed, the subgrade and aggregate base can be regraded/compacted, and the bituminous base course replaced prior to final paving.

In “green” areas, backfill soils should be placed in reasonable lift thicknesses (about 1 foot or less) and compacted to a minimum of 90% of the Standard Proctor density (ASTM: D698) and/or per the MnDOT “Quality Compaction Method.” If lower compaction levels are attained, more noticeable subsidence at the surface can occur.

**6.2.3 Utility Pipe Corrosion Potential**

The soils encountered in the soil borings were predominately lean clays, sandy lean clays, and clayey sands, with occasional zones of organic clays, silty sands, and sands with silt. We performed soil resistivity on soil samples at Boring B-12 and B-19. The resistivity values were as follows:

**Table 6.2.3 – Resistivity Values**

<b>Soil Boring No.</b>	<b>Depth of Sample Tested (ft.)</b>	<b>Natural Moisture (ohm-cm)</b>	<b>Water Added (ohm-cm)</b>	<b>Soil Type</b>
B-12	7-11½	1210	1200	Fill - Sandy Lean Clay (CL)
B-19	7-9	1080	1010	Sandy Lean Clay (CL)

The above resistivity values, when compared to American Water Work Association (AWWA) charts and other sources, indicate that the clayey soils are considered corrosive. Organic soils are also considered corrosive. Silty sands are considered to be moderately corrosive. Corrosion can occur to buried metallic pipes that are not coated or protected from soils that are considered corrosive, or where fluctuating groundwater levels occur, or where dissimilar backfill has been placed.

In our opinion, the new watermains should have coated (or wrapped) pipes backfilled with a uniform sand bedding placed completely around the pipes so that clayey or organic soils are not

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touching the pipes. The entire system should be designed to be electrically continuous. HDPE pipes installed for directional drilled utilities are not considered corrosive.

## 7.0 PAVEMENTS

### 7.1 Definitions

The italicized words used in this section have specific definitions. These definitions are presented on the attached Standard Sheet entitled “Definitions Relating to Pavement Construction” or in ASTM Standards or MnDOT Specifications. Some of these definitions are also noted in section 6.2 of this report.

### 7.2 Subgrade Preparation

#### 7.2.1 Standard City Pavement Sections

The current City pavement sections incorporate the use of a drained *sand subbase* layer of *Select Granular Material* beneath the aggregate base layer for bituminous pavement systems. The purpose of the *sand subbase* is to provide improved drainage for the aggregate base and upper zone of the subgrade which better controls frost heaving and thaw weakening effects. The appropriate *sand subbase* thickness is usually a function of the underlying soil’s frost and strength properties, and the traffic loadings.

The pavement sections, which also include geotextile fabric below the aggregate base, are as follows:

- Residential Section - 4½ inches bituminous, 6 inches aggregate base, and 12 inches of Select Granular Material (MnDOT 3149.2B.2).
- Truck Route Section - 6½ inches bituminous, 10 inches aggregate base, and 12 to 18 inches of Select Granular Material (MnDOT 3149.2B.2).

It is our opinion that for these project areas, a 1-foot thick *sand subbase* layer would suffice. Where there is a need to vary the thickness of the *sand subbase*, we recommend the thickness have a taper of no steeper than 10H:1V. The subcut and sand layer placement should extend slightly beyond the back of the curb to maintain frost uniformity.

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Because the underlying subgrade soils are generally clayey, and will not allow infiltrating water to percolate quickly, the *sand subbase* layer should be provided with a proper means of subsurface drainage. At the bottom of the *sand subbase*, we recommend the installation of finger drains tied into catch basins. The subsurface drains should be properly engineered and installed per MnDOT Specification 2502 Subsurface Drains, (MnDOT Standard Specifications for Construction, 2018 Edition, pages 394 to 401).

### 7.2.2 Stability Improvement

The final subgrade should have proper stability within the critical subgrade zone. When clayey soils or higher silty content soils are present, stability should be evaluated using the *test roll* procedure. Where unstable soils are found using the *test roll* process, then these soils should be improved by means of scarification, drying, and recompaction; or by subcutting and replacement. We recommend the final soils remaining in place be capable of passing a *test roll* prior to placing the *sand subbase* and/or aggregate base. It is our judgement that a *test roll* should not be necessary on the *sand subbase* material, or where the roadway subgrade consists of sands and sands with silt; in this case, the *test roll* process should be performed at the top of the aggregate base material prior to pavement construction.

We caution that instability of soils present beneath the soils being reworked and compacted may limit the ability to compact the upper soils. In this case, greater depths of subcutting and stability improvement may be needed.

### 7.2.3 Geosynthetic Use

A Type V geotextile fabric can be used for separation purposes below the *sand subbase*. A geotextile fabric (or a geogrid) can be used as reinforcement to aid in off-setting subgrade instability. For stability improvement, the geotextile fabric should be placed on top of the subgrade, below a *sand subbase* layer, which better uses the tensile properties of the fabric. However, you should recognize that the use of a geotextile stabilization fabric over *unstable soils* may not necessarily provide an equivalent off-set (compared to proper soil stabilization). Geotextile fabric use and installation should meet the requirements of MnDOT Specification 3733. A Type V geotextile is judged appropriate for separation purposes. However, if you wish to provide subgrade reinforcement, then a stronger geotextile should be used (Type VI).

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### 7.2.4 Fill Placement/Compaction

Following the subcutting and stabilization of existing soils as needed, fill can be placed as needed to re-attain subgrade elevation. Fill should be placed per the requirements of MnDOT Specification 2105.3.F.1 (Specified Density Method). This specification generally requires soils placed within the *critical subgrade zone* be compacted to a minimum of 100% of the *standard maximum dry unit weight* defined in ASTM: D698 (Standard Proctor test), at a water content 65% to 102% of the *standard optimum water content*. A reduced minimum compaction level of 95% of the *standard maximum dry unit weight* can be used below the *critical subgrade zone*. The moisture content below the upper 3-foot zone shall be from 65% to 115% of the *standard optimum moisture content*. The *sand subbase* can be considered part of a composite subgrade; and the top of the subbase can be figured as the top of the 3-foot subgrade zone needing the 100% compaction level. However, the lower (dry) end of the water content range requirement does not need to apply to the sand subbase.

### 7.3 Subgrade R-value

The limiting on-site subgrade soils are the lean clay, sandy lean clay, and clayey sand soils. Based on the laboratory classification, we recommend using a design R-value of 12.

### 7.4 Aggregate Base

New aggregate base imported for pavement support should meet the gradation and quality requirements for Class 5, 5Q, or 6 per MnDOT Spec. 3138. Aggregate base placement and compaction should be performed according to MnDOT Spec. 2211. All aggregate base material (including existing, imported, or reclaimed) should be tested for compaction using the Penetration Index Method per MnDOT Spec. 2211.3.D.2.c.

### 7.5 Bituminous Pavement Comments

The bituminous materials should meet appropriate MnDOT 2360 specifications. The mix designs presented previously meet minimum requirements. We recommend limiting RAP within the upper wear course to a maximum of 10% and in lower courses to a maximum of 20% to reduce thermal cracking. Minimizing the number of mixes and binder oils (PG grades) used on a project is generally more economical. Other mix design alternatives include the following options:

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- Size-A aggregate (½-inch minus) can be used instead of the Size-B aggregate (¾-inch minus) Size-A aggregate generally provides a “finer” pavement surface and therefore tighter longitudinal joints. Size-B aggregate will generally accommodate Recycled Asphalt Pavement (RAP) more readily than size-A aggregate.
- The use of an F-binder oil (PG 58V-34) in the wear layers will reduce rutting caused by turning movements, slow speeds, and starting/stopping traffic. It will also result in less thermal cracking of the pavement and subsequently less maintenance and better long-term pavement performance.

Regardless of the improvement approach selected, all bituminous pavements require on-going maintenance to reach their design life. Even if placed and compacted properly over stable subgrade conditions, bituminous pavements typically experience cracking in 1 to 3 years, primarily due to temperature-related expansion and shrinkage. We recommend that a regularly scheduled maintenance program consisting of patching of cracks and local distressed areas be implemented. Seal coating of the pavement surface after 3 to 5 years also helps prolong the pavement life.

## **8.0 RETAINING WALLS**

### **8.1 Approach Discussion**

We understand your desired wall type is a prefabricated modular block wall (PMBW) without soil reinforcement (e.g. a gravity PMBW). We recommend that the walls be designed and constructed per MnDOT Special Provision S-2411. As noted, no drawings or plans have been provided to us for the new retaining walls. The City has provided us with a topographic plan view of the area showing that the replacement walls will be placed on the east and west sides of Oak Avenue at the lake outlet culvert. The culvert consists of a 72-inch diameter corrugated metal pipe. You indicated that the walls will be constructed in approximately the same lengths as the existing walls (120 feet for the east wall and 190 feet for the west wall). Exposed wall heights are anticipated to be approximately 3 to 5 feet, similar to the existing walls. Based on the site survey provided, we assume the proposed ground surface elevation along the wall alignment will match the existing walls, which range from 958 to 963 feet on the east wall and 958 to 965 feet on the west wall. It is in our experience that an exposed height of 8 feet is the normal limit using the MnDOT Special Provision for PMBWs without soil reinforcement.

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Our recommended approach to prepare the retaining wall foundation is to excavate the fill and swamp deposited soils below the retaining wall to the underlying naturally-deposited sandy lean clay till at about elevation 951 feet, and placing engineered fill in lifts to re-attain bottom of leveling pad elevation. Excavations to elevation 951 feet will be near the invert elevation of the culvert, and would likely require damming of the outlet channel (e.g. coffer dams) and bypass pumping or other water control to allow earthwork to occur in dry conditions.

If the City is willing to accept an increased risk of greater than normal settlement and wall movement, the walls could be reconstructed in a similar configuration, supported on the in-place foundation soils. The existing walls have performed satisfactorily in regard to settlement and lateral movement, and future wall performance would be anticipated to be similar as long as a similar geometry (grades, exposed heights, alignments) was used for the replacement walls. Geometry changes, such as replacing the current two-tiered east wall with a single wall or increasing wall heights, would result in additional settlement and risk for the City with this approach.

To reduce the risk of greater than normal wall settlement with either the approach of reconstructing the walls in a similar configuration, or with geometry changes, consideration could be given to using compaction grouting to strengthen the existing fill and swamp deposited soils in place, and constructing the new walls on these compaction grouted soils. Compaction grouting is performed by a specialty contractor and consists of inserting a ported probe to the design treatment depth and injecting grout under pressure in lifts as the probe is retracted. The grout is injected in a series of overlapping bulbs, which work to increase the stiffness of the surrounding soils. This approach would be performed to increase the bearing capacity of the in-place soils, reduce foundation settlement, and reduce the required excavation depths, which should result in a lesser need for groundwater/outlet channel control measures. Design of compaction grouting is performed by a specialty contractor based on the conditions encountered at a project site. One local contractor that performs compaction grouting services is Veit & Company, Inc.

Our scope of services did not include global stability analysis, internal stability analysis, or external stability analysis items of sliding, overturning, and compound failure of the walls. We understand that these analyses will be performed by others.

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**8.2 Design Recommendations**

Based on our geotechnical review, we recommend the wall designer utilize the soil parameters in Table 8.2-1 to design the wall and evaluate stability. Please refer to the attached MnDOT Figure 2411-1 “Gravity PMBW Material Definitions/Typical Cross Sections” for additional information.

**Table 8.2-1. Soil Parameters for PMBW External Stability Evaluation**

<b>Soil Description</b>	<b>Unit Weight (pcf)</b>	<b>Drained Friction Angle (degrees)</b>	<b>Undrained Cohesion (psf)</b>
Backfill Soils	125	34	0
Retained Soil	120	28	0
Foundation Soils*	120	28	1,000

\*Assuming soil correction is performed.

We recommend the retained soil parameters based on the existing mixed fill soils, including lean clays, sandy lean clays, clay sands, and silty sands. The foundation soils are assumed to consist of the underlying stiff sandy lean clay till. Additional borings or test pit excavations could be performed to provide additional information on the strength of the retained soil.

We recommend the bottom of the leveling pad be embedded at least 4 feet (i.e. minimum 4 feet of cover for the bottom of the wall) for frost protection, and that a minimum 6-inch thick unreinforced concrete leveling pad be utilized, which is consistent with the PMBW special provisions.

Gravity PMBW’s are not allowed to support traffic within a 1V:1H horizontal distance measured from the front face bottom corner of the bottom block per MnDOT standards. For example, assuming the anticipated maximum exposed wall height of 5 feet and assuming the lowest block course is 3½ feet below grade (on top of the leveling pad) results in the roadway being no closer than 8½ feet behind the top of the wall to satisfy the design standard. A thicker leveling pad could be used to raise the lowest course of block and reduce the roadway set back distance.

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**8.3 Grading Recommendations**

**8.3.1 Excavation**

To prepare the retaining wall area for foundation support, we recommend the excavation of all fill and swamp deposited soils from within the retaining wall footprint to the underlying naturally-deposited stiff sandy lean clay till. Excavations should extend at least 6 inches below the proposed bottom of wall elevation for the placement of a leveling pad (typically unreinforced concrete per the MnDOT PMBW special provisions). This would result in excavation depths at the boring locations as shown in Table 8.3.1.

**Table 8.3.1 – Recommended Excavation Depths**

<b>Boring Location</b>	<b>Surface Elevation (ft)</b>	<b>Excavation Depth (ft)</b>	<b>Approximate Excavation Elevation (ft)</b>
B-10	962.8	12	951
B-11	962.9	12	951

The depth/elevation indicated in Table 8.3.1 is based on the soil condition at the specific boring location. Since conditions will vary away from the boring location, it is recommended that AET geotechnical personnel observe and confirm the competency of the soils in the entire excavation bottom prior to new fill or leveling pad placement.

Where the excavation extends below foundation grade, the excavation bottom and resultant engineered fill system must be oversized laterally beyond the planned outside edges of the foundations to properly support the lateral loads exerted by that foundation. This excavation/engineered fill lateral extension should at least be equal to the vertical depth of fill needed to attain foundation grade at that location (i.e., 1H:1V lateral oversize).

**8.3.2 Excavations Adjacent to Existing Utilities, Roadways, and Culvert**

Extreme care should be exercised when excavating adjacent to the existing culvert, pavements, and utilities, as these activities could possibly undermine foundations, or other grade supported improvements. Excavations should not extend below any existing slabs, pavements, or utilities. Excavation slopes adjacent to the existing structures or utilities should be cut in a benched pattern which should exhibit an overall slope of approximately 2H:1V or flatter and individual benches should not be taller than 2 feet. If this cannot be accomplished, underpinning or soil stabilization may be needed for proper support of the existing structure.

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Groundwater and outlet channel water control may be required to allow excavations and earthwork operations adjacent to the culvert to be performed under dry conditions. If groundwater is encountered, the level of drawdown should be achieved before the excavation reaches the planned elevation and maintained at least 2 feet below the lowest anticipated subgrade or subcut elevation. The water table should not be lowered more than necessary to provide a dry excavation, to reduce the risk of settlement of adjacent structures, pavements, and sewers. It is the responsibility of the designers of the dewatering system to assess the effects of lowering the groundwater on adjacent structures, pavements, or sewers.

**8.3.3 Subgrade Fill Placement and Compaction**

Fill placed to attain grade for foundation support (i.e. to backfill any excavations that may be needed below the leveling pad) should be compacted in thin lifts, such that the entire lift achieves a minimum compaction level of 98% of the standard maximum dry unit weight per ASTM:D698 (Standard Proctor test). Fill placed outside of the 1:1 oversize zone below the leveling pad should have a minimum compaction level of 95% of the standard maximum dry unit weight. All fill should be free of debris, rubble, organics, and other unsuitable materials. All fill soils should be compacted with equipment which will densify the entire lift of fill. Fill should not be placed over frozen soils, and frozen soils should not be used as fill.

**8.4 Foundation Support Recommendations**

The MnDOT PMBW standard plans require an allowable bearing pressure of 2,000 psf for walls up to 10 feet tall (8-foot exposed height, with minimum 2 feet embedment) with level fill at the top of the wall.

Based on the conditions encountered, it is our opinion the encountered soil conditions would be suitable for conventional foundation design for PMBW retaining walls based on an allowable soil bearing pressure of up to 2,000 psf. It is our judgment this design pressure will have a factor of safety of at least 3 with respect to the ultimate bearing capacity. We estimate that total settlements under these loadings should not exceed 1-inch and differential settlements are estimated to be less than 1"/200" over the length of each wall assuming the soils along the length of the wall are uniform as depicted in the borings.

The bottoms of all foundation excavations should be free of water and loose soil prior to placing structural fill or concrete. Structural fill should be placed soon after excavating to reduce bearing

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soil disturbance, and concrete should be placed soon after excavating or completion of the structural fill placement. If the materials at bearing level become excessively dry, disturbed, saturated, or frozen, the affected material should be removed and replaced prior to placing concrete.

**8.5 Wall Backfill Recommendations**

The new wall backfill should consist of *Select Granular Material Modified 10%* per the MnDOT PMBW special provisions. The new fill material should provide a minimum friction angle of 34 degrees, which should be confirmed via material testing in accordance with Standard Method of Direct Shear Test of Soils under Consolidated Drained Conditions (ASTM: D3080/AASHTO T236). The zone of sand backfill should extend behind the wall to a 2V:1H (i.e. 63 degree) backslope up from the back of the leveling pad for the blocks.

Wall backfill should be compacted in thin lifts, such that the entire lift achieves a minimum compaction level of at least 95% of the standard maximum dry unit weight per ASTM: D698 (Standard Proctor test). Note the MnDOT PMBW specifications or the wall designer may require a higher compaction level, particularly if the backfill supports pavements or other surface structures.

Compaction within 3 feet of the back of the retaining wall should be accomplished with hand-operated tampers or other lightweight compactors. Over-compaction may cause excessive lateral earth pressures which could result in unexpected wall movement or cracking.

**8.6 Wall Drainage Recommendations**

We recommend that a perforated drainpipe wrapped with Type I geotextile (meeting MnDOT Spec. 3733) be placed immediately behind the block at the same elevation as the lowest block course, on top of the concrete leveling pad. The drain pipe should extend through the wall at maximum intervals of 150 feet to gravity outlet or connect to the existing storm sewer system, if feasible.

## **9.0 CONSTRUCTION CONSIDERATIONS**

### **9.1 Potential Difficulties**

#### ***9.1.1 Water in Excavations***

Groundwater was observed in 2 of the 13 borings drilled in the planned project areas. Groundwater should also be expected near the level of the lake outlet channel. Water also can be expected to collect in the excavation bottom during times of inclement weather or snow melt. To allow observation of the excavation bottom, to reduce the potential for soil disturbance, and to facilitate filling operations, we recommend water be removed from within the excavation during construction. Based on the soils encountered, we anticipate the groundwater can be handled with conventional sump pumping.

If groundwater is encountered, the level of drawdown should be achieved before the excavation reaches the planned elevation and maintained at least 2 feet below the lowest anticipated subgrade or subcut elevation. The water table should not be lowered more than necessary to provide a dry excavation, to reduce the risk of settlement of adjacent structures, pavements, and sewers. It is the responsibility of the designers of the dewatering system to assess the effects of lowering the groundwater on adjacent structures, pavements, or sewers.

#### ***9.1.2 Disturbance of Soils***

The on-site soils can be disturbed under construction traffic, especially if the soils are wet. If soils become disturbed, they should be subcut to the underlying undisturbed soils. The subcut soils can then be dried and recompact back into place, or they should be removed and replaced with drier imported fill.

#### ***9.1.3 Cobbles and Boulders***

The soils at this site can include cobbles and boulders. This may make excavating procedures somewhat more difficult than normal if they are encountered.

### **9.2 Excavation Backsloping**

If excavation faces are not retained, the excavations should maintain maximum allowable slopes in accordance with *OSHA Regulations (Standards 29 CFR), Part 1926, Subpart P, "Excavations"* (can be found on [www.osha.gov](http://www.osha.gov)). Even with the required OSHA sloping, water

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seepage or surface runoff can potentially induce sideslope erosion or sloughing which could require slope maintenance.

**9.3 Observation and Testing**

The recommendations in this report are based on the subsurface conditions found at our test boring locations. Since the soil conditions can be expected to vary away from the soil boring locations, we recommend on-site observation by a geotechnical engineer/technician during construction to evaluate these potential changes. Soil density testing should also be performed on new fill placed in order to document that project specifications for compaction have been satisfied.

**10.0 ASTM STANDARDS**

When we refer to an ASTM Standard in this report, we mean that our services were performed in general accordance with that standard. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.

**11.0 LIMITATIONS**

Within the limitations of scope, budget, and schedule, we have endeavored to provide our services according to generally accepted geotechnical engineering practices at this time and location. Other than this, no warranty, express or implied, is intended.

Important information regarding risk management and proper use of this report is given in Appendix B entitled “Geotechnical Report Limitations and Guidelines for Use.”

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## **UTILITY EXCAVATION BACKFILLING**

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### **GENERAL**

Clayey and silty soils are often difficult to compact, as they may be naturally wet or dry, or may become wet due to ground water or runoff water during construction. Soils will need to be placed within a certain range of water (moisture) content to attain desired compaction levels. Moisture conditioning to within this range can be time consuming and labor intensive, and will require favorable weather.

The degree of compaction and the soil type used for backfill within open cut utility excavations depends on the eventual function of the overlying land surface. Details are as follows:

### **ROADWAYS**

Where trenches are located below roadways, we recommend using inorganic fill and compacting these soils per MnDOT Specification 2105.3F1 (Specified Density Method). On MnDOT funded roads, the 2016 Specification requires 100% compaction over the entire trench depth. On non-MnDOT funded roads, we feel the specification can be relaxed to the previous version of achieving 100% of the Standard Proctor density in the upper 3-foot subgrade zone, and 95% below this depth. Note that this specification also includes moisture content range requirements which are important for proper subgrade stability.

Where available soils are wet or of poor quality, it may be possible to use the "Quality Compaction Method" (MnDOT Specification 2105.3F2) for soils below the upper 3-foot subgrade zone if you can tolerate some subsidence. However, a high level of stability is still important within the upper subgrade zone and recommend that the "Specified Density Method" be used in this upper subgrade area. We caution that if backfill soils in the lower trench area are significantly unstable, it may be difficult or even impossible to properly compact soils within the upper 3-foot subgrade zone. In this case, road subgrade stability can be improved by placing a geotextile reinforcement fabric directly over the unstable soils followed by properly drained granular fill placement.

### **STRUCTURAL AREAS**

If fill is placed beneath or within the significant zone of influence of a structure (typically a 1:1 lateral oversize zone), the soil type and minimum compaction level will need to be evaluated on an individual basis. Because trenches result in variable fill depths over a short lateral distance, higher than normal compaction levels and/or more favorable (sandy) soil fill types may be needed. If this situation exists, it is important that special geotechnical engineering review be performed.

### **NON-STRUCTURAL AREAS**

In grass/ditch areas, backfill soils should be placed in reasonable lift thicknesses and compacted to a minimum of 90% of the Standard Proctor density (ASTM: D698) and/or per the MnDOT "Quality Compaction Method." If lower compaction levels are accepted, more noticeable subsidence at the surface can occur. Steep or high slopes require special consideration, and if this situation exists, it is important that special geotechnical engineering review be performed.

### **SPECIAL CASES**

Structural retention systems are often used to reduce impacts on adjacent streets/improvements. If localized excavations/pits or annular spaces are created which need to be backfilled, it may not be possible to place and compact soils by the conventional means of backfilling. Retraction of structural systems can also leave soils loosened. Significant settlement can occur in areas where backfill cannot be compacted. If these situations are located in non-structural or non-paved areas, it may be reasonable to accept the settlements and associated follow-up maintenance in order avoid the high cost of trying to compact the soil or placing flowable lean concrete fill. However, there may be areas where fill settlement needs to be avoided, especially as the settlement will be differential from the surrounding surface, or differential from a buried structure in the case of higher piping entering the structure. Where settlement needs to be avoided, the specification should require that the contractor submit a backfill compaction plan along with the retention plan. Improper sequencing of retention system removal and backfilling of the pits could result in excessive settlement and/or lateral movement of nearby improvements.

## DEFINITIONS RELATING TO PAVEMENT CONSTRUCTION

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**Top of subgrade:** Grade which contacts the bottom of the aggregate base layer.

**Sand subbase:** Uniform thickness sand layer placed as the top of subgrade which is intended to improve the frost and drainage characteristics of the pavement system by increasing drainage of excess water in the aggregate base and subbase, by reducing and “bridging” frost heaving, and by reducing spring thaw weakening effects.

**Critical subgrade zone:** The subgrade portion beneath and within three vertical feet of the top of subgrade. A sand subbase, if placed, would be considered the upper portion of the critical subgrade zone.

**Suitable Grading Material:** Mineral soil materials, typically from the project site, excluding the following: 1) soils which have an organic content exceeding 3%, 2) cohesive soils having a Liquid Limit exceeding 50%, 3) soils which include debris, cobbles, and/or boulders, and 4) soils which are considered acceptable from an environmental standpoint. The soil must also be capable of attaining the specified compaction level at its current water content or at a water content that can be reasonably scarified, blended, and moisture conditioned to a uniform water content in order to uniformly meet compaction requirements.

**Granular Material:** Soils meeting MnDOT Specification 3149.2B.1. This refers to granular soils which, of the portion passing the 1" sieve, contain less than 20% by weight passing the #200 sieve.

**Select Granular Material:** Soils meeting MnDOT Specification 3149.2B.2. This refers to granular soils which, of the portion passing the 1" sieve, contain less than 12% by weight passing the #200 sieve.

**Select Granular Material (Super Sand):** Soils meeting MnDOT Specification 3149.2B.3. This material is cleaner and coarser than Select Granular Material (see specification for specific requirements).

**Compaction Subcut:** Construction of a uniform thickness subcut below a designated grade to provide uniformity and compaction within the subcut zone. Replacement fill can be the materials subcut, although the reused soils should be blended to a uniform soil condition, moisture conditioned as needed to meet MnDOT Specification 2105.F; and re-compacted per the Specified Density Method defined in MnDOT Specification 2105.3F.1.

**Test Roll:** A means of evaluating the near-surface stability of subgrade soils (usually non-granular). Suitability is determined by the depth of rutting or deflection caused by passage of heavy rubber-tired construction equipment, such as a loaded dump truck, over the test area. Yielding of less than 1" is normally considered acceptable, although engineering judgment may be applied depending on the equipment used, soil conditions present, and/or depth below final grade.

**Unstable Soils:** Subgrade soils which do not pass a test roll. Unstable soils typically have water content exceeding the *standard optimum water content* defined in ASTM:D698 (Standard Proctor test).

**Organic Soils:** Soils which have sufficient organic content such that the soils engineering properties are negatively affected (typically more than 3% organic content). These soils are usually black to dark brown in color.

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## **Appendix A**

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Geotechnical Field Exploration and Testing

Boring Log Notes

Unified Soil Classification System

AASHTO Classification System

Figures 1 to 3 – Boring Locations

Subsurface Boring Logs

Sieve Analysis Tests

MnDOT Figure 2411-1 Gravity PMBW Material Definitions/Typical Cross  
Sections

**Appendix A**  
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## **A.1 FIELD EXPLORATION**

The subsurface conditions at the site were explored by drilling and sampling 13 standard penetration test borings. The locations of the borings appear on Figure 1, preceding the Subsurface Boring Logs in this appendix.

## **A.2 SAMPLING METHODS**

### **A.2.1 Split-Spoon Samples (SS) - Calibrated to $N_{60}$ Values**

Standard penetration (split-spoon) samples were collected in general accordance with ASTM: D1586 with one primary modification. The ASTM test method consists of driving a 2-inch O.D. split-barrel sampler into the in-situ soil with a 140-pound hammer dropped from a height of 30 inches. The sampler is driven a total of 18 inches into the soil. After an initial set of 6 inches, the number of hammer blows to drive the sampler the final 12 inches is known as the standard penetration resistance or N-value. Our method uses a modified hammer weight, which is determined by measuring the system energy using a Pile Driving Analyzer (PDA) and an instrumented rod.

In the past, standard penetration N-value tests were performed using a rope and cathead for the lift and drop system. The energy transferred to the split-spoon sampler was typically limited to about 60% of its potential energy due to the friction inherent in this system. This converted energy then provides what is known as an  $N_{60}$  blow count.

The most recent drill rigs incorporate an automatic hammer lift and drop system, which has higher energy efficiency and subsequently results in lower N-values than the traditional  $N_{60}$  values. By using the PDA energy measurement equipment, we are able to determine actual energy generated by the drop hammer. With the various hammer systems available, we have found highly variable energies ranging from 55% to over 100%. Therefore, the intent of AET's hammer calibrations is to vary the hammer weight such that hammer energies lie within about 60% to 65% of the theoretical energy of a 140-pound weight falling 30 inches. The current ASTM procedure acknowledges the wide variation in N-values, stating that N-values of 100% or more have been observed. Although we have not yet determined the statistical measurement uncertainty of our calibrated method to date, we can state that the accuracy deviation of the N-values using this method is significantly better than the standard ASTM Method.

### **A.2.2 Disturbed Samples (DS)/Spin-up Samples (SU)**

Sample types described as "DS" or "SU" on the boring logs are disturbed samples, which are taken from the flights of the auger. Because the auger disturbs the samples, possible soil layering and contact depths should be considered approximate.

### **A.2.3 Sampling Limitations**

Unless actually observed in a sample, contacts between soil layers are estimated based on the spacing of samples and the action of drilling tools. Cobbles, boulders, and other large objects generally cannot be recovered from test borings, and they may be present in the ground even if they are not noted on the boring logs.

Determining the thickness of "topsoil" layers is usually limited, due to variations in topsoil definition, sample recovery, and other factors. Visual-manual description often relies on color for determination, and transitioning changes can account for significant variation in thickness judgment. Accordingly, the topsoil thickness presented on the logs should not be the sole basis for calculating topsoil stripping depths and volumes. If more accurate information is needed relating to thickness and topsoil quality definition, alternate methods of sample retrieval and testing should be employed.

## **A.3 CLASSIFICATION METHODS**

Soil descriptions shown on the boring logs are based on the Unified Soil Classification (USC) system. The USC system is described in ASTM: D2487 and D2488. Where laboratory classification tests (sieve analysis or Atterberg Limits) have been performed, accurate classifications per ASTM: D2487 are possible. Otherwise, soil descriptions shown on the boring logs are visual-manual judgments. Charts are attached which provide information on the USC system, the descriptive terminology, and the symbols used on the boring logs.

Visual-manual judgment of the AASHTO Soil Group is also noted as a part of the soil description. A chart presenting details of the AASHTO Soil Classification System is also attached.

**Appendix A**  
**Geotechnical Field Exploration and Testing**  
**Report No. 20-23155**

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The boring logs include descriptions of apparent geology. The geologic depositional origin of each soil layer is interpreted primarily by observation of the soil samples, which can be limited. Observations of the surrounding topography, vegetation, and development can sometimes aid this judgment.

#### **A.4 WATER LEVEL MEASUREMENTS**

The ground water level measurements are shown at the bottom of the boring logs. The following information appears under “Water Level Measurements” on the logs:

- ♦ Date and Time of measurement
- ♦ Sampled Depth: lowest depth of soil sampling at the time of measurement
- ♦ Casing Depth: depth to bottom of casing or hollow-stem auger at time of measurement
- ♦ Cave-in Depth: depth at which measuring tape stops in the borehole
- ♦ Water Level: depth in the borehole where free water is encountered
- ♦ Drilling Fluid Level: same as Water Level, except that the liquid in the borehole is drilling fluid

The true location of the water table at the boring locations may be different than the water levels measured in the boreholes. This is possible because there are several factors that can affect the water level measurements in the borehole. Some of these factors include: permeability of each soil layer in profile, presence of perched water, amount of time between water level readings, presence of drilling fluid, weather conditions, and use of borehole casing.

#### **A.5 LABORATORY TEST METHODS**

##### **A.5.1 Water Content Tests**

Conducted per AET Procedure 01-LAB-010, which is performed in general accordance with ASTM: D2216 and AASHTO: T265.

##### **A.5.2 Sieve Analysis of Soils (thru #200 Sieve)**

Conducted per AET Procedure 01-LAB-040, which is performed in general conformance with ASTM: D6913, Method A.

##### **A.5.3 Laboratory Soil Resistivity using the Wenner Four-Electrode Method**

Conducted per AET Procedure 01-LAB-090, which is performed using Soil Box apparatus in the laboratory in general accordance with ASTM: G57

#### **A.6 TEST STANDARD LIMITATIONS**

Field and laboratory testing is done in general conformance with the described procedures. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.

#### **A.7 SAMPLE STORAGE**

Unless notified to do otherwise, we routinely retain representative samples of the soils recovered from the borings for a period of 30 days.

## BORING LOG NOTES

### DRILLING AND SAMPLING SYMBOLS

Symbol	Definition
AR:	Sample of material obtained from cuttings blown out the top of the borehole during air rotary procedure.
B, H, N:	Size of flush-joint casing
CAS:	Pipe casing, number indicates nominal diameter in inches
COT:	Clean-out tube
DC:	Drive casing; number indicates diameter in inches
DM:	Drilling mud or bentonite slurry
DR:	Driller (initials)
DS:	Disturbed sample from auger flights
DP:	Direct push drilling; a 2.125 inch OD outer casing with an inner 1½ inch ID plastic tube is driven continuously into the ground.
FA:	Flight auger; number indicates outside diameter in inches
HA:	Hand auger; number indicates outside diameter
HSA:	Hollow stem auger; number indicates inside diameter in inches
LG:	Field logger (initials)
MC:	Column used to describe moisture condition of samples and for the ground water level symbols
N (BPF):	Standard penetration resistance (N-value) in blows per foot (see notes)
NQ:	NQ wireline core barrel
PQ:	PQ wireline core barrel
RDA:	Rotary drilling with compressed air and roller or drag bit.
RDF:	Rotary drilling with drilling fluid and roller or drag bit
REC:	In split-spoon (see notes), direct push and thin-walled tube sampling, the recovered length (in inches) of sample. In rock coring, the length of core recovered (expressed as percent of the total core run). Zero indicates no sample recovered.
SS:	Standard split-spoon sampler (steel; 1.5" is inside diameter; 2" outside diameter); unless indicated otherwise
SU	Spin-up sample from hollow stem auger
TW:	Thin-walled tube; number indicates inside diameter in inches
WASH:	Sample of material obtained by screening returning rotary drilling fluid or by which has collected inside the borehole after "falling" through drilling fluid
WH:	Sampler advanced by static weight of drill rod and hammer
WR:	Sampler advanced by static weight of drill rod
94mm:	94 millimeter wireline core barrel
▼:	Water level directly measured in boring
▽:	Estimated water level based solely on sample appearance

### TEST SYMBOLS

Symbol	Definition
CONS:	One-dimensional consolidation test
DEN:	Dry density, pcf
DST:	Direct shear test
E:	Pressuremeter Modulus, tsf
HYD:	Hydrometer analysis
LL:	Liquid Limit, %
LP:	Pressuremeter Limit Pressure, tsf
OC:	Organic Content, %
PERM:	Coefficient of permeability (K) test; F - Field; L - Laboratory
PL:	Plastic Limit, %
q <sub>p</sub> :	Pocket Penetrometer strength, tsf ( <u>approximate</u> )
q <sub>c</sub> :	Static cone bearing pressure, tsf
q <sub>u</sub> :	Unconfined compressive strength, psf
R:	Electrical Resistivity, ohm-cms
RQD:	Rock Quality Designation of Rock Core, in percent (aggregate length of core pieces 4" or more in length as a percent of total core run)
SA:	Sieve analysis
TRX:	Triaxial compression test
VSR:	Vane shear strength, remolded (field), psf
VSU:	Vane shear strength, undisturbed (field), psf
WC:	Water content, as percent of dry weight
%-200:	Percent of material finer than #200 sieve

### STANDARD PENETRATION TEST NOTES

#### (Calibrated Hammer Weight)

The standard penetration test consists of driving a split-spoon sampler with a drop hammer (calibrated weight varies to provide N<sub>60</sub> values) and counting the number of blows applied in each of three 6" increments of penetration. If the sampler is driven less than 18" (usually in highly resistant material), permitted in ASTM: D1586, the blows for each complete 6" increment and for each partial increment is on the boring log. For partial increments, the number of blows is shown to the nearest 0.1' below the slash.

The length of sample recovered, as shown on the "REC" column, may be greater than the distance indicated in the N column. The disparity is because the N-value is recorded below the initial 6" set (unless partial penetration defined in ASTM: D1586 is encountered) whereas the length of sample recovered is for the entire sampler drive (which may even extend more than 18").

**UNIFIED SOIL CLASSIFICATION SYSTEM**  
**ASTM Designations: D 2487, D2488**

**AMERICAN  
ENGINEERING  
TESTING, INC.**

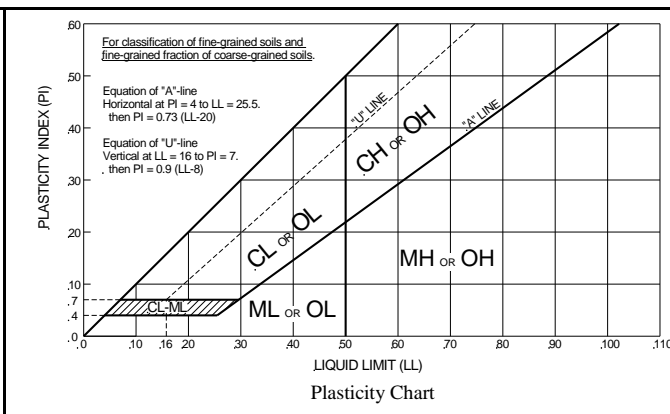
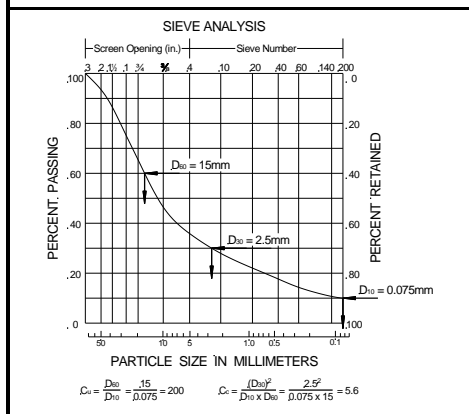


Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>A</sup>				Soil Classification		
				Group Symbol	Group Name <sup>B</sup>	
Coarse-Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines <sup>C</sup>	$Cu \geq 4$ and $1 \leq Cc \leq 3$ <sup>E</sup>	GW	Well graded gravel <sup>F</sup>	
			$Cu < 4$ and/or $1 > Cc > 3$ <sup>E</sup>	GP	Poorly graded gravel <sup>F</sup>	
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines <sup>D</sup>	$Cu \geq 6$ and $1 \leq Cc \leq 3$ <sup>E</sup>	SW	Well-graded sand <sup>I</sup>	
			$Cu < 6$ and/or $1 > Cc > 3$ <sup>E</sup>	SP	Poorly-graded sand <sup>I</sup>	
	Sands with Fines more than 12% fines <sup>D</sup>	Fines classify as ML or MH		SM	Silty sand <sup>G,H,I</sup>	
		Fines classify as CL or CH		SC	Clayey sand <sup>G,H,I</sup>	
Fine-Grained Soils 50% or more passes the No. 200 sieve  (see Plasticity Chart below)	Silt and Clays Liquid limit less than 50	inorganic	PI > 7 and plots on or above "A" line <sup>J</sup>	CL	Lean clay <sup>K,L,M</sup>	
			PI < 4 or plots below "A" line <sup>J</sup>	ML	Silt <sup>K,L,M</sup>	
		organic	Liquid limit - oven dried < 0.75 Liquid limit - not dried		OL	Organic clay <sup>K,L,M,N</sup>
						Organic silt <sup>K,L,M,O</sup>
	Silt and Clays Liquid limit 50 or more	inorganic	PI plots on or above "A" line		CH	Fat clay <sup>K,L,M</sup>
			PI plots below "A" line		MH	Elastic silt <sup>K,L,M</sup>
		organic	Liquid limit - oven dried < 0.75 Liquid limit - not dried		OH	Organic clay <sup>K,L,M,P</sup>
						Organic silt <sup>K,L,M,Q</sup>
	Highly organic soil		Primarily organic matter, dark in color, and organic in odor		PT	Peat <sup>R</sup>

**Notes**  
<sup>A</sup>Based on the material passing the 3-in (75-mm) sieve.  
<sup>B</sup>If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.  
<sup>C</sup>Gravels with 5 to 12% fines require dual symbols:  
 GW-GM well-graded gravel with silt  
 GW-GC well-graded gravel with clay  
 GP-GM poorly graded gravel with silt  
 GP-GC poorly graded gravel with clay  
<sup>D</sup>Sands with 5 to 12% fines require dual symbols:  
 SW-SM well-graded sand with silt  
 SW-SC well-graded sand with clay  
 SP-SM poorly graded sand with silt  
 SP-SC poorly graded sand with clay

$$C_u = D_{60}/D_{10}, \quad C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

<sup>F</sup>If soil contains  $\geq 15\%$  sand, add "with sand" to group name.  
<sup>G</sup>If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.  
<sup>H</sup>If fines are organic, add "with organic fines" to group name.  
<sup>I</sup>If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.  
<sup>J</sup>If Atterberg limits plot is hatched area, soil is a CL-ML silty clay.  
<sup>K</sup>If soil contains 15 to 29% plus No. 200 add "with sand" or "with gravel", whichever is predominant.  
<sup>L</sup>If soil contains  $\geq 30\%$  plus No. 200, predominantly sand, add "sandy" to group name.  
<sup>M</sup>If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.  
<sup>N</sup>PI  $\geq 4$  and plots on or above "A" line.  
<sup>O</sup>PI < 4 or plots below "A" line.  
<sup>P</sup>PI plots on or above "A" line.  
<sup>Q</sup>PI plots below "A" line.  
<sup>R</sup>Fiber Content description shown below.



**ADDITIONAL TERMINOLOGY NOTES USED BY AET FOR SOIL IDENTIFICATION AND DESCRIPTION**

Grain Size		Gravel Percentages		Consistency of Plastic Soils		Relative Density of Non-Plastic Soils	
Term	Particle Size	Term	Percent	Term	N-Value, BPF	Term	N-Value, BPF
Boulders	Over 12"	A Little Gravel	3% - 14%	Very Soft	less than 2	Very Loose	0 - 4
Cobbles	3" to 12"	With Gravel	15% - 29%	Soft	2 - 4	Loose	5 - 10
Gravel	#4 sieve to 3"	Gravelly	30% - 50%	Firm	5 - 8	Medium Dense	11 - 30
Sand	#200 to #4 sieve			Stiff	9 - 15	Dense	31 - 50
Fines (silt & clay)	Pass #200 sieve			Very Stiff	16 - 30	Very Dense	Greater than 50
				Hard	Greater than 30		
<b>Moisture/Frost Condition (MC Column)</b>		<b>Layering Notes</b>		<b>Peat Description</b>		<b>Organic Description (if no lab tests)</b>	
D (Dry):	Absence of moisture, dusty, dry to touch.	Laminations:	Layers less than 1/2" thick of differing material or color.	Term	Fiber Content (Visual Estimate)	Soils are described as <i>organic</i> , if soil is not peat and is judged to have sufficient organic fines content to influence the Liquid Limit properties. <i>Slightly organic</i> used for borderline cases.	
M (Moist):	Damp, although free water not visible. Soil may still have a high water content (over "optimum").	Lenses:	Pockets or layers greater than 1/2" thick of differing material or color.	Fibric Peat:	Greater than 67%	Root Inclusions	
W (Wet/Waterbearing):	Free water visible, intended to describe non-plastic soils. Waterbearing usually relates to sands and sand with silt.			Hemic Peat:	33 - 67%	With roots: Judged to have sufficient quantity of roots to influence the soil properties.	
F (Frozen):	Soil frozen			Sapric Peat:	Less than 33%	Trace roots: Small roots present, but not judged to be in sufficient quantity to significantly affect soil properties.	

# AASHTO SOIL CLASSIFICATION SYSTEM

## AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS

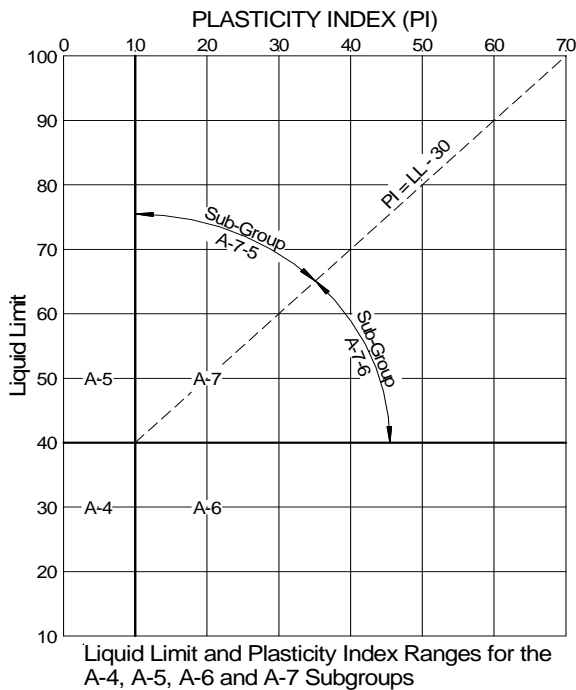
Classification of Soils and Soil-Aggregate Mixtures

General Classification	Granular Materials (35% or less passing No. 200 sieve)							Silt-Clay Materials (More than 35% passing No. 200 sieve)			
	A-1		A-3	A-2				A-4	A-5	A-6	A-7
	A-1-a	A-1-b		A-2-4	A-2-5	A-2-6	A-2-7				A-7-5 A-7-6
Sieve Analysis, Percent passing:											
No. 10 (2.00 mm) .....	50 max.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
No. 40 (0.425 mm) .....	30 max.	50 max.	51 min.	.....	.....	.....	.....	.....	.....	.....	.....
No. 200 (0.075 mm) .....	15 max.	25 max.	10 max.	35 max.	35 max.	35 max.	35 max.	36 min.	36 min.	36 min.	36 min.
Characteristics of Fraction Passing No. 40 (0.425 mm)											
Liquid limit .....	.....	.....	.....	40 max.	41 min.	40 max.	41 min.	40 max.	41 min.	40 max.	41 min.
Plasticity index .....	6 max.	N.P.	10 max.	10 max.	11 min.	11 min.	10 max.	10 max.	11 min.	11 min.	11 min.
Usual Types of Significant Constituent Materials	Stone Fragments, Gravel and Sand		Fine Sand	Silty or Clayey Gravel and Sand				Silty Soils		Clayey Soils	
General Ratings as Subgrade .....	Excellent to Good							Fair to Poor			

The placing of A-3 before A-2 is necessary in the "left to right elimination process" and does not indicate superiority of A-3 over A-2.

Plasticity index of A-7-5 subgroup is equal to or less than LL minus 30. Plasticity index of A-7-6 subgroup is greater than LL minus 30.

Group A-8 soils are organic clays or peat with organic content >5%.



**Definitions of Gravel, Sand and Silt-Clay**

The terms "gravel", "coarse sand", "fine sand" and "silt-clay", as determinable from the minimum test data required in this classification arrangement and as used in subsequent word descriptions are defined as follows:

**GRAVEL** - Material passing sieve with 3-in. square openings and retained on the No. 10 sieve.

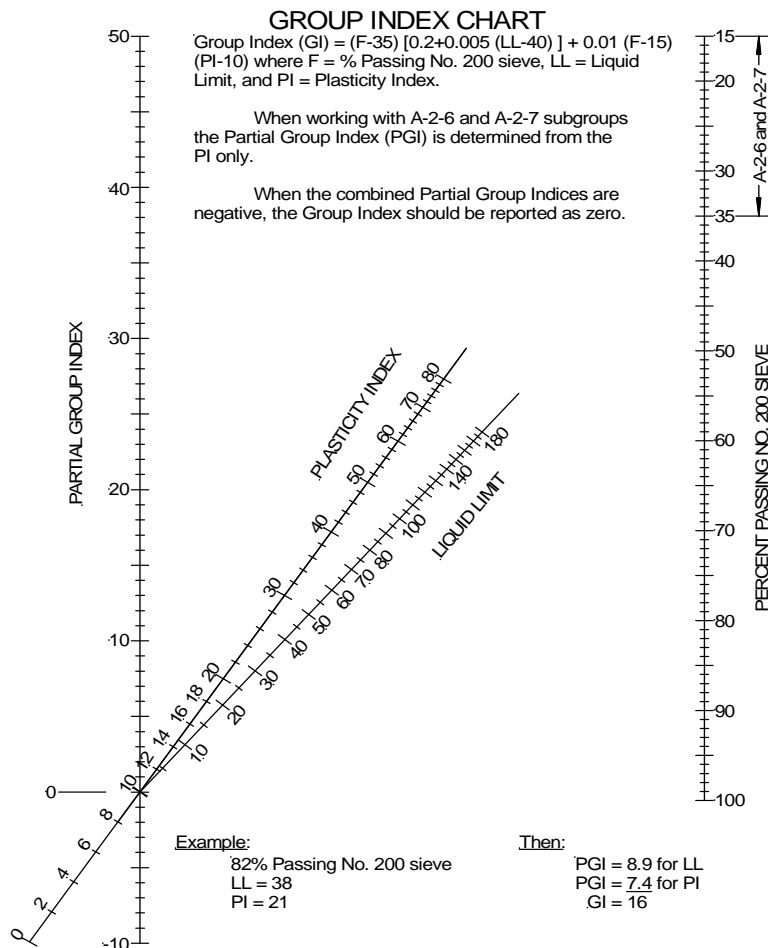
**COARSE SAND** - Material passing the No. 10 sieve and retained on the No. 40 sieve.

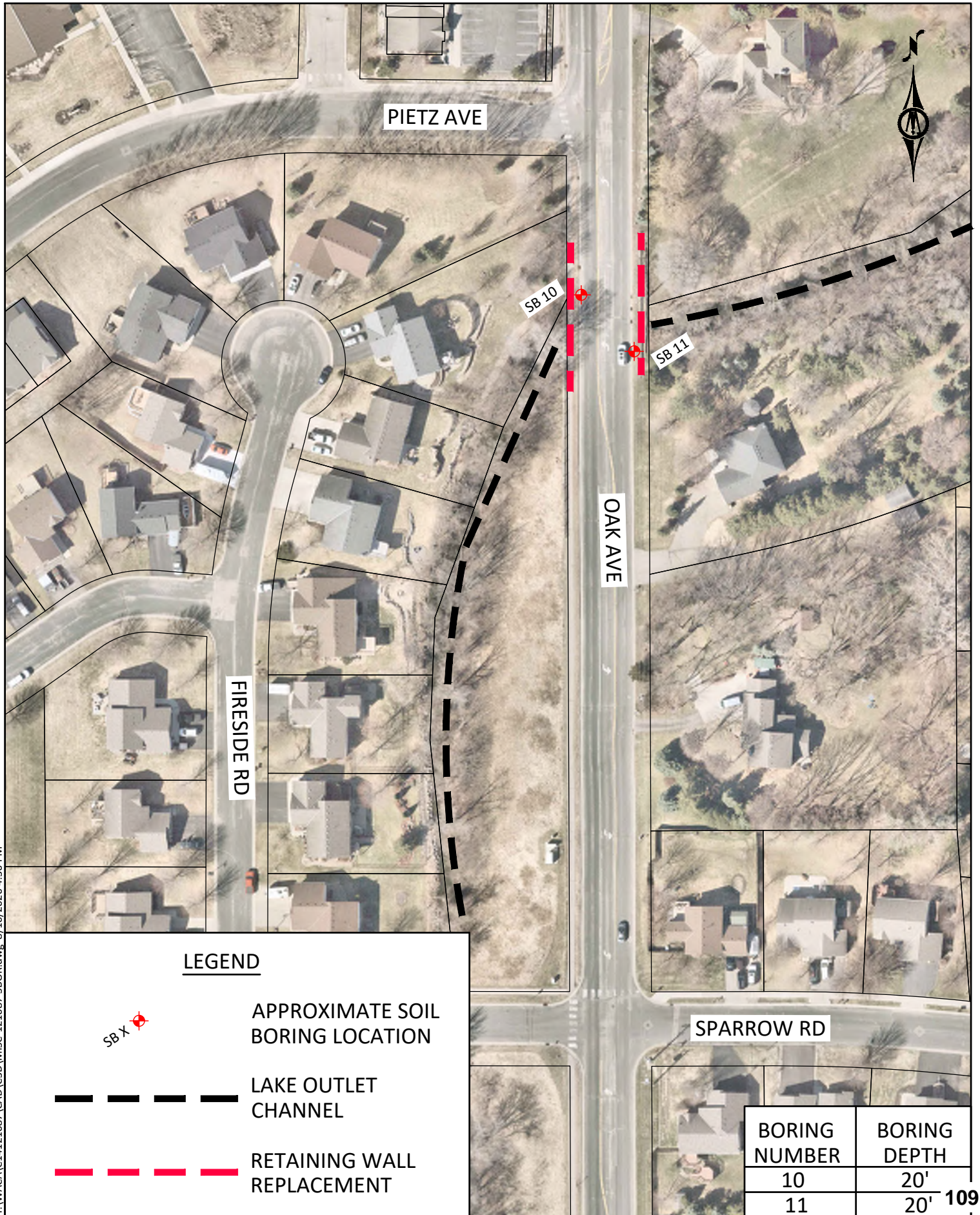
**FINE SAND** - Material passing the No. 40 sieve and retained on the No. 200 sieve.

**COMBINED SILT AND CLAY** - Material passing the No. 200 sieve

**BOULDERS** (retained on 3-in. sieve) should be excluded from the portion of the sample to which the classification is applied, but the percentage of such material, if any, in the sample should be recorded.

The term "silty" is applied to fine material having plasticity index of 10 or less and the term "clayey" is applied to fine material having plasticity index of 11 or greater.





**LEGEND**



APPROXIMATE SOIL BORING LOCATION

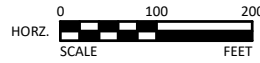


LAKE OUTLET CHANNEL



RETAINING WALL REPLACEMENT

BORING NUMBER	BORING DEPTH
10	20'
11	20'



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**LEGEND**

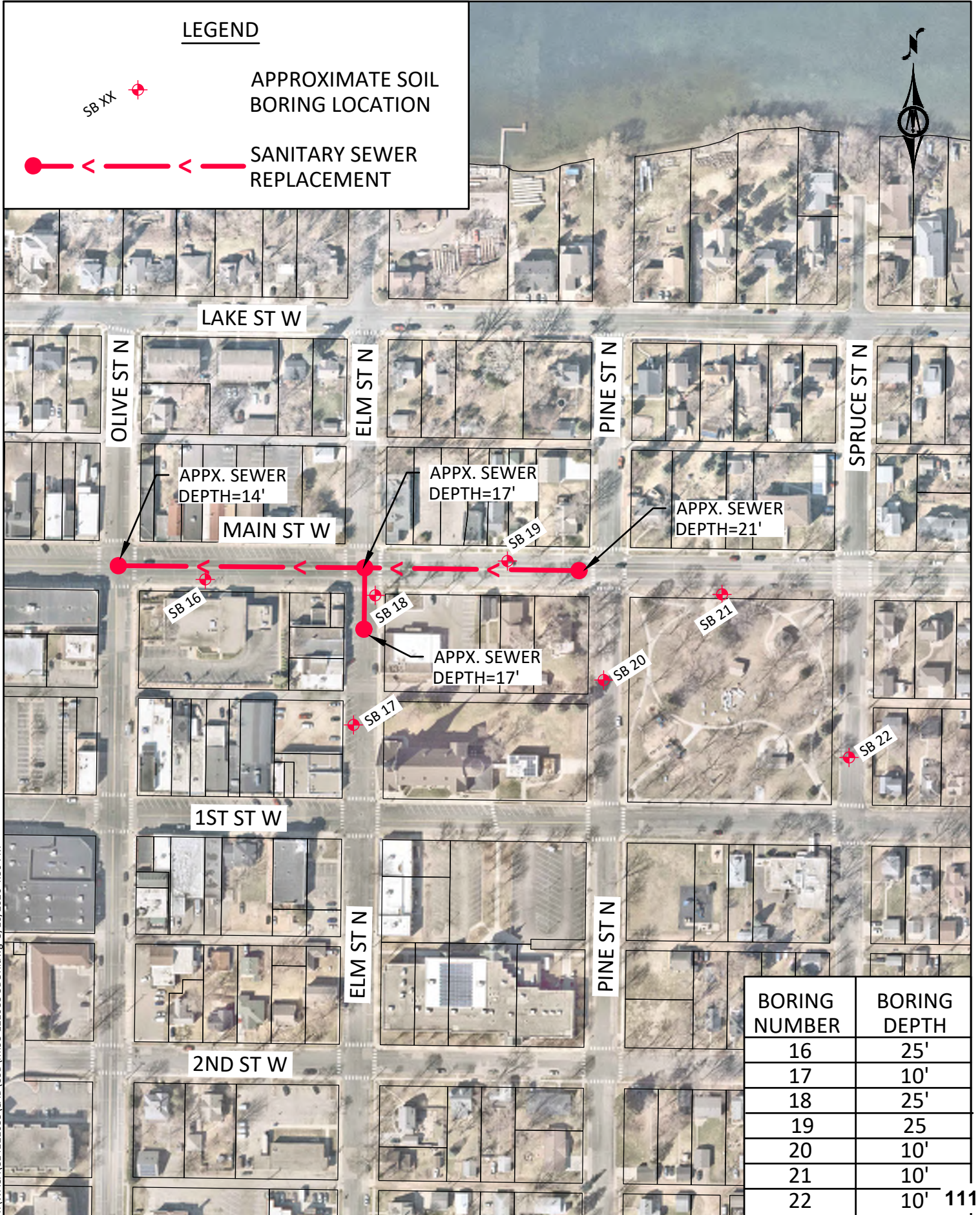
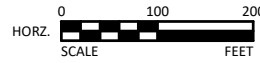


APPROXIMATE SOIL BORING LOCATION

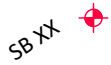


SANITARY SEWER REPLACEMENT

BORING NUMBER	BORING DEPTH
12	25'
13	25'
14	25'
15	10'



**LEGEND**



APPROXIMATE SOIL BORING LOCATION



SANITARY SEWER REPLACEMENT

BORING NUMBER	BORING DEPTH
16	25'
17	10'
18	25'
19	25'
20	10'
21	10'
22	10'



# SUBSURFACE BORING LOG

AET No: 20-23155 Log of Boring No. B-10 (p. 1 of 1)  
 Project: 2022 and 2023 Infrastructure Improvement Projects; Waconia, MN

DEPTH IN FEET	Surface Elevation <u>962.8</u> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS							
							WC	DEN	LL	PL	%#200			
	7½" Bituminous pavement	FILL												
1	FILL, mostly silty sand with gravel, brown, A-1-b		16	M		12	13							
2	FILL, mostly clayey sand, a little gravel, geofabric, brown and black, A-6		10	M		14	38							
3	FILL, mostly lean clay, brown, A-6													
4														
5	FILL, mixture of sandy lean clay and lean clay, brown and dark brown, A-6		7	M		14	17							
6														
7														
8	FILL, mixture of organic clay and sandy lean clay, a little gravel, brown and black, A-6 and A-8		4	M		12	31							
9														
10	SANDY LEAN CLAY, a little gravel, trace roots, brown to gray, soft to stiff, A-6 (CL)	TILL	4	M		20	29							
11														
12														
13						24	21							
14														
15	CLAYEY SAND, a little gravel, gray, stiff, A-6 (SC)		12	M		18	20							
16														
17														
18														
19					18	18								
<b>END OF BORING</b>														

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS						NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG	
<b>0-17½'</b>	<b>3.25" HSA</b>	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL		WATER LEVEL
		<b>10/8/20</b>	<b>12:20</b>	<b>19.5</b>	<b>17.5</b>	<b>19.1</b>			<b>None</b>
		<b>10/8/20</b>	<b>12:30</b>	<b>19.5</b>	<b>17.5</b>	<b>19.1</b>			<b>None</b>
BORING COMPLETED: <b>10/8/20</b>									
DR: <b>DS</b> LG: <b>SB</b> Rig: <b>1C</b>									

AET\_CORP\_20-23155.GPJ\_AET+CPT+WELL\_20181012\_JG.GDT 12/15/20



# SUBSURFACE BORING LOG

AET No: 20-23155 Log of Boring No. B-11 (p. 1 of 1)  
 Project: 2022 and 2023 Infrastructure Improvement Projects; Waconia, MN

DEPTH IN FEET	Surface Elevation <u>962.9</u> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS							
							WC	DEN	LL	PL	%#200			
1	8 1/4" Bituminous pavement	FILL												
2	12" FILL, mostly crushed limestone, brown, A-1-b		39	M		15	19							
3	FILL, mostly clayey sand, a little gravel, geofabric, black, A-6	FILL	15	M		17	26							
4	FILL, mixture of organic clay and gravelly silty sand, black, A-2-4 and A-8		15	M		18	27							
5	FILL, mostly organic clay, a little silty sand and gravel, black, A-8	SWAMP DEPOSIT	6	M		12	30							
7	ORGANIC CLAY, black, firm, A-8 (OL/OH)		6	M		12	30							
8	SANDY LEAN CLAY, a little gravel, gray to brown, firm to stiff, A-6 (CL)	TILL					25							
9			5	M		17	22							
10	CLAYEY SAND, a little gravel, gray, stiff to very stiff, A-6 (SC)	TILL	11	M		24	20							
11			14	M		18	17							
12	CLAYEY SAND, a little gravel, gray, stiff to very stiff, A-6 (SC)	TILL	14	M		18	17							
13			18	M		18	17							
14	CLAYEY SAND, a little gravel, gray, stiff to very stiff, A-6 (SC)	TILL	18	M		18	17							
15			18	M		18	17							
16	CLAYEY SAND, a little gravel, gray, stiff to very stiff, A-6 (SC)	TILL	18	M		18	17							
17			18	M		18	17							
18	CLAYEY SAND, a little gravel, gray, stiff to very stiff, A-6 (SC)	TILL	18	M		18	17							
19			18	M		18	17							
<b>END OF BORING</b>														

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
<b>0-17 1/2'</b>	<b>3.25" HSA</b>	<b>10/8/20</b>	<b>1:30</b>	<b>19.5</b>	<b>17.5</b>	<b>19.0</b>		<b>None</b>	
		<b>10/8/20</b>	<b>1:40</b>	<b>19.5</b>	<b>17.5</b>	<b>19.0</b>		<b>None</b>	
BORING COMPLETED: <b>10/8/20</b>									
DR: <b>DS</b> LG: <b>SB</b> Rig: <b>1C</b>									

AET\_CORP\_20-23155.GPJ\_AET+CPT+WELL\_20181012\_JG.GDT 1/29/21



# SUBSURFACE BORING LOG

AET No: 20-23155 Log of Boring No. B-12 (p. 1 of 1)  
 Project: 2022 and 2023 Infrastructure Improvement Projects; Waconia, MN

DEPTH IN FEET	Surface Elevation <u>1011.5</u> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS							
							WC	DEN	LL	PL	%-#200			
1	7½" Bituminous pavement	FILL												
2	FILL, mostly silty sand with gravel, pieces of concrete, geotextile, brown, A-1-b		75	M		3								
3	FILL, mostly silty sand with gravel, a little clayey sand and gravel, pieces of bituminous pavement, brown, A-1-b		28	M		22								
4														
5	FILL, mostly sandy lean clay, a little gravel, brown and dark brown, A-6		11	M		18	24							
6														
7														
8				2	M		4	23						
9														
10				5	M		10	21						
11														
12	ORGANIC CLAY, black, firm, A-8 (OL/OH)		SWAMP DEPOSIT											
13		8		M		12	26							
14														
15	SANDY LEAN CLAY, slightly organic, dark brown, grayish brown, firm, A-6 (CL)	FINE ALLUVIUM												
16			7	M		22	24							
17														
18	SANDY LEAN CLAY, a little gravel, brown and gray mottled, a little light gray, stiff, laminations of silt, A-6 (CL)	TILL												
19			14	M		15	14							
20	CLAYEY SAND, a little gravel, brown and a little dark brown, very stiff, laminations of sandy silt, A-6 (SC)													
21			22	M		13	18							
22	CLAYEY SAND, a little gravel, brown, very stiff, laminations of silty sand, A-6 (SC)													
23			24	M		17	20							
24	<b>END OF BORING</b>													

AET\_CORP 20-23155.GPJ AET+CPT+WELL 20181012 JG.GDT 12/15/20

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
<b>0-22½'</b>	<b>3.25" HSA</b>	<b>10/6/20</b>	<b>11:40</b>	<b>24.0</b>	<b>22.5</b>	<b>23.9</b>		<b>None</b>	
		<b>10/6/20</b>	<b>11:50</b>	<b>24.0</b>	<b>22.5</b>	<b>23.9</b>		<b>None</b>	
BORING COMPLETED: <b>10/6/20</b>									
DR: <b>DS</b> LG: <b>SB</b> Rig: <b>1C</b>									



# SUBSURFACE BORING LOG

AET No: 20-23155 Log of Boring No. B-13 (p. 1 of 1)  
 Project: 2022 and 2023 Infrastructure Improvement Projects; Waconia, MN

DEPTH IN FEET	Surface Elevation <u>1012.3</u> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS																
							WC	DEN	LL	PL	%-#200												
1	6½" Bituminous pavement	FILL	18	M		SU	17																
	8½" FILL, crushed limestone, light brown A-1-b																						
2	FILL, mostly silty sand, a little clayey sand and gravel, brown, A-2-4																						
3																							
4																							
5	FILL, mostly gravelly sand with silt, brown, A-1-b	FINE ALLUVIUM	18	M		SS	10																
6																							
7	SANDY LEAN CLAY, brown, a little gray, firm, laminations of sand and silt, A-6 (CL)																						
8																							
9																							
10	SANDY LEAN CLAY, a little gravel, brown, firm, laminations of silty sand, A-6 (CL)												TILL	6	M		SS	18	29				
11																							
12	SANDY LEAN CLAY, a little gravel, gray, very stiff to stiff, A-6 (CL)																						
13																							
14																							
15		TILL	5	M		SS	24	18															
16																							
17																							
18	CLAYEY SAND, a little gravel, gray, a little brown, hard, laminations of silty sand, A-6 (SC)																						
19																							
20		TILL	19	M		SS	24	17															
21																							
22	CLAYEY SAND, a little gravel, gray, a little light gray, hard, laminations of sand (SC)																						
23																							
24																							
25		TILL	14	M		SS	18	18				56											
26																							
27																							
28																							
29																							
30		TILL	47	M		SS	18	15															
31																							
32																							
33																							
34																							
35		TILL	54	M		SS	6	15															
36																							
37																							
38																							
39																							
40	<b>END OF BORING</b>																						

AET\_CORP 20-23155.GPJ AET+CPT+WELL 20181012 JG.GDT 12/15/20

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
<b>0-22½'</b>	<b>3.25" HSA</b>	<b>10/6/20</b>	<b>10:10</b>	<b>24.0</b>	<b>22.5</b>	<b>23.8</b>		<b>None</b>	
		<b>10/6/20</b>	<b>10:20</b>	<b>24.0</b>	<b>22.5</b>	<b>23.8</b>		<b>None</b>	
BORING COMPLETED: <b>10/6/20</b>									
DR: <b>DS</b> LG: <b>SB</b> Rig: <b>1C</b>									



# SUBSURFACE BORING LOG

AET No: 20-23155 Log of Boring No. B-14 (p. 1 of 1)  
 Project: 2022 and 2023 Infrastructure Improvement Projects; Waconia, MN

DEPTH IN FEET	Surface Elevation <u>1017.4</u> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS							
							WC	DEN	LL	PL	%-#200			
1	6¾" Bituminous pavement	FILL												
1	FILL, mostly silty sand with gravel, brown, A-1-b		11	M		15	11							
2	FILL, mostly clayey sand, a little silty sand and gravel, brown, A-6		7	M		7	11							
3														
4														
5														
6														
7	FILL, mostly sandy lean clay, a little gravel, brown, A-6	TILL	1	M		12	22							
8														
9														
10	SANDY LEAN CLAY, a little gravel, brown to brown and dark brown mottled, firm to very stiff, A-6 (CL)		7	M		18	19							
11														
12														
13				18			22	18						
14														
15	SANDY LEAN CLAY, a little gravel, grayish brown, stiff to very stiff, A-6 (CL)		15	M		18	19							
16														
17														
18														
19														
20			18	M		18	21							
21														
22														
23														
24	<b>END OF BORING</b>		16	M		18	22							

















AET\_CORP 20-23155.GPJ AET+CPT+WELL\_20181012\_JG.GDT 12/15/20

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS						NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG	
<b>0-22½'</b>	<b>3.25" HSA</b>	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL		WATER LEVEL
		<b>10/6/20</b>	<b>1:10</b>	<b>24.0</b>	<b>22.5</b>	<b>24.0</b>			<b>19.6</b>
		<b>10/6/20</b>	<b>1:30</b>	<b>24.0</b>	<b>22.5</b>	<b>23.9</b>			<b>13.7</b>
BORING COMPLETED: <b>10/6/20</b>									
DR: <b>DS</b> LG: <b>SB</b> Rig: <b>1C</b>									



# SUBSURFACE BORING LOG

AET No: 20-23155 Log of Boring No. B-15 (p. 1 of 1)  
 Project: 2022 and 2023 Infrastructure Improvement Projects; Waconia, MN

DEPTH IN FEET	Surface Elevation <u>1025.6</u> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
1	6½" Bituminous pavement	FILL	16	M	 SU  SS  SS  SS  SS  SS  SS  SS  SS	14					
2	FILL, mostly silty sand with gravel, pieces of bituminous pavement at 3', brown and black, A-1-b										
3											
4											
5	FILL, mostly sandy lean clay, a little silty sand and gravel (apparent boulder at 5'), brown, a little light tan, A-6	55/6	M	 SS  SS  SS  SS  SS	6	17					
6											
7	SANDY LEAN CLAY, a little gravel, grayish brown and brown mottled, a little light gray, stiff, laminations of silt and sandy silt, stiff, A-6 (CL)	TILL	12	M	 SS  SS	24	20				
8											
9	<b>END OF BORING</b>										

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS						NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG	
<b>0-7½'</b>	<b>3.25" HSA</b>	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL		WATER LEVEL
		<b>10/6/20</b>	<b>1:50</b>	<b>9.5</b>	<b>7.5</b>	<b>9.4</b>			<b>None</b>
BORING COMPLETED: <b>10/6/20</b>									
DR: <b>DS</b> LG: <b>SB</b> Rig: <b>1C</b>									

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# SUBSURFACE BORING LOG

AET No: 20-23155 Log of Boring No. B-16 (p. 1 of 1)  
 Project: 2022 and 2023 Infrastructure Improvement Projects; Waconia, MN

DEPTH IN FEET	Surface Elevation <u>1019.7</u> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS								
							WC	DEN	LL	PL	%-#200				
1	5 3/4" Bituminous pavement	FILL													
2	FILL, mostly silty sand, a little gravel, brown, A-2-4		27	M		17									
3	FILL, mostly clayey sand, a little silty sand, gravel and bituminous pavement, brown, A-6		17	M		18	15								
4															
5	SANDY LEAN CLAY, a little gravel, brown, a little gray mottled to brown, stiff to very stiff, A-6 (CL)	TILL	11	M		22	19								
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															
16															
17															
18															
19															
20															
21															
22															
23	CLAYEY SAND, a little gravel, brown, hard, lens of silty sand, A-6 (SC)		39	M/W		18	16								
24	<b>END OF BORING</b>														

DEPTH: <b>0-22 1/2'</b>	DRILLING METHOD: <b>3.25" HSA</b>	WATER LEVEL MEASUREMENTS						NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG	
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL		WATER LEVEL
		<b>10/7/20</b>	<b>9:40</b>	<b>24.0</b>	<b>22.5</b>	<b>24.0</b>			<b>23.0</b>
		<b>10/7/20</b>	<b>9:50</b>	<b>24.0</b>	<b>22.5</b>	<b>24.0</b>			<b>21.4</b>
BORING COMPLETED: <b>10/7/20</b>									
DR: <b>DS</b> LG: <b>SB</b> Rig: <b>1C</b>									

AET\_CORP\_20-23155.GPJ AET+CPT+WELL\_20181012\_JG.GDT 1/29/21



# SUBSURFACE BORING LOG

AET No: 20-23155 Log of Boring No. B-17 (p. 1 of 1)  
 Project: 2022 and 2023 Infrastructure Improvement Projects; Waconia, MN

DEPTH IN FEET	Surface Elevation <u>1039.3</u> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS							
							WC	DEN	LL	PL	%-#200			
1	4 3/4" Bituminous pavement	FILL			SU									
1	FILL, mixture of crushed limestone and silty sand, brown, A-1-b		9	M	SS	10	21							
2	FILL, mostly clayey sand, a little gravel, brown, A-6	TILL												
3	CLAYEY SAND, a little gravel, brown, stiff, A-6 (SC)		10	M	SS	16	20							
4														
5														
6														
7														
8														
9			12	M	SS	24	20							
<b>END OF BORING</b>														

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
<b>0-7 1/2'</b>	<b>3.25" HSA</b>	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		<b>10/7/20</b>	<b>2:05</b>	<b>9.5</b>	<b>7.5</b>	<b>9.5</b>		<b>None</b>	
BORING COMPLETED: <b>10/7/20</b>									
DR: <b>DS</b> LG: <b>SB</b> Rig: <b>1C</b>									

AET\_CORP\_20-23155.GPJ\_AET+CPT+WELL\_20181012\_JG.GDT 12/15/20



# SUBSURFACE BORING LOG

AET No: 20-23155 Log of Boring No. B-18 (p. 1 of 1)  
 Project: 2022 and 2023 Infrastructure Improvement Projects; Waconia, MN

DEPTH IN FEET	Surface Elevation <u>1032.1</u> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS							
							WC	DEN	LL	PL	%-#200			
1	5½" Bituminous pavement	FILL												
	FILL, mostly gravelly silty sand, brown, A-1-b		28	M		15								
2	FILL, mostly gravelly clayey sand, brown, A-2-6													
3			6	M		19	12							
4														
5	FILL, mostly clayey sand, a little gravel, brown, A-6													
6			6	M		8	18							
7	SANDY LEAN CLAY, a little gravel, brown, firm to very stiff, A-6 (CL)	TILL												
8			7	M		20	18							
9														
10														
11														
12														
13														
14														
15														
16														
17														
18														
19														
20														
21														
22														
23														
24														
	<b>END OF BORING</b>													

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS						NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG	
<b>0-23'</b>	<b>3.25" HSA</b>	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL		WATER LEVEL
		<b>10/7/20</b>	<b>11:30</b>	<b>24.5</b>	<b>23.0</b>	<b>24.3</b>			<b>None</b>
		<b>10/7/20</b>	<b>11:40</b>	<b>24.5</b>	<b>23.0</b>	<b>24.3</b>			<b>None</b>
BORING COMPLETED: <b>10/7/20</b>									
DR: <b>DS</b> LG: <b>SB</b> Rig: <b>1C</b>									

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# SUBSURFACE BORING LOG

AET No: 20-23155 Log of Boring No. B-19 (p. 1 of 1)  
 Project: 2022 and 2023 Infrastructure Improvement Projects; Waconia, MN

DEPTH IN FEET	Surface Elevation <u>1039.6</u> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS							
							WC	DEN	LL	PL	%-#200			
1	7 1/4" Bituminous pavement	FILL												
2	FILL, mostly silty sand, a little gravel, brown, A-2-4		19	M		15								
3	FILL, mixture of clayey sand and silty sand with cinders, a little gravel, brown and dark brown. A-2-4 and A-6		11	M		19	15							
4														
5	SANDY LEAN CLAY, a little gravel, brown to brown with a little gray mottled, stiff, A-6 (CL)	TILL	13	M		22	18							
6														
7														
8					14	M		20	20					
9														
10														
11														
12					12	M		24	21					
13														
14														
15			13	M		24	22							
16														
17														
18														
19														
20														
21														
22														
23														
24														
	<b>END OF BORING</b>													

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS						NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG	
<b>0-23'</b>	<b>3.25" HSA</b>	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL		WATER LEVEL
		<b>10/7/20</b>	<b>1:10</b>	<b>24.5</b>	<b>23.0</b>	<b>24.0</b>			<b>None</b>
		<b>10/7/20</b>	<b>1:20</b>	<b>24.5</b>	<b>23.0</b>	<b>24.0</b>			<b>None</b>
BORING COMPLETED: <b>10/7/20</b>									
DR: <b>DS</b> LG: <b>SB</b> Rig: <b>1C</b>									

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# SUBSURFACE BORING LOG

AET No: 20-23155 Log of Boring No. B-20 (p. 1 of 1)  
 Project: 2022 and 2023 Infrastructure Improvement Projects; Waconia, MN

DEPTH IN FEET	Surface Elevation <u>1047.1</u> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS							
							WC	DEN	LL	PL	%-#200			
1	2½" Bituminous pavement	FILL			SU		7							
2	FILL, mixture of clayey sand and silty sand, a little gravel, dark brown, A-2-6	TOPSOIL OR FILL	2	M	SS	6	28							
3	LEAN CLAY with sand, slightly organic, dark grayish brown, A-6 (possible fill) (CL)	TILL	12	M	SS	10	22							
4	SANDY LEAN CLAY, a little gravel, brown, stiff, A-6 (CL)													
5	SANDY LEAN CLAY, a little gravel, brown, a little gray and light brown, stiff, laminations of sandy silt, A-6 (CL)		11	M	SS	20	22							
6														
7														
8	LEAN CLAY, brown, a little gray, stiff, laminations of silt, A-6 (CL)	FINE ALLUVIUM	11	M	SS	24	33							
9	<b>END OF BORING</b>													

DEPTH: <b>0-7½'</b>	DRILLING METHOD: <b>3.25" HSA</b>	WATER LEVEL MEASUREMENTS						NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG	
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL		WATER LEVEL
		<b>10/8/20</b>	<b>10:50</b>	<b>9.5</b>	<b>7.5</b>	<b>9.5</b>			<b>None</b>
BORING COMPLETED: <b>10/8/20</b>									
DR: <b>DS</b>	LG: <b>SB</b>	Rig: <b>1C</b>							

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# SUBSURFACE BORING LOG

AET No: 20-23155 Log of Boring No. B-21 (p. 1 of 1)  
 Project: 2022 and 2023 Infrastructure Improvement Projects; Waconia, MN

DEPTH IN FEET	Surface Elevation <u>1043.2</u> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS					
							WC	DEN	LL	PL	%-#200	
1	5" Bituminous pavement	FILL	25	M	SU	17	23					
	FILL, mostly silty sand, a little gravel, brown, A-2-4				SS							
2	FILL, mostly silty sand with gravel, pieces of bituminous, dark brown, A-1-b				SS							
3		TILL	11	M	SS	19	22					
4	SANDY LEAN CLAY, a little gravel, brown, stiff, A-6 (CL)											
5	SANDY LEAN CLAY, a little gravel, brown, a little light brown, stiff, laminations of sandy silt, A-6 (CL)											
6												
7												
8	SANDY LEAN CLAY, a little gravel, brown mottled, very stiff, A-6 (CL)		18	M	SS	18	19					
9												
<b>END OF BORING</b>												

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
<b>0-7½'</b>	<b>3.25" HSA</b>	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		<b>10/8/20</b>	<b>9:35</b>	<b>9.5</b>	<b>7.5</b>	<b>9.5</b>		<b>None</b>	
BORING COMPLETED: <b>10/8/20</b>									
DR: <b>DS</b> LG: <b>SB</b> Rig: <b>1C</b>									

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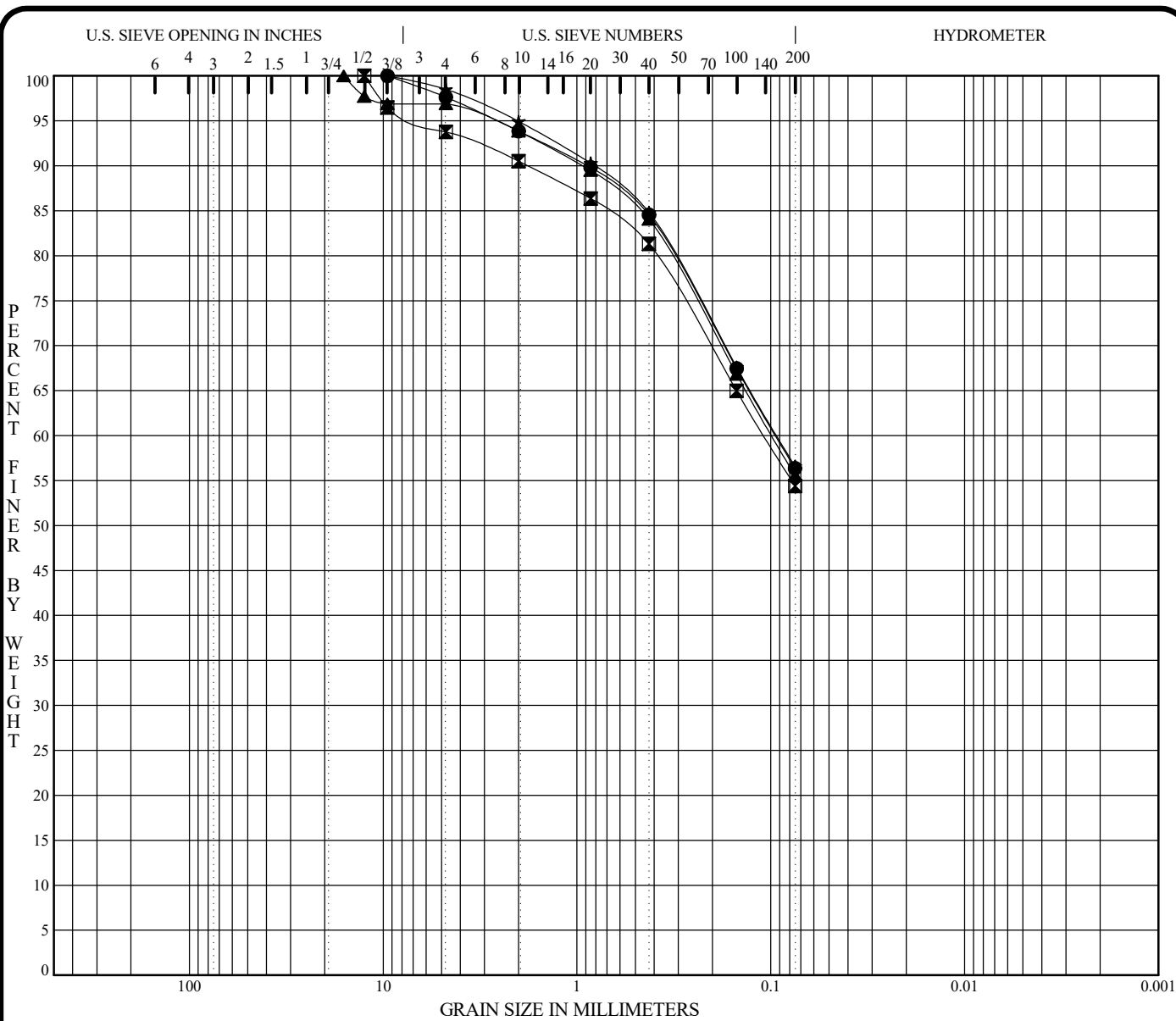
# SUBSURFACE BORING LOG

AET No: 20-23155 Log of Boring No. B-22 (p. 1 of 1)  
 Project: 2022 and 2023 Infrastructure Improvement Projects; Waconia, MN

DEPTH IN FEET	Surface Elevation <u>1047.8</u> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS							
							WC	DEN	LL	PL	%-#200			
1	2 1/4" Bituminous pavement	FILL			SU									
1	FILL, mostly silty sand with gravel, brown, A-1-b		15	M	SS	17	26							
2	FILL, mixutre of lean clay, slightly organic, and silty sand, a little gravel, pieces of bituminous, dark brown and black, A-6	FINE ALLUVIUM												
3			17	M	SS	14	30							
4	LEAN CLAY, brown, a little gray, very stiff, A-7-6													
5	SILTY SAND, a little gravel, brown, medium dense, laminations of clayey sand, A-2-4 (SM)	TILL												
6			11	M	SS	20	10							
7	SANDY LEAN CLAY, a little gravel, brown and gray mottled, a little light brown, stiff to very stiff, laminations of sandy silt and silty sand, A-6 (CL)													
8														
9			23	M	SS	22	19							
<b>END OF BORING</b>														

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
<b>0-7 1/2'</b>	<b>3.25" HSA</b>	<b>10/8/20</b>	<b>10:20</b>	<b>9.5</b>	<b>7.5</b>	<b>9.5</b>		<b>None</b>	
BORING COMPLETED: <b>10/8/20</b>									
DR: <b>DS</b> LG: <b>SB</b> Rig: <b>1C</b>									

AET\_CORP\_20-23155.GPJ\_AET+CPT+WELL\_20181012\_JG.GDT 12/15/20



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

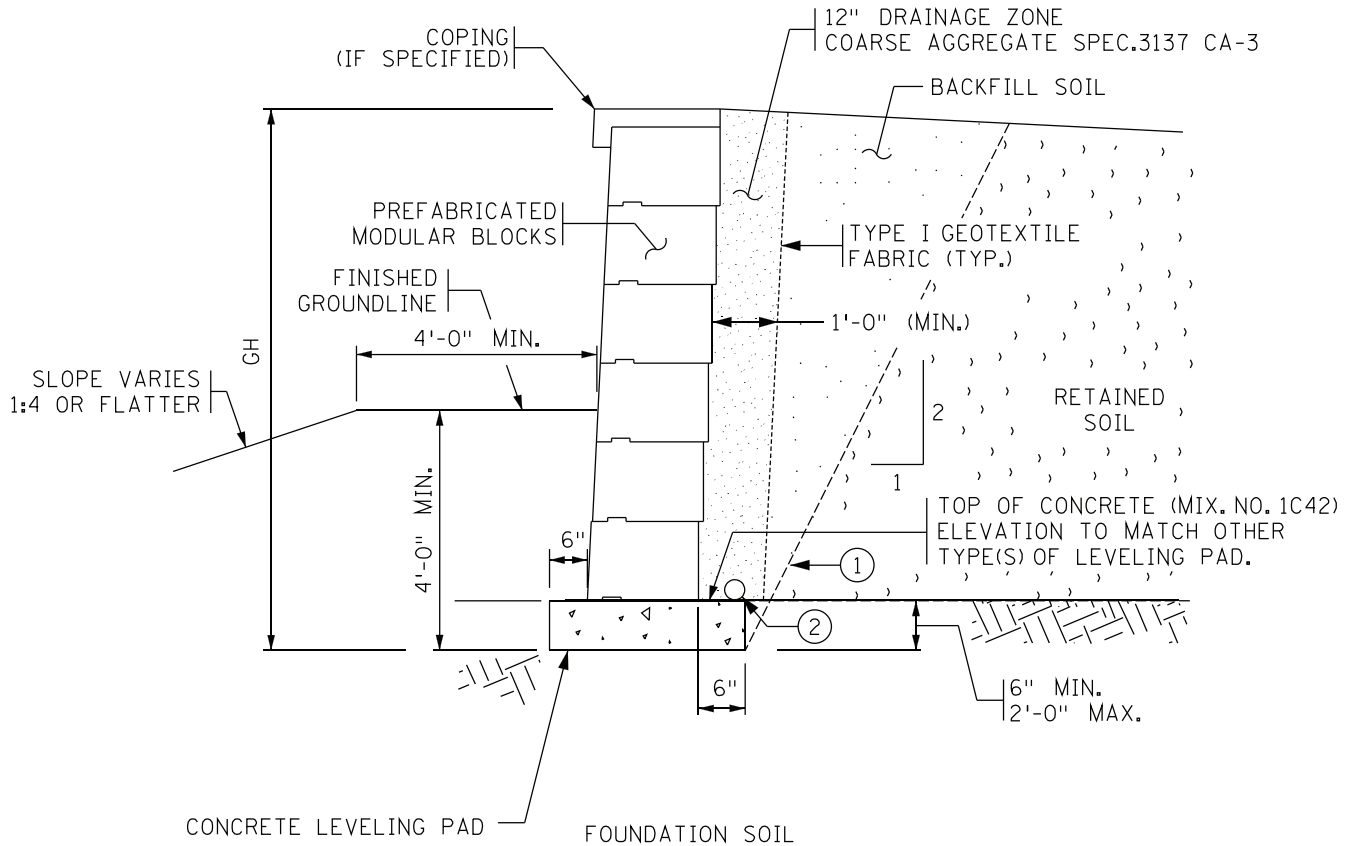
Specimen Identification	Classification	MC%	LL	PL	PI	Cc	Cu
● B-13 14.5'	SANDY LEAN CLAY (CL)	18					
☒ B-16 14.5'	SANDY LEAN CLAY (CL)	19					
▲ B-18 19.5'	SANDY LEAN CLAY (CL)	20					
★ B-19 23.0'	SANDY LEAN CLAY (CL)	21					

Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
● B-13 14.5'	9.50	0.09			2.4	41.3	56.4	
☒ B-16 14.5'	12.50	0.11			6.2	39.4	54.4	
▲ B-18 19.5'	16.00	0.10			3.1	41.3	55.6	
★ B-19 23.0'	9.50	0.09			1.5	41.9	56.6	

PROJECT **2022 and 2023 Infrastructure Improvement Projects; Waconia, MN** AET JOB NO. **20-23155**  
DATE **10/7/20**



## GRADATION CURVES



TYPICAL SECTION OF GRAVITY WALL

NOT TO SCALE  
LEVEL FILL

- ① PAY LIMIT (2:v TO 1:h) ACTUAL EXCAVATION SLOPE IS DETERMINED BY DESIGNER PREFERENCE OR OSHA REGULATIONS OF IN-SITU SOILS: EXCAVATION BEYOND THESE LIMITS AT CONTRACTORS EXPENSE.
- ② 4" THERMOPLASTIC PERFORATED PIPE, SPEC. 3245. WRAP WITH TYPE 1 GEOTEXTILE, SPEC. 3733, INSTALLATION AS PER SPEC. 2502. CONNECT TO DRAINAGE SYSTEM OR OUTLET THROUGH WALL USING 6" T.P. NON-PERFORATED PIPE WITH RODENT SCREEN. ALL WORK INCIDENTAL.

Figure 2411-1 Gravity PMBW Material Definitions/ Typical Cross Sections

**Report of Geotechnical Exploration**

2022 and 2023 Infrastructure Improvements Projects; Waconia, Minnesota

March 10, 2021

Report No. 20-23155

AMERICAN  
ENGINEERING  
TESTING, INC.

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# **Appendix B**

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Geotechnical Report Limitations and Guidelines for Use

## Appendix B

### Geotechnical Report Limitations and Guidelines for Use

#### Report No. 20-23155

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#### **B.1 REFERENCE**

This appendix provides information to help you manage your risks relating to subsurface problems which are caused by construction delays, cost overruns, claims, and disputes. This information was developed and provided by GBA<sup>1</sup>, of which, we are a member firm.

#### **B.2 RISK MANAGEMENT INFORMATION**

##### **B.2.1 Understand the Geotechnical Engineering Services Provided for this Report**

Geotechnical engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical engineering services is typically a geotechnical engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

##### **B.2.2 Geotechnical Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times**

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared solely for the client.

Likewise, geotechnical engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. If you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.

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<sup>1</sup> Geoprofessional Business Association, 1300 Piccard Drive, LL14, Rockville, MD 20850  
Telephone: 301/565-2733; [www.geoprofessional.org](http://www.geoprofessional.org), 2019

## **Appendix B**

### **Geotechnical Report Limitations and Guidelines for Use**

#### **Report No. 20-23155**

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#### **B.2.3 Read the Full Report**

Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. Do not rely on an executive summary. Do not read selective elements only. Read and refer to the report in full.

#### **B.2.4 You Need to Inform Your Geotechnical Engineer About Change**

Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site’s size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, always inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

#### **B.2.5 Most of the “Findings” Related in This Report Are Professional Opinions**

Before construction begins, geotechnical engineers explore a site’s subsurface using various sampling and testing procedures. Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed. The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

#### **B.2.6 This Report’s Recommendations Are Confirmation-Dependent**

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations only after observing actual subsurface conditions exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.

#### **B.2.7 This Report Could Be Misinterpreted**

Other design professionals’ misinterpretation of geotechnical engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals’ plans and specifications; and
- be available whenever geotechnical engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

#### **B.2.8 Give Constructors a Complete Report and Guidance**

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical engineering report, along with any attachments or appendices, with your contract documents, but be certain to note conspicuously that you’ve included the material for information purposes only. To avoid misunderstanding, you may also want to note that “informational purposes” means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about

**Appendix B**  
**Geotechnical Report Limitations and Guidelines for Use**  
**Report No. 20-23155**

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specific project requirements, including options selected from the report, only from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and be sure to allow enough time to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

**B.2.9 Read Responsibility Provisions Closely**

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

**B.2.10 Geoenvironmental Concerns Are Not Covered**

The personnel, equipment, and techniques used to perform an environmental study – e.g., a “phase-one” or “phase-two” environmental site assessment – differ significantly from those used to perform a geotechnical engineering study. For that reason, a geotechnical engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated subsurface environmental problems have led to project failures. If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

**B.2.11 Obtain Professional Assistance to Deal with Moisture Infiltration and Mold**

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer’s services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, proper implementation of the geotechnical engineer’s recommendations will not of itself be sufficient to prevent moisture infiltration. Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. Geotechnical engineers are not building-envelope or mold specialists.



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>		September 18, 2023			
<b>Item Name:</b>		September 5, 2023 City Council Meeting Minutes			
<b>Originating Department:</b>		Administration			
<b>Presented by:</b>		Jackie Schulze			
<b>Previous Council Action</b> (if any):					
<b>Item Type (X only one):</b>		Consent	X	Regular Session	Discussion Session
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED</b> <i>(Include motion in proper format.)</i>					
Approve September 5, 2023 City Council Meeting Minutes					
<b>EXPLANATION OF AGENDA ITEM</b> <i>(Include a description of background, benefits, and recommendations.)</i>					
The meeting minutes from the September 5, 2023 meeting are included.					
<b>Attachments:</b>					
1. <a href="#">September 5, 2023 Meeting Minutes.docx</a>					
<b>FINANCIAL IMPLICATIONS:</b>			<b>ADVISORY BOARD RECOMMENDATIONS:</b>		
Funding Sources & Uses:					
Budget Information:			Planning Commission		
_____ Budgeted			Parks and Recreation Board		
_____ Non Budgeted			Safari Island Advisory Board		
_____ Amendment Required			Other		

**CITY OF WACONIA**  
**September 5, 2023**

1) [CALL MEETING TO ORDER AND ROLL CALL](#)

Pursuant to due call and notice thereof, the regular meeting of the City Council of the City of Waconia was called to order by Mayor Waldron at 6:00 p.m. The following members were present: Nicole Waldron, Randy Sorensen, Steve Yetzer, Nick Gleason, Jeff Grengs

Staff Present: Shane Fineran, Jackie Schulze, Lane Braaten, Nicole Meyer, Craig Eldred, Ann Meyerhoff, Justin Sorensen, Christophe Morschen.

2) [PLEDGE OF ALLEGIANCE](#)

3) [ADOPT AGENDA](#)

Motion by Gleason, seconded by Yetzer 3) ADOPT AGENDA  
**MOTION carried**

4) [VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE](#)

5) [ADOPT CONSENT AGENDA](#)

5.1 [August 21, 2023 City Council Meeting Minutes](#)

[Cover Page](#)

[Minutes 8-21-2023.pdf](#)

5.2 [September 5, 2023 Expenditures](#)

[Cover Page](#)

[Council Bills List\\_09.05.2023.pdf](#)

5.3 [Contractor Pay Request #3 - Waconia Downtown Reconstruction - Phase 1](#)

[Cover Page](#)

[2023 Downtown Recon Pay Request 4.pdf](#)

5.4 [Contractor Pay Request #9-Final - Waconia 2022 Infrastructure Improvements](#)

[Cover Page](#)

[2022 Infrastructure Pay Request 9 - Final.pdf](#)

5.5 [Lodging Tax Fund Request - Waconia CVB](#)

[Cover Page](#)

5.6 Authorize Staff to Obtain Quotes

[Cover Page](#)

[23196res Authorize\\_Quotes\\_Towing\\_Services\\_Res.doc](#)

5.7 Authorize Staff to Submit Grant Application

[Cover Page](#)

[23197res 2023\\_Shade\\_tree\\_Program\\_Bonding\\_Grant\\_Resolution.doc](#)

[Shade Tree Bonding Grant Email Blast.pdf](#)

5.8 Street Re-Opening Celebration

[Cover Page](#)

[23198res\\_Street\\_Reopening\\_Celebration.docx](#)

[Street Re-Opening Celebration Map](#)

5.9 Resignation of Administration Office Assistant

[Cover Page](#)

[23199res\\_-\\_Office\\_Assistant\\_Resignation\\_\\_\\_Recruitment.docx](#)

[Administration Specialist - Elections & Licensing Job Description 2023](#)

5.10 Amendment to Chapter 830 of Municipal Code

[Cover Page](#)

[Ord 764 Chapter\\_830\\_Ordinance\\_Amendment\\_\\_Draft\\_08-17-2023\\_.docx](#)

[23200res Chapter\\_830\\_\\_Summary\\_Publication\\_Resolution\\_\\_Draft\\_08-17-2023\\_.docx](#)

Motion by Sorensen, seconded by Yetzer 5) ADOPT CONSENT AGENDA

**MOTION carried**

6) COUNCIL BUSINESS

## 6.1 Waconia High School Homecoming Parade

[Cover Page](#)

[23201res\\_Homecoming\\_Parade\\_Permit.docx](#)

[Special-Event-Permit-Application.pdf](#)

[Homecoming\\_2023\\_Parade\\_Route.pdf](#)

Members of Waconia High School Student Council presented to Council a request for City support and to have Community Drive closed from 4:45 – 5:45 on September 29, 2023 for the annual homecoming parade.

Motion by Grengs, seconded by Sorensen Adopt Resolution 2023-201, Approving Special Event Permit for Waconia High School Homecoming

**MOTION carried**

## 6.2 Site Plan & Design Review - New Creations Child Day Care - 150 Sparrow Road

[Cover Page](#)

[23202res\\_Site\\_Plan\\_New\\_Creations.docx](#)

[Location Map \(1 Page\)](#)

[Proposed Site Plan \(10 Pages\)](#)

[Staff Review #2 \(3 Pages\)](#)

Lane Braaten shared that Amcon Construction has submitted an application for Site Plan and Design Review for the property located at 150 Sparrow Road. The applicant is proposing to construct a new freestanding 12,000 sq. ft. New Creations Child Day Care facility and site improvements in the B-1, Highway Business District.

Based on a review of the plan set provided by the applicant for the proposed New Creations Child Day Care, the Planning Commission and staff find that the applicant meets all of the design review requirements and recommend approval via a 5-0 vote with 6 conditions.

A short discussion has had by Council about requiring a fence as condition number 7. It was decided to add that condition to the resolution for approval.

Motion by Sorensen, seconded by Yetzer Adopt Resolution 2023-202, Approving the Site Plan & Design Review application for the proposed New Creations Child Day Care located at 150 Sparrow Road.

**MOTION carried**

7) ITEMS REMOVED FROM CONSENT AGENDA

8) STAFF REPORTS

Sargent Stahn presented the call review for the month of August. Overall, crime is down from this time last year.

Council Member Sorensen asked Fire Chief Justin Sorensen about the barn fire over Labor Day weekend. Chief Sorensen provided a brief overview of the fire, stating it was a barn that was about 5,500 square feet built in the 1800s. The barn and contents were a complete loss and the cause of the fire is under investigation. Thank you to our firefighters as well as our mutual aid partners for their response.

9) BOARD REPORTS

Council Member Sorensen: CIP committee met and will bringing it before Council soon.

Council Member Gleason: Attended the School Board meeting on August 28th. Standard business was discussed.

Council Member Grengs: Attended the Chamber Lunch at TCO.

10) ANNOUNCEMENTS

Main Street will be reopening by this weekend.

11) ADJOURN REGULAR MEETING

Motion by Grengs, seconded by Sorensen 11) ADJOURN REGULAR MEETING at 6:29 p.m.

**MOTION carried**

**Work Session: Preliminary Budget & Levy**

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Nicole Waldron, Mayor

ATTEST: \_\_\_\_\_

Jackie Schulze, Assistant City Administrator





**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>		September 18, 2023					
<b>Item Name:</b>		September 6, 2023 Special City Council Meeting Minutes					
<b>Originating Department:</b>		Administration					
<b>Presented by:</b>		Jackie Schulze					
<b>Previous Council Action</b> (if any):							
<b>Item Type (X only one):</b>		Consent	X	Regular Session		Discussion Session	
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED</b> <i>(Include motion in proper format.)</i>							
Approve Minutes from September 6, 2023 Special City Council Meeting							
<b>EXPLANATION OF AGENDA ITEM</b> <i>(Include a description of background, benefits, and recommendations.)</i>							
Minutes from the September 6, 2023 Special City Council Meeting are included.							
<b>Attachments:</b>							
1. <a href="#">September 6, 2023 Meeting Minutes</a>							
<b>FINANCIAL IMPLICATIONS:</b>				<b>ADVISORY BOARD RECOMMENDATIONS:</b>			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA**  
**September 6, 2023**

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

Pursuant to due call and notice thereof, the special meeting of the City Council of the City of Waconia was called to order by Mayor Waldron at 5:01 PM. The following members were present: Nicole Waldron, Randy Sorensen, Steve Yetzer, Nick Gleason, Jeff Grengs.

Staff Present: Shane Fineran, Craig Eldred

Guest: Michelle Soldo

2) **ADOPT AGENDA**

Motion by Yetzer, Gleason seconded the motion ADOPT AGENDA  
**MOTION CARRIED**

3) **COUNCIL BUSINESS**

Mayor Waldron stated pursuant to Minnesota Statute 13D.05, subdivision 3(a) the City Council will meet in closed session to review the performance of an employee subject to the City Council's authority. The employee is Craig Eldred, Public Services Director and the subject will be the Work Environment.  
Assessment completed by Michelle Soldo.

MOTION by Yetzer, seconded by Gleason to end the closed session.  
**MOTION CARRIED**

4) **ADJOURN REGULAR MEETING**

MOTION by Yetzer, seconded by Grengs to adjourn the special meeting.  
**MOTION CARRIED**

Adjourned at 7:20 PM

Respectfully submitted.

Office of the City Administrator  
Shane Fineran





**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	September 18, 2023
<b>Item Name:</b>	Contractor Pay Request #12 - New Fire Station
<b>Originating Department:</b>	Finance
<b>Presented by:</b>	Amanda Ortloff

**Previous Council Action** (if any):

<b>Item Type (X only one):</b>	Consent	<input checked="" type="checkbox"/>	X	Regular Session	<input type="checkbox"/>	Discussion Session	<input type="checkbox"/>
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**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** (Include motion in proper format.)

Motion to Approve Contractor Payment Request for the New Fire Station Project

**EXPLANATION OF AGENDA ITEM** (Include a description of background, benefits, and recommendations.)

Kraus-Anderson Construction Co. has reviewed the contractor pay request #12 for the new fire station project. The contractors requesting payment are as follows:

- Ebert Construction \$137,507.37
- Wells Concrete Products Company \$400,625.26
- Ben's Structural Fabrication, Inc. \$74,010.70
- A.M.E. Construction Corp \$6,650.00
- Superset Tile & Stone, LLC \$6,175.00
- Gag Sheet Metal, Inc. \$10,450.00
- Sentra-Sota Sheet Metal, Inc. \$60,896.90
- Electrical Production Services, Inc. \$82,455.25
- Parker Contracting, LLC \$81,908.65

The total amount of the contractor payments for this request is \$860,679.13. Retainage remains due for each contractor until the project is complete and upon review of liquidated damages.

**Attachments:**

<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
--------------------------------	--

Funding Sources & Uses:  
PIR Fund

Budget Information: <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>		September 18, 2023			
<b>Item Name:</b>		Kraus Anderson Contractor Pay Request - New Fire Station			
<b>Originating Department:</b>		Finance			
<b>Presented by:</b>		Amanda Ortloff			
<b>Previous Council Action</b> (if any):					
<b>Item Type (X only one):</b>	Consent	<input checked="" type="checkbox"/>	Regular Session		Discussion Session
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED</b> <i>(Include motion in proper format.)</i>					
Motion to Approve Contractor Payment Request for the New Fire Station Project					
<b>EXPLANATION OF AGENDA ITEM</b> <i>(Include a description of background, benefits, and recommendations.)</i>					
Kraus-Anderson Construction Co. has requested payment in the amount of \$56,403.66 for construction management services through August 31, 2023.					
<b>Attachments:</b>					
<b>FINANCIAL IMPLICATIONS:</b>			<b>ADVISORY BOARD RECOMMENDATIONS:</b>		
Funding Sources & Uses: PIR Fund					
Budget Information:			Planning Commission		
<input checked="" type="checkbox"/> Budgeted			Parks and Recreation Board		
<input type="checkbox"/> Non Budgeted			Safari Island Advisory Board		
<input type="checkbox"/> Amendment Required			Other		



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>		September 18, 2023					
<b>Item Name:</b>		September 18, 2023 Expenditures					
<b>Originating Department:</b>		Finance					
<b>Presented by:</b>		Nicole Meyer					
<b>Previous Council Action</b> (if any):							
<b>Item Type (X only one):</b>		Consent	X	Regular Session		Discussion Session	
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED</b> <i>(Include motion in proper format.)</i>							
Payment of September 18, 2023 Expenditures							
<b>EXPLANATION OF AGENDA ITEM</b> <i>(Include a description of background, benefits, and recommendations.)</i>							
Attached is the claim and disbursements registers for the City of Waconia as of September 18, 2023. Payments are made to vendors via check, electric payment, and through the City's purchasing card program.							
<b><u>Attachments:</u></b>							
<b>FINANCIAL IMPLICATIONS:</b>				<b>ADVISORY BOARD RECOMMENDATIONS:</b>			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>		September 18, 2023					
<b>Item Name:</b>		Horizon Commercial Pool Contractor Pay Request #2 - Safari Island Filter Pump Replacement Project					
<b>Originating Department:</b>		Finance					
<b>Presented by:</b>		Amanda Ortloff					
<b>Previous Council Action (if any):</b>		Resolution #2023-32; Awarding Pool Filter Project					
<b>Item Type (X only one):</b>		Consent	X	Regular Session		Discussion Session	
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED</b> <i>(Include motion in proper format.)</i>							
Motion to Approve Contractor Payment Request for the Safari Island Filter Pump Replacement							
<b>EXPLANATION OF AGENDA ITEM</b> <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the Safari Island Filtration and Pump Replacement and recommends payment of \$106,875.00 This payment represents approximately 95% of the total approved contract for the project. Retainage remains due until the project is complete and upon review of liquidated damages.							
<b><u>Attachments:</u></b>							
<b>FINANCIAL IMPLICATIONS:</b>				<b>ADVISORY BOARD RECOMMENDATIONS:</b>			
Funding Sources & Uses: PIR Fund							
Budget Information:				Planning Commission			
<input checked="" type="checkbox"/> Budgeted				Parks and Recreation Board			
<input type="checkbox"/> Non Budgeted				Safari Island Advisory Board			
<input type="checkbox"/> Amendment Required				Other			



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	September 18, 2023
<b>Item Name:</b>	Rink Management Services Corporation Safari Island Community Center Expenditures Incurred August 2023
<b>Originating Department:</b>	Finance
<b>Presented by:</b>	Amanda Ortloff

**Previous Council Action** (if any):

<b>Item Type (X only one):</b>	Consent	<input checked="" type="checkbox"/>	Regular Session	<input type="checkbox"/>	Discussion Session	<input type="checkbox"/>
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**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** *(Include motion in proper format.)*

Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center Incurred in August 2023

**EXPLANATION OF AGENDA ITEM** *(Include a description of background, benefits, and recommendations.)*

Rink Management Services Corporation has provided the attached report for expenditures paid in August 2023. Per the City’s contract with Rink Management, these expenditures are paid by Rink Management for the City’s operation of the Safari Island Community Center.

**Attachments:**

<b>FINANCIAL IMPLICATIONS:</b> Funding Sources & Uses: Safari Island Fund (231)	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
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Budget Information: <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	September 18, 2023
<b>Item Name:</b>	Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred August 2023
<b>Originating Department:</b>	Finance
<b>Presented by:</b>	Amanda Ortloff

**Previous Council Action** (if any):

<b>Item Type (X only one):</b>	Consent	<input checked="" type="checkbox"/>	Regular Session	<input type="checkbox"/>	Discussion Session	<input type="checkbox"/>
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**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** *(Include motion in proper format.)*

Motion to Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred in August 2023

**EXPLANATION OF AGENDA ITEM** *(Include a description of background, benefits, and recommendations.)*

Rink Management Services Corporation has provided the attached report for expenditures paid in August 2023. Per the City’s contract with Rink Management, these expenditures are paid by Rink Management for the City’s operation of the Waconia Ice Arena.

**Attachments:**

<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
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Funding Sources & Uses:  
Ice Arena Fund (678)

Budget Information: <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	September 18, 2023
<b>Item Name:</b>	Lodging Tax Fund Request - Waconia CVB
<b>Originating Department:</b>	Finance
<b>Presented by:</b>	Amanda Ortloff

**Previous Council Action** (if any):

<b>Item Type (X only one):</b>	Consent	<input checked="" type="checkbox"/>	Regular Session	<input type="checkbox"/>	Discussion Session	<input type="checkbox"/>
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**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** *(Include motion in proper format.)*

Motion to Approve Request for Lodging Tax Reimbursement from the Waconia CVB for Expenditures Incurred August - September 2023.

**EXPLANATION OF AGENDA ITEM** *(Include a description of background, benefits, and recommendations.)*

The Waconia Chamber Convention & Visitors Bureau (CVB) has requested a lodging tax reimbursement for expenditures accrued from August - September 2023. Staff reviewed the request for reimbursement and supporting invoices as approved by the CVB. Lodging tax funds are currently available for payment of these expenditures.

Staff recommends approval of the request in the amount \$10,525.75.

**Attachments:**

<b>FINANCIAL IMPLICATIONS:</b> Funding Sources & Uses: Lodging Tax Fund (701)	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
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Budget Information: <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	September 18, 2023
<b>Item Name:</b>	Authorize Approval of Sale of Surplus Fire Vehicle
<b>Originating Department:</b>	Finance
<b>Presented by:</b>	Nicole Meyer
<b>Previous Council Action (if any):</b>	Resolution 2023-48: Resolution Authorizing City Staff to Execute Purchase Agreement for Fire Utility Vehicle Replacement - Dated: February 21, 2023

<b>Item Type (X only one):</b>	Consent	<input checked="" type="checkbox"/>	Regular Session	<input type="checkbox"/>	Discussion Session	<input type="checkbox"/>
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**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** *(Include motion in proper format.)*

Adopt Resolution 2023-204, Authorizing Surplus Fire Vehicle and Sale

**EXPLANATION OF AGENDA ITEM** *(Include a description of background, benefits, and recommendations.)*

City Staff completed replacement of the fire department's utility vehicle in the 2023 programmed CIP - project #528. With the new vehicle in service, staff is requesting authorization to deem the 2008 utility vehicle as surplus equipment and authorize its sale to the highest bidder.

The City utilizes Jeff Martin Auctioneers, Inc. for the sale of these types of items along with general postings at City Hall. The equipment is listed at the lowest price the City will accept and people can bid on the item. The vehicle is then sold to the highest bidder. Funds from the sale will be recognized in capital equipment fund (105).

**Attachments:**

1. [2023-204 Sale of Fire Vehicle Resolution.doc](#)

<b>FINANCIAL IMPLICATIONS:</b> Funding Sources & Uses: Capital Equipment Fund (105)	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
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Budget Information: <input type="checkbox"/> Budgeted <input checked="" type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required	Planning Commission	<input type="checkbox"/>
	Parks and Recreation Board	<input type="checkbox"/>
	Safari Island Advisory Board	<input type="checkbox"/>
	Other	<input type="checkbox"/>

**CITY OF WACONIA  
RESOLUTION NO. 2023-204**

**RESOLUTION AUTHORIZING SURPLUS FIRE VEHICLE AND SALE**

**WHEREAS**, the fire department has completed replacement of the City's 2008 utility vehicle as approved in Resolution 2023-48 dated February 21, 2023; and

**WHEREAS**, the 2023 utility vehicle (capital project #528) was put into service earlier this year; and

**WHEREAS**, staff plan to utilize an auctioneer service for sale of the 2008 utility vehicle so that it is sold to the highest bidder; and

**WHEREAS**, once the vehicle is sold, funds received from the sale will be recognized in the Capital Equipment Fund (105).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Waconia hereby declares the 2008 fire utility vehicle as surplus equipment and authorizes its sale as determined by City staff.

Adopted by the City Council of the City of Waconia this 18<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Nicole Waldron, Mayor

Attest: \_\_\_\_\_  
Jacqueline Schulze, City Clerk



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	September 18, 2023
<b>Item Name:</b>	Facade Improvement Grant - Bode Gray's
<b>Originating Department:</b>	Administration
<b>Presented by:</b>	Shane Fineran
<b>Previous Council Action (if any):</b>	Resolution #2023-174, Approving the after the fact variance application to partially waive the rooftop screening requirement stated in the Downtown District Design Standards for 125 1st St W.

<b>Item Type (X only one):</b>	Consent	<input checked="" type="checkbox"/>	Regular Session	<input type="checkbox"/>	Discussion Session	<input type="checkbox"/>
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**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** (Include motion in proper format.)

Adopt Resolution 2023-205, Approving Grant Application

**EXPLANATION OF AGENDA ITEM** (Include a description of background, benefits, and recommendations.)

The City has developed various grant programs to support small businesses to the community and in the downtown business district. The Façade Improvement Grant program provides up to \$5,000 in grant funds for façade improvements such as tuck pointing, windows, doors, awning, and street scaping and are located in the downtown business district.

The owners of Bode Gray's restaurant located at 125 1st St W, and opened in April, have submitted a grant application for eligible expenses which would result in \$5,000 grant funds eligibility. The proposed improvements include street scaping and façade improvements related to screening of mechanicals on the roof top and visible from the the public street. The applicant submitted and received approval for a variance related to the required improvements from the City Council in August. Staff have reviewed the application and supported documentation and are recommending approval. The proposed improvements total \$19,205, which would make them eligible for the full grant amount upon completion.

- Attachments:**
1. [2023-205 Facade Improvement Grant Resolution.docx](#)

<b>FINANCIAL IMPLICATIONS:</b> Funding Sources & Uses: Economic Development>Grants	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
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Budget Information: <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	

**CITY OF WACONIA**

**RESOLUTION 2023-205**

**RESOLUTION APPROVING FAÇADE IMPROVEMENT GRANT  
FOR 125 1<sup>st</sup> STREET W**

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

**WHEREAS**, the City has received a Façade improvement grant application from JD Rentals LLPA, dba Bode Grey's; and

**WHEREAS**, proposed work includes installation of public facing screening of mechanicals consistent with Resolution #2023-174; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Waconia approves the \$5,000 grant for 125 1<sup>st</sup> St W.

Adopted by the Waconia City Council this 5<sup>th</sup> day of June, 2023.

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Nicole Waldron, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, City Clerk



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>		September 18, 2023					
<b>Item Name:</b>		Contract with Johnson Controls for Fire Alarm Monitoring of Water Tower					
<b>Originating Department:</b>		Administration					
<b>Presented by:</b>		Jackie Schulze					
<b>Previous Council Action</b> (if any):							
<b>Item Type (X only one):</b>	Consent	X	Regular Session		Discussion Session		
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED</b> <i>(Include motion in proper format.)</i>							
Adopt Resolution 2023-206, Adopting Contract with Johnson Controls for Fire Alarm Panel Monitoring							
<b>EXPLANATION OF AGENDA ITEM</b> <i>(Include a description of background, benefits, and recommendations.)</i>							
<p>The City of Waconia contracts with Johnson Controls to test and maintain our Fire Alarm panels at our various facilities. After a routine service call to the tower earlier this summer, it was discovered that the previous contract for the Water Tower at 300 10th Street East had not been renewed.</p> <p>After learning of this, we received a quote from Johnson Controls to add the Water Tower Monitoring and Maintenance to our contract. We request the City Council approve the contract with Johnson Controls to continue the preventative maintenance/testing of the alarm panel at the water tower.</p> <p><b>Attachments:</b></p> <ol style="list-style-type: none"> <li>1. <a href="#">Resolution 2023-206 Fire Alarm Panel Monitoring Water Tower</a></li> <li>2. <a href="#">Waconia Water Tower - Johnson Controls Proposal</a></li> </ol>							
<b>FINANCIAL IMPLICATIONS:</b>				<b>ADVISORY BOARD RECOMMENDATIONS:</b>			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA  
RESOLUTION NO. 2023 - 206**

**RESOLUTION AUTHORIZING  
CONTRACT WITH JOHNSON CONTROLS  
FOR FIRE ALARM PANEL MONITORING  
AT WATER TOWER LOCATED  
AT 300 10<sup>TH</sup> STREET EAST**

**WHEREAS**, the City of Waconia contracts with Johnson Controls for monitoring of all fire alarm panels; and

**WHEREAS**, the panel at the Water Tower is not currently being monitored; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Waconia authorizes City staff to execute the contract with Johnson Controls for Fire Alarm Panel monitoring.

Adopted by the City Council of the City of Waconia this 18<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Nicole Waldron, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, City Clerk

# City of Waconia (Water Tower) - FA PSA - CPQ-455640

## Planned Service Agreement



**Johnson Controls Fire Protection LP**  
2605 Fernbrook Lane N, Suite T  
Plymouth MN55447  
USA

**Proposal Presented On:**  
08-24-2023



# SERVICE SOLUTION

**Customer #:** 555982  
**City of Waconia**  
**Date:** 24-Aug-23  
**Proposal #:** CPQ-455640  
**Term:** 1-Sep-23 to 31-Aug-28

**Billing Customer:**  
 City of Waconia  
 201 S Vine St  
 City Hall  
 WACONIA, MN 55387-1403

**Service Location:**  
 City of Waconia  
 300 10th St E,  
 Waconia, MN 55387

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
 Troy Bradley  
 2605 Fernbrook Lane N, Suite T  
 Plymouth MN 55447  
 troy.bradley@jci.com  
 (715) 512-1543

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## INVESTMENT SUMMARY

*(Service Solution Valid for 30 Days)*

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SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>SYSTEM-FA-SIMPLEX 4008</b>			
<b>SIMPLEX 4008 SYSTEM</b>		<b>Est. First Inspection: October</b>	
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	2	Annual	
Smoke Sensor Addressable	4	Annual	
Heat Detector Restorable	3	Annual	
Monitor IAM/ZAM/Relay	4	Annual	

**FIRE ALARM ESSENTIAL SERVICE OFFER Total: \$506.07**

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed



# SERVICE SOLUTION

## SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm
City of Waconia	300 10th St E,	Waconia	MN	55387	\$506.07

### FIRE ALARM ESSENTIAL SERVICE OFFER

#### SYSTEM-FA-SIMPLEX 4008

##### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

##### DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

### Smoke Detector Sensitivity Testing

#### SYSTEM-FA-SIMPLEX 4008

##### SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Ex cludes duct smoke detectors.

### Customer Portal (Basic)

#### SYSTEM-FA-SIMPLEX 4008

Basic Customer Portal functionality will be provided.



# SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City of Waconia** and is effective **1-Sep-23** (the "Effective Date") to **31-Aug-28** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

**PAYMENT FREQUENCY:** Annual In Advance

Initials

**PAYMENT TERMS:** Net 30

*For applicable taxes, please see Section 3 of the Terms & Conditions*

**PAYMENT AMOUNT: \$506.07 - Proposal #: CPQ-455640**

**PAYMENT SUMMARY:**

Year	Term	PSA Charges
1	09/01/2023 - 08/31/2024	\$506.07
2	09/01/2024 - 08/31/2025	\$506.07
3	09/01/2025 - 08/31/2026	\$506.07
4	09/01/2026 - 08/31/2027	\$506.07
5	09/01/2027 - 08/31/2028	\$506.07

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**



# SERVICE SOLUTION

## Multi Year Contract Rider AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email ( ), payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:  NO: This signed contract satisfies requirement  
 YES: Please reference this PO Number: \_\_\_\_\_

City of Waconia	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: (715) 512-1543
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____

## TERMS AND CONDITIONS

**1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

**2. Payment and Invoicing.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no**

**guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. **Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.**

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for fourhour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT

DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**9. Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**12. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other

commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions."

Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

**16. Covid-19 Vaccination.** Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

**17. Other Services.**

**A. Remote Service.** If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement.

**CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

**B. Connected Fire Sprinkler Services; Connected Fire Alarm Services.** Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's

Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 20 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES.** In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

**C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services.** If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at <https://www.johnsoncontrols.com/buildings/legal/digital/general/tos>.

**18. Monitoring Services.** If Customer has selected Monitoring Services, the following shall apply to such Services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. **THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET.** Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be

responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**B. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.**

**C. Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees

that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

#### **F. Communication Facilities.**

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 18.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW**

**THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NONTRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM**

**SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACKUP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party.

COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

**19. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING.**

**No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**20. Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms

herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

**21. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**22. Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**23. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**24. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

**25. Force Majeure, Exclusions.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**26. Exclusions.** This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

**27. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**28. Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**29. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**30. Default.** An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**31. One-Year Limitation on Actions; Choice of Law.** For Customers located in the United

States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**32. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

**33. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**34. Headings.** The headings in this Agreement are for convenience only.

**35. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**36. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature.

Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

**37. Legal Fees.** Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**38. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

**39. Privacy.** A. **Company as Processor:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply. B.

**Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

**40. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>		September 18, 2023					
<b>Item Name:</b>		Woodland Creek 4th Addition - Development Agreement - Hartman Communities, LLC					
<b>Originating Department:</b>		Community Development					
<b>Presented by:</b>		Lane Braaten					
<b>Previous Council Action</b> (if any):							
<b>Item Type (X only one):</b>		Consent	X	Regular Session		Discussion Session	
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED</b> <i>(Include motion in proper format.)</i>							
Adopt Resolution 2023-207 approving the Development Agreement for Woodland Creek 4th Addition.							
<b>EXPLANATION OF AGENDA ITEM</b> <i>(Include a description of background, benefits, and recommendations.)</i>							
<p>The City Council, at their regular meeting on November 15th, 2021, approved a final plat for Hartman Communities, LLC titled Woodland Creek 4th Addition pursuant to Chapter 1000 of the Waconia City Ordinance. The Woodland Creek 4th Addition final plat consists of ten (10) single-family residential parcels. The City Council approved the final plat application via Resolution 2021-260 subject to certain conditions including Hartman Communities, LLC entering into a development agreement with the City.</p> <p>City staff have prepared a proposed development agreement for Woodland Creek 4th Addition, a copy of which is attached for Council’s review and consideration. City staff recommends approval of the development agreement language as proposed.</p>							
<b>Attachments:</b>							
<ol style="list-style-type: none"> <li>1. <a href="#">Resolution 2023-207 Woodland Creek 4th Developers Agreement.docx</a></li> <li>2. <a href="#">DA Woodland Creek 4th Addition (Final Draft 09-12-2023).pdf</a></li> </ol>							
<b>FINANCIAL IMPLICATIONS:</b>				<b>ADVISORY BOARD RECOMMENDATIONS:</b>			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA  
RESOLUTION NO. 2023-207**

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT  
FOR WOODLAND CREEK 4<sup>TH</sup> ADDITION**

**WHEREAS**, Hartman Communities, LLC (the “**Developer**”) owns real property in the City of Waconia (the “**City**”) described as Outlot H, Woodland Creek (the “**Property**”); and

**WHEREAS**, the Developer desires to plat the fourth phase of the Property as Woodland Creek 4<sup>th</sup> Addition, which will consist of ten (10) single family residential parcels (the “**Project**”); and

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

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

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

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

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

Passed and adopted by the City Council of the City of Waconia this 18<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Nicole Waldron, Mayor

Attest: \_\_\_\_\_  
Jacqueline Schulze, City Clerk

EXHIBIT 1  
Development Agreement

**DEVELOPMENT AGREEMENT  
FOR  
WOODLAND CREEK 4TH ADDITION  
CITY OF WACONIA, MINNESOTA**

This agreement (the “**Agreement**”) is dated September \_\_\_\_, 2023 and is between the City of Waconia, a Minnesota municipal corporation (the “**City**”) and Hartman Communities, LLC, a Minnesota limited liability company (the “**Developer**”).

**RECITALS**

WHEREAS, the Developer previously platted certain property as WOODLAND CREEK, Carver County, Minnesota (“**Woodland Creek**”); and

WHEREAS, in connection with such plat, the City and the Developer previously entered into a Development Agreement for Woodland Creek, which was dated October 5<sup>th</sup>, 2020, and recorded October 14<sup>th</sup>, 2020, as Document Number A707414 in the Office of County Recorder, Carver County, Minnesota (the “**Woodland Creek Development Agreement**”); and

WHEREAS, the Developer owns the vacant land legally described as Outlot H, WOODLAND CREEK, Carver County, Minnesota (the “**Property**”); and

WHEREAS, the Developer now desires to replat the Property as WOODLAND CREEK 4TH ADDITION, Carver County, Minnesota (“**Woodland Creek 4th Addition**”); and

WHEREAS, Woodland Creek 4<sup>th</sup> Addition will consist of the following:

1. Lots 1 through 10, Block 1, WOODLAND CREEK 4TH ADDITION, Carver County, Minnesota (the “**Residential Lots**”); and
2. Certain land dedicated to public use; and

WHEREAS, on November 15, 2021, the City Council passed Resolution No. 2021-260 conditionally approving the final plat for Woodland Creek 4<sup>th</sup> Addition drafted by Westwood Professional Services, Inc.; and

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

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

WHEREAS, on November 4, 2019 the City Council passed Resolution No. 2019-213 approving

the PUD, which includes the Residential Lots; and

WHEREAS, the Developer has already rough graded the Property as described in the Woodland Creek Development Agreement and the Plans (as defined below); and

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

1. The Woodland Creek Overall Final Landscape Plan prepared by Westwood Professional Services, Inc. dated January 17, 2020 attached as Exhibit C; and
2. Woodland Creek 4<sup>th</sup> Addition Construction Plans prepared by Westwood Professional Services, Inc. and dated September 3<sup>rd</sup>, 2021, Revision date August 10<sup>th</sup>, 2023; and

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

1. The PUD zoning for the Residential Lots of Woodland Creek 4<sup>th</sup> Addition (per Section 900.05, Subd. 1, O, 5, c, 3, of the Waconia City Code); and
2. The Developer’s obligations regarding the development of Woodland Creek 4<sup>th</sup> Addition; and

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

## TERMS

1. **INTRODUCTORY MATTERS.** Except as expressly provided in this Agreement to the contrary, the following are incorporated by reference as agreements of the City and the Developer:
  - 1.1. The Recitals set forth above; and
  - 1.2. The City resolutions referred to in the above Recitals and the exhibits attached to such resolutions (the “**City Resolutions**”).
2. **DEFINITIONS.** Defined terms, when capitalized, shall have the meanings ascribed to them in this Agreement unless the context clearly requires otherwise. Additional terms are defined in the introductory paragraph, the Recitals, and later in this Agreement.

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

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

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

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

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

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

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

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

“**Municipal Improvements**” means the Developer Installed Municipal Improvements and the Developer Funded Municipal Improvements, all as described in Section 6 below.

3. **RIGHT TO PROCEED; CONSTRUCTION.** Unless separate written approval has been given by the City, the Developer may not final grade the Property or start construction of any improvement on the Property until the following conditions have been met to the satisfaction of the City: i) this Agreement has been fully executed and filed with the City Clerk; ii) the security required by this Agreement has been received by the City; iii) the Final Plat and all documents required by this Agreement to be recorded have been recorded with the Carver County Recorder’s Office or Registrar of Titles; iv) the Developer has provided the City with recording information for all instruments required to be recorded; v) the Developer is not in default of this Agreement or any other agreement related to the Property or any other property within the City limits owned by the Developer or within the Developer’s control; vi) the Developer is not in violation of any federal, state or local regulation related to the Property; vii) the City Community Development Director has issued a letter that the Developer may proceed; and viii) the Developer has acquired fee title ownership of the Property. Construction on the Property shall proceed in accordance with the Preliminary Plat, the Final Plat, the Plans, the City Resolutions, the Waconia City Code, and this Agreement.

4. **ENGINEERING AND PLANNING REQUIREMENTS.**

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

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

4.2.1. **Erosion and Sediment Control Plan.** The Developer shall have applied for and received an erosion and sediment control plan for the Property from the County. The Developer shall comply with the erosion and sediment control

plan. Further, during the development of the Property, the Developer shall follow all measures required by the City Engineer to protect any wooded areas and steep slopes on the Property, as determined and directed by the City Engineer.

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

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

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

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

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

6. **IMPROVEMENTS.**

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

6.1.1. **General.** Except as expressly provided to the contrary in Section 6.2 below, the

Developer shall, at its expense, construct and install public improvements on and adjacent to the Property in conformance with the Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this Agreement (the “**Developer Installed Municipal Improvements**”) including:

- 6.1.1.1. street grading, graveling, berms and boulevards;
- 6.1.1.2. permanent street surfacing;
- 6.1.1.3. concrete curb and gutter;
- 6.1.1.4. boulevard sodding/seeding and blanket;
- 6.1.1.5. sanitary sewer laterals or extensions including all necessary services, lift stations and other appurtenances supplied by the City and invoiced to the Developer;
- 6.1.1.6. storm sewers and storm water reuse facilities, including all necessary catch basins, inlets, and other appurtenances;
- 6.1.1.7. water main laterals or extensions including all necessary building services, hydrants, valves, and other appurtenances;
- 6.1.1.8. street lighting and conduit crossings of City supplied conduit, where requested;
- 6.1.1.9. sidewalks and trails depicted in the Plans;
- 6.1.1.10. construction of the turn land improvement described in Section 6.1.3 below.

6.1.2. **Oversizing.** The Developer shall oversize utilities as requested by the City Public Services Director or the City Engineer. The City shall reimburse the Developer for any oversizing expenses incurred by the Developer at the City’s request in an amount equal to the difference between the actual cost incurred by the Developer and the cost that the Developer would have incurred had normal pipe sizes been used (normal size for water and sanitary sewer is 8 inches). The City Engineer shall determine the oversizing reimbursement, in his/her reasonable discretion, using pipe pricing provided by the Developer’s contractor.

6.1.3. **Turn Lane Improvements.** The Developer, at its expense, shall construct turn lane improvements at the intersection of State Trunk Highway 284 and Elm Creek Road, as required by the Minnesota Department of Transportation.

6.2. **Government Installed/Developer Funded Municipal Improvements.** The Developer shall reimburse the City all costs associated with the installation of street, wetland buffer, future trail, and shoreland buffer signs for the Property, including the cost of all materials and staff time required to install such signs invoiced at the then current staff labor rates set forth in Chapter 1100 of the Waconia City Code (the “**Developer Funded Municipal Improvements**”).

- 6.3. **Private Improvements.** The Developer shall, at its expense, install private improvements on the Property (the “**Private Improvements**”) in conformance with the Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this Agreement, including grading of the Property and installation of corrected soil areas.
- 6.4. **Landscape Improvements.** The Developer shall install, at its expense, all landscaping improvements required by the Landscape Plans attached as Exhibit C (the “**Landscape Improvements**”). Further, for a period of 2 years from the date installed, Developer shall replace any plant material that dies or is not growing properly.
- 6.5. **Permits.** Prior to any grading or construction occurring on the Property, the Developer shall determine and obtain all necessary approvals, permits, and licenses required by each Governmental Entity with jurisdiction. Any design requirements of such Governmental Entities shall be determined prior to completion and incorporated into the plans and specifications. All costs incurred to obtain such approvals, permits, and licenses and all fines or penalties levied by any Governmental Entity due to the failure of the Developer to obtain or comply with the conditions of such approvals, permits, and licenses shall be the sole responsibility of the Developer. The Developer agrees to defend and hold the City, its officers, employees, and agents harmless from any action initiated by any Governmental Entity resulting from any failure of the Developer to acquire the permits and approvals required herein.
- 6.6. **Licenses.** The Developer hereby grants the City, its agents, employees, officers, and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with the development of the Property. The City hereby grants the Developer a license to enter onto the portions of the Property dedicated for public use to construct the Developer Installed Municipal Improvements and any other improvements required by this Agreement.
- 6.7. **Standard of Performance.** All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this Agreement, unless approved in writing to the contrary by the City Engineer. If there are contradictions between the Preliminary Plat and the Final Plat as it relates to the development contemplated in this Agreement, the Final Plat shall control.
- 6.8. **Deadlines for Completion.** The Developer shall install all Developer Installed Municipal Improvements and Private Improvements by December 31<sup>st</sup>, 2023, except for the final lift of pavement on the roads and parking areas. The final lift of pavement on the roads and parking areas shall be completed no later than September 15<sup>th</sup>, 2024, All Landscape Improvements shall be installed no later than September 15, 2024, Notwithstanding anything to the contrary above, Developer agrees to substantially complete the Turn Lane Improvements no later than December 31, 2023. The Developer may request an extension of time from the City in regard to any deadline, which the City may grant or deny in its sole discretion; provided, however, that the City shall not unreasonably deny any request for extension of any such deadline to the extent that the need therefor is caused by events beyond the reasonable control of

Developer. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

- 6.9. **Construction Times.** The Developer shall conduct all construction activities in conformance with the City's noise ordinance (Chapter 740 of the Waconia City Code). Construction activities shall be allowed between 7:00 a.m. and 10:00 p.m. on weekdays (excepting holidays) and between 9:00 a.m. and 10:00 p.m. on Saturdays. Any deviation from the allowed construction times must be approved by the Public Services Director or the City Engineer.
- 6.10. **Public Property Damage.** The Developer is liable for all damage to public property and improvements (e.g., street and utility systems) directly or indirectly arising from the grading or the development of the Property. The Developer shall promptly notify the City Public Services Director of any such damage the Developer discovers. Further, the Developer shall repair all such damage, at its expense, within 10 days after receiving written notice from the City requesting repair. If the Developer fails to repair any damaged within 10 days of receiving the City's notice, the City may make the repair. Further, the City, in its discretion, may elect to repair any damage itself. In either case, the Developer shall reimburse the City for all materials and labor associated with the repair.
- 6.11. **Street Cleaning.** During the grading and the development of the Property, the Developer shall keep the streets, sidewalks, and trails within and adjoining the Property free of dirt, debris and clutter caused by the development. If the City determines the Developer has violated this requirement, the City may give the Developer written notice of the violation and the Developer shall perform the cleanup within 48 hours. If the Developer fails to perform the cleanup to the City's satisfaction within 48 hours of receiving the City's notice or the City determines, in its discretion, that circumstances warrant cleanup faster than within 48 hours, the City may perform the cleanup itself and the Developer shall reimburse the City for all materials and labor associated with the cleanup.
- 6.12. **Inspection.** The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control and conformance to the City's standards. Further, the City may, at the City's discretion and at the Developer's expense: i) have one (1) or more City inspectors and a soil engineer inspect the work on a full or part-time basis; or ii) take any action necessary to certify utilities for compliance and use. The Developer, its contractors, and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer, through its engineer, must also provide all surveying and construction staking necessary to ensure that the construction conforms to the Plans. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall or via Zoom with

all parties concerned, including the City staff, to review the program for the construction work.

- 6.13. **Final Inspection by the City.** Promptly upon completion of the Improvements, the Developer shall provide the following to the City (the “**Inspection Deliverables**”):
- 6.13.1. as-built plans of the Improvements in both paper and electronic format, which electronic format shall be acceptable to the City Public Services Director; and
  - 6.13.2. a recording of closed-circuit televising of the sanitary sewer improvements and a written report describing such televising.
- 6.14. **Acceptance by the City.** All the Improvements are subject to final inspection by the City Engineer, the City Public Services Director, and the City Building Inspector (collectively, the “**City Staff Inspectors**”). If any of the City Staff Inspectors determine corrective action is needed to conform any of the Improvements to the Plans, this Agreement, any requirement of a Governmental Entity, or to correct defective or damaged work (including, but not limited to, pavement and sidewalk and/or trail cracks and damage), the City shall inform the Developer of the corrective action needed. Upon receiving notice from the City of any corrective action needed, the Developer shall, at the Developer’s expense, promptly complete the corrective action to the satisfaction of the City Staff Inspectors. Further, within 60 days of the City’s receipt of the Inspection Deliverables, the City shall either accept, by resolution of the City Council, the Developer Installed Municipal Improvements or inform the Developer of corrective action needed. Regarding the Developer Installed Municipal Improvements, the City’s failure to act as stated above within the 60-day period shall be deemed acceptance. Upon acceptance by the City, the Developer Installed Municipal Improvements shall become City property without further action.

## 7. WARRANTIES.

- 7.1. **Developer Installed Municipal Improvements.** The Developer agrees, or shall cause its prime contractor to agree, to guarantee and warrant all work performed and all materials supplied for the construction of the Developer Installed Municipal Improvements for a period of 2 years from final acceptance by the City and to promptly repair or replace any portion of the Developer Installed Municipal Improvements found to be defective. Upon completion of the Developer Installed Municipal Improvements and acceptance thereof by the City Council, the Developer shall furnish the City with a 2-year warranty bond for 100% of the cost of the Developer Installed Municipal Improvements.
- 7.2. **Developer Funded Municipal Improvements.** Except for its obligation to pay for the Developer Funded Municipal Improvements, the Developer has no obligation to provide any guarantee or warranty for such improvements.
- 7.3. **Landscape Improvements.** The Developer agrees, or shall cause its prime contractor to agree, to guarantee and warrant to the City all work performed and all materials supplied regarding the Landscape Improvements for a period of 2 years from the date installed. If any plant material dies or is not growing properly within 2 years of the

date it is installed, the Developer or its prime contractor shall promptly replace it.

8. **INSURANCE AND INDEMNIFICATION.**

8.1. **Insurance.** The Developer shall furnish, or shall cause its prime contractor to furnish, proof of insurance prior to the commencement of construction of the Improvements, which shall be subject to the review and approval of the City, covering public liability and property damage by reason of operation of the contractor's equipment, laborers and hazard caused by the Improvements at a minimum policy amount of \$1,000,000.00. The contractor shall keep such insurance in force during construction of the Improvements and applicable warranty periods. The insurance shall name the City as an additional insured and shall require the insurer shall give the City not less than 30 days' written notice prior to modification or cancellation of the insurance policy.

8.2. **Indemnification.** Claims against the Developer, its agents, servants, or employees relating to the development of the Property shall in no way be the obligation of the City. The Developer shall indemnify, hold harmless, and defend the City, its elected officials, officers, employees, consultants, contractors and agents (the "**Indemnified Parties**") from and against any and all liabilities, losses, costs, damages, expenses, claims, actions, or judgments, including reasonable attorneys' fees and court costs, that the Indemnified Parties, or any of them, may sustain, incur, or be required to pay, directly or indirectly arising out of the Developer's violation of this Agreement or any act or failure to act by the Developer, its officers, employees, consultants, contractors or agents, except to the extent directly caused by the negligence of the Indemnified Parties or any of them.

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

9.1. **General Building Permit Requirements.** No building permits for any Residential Lots on the Property shall be issued until:

9.1.1. the Final Plat has been recorded;

9.1.2. site plans (if applicable) have been submitted and have been reviewed and approved by the City Council;

9.1.3. the Improvements have been substantially completed;

9.1.4. restrictive covenants and homeowners' association documents, if any, are acceptable to the City and have been executed and recorded;

9.1.5. park dedication requirements have been met as required herein;

9.1.6. any outstanding amounts due the City under this Agreement have been paid;

9.1.7. all required financial guarantees have been given to the City; and

9.1.8. the Developer is not then in default of this Agreement.

9.2. **Individual Lot Building Permit Requirements.** In addition to the requirements in Section 9.1 above, no building permit for an individual lot on the Property shall be

issued until:

9.2.1. the City Public Services Director has approved access and temporary construction access for the lot;

9.2.2. the applicant for the permit has paid all fees then required by the City or any other Governmental Entity for issuance of a building permit including any fees for: i) metro sewer availability; ii) sewer trunk; iii) sewer permit; iv) sewer hookup; v) water trunk; vi) water permit; vii) water hookup; viii) storm water trunk; and ix) storm water connection;

9.2.3. individual lots are properly established with Best Management Practices (“BMP”) devices approved by the City Public Services Director including slit-in silt fence (spring – fall months) or proper log rolls (winter season); and

9.2.4. all Waconia City Code requirements for issuance of a building permit have been met.

9.3. **Certificate of Occupancy Requirements.** No certificate of occupancy shall be issued for a residential structure until:

9.3.1. the City Public Services Director has approved an as-built final grade and sidewalk survey for the lot;

9.3.2. the City Public Services Director has approved a utility check for the lot;

9.3.3. the City Public Services Director has approved storm water compliance for the lot; and

9.3.4. all Waconia City Code, building code and other requirements for issuance of a certificate of occupancy have been met.

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

## 10. **PARK DEDICATION.**

The Developer previously dedicated Outlot E, WOODLAND CREEK, Carver County, Minnesota, to satisfy the City’s park dedication requirements for the Woodland Creek residential development. The City acknowledges such dedication satisfied the City’s park dedication requirements for the land now being platted as Woodland Creek 4<sup>th</sup> Addition.

11. **PUD ZONING.** The Residential Lots on the Property shall comply with the following zoning requirements:

11.1. **General.** Waconia City Code ordinances and regulations applicable to the R-1, Single-

Family Residential District (the “**Base Zoning**”) shall apply to the Property, except as expressly modified in Section 11.2 below.

11.2. **PUD.** The following PUD zoning applies:

- 11.2.1. typical lot size shall be 70 feet wide by 120 feet long;
- 11.2.2. the maximum impervious surface for each lot shall be 50%;
- 11.2.3. the minimum front yard/right-of-way setback for each lot shall be 25 feet;
- 11.2.4. the minimum side yard setback for each lot, except corner lots, shall be 7.5 feet;
- 11.2.5. the minimum side yard setback for corner lots shall be 15 feet;
- 11.2.6. the minimum rear yard setback for each lot shall be 25 feet;
- 11.2.7. notwithstanding anything to the contrary above, the minimum setback from the edge of a designated wetland shall be 50 feet;

12. **PAYMENT OF COSTS AND EXPENSES.**

12.1. **General.** The Developer agrees to pay, upon demand of the City, all costs, expenses, charges, and fees incurred or paid by the City in relation to this Agreement, the grading, or the development of the Property. For example, the Developer shall reimburse the City for staff time, consulting fees, reasonable attorneys’ fees , costs, expenses and charges relating to: i) review of the Plans; ii) the negotiation and preparation of this Agreement; iii) reviews and inspections required or permitted by this Agreement; iv) certifying utilities for compliance and use; and iv) except as otherwise set forth in Section 8.2 and 18.7, any action or suit relating to this Agreement or the development of the Property. Concurrent with the full execution of this Agreement, the Developer shall deposit the sum of \$10,000.00 in escrow to cover such costs. The City may, from time to time, withdraw funds from such escrow to pay costs, expenses, and charges the Developer is required to pay; provided however, that concurrent with each such withdrawal the City shall provide the Developer with an itemized statement showing the costs, expenses and charges incurred, the amount withdrawn from escrow to pay them, and the amount remaining in escrow. Any excess amount remaining in escrow on December 31, 2024, shall be promptly refunded to the Developer. Any costs, expenses, or charges in excess of the escrow amount (or incurred after the escrow account is closed) shall be billed by the City and paid by the Developer in conformance with Section 12.2 below.

12.2. **City Billing Procedure.** Whenever this Agreement permits the City to demand payment from the Developer or requires the Developer to reimburse the City, the City shall invoice the Developer for the amount due. Each amount invoiced by the City to the Developer shall be due and payable 30 days after the date of the applicable invoice. If the Developer fails to pay any amount on before the date such amount is due, the Developer shall be deemed in default of this Agreement. Any invoice for reimbursement shall itemize the amounts previously incurred by the City for which reimbursement is sought.

- 12.3. **Developer Billing Procedure.** Whenever this Agreement permits the Developer to demand reimbursement from the City, the Developer shall invoice the City for the amount due. Each amount invoiced by the Developer to the City shall be due and payable 30 days after the date of the applicable invoice. If the City fails to pay any amount on before the date such amount is due, the City shall be deemed in default of this Agreement. Any invoice for reimbursement shall itemize the amounts previously incurred by the Developer for which reimbursement is sought.
13. **FINANCIAL GUARANTEES.** Prior to release of the Final Plat, unless otherwise stated, the Developer shall provide the following financial guarantees.
- 13.1. **Guarantee for Municipal Improvements.**
- 13.1.1. **Letter of Credit.** To assure the installation of all Municipal Improvements in a good and workmanlike manner and the Developer's faithful performance of its obligations under this Agreement, the Developer shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the "**Letter of Credit for the Municipal Improvements**") in the amount of \$346,915.00 (which equals 120% of the cost of the Municipal Improvements). If the Developer fails to install the Developer Installed Municipal Improvements in accordance with the provisions of this Agreement, fails to reimburse the City for the Developer Funded Municipal Improvements as required herein, or otherwise breaches its obligations under this Agreement, the City shall notify the Developer in writing of such breach. If the Developer fails to cure the breach within 30 days of receipt of the City's written notice the City may declare a default under the Agreement. Thereafter, the City may draw upon the Letter of Credit for the Municipal Improvements in such amount as is reasonably adequate to cure the breach. The Letter of Credit for the Municipal Improvements shall be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.
- 13.1.2. **Release/Reduction of Letter of Credit.** The Developer may apply to the City for a release of all or a portion of the Letter of Credit for the Municipal Improvements as follows:
- 13.1.2.1. When another irrevocable letter of credit acceptable to the City is furnished to the City to replace the Letter of Credit for the Municipal Improvements.
- 13.1.2.2. Not more often than once per month, Developer may request reduction of the principal amount of the Letter of Credit based on work completed to date, as evidenced by Pay Requests approved by Developer's Engineer, and provision of proof satisfactory to the City of the amount expended by the Developer to date (or, in the case of Developer Funded Municipal Improvements, reimbursed to the City) in the connection with construction and installation of the Municipal

Improvements. Developer shall make each such request in writing, which request will include (a) a description of the work performed and completed in connection with the Municipal Improvements and (b) evidence of costs paid by Developer as per Pay Requests approved by Developer's Engineer (or reimbursed to the City) to date in connection with such work. Within 20 days after receipt of any such request, the City shall, after confirming completion of the work in question, authorize, pursuant to written notice to the Developer, the reduction of the Letter of Credit by the amount determined accurate by the City to have been expended by Developer (or reimbursed to the City) in connection with the completed work, so long as, after any such reduction, the remaining balance of the Letter of Credit is at least 120% of the aggregate cost, as determined or estimated by the City, of the remaining work to be performed in order to complete construction and installation of the Municipal Improvements. Notwithstanding the foregoing to the contrary, the City shall not be obligated to authorize any reduction in the Letter of Credit at any time that the Developer is in default under this Agreement.

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

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

13.2.1. **Letter of Credit.** To assure the installation of all Landscape Improvements in a good and workmanlike manner, the proper growth of all plants for the period of 2 years after installation, and the Developer's faithful performance of its obligations under this Agreement, the Developer shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the "**Letter of Credit for the Landscape Improvements**") in the amount of \$4,063.00 (which equals 100% of the cost of the Landscape Improvements). If the Developer fails to install and maintain the Landscape Improvements in accordance with the provisions of this Agreement, fails to replace a plant not growing properly, or otherwise breaches this Agreement, the City shall notify the Developer in writing of such breach. If the Developer fails to cure the breach within 30 days of receipt of the City's written notice the City may declare a default under the Agreement. Thereafter, the City may draw upon the Letter of Credit for the Landscape Improvements in such amount as is reasonably adequate to cure the breach. Such Letter of Credit for the Landscape Improvements shall be renewable on an annual basis and shall require the issuer to give the City notice

at least 30 days prior to the date of renewal.

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

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

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

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

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

13.5. **Costs.** The City's costs for processing any letter of credit reduction or release request shall be billed to the Developer at \$125.00 per hour with a minimum of 1 hour per reduction or release and shall be paid by the Developer to the City within 30 days of billing. Any request for reduction or release of a letter of credit shall be either approved or denied within 30 days of being made in writing to the City.

13.6. **Deficiency.** If any of the sureties described in this Section 13 are used by the City and

found to be deficient in amount to pay or reimburse the City in total as required herein, the Developer agrees that upon being billed by the City, the Developer will pay the deficiency amount to the City within 10 days of receipt of such billings to the Developer. If the Developer fails to pay, the City may assess all costs, including, but not limited to, staff time, reasonable engineering fees and legal fees against each lot in the Development for which an occupancy has not then been issued by the City. The Developer acknowledges that the City has the authority, pursuant to Minnesota Statutes Chapters 412 and 429, to specially assess property benefited by improvements. If there is an overage in the amount of utilized security the City shall, upon making such determination, refund to the Developer any monies in the City's possession that are in excess of the surety needed by the City. In addition to the above, the City may seek a civil judgment against the Developer.

14. **PROOF OF TITLE/ATTORNEY REVIEW.** Prior to release of the Final Plat, the Developer shall provide an updated and certified Abstract of Title and/or Registered Property Abstract as required by Minn. Stat. §505.03, or in the alternative, the Developer may provide a commitment for a title insurance policy for the Property, as platted, naming the City as the proposed insured and with the amount of coverage for this policy being equal to \$10,000.00 per acre dedicated to the City (including streets, rights-of-way, park dedication, outlot conveyances, and drainage and utility easements). The evidence of title shall be subject to the review and approval of the City Attorney to determine which entities must execute the Final Plat and other documents to be recorded against the Property. The Developer shall cause a title insurance policy to be issued consistent with each commitment for a title insurance policy provided by the Developer and the requirements of the City Attorney and with an effective date on which the Final Plat is recorded (the City will not issue any certificate of occupancy until it is provided with the title insurance policy). Further, the Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Agreement and by the City Attorney are recorded and all conditions for release of the Final Plat have been met prior to the City approving any building permits or other permits applicable to the development of the Property.
15. **REPRESENTATIONS AND WARRANTIES OF DEVELOPER.** The Developer, as an inducement to the City to enter into this Agreement, hereby represents, warrants, and covenants to the City as follows:
  - 15.1. **Authorization.** The Developer is an organized limited liability company under the laws of Minnesota and is in good standing and authorized to do business in Minnesota. The Developer has full authority to enter into this Agreement and make it binding on itself and its successors and assigns, and to make this Agreement, and the covenants herein, binding upon and running with the Property. This Agreement shall not become effective until it is executed and delivered by the City and the Developer.
  - 15.2. **Ownership.** The Developer has a fee ownership interest in the Property.
  - 15.3. **Execution No Violation.** The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any

indenture, mortgage, contract, agreement, or instrument to which the Developer is a party or by which it, or the Property, is bound.

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

If to the City:

City of Waconia  
201 South Vine Street  
Waconia, MN 55387  
Attn: Shane Fineran, City Administrator  
Email: sfineran@waconia.org

If to the Developer:

Hartman Communities, LLC  
1750 Tower Blvd.

Victoria, MN 55386  
Attn: Terry Hartman, President  
Email: terry@hartmancommunities.com

18. **MISCELLANEOUS.**

- 18.1. **Runs with the Property.** The terms and conditions of this Agreement shall be binding on the parties hereto, their respective successors and assigns. The benefits and burdens of this Agreement run with the Property. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly releases the Developer in writing.
- 18.2. **Recording.** This Agreement shall be recorded against the Property by the City. Further, the Developer agrees that the Final Plat will be filed with Carver County, Minnesota, within 6 months of the date that the Final Plat is approved by the City Council.
- 18.3. **Compliance.** Use of the Property shall be consistent and comply with federal, state, and local regulation.
- 18.4. **Interest on Past Due Amounts.** In addition to all other remedies available to the City under this Agreement, amounts owed the City and not paid when due shall accrue interest at the rate of 8% per annum from the date due until the date actually paid.
- 18.5. **Construction of Agreement.** This Agreement, the attached exhibits, the incorporated instruments pursuant to Section 1 of this Agreement and any addenda or amendments signed by the parties shall constitute the entire agreement between the parties, and they supersede any other written or oral agreements between the parties as it relates to the terms and obligations contained herein. The word “including” shall mean including without limitation. The parties intend that each representation, warranty, and covenant contained in this Agreement have independent significance. The captions used in this Agreement are for convenience only and do not constitute terms of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neutral genders, and vice versa.
- 18.6. **Warranty of Authority.** The Developer warrants and guarantees it has the authority to enter into this Agreement and to make it a covenant on the Property binding all current and future owners.
- 18.7. **Attorneys’ Fees.** The City and the Developer agree that, if a suit or action is brought to enforce the terms of this Agreement, or if an action is brought upon a letter of credit furnished by the Developer as provided herein, the non-prevailing party shall pay the prevailing party’s reasonable attorneys’ fees and legal costs.
- 18.8. **Severability.** If one or more of the provisions contained in this Agreement are found to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, and any application thereof, shall not be affected or impaired.

- 18.9. **Data Practices Compliance.** The Developer will have access to data collected or maintained by the City to the extent necessary to perform the Developer’s obligations under this Agreement. The Developer agrees to maintain all data obtained from the City, as it relates to the Municipal Improvements, in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (the “Act”). The Developer will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Upon receipt of a request to obtain and/or review data as defined in the Act, the Developer will immediately notify the City. The City shall provide written direction to the Developer regarding the request within a reasonable time, not to exceed 10 days. The City agrees to indemnify, hold harmless and defend the Developer for any liability, expense, cost, damage, claim, and action, including reasonable attorneys’ fees arising out of, or related to, the Developer complying with the City’s direction. Subject to the above, the Developer agrees to defend and indemnify the City from any claim, liability, damage, or loss asserted against the City as a result of the Developer’s failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, the Developer agrees to return all data to the City, as requested by the City.
- 18.10. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of Minnesota.
- 18.11. **Time is of the Essence.** Time is of the essence in the performance of the terms and obligations of this Agreement.
- 18.12. **Survival.** Any obligations in this Agreement to indemnify or hold another party harmless shall survive the expiration or earlier termination of this Agreement.
- 18.13. **Modification.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. It is understood subsequent agreements may be necessary to complete the understandings of the parties relating to necessary improvements and uses of the Property.
- 18.14. **Prior Development Agreements.** If the City is a party to another development agreement regarding the Property, there shall be no merger of this Agreement with the prior agreement. If any provision of this Agreement conflicts with a provision in a prior development agreement, the provision contained in this Agreement shall control.
- 18.15. **Non-Waiver.** The action or inaction of the City or the Developer shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City or the Developer to enforce any particular section, portion, or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council.

The City's or the Developer's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

- 18.16. **Cumulative Rights.** Each right, power, or remedy herein conferred upon the City or the Developer is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City or the Developer, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

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

*[Signature pages follow.]*

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR WOODLAND CREEK 4<sup>TH</sup> ADDITION

CITY OF WACONIA

By: \_\_\_\_\_  
Nicole Waldron  
Its: Mayor

By: \_\_\_\_\_  
Jackie Schulze  
Its: City Clerk

STATE OF MINNESOTA     )  
  )  
COUNTY OF CARVER     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Nicole Waldron and Jackie Schulze, the Mayor and City Clerk, respectively, of the City of Waconia, a Minnesota municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR WOODLAND CREEK 4<sup>TH</sup> ADDITION

HARTMAN COMMUNITIES, LLC

By: \_\_\_\_\_  
Terry Hartman, President

STATE OF MINNESOTA        )  
  )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Terry Hartman, President, Hartman Communities, LLC, a Minnesota limited liability company, for and on behalf of the company.

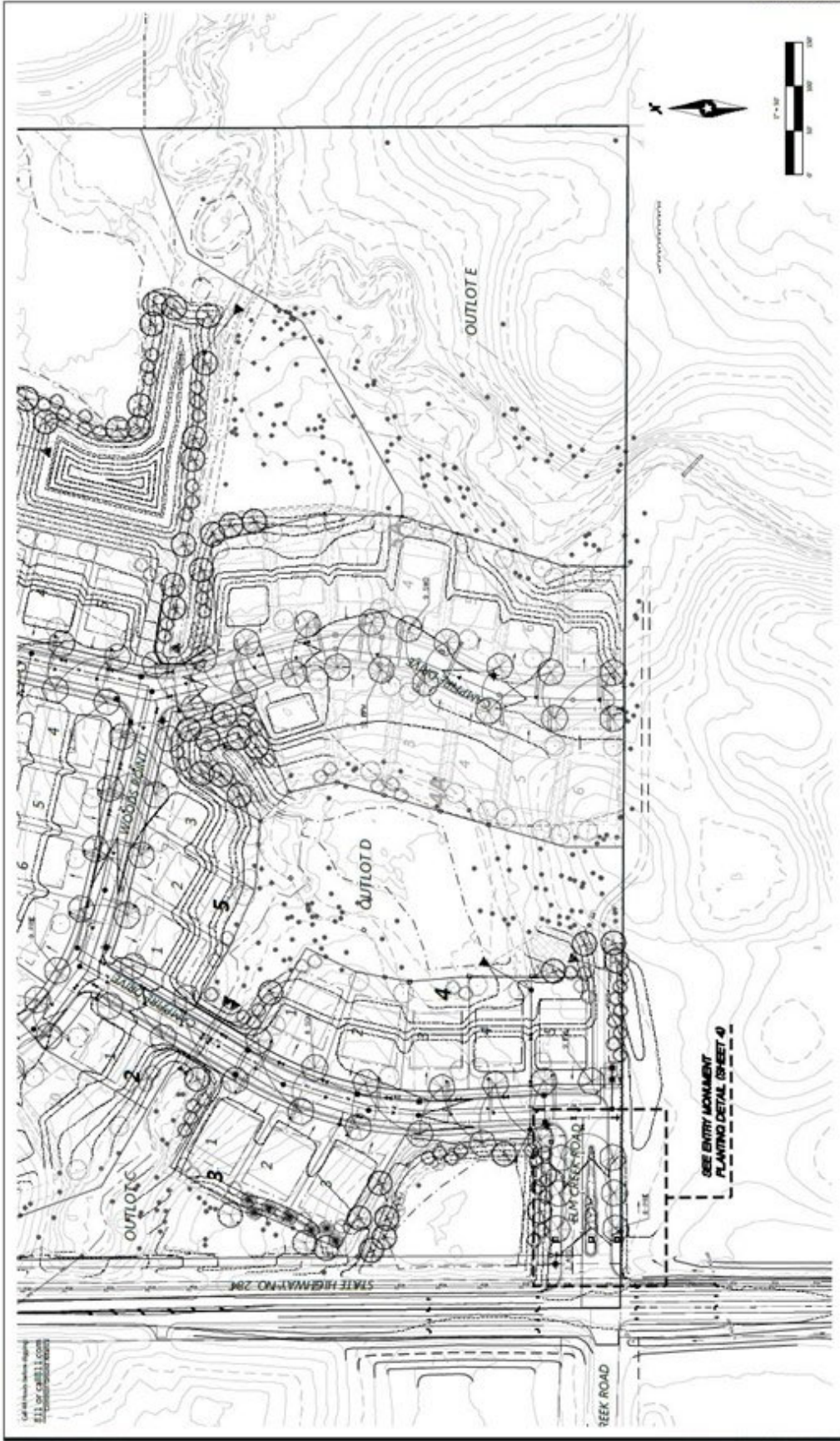
\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT WAS DRAFTED BY:**  
Lane L. Braaten – Community Development Director  
City of Waconia  
201 South Vine Street  
Waconia, Minnesota 55387  
(952) 442-3106



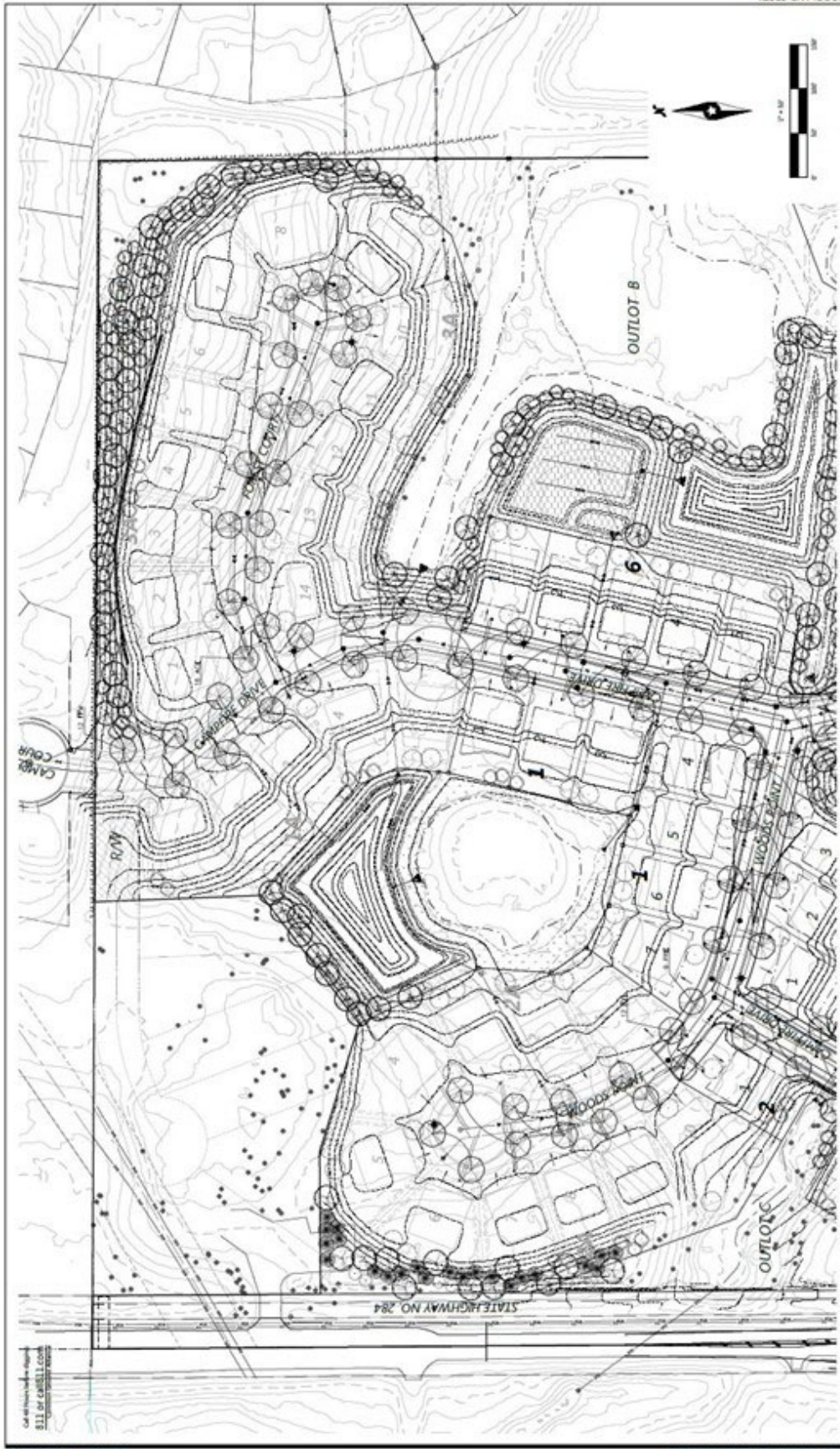






DATE: 03/13/20	PREPARED FOR: <b>Hartman Communities</b> 1700 TOWN SQUARE EAST, SUITE 300 WATSON, MN, 55795	PROJECT NUMBER: 002185.00	SHEET NUMBER: <b>2</b> of <b>4</b>
DESIGNED BY: [Signature]	DATE: 03/13/20	PROJECT NUMBER: 002185.00	DATE: 03/17/20
CHECKED BY: [Signature]	DATE: 03/13/20	<b>Westwood</b> LANDSCAPE ARCHITECTURE 1000 W. WISCONSIN ST. WATSON, MN 55795 TEL: 763.222.2222 WWW.WESTWOODLA.COM	
APPROVED BY: [Signature]	DATE: 03/13/20	<b>Woodland Creek</b> WATSON, MN	

Exhibit C  
 Page 2 of 4



DATE: _____	SCALE: _____	PROJECT NUMBER: 0221855.00	DATE: 01/17/20
DESIGNED BY: _____	CHECKED BY: _____	<b>Westwood</b> 10000 Highway 100, Suite 100 Waconia, MN 55157 Phone: 952.461.1111 Fax: 952.461.1112 www.westwoodmn.com	
DRAWN BY: _____	APPROVED BY: _____		
PREPARED FOR: <b>Hartman Communities</b> 2700 Tower Lakes Drive, Suite 100 Waconia, MN 55157		<b>Midwest Creek</b> WACONIA, MN	
PROJECT NUMBER: 0221855.00 DATE: 01/17/20 <b>FINAL LANDSCAPE PLAN - NORTH</b> SHEET NUMBER: 3 of 4			

Exhibit C  
Page 3 of 4



**CONSENT AND SUBORDINATION BY MORTGAGEE**

In consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, [insert name of lender], as mortgagee under that certain [insert title of mortgage document] dated [insert date] and recorded [insert date] as Document No. [insert recording number] in the office of the Carver County Recorder, Carver County, Minnesota (the “**Mortgage**”) hereby consents to the Development Agreement to which this instrument is attached (the “**Agreement**”) and subordinates the Mortgage and the liens created by the Mortgage to the Agreement and the easements, covenants, obligations and other matters contained in the Agreement.

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

[INSERT NAME OF LENDER]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

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

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, [insert year] by [insert name of person signing for lender], the [insert title of person signing for lender] of [insert name of lender], a [insert state type of lender], on behalf of the [insert name of lender].

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT WAS DRAFTED BY:**

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

[https://mhlslaw.sharepoint.com/sites/dms4/44788/draftdocs/da woodland creek 4th addition/da woodland creek 4th addition \(draft 02-21-2022\).docx](https://mhlslaw.sharepoint.com/sites/dms4/44788/draftdocs/da%20woodland%20creek%204th%20addition/da%20woodland%20creek%204th%20addition%20(draft%2002-21-2022).docx)



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	September 18, 2023
<b>Item Name:</b>	2023 Downtown Phase I Reconstruction Final Costs, Preparing Proposed Assessment, and Calling Public Hearing
<b>Originating Department:</b>	Administration
<b>Presented by:</b>	Shane Fineran

**Previous Council Action** (if any):

<b>Item Type (X only one):</b>	Consent	<input checked="" type="checkbox"/>	Regular Session	<input type="checkbox"/>	Discussion Session	<input type="checkbox"/>
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**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** *(Include motion in proper format.)*

Adopt Resolution #2023-208, Declaring Cost to be Assessed and Ordering the Preparation of Proposed Assessment  
 Adopt Resolution #2023-209, Receiving Proposed Assessment and Calling for a Public Hearing on Proposed Assessment

**EXPLANATION OF AGENDA ITEM** *(Include a description of background, benefits, and recommendations.)*

The 2023 Downtown Phase I Reconstruction project is wrapping up with substantial completion items completed. There are final asphalt lift, lighting, and punch list items that will be completed throughout 2023 and into 2024, however final project costs have been determined as well as those that are to be assessed. As part of the special assessment process a independent 3rd party reviews the proposed assessments that are calculated per the City's special assessment policy and determines a special benefit based on an independent appraisal. It is the City's practice to assess the lower of the two amounts, either by the policy calculation or the 3rd party evaluation.

Those costs are now determined and provided in the memo attached submitted by City Engineer, Jake Saulsbury. It is recommended that the City Council adopt the resolutions declaring the costs to be assessed, preparing the proposed assessments, receiving the proposed assessments, and calling a public hearing in which affected property owners will be notified of the proposed assessment and the ability to provide comment at the public hearing.

- Attachments:**
1. [Resolution 2023-208 Declaring Cost to be Assessed](#)
  2. [Resolution 2023-209 Receiving Proposed Assessment and Calling Public hearing](#)
  3. [2023 DT Project Final Cost Memo.pdf](#)

<b>FINANCIAL IMPLICATIONS:</b> Funding Sources & Uses:	<b>ADVISORY BOARD RECOMMENDATIONS:</b>	
Budget Information:	Planning Commission	
_____ Budgeted	Parks and Recreation Board	
_____ Non Budgeted	Safari Island Advisory Board	
_____ Amendment Required	Other	

CITY OF WACONIA  
RESOLUTION NO. 2023-208 (1 of 2)

RESOLUTION DECLARING COST TO BE ASSESSED AND  
ORDERING THE PREPARATION OF PROPOSED ASSESSMENT

WHEREAS, estimated final costs have been calculated for the Downtown Reconstruction Phase 1 Project. The project includes the street and utility reconstruction of Main Street W between Maple Street and approximately 100 feet east of Olive Street and on Olive Street S between Main Street and First Street and the construction price for such improvement is \$3,185,072, and the expenses incurred or to be incurred in the making of such improvement amount to \$850,414 so that the total cost of the improvement will be \$4,035,486.

NOW THEREFORE, BE IT RESOLVED THAT

1. The City Council has been advised by the City Clerk and the City Engineer of the portion of the total cost of such improvement to be paid by the City. The portion of the total cost of such improvement to be paid by the City is hereby declared to be \$3,594,162 and the portion of the cost to be assessed against benefited property owners is declared to be \$441,324.
2. Assessments shall be payable in equal annual installments extending over a period of 10 years, the first of the installments to be payable on or before the first Monday in January 2024, and shall bear interest at the rate of 3.94 percent per annum from the date of the adoption of the assessment resolution.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and she shall file a copy of such proposed assessment in her office for public inspection.
4. Upon the completion of the proposed assessment, the City Clerk shall notify the council thereof.

Adopted by the City Council of the City of Waconia this 18<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Nicole Waldron, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, City Clerk

CITY OF WACONIA  
RESOLUTION NO. 2023-209 (2 OF 2)

RESOLUTION RECEIVING PROPOSED ASSESSMENT AND  
CALLING FOR A PUBLIC HEARING ON PROPOSED ASSESSMENT

WHEREAS, by a resolution passed by the City Council on September 18<sup>th</sup>, 2023 the City Clerk and City Engineer were directed to prepare a proposed assessment of the cost of the making of public improvements to the infrastructure of the City of Waconia by the installation of streets, curb and gutter, storm sewer, watermain, sanitary sewer, and sidewalks according to the plans and specifications for such improvements; and

WHEREAS, the project locations include Main Street W between Maple Street and approximately 100 feet east of Olive Street and on Olive Street S between Main Street and First Street; and

WHEREAS, the City Clerk has notified the council that such proposed assessment has been completed and filed in her office for public inspection,

NOW THEREFORE, BE IT RESOLVED THAT

1. A hearing shall be held at 6:00 p.m. on October 16<sup>th</sup>, 2023, in the City Council Chambers of the Waconia City Hall located at 201 South Vine Street, Waconia, Minnesota to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement and all other information required by law. She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, prepay to the City of Waconia the entire assessment on such property with interest accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to the County Auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the City Council of the City of Waconia this 18<sup>th</sup> day of September, 2023.

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Nicole Waldron, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, City Clerk



## MEMORANDUM

**Date:** September 13, 2023  
**To:** Shane Fineran, City Administrator  
**Cc:** Nicole Meyer, Finance Director  
**From:** Jake Saulsbury, Bolton & Menk  
**Subject:** Downtown Reconstruction Phase 1 Project

The purpose of this memo is to provide you with a brief summary of the final project costs, and a comparison of those costs to the costs presented during the Feasibility Study (FS) phase for the above referenced project. Attached hereto, for your information and reference, is a final cost summary for the project.

The total final project cost is estimated to be \$4,035,486 which is \$557,914 (12.1%) below the preliminary estimate. The total final assessed amount is \$441,324 after the assessment benefit evaluation adjustments. The street, sanitary sewer, and watermain final assessments are as follows on a per front foot and per unit basis:

- Street Assessment = \$257.83 / FF (13.6% below FS estimate)
- Sanitary Sewer Assessment = \$6,017 / Unit (31.7% below FS estimate)
- Watermain Assessment = \$8,601 / Unit (20.8% below FS estimate)

The total final City cost is \$3,594,162 which is \$138,988 (3.7%) below the preliminary estimate. This includes the reduction of assessments due to the benefit evaluation process and does not include the assessments to the two city parcels. Two resolutions are required at the upcoming City Council Meeting in order for the City to remain compliant with the provisions of the assessment process. These resolutions are:

- Declaring the cost to be assessed and ordering the preparation of the final assessment roll.
- Receiving the proposed assessment and calling for a Public Hearing.

Also attached is a copy of the final assessment roll that contains the updated costs and the benefit evaluation information. I am available to discuss this information with you and answer any questions that you or the City Council may have at your convenience.

**DOWNTOWN RECONSTRUCTION - PHASE 1 PROJECT**  
**FINAL COST APPORTIONMENT SUMMARY**  
9/13/2023

	Preliminary Costs	Final Project Costs	+ / (-) From Prelim. Costs	% + / - From Prelim. Costs
<b>*TOTAL PROJECT COST:</b>	<b>\$4,593,400</b>	<b>\$4,035,486</b>	<b>(\$557,914)</b>	<b>-12.1%</b>
Total Street/Storm/Sidewalk Recon. Cost	\$3,103,000	\$3,166,281	\$63,281	2.0%
Standard Street Section Cost	\$978,300	\$811,382	(\$166,918)	-17.1%
Extra Depth & Width Of Pvmnt (City Cost)	\$1,664,900	\$2,049,411	\$384,511	23.1%
Sidewalk (City Cost)	\$459,800	\$305,488	(\$154,312)	-33.6%
Street/Storm Recon Cost (Assessed)	\$387,050	\$317,466	(\$69,584)	-18.0%
Assessable Cost Per Front Foot	\$298.39	\$257.83	(\$40.56)	-13.6%
Sanitary Sewer Improvements	\$507,200	\$335,492	(\$171,708)	-33.9%
Sanitary Sewer Imp (Assessment Eligible)	\$414,200	\$282,790	(\$131,410)	-31.7%
Sanitary Sewer Improvements (Assessed)	\$207,100	\$111,311	(\$95,789)	-46.3%
Sanitary Per Unit Assessment	\$8,812.04	\$6,016.81	(\$2,795)	-31.7%
Watermain Improvements	\$983,200	\$533,713	(\$449,487)	-45.7%
Watermain Imp (Assessment Eligible)	\$532,200	\$421,442	(\$110,758)	-20.8%
Watermain Improvements (Assessed)	\$266,100	\$167,717	(\$98,383)	-37.0%
Watermain Per Unit Assessment	\$10,861.80	\$8,600.86	(\$2,261)	-20.8%
<b>TOTAL ASSESSED AMOUNT (PER POLICY):</b>	<b>\$860,250</b>	<b>\$596,494</b>	<b>(\$263,756)</b>	<b>-30.7%</b>
<b>TOTAL ASSESSED AMOUNT (ADJUSTED):</b>		<b>\$441,324</b>		
<b>TOTAL CITY COST (ADJUSTED):</b>	<b>\$3,733,150</b>	<b>\$3,594,162</b>	<b>(\$138,988)</b>	<b>-3.7%</b>
<b>TOTAL PROJECT COST:</b>	<b>\$4,593,400</b>	<b>\$4,035,486</b>	<b>(\$557,914)</b>	<b>-12.1%</b>

\*Feasibility Study Total Project Cost With Stormwater Reuse = \$5,784,500.

**FINAL ASSESSMENT ROLL - MAIN STREET / OLIVE STREET  
DOWNTOWN RECONSTRUCTION, PHASE 1 PROJECT  
9/13/2023**

PROP. NO.	OWNER	PROPERTY ADDRESS	P.I.D.	OWNER ADDRESS			F/F	*STREET ASSESSMENT	WATERMAIN UNITS	WATERMAIN ASSESSMENT	SANITARY SEWER UNITS	SANITARY SEWER ASSESSMENT	TOTAL ASSESSMENT PER POLICY	TOTAL ASSMT PER BENEFIT EVALUATION	FINAL TOTAL ASSMT (LESSER OF POLICY OR EVALUATION)	**ANNUAL ASSESSMENT PAYMENT
1	KELLIE MOUNTAIN	17 N MAPLE STREET	750503540	17 N MAPLE STREET	WACONIA, MN	55387	0.00	\$0.00	1.0	\$8,600.86	0.0	\$0.00	\$8,600.86	\$1,000.00	\$1,000.00	\$122.92
2	MAPLE & MAIN LLC	246 MAIN ST W	750503530 / 750503520	5555 SYLVAN LN	EXCELSIOR, MN	55331	88.00	\$22,689.04	1.0	\$8,600.86	1.0	\$6,016.81	\$37,306.71	\$35,750.00	\$35,750.00	\$4,394.50
3	GAIL D & LUANN K SCHUETTE	222 MAIN ST W	750503510	11623 COUNTY ROAD 13 SE	WATERTOWN, MN	55388-8231	50.00	\$12,891.50	1.0	\$8,600.86	1.0	\$6,016.81	\$27,509.17	\$25,000.00	\$25,000.00	\$3,073.07
4	HUDINSKI LLC	212 MAIN ST W	750503501	3650 BIG WOODS BLVD	CHASKA, MN	55318-9235	52.00	\$13,407.16	1.0	\$8,600.86	1.0	\$6,016.81	\$28,024.83	\$14,000.00	\$14,000.00	\$1,720.92
5	HUDINSKI LLC	200 MAIN ST W	750503481	3650 BIG WOODS BLVD	CHASKA, MN	55318-9235	26.00	\$6,703.58	1.0	\$8,600.86	1.0	\$6,016.81	\$21,321.25	\$23,750.00	\$21,321.25	\$2,620.87
6	HUDINSKI LLC	N/A	750503740	3650 BIG WOODS BLVD	CHASKA, MN	55318-9235	29.00	\$7,477.07	0.0	\$0.00	0.0	\$0.00	\$7,477.07	\$4,250.00	\$4,250.00	\$522.42
7	JAMES RENTALS LLC	140 MAIN ST W	750503731	300 W LAKE ST	WACONIA, MN	55387-1016	52.00	\$13,407.16	3.0	\$25,802.58	3.0	\$18,050.43	\$57,260.17	\$25,500.00	\$25,500.00	\$3,134.54
8	JAMES RENTALS LLC	136 MAIN ST W	750503700	300 W LAKE ST	WACONIA, MN	55387-1016	22.00	\$5,672.26	1.0	\$8,600.86	1.0	\$6,016.81	\$20,289.93	\$14,250.00	\$14,250.00	\$1,751.65
9	PAMELA K HUCKY	132 MAIN ST W	750503690	132 MAIN ST W	WACONIA, MN	55387-1022	22.00	\$5,672.26	1.0	\$8,600.86	1.0	\$6,016.81	\$20,289.93	\$4,750.00	\$4,750.00	\$583.88
10	ROSS MEUFFELS	128 MAIN ST W	750503670	128 MAIN ST W	WACONIA, MN	55387-1022	22.00	\$5,672.26	1.0	\$8,600.86	1.0	\$6,016.81	\$20,289.93	\$17,250.00	\$17,250.00	\$2,120.42
11	LEIVERMANN PARTNERS LLP	124 MAIN ST W	750503660	124 MAIN ST W	WACONIA, MN	55387-1022	44.00	\$11,344.52	1.0	\$8,600.86	1.0	\$6,016.81	\$25,962.19	\$22,250.00	\$22,250.00	\$2,735.04
12	VICI L SCHEUBLE	116 MAIN ST W	750503640	715 OLD BEACH LN	WACONIA, MN	55387	22.00	\$5,672.26	0.0	\$0.00	0.0	\$0.00	\$5,672.26	\$5,500.00	\$5,500.00	\$676.08
13	VICI L SCHEUBLE	112 MAIN ST W	750503620	715 OLD BEACH LN	WACONIA, MN	55387	28.00	\$7,219.24	1.5	\$12,901.29	1.5	\$9,025.22	\$29,145.75	\$19,250.00	\$19,250.00	\$2,366.27
14	LS MANAGEMENT LLC	104 MAIN ST W	750503590	425 LAKE ST	WACONIA, MN	55387-1019	20.00	\$5,156.60	1.0	\$8,600.86	1.0	\$6,016.81	\$19,774.27	\$12,500.00	\$12,500.00	\$1,536.54
15	RYAN SUDHEIMER	100 MAIN ST W	750503610	11855 COUNTY ROAD 152	COLOGNE, MN	55322-9140	20.00	\$5,156.60	1.0	\$8,600.86	1.0	\$6,016.81	\$19,774.27	\$7,500.00	\$7,500.00	\$921.92
16	MARY ANN & RONALD C EVERSON	56 MAIN ST W	750503880	11030 NORTH SHORE RD	WACONIA, MN	55387-9659	10.83	\$2,792.30	0.0	\$0.00	0.0	\$0.00	\$2,792.30	\$1,850.00	\$1,850.00	\$227.41
17	DAVID R III & PEGGY C PHILP	48 MAIN ST W	750503860	10720 NORTH SHORE RD	WACONIA, MN	55387-9658	0.00	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	WACONIA CITY	217 MAIN ST W	750503030	201 VINE ST S	WACONIA, MN	55387-1337	132.00	\$34,033.56	0.0	\$0.00	0.0	\$0.00	\$34,033.56	\$41,000.00	\$34,033.56	\$4,183.51
19	STATEWIDE GAS INVESTMENTS LLC	201 MAIN ST W	750503040	201 MAIN ST W	WACONIA, MN	55387-1025	33.00	\$8,508.39	1.0	\$8,600.86	1.0	\$6,016.81	\$23,126.06	\$11,000.00	\$11,000.00	\$1,352.15
20	CHARLES H & JULIE STEINHAGEN	155 MAIN ST W	750502840	8075 AIRPORT RD	WACONIA, MN	55387-9631	32.00	\$8,250.56	1.0	\$8,600.86	1.0	\$6,016.81	\$22,868.23	\$17,750.00	\$17,750.00	\$2,181.88
21	WACONIA CITY	141 MAIN ST W	750502860	201 VINE ST S	WACONIA, MN	55387-1337	51.66	\$13,319.50	0.0	\$0.00	0.0	\$0.00	\$13,319.50	\$62,500.00	\$13,319.50	\$1,637.27
22	MAIN STREET EXCHANGE LLC	101 MAIN ST W	750502900	13911 RIDGEDALE DR	MINNETONKA, MN	55305-4739	143.03	\$36,877.42	1.0	\$8,600.86	1.0	\$6,016.81	\$51,495.09	\$57,250.00	\$51,495.09	\$6,329.93
23	AMBLARD ESTATES LLC	24 OLIVIE ST S	750502930	PO BOX 144	WACONIA, MN	55387	85.28	\$21,987.74	1.0	\$8,600.86	1.0	\$6,016.81	\$36,605.41	\$18,250.00	\$18,250.00	\$2,243.34
24	JNIN LLC	100 1ST ST W	750502780	5930 BOULDER BRIDGE LN	SHOREWOOD, MN	55331	78.50	\$20,239.66	0.0	\$0.00	0.0	\$0.00	\$20,239.66	\$24,000.00	\$20,239.66	\$2,487.92
25	44W FIRST STREET LLC	44 1ST ST W	750502700	8925 HIGHVIEW CT	VICTORIA, MN	55386	78.50	\$20,239.66	0.0	\$0.00	0.0	\$0.00	\$20,239.66	\$23,750.00	\$20,239.66	\$2,487.92
26	FIRST NATL BANK OF WACONIA	53 MAIN ST W	750502720	PO BOX 80615	INDIANAPOLIS, IN	46280	89.50	\$23,075.79	0.0	\$0.00	0.0	\$0.00	\$23,075.79	\$41,250.00	\$23,075.79	\$2,836.54
							<b>Totals:</b>	\$317,466.08	19.5	\$167,716.77	18.5	\$111,310.99	\$596,493.83	\$531,100.00	\$441,324.50	\$54,248.92

\*Cost per FF = \$257.83

\*\*Based on a 3.94% Interest Rate and a 10 Year Term.

\*\*\*Highlighted Items are Addresses and Footages/Units That Have Changed Since the Preliminary Assessment Roll.

TOTAL FRONT FOOTAGE: 1,991.66  
 CORNER LOT CREDIT: 418.17  
 ASSESSMENT BASIS FRONT FOOTAGE: 1,573.49  
 NON-ASSESSABLE FRONT FOOTAGE: 342.19  
 ASSESSMENT FRONT FOOTAGE: 1,231.30



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	September 18, 2023
<b>Item Name:</b>	Accept Voluntary Resignation and Approve Separation Agreement
<b>Originating Department:</b>	Administration
<b>Presented by:</b>	Shane Fineran

**Previous Council Action** (if any):

<b>Item Type (X only one):</b>	Consent	<input checked="" type="checkbox"/>	X	Regular Session	<input type="checkbox"/>	Discussion Session	<input type="checkbox"/>
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**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** *(Include motion in proper format.)*

Adopt Resolution #2023-210

**EXPLANATION OF AGENDA ITEM** *(Include a description of background, benefits, and recommendations.)*

The City is in receipt of the intent to resign from Craig Eldred, Public Services Director effective September 18th, 2023. It is recommended by the City Administrator that the City enter into a separation agreement and release of claims with the employee. In consideration of the agreement and release of claims, the City will provide a lump sum severance payment equivalent to wages through November 30th, 2023 per the terms of the agreement.

**Attachments:**

1. [Resolution 2023-210 Voluntary Resignation & Separation Agreement.docx](#)
2. [Severance Agreement](#)

<b>FINANCIAL IMPLICATIONS:</b> Funding Sources & Uses:	<b>ADVISORY BOARD RECOMMENDATIONS:</b>	
Budget Information:	Planning Commission	
_____ Budgeted	Parks and Recreation Board	
_____ Non Budgeted	Safari Island Advisory Board	
_____ Amendment Required	Other	

CITY OF WACONIA  
RESOLUTION NO. 2023-210

ACCPETING RESIGNATION AND  
APPROVING SEPARATION AGREEMENT

WHEREAS, the City Council previously held a closed session meeting on September 6, 2023, to review the performance of Public Services Director, Mr. Craig Eldred; and

WHEREAS, after review of Mr. Eldred's performance, the City Council directed the City Administrator to develop options for consideration for Mr. Eldred's separation of employment; and

WHEREAS, Mr. Eldred agreed to conditionally voluntarily resign which conditional Voluntary Resignation form is attached hereto as Exhibit A; and

WHEREAS, Mr. Eldred's voluntary resignation is conditional upon the City offering him a severance agreement in the form attached to this Resolution hereto as Exhibit B.

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 City Council hereby approves the Voluntary Resignation form executed by Mr. Eldred effective September 18, 2023, as presented as Exhibit A; and
3. The City Council hereby approves offering Mr. Eldred the attached severance agreement as presented as Exhibit B to this Resolution which provides for a severance payment in the amount of \$28,833.12 conditioned upon the following:
  - Mr. Eldred must execute the severance agreement and deliver it to the City;
  - The applicable rescission periods expire without any attempt by Mr. Eldred to rescind;
  - The City Council approves the severance agreement during the meeting and the financial terms of this severance agreement are made public at the time of the meeting;
  - The City shall not make payment until 15 days after the date of the public meeting approving the severance agreement.

Passed and adopted by the City Council of the City of Waconia this 18th day of September, 2023.

\_\_\_\_\_  
Nicole Waldron, Mayor

ATTEST: \_\_\_\_\_  
Jacqueline Schulze, City Clerk

## SEVERANCE AGREEMENT AND RELEASE

This Severance Agreement and Release (“Agreement”) is entered into this \_\_\_\_ day of September, 2023, between the City of Waconia (“Employer”) and Craig M. Eldred (“Employee”), collectively referred to as the “Parties.”

### I. RECITALS

#### **WHEREAS:**

- A. Employee voluntarily separated from employment with Employer effective September 18, 2023; and
- B. Employee acknowledges that he has been paid all monies due and owing to him prior to his execution of this Agreement, including but not limited to any Paid Time Off as it relates to his former employment with Employer; and
- C. Employee acknowledges that the consideration that he is being provided to execute this Agreement is adequate consideration and is an amount of compensation which is otherwise not due and owing to him if he were not to enter into this Agreement.

### II. AGREEMENT

For the consideration described below, the adequacy of which the Parties acknowledge, the Parties agree as follows:

- 1. **Incorporation.** The Parties hereby incorporate the recitals made above into this Agreement as if fully set forth herein.
- 2. **Period of Time to Consider Agreement.** Employee shall be given 21 days after he has received a copy of this Agreement in which to consider whether or not he wishes to execute

this Agreement, not counting the day that Employee was provided a copy of the Agreement. Employee may not execute this Agreement prior to September 19, 2023.

**3. Payments and Benefits.** As consideration for Employee executing this Agreement, subject to the conditions set forth in this Agreement, Employer agrees to provide the following consideration to Employee: payment of \$28,833.12, minus normal and customary withholdings, to be paid within five calendar (5) days of the effective date of this Agreement. The consideration described above shall be referred to throughout this Agreement as the “Severance Payment.”

**4. Conditions.** Employer need not provide to Employee the Severance Payment or comply with the other obligations imposed on it by this Agreement unless and until all of the following conditions have been satisfied:

- (a) Employee executes the Agreement and delivers it to Employer.
- (b) The applicable rescission period expires without any attempt by Employee to rescind.
- (c) The City council approves the Agreement during a public meeting and the financial terms of this Agreement are made public at the time of the meeting.
- (d) Employer shall not make payment until 15 days after the date of the public meeting approving the Agreement.

This Agreement shall not become effective until the above-referenced conditions in this provision have been satisfied.

**5. Effective Date of this Agreement.** This Agreement shall not become effective and enforceable until after the Employee signs the Agreement and the revocation periods of 7 and

15 days have expired without any attempt by the Employee to rescind and the other conditions set forth in provision 4 have been satisfied.

**6. Confidentiality.** The Parties shall forever keep the terms of this Agreement confidential and, except as required by law or specified in (a) or (b) below, shall not disclose them to anyone.

(a) It shall not be a violation of this confidentiality provision for Employee to disclose the terms of this Agreement to his attorneys, tax advisors, or spouse.

(b) It shall not be a violation of this confidentiality provision for Employer to disclose the terms of this Agreement to its attorneys, tax advisors, and those employees of Employer or related entities or companies who have a need to know in order to perform their duties.

(c) Nothing in this Agreement shall be construed to prevent disclosure of this Agreement as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Employee shall promptly provide written notice of any such order in accordance with provision 11(b) of this Agreement. In addition, no language contained in this provision in any way prohibits or is intended to restrict or impede, and shall not be interpreted or understood as restricting or impeding, the Employee from exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information as permitted by law.

(d) The Parties recognize and agree that the provisions of the confidentiality provisions of Paragraph 6 of this Agreement were a significant inducement for Employer and Employee to enter into this Agreement. The Parties expressly agree any breach, forfeiture, or payment of damages shall not affect the validity of the releases of legal claims contained herein.

7. **Non-Admission.** Nothing in this Agreement is intended to be, nor will it be deemed to be, an admission by Employer that it has violated any law or breached any contract, or that it has engaged in any wrongdoing.

8. **Employee's Release of Claims.** Specifically, in consideration of the Severance Payment and other benefits provided to Employee herein, all to which Employee would not otherwise be entitled, by signing this Agreement, Employee agrees as follows:

(a) To hereby release, not to sue, and forever discharge Employer (as defined in Paragraph 8(d) below) of and from any and all manner of claims, demands, actions, causes of action, administrative claims, liability, damages, claims for punitive or liquidated damages, claims for attorney's fees, costs and disbursements, individual or class action claims, or demands of any kind whatsoever, he has or might have against them, whether known or unknown, in law or equity, contract or tort, arising out of or in connection with his former employment with Employer, or otherwise, and however originating or existing except as otherwise provided herein. Without limiting the generality of the foregoing, Employee releases and discharges Employer (as defined in Paragraph 8(d) below) not only from any and all claims that Employee could bring on his own behalf, but also those that may or could be brought by any other person or organization on Employee's behalf, and he

agrees not to voluntarily become a member of any class and, if Employee receives notice that he is a member of a class, Employee agrees to opt out of such class. Employee agrees that, to the full extent permitted by law, he will not voluntarily participate, aid, assist, or cooperate with any claimants or plaintiffs or their attorneys or agents in any claims, proceedings, lawsuits or case commenced at any time against Employer (as defined in Paragraph 8(d) below); provided, however, that nothing in this Agreement will be construed to prevent Employee from testifying truthfully at an administrative hearing, a deposition, or in court in response to a lawful subpoena or as otherwise required by law in any litigation or proceeding involving Employer (as defined in Paragraph 8(d) below). Employee acknowledges that this is a full, final and complete release of all claims against Employer (as defined in Paragraph 8(d) below).

(b) Without limiting the generality of the foregoing, this Agreement includes any claims Employee may have for any and all of the following:

- wages, bonuses, commissions, penalties, deferred compensation, compensatory time off, vacation, sick or PTO pay;
- defamation of any kind including, but not limited to, libel, slander and self-publication defamation; invasion of privacy; negligence; emotional distress; breach of express, implied or oral contract; estoppel; fraud; intentional or negligent misrepresentation; breach of any implied covenants; wrongful prosecution; assault or battery; negligent hiring, supervision or retention; detrimental reliance, breach of the covenant of good faith and fair dealing; or any other tort or theory under common law;

- improper discharge and constructive discharge (based on contract, common law, or statute, including any federal, state or local statute or ordinance prohibiting discrimination or retaliation in employment),
- violation of any of the following:
  - the United States Constitution,
  - the Minnesota Constitution,
  - the Minnesota Government Data Practices Act,
  - the Minnesota Human Rights Act,
  - the Minnesota Whistleblower Act,
  - Loudermill* hearing rights,
  - the Public Employee Labor Relations Act,
  - any rights under Minn. Stat. § 465.722,
  - the Veteran’s Preference Act,
  - the Equal Pay Act,
  - rights pursuant to *Garrity v. State of New Jersey*, 385 U.S. 493 (1967),
  - the Open Meeting Laws,
  - Title VII of the Civil Rights Act, 42 U.S.C. § 2000e et seq.,
  - Civil Rights Act of 1866, 42 U.S.C. § 1981,
  - Civil Rights Act of 1991, 42 U.S.C. § 1981a,
  - The Fair Labor Standards Act,
  - The Age Discrimination in Employment Act, 29 U.S.C. §§ 621, et. seq.,
  - The Americans with Disabilities Act, 42 U.S.C. §§ 12101, et. seq.,

the Employment Retirement Income Security Act of 1976, 29 U.S.C. § 1001 et seq.,

the National Labor Relations Act, 29 U.S.C. § 151 et seq.,

the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq.,

the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq.,

the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq.,

the Sarbanes-Oxley Act, 15 U.S.C. § 7201 et seq.,

the Older Workers Benefit Protection Act, 29 U.S.C. § 626,

the Genetic Information Nondiscrimination Act of 2008, Pub. L. No. 110-233, 122 Stat. 881 (codified as amended in scattered sections of 29 U.S.C. and 42 U.S.C.), or

any other federal, state or local statute prohibiting discrimination in employment or granting rights to Employee arising out of his employment relationship with Employer;

- any claim for discrimination or harassment based on sex, race, color, creed, religion, age, national origin, marital status, sexual orientation, disability, genetic information, status with regard to public assistance, or any other legally-protected status,
- any claim for retaliation,
- the City's Personnel Policies,
- all claims for attorney's fees, costs, and interest.

(c) Employee agrees that the Severance Payment provided to him under this Agreement fully compensates him for and extinguishes any and all claims arising out of his former employment, to date, or otherwise in relation to Employer. Employee hereby waives any and all relief not provided for in this Agreement. Notwithstanding the foregoing, Employee is not, by signing this Agreement, releasing or waiving (i) the right to institute legal action for the purpose of enforcing this Agreement, (ii) any rights or claims that may arise after it is signed; (iii) any rights he has under workers' compensation laws; (iv) any rights he has under the Minnesota Unemployment Compensation Act; (v) any right to file an administrative charge or complaint with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by, the Equal Employment Opportunity Commission, the Minnesota Department of Human Rights, or other similar federal or state administrative agencies, although the Employee waives any right to monetary relief related to any filed charge or administrative complaint. Employer will respond truthfully, completely, and timely to any inquiries by any and all Minnesota administrative agencies or federal agencies concerning the separation of Employee's employment.

(d) Employer, as used in this Paragraph 8 and elsewhere where indicated, shall mean the City of Waconia and any affiliated, predecessor and related entities including, but not limited to, their insurers, present and former city council members, elected officials, city volunteers, city administrators, department heads, employees, representatives, attorneys, consultants and agents, and the successors and assigns of each, whether in their individual or official capacities, and anyone who acted on behalf of the Employer or on instructions from the Employer. This Agreement also applies to the

current and former trustees and administrators of any pension or other benefit plan applicable to the employees or former employees of Employer in their official and individual capacities.

**9. Non-Disparagement.** Employee agrees not to make or communicate disparaging, negative, or derogatory remarks of any sort, whether oral, written, or otherwise, about Employer to any other individual, entity, or third party, including through social media. No language contained in this provision in any way prohibits or is intended to restrict or impede and shall not be interpreted or understood as restricting or impeding, the Employee exercising protected rights to the extent that such rights cannot be waived by agreement or otherwise disclosing information as permitted by law.

**10. Notice to Consult Attorney.** By signing this Agreement, Employee acknowledges that he has been advised in writing to consult with an attorney of his choice prior to signing this Agreement and agrees that Employer has given him a reasonable and sufficient opportunity to do so. Employee acknowledges that he has had sufficient time to consider whether the terms of this Agreement are acceptable to him, whether or not he has chosen to consult with an attorney.

**11. Right of Rescission.** Employee is hereby notified of his right to rescind the release of claims contained in Paragraph 8 with regard to claims arising under the Age Discrimination in Employment Act within seven (7) calendar days of signing and the Minnesota Human Rights Act within fifteen (15) calendar days of signing. To be effective, the rescissions must:

(a) Be in writing; and

(b) Be delivered to City of Waconia electronically within the required period at

the following email address: Attn: Shane Fineran, [sfineran@waconia.org](mailto:sfineran@waconia.org)

(c) The rescissions must be sent within the required period to the City of Waconia as set forth above via email to the email address provided above.

By signing this Agreement, Employee acknowledges and agrees that if he rescinds his release of claims as provided for in this Paragraph 11, Employee will not be entitled to any of the Severance Payment set forth in Paragraph 3 of this Agreement or any of the other benefits provided in this Agreement.

**12. Representations.** Employee represents and warrants that the following statements are true and acknowledges that such representations are a material inducement for Employer to enter into this Agreement and to provide the Severance Payment hereunder:

(a) Employee owns any and all claims described in this Agreement and has not assigned, voluntarily or involuntarily, to any person or entity whatsoever any rights or claims he has or may have against Employer;

(b) Employee is legally able to receive the consideration set forth in this Agreement and there are no third parties who have or may have rights to the claims asserted by him, or rights to the consideration or other benefits that Employee is receiving from settlement of his claims;

(c) A breach of any of the representations contained in this Paragraph 12 or elsewhere in this Agreement shall give Employer the right to void this Agreement and require Employee to forfeit and return the consideration hereunder, in addition to any other rights Employer may have in law or equity.

**13. Duty to Cooperate.** During the period of Employee's employment and for a period not to exceed six (6) years thereafter, at the request of Employer, Employee will cooperate with

Employer with respect to any claims or lawsuits by or against Employer where Employee has knowledge of the facts involved in such claims or lawsuits. Such cooperation shall include, but shall not be limited to, Employee providing reasonable deposition, hearing and trial testimony and making herself available at reasonable times to prepare for such testimony with Employer's attorneys, provided that Employer shall reasonably compensate employee for all time so devoted to such endeavors; responding to questions that may be posed from time to time by Employer's attorneys regarding such claims or lawsuits; declining to voluntarily aid, assist or cooperate with any party who has claims or lawsuits by or against Employer, or with their attorneys or agents; and notifying Employer and Employer's attorneys when and if the Employee is contacted by other parties or their attorneys or agents involved in actions by or against Employer. Nothing in this subdivision shall prevent Employee from honestly testifying at an administrative hearing, arbitration, deposition or in court, in response to a lawful and properly served subpoena in a proceeding involving Employer.

**14. Return of Employer Property.** Employee represents and warrants that he does not have any property belonging to the Employer in his possession, custody, or control.

**15. No Other Representations.** Employee and Employer each acknowledge and agree that no Party, agent or attorney of a Party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce him/it to execute this Agreement. Employee and Employer agree that this Agreement shall not be interpreted against the Party originally drafting this Agreement.

**16. Voluntary and Knowing Action.** The Parties acknowledge that they understand the terms of this Agreement and that they are voluntarily entering into this Agreement. The

Parties intend to be legally bound. Employee represents that he is legally able and entitled to enter into this Agreement and to receive the Severance Payment described in Paragraph 3 above.

**17. Minnesota Law Applies.** The terms of this Agreement will be governed by the laws of the State of Minnesota and shall be construed and enforced thereunder.

**18. Binding Upon Heirs and Successors.** This Agreement shall be binding upon and shall inure to the benefit of Employee and Employer and their respective heirs, administrators, representatives, executors, successors and assigns.

**19. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**20. Headings.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

**21. Entire Agreement.** This Agreement supersedes all prior oral and written agreements, representations, and promises between the Parties. This Agreement constitutes the entire agreement between the Parties with respect to Employee's employment with Employer and the separation of that employment.

**22. Severability.** If any material provision of this Agreement is found to be illegal or unenforceable by any Court in Law or Equity, such provision shall not invalidate or make inapplicable other provisions of this Agreement.

**EMPLOYER:**  
City of Waconia

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EMPLOYEE:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Craig M. Eldred

**VOLUNTARY RESIGNATION**

I, Craig Eldred, voluntarily resign my position of employment with the City of Waconia as the Public Services Director effective September 18, 2023, conditional upon the City of Waconia offering to me a severance agreement in the form attached to this Voluntary Resignation.

Dated: September 14, 2023

  
\_\_\_\_\_  
Craig Eldred



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	September 18, 2023
<b>Item Name:</b>	2024 Budget & Preliminary Levy
<b>Originating Department:</b>	Finance
<b>Presented by:</b>	Nicole Meyer

**Previous Council Action** (if any):

<b>Item Type (X only one):</b>	Consent		Regular Session	X	Discussion Session	
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**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** *(Include motion in proper format.)*

Adopt Resolution No. 2023-211, Adopting the 2024 Preliminary Levy

**EXPLANATION OF AGENDA ITEM** *(Include a description of background, benefits, and recommendations.)*

Staff has prepared the preliminary 2024 budgets for all departments in the General Fund. The City is required to set a preliminary levy by September 30<sup>th</sup> each year. The preliminary levy may not be increased. To date, the City Council has worked through the General Fund in work sessions throughout August and September. Additional work sessions are scheduled to review the City’s capital project, special revenue, and enterprise fund budgets. Budgets that are still being reviewed in work sessions this fall include the PIR Capital Project, Capital Equipment, Safari Island, Ice Arena, Water, Sewer, Storm Water, and Street Light utility budgets. Final General Fund budget reviews will be scheduled for a work sessions in October and November with the City Council. At that time, the City Council will need to establish the final budget and levy for 2024. The City’s final budget and levy is scheduled for approval at the City Council meeting on Monday, December 18, 2023.

Staff reviewed with the City Council at a work session the property market value and tax capacity information determined by Carver County. From last year, the overall taxable market value has increased approximately \$143,381,000 or 6.31% and subsequent tax capacity increased approximately \$1,683,103, or 7.53%. Carver County has reported that the average home in Waconia is seeing an increase in market value of about 2%.

For the preliminary levy, staff is recommending an 20.8% increase from 2023 to the general property tax levy for operations of the City. The City plans to add one additional staff member, will hold three elections in 2024, have additional contracted staffing expenses related to public safety, add an economic development levy, and continue to make interfund transfers to capital project funds for future improvements. The current plan brings the City’s General Fund fund balance to 40.0%; this within the parameters of the City’s financial policy and guidelines for General Fund fund balance. Over the course of the next several months, staff will be working to finalize contracts and budgeted line items to see if this increase can be adjusted down before the final levy is approved.

The special debt levy increased 1.8% from the 2023 levy. This is due to the City issuing bonds related to street, sidewalk, and utility improvements that are budgeted 2023 infrastructure projects.

The overall net levy to taxpayers is preliminarily increasing from 2023 levels by 16.17 %. With this preliminary levy amount, the City’s tax rate increases from 41.301% to 44.620%. With this tax rate, the average valued home in Waconia will see a 2% increase in their home’s market value and 9.97% (or estimated \$172.39) in the City portion of their annual tax bill.

A resolution is attached for consideration of the 2024 preliminary levy.

**Attachments:**

1. [Resolution 2023-211 Preliminary Levy.doc](#)

***FINANCIAL IMPLICATIONS:***

Funding Sources & Uses:  
General Fund (101)

***ADVISORY BOARD RECOMMENDATIONS:***

Budget Information:

\_\_\_\_\_ Budgeted  
\_\_\_\_\_ Non Budgeted  
\_\_\_\_\_ Amendment Required

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other

**CITY OF WACONIA**

**RESOLUTION NO. 2023-211**

**RESOLUTION APPROVING A PRELIMINARY TAX LEVY  
COLLECTIBLE IN 2024**

**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 2024 upon the taxable property in said City of Waconia for the following purposes:

**GENERAL LEVY:**

General Fund	\$7,808,162
(Not including Local Government Aid (LGA) as determined by the Minnesota Department of Revenue)	
General Fund - Economic Development	\$35,000

**SPECIAL LEVIES:**

2015C Improvement-Public Works (Refunded 2007C)	\$401,675
2019A Improvement-City Hall (Refunded 2010A)	\$230,750
2014A Improvement-1 <sup>st</sup> St W/Main St/Maple St	\$46,000
2015A Improvement-1 <sup>st</sup> St W/2 <sup>nd</sup> St W/Vine St/Maple St & Highway 5	\$468,128
2016A Improvement-5 <sup>th</sup> St W/Maple St/Cherry St	\$236,938
2016 Lease –Construction of Baseball Grandstand	\$95,980
2017A Improvement-County Road 110/Community Dr/94 <sup>th</sup> St	\$595,428
2018A Improvement-2 <sup>nd</sup> St W/Cedar St	\$96,241
2019A Improvement-Waconia Parkway/Walnut St/Equipment Cert	\$33,023
2020A Improvement-Main St/Walnut St/3 <sup>rd</sup> St	\$169,733
2021A Improvement-Waconia Parkway South/East Frontage Road	\$308,175
2022A Improvement-3 <sup>rd</sup> /Maple St/Fire Station Construction	\$805,435
2023A Improvement-Main/Olive Street-Core Downtown Phase 1	\$313,888

**TOTAL 2024 PRELIMINARY LEVY**                      \$11,644,556

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 18<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Nicole Waldron, Mayor

ATTEST: \_\_\_\_\_  
Jacqueline Schulze, City Clerk