



CITY COUNCIL MEETING AGENDA

October 06, 2025 at 6:30 PM

7701 County Road 110 West Minnetrista, MN 55364

1) CALL TO ORDER

- a) Pledge of Allegiance
- b) Introductions: City Council: Mayor Lisa Whalen, Cathleen Reffkin, Claudia Lacy, Peter Vickery, Brian Govern Staff: City Administrator Jasper Kruggel, Finance Director Brian Grimm, Community Development Director David Abel, Director of Public Safety Craig Squires, Assistant City Administrator Paula Bauman, Director of Public Works Gary Peters and City Clerk Ann Meyerhoff Consultants: City Attorney Sarah Sonsalla, Kennedy & Graven and City Engineer Alyson Fauske, WSB Engineering
- c) Approval of Agenda

2) SPECIAL PRESENTATIONS

- a) Three Rivers Park Commissioner - Marge Beard

3) PERSONS TO BE HEARD

The City Council invites residents to share new ideas or concerns related to city business not already on the agenda; however, individual question and remarks are limited to three (3) minutes per speaker. No City Council action will be taken, although the Council may refer issues to staff for follow up or for consideration at a future meeting. The Mayor may use discretion if speakers are repeating views already expressed or ask for a spokesperson for groups of individuals with similar views. Speakers should state their name and home address at the podium before speaking.

4) CONSENT AGENDA

- a) Approve Work Session Meeting Minutes from September 15, 2025
- b) Approve City Council Regular Meeting Minutes from September 15, 2025
- c) Res. No. 80-25 Approve Claims
- d) Res. No. 81-25 Adopt Certification for Unpaid Utility Fees to 2026 Taxes
- e) Res. No. 82-25 Support the Acquisition of 6801 County Road No. 15 by Three Rivers Park District
- f) Res. No. 83-25 Approve front yard and lakeshore setback variances at 3275 County Road 44
- g) Res. No. 84-25 Approving the Minnesota Wetland Conservation Act (WCA) Wetland Replacement Plan Application for Westonka High School Improvements
- h) Accept Grant Agreement for Funding of a Ballistic Shield and Transport Bag

5) PUBLIC HEARINGS

6) BUSINESS ITEMS

- a) Consider Approval of the Authorization of a Sixteenth Police Officer
- b) Consider Workout on Duty Policy
- c) Res. No. 85-25, 86-25 Award of Water Treatment Plant Bid to Magney Construction
- d) Res. No. 87-25 Call for Public Hearing on Street Reconstruction Bonds
- e) Res. No. 88-25 Install Four-Way Stop at Lotus Drive and Sunset Lane/Wolfberry Curve

7) ADMINISTRATIVE ITEMS

- a)** Staff Reports
- b)** Council Reports
 - i)** Mayor Lisa Whalen – Economic Development Authority; Planning Commission (rotating); Parks Commission (rotating); Public Safety Advisory Committee; Northwest Hennepin League of Municipalities; Regional Council of Mayors; Minnehaha Creek Watershed District; Mound Fire Advisory Committee (alternate); Fire Partnership Committee
 - ii)** Cathleen Reffkin – Acting Mayor; Economic Development Authority; Personnel Committee, Planning Commission (rotating); Parks Commission (rotating); St Bonifacius Fire Advisory Committee; Mound Fire Advisory Committee; Fire Partnership Committee
 - iii)** Claudia Lacy - Economic Development Authority; Planning Commission (rotating); Parks Commission (rotating), Gillespie Center Advisory Council, Westonka Community Commerce Committee
 - iv)** Peter Vickery – Economic Development Authority; Personnel Committee, Planning Commission (rotating); Parks Commission (rotating); Pioneer-Sarah Creek Watershed Management Commission
 - v)** Brian Govern – Economic Development Authority; Planning Commission (rotating); Parks Commission (rotating); Pioneer-Sarah Creek Watershed Management Commission, Westonka Community & Commerce

8) ADJOURNMENT

The agenda packet with all background material will be available on the City's website for viewing by the public. Published agenda is subject to change without notice. Information and materials relating to the above items are available for review at city hall by appointment.



CITY COUNCIL WORK SESSION MINUTES

September 15, 2025 at 5:00 PM

7701 County Road 110 West Minnetrista, MN 55364

1) CALL TO ORDER

Mayor Whalen called the meeting to order at 5:00 p.m.

Council present: Mayor Whalen, Council Members Reffkin, Vickery, Lacy, Govern. Staff present: City Administrator Jasper Kruggel, Finance Director Brian Grimm, Community Development Director David Abel Director Of Public Safety Craig Squires, Director of Public Services Gary Peters, Assistant City Administrator Paula Bauman, City Clerk Ann Meyerhoff, City Engineer Alyson Fauske, City Attorney Sarah Sonsala.

2) DISCUSSION ITEMS

a) Building Inspection Cooperation Agreement

City Administrator Kruggel provided an overview of a proposed update to a reciprocal agreement with the City of Victoria for building inspection services, originally established in 2015. The purpose of this agreement is to allow flexibility in staffing by enabling building inspectors from either city to support the other as needed, based on availability and demand. With fewer building permits expected locally—due to limited development remaining in Woodland Cove—the city is exploring options to supplement building department revenue. Victoria currently has more construction activity in the queue, including apartments and new homes, which may result in an immediate need for additional inspection support. The agreement would cover actual costs, including salary and benefits, and would be structured to ensure both cities remain financially whole despite differences in fee schedules. Although no plan review exchanges are currently anticipated, the agreement includes provisions for that possibility should staffing needs arise in the future. Staff emphasized the importance of updating the agreement annually to reflect any wage or cost changes. Council members expressed general support for the concept and appreciated the proactive approach, especially in comparison to hiring outside services. Staff will continue to work with the City of Victoria and legal counsel, aiming to present a revised agreement to the council later in the year, likely in November.

b) Hardscrabble Settlement Agreement Update

The City is grappling with how to enforce a legal settlement agreement made with a resident concerned about construction-related parking on Hardscrabble Point. While the settlement requires temporary no-parking signage in areas of congestion and mandates that construction projects provide on-site parking plans or apply for hardship permits, enforcement has proven difficult. The police cannot issue tickets based solely on the settlement, as it is not an ordinance, and there's ambiguity around what constitutes "construction" parking versus routine maintenance. The City has placed signs in certain areas, but construction vehicles are simply relocating to unmarked spots, and enforcing violations without clear legal authority has become challenging and costly.

To address the issue, the City is planning to draft a new ordinance that would allow enforcement of construction-related parking rules and send a public notice to all Hardscrabble residents explaining the situation and inviting input at a public meeting. The goal is to ensure compliance with the settlement while involving residents in deciding whether to implement no-parking zones or permit-only construction parking. This approach aims to balance legal obligations, enforcement capabilities, and neighborhood concerns.

Despite differing expectations, city council reiterated they are meeting the settlement terms to the best of their ability and are working to balance compliance with fairness and practicality.

c) St Bonifacius Fire Pension Increase Request

The discussion focused on a request from the St. Bonifacius Fire Department to increase their firefighter pension benefit from \$6,350 to \$7,100 per year of service. This increase is based on strong market performance, which has resulted in their pension fund being 112% funded. The council generally supported the request, noting that the increase wouldn't require additional funding contributions but would increase the eventual lump-sum payouts to retired firefighters. They also acknowledged that having a cushion above 100% is prudent in case of future market downturns. While this pension adjustment is separate from ongoing discussions about a potential joint venture between Mound and St. Bonifacius, the council noted that pension structures—particularly Mound's monthly payout model—are a key topic for future meetings. The council agreed to have Administrator Kruggel notify St. Bonifacius of their support and will formalize the decision at the next meeting in October.

d) Drainage Issue Update

City Engineer Fauske provided updates on several miscellaneous drainage issues previously prioritized by the council. The first and most urgent item is near 905 Bayside Lane, where a storm sewer was found to be located outside of its easement and does not reach the property line. To resolve the issue, staff propose installing a new inlet structure and extending the pipe, with estimated construction costs around \$15,000 and total project costs potentially reaching \$20,000 when including legal and engineering fees. Council gave approval for staff to proceed with gathering quotes, noting that final authorization would be needed due to the cost threshold.

The second item involved erosion control on Minneapolis Avenue, particularly in the fire lane area. The city previously received a grant from the watershed district (MCWD) for upstream erosion work but is now looking to install additional ditch checks to control downstream erosion. Staff clarified there was confusion over whether riprap was being proposed all the way to the lake, but the current plan is to install a single check dam. Council agreed staff should continue working on this, confirm MCWD's support, and bring back updated cost estimates after securing quotes.

The third drainage issue involves infiltration and inflow (I&I) in the storm sewer system near County Roads 151 and 110. Staff have requested funding from Hennepin County and expect a response in December. The estimated cost for that project is \$82,000. Council also discussed the possibility of applying for funding through the Met Council,

though it's typically tied to penalty rebates. For now, council agreed to pause action on this item until more information on funding becomes available later in the year.

e) Tobacco Moratorium Ordinance Update

Administrator Kruggel informed council that a deficiency in our Tobacco Licensing city code language has been identified and recommending passing an ordinance establishing a moratorium on tobacco licensing in Minnetrista for up to one year to allow for enough time to update city code.

Council was in agreement to move forward with the draft ordinance establishing this moratorium.

3) ADJOURNMENT

Motion by Councilmember Lacy, seconded by Councilmember Govern to adjourn the Work Session at 6:05 p.m.

Motion passed 5-0.

Respectfully submitted,
Ann Meyerhoff, City Clerk



CITY COUNCIL MEETING MINUTES

September 15, 2025 at 6:30 PM

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- a) Pledge of Allegiance
- b) Introductions: City Council: Mayor Lisa Whalen, Cathleen Reffkin, Claudia Lacy, Peter Vickery, Brian Govern Staff: City Administrator Jasper Kruggel, Finance Director Brian Grimm, Community Development Director David Abel, Director of Public Safety Craig Squires, Assistant City Administrator Paula Bauman, Director of Public Works Gary Peters and City Clerk Ann Meyerhoff Consultants: City Attorney Sarah Sonsalla, Kennedy & Graven and City Engineer Alyson Fauske, WSB Engineering
- c) Approval of Agenda
Motion made by Councilmember Reffkin, Seconded by Councilmember Vickery to approve the agenda as presented.
Voting Yea: Mayor Whalen, Councilmember Reffkin, Councilmember Vickery, Councilmember Lacy, Councilmember Govern

2) SPECIAL PRESENTATIONS

3) PERSONS TO BE HEARD

4) CONSENT AGENDA

- a) Approve Work Session Meeting Minutes from 08-18-2025
- b) Approve City Council Regular Meeting Minutes from 08-18-2025
- c) Res. No. 77-25 Approve Claims
- d) Res. No. 78-25 Approve On-Sale Intoxicating Liquor License Application for Everly Farms
- e) Approve SCADA Task Order #3 with AE2S for Upgrading the City's Supervisory Control and Data Acquisition Reporting System
- f) Approve Agreement with Westonka School District #277 for Lease of Election Equipment for 2025 School Board Elections
- g) Approve a Second Home Agreement at 2585 Highland Road
- h) Res. No. 79-25 Accept Improvements and Authorize Final Payment for Well #3 Rehabilitation Improvements (City Project No. 06-24)

Motion made by Councilmember Vickery, Seconded by Councilmember Reffkin to approve the consent agenda as presented.

Voting Yea: Mayor Whalen, Councilmember Reffkin, Councilmember Vickery, Councilmember Lacy, Councilmember Govern

5) PUBLIC HEARINGS

a) 2026 Street Project Public Hearing

- i. Res. No. 80-25 Order Improvements and Authorize Preparation of Plans and Specs
- ii. Authorize Adding Westedge Road to the Project
- iii. Authorize Additional WSB Fee

Emily Bown, WSB, presented an overview of the proposed 2026 Street Improvement Project for the City of Minnetrista. The project aims to address deteriorating pavement conditions across several city streets, with initial assessments based on surface conditions and further evaluations through pavement coring. Streets identified for improvements include Game Farm Road (North and East), Willow Court, Maple Lane, Saunders Lake Drive (North and South), Cedar Court, Basswood Drive, Lux Lane, Walnut Drive, Cherrywood Court, Pinnacle Way, Lakeside Drive, and Lakeside Circle. Most roads will receive mill and overlay treatment, involving the removal and replacement of the top two inches of asphalt. However, full pavement reconstruction is planned for areas with more severe deterioration, such as sections of Game Farm Road, Basswood Drive, and North Saunders Lake Drive.

The proposed design maintains existing street grades and widths, with gravel shoulders added where needed. Spot curb and gutter repairs will be conducted, and ADA-compliant pedestrian ramps will be installed along Saunders Lake Drive North and West Edge Boulevard. West Edge Boulevard is also slated for improvements, with a portion requiring full-depth reconstruction. As part of intergovernmental collaboration, the City of Mound will contribute an estimated \$112,000 toward improvements within their city limits. Additionally, a bid alternate for trail mill and overlay improvements along Saunders Lake Drive North and West Edge Boulevard was proposed.

Utility work includes sanitary manhole evaluations for inflow and infiltration barriers, culvert replacements, and inlet cleaning on Game Farm Road. The addition of culvert work, estimated at \$70,000, will require wetland permitting and may be funded using state aid, as the work lies within a state aid route. Total project costs are estimated at approximately \$3.37 million, with funding sources including state aid, city responsibility, and special assessments. Under the city's policy and Minnesota Statute 429, benefiting property owners may be assessed approximately 50% of street and storm improvement costs, with preliminary residential assessments for full-depth areas capped at \$10,000 per unit. Hardship deferrals may be available for qualifying residents.

The tentative project schedule includes finalizing plans and specifications by early 2026, bidding in January, assessment hearings and contract award in February, and construction occurring from June through September. While the construction window is broad due to the project's size, individual streets are expected to experience much shorter construction durations. Council discussion confirmed funding allocations, assessment calculations, and next steps for moving the project forward.

Mayor Whalen opened the public hearing at 6:47 p.m.

Robert Moulton, 5985 Game Farm Road, came forward and asked for an explanation on assessments for seniors.

Brian Grimm clarified that hardship deferrals are not automatically granted based solely on age or status. To qualify, residents must meet specific income and asset-based thresholds outlined in the city's policy, which aligns with state guidelines. It was noted that, historically, very few, if any applicants have met the criteria for deferral in Minnetrista. Additionally, while deferrals may postpone payment, interest continues to accrue over the duration of the deferral, which may be a financial drawback for property owners.

David Tillman, 6010 Game Farm Rd, questioned if the school is assessed.

Mayor Whalen responded that they don't pay taxes, but nonprofits or government entities do pay assessments.

Tillman also asked about the process of paying the assessments.

It was clarified that assessment payments offer flexibility only in the first year. Property owners may choose to pay the full assessment amount or make a partial payment during that initial year. After the first year, any remaining balance is certified to the county and included in annual property tax statements. From that point on, only full payoff of the remaining balance is allowed; partial payments are no longer accepted. This ensures consistency with standard county tax collection processes.

Mayor Whalen closed the public hearing 7:01 p.m.

Motion made by Councilmember Reffkin, Seconded by Councilmember Govern to adopt Resolution 80-25, Order Improvements and Authorize Preparation of Plans and Specs.

Voting Yea: Mayor Whalen, Councilmember Reffkin, Councilmember Vickery, Councilmember Lacy, Councilmember Govern

Motion made by Councilmember Vickery, Seconded by Councilmember Govern to Authorize Adding Westedge Road to the project.

Voting Yea: Mayor Whalen, Councilmember Reffkin, Councilmember Vickery, Councilmember Lacy, Councilmember Govern

Motion made by Councilmember Reffkin, Seconded by Councilmember Govern Authorize Additional WSB Fee.

Voting Yea: Mayor Whalen, Councilmember Reffkin, Councilmember Vickery, Councilmember Lacy, Councilmember Govern

6) BUSINESS ITEMS

a) Approve Ordinance 502 - Tobacco Licensing Moratorium

The Council considered the adoption of an ordinance establishing a 12-month moratorium on the issuance of new tobacco licenses. This temporary pause will provide city staff adequate time to review and update the City of Minnetrista's tobacco-related ordinances. The moratorium, if approved, will be effective immediately and remain in place for up to 12 months, during which a revised ordinance will be developed and brought forward for Council consideration. This topic was previously reviewed during a work session.

Motion made by Councilmember Lacy, Seconded by Councilmember Vickery to approve Ordinance No. 502 Establishing a Licensing and Planning Moratorium on the establishment or Expansion of Tobacco Shops.

Voting Yea: Mayor Whalen, Councilmember Reffkin, Councilmember Vickery, Councilmember Lacy, Councilmember Govern

b) Approve Amendment to AE2S Task Order No. 11 - Water Treatment Plant Design and Bidding

Aaron Volmer, AE2S, presented an update on the proposed amendment to the design contract for the new water treatment plant, including modifications made to the site and architectural plans based on community feedback. Originally, the design included a driveway extension to the northeast, utilizing an existing easement through the Three Rivers Park District to minimize truck traffic through the neighborhood. However, after plans were shared and residents voiced concerns about preserving the natural wooded area behind their homes, staff and AE2S met with the community and developers to consider alternative access options.

In response, the design was revised to connect the driveway to Wolfberry Curve within the neighborhood, routing truck traffic through the front of the community rather than behind it. Although staff initially sought to minimize neighborhood impact, residents expressed a clear preference for this new alignment, especially as some affected lots are still unsold. Additional efforts were made to shield the water treatment facility from view, including the creation of a berm—nicknamed “Mount Minnetrista”—using on-site excavation material. Trees will be planted atop the berm to further obscure the facility from neighboring homes over time.

The revised plan also results in a more compact site layout, with a single stormwater pond (instead of two), reduced asphalt paving, and lower long-term maintenance for the city. The pickleball courts on-site will remain untouched, with grading adjusted to work around them. The modifications are expected to produce modest cost savings and improve community satisfaction with the final design. Staff noted that although the design changes were initiated ahead of formal approval of the contract amendment, doing so helped avoid project delays. A brief discussion followed regarding the potential to include a basketball court in the future.

Council reviewed a proposed contract amendment of \$149,688 related to the water treatment plant project. Discussion focused on consultant billing practices and scope changes. Councilmember Reffkin raised concerns over why approximately \$80,000 of the proposed amendment included time logged prior to June 16—the point at which the site redesign was finalized. The consultant explained that while some of the work was completed and billed earlier, it included out-of-scope items like extensive easement coordination that were not previously billed due to the original contract cap. These hours are now being submitted as part of the amendment to bring billing up to date. The consultant acknowledged the timing should have been communicated sooner but explained the intent was to avoid frequent contract changes and keep the project moving. The revised site plan, prompted by resident input, includes a shorter access road, fewer stormwater ponds, and on-site excavation handling—yielding an estimated \$100,000 in site work savings, netting about \$50,000 after accounting for added retaining wall costs. Council discussed improved resident engagement late in the

process, noting that 10 homes were represented at recent meetings and that the updated design has received strong support from neighbors. Architectural changes and removal of the clear well were issued as bid alternates, and final costs will be known upon receipt of contractor bids. Council emphasized the importance of earlier communication on budget impacts moving forward.

Motion made by Councilmember Lacy, Seconded by Councilmember Govern to Approve Amendment to AE2S Task Order No. 11 – Water Treatment Plant Design and Bidding.

Voting Yea: Mayor Whalen, Councilmember Reffkin, Councilmember Vickery, Councilmember Lacy, Councilmember Govern

7) ADMINISTRATIVE ITEMS

a) Staff Reports

Administrator Kruggel presented at the WCC meeting

b) Council Reports

i) Mayor Lisa Whalen

- Will be meeting with Public Safety Advisory Committee

ii) Cathleen Reffkin

- Attended Mound Fire Commission Meeting

iii) Claudia Lacy

iv) Peter Vickery

v) Brian Govern

8) ADJOURNMENT

Motion made by Councilmember Reffkin, Seconded by Councilmember Vickery to adjourn the meeting at 7:36 p.m.

Voting Yea: Mayor Whalen, Councilmember Reffkin, Councilmember Vickery, Councilmember Lacy, Councilmember Govern

Respectfully Submitted,

Ann Meyerhoff, City Clerk

RESOLUTION NO. 80-25

**RESOLUTION APPROVING JUST AND CORRECT
CLAIMS AGAINST CITY FUNDS**

WHEREAS, the City Council of the City of Minnetrista, pursuant to MS 412.241, shall have the full authority over the financial affairs of the City; and

WHEREAS, the City Council reviewed the Claims for payment, with checks numbered 73407 through 73471; electronic checks E1003423 through E1003447; Claims batch includes an electronic transfer for payroll in the amount of \$216,359.30.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that the attached list of claims in the amount of \$582,354.96 is hereby approved.

ADOPTED this 6th day of October 2025 by a vote of ____ Ayes
____ Nays.

Lisa Whalen, Mayor

ATTEST:

City Clerk

CITY OF MINNETRISTA

***Check Detail Register©**

Batch: Tasc090925,Police PC 09102025,Tasc090425,AE2S100625,PR09112025,Frontier091825,Tasc091625,Tasc092225,9.15.25
BRIDGE,092625HP,Tasc092525,Tasc092425,PR09252025,Tasc093025,100625AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1010 1ST BK OF THE LAKES					
73407	09/26/25	3SI Security Systems, Inc.			
E 101-42110-433		DUES & SUBSCRIPT & TR	\$600.00	#SO945524	Tracking Service
		Total	\$600.00		
73408	09/26/25	ALLENS SERVICE INC			
E 101-42110-437		MISCELLANEOUS EXPE	\$261.55	25-48867	Tow
E 101-42110-437		MISCELLANEOUS EXPE	\$268.60	25-52041	Tow
		Total	\$530.15		
73409	09/26/25	ASPEN MILLS			
E 101-42110-418		RECRUITING	\$1,880.25	360394	Uniform
E 101-42110-417		UNIFORMS	\$18.85	360704	Embroidery for Uniform
E 101-42110-417		UNIFORMS	\$16.00	361032	Patches for Uniform
E 101-42110-417		UNIFORMS	\$60.66	361049	Vest
		Total	\$1,975.76		
73410	09/26/25	CANON FINANCIAL SERVICES INC			
E 101-42110-202		COPY & PRINTING SUPP	\$104.50	41782411	Copier-PD
		Total	\$104.50		
73411	09/26/25	CEMSTONE PRODUCTS CO.			
E 101-43121-224		STREET MAINTENANCE	\$2,047.50	7885042	Concrete for Sidewalk Replacment in Hunters Crest
		Total	\$2,047.50		
73412	09/26/25	CITY OF MINNEAPOLIS			
E 101-42110-437		MISCELLANEOUS EXPE	\$222.00	1590049c	Tow Impound
E 101-42110-437		MISCELLANEOUS EXPE	\$222.00	1597270c	Tow Impound
		Total	\$444.00		
73413	09/26/25	CMI INC			
E 101-42110-404		VEHICLE & EQUIP MAIN	\$231.52	8076078	Dry Gas for PBT Calibrations
		Total	\$231.52		
73414	09/26/25	ENGEL WATER TESTING			
E 601-49440-227		UTILITY SYSTEM MAINT	\$840.00	25-29923	Water Samples
		Total	\$840.00		
73415	09/26/25	AT & T MOBILITY			
E 401-42110-560		EQUIP AND FURNISHIN	\$305.84	28733308499	Cell Phones
E 101-42110-321		TELEPHONE	\$429.21	28733308499	MDC
		Total	\$735.05		
73416	09/26/25	Fury Motors			
E 101-42110-221		EQUIPMENT PARTS, TIR	\$1,732.29	790655/1	Unit 70-Alignment, Steering and Suspension, The works
E 101-42110-404		VEHICLE & EQUIP MAIN	\$1,509.90	790655/1	Unit 70-Alignment, Steering and Suspension, The works
		Total	\$3,242.19		
73417	09/26/25	Gopher State One Call			
E 601-49440-227		UTILITY SYSTEM MAINT	\$295.65	5080609	Sewer & Water Locates

CITY OF MINNETRISTA

***Check Detail Register©**

Batch: Tasc090925,Police PC 09102025,Tasc090425,AE2S100625,PR09112025,Frontier091825,Tasc091625,Tasc092225,9.15.25
BRIDGE,092625HP,Tasc092525,Tasc092425,PR09252025,Tasc093025,100625AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 602-49490-227		UTILITY SYSTEM MAINT	\$295.65	5080609	Sewer & Water Locates
		Total	\$591.30		
73418	09/26/25	GREAT AMERICA FINANCIAL SVCS			
E 101-41320-322		POSTAGE	\$175.85	40076743	Postage Machine
		Total	\$175.85		
73419	09/26/25	GRIGGS, CHAD			
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$49.68		Lunch -Training
		Total	\$49.68		
73420	09/26/25	HAWKINS INC			
E 601-49440-227		UTILITY SYSTEM MAINT	\$4,734.96	7193826	WTP Chemicals
		Total	\$4,734.96		
73421	09/26/25	HENNEPIN CO. CHIEFS OF POLICE			
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$60.00	09042025-Mtr Meal Cost	
		Total	\$60.00		
73422	09/26/25	Int'l Union of Oper. Engineers			
G 101-2360		PAYROLL CLEARING UN	\$315.00	Sept 2025	* Union dues
		Total	\$315.00		
73423	09/26/25	LANGUAGE LINE SERVICES			
E 101-42110-307		PROFESSIONAL SERVIC	\$81.48	11700182	Interpretation Services
		Total	\$81.48		
73424	09/26/25	LANO EQUIPMENT, INC.			
E 101-43121-221		EQUIPMENT PARTS, TIR	\$158.25	01-1181285	Parts to repair the flail mower
E 101-43121-224		STREET MAINTENANCE	\$600.00	01-1183659	Stump Grinder Rental for Ash Tree Stumps
		Total	\$758.25		
73425	09/26/25	LE-AST SERVICE COUNSELING			
E 101-42110-307		PROFESSIONAL SERVIC	\$480.00	1822	Check Up from the Neck Up
		Total	\$480.00		
73426	09/26/25	LEGEND COMPANIES			
E 101-42110-401		BLDG/STRUCT MAINTEN	\$855.00	129500	Qtrly Planned Maintenance
		Total	\$855.00		
73427	09/26/25	LEONARD, TIMOTHY			
R 406-600-36101		SPECIAL ASSESSMENT	\$1,317.83		Overpayment on a Special Assessment
		Total	\$1,317.83		
73428	09/26/25	MEDICA			
E 101-41320-131		HEALTH & LIFE INS - E C	\$4,243.77	62596031002	Insurance Premium
E 101-41910-131		HEALTH & LIFE INS - E C	\$2,275.00	62596031002	Insurance Premium
E 101-43121-131		HEALTH & LIFE INS - E C	\$3,767.50	62596031002	Insurance Premium
E 101-42110-131		HEALTH & LIFE INS - E C	\$16,489.89	62596031002	Insurance Premium
E 101-43125-131		HEALTH & LIFE INS - E C	\$890.50	62596031002	Insurance Premium
E 101-45202-131		HEALTH & LIFE INS - E C	\$479.50	62596031002	Insurance Premium
E 601-49440-131		HEALTH & LIFE INS - E C	\$2,121.72	62596031002	Insurance Premium

CITY OF MINNETRISTA

10/02/25 11:29 AM

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***Check Detail Register©**

Batch: Tasc090925,Police PC 09102025,Tasc090425,AE2S100625,PR09112025,Frontier091825,Tasc091625,Tasc092225,9.15.25
BRIDGE,092625HP,Tasc092525,Tasc092425,PR09252025,Tasc093025,100625AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 602-49490-131		HEALTH & LIFE INS - E C	\$1,826.72	62596031002	Insurance Premium
E 651-49590-131		HEALTH & LIFE INS - E C	\$637.50	62596031002	Insurance Premium
E 101-42401-131		HEALTH & LIFE INS - E C	\$2,275.00	62596031002	Insurance Premium
G 101-2340		PAYROLL CLEARING HE	\$2,600.00	62596031002	Insurance Premium
		Total	\$37,607.10		
73429	09/26/25	MIDCO			
E 673-49600-307		PROFESSIONAL SERVIC	\$805.39	372859502	Internet
		Total	\$805.39		
73430	09/26/25	MN CHILD SUPPORT PAYMENT CENTE			
G 101-2390		PAYROLL CLEARING GA	\$453.62		* Child Support
		Total	\$453.62		
73431	09/26/25	OFFICE DEPOT			
E 101-41320-201		OFFICE SUPPLIES	\$14.99	43571120500	Sign
E 101-41910-201		OFFICE SUPPLIES	\$22.98	43572121000	Paper
E 101-42110-201		OFFICE SUPPLIES	\$186.90	43964103600	Forks, Spoons, Tissues, Paper
E 101-42110-201		OFFICE SUPPLIES	\$10.44	43964323400	Napkins
		Total	\$235.31		
73432	09/26/25	OFFICE OF MNIT SERVICES			
E 101-42110-410		COMPUTER SERVICES/	\$100.00	DV25080453	WAN Services
		Total	\$100.00		
73433	09/26/25	SUN LIFE FINANCIAL			
G 101-2340		PAYROLL CLEARING HE	\$816.75	Oct 2025	STD
G 101-2340		PAYROLL CLEARING HE	\$1,066.91	Oct 2025	LTD
		Total	\$1,883.66		
73434	09/26/25	The Standard			
G 101-2380		PAYROLL CLEARING LIF	\$1,605.25	Oct 2025	* Life Insurance
		Total	\$1,605.25		
73435	09/26/25	WRIGHT HENNEPIN ELECTRIC			
E 101-43160-381		ELECTRIC UTILITIES	\$1.65	150-1699-167	Street Light
		Total	\$1.65		
73436	10/06/25	BIG STONE MINI GOLF			
E 101-49020-437		MISCELLANEOUS EXPE	\$240.00		Quarterly Staff Meeting
		Total	\$240.00		
73437	10/06/25	BOLL, ANGELA			
E 101-41320-433		DUES & SUBSRIPT & TR	\$50.40		Bridgewater Bank Runs (6)
		Total	\$50.40		
73438	10/06/25	BORING BROTHERS			
R 601-400-37110		WATER SALES	\$1,031.27		Refund Hydrant Meter Deposit
		Total	\$1,031.27		
73439	10/06/25	CEMSTONE PRODUCTS CO.			
E 602-49490-227		UTILITY SYSTEM MAINT	\$1,429.50	7898171	Concrete Slab at LS 13

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BRIDGE,092625HP,Tasc092525,Tasc092425,PR09252025,Tasc093025,100625AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$1,429.50		
73440	10/06/25	Center Point Energy			
E 601-49440-383		NATURAL GAS	\$30.98	10654144-4	Gas Utility
E 601-49440-383		NATURAL GAS	\$71.47	10658039-2	Gas Utility
E 601-49440-383		NATURAL GAS	\$41.18	10658041-8	Gas Utility
E 601-49440-383		NATURAL GAS	\$19.59	11144790-0	Gas Utility
E 601-49440-383		NATURAL GAS	\$18.45	11431330-7	Gas Utility
E 601-49440-383		NATURAL GAS	\$19.59	11553312-7	Gas Utility
E 601-49440-383		NATURAL GAS	\$19.59	11833736-9	Gas Utility
E 101-41940-383		NATURAL GAS	\$98.73	5651357-5	Gas Utility - Gov't Bldg
E 601-49440-383		NATURAL GAS	\$19.11	5659223-1	Gas - Well #5
E 601-49440-383		NATURAL GAS	\$264.86	6401076054-	Gas Utility
E 101-43121-383		NATURAL GAS	\$33.35	6744979-3	Gas Utility - PW
E 101-42110-383		NATURAL GAS	\$68.36	8486433-9	Gas Utility - PD
E 101-43121-383		NATURAL GAS	\$28.00	8486442-0	Gas Utility - PW
Total			\$733.26		
73441	10/06/25	CINTAS			
E 101-43121-417		UNIFORMS	\$152.65	4244037159	Uniforms
E 101-43121-417		UNIFORMS	\$144.50	4244132654	Uniforms
Total			\$297.15		
73442	10/06/25	CLASSIC CLEANING COMPANY			
E 101-42110-211		CLEANING & MAINT SUP	\$1,178.00		Monthly Cleaning Sept 2025-PD (Towels, Bags and Paper Towels)
E 101-41940-211		CLEANING & MAINT SUP	\$400.00	38296	Monthly Cleaning Sept 2025-City Hall
E 101-43121-211		CLEANING & MAINT SUP	\$375.00	38296	Monthly Cleaning Sept 2025-PW
Total			\$1,953.00		
73443	10/06/25	CORE AND MAIN			
E 601-49440-227		UTILITY SYSTEM MAINT	\$176.70	INV0021732	Chlorine Testing Chem Keys
Total			\$176.70		
73444	10/06/25	ECM Publishers, Inc.			
E 101-41320-351		LEGAL NOTICE & ORD P	\$296.70	1066445	Ord 502
Total			\$296.70		
73445	10/06/25	EROSION PRODUCTS, LLC			
E 101-43121-224		STREET MAINTENANCE	\$127.50	INV-2025189	Shady Seed Mix for Projects
Total			\$127.50		
73446	10/06/25	FASTENAL COMPANY			
E 602-49490-227		UTILITY SYSTEM MAINT	\$187.56	MNWAC8152	Locks for Lift Station Gates
Total			\$187.56		
73447	10/06/25	Grimm, Brian			
E 101-41320-433		DUES & SUBSRIPT & TR	\$215.60		Mileage Reimbursement to Conference and Meeting
E 101-41320-433		DUES & SUBSRIPT & TR	\$136.23		Lodging for Conference-Grimm
Total			\$351.83		

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BRIDGE,092625HP,Tasc092525,Tasc092425,PR09252025,Tasc093025,100625AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
73448	10/06/25	Hennepin County Treasurer			
E 101-42110-441		CORRECTION FEES/CH	\$228.12	1000253471	Booking Fee
		Total	\$228.12		
73449	10/06/25	KENNEDY & GRAVEN, CHARTERED			
E 101-41610-304		LEGAL FEES - ATTORNE	\$3,000.00	189625	General
E 101-41610-304		LEGAL FEES - ATTORNE	\$147.00	MN415-0026	Personnel Matters
E 101-41610-304		LEGAL FEES - ATTORNE	\$150.00	MN415-0038	Sunnyfield Rd Code Enforcement Matter
G 801-1170		LAND USE RECEIVABLE	\$1,519.00	MN415-0039	* Halstead Estates
G 801-1170		LAND USE RECEIVABLE	\$531.00	MN415-0039	* Second Home Agreement -2585 Highland Road
		Total	\$5,347.00		
73450	10/06/25	KWIK TRIP			
E 101-42110-404		VEHICLE & EQUIP MAIN	\$45.00		Car Wash Cards
E 101-42110-433		DUES & SUBSRIPT & TR	\$20.00		Meeting Expenses
E 101-42110-437		MISCELLANEOUS EXPE	\$24.95		Propane
		Total	\$89.95		
73451	10/06/25	LAKE MINNETONKA CONSERVATION			
E 651-49590-307		PROFESSIONAL SERVIC	\$5,585.75	2025Q4Trist	LMCD Levy Payment
		Total	\$5,585.75		
73452	10/06/25	LANDS END BUSINESS OUTFITTERS			
E 101-42110-417		UNIFORMS	\$216.53	SIN13376058	Uniforms-Langenfeld and Brazil
		Total	\$216.53		
73453	10/06/25	LOFFLER			
E 401-43126-560		EQUIP AND FURNISHIN	\$47.00	5139554	.Gov Project
E 101-41320-410		COMPUTER SERVICES/	\$1,338.50	CW250523	Service
		Total	\$1,385.50		
73454	10/06/25	MENARDS BUFFALO			
E 602-49490-227		UTILITY SYSTEM MAINT	\$923.97	37048	Fence Materials for LS2 and LS13
E 101-43121-224		STREET MAINTENANCE	\$1,035.58	37048	Rebar for Concrete Projects
E 601-49440-227		UTILITY SYSTEM MAINT	\$170.29	37048	Parts for KPT Concrete Floor Pour
		Total	\$2,129.84		
73455	10/06/25	MET COUNCIL			
G 602-2395		SAC CLEARING	\$13,443.85	August 2025	* Monthly SAC
		Total	\$13,443.85		
73456	10/06/25	MEYERHOFF, ANN			
E 101-41320-433		DUES & SUBSRIPT & TR	\$72.80		Mileage Reimbursement for Clerks Academy
		Total	\$72.80		
73457	10/06/25	MID COUNTY			
E 601-49440-212		MOTOR FUELS AND LUB	\$335.91	83229	Dyed Diesel Fuel
E 602-49490-212		MOTOR FUELS AND LUB	\$335.91	83229	Dyed Diesel Fuel
E 101-43121-212		MOTOR FUELS AND LUB	\$839.78	83229	Dyed Diesel Fuel
E 101-43125-212		MOTOR FUELS AND LUB	\$167.95	83229	Dyed Diesel Fuel

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BRIDGE,092625HP,Tasc092525,Tasc092425,PR09252025,Tasc093025,100625AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$1,679.55		
73458	10/06/25	MOUND TRUE VALUE HARDWARE			
E 601-49440-322		POSTAGE	\$28.93	199316	Shipping Water Samples to MDH
Total			\$28.93		
73459	10/06/25	OVERLINE & SON, INC			
E 602-49490-227		UTILITY SYSTEM MAINT	\$1,620.00	1437	Clean out of Large Mineral Deposit found during televising
E 101-43121-224		STREET MAINTENANCE	\$2,458.13	1441	Emergency Televising of Storm Drains due to Reclaimite Spill
Total			\$4,078.13		
73460	10/06/25	PLUNKETTS			
E 601-49440-227		UTILITY SYSTEM MAINT	\$135.20	10146136	Pest Control
Total			\$135.20		
73461	10/06/25	Postmaster			
E 602-49490-322		POSTAGE	\$481.10		Utilities Postage
E 671-43230-322		POSTAGE	\$160.37		Utilities Postage
E 601-49440-322		POSTAGE	\$801.83		Utilities Postage
E 651-49590-322		POSTAGE	\$160.35		Utilities Postage
Total			\$1,603.65		
73462	10/06/25	RANDYS LANDSCAPE PLUS			
E 101-43121-224		STREET MAINTENANCE	\$522.00	10026	Pulverized Black Dirt for Projects
Total			\$522.00		
73463	10/06/25	STORMS, RANDY			
E 101-43121-417		UNIFORMS	\$364.93		Boots
Total			\$364.93		
73464	10/06/25	Toll Gas & Welding Supply			
E 101-43121-215		SHOP MATERIALS	\$25.92	0040219161	Cylinders
Total			\$25.92		
73465	10/06/25	TRUE NORTH CONTROLS			
E 602-49490-227		UTILITY SYSTEM MAINT	\$1,806.00	3117	New Communications Radio for LS 5
Total			\$1,806.00		
73466	10/06/25	UNITED TACTICAL SYSTEMS LLC			
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$650.00	0100789-IN	Training Fee
Total			\$650.00		
73467	10/06/25	US BANK EQUIPMENT FINANCE			
E 101-41320-307		PROFESSIONAL SERVIC	\$41.86	564825099	Copier-City Hall
E 101-41910-307		PROFESSIONAL SERVIC	\$41.86	564825099	Copier-City Hall
E 101-43121-307		PROFESSIONAL SERVIC	\$41.86	564825099	Copier-City Hall
E 601-49440-307		PROFESSIONAL SERVIC	\$41.87	564825099	Copier-City Hall
E 602-49490-307		PROFESSIONAL SERVIC	\$41.87	564825099	Copier-City Hall
Total			\$209.32		

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BRIDGE,092625HP,Tasc092525,Tasc092425,PR09252025,Tasc093025,100625AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
73468	10/06/25	WILSON, JEFFERY			
R 601-400-37120		UNDISTRIBUTED UTILITI	\$337.10		Overpayment of Utility-4680 Palmer Court
		Total	\$337.10		
73469	10/06/25	Wm Mueller & Sons Inc.			
E 101-43121-224		STREET MAINTENANCE	\$857.65	316970	Asphalt for Patching
E 101-43121-224		STREET MAINTENANCE	\$105.56	317317	Apshalt for Patching
E 101-43121-224		STREET MAINTENANCE	\$91.80	317453	Apshalt for Patching
		Total	\$1,055.01		
73470	10/06/25	WSB & ASSOCIATES			
E 433-43122-303		ENGINEERING SERV	\$2,815.33	R-020668-00	2023 Street and Utility Reconstruction Project
E 601-43241-303		ENGINEERING SERV	\$2,649.72	R-020668-00	2023 Street and Utility Reconstruction Project
E 602-49490-303		ENGINEERING SERV	\$55.20	R-020668-00	2023 Street and Utility Reconstruction Project
E 406-43121-303		ENGINEERING SERV	\$3,660.25	R-026511-00	2025 Street Improvement Project
E 601-49440-303		ENGINEERING SERV	\$500.00	R-026558-00	General Engineering Svcs
E 602-49490-303		ENGINEERING SERV	\$500.00	R-026558-00	General Engineering Svcs
E 651-49590-303		ENGINEERING SERV	\$500.00	R-026558-00	General Engineering Svcs
E 101-42600-303		ENGINEERING SERV	\$1,250.00	R-026558-00	General Engineering Svcs
E 601-49440-303		ENGINEERING SERV	\$218.00	R-026559-00	Water Treatment Plant
E 602-49490-303		ENGINEERING SERV	\$251.00	R-026559-00	Permitting Review
E 101-43121-307		PROFESSIONAL SERVIC	\$289.25	R-026559-00	Hunters Trail Exhibit
E 406-43121-303		ENGINEERING SERV	\$57.50	R-026559-00	Sidewalk Exhibit
E 651-49590-303		ENGINEERING SERV	\$3,390.75	R-026559-00	Bayside and Mpls Ave Drainage
G 801-1170		LAND USE RECEIVABLE	\$5,511.00	R-026766-00	2025 WCA Services
E 406-43121-303		ENGINEERING SERV	\$5,372.00	R-028526-00	2025 Pavement Maintenance Project
E 406-43121-303		ENGINEERING SERV	\$15,935.25	R-029049-00	2026 Street Improvement Project
E 601-49440-303		ENGINEERING SERV	\$5,393.50	R-031517-00	Minnetrista WTP
		Total	\$48,348.75		
73471	10/06/25	XCEL ENERGY			
E 101-43160-381		ELECTRIC UTILITIES	\$2,757.55	51-6565411-9	Electricity-Street Lights
E 101-42110-381		ELECTRIC UTILITIES	\$4,410.94	51-9597547-2	Electricity-Police
		Total	\$7,168.49		
1003423 e	09/09/25	TASC			
G 101-2346		PR CLEARING DAYCARE	\$356.56		* Dependent Care
		Total	\$356.56		
1003424 e	09/11/25	TASC			
G 101-2345		PR CLEARING HEALTH F	\$126.48		* Healthcare FSA
		Total	\$126.48		
1003425 e	09/15/25	Internal Revenue Service			
G 101-2300		PAYROLL CLEARING FE	\$17,601.68		* PR - Fed w/h
G 101-2320		PAYROLL CLEARING FI	\$16,671.76		* PR - SS/Medicare w/h
		Total	\$34,273.44		
1003426 e	09/15/25	MINNESOTA DEPT. OF REV.			
G 101-2310		PAYROLL CLEARING ST	\$7,921.51		* State w/h

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BRIDGE,092625HP,Tasc092525,Tasc092425,PR09252025,Tasc093025,100625AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$7,921.51		
1003427 e	09/15/25	Public Employees Retirement			
G 101-2330		PAYROLL CLEARING PE	\$34,371.62		* Pera w/h
Total			\$34,371.62		
1003428 e	09/15/25	HCSP			
G 101-2370		PAYROLL CLEARING DE	\$275.00		*HCSP- MSRS Retirement
Total			\$275.00		
1003429 e	09/15/25	ICMA			
G 101-2370		PAYROLL CLEARING DE	\$290.00		* Roth IRA Contributions
Total			\$290.00		
1003430 e	09/15/25	EDWARD JONES			
G 101-2370		PAYROLL CLEARING DE	\$3,057.12		* Deferred Comp w/h
Total			\$3,057.12		
1003431 e	09/15/25	Optum			
G 101-2347		HSA CLEARING ACCT	\$6,147.16		HSA Employer and Employee Cont
Total			\$6,147.16		
1003432 e	09/17/25	TASC			
G 101-2346		PR CLEARING DAYCARE	\$312.49		* Dependent Care
Total			\$312.49		
1003433 e	09/19/25	FRONTIER OH			
E 601-49440-381		ELECTRIC UTILITIES	\$5,045.97	217-188-0265	Internet and Ethernet Ports for WTP and Tower (3 months)
Total			\$5,045.97		
1003434 e	09/19/25	Petty Cash			
E 101-42110-417		UNIFORMS	\$36.08		Uniform - Hintz
E 101-42110-322		POSTAGE	\$58.53		Postage
E 401-42110-540		MOTOR VEHICLES & MA	\$29.00		Registration for #89
Total			\$123.61		
1003435 e	09/22/25	TASC			
G 101-2346		PR CLEARING DAYCARE	\$26.19		* Healthcare FSA
Total			\$26.19		
1003436 e	09/23/25	BRIDGEWATER BANK			
E 101-41320-437		MISCELLANEOUS EXPE	\$151.25	09/15/2025	REMOTE DEPOSIT & POSITIVE PAY MONTHLY FEE
Total			\$151.25		
1003437 e	09/25/25	TASC			
G 101-2345		PR CLEARING HEALTH F	\$69.91		* Healthcare FSA
Total			\$69.91		
1003438 e	09/26/25	TASC			
G 101-2345		PR CLEARING HEALTH F	\$80.99		Healthcare FSA

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BRIDGE,092625HP,Tasc092525,Tasc092425,PR09252025,Tasc093025,100625AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$80.99		
1003439 e	09/29/25	Internal Revenue Service			
G 101-2300		PAYROLL CLEARING FE	\$16,767.59		* PR - Fed w/h
G 101-2320		PAYROLL CLEARING FI	\$16,268.18		* PR - SS/Medicare w/h
Total			\$33,035.77		
1003440 e	09/29/25	MINNESOTA DEPT. OF REV.			
G 101-2310		PAYROLL CLEARING ST	\$7,650.92		* State w/h
Total			\$7,650.92		
1003441 e	09/29/25	Public Employees Retirement			
G 101-2330		PAYROLL CLEARING PE	\$33,068.75		* Pera w/h
Total			\$33,068.75		
1003442 e	09/29/25	ICMA			
G 101-2370		PAYROLL CLEARING DE	\$290.00		* Roth IRA Contributions
Total			\$290.00		
1003443 e	09/29/25	EDWARD JONES			
G 101-2370		PAYROLL CLEARING DE	\$3,032.83		* Deferred Comp w/h
Total			\$3,032.83		
1003444 e	09/29/25	Optum			
G 101-2347		HSA CLEARING ACCT	\$6,147.16		HSA Employer and Employee Cont
Total			\$6,147.16		
1003445 e	09/29/25	HCSP			
G 101-2370		PAYROLL CLEARING DE	\$275.00		* HCSP
Total			\$275.00		
1003446 e	09/30/25	TASC			
G 101-2346		PR CLEARING DAYCARE	\$312.49		* Dependent Care
Total			\$312.49		
1003447 e	10/01/25	AE2S			
E 601-49440-303		ENGINEERING SERV	\$5,513.50	105306	AE2s August Invoicing for Wells 8 and 9
E 601-49440-303		ENGINEERING SERV	\$182.50	105307	AE2s August Invoicing for Well 3 Rehab Project
E 601-49440-303		ENGINEERING SERV	\$36.50	105308	AE2s August Invoicing Well 7 Rehab
E 601-49440-303		ENGINEERING SERV	\$3,456.75	105360	AE2s August Invoicing Westonka Watermain Project
E 601-49440-303		ENGINEERING SERV	\$3,530.00	105385	AE2S August Invoicing for General Services
E 601-49440-303		ENGINEERING SERV	\$9,403.75	105387	AE2s August Invoicing for WTP Design
E 602-49490-303		ENGINEERING SERV	\$295.50	105461	AE2s August Invoicing for SCADA Services
E 602-49490-303		ENGINEERING SERV	\$885.75	105517	AE2S August Invoicing for LS Panel Replacement
Total			\$23,304.25		
1010			\$365,995.66		

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BRIDGE,092625HP,Tasc092525,Tasc092425,PR09252025,Tasc093025,100625AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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Fund Summary**1010 1ST BK OF THE LAKES**

101 GENERAL FUND	\$245,788.53
401 CAPITAL IMPROVEMENT PROGRAM	\$381.84
406 ROAD MAINTENANCE FUND	\$26,342.83
433 2023 STREET PROJECTS	\$2,815.33
601 WATER FUND	\$47,486.44
602 SEWER FUND	\$24,379.58
651 STORM WATER MGMT FUND	\$10,274.35
671 RECYCLING FUND	\$160.37
673 CABLE	\$805.39
801 LANDUSE AGENCY	\$7,561.00
	\$365,995.66



CITY OF MINNETRISTA

REQUEST FOR CITY COUNCIL ACTION/DISCUSSION

Subject: Approve Resolution - Res No. 81-25 for Proposed Listings of Delinquent Utility for Certification to County

Prepared By: Brian Grimm, Finance Director

Meeting Date: October 6, 2025

Property owners were notified by letter of the delinquent amounts due to the City for utilities. The unpaid utility notification letters were sent at the end of August. The letters stated that the amount due by 4:30 PM on September 29, 2025. This gives time for City staff to prepare resolutions for Council and coordinate the certification to the County for collection with the annual property taxes.

Attached is the proposed resolution for delinquent utilities for your review.

MAIN POINTS:

1. Some of the fees have been paid since the original notices were mailed. Those accounts have been removed from the certification list and the remaining accounts are indicated on the list attached to each resolution.
2. It is proposed that the unpaid amounts that have not been paid or granted payment arrangements be certified to the County Assessors Office for collection with the payable 2026 taxes.

Recommended City Council Action: Adopt the resolution for proposed certification of the delinquent utility amounts at an interest rate of 5% per annum plus \$30 administrative fee per parcel as per the fee schedule.

Does Recommended Action meet City Mission Statement? Yes ☐ No

Does Recommended Action meet City Goals/Priorities? Yes ☐ No

Explain: Annual process to certify unpaid delinquent fees for collection with the 2026 property taxes.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

RESOLUTION NO. 81-25

**RESOLUTION ADOPTING CERTIFICATION
FOR UNPAID UTILITY FEES**

WHEREAS, pursuant to proper notice duly given as required by law, the council approved certification for delinquent Utility fees due to the City of Minnetrista.

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

1. Such proposed certification, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the certification of unpaid water, sewer, storm water and recycling bills against the lands named therein.
2. Such certification shall be payable to the County auditor along with their property taxes. The certification shall bear interest at a rate of 5 per cent annum from the first full month from the date of adoption of this certification resolution (November 1, 2025), and a \$30 administrative fee. To the certified amount shall be added interest on the entire certification from first full month from the date of this certification resolution (November 1, 2025) until December 31, 2026.
3. The owner of any property so certified may, at any time prior to the certification to the county auditor, pay the whole amount due on such property to the City or make prior payment arrangements with Finance Director. Such payment must be made on or before November 15, 2025 or interest will be charged starting November 1, 2025 through December 31, 2026.
4. The clerk shall forthwith transmit a certified duplicate of this certification to the county auditor to be extended on the property tax lists of the county. Such certification shall be collected and paid over in the same manner as other municipal taxes.

ADOPTED by the council this 6th day of October 2025 by vote of ____ Ayes ____ Nays.

Mayor

ATTEST:

City Clerk

CITY OF MINNETRISTA
Certification Summary
Utility Billing

Property Address	Certification Amount	PID Number
5559 MORNINGVIEW TERRACE	\$ 327.26	1211724320044
1425 WESTWOOD DRIVE	\$ 2,189.39	1211724330028
1445 WESTWOOD DRIVE	\$ 2,401.78	1211724330014
5535 WESTWOOD AVE	\$ 282.04	1211724330023
1200 LANGEWOOD DRIVE	\$ 286.74	1111724410004
5535 CO RD 151	\$ 101.80	1211724220007
955 MAPLE CREST DRIVE	\$ 339.61	1211724210007
1070 CREST RIDGE COURT	\$ 394.74	1211724140029
4902 RED OAK LANE	\$ 1,684.67	1211724110025
6710 HALSTEAD AVE	\$ 1,532.67	2211724430003
6750 HALSTEAD AVE	\$ 126.50	2211724430042
7041 HALSTEAD DRIVE	\$ 1,532.29	2711724210031
3620 LAKESIDE DRIVE	\$ 899.93	2711724220016
4275 STONEBRIDGE CIRCLE	\$ 2,675.40	3511724130043
3260 EAGLE BLUFF ROAD	\$ 437.75	2611724220012
5250 EDSALL ROAD	\$ 105.38	2511724240017
5292 EDSALL ROAD	\$ 394.72	2511724240029
5320 EDSALL ROAD	\$ 1,532.29	2511724240038
5340 EDSALL ROAD	\$ 189.75	2511724240037
3565 TUXEDO ROAD	\$ 1,412.08	2511724130032
1050 MARIA COURT	\$ 1,525.54	1111724140036
6545 SOUTH SAUNDERS LAKE DR	\$ 2,763.32	2211724410036
6615 SOUTH SAUNDERS LAKE DR	\$ 734.09	2211724410063
6640 WALNUT DRIVE	\$ 720.54	2211724410022
2616 NORTH SAUNDERS LAKE DR	\$ 3,051.09	2211724140015
1528 SUNNYBROOK DRIVE	\$ 4,301.78	1111724440010
5760 SUNNYBROOK LANE	\$ 3,011.50	1111724440020
5648 DUTCH LAKE COURT	\$ 3,438.05	1411724110024
8284 PONDVIEW DRIVE	\$ 2,537.66	2911724430021
3800 TURTLE ROAD	\$ 2,917.53	2911724440041
3946 TURTLE ROAD	\$ 660.49	2911724440012
9502 GANDER LANE	\$ 20.57	3111724220044
9526 GANDER LANE	\$ 439.24	3111724220046
9496 GLACIER ROAD	\$ 2,025.53	3111724230042
9628 GLACIER ROAD	\$ 637.91	3111724230053
3874 GLACIER COURT	\$ 326.15	3111724240034
3949 GAMES DRIVE	\$ 2,859.61	3111724240041
4513 COVEY LANE	\$ 2,620.53	3111724310036
9049 WOODLAND DRIVE	\$ 259.61	3111724420036

Property Address	Certification Amount	PID Number
9542 COTTONTAIL DRIVE	\$ 312.37	3111724230068
9612 COTTONTAIL DRIVE	\$ 1,408.00	3111724320008
3765 CRANE ISLAND COURT	\$ 2,113.95	2711724340025
4131 WOODLAND COVE PARKWAY	\$ 207.78	3411724210014
6809 MINNEHAHA COURT	\$ 448.97	3411724210027
6814 MINNEHAHA COURT	\$ 4,126.19	3411724210032
4296 COTTAGEWOOD COURT	\$ 1,340.08	3411724240084
6875 CROSBY COURT	\$ 288.66	3411724240051
6929 CROSBY COURT	\$ 986.47	3411724240052
6971 CROSBY COURT	\$ 2,444.77	3411724240040
4317 COTTAGEWOOD COURT	\$ 824.92	3411724240100
4378 TRISTA BEND	\$ 2,356.74	3411724240109
6799 LILY LANE	\$ 2,448.52	2711724310023
3776 WOODLAND COVE PARKWAY	\$ 1,951.18	2711724340045
6928 HUCKLEBERRY DRIVE	\$ 55.49	3411724340081
4720 FOXGLOVE DRIVE	\$ 318.76	3411724340019
4614 CARNATION COURT	\$ 335.69	3411724410013
5948 HERMITAGE TRAIL	\$ 1,087.78	3511724120057
8305 OX YOKE CIRCLE	\$ 421.30	0511724130014
9201 CO RD 26	\$ 421.36	0611724340001
9385 CO RD 26	\$ 115.81	0611724320001
9550 CO RD 26	\$ 421.20	0611724220001
8201 CO RD 26	\$ 174.02	0511724410003
4630 CO RD 92 N	\$ 51.75	3211724330001
1370 RAINBOW RD	\$ 58.43	0811724310002
7300 CO RD 26	\$ 420.60	0411724410006
7880 CO RD 26	\$ 174.02	0411724310005
7651 KINGSWOOD RD	\$ 108.62	0911724340003
7925 CO RD 15	\$ 51.75	1611724220003
1020 GAME FARM RD N	\$ 421.37	1011724220002
6820 CO RD 26	\$ 388.60	0311724240001
6180 PAINTER RD	\$ 150.55	0211724310001
6255 WEST BRANCH RD	\$ 92.81	1111724220005
500 NORTH BRANCH RD	\$ 335.72	0311724420002
6840 D'CHENE LANE	\$ 51.75	0311724310002
90 CO RD 110 N	\$ 381.01	0211724120003
310 CO RD 110 N	\$ 352.58	0211724130018
285 CO RD 19	\$ 108.62	0111724140002
4945 NORTH ARM DR	\$ 421.37	0111724410007
5005 NORTH ARM DR	\$ 421.23	0111724410013
5405 NORTH ARM DR	\$ 421.37	0111724310012
635 CLARENCE AV	\$ 399.74	0111724330009
650 TRAILS END ROAD	\$ 421.37	0111724410017

Property Address	Certification Amount	PID Number
5475 NORTH ARM DR	\$ 178.75	0111724320002
6085 SUNNYFIELD RD E	\$ 370.51	1111724310004
1015 SUNNYFIELD RD N	\$ 174.02	1011724120007
1195 SUNNYFIELD RD N	\$ 51.75	1011724130007
1205 SUNNYFIELD RD N	\$ 51.75	1011724420005
1150 GAME FARM CIRCLE	\$ 108.62	1011724240008
5970 GAME FARM RD E	\$ 421.37	1111724430001
6520 GAME FARM RD E	\$ 294.00	1011724440007
6690 GAME FARM RD E	\$ 421.37	1011724430012
2255 WESTEDGE BLVD	\$ 321.25	1511724440006
6605 WOODEDGE RD	\$ 174.02	2211724110005
6700 WOODEDGE RD	\$ 103.87	1511724440005
7990 STATE HWY NO 7	\$ 51.75	3311724230002
7450 VALLEY CREEK DRIVE	\$ 51.75	3311724230004
TOTAL	\$ 86,315.58	

CITY OF MINNETRISTA



REQUEST FOR CITY COUNCIL ACTION

Subject: Resolution No. 82-25 of Support for the Acquisition of 1.58 Acres at 6801 County Road No. 15 Adjacent to Gale Woods Farm Special Recreation Feature

Prepared By: David Abel, Community Development Director

Meeting Date: October 6, 2025

Background: In 1999-2000, Three Rivers Park District (the “District”) received 410 acres of land as a gift from Alfred P. and Leona Gale for the purposes of establishing, operating, and maintaining a public facility while preserving the farm character for visitors. A master plan and program statement were established in 2000 and the park officially opened to the public in 2003.

PID# 15-117-24-43-0001 (the “Property”) is available to the District on a willing seller basis. The Property is roughly 1.58 acres adjacent to Gale Woods Special Recreation Feature. The District views the acquisition of the Property as beneficial because it protects existing parkland.

Discussion: The Planning Commission reviewed this request at their September 22, 2025 meeting. The Commission recommended that the City Council adopt the resolution of support.

Recommended Action: Motion to adopt Resolution No. 82-25 Supporting the acquisition of 1.58 acres, identified by PID # 15-117-24-43-0001 adjacent to Gale Wood Farm Special Recreation Feature

- Attachments:**
- 1. Location Map
 - 2. Resolution of Support

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

6801 County Road No. 15

Section 4, Item e)



-  City Boundary
-  Address Labels
-  Parcels



1 in = 220 Ft



September 30, 2025

Map Powered By

28



RESOLUTION NO. 82-25
CITY OF MINNETRISTA
HENNEPIN COUNTY, MINNESOTA

A RESOLUTION OF SUPPORT
FOR THE ACQUISITION OF 1.58 ACRES, IDENTIFIED BY PID 1511724430001,
ADJACENT TO GALE WOODS FARM SPECIAL RECREATION FEATURE

WHEREAS, the City of Minnetrista (City) recognizes Gale Woods Farm Special Recreation Feature (Gale Woods), located within the City, as an important component of the regional parks system that serves residents of the City and the region; and

WHEREAS, 6801 County Road No. 15/PID 1511724430001 (Property) was offered for sale to Three Rivers Park District (Park District); and

WHEREAS, The Property owner has signed a purchase agreement to sell to the Park District on a willing-seller basis and intends to close in 2025; and

WHEREAS, Park District is required to obtain municipal consent via resolution when acquiring property; and

WHEREAS, Park District is required to submit a minor park boundary amendment to Metropolitan Council for review and approval to include the Property as part of Gale Woods; and

WHEREAS, City has reviewed the acquisition of the Property by the Park District and finds that it is in conformance with the Gale Woods long-range park vision.

NOW, THEREFORE, BE IT RESOLVED, that the City approves the direct purchase of the property rights of the aforementioned property by the Park District for expansion of the Gale Woods Farm Special Recreation Feature.

The foregoing resolution was adopted by the city council of the city of Minnetrista on the ____ day of October, 2025 by a vote of _____ ayes and _____ nays.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk

CITY OF MINNETRISTA



CITY COUNCIL CONSENT AGENDA ITEM

Subject: Application from Christopher Hagen for a front yard setback variance and a lakeshore setback variance at 3275 County Road 44.

Prepared By: Nickolas Olson, Senior City Planner
Through: David Abel, Community Development Director

Meeting Date: October 6, 2025

Overview: Christopher Hagen (the “Applicant”) has made a request for a front yard setback variance to reduce the required setback from 35 feet to 16.5 feet and a lakeshore setback variance to reduce the required setback from 75 feet to 30.7 feet for the construction of a new single-family home at 3275 County Road 44; R-1 – Low-Density Single-Family Residence Zoning District; PID# 26-117-24-22-0006 (the “Property”).

Background: The Applicant contacted the City regarding their desire to construct a new single-family home on their Property in generally the same location as the existing home and detached garage. However, the existing structures are non-conforming with respect to the lakeshore and front yard (streetside) setback requirements. Given the unique configuration of the Property, developing it with a reasonable home in a conforming matter is difficult. As such, the Applicant assumed a variance would be required and have appropriately applied for said variance and the application materials have been attached for the City Council to review. The City Council should consider the standard variance criteria when reviewing the request and making a motion.

Variance Request: City Code Section 505.05 Subd. 9 allows the City to issue variances from the provisions of the zoning code. A variance is a modification or variation of the provisions of the zoning code as applied to a specific piece of. A variance is only permitted when:

- a. **The variance is in harmony with the general purposes and intent of this ordinance.**
Section 505.03 Subd. 1 outlines the specific purpose and intent of the City’s zoning ordinance. One of those purpose and intent is to protect the general health and safety of the inhabitants of the City. This is accomplished through the promotion of proper use of land and structures with reasonable standards to which buildings, structures, and land will conform to for the benefit of all.

The proposed new single-family home is a proper use of R-1 Low-Density Single-Family Residence zoned property. The proposed new home location is generally

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the same as the existing home that will be removed, which maintains similar setbacks from the roadway and lakeshore. Given that the existing home has been there for decades, these standards seem reasonable given the unique characteristics of the Property.

b. The variance is consistent with the comprehensive plan.

The basic intent of the comprehensive planning process is to provide a well-founded and coordinated decision-making framework to guide both public and private development and community improvements. In this regard, the comprehensive plan represents the development framework to guide and direct future land development decisions within the City. The Land Use Plan is a narrative and graphic representation of the community’s land use and growth management goals and policies that provides the background and rationale for land use designations as represented on the Proposed Land Use Map.

The Property is guided for long term Residential Low land use in the 2040 Minnetrista Comprehensive Plan. The requested variance would allow for a new single-family home, which is a use consistent with the long-term plan for the Property. In addition to simply complying with the Proposed Land Use Map, the proposed new home is in generally the same location as the existing structures, which minimizes the impact on the lakeshore and adjacent roadways.

A variance may be granted when the applicant establishes there are practical difficulties in complying with this ordinance. Practical difficulties, as used in connection with granting a variance, means:

1. The property owner proposes to use the property in a reasonable manner not permitted by this ordinance.

This factor means that the landowner would like to use the property in a particular reasonable way, but cannot do so under the rules of the ordinance. It does not mean that the land cannot be put to any reasonable use whatsoever without the variance.

The Applicant is proposing to build a new single-family home on the Property which already contains an older single-family home. The old home will be demolished, and the new home will be located in generally the same area as the old home. With the location, the proposal maintains similar setbacks to the existing home. The proposal represents a reasonable use of the Property.

2. The plight of the landowner is due to circumstances unique to the property not created by the landowner.

The uniqueness generally relates to the physical characteristics of the particular piece of property, that is, to the land and not personal characteristics or preferences of the landowner. When considering the variance for a building to encroach or intrude into a setback, the focus of this factor is whether there is anything physically unique about the particular piece of property.

Mission Statement:

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The Property is unique in that it has lakeshore on three sides. It is because of this fact that, when the lakeshore setback requirement is applied, the building pad of the Property is virtually not existent. This circumstance was not created by the landowner and prevents the Applicant from developing the Property reasonably without a variance.

3. The variance would not alter the essential character of the locality.

Under this factor, consider whether the resulting structure will be out of scale, out of place, or otherwise inconsistent with the surrounding area.

The Property is uniquely situated on a channel that connects Halstead Bay and Priests Bay on Lake Minnetonka and does not have any direct neighbors on its side of the road. When looking at the homes across County Road 44, similar setbacks from the road and/or lakeshore are observed. It is because of these factors that the proposed variances will not alter the character of the neighborhood.

Neighborhood Comments: Notices were sent out to all property owners within 500 feet of the subject property. To date, staff has not received any written comment or spoke to anyone regarding the request as a result of sending the public notice.

Planning Commission Recommendation: The Applicant’s request was presented to the Planning Commission at their September 22, 2025 meeting. At that meeting, the Planning Commission held the required public hearing. There was no one present other than the Applicant to speak. The Planning Commission closed the hearing having heard no testimony. After considering the entire record before them, the Planning Commission made a motion to recommend the City Council approve the requested front and lakeshore setback variances at 3275 County Road 44 based on certain findings of fact and subject to conditions. Motion passed 5-0. Absent: Livermore, Gangestad, Rognli, and Gehring.

Conclusion: The City Council should review the staff report and recommendation of the Planning Commission. After review, the City Council should consider the entire record before it prior to making a motion. Along with making a motion, findings of fact should be established which support the motion. Findings of fact based on the information submitted by the Applicant may be as follows:

1. The requested variance is in harmony with the purpose and intent of the City’s zoning ordinances because the proposed new single-family home is a proper use of R-1 Low-Density Single-Family Residence zoned property. The proposed new home location is generally the same as the existing home that will be removed, which maintains similar setbacks from the roadway and lakeshore. Given that the existing home has been there for decades, these standards seem reasonable given the unique characteristics of the Property;
2. The requested variance is consistent with the City’s comprehensive plan because the Property is guided for long term Residential Low land use in the 2040 Minnetrista Comprehensive Plan. The requested variance would allow for a new single-family home, which is a use consistent with the long-term plan for the Property. In addition to simply complying with the Proposed Land Use Map, the

Mission Statement:

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- proposed new home is in generally the same location as the existing structures, which minimizes the impact on the lakeshore and adjacent roadways;
3. The Applicant proposes to use the Property in a reasonable manner because the Applicant is proposing to build a new single-family home on the Property which already contains an older single-family home. The old home will be demolished, and the new home will be located in generally the same area as the old home. With the location, the proposal maintains similar setbacks to the existing home. The proposal represents a reasonable use of the Property;
 4. The requested variance is the result of unique circumstances not created by the landowner because the Property is unique in that it has lakeshore on three sides. It is because of this fact that, when the lakeshore setback requirement is applied, the building pad of the Property is virtually not existent. This circumstance was not created by the landowner and prevents the Applicant from developing the Property reasonably without a variance; and
 5. The requested variance will not alter the character of the locality because the Property is uniquely situated on a channel that connects Halstead Bay and Priests Bay on Lake Minnetonka and does not have any direct neighbors on its side of the road. When looking at the homes across County Road 44, similar setbacks from the road and/or lakeshore are observed. It is because of these factors that the proposed variances will not alter the character of the neighborhood.

Recommended Action: Motion to adopt a resolution approving the requested front yard and lakeshore setback variances at 3275 County Road 44 based on certain findings of fact outlined in the staff report and subject to the following conditions:

1. Any required grading shall maintain existing drainage patterns or improve the existing drainage of the lot and adjacent lots;
2. The Applicant shall obtain all necessary permits and approvals from the City and other applicable entities with jurisdiction over the Property prior to any construction;
3. The Applicant is responsible for all fees incurred by the City in review of this application; and
4. The variance approval is valid for one year from the date of approval and will become void and expire unless a building permit has been issued for the site.

Attachments:

1. Location Map
2. Applicant's Narrative
3. Proposed Survey
4. Proposed Plans
5. Res. No. 83-25 Approving Front Yard and Lakeshore Setback Variances at 3275 County Road 44

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

3275 County Road 44



- City Boundary
- City Mask
- Address Labels
- Parcels

1 in = 100 Ft



- A. Owners: Chris and Molly Hagen
- B. 3275 County Rd 44 Minnetrista, MN 55364 PID:2611724220006. Tract E, Registered land survey NO. 145, except road, Hennepin County, Minnesota. .8 Acres, 35,473 sq.ft. Homestead, Residential
- C. Section 505.15 subd. 2, Lot area, width, coverage, setbacks, height standards.
- D. We are requesting a variance from the front yard setback of a principal structure from 35ft to 16.5ft and the lakeshore setback of 75ft to 30.7ft
- E. We have discussed our plans with Nicholas Olson regarding the uniqueness of our lot and situation and trying to fit a new home as best as possible to our family's needs and trying to be consistent with what is already there and practical to the neighborhood.
- F. Our proposal is in harmony with the intent of the city code in that we would like to build a new home that fits our needs while being conscientious to adjoining properties and is consistent with the comprehensive plan as residential.
- G. Our lot is unique as we do not have any direct neighbors touching our property lines. Our intent is to build a new home for our family. Due to the shape of the lot it is difficult to place a new home within the required setbacks. If the variance is granted it would be in line with other homes near ours and would not change the character of the surrounding area.
- H. We purchased our property almost 8 years ago and we enjoy the community and look forward to building our forever home here.
- I. The granting of our request will not adversely affect the health or safety of others as it is consistent with what has been there for many years. The granting of the variance will not affect adjacent properties as it is surrounded by water and the public street. It will remain residential for our family so a variance will not increase any congestion on public streets or endanger the public's safety. The home is fitting to the area and will not impair values.

LEGAL DESCRIPTION:

Tract E, REGISTERED LAND SURVEY NO. 145, except road, Hennepin County, Minnesota.

SCOPE OF WORK & LIMITATIONS:

- Showing the length and direction of boundary lines of the legal description listed above. The scope of our services does not include determining what you own, which is a legal matter. Please check the legal description with your records or consult with competent legal counsel, if necessary, to make sure that it is correct and that any matters of record, such as easements, that you wish to be included on the survey have been shown.
- Showing the location of observed existing improvements we deem necessary for the survey.
- Setting survey markers or verifying existing survey markers to establish the corners of the property.
- This survey has been completed without the benefit of a current title commitment. There may be existing easements or other encumbrances that would be revealed by a current title commitment. Therefore, this survey does not purport to show any easements or encumbrances other than the ones shown hereon.
- Note that all building dimensions and building tie dimensions to the property lines, are taken from the siding and or stucco of the building.
- Showing and tabulating impervious surface coverage of the lot for your review and for the review of such governmental agencies that may have jurisdiction over these requirements to verify they are correctly shown before proceeding with any planning for this site.
- Showing elevations on the site at selected locations to give some indication of the topography of the site. We have also provided a benchmark for your use in determining elevations for construction on this site. The elevations shown relate only to the benchmark provided on this survey. Use that benchmark and check at least one other feature shown on the survey when determining other elevations for use on this site or before beginning construction.
- While we show a proposed location for this home or addition, we are not as familiar with your proposed plans as you, your architect, or the builder are. Review our proposed location of the improvements and proposed yard grades carefully to verify that they match your plans before construction begins. Also, we are not as familiar with local codes and minimum requirements as the local building and zoning officials in this community are. Be sure to show this survey to said officials, or any other officials that may have jurisdiction over the proposed improvements and obtain their approvals before beginning construction or planning improvements to the property.

STANDARD SYMBOLS & CONVENTIONS:

"●" Denotes iron survey marker, set, unless otherwise noted.

Advance

Surveying & Engineering, Co.

18202 Minnetonka Boulevard, Suite 401
Deephaven, Minnesota 55391
Phone (952) 474-7964
Web: www.advsur.com

I HEREBY CERTIFY THAT THIS PLAN, SURVEY OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

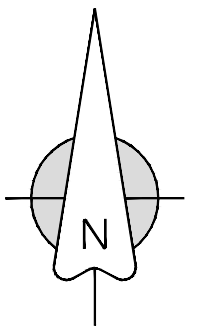
Thomas M. Bloom
Thomas M. Bloom
42379

LICENSE NO.

AUGUST 14, 2025

DATE:

DRAWING ORIENTATION & SCALE



SCALE - 1" = 20'



CLIENT NAME / JOB ADDRESS

**CHRIS
HAGEN**

**3275 COUNTY
ROAD NO. 44
MINNETRISTA,
MN**

LEGEND

	= CATCH BASIN
	= GAS METER
	= FIRE HYDRANT
	= POWER POLE
	= MANHOLE
	= TELEPHONE PED.
	= ELEC. TRANSFORMER
	= WELL
	= GATE VALVE
	= LIGHT POLE
	= FENCE LINE
	= SANITARY SEWER LINE
	= WATER LINE
	= GAS LINE
	= STORM DRAIN LINE
	= OVERHEAD UTILITY LINE
	= EXISTING CONTOUR
	= EXISTING SPOT ELEVATION
	= PROPOSED CONTOUR
	= PROPOSED SPOT ELEVATION
	= DRAINAGE ARROW
	= PROPOSED SILT FENCE
	= CONCRETE SURFACE
	= BITUMINOUS SURFACE

DATE	REVISION	DESCRIPTION

DATE SURVEYED: MAY 20, 2025

DATE DRAFTED: AUGUST 14, 2025

SHEET TITLE

PROPOSED SURVEY

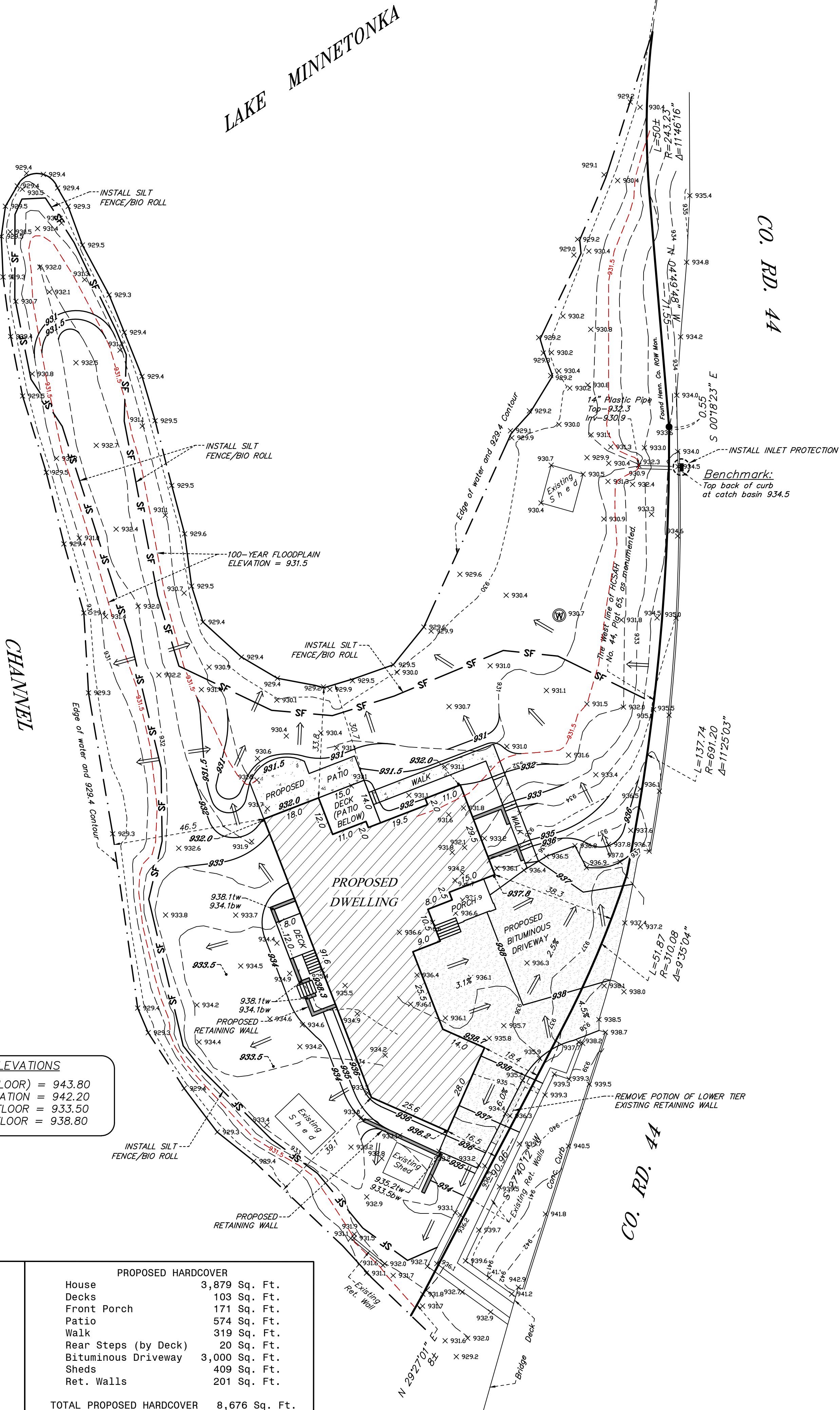
DRAWING NUMBER

251293 JR

SHEET SIZE **22 X 34**

SHEET NUMBER

S1



EXISTING HARDCOVER		PROPOSED HARDCOVER	
House	1,537 Sq. Ft.	House	3,879 Sq. Ft.
Existing Decks	726 Sq. Ft.	Decks	103 Sq. Ft.
Bituminous Driveway	3,180 Sq. Ft.	Front Porch	171 Sq. Ft.
Garage	739 Sq. Ft.	Patio	574 Sq. Ft.
Concrete Surfaces	84 Sq. Ft.	Walk	319 Sq. Ft.
Stone Areas	1,222 Sq. Ft.	Rear Steps (by Deck)	20 Sq. Ft.
Porch	78 Sq. Ft.	Bituminous Driveway	3,000 Sq. Ft.
Sheds	409 Sq. Ft.	Sheds	409 Sq. Ft.
Ret. Walls	176 Sq. Ft.	Ret. Walls	201 Sq. Ft.
TOTAL EXISTING HARDCOVER 8,150 Sq. Ft.		TOTAL PROPOSED HARDCOVER 8,676 Sq. Ft.	
AREA OF LOT TO OHW 35,473 Sq. Ft.		AREA OF LOT TO OHW 35,473 Sq. Ft.	
PERCENTAGE OF HARDCOVER TO LOT 23.0%		PERCENTAGE OF HARDCOVER TO LOT 24.4%	



(ROADSIDE)
EAST ELEVATION

SCALE: 1/4"=1'-0"



(LAKESIDE)
NORTH ELEVATION

SCALE: 1/4"=1'-0"

NOTE: AUTUMN DESIGN OF MN, INC. IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THESE DRAWINGS. ANY ERRORS OR OMISSIONS ARE THE RESPONSIBILITY OF THE CLIENT. IT IS THE RESPONSIBILITY OF THE CLIENT TO HAVE THESE DRAWINGS VERIFIED BY A PROFESSIONAL ENGINEER OR ARCHITECT. AUTUMN DESIGN OF MN, INC. HAS NO LIABILITY FOR ANY DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING FROM THE USE OF THESE DRAWINGS FOR ANY PURPOSES OTHER THAN FOR WHICH THEY WERE PREPARED.

DRN	TYPE	DATE
SB	PRIM	07/15/25
SB	REV	07/30/25
SB	REV	08/11/25

MAETZOLD HOMES
HAGEN

AUTUMN DESIGN
of Minnesota, Inc. (763) 614-4760

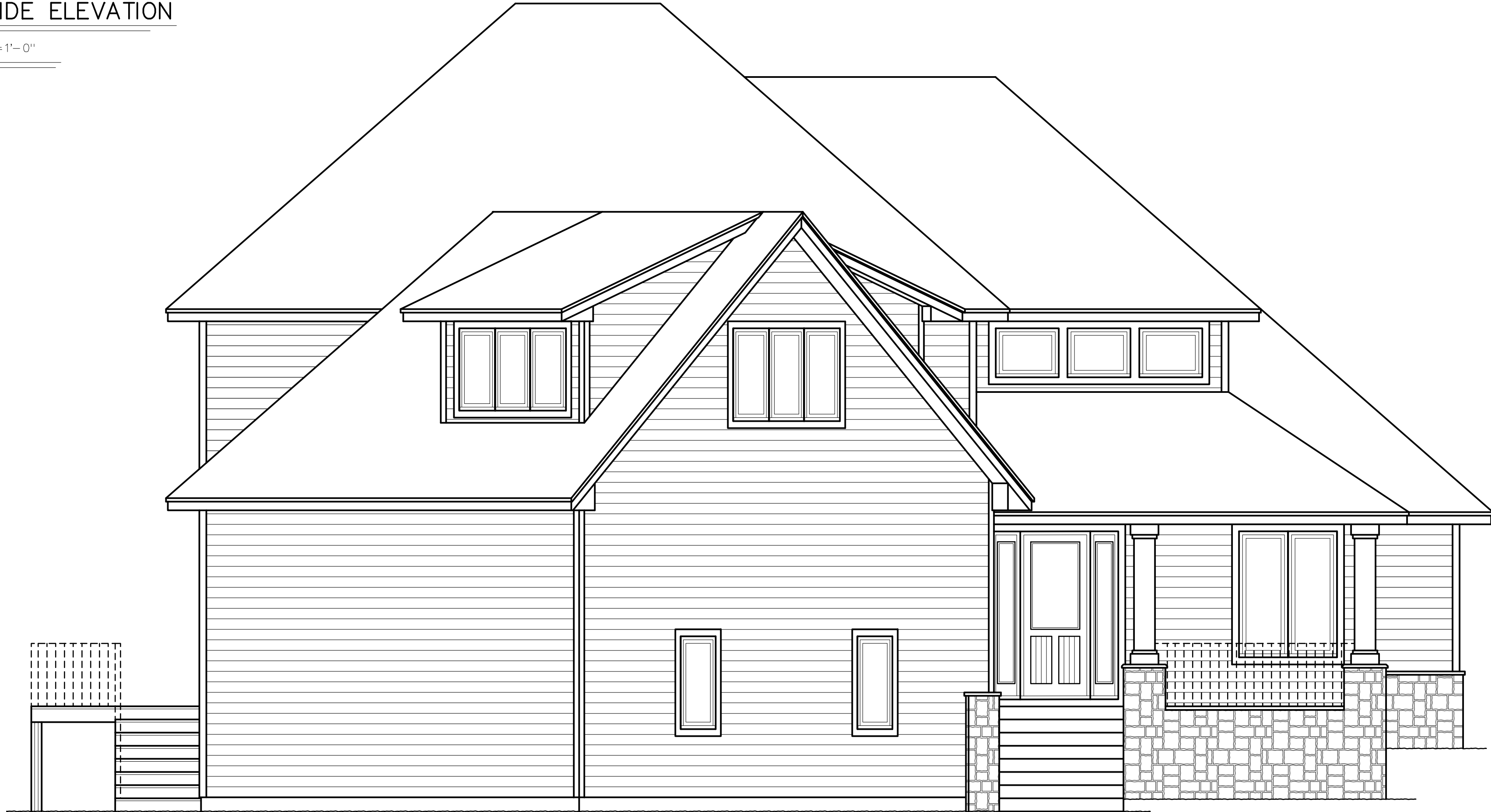
PAGE 2987-1

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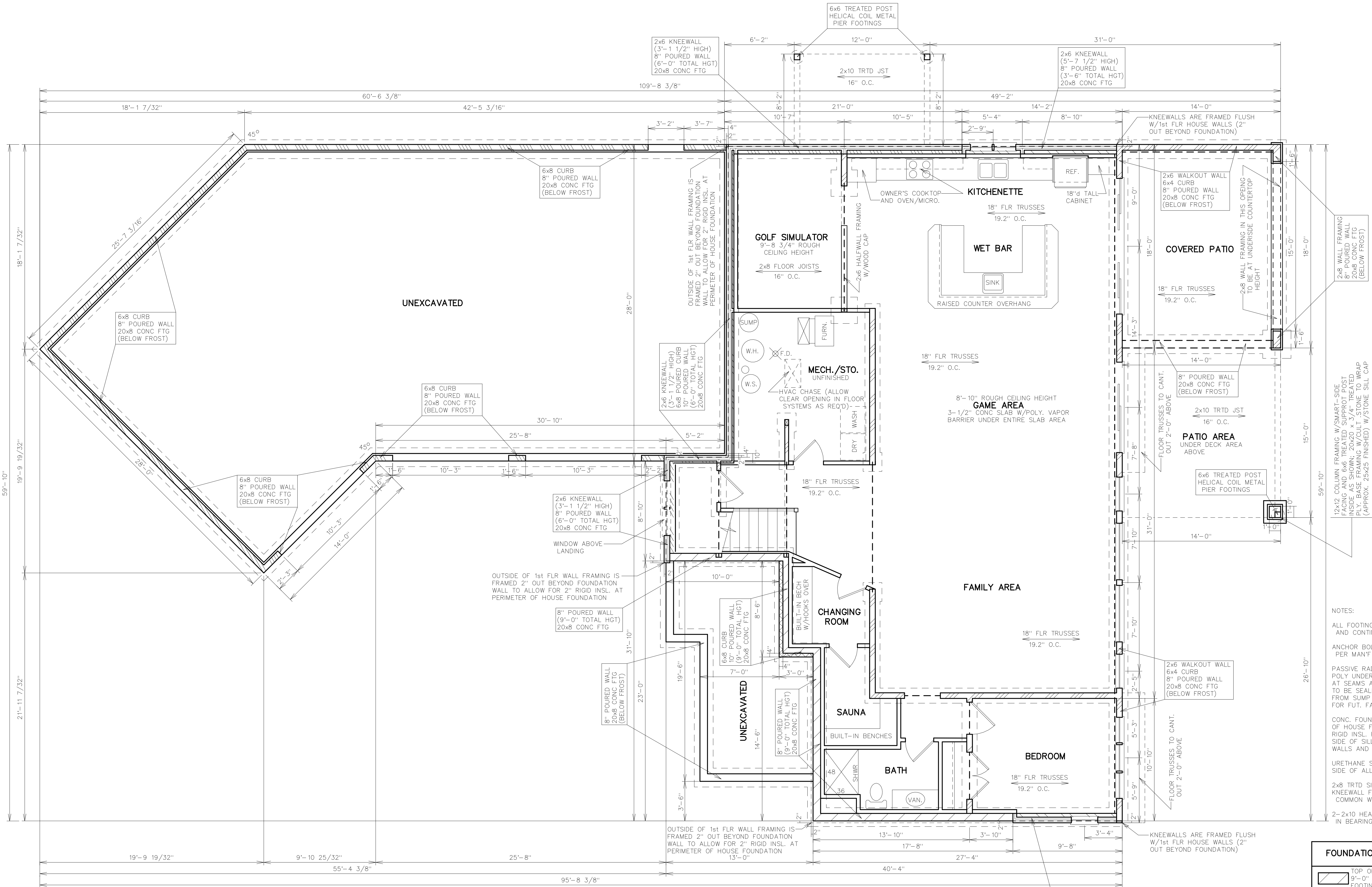
LEFT SIDE ELEVATION

SCALE: 1/4"=1'-0"



FRONT ELEVATION

SCALE: 1/4"=1'-0"



NOTES:

ALL FOOTINGS TO BE BELOW FROST AND CONTINUOUS

ANCHOR BOLTS or STRAPS SPACED PER MAN'F SPECIFICATIONS

PASSIVE RADON SYSTEM TO HAVE 6 MIL. POLY UNDER ENTIRE SLAB AREA W/12" LAP AT SEAMS AND ALL SEAMS & PENETRATIONS TO BE SEALED; INSTALL 3" GAS-TIGHT PIPE FROM SUMP UP THRU ATTIC PER CODE; WIRE FOR FUT. FAN IN ATTIC (OPT. ACTIVE SYSTEM)

CONC. FOUNDATION IS INSET 2" AT PERIMETER OF HOUSE FOUNDATION TO ALLOW FOR 2" EXT. RIGID INSL. FROM TOP OF FOOTING TO UNDER SIDE OF SILL PLATES (EXCEPT AT WALKOUT WALLS AND COMMON WALLS TO FRONT PORCH)

URETHANE SPRAY FOAM INSL. AT INTERIOR SIDE OF ALL RIM AREAS (R-20 MINIMUM)

2x8 TRTD SILL PLATES AT FULL-HEIGHT AND KNEEWALL FOUNDATION LOCATIONS (EXCEPT AT COMMON WALLS TO FRONT PORCH)

2-2x10 HEADERS AT ALL CURB OPENINGS IN BEARING WALLS UNLESS NOTED

FOUNDATION HEIGHT KEY

- TOP OF POURED CONC WALL FOUNDATION 9'-0" TOTAL HEIGHT ABOVE TOP OF FOOTING INCLUDING CURBS
- 8" BELOW TOP OF FOUNDATION; TOP OF FRONT PORCH SLAB LEDGE AT COMMON WALL TO CHANGING ROOM AREA
- 3'-0" BELOW TOP OF FOUNDATION; TOP OF POURED AT GARAGE AND KNEEWALLS FROM STAIR OVER TO GOLF/KITCHENETTE
- 3'-8" BELOW TOP OF FOUNDATION; TOP OF SLAB LEDGE AT GARAGE AND AT FRONT PORCH
- 5'-6" BELOW TOP OF FOUNDATION; TOP OF 8" POURED AT KNEEWALLS CLOSER TO WALKOUT WALLS
- 8'-8" BELOW TOP OF FOUNDATION; TOP OF 6x4 & 4x4 CONC CURB BLOCKS AT BEARING & WALKOUT WALLS
- 9'-0" BELOW TOP OF FOUNDATION; TOP OF 8" POURED AT WALKOUT WALLS

VARIOUS FOUNDATION HEIGHTS

- TOP OF GARAGE FOUNDATION IS 3'-0" BELOW TOP OF 9/0 POURED FOUNDATION
- TOP OF GARAGE SLAB IS 3'-4" BELOW TOP OF 9/0 POURED FOUNDATION
- TOP OF BASEMENT SLAB IS 8'-8 1/2" BELOW TOP OF 9/0 POURED FOUNDATION
- TOP OF BASEMENT SLAB IS 5'-4 1/2" BELOW TOP OF GARAGE SLAB
- TOP OF 1st FLOOR SUB-FLOOR IS 1'-8 1/4" ABOVE TOP OF 9/0 POURED FOUNDATION
- TOP OF 1st FLOOR IS 5'-0 1/4" ABOVE TOP OF GARAGE SLAB

FOUNDATION PLAN

SCALE: 1/4"=1'-0"

NOTE:

STIFFEN FLOOR TRUSSES THAT ARE UNDER KITCHEN ISLAND, FIREPLACE & MASTER BATH SHOWER AREA ABOVE

1649 SF LOWER LEVEL FINISHED AREA

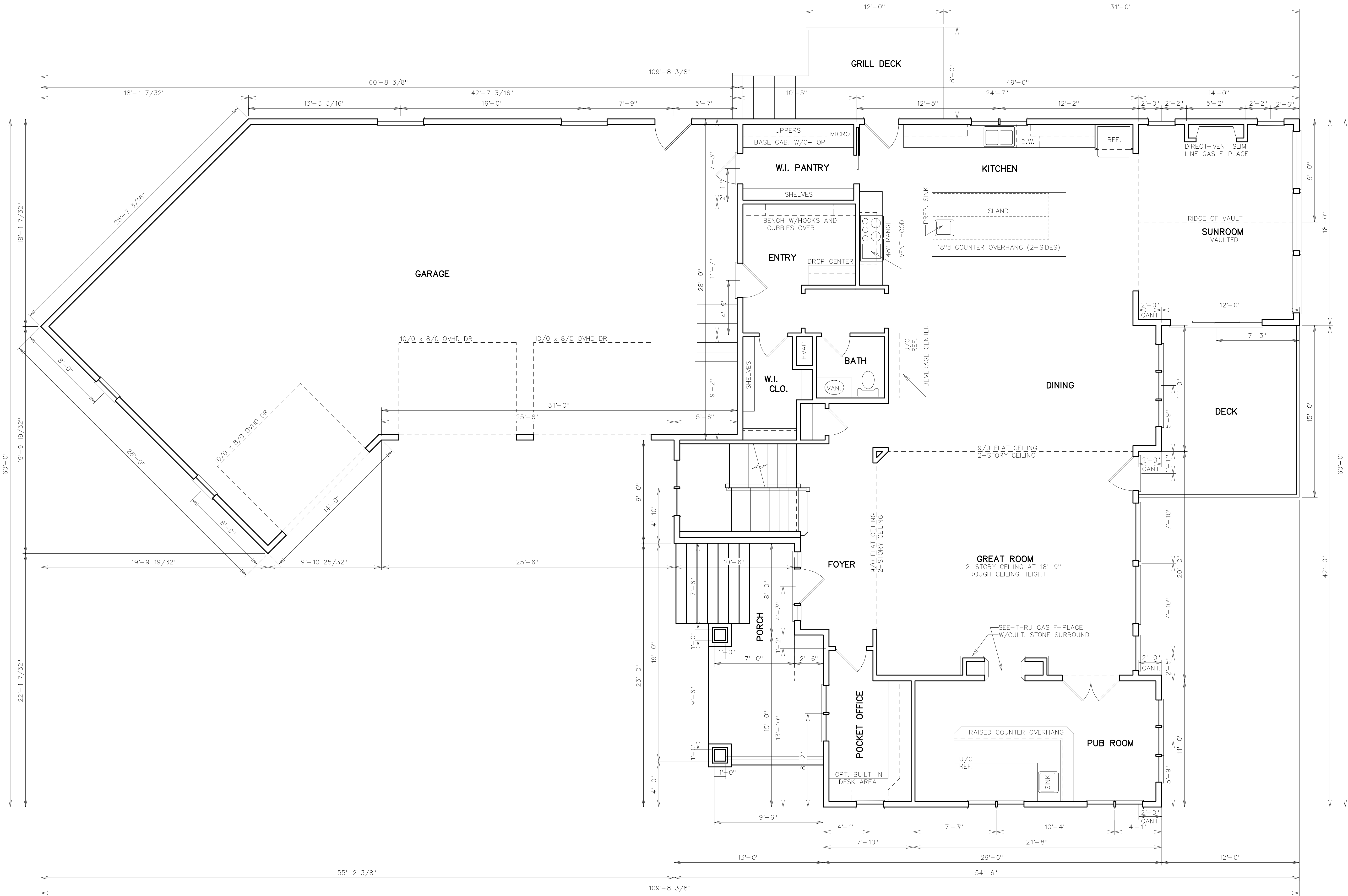
MAETZOLD HOMES

HAGEN

AUTUMN DESIGN
of Minnesota, Inc. (763) 614-4760

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FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

NOTE: AUTUMN DESIGN OF MN, INC. IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DIMENSIONS SHOWN ON THIS PLAN. THE DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT. THE DIMENSIONS SHOWN ON THIS PLAN ARE NOT TO BE USED FOR CONSTRUCTION. THE DIMENSIONS SHOWN ON THIS PLAN ARE FOR INFORMATION ONLY. THE DIMENSIONS SHOWN ON THIS PLAN ARE NOT TO BE USED FOR CONSTRUCTION. THE DIMENSIONS SHOWN ON THIS PLAN ARE FOR INFORMATION ONLY.

DRN	TYPE	DATE
SB	PRLM	07 / 15 / 25
SB	FINAL	07 / 30 / 25
SB	REV.	08 / 11 / 25

2297 SF 1st FLOOR LIVING AREA
1689 SF 2nd FLOOR LIVING AREA
575 SF BONUS ROOM AREA
4561 SF TOTAL LIVING AREA (1st & 2nd FLOORS)

MAETZOLD HOMES

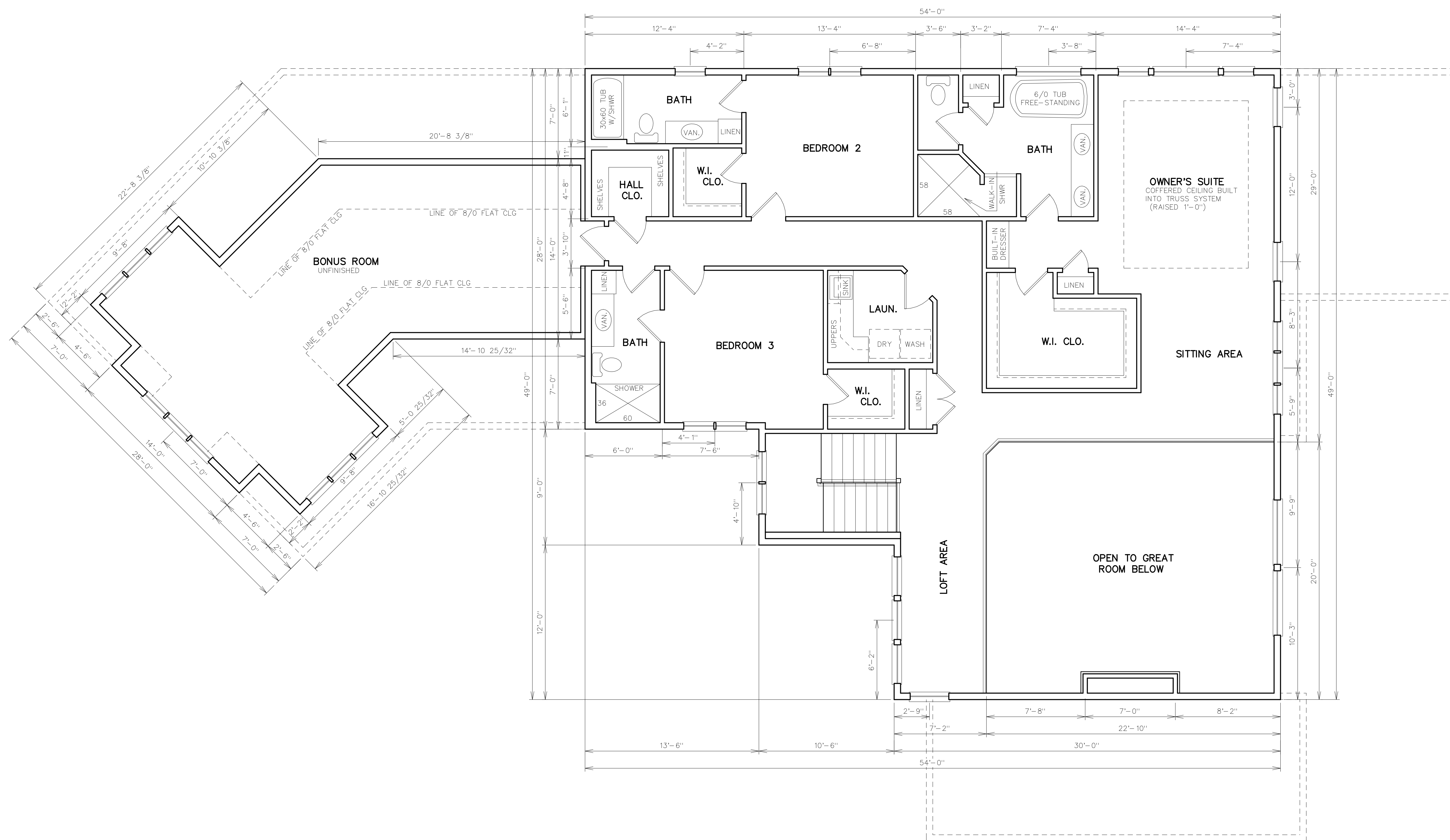
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SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"

NOTE: AUTUMN DESIGN OF MN, INC. IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF ANY BUILDING OR STRUCTURE, NOR ARE WE RESPONSIBLE FOR ANY INCURRED COSTS RESULTING DIRECTLY FROM THESE DRAWINGS. IT IS THE RESPONSIBILITY OF THE CLIENT TO HAVE THESE DRAWINGS APPROVED BY A LICENSED INSPECTOR. WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. AUTUMN DESIGN RESERVES THE RIGHT THESE DRAWINGS FOR OUR OWN PURPOSES.

DRN	TYPE	DATE
SB	PRLM	07 / 15 / 25
	FINAL	/ /
SB	REV.	07 / 30 / 25
SR	REV.	08 / 11 / 25

2297 SF 1st FLOOR LIVING AREA
1699 SF 2nd FLOOR LIVING AREA
575 SF BONUS ROOM AREA

4561 SF TOTAL LIVING AREA (1st & 2nd FLOORS)

MAETZOLD HOMES
HAGEN

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AUTUMN DESIGN

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of Minnesota, Inc.

RESOLUTION NO. 83-25

CITY OF MINNETRISTA

**RESOLUTION APPROVING FRONT YARD AND LAKESHORE SETBACK
VARIANCES FOR CHRISTOPHER HAGEN FOR THE CONSTRUCTION OF A NEW
SINGLE-FAMILY HOME AT 3275 COUNTY ROAD 44**

WHEREAS, the City of Minnetrista (the “City”) is a municipal corporation, organized and existing under the laws of the State of Minnesota; and

WHEREAS, the City Council of the City of Minnetrista has adopted zoning and subdivision regulations, per Chapter 5 of the Municipal Code, to promote the orderly, economic and safe development and utilization of land within the city; and

WHEREAS, Christopher Hagen (the “Applicant”) has made an application for a front yard setback variance to reduce the required setback from 35 feet to 16.5 feet and a lakeshore setback variance to reduce the required setback from 75 feet to 30.7 feet for the construction of a new single-family home at 3275 County Road 44 (the “Property”) and which is legally described on Exhibit A attached hereto; and

WHEREAS, on September 22, 2025, the Minnetrista Planning Commission considered the requested front yard and lakeshore setback variances, held a public hearing and, after consideration of the entire record before it, voted 5-0 in favor of recommending approval of the requested setback variances; and

WHEREAS, the Minnetrista City Council has reviewed the application, as submitted, and has made the following findings of fact:

1. The requested variance is in harmony with the purpose and intent of the City’s zoning ordinances because the proposed new single-family home is a proper use of R-1 Low-Density Single-Family Residence zoned property. The proposed new home location is generally the same as the existing home that will be removed, which maintains similar setbacks from the roadway and lakeshore. Given that the existing home has been there for decades, these standards seem reasonable given the unique characteristics of the Property;
2. The requested variance is consistent with the City’s comprehensive plan because the Property is guided for long term Residential Low land use in the 2040 Minnetrista Comprehensive Plan. The requested variance would allow for a new single-family home, which is a use consistent with the long-term plan for the Property. In addition to simply complying with the Proposed Land Use Map, the proposed new home is in generally the same location as the existing structures, which minimizes the impact on the lakeshore and adjacent roadways;
3. The Applicant proposes to use the Property in a reasonable manner because the Applicant is proposing to build a new single-family home on the Property which already contains an older single-family home. The old home will be demolished, and the new home will be

located in generally the same area as the old home. With the location, the proposal maintains similar setbacks to the existing home. The proposal represents a reasonable use of the Property;

- 4. The requested variance is the result of unique circumstances not created by the landowner because the Property is unique in that it has lakeshore on three sides. It is because of this fact that, when the lakeshore setback requirement is applied, the building pad of the Property is virtually not existent. This circumstance was not created by the landowner and prevents the Applicant from developing the Property reasonably without a variance; and
- 5. The requested variance will not alter the character of the locality because the Property is uniquely situated on a channel that connects Halstead Bay and Priests Bay on Lake Minnetonka and does not have any direct neighbors on its side of the road. When looking at the homes across County Road 44, similar setbacks from the road and/or lakeshore are observed. It is because of these factors that the proposed variances will not alter the character of the neighborhood.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Minnetrista hereby approves the requested front yard and lakeshore setback variances for the construction of a new single-family home at the property generally located at 3275 County Road 44, subject to the following conditions:

- 1. Any required grading shall maintain existing drainage patterns or improve the existing drainage of the lot and adjacent lots;
- 2. The Applicant shall obtain all necessary permits and approvals from the City and other applicable entities with jurisdiction over the Property prior to any construction;
- 3. The Applicant is responsible for all fees incurred by the City in review of this application; and
- 4. The variance approval is valid for one year from the date of approval and will become void and expire unless a building permit has been issued for the site.

This resolution was adopted by the City Council of the City of Minnetrista on the 6th day of October, 2025 by a vote of ____ Ayes and ____ Nays.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk

EXHIBIT A

Legal Description of 3275 County Road 44:

Tract E, REGISTERED LAND SURVEY NO. 145, except road, Hennepin County, Minnesota.

CITY OF MINNETRISTA



CITY COUNCIL CONSENT AGENDA ITEM

Subject:	Res. No. 84-25 Approving the Minnesota Wetland Conservation Act (WCA) Wetland Replacement Plan Application for Westonka High School Improvements
Prepared By:	Shawn Williams, Professional Environmental Scientist, WSB Nickolas Olson, Senior City Planner
Through:	David Abel, Community Development Director
Meeting Date:	October 6, 2025

Issue: Westonka Public Schools (the “Applicant”) has submitted a WCA wetland replacement plan application for construction of athletic facility improvements at the west side of the existing high school. The project proposes permanent fill within a portion of two wetlands located within the parcel.

Background: Westonka Public schools coordinated a wetland delineation of the property in spring/summer 2025. The City, as Local Government Unit (LGU) for the MN Wetland Conservation Act (WCA) reviewed the wetland delineation report, visited the property, and confirmed the wetland delineation and wetland types (plant communities) defined. The City issued the Notice of Decision approving the wetland delineation on June 11, 2025.

The new athletic facilities construction project proposes 13,121 square feet (0.3012 acre) of permanent wetland fill within Wetland B/ditch and 3,743 square feet (0.0859 acre) within Wetland D/ditch (as defined in the wetland report). The total wetland impact that requires mitigation is 0.39 acre. The proposed impacts are located within the Type 1 (seasonally saturated/forested) wetland plant community.

The applicant proposes to provide wetland replacement at a 2:1 ratio via the purchase 0.78 acre of Type 2/Type 3 wetland credit from MN State Wetland Bank Account 1756. This wetland bank is located in the same Major Watershed (20) and Bank Service Area (7) as the wetland impact.

The execution of the purchase agreement between the applicant and the wetland bank owner will be completed upon confirmation of approval of this wetland replacement plan application, by the City Council.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

There are two conditions of approval for this wetland replacement plan:

Condition 1: The applicant will complete the wetland credits purchase transaction and debit of replacement credits at the Minnesota Board of Water and Soil Resources (BWSR) prior to wetland impact. The applicant will provide proof of completion to the City prior to impacting the wetland.

Condition 2: The applicant will install and maintain erosion and sediment control as required per the MN General Construction Stormwater permit.

Discussion: Staff has reviewed the wetland replacement plan application for conformity with the requirements of the MN Wetland Conservation Act (WCA). A virtual technical evaluation panel (TEP) meeting was held on August 26, 2025. The applicant provided supplemental supporting information requested by the TEP, including wetland impact minimization. The wetland replacement plan has been deemed complete and meets the requirements of the WCA. The city council should approve or disapprove the wetland replacement plan application by resolution which will set forth, in detail, any conditions to which the approval is subject to or findings of fact for disapproval.

Recommended City Council Action: Motion to Adopt Res. No. 84-25 Approving the Wetland Replacement Plan Application for Westonka High School Improvements, subject to the specified conditions.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

RESOLUTION NO. 84-25

CITY OF MINNETRISTA

**RESOLUTION GRANTING APPROVAL OF THE MINNESOTA WETLAND
CONSERVATION ACT (WCA) WETLAND REPLACEMENT PLAN APPLICATION
FOR WESTONKA HIGH SCHOOL IMPROVEMENTS**

WHEREAS, the city of Minnetrista (the “City”) is a municipal corporation, organized and existing under the laws of Minnesota; and

WHEREAS, the City is the Local Government Unit for the Minnesota Wetland Conservation Act; and

WHEREAS, Westonka Public Schools (the “Applicant”) is the public entity/owner of the parcel where the proposed wetland impact will occur (the “Property”); and

WHEREAS, on June 11, 2025 the City issued a WCA Notice of Decision approving the wetland boundary/type within the property; and

WHEREAS, the City received a WCA wetland replacement plan application for the project and deemed the application complete on August 5, 2025 and thus issuing the Notice of Application for comment through September 15, 2025.

WHEREAS, the Technical Evaluation Panel (TEP) held a virtual meeting on August 26, 2025 to discuss the project and requested the applicant provide supplemental information regarding the project need and wetland avoidance concepts (as required by WCA).

WHEREAS, the applicant provided the final revised application/supporting documents requested, on September 17, 2025.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Minnetrista, Minnesota that the City makes the following findings of fact regarding the wetland replacement plan for Westonka High School Improvements:

1. The wetland replacement plan application prepared by Bopray Environmental Services, LLC, as revised, dated July 25, 2025 and the addendum dated

- September 17, 2025 constitute a complete wetland replacement plan application, in accordance with WCA rules; and
2. The project proposes 16,864 square feet (0.39 acre) of permanent wetland fill within Wetlands B and D, Type 1 seasonally saturated forested plant community.
 3. The applicant proposes to provide wetland replacement, in accordance with MN WCA rules, at a 2:1 replacement ratio via the purchase of 0.78 acre of Type 2/3 wetland credit from the state wetland bank account #1756.
 4. The proposed wetland replacement conforms with the MN WCA rules and will adequately replace the functions and values of the wetland impact.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that final approval is granted to the wetland replacement plan application for Westonka High School Improvements, subject to the following terms and conditions:

Condition 1: The applicant will complete the wetland credits purchase transaction and debit of replacement credits at the Minnesota Board of Water and Soil Resources (BWSR) prior to wetland impact. The applicant will provide proof of completion to the City prior to impacting the wetland.

Condition 2: The applicant will install and maintain erosion and sediment control as required per the MN General Construction Stormwater permit.

This resolution was adopted by the City Council of the City of Minnetrista on the 6th day of October 2025 by a vote of _____ ayes and _____ nays.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk

CITY OF MINNETRISTA

CITY COUNCIL AGENDA ITEM



Subject: Accepting a Grant Agreement for funding of a Ballistic Shield and Transport Bag

Prepared By: Craig Squires, Director of Public Safety

Meeting Date: October 6, 2025

Background:
The Minnetrista Public Safety Department applied for and was awarded a grant facilitated by Hennepin County to fund the purchase of a ballistic shield labeled “POLICE” and an accompanying transport bag. This equipment is intended to enhance officer safety by providing greater protection against gunfire during tactical operations or other high-risk incidents.

- Overview:**
- The total cost for the labeled ballistic shield and transport bag is \$8,825.60
 - This expense will be reimbursed through the Hennepin County grant
 - The grant agreement has been reviewed and approved by the Minnetrista City Attorney
 - City Council approval is required to formally accept the grant funds

Recommended City Council Action:
Staff recommends that the City Council approve the grant agreement with Hennepin County and authorize the acceptance of funds to reimburse the cost of the Ballistic Shield and Transport bag



ALPHA Training & Tactics LLC & Sales

15247 61ST ST NE
Spicer, MN 56288

Section 4, Item h)

Invoice

Date	Invoice #
10/1/2025	2025-0116

Bill To

MINNETRISKA POLICE DEPARTMENT
7651 County Road 110W
Minnetrista, MN 55364

P.O. No.	Terms	Due Date	Project
	Net 45	11/15/2025	

Item	Quantity	Description	Rate	Amount
PARACLETE VANGUAR...	1	PARACLETE VANGUARD VS VANGUARD-VS 20X30 W/VIEWPORT, NO LIGHT SH3OASVSV1H2L0	8,654.80	8,654.80
PARACLETE TRANSP...	1	Paraclete 20 X 30 Transport Bag, Black in color BAGN00150J	157.36	157.36
PARACLETE SHIELD ID	1	PARACLETE SHIELD ID POLICE IDPSHL3X10 COLOR: 3 X 10 DECAL	13.44	13.44

THANK YOU FOR YOUR BUSINESS!

alphatrainingandtactics@gmail.com

Total

\$8,825.60

This Invoice is an agreement to the following terms:

Payments due 30 DAYS from date of Invoice.
3.5% late charge will be added to invoice per 30 days past due.

3.5% Service Charge for credit card payments.

20 % restocking fee and return shipping charges on returns

320 894 3385

www.alphatrainingandtactics.com

Payments/Credits	\$0.00
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Sales Tax (0.0%)	\$0.00
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Balance Due	\$8,825.60
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GRANT AGREEMENT

This Grant Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Emergency Management Services, 1600 Prairie Drive, Medina, Minnesota 55340 (“COUNTY”), and City of Minnetrista, 7701 County Road 110 West, Minnetrista, Minnesota 55364, a government entity (“GRANTEE”).

The parties agree as follows:

1. TERM AND AMOUNT OF GRANT

This Agreement shall commence following execution by all parties. GRANTEE shall complete all Grant Requirements, as defined below, and submit all required documentation on or before December 31, 2025, unless this Agreement is terminated earlier in accordance with the provisions herein.

In accordance with the provisions herein, COUNTY’s total payments to GRANTEE under this Agreement shall not exceed Eight Thousand Eight-Hundred Eighty-Six Dollars (\$8,886) (“Grant Funds”).

2. GRANT REQUIREMENTS

GRANTEE shall purchase a Level III rated ballistic shield, decal, and transport bag (“Grant Requirements”). Purchase is more fully described in Attachment A Scope of Work.

If the source or partial source of funds under this Agreement is from federal or state monies or from a federal, state or other grant source, COUNTY and GRANTEE are bound by and shall comply with applicable law, rules, regulations, applicable documentation, and any other COUNTY directives relating to the source and utilization of such funds, which may include reallocation of funds at COUNTY’s sole discretion, and, as applicable, the Federal Award Contract Provisions Addendum attached hereto as Attachment B.

If GRANTEE is a “subrecipient” as defined by 2 CFR § 200.330, GRANTEE shall comply with the Federal Compliance Addendum, attached hereto as Attachment C.

3. GRANT FUNDS DISBURSEMENT

Upon completion of the Grant Requirements, GRANTEE shall invoice COUNTY for allowable costs and payments actually incurred by GRANTEE in performance of the Grant Requirements. GRANTEE shall also submit receipts and other supporting documentation related to the Grant Requirements.

The final invoice and all supporting documentation shall be submitted no later than thirty (30) days after the expiration of this Agreement.

Upon COUNTY's validation of an invoice and any supporting documentation or certifications, COUNTY shall pay invoiced and validated Grant Funds directly to GRANTEE within thirty (30) days.

Unless the parties otherwise agree, COUNTY shall have no obligation to reimburse or pay GRANTEE any amount: (i) for any expenditures, costs, or expenses incurred prior to the commencement date stated in Section 1 of this Agreement; or (ii) for any expenditures, costs, or expenses that the COUNTY determines are not directly related to the Grant Requirements.

If GRANTEE's expenditures, costs, and expenses associated with its project and/or the Grant Requirements exceed the Grant Funds, GRANTEE shall be solely responsible for payment of those amounts without reimbursement by COUNTY.

COUNTY may withhold from any payment due to GRANTEE any amount which is due and owing COUNTY under this or any other agreement between the parties due to overpayment or as a result of an audit.

Email invoices to OBF.Internet@hennepin.us or sent to the following central invoice receiving address supplied by COUNTY: PO Box 1388, Minneapolis, MN 55440.

4. PARTY RELATIONSHIP

- A. GRANTEE shall select the means, method, and manner of performing Grant Requirements. Nothing is intended nor should be construed as creating or establishing any relationship, besides that of grantor and grantee, between the parties. GRANTEE is not COUNTY's vendor, contractor, agent, representative, or employee for any purpose. GRANTEE shall secure at its own expense all personnel and resources required in completing Grant Requirements under this Agreement. GRANTEE's personnel and/or subcontractors engaged to perform any activities under this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY.
- B. If GRANTEE enters into any agreement with any entity to provide goods or services related to GRANTEE's performance of the Grant Requirements, GRANTEE shall memorialize that relationship with a written and duly executed agreement with said entity. That agreement will include, at minimum, the following provisions:
 - (i) Neither GRANTEE nor the engaged entity is acting as agent(s) for the County of Hennepin, State of Minnesota;
 - (ii) The parties expressly agree that the County of Hennepin, State of Minnesota, is not a party to their agreement; and
 - (iii) The County of Hennepin, State of Minnesota is not responsible or liable for any duty or obligation under their agreement, including but not limited to paying any amount whatsoever under the agreement.

5. NON-DISCRIMINATION

In accordance with COUNTY's policies against discrimination, GRANTEE shall not exclude any person nor prohibit their participation in or the benefits of any program, service or activity related to this Agreement on the grounds of any protected status or class, including but not limited to race, color, creed, religion, national origin, sex, gender expression, gender identity, age, disability, marital status, sexual orientation, or public assistance status. No person who is protected by applicable law against discrimination shall be subjected to discrimination.

6. INDEMNIFICATION

GRANTEE shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of GRANTEE, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the Grant Requirements in this Agreement, and against all loss by reason of the failure of GRANTEE to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of GRANTEE personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions.

8. INSURANCE

Each party warrants that it has a purchased insurance or a self-insurance program sufficient to meet its liability obligations and, at a minimum, to meet the maximum liability limits of Minnesota Statutes Chapter 466. This provision shall not be construed as a waiver of any immunity from liability under Chapter 466 or any other applicable law.

9. DUTY TO NOTIFY

GRANTEE shall promptly notify COUNTY of any demand, claim, action, cause of action or litigation brought against GRANTEE, its employees, officers, agents or subcontractors, which arises out of this Agreement. GRANTEE shall also notify COUNTY whenever GRANTEE has a reasonable basis for believing that GRANTEE and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of this Agreement.

10. DATA, SYSTEMS, AND INTELLECUTAL PROPERTY

- A. GRANTEE, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable law, rules, regulations and orders relating to data or the privacy, confidentiality or security of data. For clarification and not limitation, COUNTY hereby notifies GRANTEE that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. GRANTEE shall promptly notify COUNTY if GRANTEE becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as “trade secret” by GRANTEE does not necessarily make the data protected as such under any applicable law.

- B. In addition to the foregoing MGDPA and other applicable law obligations, GRANTEE shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, “County Data” means any data or information, and any copies thereof, created by GRANTEE or acquired by GRANTEE from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If GRANTEE has access to or possession/control of County Data, GRANTEE shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards and such COUNTY policies, procedures, rules and directions, GRANTEE shall notify COUNTY of the inconsistency and follow COUNTY direction. GRANTEE shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying GRANTEE’s indemnification obligations herein.

C. INTENTIONALLY OMITTED

D. Upon expiration or termination of this Agreement:

- (1) At the discretion of COUNTY and as specified in writing by the Grant Manager, GRANTEE shall deliver to the Grant Manager all County Data so specified by COUNTY.
- (2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits GRANTEE to retain copies of the County Data, GRANTEE shall not, without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.
- (3) Except to the extent required by law or as agreed to by COUNTY, GRANTEE shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, GRANTEE shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY.

11. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 6.551, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of GRANTEE and involve transactions relating to this Agreement. GRANTEE shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration or termination.

12. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. GRANTEE binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. GRANTEE shall not assign, transfer or pledge this Agreement and/or the performance of the Grant Requirements, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared

by COUNTY and signed by GRANTEE, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve GRANTEE of its liabilities and obligations under the Agreement.

13. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

GRANTEE and/or COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement, including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Termination, or Minnesota Law Governs may not be altered, varied, modified or waived by any change in project scope, specifications, or other document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

14. DEFAULT AND TERMINATION

- A. This Agreement may be terminated with or without cause by COUNTY upon thirty (30) days' written notice, including but not limited to failure of the GRANTEE to perform Grant Requirements or failure of the Grant Requirements to promote a public purpose. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment of Grant Funds until GRANTEE's compliance. In the event of a decision to withhold Grant Funds, COUNTY shall furnish prior written notice to GRANTEE.
- B. COUNTY may immediately terminate this Agreement if GRANTEE, or any GRANTEE directors, employees, or other personnel are convicted of a criminal offense relating to any COUNTY, State of Minnesota, or federal grant.
- C. Notwithstanding any provision of this Agreement to the contrary, GRANTEE shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by GRANTEE.

- D. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- E. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- F. If this Agreement expires or is terminated, with or without cause, by either party, at any time, GRANTEE shall not be entitled to any Grant Funds except for reimbursements duly invoiced for completed Grant Requirements pursuant to this Agreement.
- G. Upon written notice, COUNTY may immediately suspend or terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; or (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient. COUNTY is not obligated to pay for any Grant Funds related to the performance of any Grant Requirements occurring after the notice and effective date of the suspension or termination. In the event COUNTY suspends or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any Grant Funds already invoiced by GRANTEE prior to the notice of suspension or termination, if those costs and supporting documentation are validated by COUNTY, except that COUNTY shall not be obligated to pay any Grant Funds as or for penalties, early termination fees, charges, time and materials for Grant Requirements not already invoiced.
- H. GRANTEE has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

15. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term or termination of this Agreement do survive such term or termination. Such provisions include but are not limited to: PARTY RELATIONSHIP; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA, SYSTEMS, AND INTELLECTUAL PROPERTY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

16. GRANT MANAGER

Claire Psarouthakis or successor, (“Grant Manager”), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and GRANTEE.

Craig Squires, csquires@ci.minnetrista.mn.us, shall manage the Agreement on behalf of GRANTEE. GRANTEE may replace such person but shall immediately give written notice to COUNTY of the name, phone number and email (if available) of such substitute person and of any other subsequent substitute person.

17. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. GRANTEE shall comply with all applicable law, funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. GRANTEE certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings. GRANTEE shall immediately notify COUNTY if GRANTEE is debarred or suspended during the term of this Agreement.

18. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the addresses given in the opening paragraph of this Agreement. Notice to GRANTEE shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in GRANTEE’s Form W-9 provided to COUNTY.

19. CONFLICT OF INTEREST

GRANTEE affirms that to the best of GRANTEE’s knowledge, GRANTEE’s involvement in this Agreement does not result in a conflict or potential conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to GRANTEE, GRANTEE shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether GRANTEE will or will not resign from the other engagement or representation. A conflict or potential conflict may, in COUNTY’s discretion, be cause for termination of this Agreement.

20. MEDIA OUTREACH

The parties shall cooperatively and collaboratively develop any grant-related marketing which may include but is not limited to: permanent or temporary plaques or signs, news

releases, public announcements, social media posts, video, civic opportunities, logos and community events. GRANTEE shall not unreasonably refuse or withhold participation from any COUNTY initiated marketing project, plan or strategy.

GRANTEE shall provide advance copy of the any independently developed messaging and marketing materials regarding the Grant Requirements or overall project to COUNTY for review and approval. COUNTY may, in its sole discretion, reject any proposed marketing if COUNTY determines the proposed marketing does not reflect the spirit or intent of this Agreement or is otherwise contrary to COUNTY's best interests.

For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through its Public Relations Officer or their designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities, and/or other forms of outreach created by, or on behalf of, GRANTEE: (i) that reference or otherwise use the term "Hennepin County" or any derivative thereof in relation to this Grant Agreement or the Grant Requirements performed hereunder; or (ii) that directly or indirectly relate to, reference, or concern the County of Hennepin, this Agreement, the Grant Requirements performed hereunder, or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

21. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

22. PERSONAL PROPERTY TAX, PROPERTY TAX, AND INCOME TAX

- A. GRANTEE affirms that it and its officers have paid all Hennepin County personal property taxes and property taxes due on all of its Hennepin County properties for taxes owed on or before the date of the execution of this Agreement. If COUNTY finds that property taxes have not been paid by GRANTEE, GRANTEE's owner and GRANTEE's board of directors (if any), COUNTY may refuse to disburse Grant Funds or require the return of all or part of the Grant Funds already disbursed.
- B. GRANTEE acknowledges that Grant Funds may be subject to federal and/or state or local taxes. Except as part of a tax-specific outreach program, COUNTY cannot provide tax advice and encourages GRANTEE to consult with a professional tax advisor.

COUNTY ADMINISTRATOR APPROVAL

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN
STATE OF MINNESOTA

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By:

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Reviewed for COUNTY by:

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GRANTEE

GRANTEE warrants that the person who executed this Agreement is authorized to do so on behalf of GRANTEE as required by applicable articles, bylaws, resolutions or ordinances.*

By:

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*GRANTEE represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

ATTACHMENT A: Scope of Work

Supporting equipment costs for law enforcement agencies is part of COUNTY's activities through an Urban Area Security Initiative grant.

GRANTEE shall purchase a Level III rated ballistic shield, decal, and transport bag ("Grant Requirements").

This purchase of equipment supports GRANTEE with security measure responsibilities for high profile events, critical infrastructure sites and soft target/crowded places during Department of Homeland Security declared alerts or when credible threat intelligence or advisories are received from State and Federal partners such as the Department of Homeland Security, the Minnesota Fusion Center, and the Federal Bureau of Investigation.

ATTACHMENT B: Federal Award Contract Provisions Addendum

This Federal Award Contract Provisions Addendum is attached and incorporated into the foregoing agreement (the “Agreement”).

Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed in the Agreement. Additionally, the term “contract” shall mean the “Agreement”; the terms “contractor”, “Contractor”, and “CONTRACTOR” shall mean the party identified as “CONTRACTOR” or “PROVIDER” in the Agreement; and the terms “APPLICANT” and “COUNTY” shall mean the COUNTY OF HENNEPIN, STATE OF MINNESOTA. Citations included throughout this Addendum are for guidance and not determinative.

The provisions below may be applicable pursuant to (i) applicable federal law, including 2 C.F.R., Part 200, Appendix II (see, especially, 2 C.F.R. §200.327); (ii) COUNTY’s application of federal awards to this transaction; and/or (iii) the nature and cost of the transaction.

In addition to CONTRACTOR’s compliance with applicable provisions, CONTRACTOR shall ensure that its subcontractors or other parties performing on CONTRACTOR’s behalf comply with the applicable provisions and confirm the same with necessary provisions in its subcontracts.

1) Remedies.

The remedy provisions in the Agreement shall apply.

2) Termination For Cause and/or For Convenience.

The termination provisions in the Agreement shall apply.

3) Equal Employment Opportunity.

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,

1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H, of this subsection, in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The APPLICANT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the APPLICANT so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The APPLICANT agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The APPLICANT further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the APPLICANT agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the federal award associated with this Agreement (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred

until satisfactory assurance of future compliance has been received from such APPLICANT; and refer the case to the Department of Justice for appropriate legal proceedings.

4) Davis-Bacon Act.

- A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- C. Additionally, contractors are required to pay wages not less than once a week.

5) Copeland Anti-Kickback Act.

- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as federal agencies awarding funds to COUNTY, which funds are used by COUNTY in association with this Agreement, may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6) Contract Work Hours and Safety Standards Act.

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph A of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.
- C. Withholding for unpaid wages and liquidated damages. The U.S. Department of Homeland Security or such other applicable agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this subsection.

7) Rights to Inventions Made Under a Contract or Agreement.

The parties shall comply with the requirements of 37 CFR Part 401.

8) Clean Air Act and the Federal Water Pollution Control Act.

A. Clean Air Act.

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- (2) The contractor agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the federal agencies awarding funds to COUNTY, which funds are used by COUNTY in association with this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract hereunder that exceeds \$150,000.

B. Federal Water Pollution Control Act.

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the federal agencies awarding funds to COUNTY, which funds are used by COUNTY in association with this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract hereunder that exceeds \$150,000.

9) Debarment and Suspension.

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and

throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10) Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the certification found in APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING.

11) Procurement of Recovered Materials.

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (2) Meeting contract performance requirements; or
 - (3) At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

- A. Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (b) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C. See Public Law 115-232, section 889 for additional information.
- D. See also § 200.471.

13) Domestic preferences for procurements.

- A. Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts and purchase orders for work or products under this contract.
- B. For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14) Partnerships with Faith-Based and Neighborhood Organizations (Executive Order 14015, Feb. 14, 2021; Federal Register, Vol. 89, No. 43)

- A. A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.
- B. A faith-based organization may not use direct Federal financial assistance from Hennepin County and/or the federal government to support or engage in any explicitly religious activities except when consistent with the Establishment Clause and any other applicable requirements. An organization, business, non-profit organization, partnership, limited liability corporation or partnership, corporation, individual, or other entity receiving Federal financial assistance also may not, in providing services funded by Hennepin County and/or the federal government, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
- C. All organizations receiving federal money through Hennepin County to provide social services shall provide the following notice to beneficiaries of the protections listed herein:

Name of Organization:

Name of Program:

Contact Information for Federal Grant Program Office (name, phone number, and email address, if appropriate):

Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:

- (1) We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
- (2) We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that may be offered by our organization, and any participation by you in such activities must be purely voluntary;
- (3) We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance;
- (4) You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the grant program office using the contact information set forth above; and
- (5) If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in our area, please use the contact information set forth above.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity.

ATTACHMENT C: SUBRECIPIENT COMPLIANCE ADDENDUM

SUBRECIPIENT shall comply with the Single Audit Act, OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). SUBRECIPIENT shall maintain a system of internal control over all programs in order to demonstrate compliance with the Single Audit Act, Uniform Guidance and other pertinent laws and regulations. SUBRECIPIENT shall respond to audit findings, questioned costs or other compliance measures issues which may include taking requisite corrective action, executing necessary documents and other requirements.

If SUBRECIPIENT is a nonprofit organization, SUBRECIPIENT's signature on this Agreement assures and certifies it has met federal, state and local requirements regarding SUBRECIPIENT's financial management system.

SUBRECIPIENT is hereby notified of the following Federal Award Identification Information:

1. Subrecipient name (which must match registered name in SAM.gov): City of Minnetrista
2. Subrecipient's UEI number (see 2 CFR Part 25 UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT): P6CVKLAW2MA4
3. Unique Federal Award Identification Number (FAIN): EMW-2023-SS-00009
4. Federal Award Date (see § 200.39 Federal award date): 01/01/2024
5. Subaward Period of Performance Start and End Date: 01/01/2025 – 12/31/2025
6. Amount of Federal Funds Obligated by this action: 8,886.00
7. Total Amount of Federal Funds Obligated to the subrecipient: 8,886.00
8. Total Amount of the Federal Award: 920,049.00
9. Budget Approved by Hennepin County: \$8,886
10. Total Approved Cost Sharing or Matching, when applicable:
11. Federal award project description, as statutory requirements for example Federal Funding Accountability and Transparency Act (FFATA): 2023 (UASI) Urban Area Security Initiative
12. Name of Federal awarding agency, pass-through entity (Hennepin County), and contact information for Hennepin County representative: Department of Homeland Security, Minnesota Department of Public Safety, Hennepin County Emergency Management (Eric Waage) 1600 Prairie Drive, Medina, MN 55340
13. ALN (Assistance Listing Number) and Grant Name; the pass-through entity must identify the dollar amount made available under each Federal award and the ALN at time of disbursement: CFDA/ALN: 97.067 Homeland Security Grant Program – Urban Area Security Initiative
14. Identification of whether the award is R&D: No
R&D means Research and Development. OMB Uniform Grant Guidance defines "Research" as the systematic study directed toward fuller scientific knowledge or understanding of the subject studied. "Development" is defined as the systematic use of knowledge or understanding gained from research.

15. Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs) and: None
16. Identification of whether the award is used as loans or loan guarantees: No

As applicable, SUBRECIPIENT shall confirm in writing that SUBRECIPIENT did not expend \$750,000 or more in total federal funds in a fiscal year. If SUBRECIPIENT expends \$750,000 or more of federal funds in a fiscal year, SUBRECIPIENT shall complete financial and compliance audits in accordance with the Single Audit Act and/or OMB Uniform Grant Guidance, as applicable. SUBRECIPIENT shall cooperate fully in the following:

1. During the term of this Agreement and as necessary after the expiration of this Agreement, to ensure compliance with applicable law, SUBRECIPIENT agrees to provide an annual audit report consistent with the provisions of the Single Audit Act and/or OMB Uniform Grant Guidance in accordance with government auditing standards, as applicable, within nine (9) months after SUBRECIPIENT's fiscal year-end. The cost of an audit is not reimbursable from funds received through this Agreement.
2. SUBRECIPIENT shall provide all information requested by COUNTY and report as directed by COUNTY.

As applicable, SUBRECIPIENT shall maintain property records that include a description of the applicable property, a serial number or other identification number, the source of the property, who holds title, the acquisition date and cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property. SUBRECIPIENT shall make said records available to COUNTY within five (5) business days of COUNTY's written request.

Failure to comply with the above requirements may result in forfeiture of funds. Without limiting any other remedies available at law, COUNTY reserves the right to recover from SUBRECIPIENT the full amount of any funds found to be improperly expended or otherwise disallowed.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS:

The prospective lower tier participant (SUBRECIPIENT) certifies, by submission of this grant contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract.



CITY OF MINNETRISTA

REQUEST FOR CITY COUNCIL ACTION/DISCUSSION

Subject: Item #6a Addition of a Police Officer

Prepared By: Jasper Kruggel, City Administrator and
Craig Squires, Director of Public Safety

Meeting Date: October 6th 2025

Madam Mayor and Council Members,

I was asked to provide input on the proposed addition of a 16th officer to our Department. Much of the reasoning behind this request stems from preparing for the new 2026 Paid Family and Medical Leave legislation, which allows up to 20 weeks of leave for qualifying life events such as serious medical conditions or the birth of a child. Adding staff also helps with recent growth and potential future growth within the City.

Currently, we have one officer on extended leave and are already aware of another who will be taking leave in 2026. With this new law, the potential for multiple extended absences increases. Adding a 16th officer will help ensure continued road coverage during these absences—and when fully staffed, will also allow us to enhance our community presence and safety.

This matter was discussed and approved by the personnel committee.

Please see below for more detailed justification:

1. Increased Community and Officer Safety

With population growth, we must adapt to maintain our commitment to public safety. A 16th officer brings us closer to our goal of 24-hour double coverage, which offers:

Faster Response Times: More available officers means quicker responses to emergencies and calls for service.

Improved Officer Safety: Additional staff helps ensure officers are not responding to high-risk situations alone.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

Greater Community Visibility: Consistent presence deters crime and builds public trust.

Although vacation, sick leave, and training will still impact coverage, this staffing increase will significantly reduce those impacts.

2. Improved Morale and Retention

Officers currently work alone during certain shifts, which affects morale, wellness, and safety. Increased staffing:

- Improves team morale

- Reduces burnout

- Supports long-term retention of skilled officers

This is not just an operational benefit—it's a long-term investment in workforce stability.

3. Coverage for Leave and Overtime Reduction

With extended leave becoming more common due to new legislation, maintaining shift coverage without relying on costly overtime is essential.

- Lower Overtime Costs

- Less Officer Fatigue

- Better Work-Life Balance for Staff

4. Support for Community Events and Court Obligations

Our officers regularly cover events and court-related duties, such as:

- Town festivals

- School sporting events

- Court appearances and subpoenas

- Traffic saturation and safety campaigns

These obligations often pull officers from regular patrol. A larger staff helps ensure road coverage isn't compromised.

5. Enhanced Training Capacity

Several current officers serve as field trainers. With more staff, we can:

- Distribute training duties more evenly

- Expand in-house training such as MILO and drone operations

- Reduce disruptions to patrol during training periods

6. Support for Investigations and Follow-Up

Investigations are increasingly complex, requiring:

- Digital evidence collection

- Added subpoenas and warrants

Patrol officers are taking on more of these tasks. Additional staff enables us to manage this workload without delaying response to active calls.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

7. Proactive Planning for Growth

Given the time it takes to recruit, screen, and train an officer, we must plan ahead. Proactive staffing ensures we stay ahead of demand instead of playing catch-up.

8. Budget Considerations

The projected cost for a 16th officer is approximately \$140,000 (+/- 10%), depending on experience. If a good candidate is found, Fund Balance would be used. In addition to wages, a new position will lead to increased costs associated with uniforms, training, and fuel. Other officers will also receive a small temporary increase in wages for the time spent as a field training officer (FTO) for the new officer.

Our current vehicle fleet can support the new officer, so no additional squad purchase is needed at this time. However, we may see faster mileage accumulation, potentially requiring earlier replacement of existing vehicles.

In Summary

Adding a 16th officer is a strategic step that aligns with both the operational needs of the department and the growing expectations of our community. It ensures continuity of service during extended leaves, improves morale and safety, and prepares us for future demands.

Recommended City Council Action: Motion to approve addition of a 16th Police Officer

Does Recommended Action meet City Mission Statement? ☒ Yes ☐ No

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

Does Recommended Action meet City Goals/Priorities? ☒ Yes ☐ No
Explain:

Mission Statement:
The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

**CITY OF MINNETRISTA****REQUEST FOR CITY COUNCIL ACTION/DISCUSSION**

Subject: Work Out on Duty Policy

Prepared By: Craig Squires, Director of Public Safety

Meeting Date: October 6th, 2025

The Minnetrista Public Safety Department added a gym to its facility to improve physical fitness among staff. Currently most patrol shifts are 12 hours long, which makes finding time to work out before or after a shift more difficult. Staff have inquired about working out in the Department gym during their shifts. This workout would replace normal paid breaks, so staff would not be gaining any additional break time. It would be the choice of the officer if they wished to take a break or use time to work-out or do a combination of both within their allowed break time.

Several area Departments already have a policy allowing staff to use fitness equipment during assigned shifts. The policy created by the Minnetrista Public Safety Department is a hybrid of area policies.

This workout policy prioritizes the officer's primary responsibilities, ensuring that fitness activities do not interfere with a police officer's primary duties (i.e. emergency responses, investigations, public education, training, and other responsibilities).

The policy requires all pending work to be completed before working out. Some examples of pending work include any calls on hold, reports, and evidence processing.

At least two officers must be working and only one can use gym equipment at a time while wearing most of their uniform.

If three officers are working, one officer can use gym equipment out of uniform.

At all times the officers are subject to calls and are required to monitor their radios.

This policy was reviewed by Kennedy and Graven Law Firm.

This policy was also reviewed in a City personnel committee meeting with legal council present for questions.

Some benefits to increasing the ability for staff to work out include:

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

Improved Physical and Mental Fitness, Improved Officer Safety, Reduced Risk of Injury, Enhanced Performance, Reduced Sick Days, Better Command Presence, Long-term Health Benefits, and Stress Reduction.

Implementing workout on duty policies can be a win-win for both the officers and the Department, fostering a culture of health and wellness.

Recommended City Council Action: Allow working out on duty per this policy.

Does Recommended Action meet City Mission Statement? ☒ Yes ☐ No
Does Recommended Action meet City Goals/Priorities? ☒ Yes ☐ No

Explain:

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

CITY OF MINNETRISTA
USE OF PUBLIC SAFETY DEPARTMENT EXERCISE EQUIPMENT
VOLUNTARY WAIVER AND RELEASE OF LIABILITY

I understand that the use of exercise equipment and facilities located at the Minnetrista public safety department building is potentially dangerous and I choose to participate and use such facilities at my own risk. I understand that such activities can result in personal injury, disability, or damage or loss of personal property. In consideration for using the exercise equipment and facilities, I agree as follows:

1. My participation is completely voluntary. I understand that I will receive no compensation for time spent using the exercise equipment and facilities while I am off-duty. My use of the exercise equipment and facilities is voluntary, and I will use the exercise equipment and facilities as a personal pursuit. My use of the exercise equipment and facilities is not to be considered a condition of my employment.
2. I acknowledge that the activity is not an essential service provided by the city of Minnetrista and that use of the equipment and facilities is limited to employees only.
3. I will not use the exercise equipment or facilities while under the influence of alcohol or any other intoxicating or mood altering drug.
4. I understand that use of the exercise equipment and facilities has certain risks. I understand that these risks, known or unknown, anticipated or unanticipated, may result in injury, death, illness, disease or damage to myself or my property, or to other persons and their property. I understand that any on-duty or off-duty injury related to my use of the exercise equipment and facilities may not be covered by workers' compensation.
5. I assume all risks in connection with this activity and waive any right to make claims or bring actions against the city or any of its officers, employees or agents for any injuries or damages to me or my property related to the alleged negligence of the city or any of its officers, employees or agents. This waiver does not apply to any injuries or damages that are the result of any willful, wanton, or intentional misconduct by the City. This waiver also does not apply to any workers' compensation claim.
6. I agree to hold harmless and indemnify the city and its officers, employees and agents, from any and all claims or actions for injury, or damages to myself and any third party, resulting from my use of the exercise equipment or facilities.
7. I understand that entering into this agreement results in my giving up certain legal rights. I am aware of those rights and am signing this agreement of my own free will.
8. The terms of this agreement shall serve as a release and assumption of risk and shall be binding on myself, my heirs, executor, administrator, and/or personal representative.
9. I have read, understand and agree to the statements in this document.

Signature of Employee

Date



Minnetrista Public Safety Department

Workout On Duty Policy

INTRODUCTION:

The expectation of the Minnetrista Public Safety Department and the community is that police officers that are sworn to offer extraordinary protection and superior service are physically and mentally fit to perform this goal. The Minnetrista Public Safety Department offers a voluntary health and fitness program that incorporates regular exercise, stress management and the overall choice of a healthy lifestyle along with the mandated mental health consultations.

PURPOSE:

To encourage officers and full-time staff to participate in the established fitness program, maintaining a healthy lifestyle which will produce a direct correlation to improved service to our communities. The benefits of maintaining high levels of physical fitness are plentiful; improved capability to perform specific physical tasks, improved ability to mobilize the body efficiently, improved tolerance to fatigue, improved employee morale, reduced risk during physical tasks, better psychological preparation, reduction in sick time, improved productivity, improved performance, improved abilities off-duty, and increased longevity after retirement.

POLICY:

It is the policy of the Minnetrista Public Safety Department to provide superior protection and service by reducing crime and enhancing the quality of life expected by our community. The Minnetrista Public Safety Department recognizes that law enforcement duties often expose employees to both routine and acute stress and highly stressful situations that cannot be resolved through regular coping mechanisms and have the potential to cause various forms of short or long-term emotional trauma. The Minnetrista Public Safety Department encourages officers to maintain a high standard of physical fitness and officers are afforded the opportunity to utilize a workout facility in order to improve and maintain their physical abilities.

PROCEDURE:

The Minnetrista Public Safety Department has developed a voluntary on-duty physical fitness program, whereas officers have the opportunity depending on workload and staffing to exercise during their shift. Officers are also encouraged to continue with a fitness regimen on days off. The following points will explain how an officer can take advantage of the program.

a. PARTICIPATION WAIVER: Officers are required to complete a liability waiver that has been vetted by our City Attorney.

b. FITNESS CENTER RULES ON-DUTY: The following rules must be adhered to with the possibility of revocation if found that an officer is abusing the privilege.

1. When the required criteria are met, staff are allowed to exercise in lieu of their paid allotted meal and break periods not to exceed a period of time greater than 60 minutes. This time is to include the doffing and donning of their uniform and/or the use of the showering facility. Staff choosing to use meal periods and breaks to exercise will forfeit that time and do not receive additional meal periods or breaks that day.

2. Uniformed Patrol Officers only one licensed officer is allowed to exercise for 60 minutes out of uniform during their scheduled shift while there are 3 or more uniformed officers logged on and working. While there are 2 officers working, one officer is allowed to work out with uniform on allowing them to rapidly respond to a call if necessary. Non-licensed full-time staff are allowed to exercise for 60 minutes out of uniform when there is another employee with the same title currently working and able to handle that title's duties. Non-patrol assigned licensed officers are allowed to exercise up to 60 minutes out of uniform.

- a. All on-duty workout time is to include the doffing and donning of their uniform/non-uniform clothing and/or use of the showers.

3. Officers are required to monitor their portable radios. Sergeants and other officers are responsible for monitoring and coordinating exercise times for their shift. Officers are required to return to their patrol duties if advised by their sergeant or other on-duty officers. Officers are expected to use common sense regarding street coverage prior to and during their exercise period.

- a. The officer is still subject to calls. The employee is only authorized to work out on duty when they have completed all assigned work.

c. If officers are on duty, they must be logged onto duty and place themselves out of service, even if working out at the beginning or ending of shift. All paperwork must be completed prior to putting themselves out of service and there should not be any calls in pending.

1. The on-duty supervisor or staff will grant fitness/workout time during shifts as fairly and equitably as possible.

- a. Staff's on-duty shift duration that day must be at least 8 consecutive hours.

2. Staff must conduct their on-duty workouts within the Minnetrista Public Safety Department to ensure the ability to quickly transition and respond to calls as needed.

- a. Officers are expected to replace equipment on the designated racks or positions. No weight discs are to be left on the equipment.
3. Police Department employees may be denied on duty work out time if satisfactory job performance standards are not met.
- d. FITNESS CENTER RULES OFF-DUTY: The following rules apply to officers who are using the center in off-duty hours.
 1. Minnetrista Public Safety Department employees are allowed to use the facility at any hour during their off-duty time.
 2. Officers are expected to replace equipment on the designated racks or positions. No weight discs are to be left on the equipment.

CONCLUSION:

The Minnetrista Public Safety Department possesses the lofty responsibility to offer our citizens exceptional service by hiring, training and maintaining officers who are physically and mentally fit to perform the tasks expected by the mandates of our policies and the community. This policy creates the conduit for our staff to be successful in this expectation and provides the resources to best care for our most important department asset; our personnel. However; physical fitness activities cannot interfere with primary job duties (i.e. emergency responses, investigations, public education, training activities, other responsibilities), nor should physical fitness activities delay public service in any way. The Minnetrista Public Safety Department reserves the right to prohibit any physical fitness activity which, in its sole discretion, presents greater risks than benefits.

Participation in the on-duty fitness program may be revoked or suspended by the Chief of Police or designee should an employee be found to not be following the above requirements, found not to be utilizing the time for physical fitness or preparing to return to duty, and/or abusing any of the equipment. The time of revocation or suspension will be determined by the Chief of Police.

INSERT WAIVER OF LIABILITY AND RELEASE ON NEW PAGE

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM 6c

Subject: Accept Bids and Award Contract for the Construction of the Woodland Cove Water Treatment Facility, City Project 06-25

Prepared By: Gary Peters, Public Works Director

Meeting Date: October 6, 2025

Issue:

The City received and opened bids for the Water Treatment Facilities Project, City Project 06-25. A resolution accepting bids and awarding the contract for this project is provided for Council consideration of approval.

Background/History:

On June 17, 2024, the City Council approved AE2S Task Order #11 for professional consulting services for the design and bidding of the new water treatment plant in Woodland Cove.

Overview:

On September 25, 2025, the City received and opened three (3) bids for the project. AE2S has provided a recommendation for award letter and a signed bid tab for inclusion and consideration of award.

The three bids received for the Water Treatment Facility construction project included a base bid cost for the facility, along with Alternate 1 (a deduct for the removal of the 750,000-gallon clearwell storage tank), and Alternate 2 (an adder for architectural treatment modification). City staff is not recommending Alternate 1. Constructing the clearwell storage tank at this time will push the need for constructing a new water tower further into the future. The cost of that new water tower could be as much as \$5 million. It will also make taking the Kings Point Tower offline for rehab possible.

City staff was contacted by residents living near the new WTP site with concerns about the building exterior esthetics and visibility. They also attend council meetings to emphasize this point. To accommodate this, the excavated soil will remain on site and be used to construct a large berm for visual obstruction. Staff recommends awarding the contract with Alternate 2 bid item. This item is for the architectural treatment modifications to the building's exterior. Attached are the renderings showing the difference in appearance between the WTP as built with the base bid, and the WTP as built with Alternate 2. Staff feels that the Alternate 2 facility is more visually attractive, will be a better fit in the neighborhood, and gives the City a building they can be proud of. Alternate 2 would add a principal payment of \$21,332.00 per year, or roughly \$1,778.00 per month (amortization schedule attached).

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

The base bids range from \$21,329,000.00 to \$24,730,000.00. The Engineers base bid opinion of construction cost was \$20,000,000.00. The overall results were as follows:

Contractor	Base Bid	Alternate 1	Alternate 2
Magney Construction, Inc.	\$21,329,000.00	-\$1,655,000.00	\$281,000.00
Rice Lake Construction Group	\$22,497,000.00	-\$1,700,000.00	\$375,000.00
Market & Johnson, Inc.	\$24,730,000.00	-\$2,065,000.00	\$220,000.00

Fiscal Impact:

The lowest bid received was from Magney Construction, Inc., with their low base bid of \$21,329,000.00. AE2S and City staff recommend awarding the contract without the Alternate 1 bid item but including the Alternate 2 bid item.

The Water Treatment Facility costs are to be funded through bonding. The project total of \$21,329,000.00 includes the base bid without alternates, as well as lump sum and unit price contract items. Project total with Alternate 2 would be \$21,610,000.00. Both would have a 5% contingency added on.

Recommended City Council Action:

Motion #1 – Base Bid only:

Staff recommends a Motion to Approve Resolution No. 85-25 to accept bids and award a contract for the construction of the Woodland Cove Water Treatment Facility (City Project 06-25) to Magney Construction, Inc. for their low base bid of \$21,329,000.00 without Alternate 1 and Alternate 2.

Motion #2 – Base Bid with Alternate 2:

Staff recommends a Motion to Approve Resolution No. 86-25 to accept bids and award a contract for the construction of the Woodland Cove Water Treatment Facility (City Project 06-25) to Magney Construction, Inc. for their low base bid of \$21,329,000.00 plus the addition of Alternate 2 at \$281,000.00 for a total project cost of \$21,610,000.00.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

Minnetrista Woodland Cove Water Treatment Plant Project

City of Minnetrista

Minnetrista, MN

AE2S Project No. P05355-2023-002

Bid Opening Time 2:00 PM CDT Date Thursday, September 25, 2025

Contractor	Download/Acknowledge Addenda 1-4	5% Bid Bond	00 41 00 Bid Form (Add #2) - no prices	00 43 29 Responsible Contractor Verification	00 45 13 Bidder Qualifications Form	00 45 19 Non-Collusion Affidavit	MN Contractor's License or Renewal	vBid Worksheet	Contract No. 1 Base Bid	Alternate 1 (Deduct) Removal of WTP Clearwell Storage Tank	Alternate 2 (Adder) Architectural Treatment Modification
1 Magney Construction, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	\$21,329,000.00	-\$1,655,000.00	\$281,000.00
2 Rice Lake Construction Group	✓	✓	✓	✓	✓	✓	✓	✓	\$22,497,000.00	-\$1,700,000.00	\$375,000.00
3 Market and Johnson, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	\$24,730,000.00	-\$2,065,000.00	\$220,000.00
Engineer's Estimate									\$20,000,000.00	-\$1,000,000.00	\$103,000.00



Aaron Vollmer, PE

Advanced Engineering and Environmental Services, LLC
 Water Tower Place Business Center
 6901 E Fish Lake Rd, Suite 184
 Maple Grove, MN 55369
 Tel: 763-763-5036

Alternate 2 Dollar Amount - \$281,000.00

Bond Term - 20 years

Interest rate used - 4.5%

Amortization schedule

Year	Interest	Principal	Yearly Payment	Ending Balance
1	\$12,463.55	\$8,869.38	\$21,332.93	\$272,130.62
2	\$12,056.09	\$9,276.84	\$21,332.93	\$262,853.77
3	\$11,629.92	\$9,703.02	\$21,332.94	\$253,150.75
4	\$11,184.16	\$10,148.77	\$21,332.93	\$243,001.98
5	\$10,717.93	\$10,615.01	\$21,332.94	\$232,386.97
6	\$10,230.28	\$11,102.66	\$21,332.94	\$221,284.31
7	\$9,720.22	\$11,612.71	\$21,332.93	\$209,671.60
8	\$9,186.74	\$12,146.20	\$21,332.94	\$197,525.40
9	\$8,628.74	\$12,704.19	\$21,332.93	\$184,821.21
10	\$8,045.12	\$13,287.82	\$21,332.94	\$171,533.39
11	\$7,434.68	\$13,898.26	\$21,332.94	\$157,635.13
12	\$6,796.19	\$14,536.75	\$21,332.94	\$143,098.38
13	\$6,128.38	\$15,204.56	\$21,332.94	\$127,893.82
14	\$5,429.88	\$15,903.06	\$21,332.94	\$111,990.77
15	\$4,699.30	\$16,633.64	\$21,332.94	\$95,357.13
16	\$3,935.15	\$17,397.79	\$21,332.94	\$77,959.34
17	\$3,135.90	\$18,197.04	\$21,332.94	\$59,762.30
18	\$2,299.93	\$19,033.01	\$21,332.94	\$40,729.30
19	\$1,425.56	\$19,907.38	\$21,332.94	\$20,821.92
20	\$511.02	\$20,821.92	\$21,332.94	\$0.00

\$21,332.94 per year - \$1,777.74 per month

October 1, 2025

City of Minnetrista
Gary Peters
Public Works Director
7701 County Road 110W
Minnetrista, MN 55364

Re: Recommendation for Notice of Award – Minnetrista Woodland Cove WTP Project

Pursuant to the authority of the City Council and following proper legal advertisement, bids for the Woodland Cove Water Treatment Plant (WTP) Project were opened on Thursday, September 25, 2025, at 2:00 P.M. via Microsoft Teams. A total of three (3) sealed bids were received. All bids were completed in accordance with the project requirements and publicly opened and read aloud.

Project Description

The project generally consists of the following major components:

- Construction of a new 3.0 MGD Water Treatment Plant, including all associated site work, mechanical, and electrical systems.
- Final site grading and landscaping.
- Installation of piping and appurtenances to connect new Well No. 8 and Well No. 9.

Bid Evaluation and Recommendation

A detailed bid tabulation is attached, comparing the bids received to the Engineer's Opinion of Probable Cost. Based on our review, Advanced Engineering and Environmental Services, Inc. (AE2S) recommends that the City of Minnetrista award the construction contract to Magney Construction, Inc. of Chanhassen, Minnesota, for the base bid amount of **\$21,329,000**. The bid is within a reasonable range of the engineer's estimate and is considered responsive and responsible.

Alternate Bid Items

Two alternate bid items were included with Magney's bid submission:

- **Alternate No. 1:** Deduct \$1,655,000 for removal of the portion of the buried clearwell located outside of the building.
- **Alternate No. 2:** Add \$281,000 for architectural treatment modifications to enhance the building exterior.

AE2S has reviewed the alternate bid pricing and finds both cost proposals to be reasonable. However, AE2S does **not recommend acceptance of Alternate No. 1**. The potential cost savings associated with removing the external clearwell do not justify the long-term expense of providing additional elevated storage in the future.

City of Minnetrista
Recommendation for Notice of Award
Minnetrista Woodland Cove WTP Project
Page 2 of 2

Conversely, AE2S **recommends acceptance of Alternate No. 2.** The added cost for architectural enhancements is minimal relative to the overall project cost and will result in a more aesthetically pleasing facility consistent with community expectations.

In summary, AE2S recommends the City of Minnetrista award the Woodland Cove WTP Project to Magney Construction, Inc. for a total contract value of **\$21,610,000.**

AE2S truly appreciates the opportunity to continue working with you on this very important project for the City of Minnetrista. Should you have any questions or comments please feel free to contact me.

Sincerely,
AE2S



Aaron Vollmer, PE
Project Manager

Attachments:
Signed Bid Tabulation

Exterior Renderings



Front



Front



West



West



South



South



East



East

RESOLUTION NO. 85-25

**RESOLUTION TO ACCEPT BIDS AND AWARD A CONTRACT FOR THE
CONSTRUCTION OF THE WOODLAND COVE WATER TREATMENT FACILITY
TO MAGNEY CONSTRUCTION, INC.
BASE BID WITHOUT ALTERNATE 1 AND ALTERNATE 2
(CITY PROJECT NO. 06-25)**

WHEREAS, the City Council of Minnetrista previously directed the AE2S to design and advertise for bids for the Woodland Cove Water Treatment Facility improvement project, City Project 06-25, and

WHEREAS, bids were publicly received and opened on September 25, 2025.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, as follows:

1. All bids for the construction of the Woodland Cove Water Treatment Facility (City Project 06-25) have been received and are tabulated on the attached summary.
2. The base bid **without** Alternate 1 and **without** Alternate 2 from Magney Construction, Inc. in the amount of \$21,329,000.00, for the construction of said improvements, is in accordance with the plans and specifications and advertisement for bids and is the lowest responsible bid.
3. The Mayor and Clerk are hereby authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Minnetrista.
4. The City Clerk is hereby authorized and directed to return forthwith to all bidders any deposits made with their bids, except that the deposit of the successful bidder and the next two lowest bidders shall be retained until a contract has been executed.

This resolution was adopted by the City Council of the City of Minnetrista on the 6th day of October 2025, by a vote of _____ Ayes and _____ Nays.

Mayor Lisa Whalen

ATTEST:

Ann Meyerhoff, City Clerk

RESOLUTION NO. 86-25

**RESOLUTION TO ACCEPT BIDS AND AWARD A CONTRACT FOR THE
CONSTRUCTION OF THE WOODLAND COVE WATER TREATMENT FACILITY
TO MAGNEY CONSTRUCTION, INC.
BASE BID WITHOUT ALTERNATE 1 AND WITH ALTERNATE 2
(CITY PROJECT NO. 06-25)**

WHEREAS, the City Council of Minnetrista previously directed the AE2S to design and advertise for bids for the Woodland Cove Water Treatment Facility improvement project, City Project 06-25, and

WHEREAS, bids were publicly received and opened on September 25, 2025.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, as follows:

1. All bids for the construction of the Woodland Cove Water Treatment Facility (City Project 06-25) have been received and are tabulated on the attached summary.
2. The base bid **without** Alternate 1 and **with** Alternate 2 from Magney Construction, Inc. in the amount of \$21,610,000.00, for the construction of said improvements, is in accordance with the plans and specifications and advertisement for bids and is the lowest responsible bid.
3. The Mayor and Clerk are hereby authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Minnetrista.
4. The City Clerk is hereby authorized and directed to return forthwith to all bidders any deposits made with their bids, except that the deposit of the successful bidder and the next two lowest bidders shall be retained until a contract has been executed.

This resolution was adopted by the City Council of the City of Minnetrista on the 6th day of October 2025, by a vote of _____ Ayes and _____ Nays.

Mayor Lisa Whalen

ATTEST:

Ann Meyerhoff, City Clerk



CITY OF MINNETRISTA

REQUEST FOR CITY COUNCIL ACTION/DISCUSSION

Subject: Calling for Public Hearing on Street Reconstruction Bonds

Prepared By: Brian Grimm, Finance Director

Meeting Date: October 6, 2025

In conjunction with our scheduled 2026 road projects a street reconstruction plan is required for the issuance of the 2026 bonds under chapter 475. This is in addition to the chapter 429 process we are following regarding bonds issued with special assessments.

Please see the timeline below and then the attached resolution setting the Public Hearing for November 3, 2025 at 6:30 pm:

October 6, 2025 - City Council adopts Resolution calling for public hearing on the preliminary issuance of Bonds and on the Street Reconstruction Finance Plan (SRP) to be held on November 3, 2025.

October 7 or October 14, 2025 - Close date to get Notice of Public Hearing on preliminary issuance of Bonds and on SRP to Laker-Pioneer (ECM group) for publication

October 11 or October 18, 2025 - Date of publication of Notice of Public Hearing on preliminary issuance of Bonds and on SRP (publication no more than 28 days and no less than 10 days prior to hearing date).

November 3, 2025 - City Council holds Public Hearing at 6:30pm on Bonds and on SRP and adopts Resolution giving preliminary approval for their issuance and approving the SRP by at least a 2/3rds majority vote of the City Council membership present.

Recommended City Council Action: Resolution approving selecting November 3, 2025 at 6:30 pm.as the Public Hearing date for discussion on the street reconstruction plan for the 2026 Street Reconstruction Bonds

Does Recommended Action meet City Mission Statement? x Yes No

Does Recommended Action meet City Goals/Priorities? x Yes No

Explain: This item is to set a date for Public Hearing on the above item

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

CITY OF MINNETRISTA, MINNESOTA

RESOLUTION NO. 87-25

**RESOLUTION CALLING A PUBLIC HEARING RELATING TO
THE ADOPTION OF A STREET RECONSTRUCTION PLAN AND
THE ISSUANCE OF BONDS THEREUNDER AND TAKING
OTHER ACTIONS IN CONNECTION THEREWITH**

BE IT RESOLVED by the City Council of the City of Minnetrista, Minnesota (the “City”) as follows:

Section 1. Background.

1.01. The City is authorized under Minnesota Statutes, Section 475.58, subdivision 3b, as amended (the “Act”), to prepare a plan for reconstruction and overlay of streets in the City over the next five years, including a description of the affected streets and estimated costs (the “Plan”), and to issue general obligation bonds to finance the cost of street reconstruction and overlay activities described in the Plan.

1.02. Under the Act, the City is required to hold a public hearing regarding the Plan and issuance of the bonds.

1.03. The City Council has determined to prepare a Plan for the City and to issue general obligation bonds (the “Street Reconstruction Bonds”) in a principal amount not to exceed \$3,450,000, plus any premium received, to finance certain street reconstruction and overlay activities in the City (the “Street Reconstruction”).

Section 2. Plan Authorized; Hearing Scheduled.

2.01. The City hereby authorizes its staff and consultants to prepare a Plan for reconstruction and overlay of City streets, or any portion thereof designated by City staff, and to place a copy of the Plan on file with the City Clerk by no later than the date of publication of the public hearing notice.

2.02. The City Council will hold a public hearing regarding the Plan and issuance of the Street Reconstruction Bonds on Monday, November 3, 2025, at City Hall. The City Clerk is authorized and directed to publish a notice substantially in the form attached hereto as EXHIBIT A in the official newspaper of the City at least 10 days but not more than 28 days prior to the date of the hearing.

2.03. City staff and consultants are authorized to take all other actions needed to bring the Plan and issuance of the Street Reconstruction Bonds before the City Council.

Section 3. Declaration of Official Intent to Reimburse Expenditures.

3.01. The Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the “Reimbursement Regulations”) providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; the City expects to incur certain expenditures with respect to projects that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of tax-exempt bonds.

3.02. The City has determined to make a declaration of official intent (the “Declaration”) to reimburse certain costs with respect to the Street Reconstruction up to the principal amount of the Street Reconstruction Bonds from proceeds of the Street Reconstruction Bonds in accordance with the Reimbursement Regulations.

3.03. All reimbursed expenditures will be capital expenditures, costs of issuance of the Street Reconstruction Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

3.04. This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of the Street Reconstruction Bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of \$100,000 or five percent (5%) of the proceeds of an issue; or (c) “preliminary expenditures” up to an amount not in excess of twenty percent (20%) of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term “preliminary expenditures” includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

3.05. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Street Reconstruction and the principal amount of the Street Reconstruction Bonds described herein are consistent with the City’s budgetary and financial circumstances. No sources other than proceeds of the Bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City’s budget or financial policies to pay such expenditures.

3.06. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

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Adopted by the City Council of the City of Minnetrista, Minnesota this 6th day of October, 2025, by a vote of _____ ayes and _____ nays.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk

EXHIBIT A

FORM OF NOTICE OF PUBLIC HEARING

CITY OF MINNETRISTA, MINNESOTA

**NOTICE OF PUBLIC HEARING REGARDING A STREET RECONSTRUCTION PLAN AND
THE ISSUANCE OF BONDS THEREUNDER**

NOTICE IS HEREBY GIVEN that the City Council of the City of Minnetrista, Minnesota (the “City”), will hold a public hearing on Monday, November 3, 2025, at or after 6:30 p.m. at City Hall, located at 7701 County Road 110 West in the City, relating to a proposal concerning (1) the adoption of a five-year street reconstruction and overlay plan (the “Plan”); and (2) the issuance of general obligation bonds (the “Bonds”) under the Plan to finance the reconstruction and overlay of certain streets in the City, all pursuant to Minnesota Statutes, Section 475.58, subdivision 3b, as amended. The Bonds will be issued in a principal amount not to exceed \$3,450,000, plus any premium received, and may be issued in one or more series. A draft copy of the Plan is on file with the City Clerk and is available for public inspection at City Hall during regular business hours.

If a petition requesting a vote on the issuance of the Bonds, signed by voters equal to 5 percent of the votes cast in the last City general election, is filed with the City Clerk within 30 days after the public hearing, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Clerk, at or prior to said public hearing.

Dated: [Date of Publication]

BY ORDER OF THE CITY COUNCIL OF THE
CITY OF MINNETRISTA, MINNESOTA

/s/ Ann Meyerhoff
City Clerk
City of Minnetrista, Minnesota



CITY OF MINNETRISTA

REQUEST FOR CITY COUNCIL ACTION

Subject: Install Four Way Stop at Lotus Drive and Sunset Lane/Wolfberry Curve

Prepared By: Alyson Fauske, PE (MN), City Engineer

Meeting Date: February 5, 2025

Attachments: Signage Plan, Resolution

Issue: Should the City install a 4-way stop at the intersection of Lotus Drive and Sunset Lane/Wolfberry Curve?

Overview

Over the past month staff has received several complaints about the sight lines and the intersection and vehicle speeds at this intersection.

Staff worked with the property owner in the northwest corner of the intersection to get vegetation cut down.

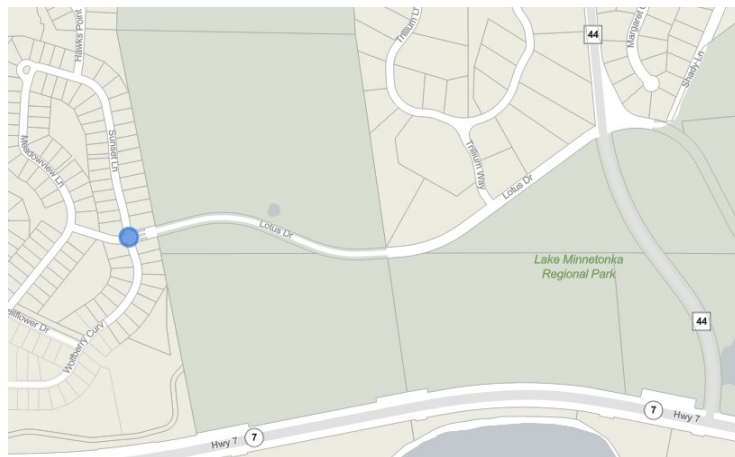


Figure 1. Location of proposed four-way stop

Additionally, a traffic engineer looked at the intersection and recommended a four-way stop condition. This recommendation is due to the sight line issues with the entry monuments on Lotus Drive. The landscape plan for this phase of the development only shows an entry monument in the island on Lotus Drive.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.



Figure 2. Entry monuments on Lotus Drive (looking west)

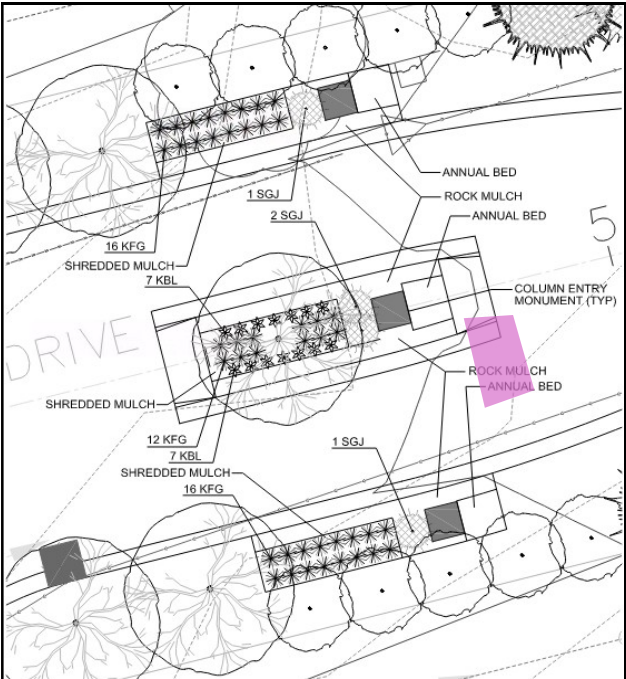


Figure 3. Woodland Cove 5th Landscaping Plan

There are stop signs at Sunset Lane and Wolfberry Curve, so additional signage would be required as shown on the attachment.

Fiscal Impact:

The cost for the signs is \$500.59. This does not include the public works staff time to place the signs.

Recommended City Council Action: Staff recommends approval of Resolution 88-25 authorizing the installation of a four-way stop at the intersection of Lotus Trail and Sunset Lane / Wolfberry Curve.

Does Recommended Action meet City Mission Statement?

☒ Yes ☐ No

Does Recommended Action meet City Goals/Priorities?

☒ Yes ☐ No

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.



 City Boundary
 Address Labels
 Parcels



1 in = 58 Ft



October 1, 2025

Map Powered By



RESOLUTION NO. 88-25
CITY OF MINNETRISTA
HENNEPIN COUNTY, MINNESOTA

**A RESOLUTION AUTHORIZING THE INSTALLATION OF A FOUR-WAY STOP AT
THE INTERSECTION OF LOTUS DRIVE AND SUNSET LANE / WOLFBERRY
CURVE**

WHEREAS, a traffic engineer reviewed the conditions at the intersection of Lotus Drive and Sunset Lane / Wolfberry Curve and recommended that a four-way stop be installed due to sight distance issues.

NOW THEREFORE, BE IT RESOLVED by the City Council of Minnetrista that Public Works shall install a four-way stop at this intersection.

This resolution was adopted by the City Council of the City of Minnetrista on the 6th day of October, 2025, by a vote of _____ Ayes and _____ Nays.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk