



CITY COUNCIL WORK SESSION AGENDA

September 15, 2025 at 5:00 PM

7701 County Road 110 West Minnetrista, MN 55364

1) CALL TO ORDER

2) DISCUSSION ITEMS

- a)** Building Inspection Cooperation Agreement
- b)** Hardscrabble Settlement Agreement Update
- c)** St Bonifacius Fire Pension Increase Request
- d)** Drainage Issue Update
- e)** Tobacco Moratorium Ordinance Update

3) 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 OF MINNETRISTA

WORK SESSION AGENDA ITEM



Subject: Building Inspection Reciprocal Services Agreement

Prepared By: Jasper Kruggel, City Administrator
David Abel, Community Development Director

Meeting Date: September 15, 2025

Issue: The City of Minnetrista and the City of Victoria have both expressed interest at a staff level to renew a previously used reciprocal services agreement between the two cities related to building inspection services and plan review, and staff seek direction on how to proceed from City Council.

Overview: The cities of Minnetrista and Victoria previously engaged in a reciprocal services agreement for building inspection services and plan review as recently as 2015. Staff are seeking input from City Council on renewing this agreement with updated numbers for fees based on current staff cost.

Staff are anticipating a reduction in revenue from new home permits in 2026, and this agreement may allow some of Minnetrista’s staff to be utilized in Victoria as needed. This could potentially result in additional revenue based on our current preliminary revenue estimates for 2026. Also, the reciprocal services agreement developed in 2015 helps with unforeseen coverage issues that may arise in small departments like ours.

The 2015 agreement has been attached for your review.

Recommended City Council Action: Staff are recommending proceeding with updating the 2015 agreement, circulating with the City of Victoria, and bringing a refined agreement back to City Council for future consideration.

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. 15-13

A RESOLUTION APPROVING BUILDING INSPECTION RECIPROCAL SERVICES AGREEMENT WITH THE CITY OF MINNETRISTA

WHEREAS, the City of Victoria is an authorized and empowered community to provide building inspection services as a means of ensuring proper health, welfare, and safety for its residents, businesses, and property owners within the community;

WHEREAS, the City of Minnetrista also provides building inspection services within its jurisdictional boundaries;

WHEREAS, both communities desire to enter into a joint agreement for reciprocal building inspection services that could be activated as necessary by either community depending upon an individual community's building inspection needs;

WHEREAS, the Building Inspection Reciprocal Services Agreement outlines the scope of services, fees, general terms and conditions and provides exhibits specifying certain terms of the agreement in greater detail that are viewed to mutually benefit each community;

NOW, THEREFORE, BE IT RESOLVED, that the Victoria City Council approves the Building Inspection Reciprocal Services Agreement with the City of Minnetrista and considers said agreement

Adopted this 23rd day of March, 2015 by the Victoria City Council.

Tom O'Connor, Mayor _____ AYE

Lani Basa _____ AYE

Jim Crowley _____ AYE

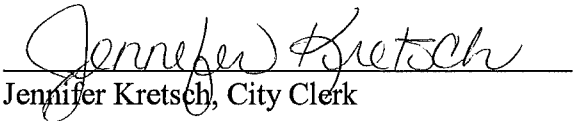
Joe Pavelko _____ AYE

Tom Strigel _____ AYE

ATTEST:



Tom O'Connor, Mayor



Jennifer Kretsch, City Clerk

CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of the City of Victoria, hereby certifies the foregoing Resolution No. 15-13 is a true and correct copy of a resolution presented to and adopted by the Council of the City of Victoria at a duly authorized meeting thereof held on the 23rd day of March, 2015 as shown by the minutes of the aforesaid meeting in possession of the undersigned.



Jennifer Kretsch, City Clerk

(Seal)

Building Inspection Reciprocal Services Agreement

This Agreement (the "Agreement") is made as of March 24, 2015, by and between the city of Minnetrista, a Minnesota municipal corporation ("Minnetrista") and the city of Victoria, a Minnesota municipal corporation ("Victoria").

Recitals

- A. Both Minnetrista and Victoria are authorized and empowered to provide for building inspection services to ensure the public health, welfare and safety are provided to residents, businesses, and property owners of their respective communities.
- B. Due to the limited staffing of each city's building inspections department, both Minnetrista and Victoria have concluded that the public's interest will be best served if the two cities contract with one another to assist with the provision of building inspection services on an as needed and reciprocal basis.
- C. Minnetrista and Victoria both currently have their own employees performing building inspections.
- D. The parties desire to enter into an agreement setting forth the terms by which each city will provide the other with reciprocal building inspection services on an as needed basis.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties hereto agree as follows:

1. SCOPE OF SERVICES

- 1.1 This Agreement shall become effective on March 24, 2015, or upon approval and signature of both parties, whichever date is later.
- 1.2 Each city agrees to provide building inspection services to the other as set forth in Attachment 1 to this Agreement ("Services") on an as needed basis. All employees providing Services to either city shall be certified as a building inspector in accordance with applicable laws and regulations.
- 1.3 Each city shall designate its own building official as provided for in Minnesota Rules who shall then name the necessary employee(s) of the other city as designee(s) able to provide Services as outlined in this Agreement.
- 1.4 Except as otherwise specifically set forth herein, Services shall include the duties and functions set forth in Attachment 1 to this Agreement, in compliance with local, state and federal laws, rules and regulations.
- 1.5 Under this Agreement, all applicable permit and inspection fees and operational charges shall be received by the city in which the property receiving Services is located.
- 1.6 The employees of either city performing the Services in the other city shall not be required to attend regular city council meetings, but shall be available to attend a city council or other

meeting upon reasonable notice given from the city receiving Services in the event that Services provided will be discussed.

- 1.7 Each city shall make a request to the other to receive Services when needed and there shall be no duty on either city to provide Services until requested by the other. Requests for Services from the other city shall be given the same priority as Services rendered to the city providing Services based on the type and urgency of the required Services. Notwithstanding anything herein to the contrary, there shall be no obligation to provide requested Services if the city receiving the request cannot reasonably provide the requested Services due to workload, employee scheduling or other business reasons. If a city cannot provide Services in a timely manner, it shall notify the other city as soon as reasonably possible. The Service Hourly Rate set forth in Attachment 2 of this Agreement shall be applicable for these Services.
- 1.8 In the event a correction order, interpretation, or citation is necessary, and the Services are being provided by a designee under this Agreement, the designee shall confer with the requesting city about the need for additional steps, and it shall be the duty of the requesting city to direct the issuance of such orders, interpretations, or citations in accordance with city code, which may result in the designee administering those functions.
- 1.9 Upon completion of the requested inspection, the city providing Services shall forward the original inspection records to the city requesting the Services. All such records shall be kept on file by the requesting city pursuant to state law. All such original records shall remain the exclusive property of the requesting city.
- 1.10 Enforcement and prosecution of any applicable building code requirements by way of judicial action for either criminal or civil sanction shall remain the exclusive responsibility of the requesting city. The providing city shall reasonably cooperate with the requesting city in any enforcement procedures.

2. FEES

- 2.1 The requesting city shall pay the providing city according to the Service Hourly Rate set forth in Attachment 2 of this Agreement, including any overtime which results from providing the requested Services. Service Hourly Rates shall be charged and paid at a one hour minimum. Invoices shall be submitted monthly by the providing city to the requesting city. Payments shall be due from the requesting city upon receipt of the invoice and subsequent approval by the requesting city council.
- 2.2 The rates set forth in Attachment 2 to this Agreement may be adjusted upon written request made by either city and subject to approval by both city councils.

3. GENERAL TERMS AND CONDITIONS

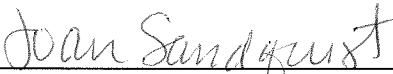
- 3.1 Any employee assigned by either city to perform its obligations under this Agreement shall remain the exclusive employee of the providing city. Neither city shall assume any liability for the direct payment of any salary, wage, workers compensations, income tax withholding, or any other type of compensation to any employee of the other for performing any inspection or any other Services performed pursuant to this Agreement.

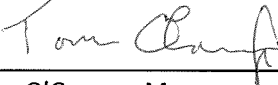
- 3.2 Both cities and their officers, agents, and employees shall cooperate with and assist the other city in the orderly performance of Services to be provided for herein.
- 3.3 All inspections shall be made on forms utilized and maintained at the requesting city's offices.
- 3.4 The books, records, documents, and accounting procedures of both cities relevant to this Agreement are subject to examination by the other city and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes.
- 3.5 This Agreement represents the entire agreement between Minnetrista and Victoria and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof. Any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
- 3.6 Both parties agree to comply with all applicable state, federal and local laws, rules and regulations.
- 3.7 This Agreement may be terminated by either party at any time, for any reason, following 90 days' written notice to the other party.
- 3.8 Minnetrista agrees to defend, indemnify and hold harmless Victoria, and its officials, agents and employees from and against all claims, actions, damages, losses and expenses arising out of or resulting from Minnetrista's performance of the duties required under this Agreement.
- 3.9 Victoria agrees to defend, indemnify and hold harmless Minnetrista, and its officials, agents and employees from and against all claims, actions, damages, losses and expenses arising out of or resulting from Victoria's performance of the duties required under this Agreement.
- 3.10 Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minnesota Statutes, Chapter 466. The two cities shall be considered a single governmental unit for purposes of determining the total liability of the two cities under Minnesota Statutes, Chapter 466.
- 3.11 It is agreed that nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the persons employed by one city as the agent, representative or employee of the other city for any purpose or in any manner whatsoever.
- 3.12 All notices required by this Agreement shall be in written form and shall be deemed delivered upon its receipt by the City Administrator/Manager. Notice may be made by personal delivery, email, mail or facsimile.
- 3.13 In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

- 3.14 Nothing herein shall be deemed to preclude either city from entering into a similar agreement for Services with another city or with a private entity providing building inspection services.
- 3.15 This Agreement may be simultaneously executed in any number of counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have set forth their hands on the day and year first written above.

CITY OF MINNETRISTA
By: 
Lisa Whalen, Mayor

By: 
Joan Sandquist, Deputy City Clerk

CITY OF VICTORIA
By: 
Tom O'Connor, Mayor

By: 
Laurie Hokkanen, City Manager

ATTACHMENT 1

Each city shall provide the following services to the other under this Agreement:

- Performs the duties and responsibilities of building official and/or building inspector as an official designee as required by the state building code.
- Reviews building permit applications and ensures that they are accurate, complete and in compliance with city codes and requirements.
- Reviews detailed and complex building plans and specifications for compliance with city and state codes and regulations; approves plans for construction or identifies areas not complying with regulatory requirements.
- Performs inspections on all classifications of buildings and structures during construction, and upon completion, for conformity with approved plans and adopted building codes.
- Issues oral and/or written orders for correction of faulty, improper or illegal construction.
- Prepares reports of inspection results and code enforcement activities.
- Issues certificates of occupancy for buildings inspected and constructed in compliance with city and state codes.

ATTACHMENT 2

Service Hourly Rates

The requesting city shall pay the providing city at a rate of \$60.00 per hour.

Overtime shall be provided by the requesting city at a rate of \$90.00 per hour.

Mileage costs incurred by the city providing Services shall be paid by the city requesting Services at a rate set by the Internal Revenue Service.

There shall be a one hour minimum charge for Services. Services provided in a single trip to the requesting city that exceeds one hour in duration shall be paid in half hour increments.

CITY OF MINNETRISTA

WORK SESSION AGENDA ITEM



Subject: Hardscrabble Circle Settlement Agreement Update

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

Meeting Date: September 15, 2025

Issue: Staff have received recent feedback related to the Hardscrabble Circle Settlement Agreement passed by City Council and would like to engage City Council in a discussion about enforcement of the agreement.

Overview: There are currently three active building permits on Hardscrabble Circle for construction activities. Generally, the contractors have been abiding by the no parking requirements, but there has been one hardship approval for a project through October. Staff have received feedback including photos of vehicles parked on Hardscrabble Circle. Minnetrista Police have made contact with numerous parties both on a complaint basis and on organic patrols. The City has placed temporary “No Parking” signs in areas adjacent to longer term projects to help with the enforcement, but the entire circle is not signed “No Parking”. Parties have started to park in areas that are not signed, and our Police Department cannot issue citations for no parking unless there are visible signs. Previous discussions about signing the entirety of Hardscrabble Circle “No Parking” were not supportive, but if the expectation is that citations are issued for any parties parking on Hardscrabble Circle, “No Parking” signs must be installed.

Police Chief Squires will be present to answer any enforcement questions about the settlement agreement.

Attached you will find the final settlement agreement for reference.

Recommended City Council Action: Staff are seeking a discussion and direction on how to proceed with the Hardscrabble Circle Settlement Agreement enforcement.

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.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This is a binding Settlement Agreement and Mutual Release made and entered into as of November 18, 2024 by and between Ronald Smith ("Smith") and Scott Fiske ("Fiske") (collectively, "Petitioners") and City of Minnetrista ("City") and Jasper Kruggel in his capacity as the City Administrator for the City of Minnetrista ("Kruggel") (collectively, "Respondents").

DEFINITIONS

1. "Action" means the lawsuit captioned *Ronald Smith and Scott Fiske v. City of Minnetrista and Jasper Kruggel in his capacity as the City Administrator for the City of Minnetrista*, Case No. 27-CV-24-10838 (Hennepin County District Court), and any and all claims that were or could have been pursued therein.

2. "Agreement" means this Settlement Agreement and Mutual Release and the exhibits hereto.

3. "Claims" means any and all past, present, or future claims, counterclaims, cross-claims, disputes, demands, actions and causes of action, petitions, suits, debts, liabilities, defenses, obligations, damages (whether general, special, consequential, punitive, exemplary, statutory, or other), penalties, costs, losses, expenses, and attorneys' fees (whether incurred prior to or after the date of the Agreement), whether known or unknown, liquidated or unliquidated, fixed or contingent, direct or indirect, suspected or unsuspected, premised on direct recovery, contribution, or indemnity, whether based on contract, tort, statute, or other legal or equitable theory of recovery, whether written or oral, among or between the Parties, that arise out of or relate to (a) all claims set forth in the Verified Petition and/or (b) any of the facts, issues or claims that were made or could have been made in the Action regarding City's Ordinance's right-of-way and Fire Code access requirements.

4. "Party" means the parties to this Agreement, Smith, Fiske, City and Kruggel, individually, and "Parties" means Petitioners and Respondents, collectively.

5. "Related Persons" means, with respect to a Party, such Party's current, former and future parent companies, affiliates, subsidiaries, predecessors and successors, and each of their respective current, former and future members, shareholders, owners, corporate officers and directors, principals, partners, employees, representatives, affiliates, predecessors and successors, parent and subsidiary companies, agents, consultants, contractors, attorneys, experts, insurers, insurers assigns and anyone else who could be liable on its or their behalf, individually and collectively.

6. "Settlement Effective Date" means the date prescribed in Section 20 below.

7. "Verified Petition" means, collectively, Verified Petition for Alternative and Peremptory Writ of Mandamus in the Action dated July 18, 2024, a copy of which is attached hereto as **Exhibit 1**.

RECITALS

- A. Petitioners commenced the Action by filing their Verified Action.
- B. On August 9, 2024, Respondents filed their "Response" to Petitioners' Verified Action.
- C. August 19, 2024, the Court executed Petitioners' Alternative Writ of Mandamus and instructed that "further proceedings will be had, 'in the same manner as in a civil action' as required under Minn. Stat. § 586.08, inclusive of Petitioners' pursuit of their 'mandatory' (*i.e.*, 'shall') recovery under Minn. Stat. § 596.09 of their 'damages' arising from Respondents' violation of their duties."
- D. On September 3, 2024, Petitioners filed a motion for partial summary judgment as to mandamus liability and damages and Respondents filed a motion for summary judgment.
- E. On September 30, 2024, the Court heard the parties' cross motions, and took the matter under advisement.
- F. The Parties desire to avoid the additional cost, time, effort and uncertainties that may result from litigating their respective positions and desire to enter into this Agreement as a final settlement to document the final resolution of all Claims among the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, mutual releases and other terms set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. Incorporation of Definitions and Recitals. The foregoing definitions and recitals are incorporated in this Agreement.
2. Denial of Liability. This Agreement is entered into only for purposes of settlement and compromise of disputed Claims in order to avoid the uncertainties, risks and expenses attendant upon litigation among the Parties. Neither this Agreement, nor anything contained herein, nor any act or thing done in connection herewith, is intended to be, or shall be construed or deemed to be, an admission by any of the Parties of any liability, fault or wrongdoing.
3. Settlement Terms. In full and complete satisfaction of any and all Claims, and in consideration of the other terms and conditions set forth herein, the Parties agree to the following settlement terms:

- a. All permits related to building, demolition and/or construction for properties on Hardscrabble Circle will contain the following conditions and be actively enforced by the City at all times:
 - i. It shall be the responsibility of the contractor and project owner to create on-site parking for all construction vehicles (including without limitation pick-up trucks, cars, vans and other similarly-sized vehicles), and all construction vehicles shall at all times be parked on the site of the permit activity.
 - ii. If the contractor and/or project owner demonstrates an undue hardship that does not allow for on-site parking, then it shall be the responsibility of the contractor and project owner to identify an adequate off-site parking location that City staff has determined does not inconvenience other locations in the City, including without limitation roadway and driveway access on Hardscrabble Circle.
 - iii. Delivery of materials and equipment must be completed in an expedited manner. Empty trailers must not remain parked on public roads except for the period necessary to load and unload. Deliveries must be coordinated and staged in such a way so as to always allow access for emergency vehicles to all residential driveways.
 - iv. Builders will be responsible for sweeping/removing debris from the roadway (including the road right of way) at the end of each workday and complete repairs for (a) damaged or destroyed asphalt or other public property on a timeline as determined by the City; and (b) damaged or destroyed private property (*e.g.*, mailboxes, signs, landscaping, utilities, and other items subject to damage by construction vehicles) as soon as possible.
 - v. Temporary "NO PARKING" signs shall be installed in areas of congestion as needed to ensure access for emergency vehicles to all residential driveways.
- b. The above conditions (*i.e.*, i-v) apply only to permits related to building, demolition and/or construction projects and do not apply to (a) routine home or yard maintenance and repair vehicles or (b) homeowner events such as graduation parties, weddings, or similar circumstances that create a need for limited short-term right of way street parking for homeowners.
- c. All permits related to building, demolition and/or construction for properties on Hardscrabble Circle will be issued following Minnesota Pollution Control Agency guiding documents and in compliance with all

applicable state laws, city ordinances, agency regulations and district regulations.

- d. Property owners on Hardscrabble Circle will be notified of applicable projects in accordance with notice requirements adopted by the City Council.
4. Petitioners' Release of Claims. Upon the Settlement Effective Date, Petitioners unconditionally and irrevocably, fully, finally, and forever waives, releases, acquits, and forever discharges Respondents and their Related Persons from any and all Claims; provided, however, that nothing herein shall waive, release, acquit or discharge any future claim that Petitioners may have for enforcement or breach of this Agreement. Petitioners understand that by signing this Agreement, they are waiving any and all Claims that are released by this Agreement to the greatest extent allowable under law.
 5. Respondents' Release of Claims. Upon the Settlement Effective Date, Respondents unconditionally and irrevocably, fully, finally, and forever waives, releases, acquits, and forever discharges Petitioners and their Related Persons from any and all Claims; provided, however, that nothing herein shall waive, release, acquit or discharge any future claim that Respondents may have for enforcement or breach of this Agreement. Respondents understand that by signing this Agreement, they are waiving any and all Claims that are released by this Agreement to the greatest extent allowable under law.
 6. Covenant Not to Sue. Without limiting the generality of the foregoing releases, the Parties hereby covenant and agree that, upon and after the Settlement Effective Date, no Party shall institute, bring, commence or continue any action in any court, arbitration, or other forum against any other Party for any of the Claims released pursuant to this Agreement; provided, however, that nothing herein shall waive, release, acquit or discharge any future claim for enforcement or breach of this Agreement. In the event that either Petitioners, on the one hand, or Respondents, on the other hand, breaches the covenant not to sue set forth in this Paragraph 6, the non-breaching Party shall be entitled to recover its reasonable attorneys' fees, costs and expenses (including expert fees and expenses) incurred in connection with such action.
 7. Dismissal of Action. Within seven (7) days of the Parties' execution of this Agreement, counsel for Petitioners shall file in the Action the stipulation of dismissal with prejudice and proposed order in the form attached hereto as Exhibit 2.
 8. Acknowledgement of Adequate Consideration. The Parties hereby acknowledge and agree that the foregoing mutual releases and covenants not to sue, as well as all other terms of this Agreement, are supported by adequate consideration, and the Parties hereby waive any allegation, claim and/or defense to the contrary.

9. Costs and Expenses. The Parties shall bear their own costs and expenses, including without limitation attorneys' fees, incurred in connection with this Agreement and the transactions contemplated by it.
10. Merger and Integration. The Parties agree and acknowledge that this Agreement, together with any exhibits hereto, constitutes the entire agreement of the Parties with respect to the subject matter contained herein. There are no other agreements, representations, warranties, or other understandings between the Parties with regard to the subject matter hereof which are not set forth in this Agreement. This Agreement is made and entered into without any reliance by the Parties on any statement, promise, inducement, or consideration not recited in this Agreement.
11. Advice Obtained. Each Party acknowledges and represents that it has had the opportunity to consult with legal, financial, and other professional advisors as it deems appropriate in connection with its consideration and execution of this Agreement. Each Party is legally responsible for any and all of its own tax liabilities arising out of this Agreement. Each Party further represents and declares that in executing this Agreement, it has relied solely upon its own judgment, belief and knowledge, and the advice and recommendation of its own professional advisors, concerning the nature, extent and duration of its rights, obligations and Claims; that it has reviewed its records, evaluated its position and conducted due diligence with regard to all rights, Claims, or causes of action whatsoever with respect to any and the other Party; and that it has not been influenced to any extent whatsoever in executing this Agreement by any representations or statements made by any other Party or its representatives, except as expressly contained or referred to in this Agreement.
12. Severability. If any of the provisions, terms, clauses, or waivers or releases of Claims or rights contained in this Agreement is declared illegal, unenforceable, or ineffective, the remaining provisions, terms, clauses, waivers, releases, and rights shall be severable and enforceable. However, the Parties agree to negotiate in good faith substitute provisions, terms, clauses, or waivers or releases that would have, to the maximum extent possible, identical effect and that would be enforceable.
13. Writing Required. This Agreement may not be altered or amended except in writing signed by all of the Parties.
14. No Waiver. No waiver by any Party of any condition, or the breach of any term, provision, warranty, representation, agreement or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term, provision, warranty, representation, agreement or covenant herein contained.
15. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same Agreement. The counterparts of this Agreement may be executed and

delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

16. Authority to Execute Agreement. Each Party represents it has the authority to enter into this Agreement and has not assigned, encumbered or in any other manner transferred any portion of the Claims released by this Agreement. Each Party represents that this Agreement is legal, valid, binding and enforceable against it in accordance with its terms and that the person or persons executing this Agreement have the necessary and appropriate authority to do so and to legally bind such Party.

17. Additional Documents. Each of the Parties agrees to execute and deliver any further documents which may be required to effectuate and/or carry out the terms of this Agreement.

18. Binding Effect. The Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, insurers, successors, and assigns. Other than as explicitly set forth in this Agreement, nothing in this Agreement is intended to, or does, create any rights in third parties, and no other person shall have standing to require satisfaction of such conditions in accordance with their terms and no other person shall under any circumstances be deemed to be a beneficiary of such conditions. Each Party has had the opportunity to fully negotiate and modify the terms of this Agreement. Therefore, the terms of this Agreement shall be construed and interpreted without any presumption, inference, or rule requiring construction or interpretation of any provision of this Agreement against the interest of the party causing this Agreement or any portion of it to be drafted.

19. Settlement Effective Date. The effective date of this Agreement shall be the date on which this Agreement is fully executed by the Parties.

20. Governing Law. The Parties agree this Agreement shall be governed by and be enforceable under Minnesota law.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have hereunder set their hands and entered into this Agreement.

[Signature Page to Follow]

Dated: November 7, 2024

RONALD SMITH

/s/ Ronald Smith

Dated: November 7, 2024

SCOTT FISKE

/s/ Scott Fiske

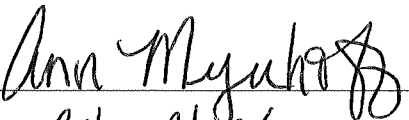
Dated: November 18, 2024

CITY OF MINNETRISTA

By 

Its Mayor

and

By 

Its City Clerk

Dated: November 18, 2024

JASPER KRUGGEL IN HIS CAPACITY AS
THE CITY ADMINISTRATOR FOR THE
CITY OF MINNETRISTA



**EXHIBIT 1 TO SETTLEMENT AGREEMENT AND
MUTUAL RELEASE**

(VERIFIED PETITION)

**EXHIBIT 2 TO SETTLEMENT AGREEMENT AND
MUTUAL RELEASE**

(STIPULATION OF DISMISSAL WITH PREJUDICE)

CITY OF MINNETRISTA

WORK SESSION AGENDA ITEM



Subject: Saint Bonifacius Fire Relief Service Benefit Increase

Prepared By: Jasper Kruggel, City Administrator

Meeting Date: September 15, 2025

Issue: On September 5, 2024, the City of Saint Bonifacius submitted a formal request to the Minnetrista City Council seeking approval to increase the Saint Bonifacius Fire Relief service benefit from \$6,350 to \$7,100 per year of service.

Overview: The St. Bonifacius City Council has requested that the City of Minnetrista consider increasing the annual pension for the St. Bonifacius Fire Department from \$6,350 to \$7,100. This adjustment would result in their pension program being funded at 112%. For comparison, the current annual pension for the Mound Fire Department is set at \$6,185.

A letter from the City of St. Bonifacius outlining this request is attached for reference.

Recommended City Council Action: City staff recommend approving the proposed pension increase from \$6,350 to \$7,100 for the St. Bonifacius Fire Department, as the pension fund will remain at 112% funded after the adjustment.

City of St. Bonifacius

Office of the Administrator/Clerk/Treasurer
8535 Kennedy Memorial Drive
St. Bonifacius, MN 55375
(952) 446-1061

September 3, 2025

City of Minnetrista
7701 County Road 110 West
Minnetrista, MN 55364

Watertown Township
3580 County Road 10 North
Watertown, MN 55338

Laketown Township
9530 Laketown Road
Chaska, MN 55318

RE: Request for action by 11/01/2025

Dear City and Township Officials:

The St. Bonifacius Fire Relief passed a motion to increase the per year of service benefit from \$6,350 to \$7,100 (112% funded). The City Council of St. Bonifacius is favorably considering adopting a Resolution increasing the Fire Relief annual per year of service benefit from \$6,350 to \$7,100 (112% funded). We are requesting your Official's action.

The current fire contracts include the following language:

The contracting public bodies agree that the present amount being paid for Relief benefits will be paid until and unless a majority of the contracting public bodies approves increased benefits and increased contributions to the fund.

The Fire Relief Association fund receives revenue from the City annual contribution (\$36,000) included in the Fire Departments annual proposed budget, State Fire Aid, and investment proceeds.

If you have questions, please call Mayor Tim Eiler at 612-327-1553 or Fire Chief Eric Anderson at 952-292-3797.

The City Council and St. Bonifacius Fire Department Relief Association appreciates your consideration. Please send your official's action by November 1, 2025.

Thank you,



Brenda Fisk
Administrator/Clerk/Treasurer

CITY OF MINNETRISTA



CITY COUNCIL WORK SESSION ITEM

Subject: Discussion of Miscellaneous Drainage Items

Prepared By: Gary Peters, Public Works Director
Alyson Fauske, PE (MN), City Engineer

Meeting Date: September 15, 2025

Background:

At the August 4, 2025 meeting City Council prioritized the drainage items as follows:

1. 905 Bayside Lane

The owners at 905 Bayside Lane and their neighbors are experiencing drainage issues. Figure 1 shows the storm sewer in the area. The storm sewer on the south side of 905 Bayside Lane collapsed last year and was too high to address the needs of the property.

The owners of 880 Jennings Cove Road are amenable to the city taking ownership and maintenance of the storm pipe between 880 and 890 Jennings Cove Road. The storm pipe does not lie on the property line; it skews to the northeast to avoid conflict with the well on 890 Jennings Cove Road. This pipe was televised and appears to be in good condition.

Based on the information available the following is recommended:

1. Acquire additional easement to document the city taking ownership of the storm pipe between 880 and 890 Jennings Cove Road,
 2. Install a new inlet structure at the east end of the pipe between 880 and 890 Jennings Cove Road,
 3. Install ~16' of storm sewer and one inlet to capture ~500' of overland flow,
 4. The downstream storm sewer is being modeled to determine if there is capacity to redirect the Bayside Lane rear drainage to the storm sewer in Jennings Cove.
- Additional details need to be added to the storm sewer capacity model to verify.

The drain tile exiting the house is underground therefore we are unable to determine if it can drain by gravity to the storm sewer to the west. Based elevation data acquired by Public Works, the bottom of the drainage pit in the shed at 905 Bayside is approximately two feet lower than the storm sewer elevation in Jennings Cove Road. If the drain tile is at the same elevation of the bottom of the drainage pit a sump pump will always be necessary.

Estimated construction cost is \$15,000.

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.

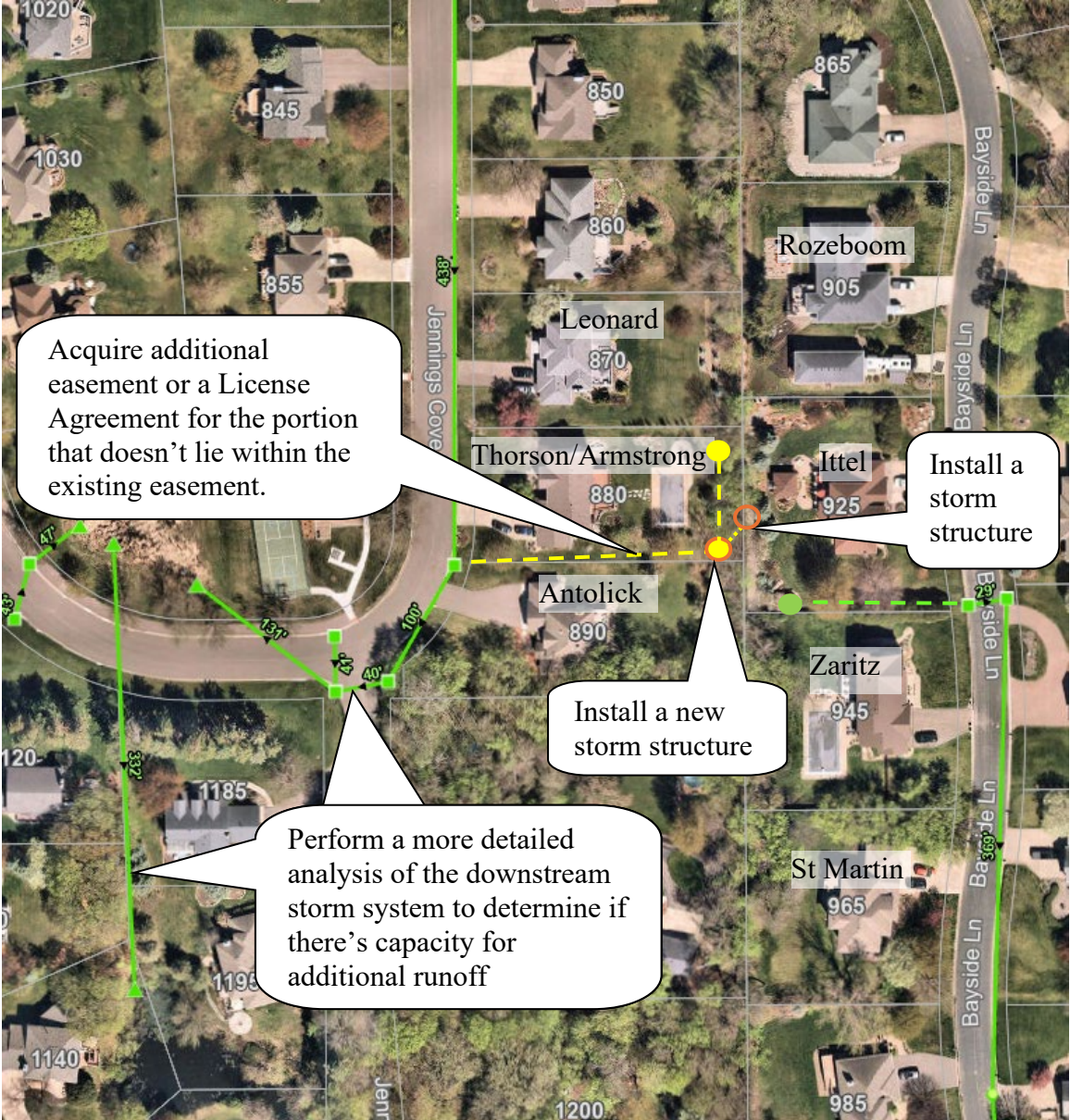


Figure 1. Proposed work to alleviate drainage issues on the west side of Bayside Lane

- Legend
- City-owned and maintained storm sewer
 - - - City-installed storm sewer (installed 2000/2001); collapsed
 - Existing private storm sewer inlet
 - - - Approximate alignment of storm sewer
 - Approximate location of catch basins on 880 Jennings Cove Road
 - Proposed 10' storm sewer stub
 - Proposed new catch basins

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2. Minneapolis Avenue (two locations)

The is a storm sewer system that conveys discharge from the pond located at 1040 Bayside Lane (west end of Minneapolis Avenue) to Lake Minnetonka. Re-placing the rip rap in the outlet area is recommended for better flow.



Figure 2. Storm system at 1040 Bayside Lane



Figure 3. Bayside pond outlet to Lake Minnetonka

The second area is the fire lane south of Minneapolis Avenue, west of Crest Ridge Court. There are several rock pools along the length of the channel that serve to slow down water and reduce erosion. The last 70 feet or so of the east side of the channel is eroding. To address the issue it is proposed to install riprap so that water would pool upstream of the rip rap, slowing down the erosive forces of the drainage.



Figure 4. Fire Lane on Minneapolis Avenue



Figure 5. Erosion in the channel in the fire lane (looking south)

The Minnehaha Creek Watershed District partnered with the city on the initial project in the fire lane in 2011. The agreement states that the city is responsible for maintenance therefore the watershed district will not participate in a cost share.

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The recommended budget for this work is \$49,000. WSB is preparing an exhibit that staff can use to get a quote to do this work.

3. I&I into Sanitary Sewer

The discharge from the culvert under CR 151 at 810 CR 110 has caused some erosion along the property line. Hennepin County asset management indicates that this is not an issue for them to fix. The recommended budget for this work is \$82,000. Staff submitted a request to Hennepin County to cost share for this project. The County will respond in December as they are evaluating funding requests from all Hennepin County communities at this time. City Council direction is to wait until the county has determined if they will share the cost.



As shown in Figure 6 there is a sanitary sewer manhole in the area that is susceptible to inflow and infiltration (I&I). Staff will get a quote to address the I&I issue.

Figure 6. Storm (green) and sanitary (red) sewer at CR 110 & CR 151

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CITY OF MINNETRISTA
CITY COUNCIL AGENDA ITEM

Subject: Tobacco Moratorium Ordinance
Prepared By: Jasper Kruggel, City Administrator
Meeting Date: September 15, 2025

Issue: Staff have identified a deficiency in our Tobacco Licensing city code language and are recommending passing an ordinance establishing a moratorium on tobacco licensing in Minnetrista for up to one year.

Overview: In order to allow for enough time to update the City of Minnetrista City Code related to tobacco licensing, staff are proposing a 12-month moratorium on the issuance of tobacco licenses. City Attorney Sarah Sonsolla has prepared a draft ordinance for review that establishes this moratorium.

The proposed ordinance is attached to this agenda item.

Recommended City Council Action: Staff recommend adopting the attached ordinance establishing a tobacco license moratorium for a period of up to 12-months. If approved, staff will bring forward proposed changes to the tobacco section of city code at a future city council meeting.

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ORDINANCE NO. _____

CITY OF MINNETRISTA
COUNTY OF HENNEPIN
STATE OF MINNESOTA

AN INTERIM ORDINANCE TEMPORARILY ESTABLISHING A LICENSING AND PLANNING
MORATORIUM ON THE ESTABLISHMENT OR EXPANSION OF TOBACCO SHOPS

WHEREAS, Chapter XIV, Section 1405 of the Minnetrista City Code regulates the sale or disposal of cigarettes within the City through the issuance of a tobacco license; and

WHEREAS, the City of Minnetrista has adopted official controls through the adoption of the Zoning Code which regulates the locations of certain businesses within the City; and

WHEREAS, the City Council has concerns that the City’s current licensing and zoning provisions relating to tobacco shops do not adequately address the issues relating to tobacco shops, such as the appropriate locations and the conditions under which tobacco shops may be allowed within the City; and

WHEREAS, the City Council also recognizes a need to update its tobacco regulations to keep pace with recent changes in both federal and state laws given that there a number of other tobacco and nicotine delivery products that may be sold, including, but not limited to, cigars, pipes, hookah tobacco, and chewing tobacco as well as nicotine delivery devices such as electronic nicotine delivery systems and vapes; and

WHEREAS, as a result of these important licensing, land use and zoning issues, the City desires to conduct a study for the purpose of consideration of possible amendments to the City’s licensing provisions and official controls to address issues concerning tobacco shops; and

WHEREAS, the City Council has authority, pursuant to Minnesota Statutes Section 462.355, subdivision 4, to adopt an interim ordinance to study whether new or amended controls are necessary to fulfill the City’s legal obligation to adequately protect the public health, safety and welfare and to protect the planning process; and

WHEREAS, the City Council is also authorized as part of its general police powers to adopt business licensing requirements related to the sale of tobacco-related products; and

WHEREAS, the Minnesota Supreme Court in the case of Almquist v. Town of Marshan (245 N.W.2d 819 (Minn. 1976)), upheld the enactment of a moratorium despite the lack of express statutory authority as being a power inherent in a broad legislative grant of power to municipalities. In most cases, the enactment of business licensing requirements is based on a city’s police powers, which is the broadest grant of power to cities. Inherent in that

broad grant of authority is the power to temporary place a moratorium on a business activity to study and potentially change or implement licensing regulations on that business activity; and

WHEREAS, there are both business licensing and zoning issues associated with the sale of tobacco products and therefore, the City Council determines that it needs time to study to consider the development and adoption of local regulations. In order to protect the planning process and the health, safety, and welfare of the residents while the City conducts its study and the City Council engages in policy discussions regarding possible regulations, the City Council determines that it is in the best interests of the City to impose a temporary moratorium on the establishment and expansion of tobacco shops to allow the City time to complete its study, determine how such sales and uses should be regulated under the City Code and the Zoning Code and to draft and enact such legislative updates as needed; and

NOW, THEREFORE BE IT RESOLVED:

THE CITY OF MINNETRISTA HEREBY ORDAINS:

Section 1. The following Interim Ordinance is hereby adopted by the City Council:

Subdivision 1. **Prohibition.** No business, person, or entity shall establish or expand a tobacco shop within the City. The City shall not accept, process, or act on any tobacco license application, site plan, building permit, or zoning approval for a new or expanded tobacco shop.

Subd. 2. **Violations.** During the term of this Ordinance, it is a violation of this Ordinance to do any of the following within the City:

- (a) Establish a new tobacco shop; or
- (b) Expand an existing tobacco shop.

Subd. 3. **Exceptions.** The moratorium imposed by this Ordinance does not apply to the following:

- (a) Renewal of a tobacco license for a tobacco shop lawfully existing prior to the effective date of this Ordinance; and
- (b) The continued operation of a tobacco shop lawfully existing prior to the effective date of this Ordinance.

Subd. 4. **Enforcement.** A violation of this Ordinance shall be a misdemeanor. In addition, the City may enforce this Ordinance by mandamus, injunction, or other appropriate civil remedy in any court of competent jurisdiction.

Subd. 5. **Definitions.** For purposes of this Ordinance, the following words, terms, and phrases shall have the meanings given them in this Subdivision.

- (a) “Electronic Delivery Device” means an electronic product that is designed to use, or that uses, liquids or pre-loaded cartridges to simulate smoking in the delivery of nicotine or any other substance through inhalation of the aerosol or vapor produced from the substance.
- (b) “Expand” means, with respect to a tobacco shop, increasing the amount of shelf space or floor area within an existing store used to display or sell tobacco-related products. The term also includes increasing the size of the building or space in which the tobacco shop is located.
- (c) “Tobacco” means and includes cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product; cigars; cheroots; stogies; perique; granulated, plug cut, crip cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.
- (d) “Tobacco-Related Products” mean tobacco and related materials and devices used in rolling, smoking, or storing tobacco. The term includes electronic delivery devices and the substances sold for use by such devices.
- (e) “Tobacco Shop” means a retail establishment with sales, or projected sales, of tobacco-related products constituting at least 40 percent of the establishment’s total sales in any month.

Subd. 6. **Severability.** Every subdivision, provision, or part of this Ordinance is declared severable from every section, provision, or part of this Ordinance. If any subdivision, provision, or part of this Ordinance is adjudged to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, provision, or part of this Ordinance.

Subd. 7. **Duration.** This Ordinance shall be in effect upon the first day of publication after adoption and shall have a term of 12 months. This Ordinance shall remain in effect until the expiration of the 12-month term or until it is expressly repealed by the City Council, whichever occurs first.

Subd. 6. **Not Codified.** This Ordinance is transitory in nature and shall not be codified into the City Code or the Zoning Code.

Section 2. This Ordinance is effective upon its adoption and publication.

Adopted Date: _____, 2025.

Lisa Whalen
Mayor

Attest:

Ann Meyerhoff
City Clerk

(seal)