



CITY COUNCIL MEETING AGENDA

May 04, 2026 at 6:30 PM

7701 County Road 110 West Minnetrista, MN 55364

Pursuant to Minnesota Statutes, section 13D.02, one or more council members may participate remotely.

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) Mayor for a Day Winner

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 April 20, 2026
- b) Approve City Council Regular Meeting Minutes from April 20, 2026
- c) Res. No. 49-26 Approve Claims
- d) Res. No. 50-26 AE2S Task Order No. 20 - Risk and Resiliency Easement (RRA)
- e) Res. No. 51-26 Accept and Award Quote for Spray Lining 91 Sanitary Sewer Manhole Chimney Structures
- f) Res. No. 52-26 Approve Conditional Use Permit for Ground-Mounted Solar at Gale Woods Farm
- g) Res. No. 53-26 Approve comprehensive Plan Amendment at 2500 County Road 92 and Authorize Staff to Submit the same to Metropolitan Council
- h) Ordinance No. 504 Rezone 2500 County Road 92 from Agriculture Preservation to Agriculture
- i) Res. No. 54-26 Authorize Publication of Ordinance No. 504 by Title and Summary

- j) Res. No. 55-26 Approve Front Yard Setback Variance at 8420 Ox Yoke Circle
- k) Res. No. 56-26 Award Equipment CIP Purchase - Leveling Bar Replacement
- l) Ordinance No. 505 - Fee Schedule Amendment to 2026 Fee Schedule for MN Dept of Health Fee Increase
- m) Approve Liquor License Renewals
- n) Authorize Staff to enter into an Agreement with GTEL Advisors, LLC in Partnership with the LMAC Agencies
- o) 1195/1205 Sunnyfield Settlement Agreement - Added

5) PUBLIC HEARINGS

6) BUSINESS ITEMS

- a) Approve Master Service Agreement with InfoSend for Services Related to Monthly Bill Mailings

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

April 20, 2026 at 5:00 PM

7701 County Road 110 West Minnetrista, MN 55364

Pursuant to Minnesota Statutes, section 13D.02, one or more council members may participate remotely.

1) CALL TO ORDER

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

Council Present: Mayor Whalen, Councilmembers Reffkin & Govern. Staff; City Administrator Kruggel, Assistant City Administrator Bauman, Community Development Director Abel, Director of Safety Squires, City Clerk Meyerhoff, City Engineer Fauske.
Absent: Councilmembers Vickery & Lacy.

2) DISCUSSION ITEMS

a) MnDOT TH7 Improvements Discussion - Presentation will be given at meeting

Staff provided an update on the Highway 7 corridor study and the planned 2029 improvement project. The study, completed in February, evaluated safety, mobility, and pedestrian/bicycle needs, including crash history, traffic operations, pavement conditions, and environmental considerations. Recommendations included roundabouts at key intersections, three-quarter access intersections, trail improvements, and a proposed concrete median barrier to reduce severe crossover crashes; however, the barrier is not currently funded or included in the 2029 project. The 2029 project, with an estimated budget of \$48.6 million, will focus on pavement preservation (mill and overlay), construction of select roundabouts and intersections (including at County Road 92/13 and Minnewashta Parkway), signal replacements at Highway 41 and Christmas Lake Road, bridge replacement, access modifications, and trail connections. Several suggested study improvements, including additional roundabouts and intersection changes, are not included due to funding limitations.

Council discussion focused on safety priorities, particularly concerns about access restrictions, right-in/right-out designs, and the potential impacts of a raised median. Members expressed interest in prioritizing roundabouts—especially at high-crash locations such as Wildwood Avenue—and raised concerns about multi-lane roundabouts based on past community feedback. Questions were asked about construction staging, traffic detours, and the timeline for securing funding, with staff noting that additional funds would need to be identified by late summer or fall to be incorporated into project design. Future improvements beyond 2029 would likely be driven by safety and operational needs. Council also discussed advocacy strategies, including coordination with regional organizations and legislators, to secure additional funding and advance desired safety improvements.

MnDOT presented a overview of the Improvements Study for TH7. Lisa asked why put in a roundabout at 92 and asked about Wildwood.

b) MN DNR Canada Goose Removal Process Update

City staff presented a request regarding a new permitting process from the Minnesota Department of Natural Resources for managing Canada goose populations. Under the updated process, homeowners no longer need a formal wildlife management plan and can instead obtain a permit directly from the DNR with a simple authorization letter from the City. Staff sought Council direction before issuing such letters and clarified that the responsibility, cost, and implementation of goose management would rest entirely with the requesting homeowner.

Council members discussed the limited scope of the request, noting it currently applies to a single resident and primarily affects properties near water. Questions were raised about management methods, with examples including egg removal and non-lethal deterrence techniques, though specifics would be determined by the DNR permit. Council generally expressed support for allowing staff to issue authorization letters, emphasizing that the City would not be involved in decision-making beyond granting permission and that oversight would remain with the DNR.

3) ADJOURNMENT

Motion by Reffkin, seconded by Govern to adjourn the meeting at 5:30 p.m.

Moton passed 3-0.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk



CITY COUNCIL MEETING MINUTES

April 20, 2026 at 6:30 PM

7701 County Road 110 West Minnetrista, MN 55364

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1) CALL TO ORDER

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

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

Voting Yea: Mayor Whalen, Councilmember Reffkin, Councilmember Govern

2) SPECIAL PRESENTATIONS

- a) Senator Ann Johnson Stewart
Senator Stewart gave a quick legislative update to Council.
- b) 1st Quarter 2026 Financial Update
Finance Director Grimm presented Council with an overview of the City of Minnetrista's 2026 1st quarter financials.

3) PERSONS TO BE HEARD

4) CONSENT AGENDA

- a) Approve Work Session Meeting Minutes from April 6, 2026
- b) Approve City Council Regular Meeting Minutes from April 6, 2026
- c) Res. No. 41-26 Approve Claims
- d) Res. No. 42-26 Approve 2026 Arbitrage Services Consulting Agreement
- e) Res. No. 43-26 Approve Early Termination of Ag Preserve for 9500 County Road 15 as Requested by Craig Schmidt
- f) Res. No. 44-26 Award Equipment CIP Purchase - Asphalt Roller Replacement
- g) Res. No. 45-26 Accept and Award Quote for Spray Lining Two Stormwater Catch Basin Structures

- h) Res. No. 46-26 Accept and Award Quote for Spray Lining Seven Sanitary Sewer Manhole Structures
- i) Res. No. 47-26 Approve Plans & Specs; Authorize Ad For Bid - 2026 Pavement Maintenance
- j) Approve Replacement of Police Squads 70 and 79

Motion made by Councilmember Reffkin, Seconded by Councilmember Govern to approve the Consent Agenda as presented.

Voting Yea: Mayor Whalen, Councilmember Reffkin, Councilmember Govern

5) PUBLIC HEARINGS

6) BUSINESS ITEMS

- a) Res. No. 48-26 Resolution Awarding the Sale of General Obligation Bonds, Series 2026A, in the Original Aggregate Principal Amount of \$14,840,000; Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing for Their Payment

Todd Hagan of Ehlers & Associates presented the day-of-sale report for the City's bond issuance related to street reconstruction, water projects, and equipment financing. He reported that the City received a strong AA+ rating with a stable outlook from S&P Global Ratings, citing the City's solid economic profile, disciplined financial management, healthy reserves, and ongoing development. The bond sale performed very well, with 88 bids received from multiple underwriters, resulting in a winning bid from TD Securities at an interest rate of approximately 3.7%, significantly below projections. Due to favorable market conditions and a premium generated from investor demand, the total bond amount was reduced by approximately \$1.025 million, lowering overall borrowing costs. The bonds are scheduled to close on May 7, with proceeds to be invested until needed. Council members expressed appreciation for the strong outcome, and no further questions were raised.

Motion made by Councilmember Govern, Seconded by Councilmember Reffkin to approve Res. No. 48-26 Awarding the Sale of General Obligation Bonds, Series 2026A in the Aggregate Principal Amount of \$13,815,000; Fixing Their Form and Specification; Directing Their Execution and Delivery; and Providing for Their Payment. Voting Yea: Mayor Whalen, Councilmember Reffkin, Councilmember Govern

- b) Trunk Highway 7 Traffic Management Organization Grant Writing Expenditure Request

The City Council considered a request from the local Traffic Management Organization (TMO) to contribute \$600 toward a shared cost of approximately \$15,300 for professional grant writing services. The funding would support applications to the Metropolitan Council regional solicitation program and the Highway Safety Improvement Program, with potential awards of up to \$25 million per application. These grants are intended to supplement a proposed \$11 million bonding request for local transportation improvements. Staff explained that the consultant, SRF Consulting Group, was selected through a qualifications process and has expertise in transportation-related grant writing. Council discussion included concerns about the cost of grant writing services, uncertainty about project control, and whether proposed improvements align with City preferences. Other members emphasized the relatively low cost compared to the potential funding benefit and the opportunity to influence project outcomes through additional resources.

Motion made by Mayor Whalen, Seconded by Councilmember Govern to Approve TH7
TMO Grant Writing Fee Request.
Voting Yea: Mayor Whalen, Councilmember Govern
Voting Nay: Councilmember Reffkin

7) ADMINISTRATIVE ITEMS

- a) Staff Reports
 - Clean Up Day – May 2nd
 - State of the City – May 5th
 - Trista Day – May 13th
 - Bus Tour – June 2nd
- b) Council Reports
 - i) Mayor Lisa Whalen
 - Fire Talks with St Bonifacius
 - Public Safety Meeting
 - Northwest League of Municipalities
 - ii) Cathleen Reffkin
 - iii) Claudia Lacy
 - iv) Peter Vickery
 - v) Brian Govern

8) ADJOURNMENT

Motion made by Councilmember Reffkin, Seconded by Councilmember Govern to adjourn
the meeting at 7:38 p.m.
Voting Yea: Mayor Whalen, Councilmember Reffkin, Councilmember Govern

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk

RESOLUTION NO. 49-26

**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 74205 through 74245; electronic checks E1003623 through E1003633; Claims batch includes an electronic transfer for payroll in the amount of \$109,757.36.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that the attached list of claims in the amount of \$408,447.01 is hereby approved.

ADOPTED this 4th day of May 2026 by a vote of ____ Ayes
____ Nays.

Lisa Whalen, Mayor

ATTEST:

City Clerk

CITY OF MINNETRISTA

***Check Detail Register©**

Batch: 4-15-26 BRIDGE,PR04232026,MNPaidLeaveqtr12026,050426AP,AE2S05042026,POSTAGE 4-27-26,PD-PETTYCASH043026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1010 1ST BK OF THE LAKES					
74205	05/04/26	ACTION FLEET, INC			
E 401-42110-540		MOTOR VEHICLES & MA	\$21,942.58	18422	Set up for Unit 90
		Total	\$21,942.58		
74206	05/04/26	BAUMAN, PAULA			
E 101-41320-433		DUES & SUBSCRIPT & TR	\$116.00		Mileage to PSHRA Annual Conference and Hennepin Election Judge Workgroup Mtg
		Total	\$116.00		
74207	05/04/26	CANON FINANCIAL SERVICES INC			
E 101-42110-202		COPY & PRINTING SUPP	\$104.50	42990148	Copier
		Total	\$104.50		
74208	05/04/26	CAREFREE SERVICES INC.			
E 651-49590-224		STREET MAINTENANCE	\$20,657.28	30279	Spring Sweeping of Streets
E 651-49590-224		STREET MAINTENANCE	\$1,711.90	30280	Spring Sweeping of private streets and extra passes for tree debris clean up
		Total	\$22,369.18		
74209	05/04/26	Center Point Energy			
E 601-49440-383		NATURAL GAS	\$30.79	10654144-4	Gas Utility
E 601-49440-383		NATURAL GAS	\$414.46	10658039-2	Gas Utility
E 601-49440-383		NATURAL GAS	\$31.85	10658041-8	Gas Utility
E 601-49440-383		NATURAL GAS	\$18.45	11431330-7	Gas Utility
E 601-49440-383		NATURAL GAS	\$20.68	11833736-9	Gas Utility
E 601-49440-383		NATURAL GAS	\$18.45	13936923-5	Gas Utility
E 101-41940-383		NATURAL GAS	\$422.37	5651357-5	Gas Utility - Gov't Bldg
E 601-49440-383		NATURAL GAS	\$512.85	6401076054-	Gas Utility
E 101-43121-383		NATURAL GAS	\$179.03	6744979-3	Gas Utility - PW
E 101-42110-383		NATURAL GAS	\$340.63	8486433-9	Gas Utility - PD
E 101-43121-383		NATURAL GAS	\$55.54	8486442-0	Gas Utility - PW
		Total	\$2,045.10		
74210	05/04/26	CINTAS			
E 101-43121-417		UNIFORMS	\$144.50	4266478468	Uniforms
E 101-43121-417		UNIFORMS	\$144.50	4267230694	Uniforms
		Total	\$289.00		
74211	05/04/26	City of St Bonifacius			
E 602-49490-390		SEWER SERVICE TO OT	\$22,829.27	2026-06	Minnetrista Sanitary Sewer Flows and Spruce Road
		Total	\$22,829.27		
74212	05/04/26	CLASSIC CLEANING COMPANY			
E 101-41940-211		CLEANING & MAINT SUP	\$530.00	39103	Monthly Cleaning City Hall April 2026-Bags and Towels
E 101-43121-211		CLEANING & MAINT SUP	\$500.00	39103	Monthly Cleaning PW April 2026-Bags and Towels
E 101-42110-211		CLEANING & MAINT SUP	\$855.00	39103	Monthly Cleaning PD April 2026- Handsoap
		Total	\$1,885.00		
74213	05/04/26	CONCRETE CUTTING & CORING			
E 101-43121-224		STREET MAINTENANCE	\$2,101.58	44417	New Concrete Saw

CITY OF MINNETRISTA

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$2,101.58		
74214	05/04/26	CONFITREK			
E 101-42110-434		POLICE TRAINING	\$1,500.00	1362	Training Software
Total			\$1,500.00		
74215	05/04/26	COREMARK METALS			
E 602-49490-404		VEHICLE & EQUIP MAIN	\$568.12	5673569	Metal for Tank Holder on New Truck #301
Total			\$568.12		
74216	05/04/26	Earl F. Anderson Inc.			
E 101-43121-224		STREET MAINTENANCE	\$682.65	0142488-IN	Advance Warning Signs
Total			\$682.65		
74217	05/04/26	ECM Publishers, Inc.			
E 101-41910-351		LEGAL NOTICE & ORD P	\$64.50	1094746	PC Hearing
E 101-41320-351		LEGAL NOTICE & ORD P	\$51.60	1094747	Hwy 7 Mixed Res
Total			\$116.10		
74218	05/04/26	FRONTIER OH			
E 601-49440-381		ELECTRIC UTILITIES	\$1,672.77	217-188-0265	Internet and Phone Lines
Total			\$1,672.77		
74219	05/04/26	GEDDES, AARON			
E 101-42110-212		MOTOR FUELS AND LUB	\$269.70		Reimbursement for Training in Duluth-Geddes
Total			\$269.70		
74220	05/04/26	GONYEA HOMES			
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB-24074 R1	Temp Co Rtn - 4625 Wolfberry Curve
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB-24239 R1	Temp Co Rtn -4648 Meadowview Lane
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB-24254 R1	Temp Co Rtn - 4375 Hawks Point
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB-24266 R1	Temp Co Rtn - 4565 Sunset Lane
G 101-2025		DEPOSITS PAYABLE	\$10,000.00	MB-25011 R1	Temp Co Rtn - 4571 Meadowview Lane
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB-25086 R1	Temp Co Rtn - 4566 Sunset Lane
Total			\$35,000.00		
74221	05/04/26	GREATER MN COMMUNICATIONS			
E 101-41110-437		MISCELLANEOUS EXPE	\$75.25	35256	Invitation Cards for State of City
Total			\$75.25		
74222	05/04/26	HAWKINS INC			
E 601-49440-227		UTILITY SYSTEM MAINT	\$130.00	7391877	Monthly Chlorine Cylinder Deumurrage
Total			\$130.00		
74223	05/04/26	Hennepin County Treasurer			
E 101-42110-441		CORRECTION FEES/CH	\$150.00	1000267095	Booking Fee
Total			\$150.00		
74224	05/04/26	Hennepin County Treasurer			
E 101-41320-307		PROFESSIONAL SERVIC	\$1,296.68	1000267187	Truth and Taxation Notices
Total			\$1,296.68		

CITY OF MINNETRISTA

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***Check Detail Register©**

Batch: 4-15-26 BRIDGE,PR04232026,MNPPaidLeaveqtr12026,050426AP,AE2S05042026,POSTAGE 4-27-26,PD-PETTYCASH043026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
74225	05/04/26	KENNEDY & GRAVEN, CHARTERED			
E 101-41610-304		LEGAL FEES - ATTORNE	\$3,000.00	192820	General
E 101-41610-304		LEGAL FEES - ATTORNE	\$303.00	MN415-0014	Administration
E 101-41610-304		LEGAL FEES - ATTORNE	\$323.20	MN415-0026	General Personnel Matters
E 101-41610-304		LEGAL FEES - ATTORNE	\$5,200.00	MN415-0038	Sunnyfield Road Code Enforcement
E 101-41610-304		LEGAL FEES - ATTORNE	\$62.50	MN415-0039	Minne Properties LLC
E 101-41610-304		LEGAL FEES - ATTORNE	\$237.50	MN415-0039	Nuisance Abatement Action -9550 West Hill Road
G 801-1170		LAND USE RECEIVABLE	\$878.70	MN415-0039	* Great Plains Towers Lease
		Total	\$10,004.90		
74226	05/04/26	LE-AST SERVICE COUNSELING			
E 101-42110-307		PROFESSIONAL SERVIC	\$630.00	2022	Check Up from Neck Up and Monthly Retainer Fee
		Total	\$630.00		
74227	05/04/26	LOFFLER			
E 101-41320-410		COMPUTER SERVICES/F	\$1,571.42	5330367	Annual ServerSwitch Maintenance
		Total	\$1,571.42		
74228	05/04/26	MENARDS BUFFALO			
E 101-43121-224		STREET MAINTENANCE	\$72.17	48576	Replacement Mailbox Posts from Plow Damage
		Total	\$72.17		
74229	05/04/26	Metropolitan Council WW Servic			
E 602-49490-227		UTILITY SYSTEM MAINT	\$550.00	0001204923	Permit Fee
E 602-49490-227		UTILITY SYSTEM MAINT	\$550.00	0001204924	Permit Fee
		Total	\$1,100.00		
74230	05/04/26	MEYERHOFF, ANN			
E 101-41320-433		DUES & SUBSCRIPT & TR	\$58.00		Mileage to MCFOA Conference
		Total	\$58.00		
74231	05/04/26	MID COUNTY			
E 601-49440-212		MOTOR FUELS AND LUB	\$422.17	84695	Dyed Diesel Fuel
E 602-49490-212		MOTOR FUELS AND LUB	\$422.18	84695	Dyed Diesel Fuel
E 101-43121-212		MOTOR FUELS AND LUB	\$1,055.46	84695	Dyed Diesel Fuel
E 101-43125-212		MOTOR FUELS AND LUB	\$211.11	84695	Dyed Diesel Fuel
		Total	\$2,110.92		
74232	05/04/26	MIDCO			
E 673-49600-307		PROFESSIONAL SERVIC	\$805.91		Internet
		Total	\$805.91		
74233	05/04/26	MOUND TRUE VALUE HARDWARE			
E 601-49440-322		POSTAGE	\$24.23	201779	Shipping Charge
E 101-45202-401		BLDG/STRUCT MAINTEN	\$10.98	201792	Repair of Park Irrigation
E 101-45202-401		BLDG/STRUCT MAINTEN	\$16.99	201793	Repair of Park Irrigation
		Total	\$52.20		
74234	05/04/26	NCPERS MINNESOTA - 632400			
G 101-2380		PAYROLL CLEARING LIF	\$240.00	63240005202	*PERA life Ins Employer Paid

CITY OF MINNETRISTA

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$240.00		
74235	05/04/26	Trevipay			
E 101-43121-240		SMALL TOOLS AND MIN	\$81.64	56172968	Saw Blades
Total			\$81.64		
74236	05/04/26	OFFICE DEPOT			
E 101-42110-201		OFFICE SUPPLIES	\$45.14	46004024800	Paper
E 101-42110-201		OFFICE SUPPLIES	\$37.08	46006555100	Book and USB Drive
Total			\$82.22		
74237	05/04/26	OFFICE OF MNIT SERVICES			
E 101-42110-410		COMPUTER SERVICES/F	\$100.00	DV26030458	WAN
Total			\$100.00		
74238	05/04/26	Optum			
E 101-42110-437		MISCELLANEOUS EXPE	\$110.00	0001900124	Account Fee H.S.A
E 101-41320-437		MISCELLANEOUS EXPE	\$111.00	0001900124	Account Fee H.S.A
Total			\$221.00		
74239	05/04/26	PLUNKETTS			
E 601-49440-401		BLDG/STRUCT MAINTEN	\$39.37	10483962	Pest Control
Total			\$39.37		
74240	05/04/26	RITEWAY			
E 101-41320-202		COPY & PRINTING SUPP	\$263.63	26-30755	Ap Checks
Total			\$263.63		
74241	05/04/26	SEBOLD HEATING AND COOLING			
E 101-41940-401		BLDG/STRUCT MAINTEN	\$807.00	7128	Spring Check/Inspection of Furnaces and AC Units at City Hall
E 601-49440-401		BLDG/STRUCT MAINTEN	\$380.00	7129	Spring Check/Inspection of Furnaces and AC units at Well houses and WTP
Total			\$1,187.00		
74242	05/04/26	US BANK EQUIPMENT FINANCE			
E 101-41320-307		PROFESSIONAL SERVIC	\$41.86	580386365	Copier-City Hall
E 101-41910-307		PROFESSIONAL SERVIC	\$41.86	580386365	Copier-City Hall
E 101-43121-307		PROFESSIONAL SERVIC	\$41.86	580386365	Copier-City Hall
E 601-49440-307		PROFESSIONAL SERVIC	\$41.87	580386365	Copier-City Hall
E 602-49490-307		PROFESSIONAL SERVIC	\$41.87	580386365	Copier-City Hall
Total			\$209.32		
74243	05/04/26	Whalen, Lisa			
E 101-41110-433		DUES & SUBSRIPT & TR	\$126.88	Jan-April 202	Travel
Total			\$126.88		
74244	05/04/26	WSB & ASSOCIATES			
E 651-49590-303		ENGINEERING SERV	\$852.50	R-013428-00	MS4 Services
G 801-1170		LAND USE RECEIVABLE	\$30.00	R-026766-00	* WCA Services Feb 2026
E 406-43121-303		ENGINEERING SERV	\$2,541.00	R-029049-00	2026 Street Improvement Project
E 601-49440-303		ENGINEERING SERV	\$500.00	R-031223-00	General Engineering Svcs

CITY OF MINNETRISTA

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 602-49490-303		ENGINEERING SERV	\$500.00	R-031223-00	General Engineering Svcs
E 651-49590-303		ENGINEERING SERV	\$500.00	R-031223-00	General Engineering Svcs
E 101-42600-303		ENGINEERING SERV	\$1,500.00	R-031223-00	General Engineering Svcs
E 602-49490-303		ENGINEERING SERV	\$1,315.00	R-031373-00	Topsoil Survey
E 651-49590-303		ENGINEERING SERV	\$1,999.50	R-031373-00	Jennings Cove, Bayside Drainage
E 101-43121-307		PROFESSIONAL SERVIC	\$460.25	R-031373-00	Cross Walk Stop Sign
G 801-1170		LAND USE RECEIVABLE	\$561.00	R-031880-00	* 2026 WCA Services
E 406-43121-303		ENGINEERING SERV	\$3,826.00	R-033677-00	2026 Pavement Maintenance
E 602-49490-303		ENGINEERING SERV	\$254.25	R-033687-00	2026 Sewer Lining Project
G 801-1170		LAND USE RECEIVABLE	\$4,920.50	R-033738-00	* M/I Homes Hwy 7 ML-25020
		Total	\$19,760.00		
74245	05/04/26	XCEL ENERGY			
E 601-49440-381		ELECTRIC UTILITIES	\$2,862.26	51-6565410-8	Electricity-Wells/Watertower
E 101-43160-381		ELECTRIC UTILITIES	\$2,825.14	51-6565411-9	Electricity-Street Lights
E 101-42110-381		ELECTRIC UTILITIES	\$6,839.10	51-9597547-2	Electricity-Police
		Total	\$12,526.50		
1003623 e	04/27/26	Internal Revenue Service			
G 101-2300		PAYROLL CLEARING FE	\$17,028.72		* PR - Fed w/h
G 101-2320		PAYROLL CLEARING FIC	\$16,757.36		* PR - SS/Medicare w/h
		Total	\$33,786.08		
1003624 e	04/27/26	MINNESOTA DEPT. OF REV.			
G 101-2310		PAYROLL CLEARING ST	\$7,957.41		* State w/h
		Total	\$7,957.41		
1003625 e	04/27/26	Public Employees Retirement			
G 101-2330		PAYROLL CLEARING PE	\$34,893.53		* Pera w/h
		Total	\$34,893.53		
1003626 e	04/27/26	Optum			
G 101-2347		HSA CLEARING ACCT	\$5,657.18		HSA Employer and Employee Cont
		Total	\$5,657.18		
1003627 e	04/27/26	EDWARD JONES			
G 101-2370		PAYROLL CLEARING DE	\$3,091.04		* Deferred Comp w/h
		Total	\$3,091.04		
1003628 e	04/27/26	ICMA			
G 101-2370		PAYROLL CLEARING DE	\$288.46		* Roth IRA Contributions
		Total	\$288.46		
1003629 e	04/27/26	HCSP			
G 101-2370		PAYROLL CLEARING DE	\$275.00		* HCSP Retirement
		Total	\$275.00		
1003630 e	04/15/26	BRIDGEWATER BANK			
E 101-41320-437		MISCELLANEOUS EXPE	\$109.00	4/15/26	REMOTE DEPOSIT & POSITVE PAY MONTHLY FEE
		Total	\$109.00		

CITY OF MINNETRISTA

04/30/26 11:42 AM

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***Check Detail Register©**

Batch: 4-15-26 BRIDGE,PR04232026,MNPaidLeaveqtr12026,050426AP,AE2S05042026,POSTAGE 4-27-26,PD-PETTYCASH043026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1003631 e	04/28/26	MINNESOTA UI FUND			
G 101-2335		MN PAID LEAVE	\$9,280.15	Qtr 1 2026	Mn Paid Leave
		Total	\$9,280.15		
1003632 e	04/29/26	Postmaster			
E 101-41320-322		POSTAGE	\$500.00	4/27/2026	POSTAGE ADDED TO POSTAGE MACHINE (E-CHECK)
		Total	\$500.00		
1003633 e	05/04/26	AE2S			
E 602-49490-303		ENGINEERING SERV	\$1,646.50	110216	AE2S March invoicing for LS #4 & LS #6 panel replacement
E 601-49440-303		ENGINEERING SERV	\$29,489.99	110291	AE2S March invoicing for WTP construction
E 602-49490-303		ENGINEERING SERV	\$5,328.75	110347	AE2S March invoicing for General Services
		Total	\$36,465.24		
		1010	\$298,689.65		

Fund Summary**1010 1ST BK OF THE LAKES**

101 GENERAL FUND	\$166,846.65
401 CAPITAL IMPROVEMENT PROGRAM	\$21,942.58
406 ROAD MAINTENANCE FUND	\$6,367.00
601 WATER FUND	\$36,610.19
602 SEWER FUND	\$34,005.94
651 STORM WATER MGMT FUND	\$25,721.18
673 CABLE	\$805.91
801 LANDUSE AGENCY	\$6,390.20
	\$298,689.65

CITY OF MINNETRISTA

CITY COUNCIL AGENDA ITEM



Subject: Approve AE2S Task Order #20 for professional services to update the City’s Risk & Resilience Assessment and its Emergency Response Plan

Prepared By: Gary Peters, Public Works Director

Meeting Date: May 4, 2026

Issue:
The City Council needs to approve a Professional Services Agreement with AE2S to update the City’s Risk & Resilience Plan and its Emergency Response Plan. AE2S Task Order No. 20 is attached for review.

Background/History:
On October 23, 2018, America’s Water Infrastructure Act (AWIA) was approved which requires communities with a drinking water system serving over 3,300 people to develop a Risk & Resilience Assessment (RRA) and Emergency Response Plan (ERP) and update it every five years. City staff will be consulted when the evaluation of the determined risks is examined. These determined risks are due to natural or malevolent acts, and if critical infrastructure such as watermains, treatment, storage or control systems are resilient to the potential risks. AE2S would then look at the city’s monitoring practices, financial infrastructure (such as billing system), and operations and maintenance of the system to determine the City’s capital and operational needs. This information will be used to generate the RRA on behalf of the City of Minnetrista and will be submitted by the June 30, 2026, deadline.

Using the information from the RRA, AE2S will prepare the ERP based on the City’s utility information and resilience strategies. The ERP will identify core response procedures, incident specific response procedures, mitigation actions and detection strategies. City staff will be consulted during this process to ensure that the ERP components are in line with staffing and executable. This information will be used to generate the ERP on behalf of the City of Minnetrista, and will be submitted by the December 31, 2026, deadline.

- Overview:**
AE2S will provide the following services:
- I. Review Existing Documents**
 - Review existing RRA.
 - Review existing ERP and associated Incident Specific Response Plans (ISRP’s).
 - II. Risk and Resiliency Assessment (RRA) Update**

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.

- Determine required RRA revisions based on changes to water utility infrastructure, operating practices, and Environmental Protection Agency (EPA) provided recommendations since the previous certification cycle.
- Conduct a 2-hour virtual workshop with Owner's staff to review the proposed revisions to the RRA assets, threats, consequences, and countermeasures.
- Update the existing RRA Report to document findings and highlight the revisions discussed during the workshop.
- Conduct a 1-hour virtual review meeting with the Owner to review the updated RRA Report.

III. Emergency Response Plan (ERP) Update

- Determine required ERP revisions based on changes to water utility infrastructure, operating practices, and EPA provided recommendations since the previous certification cycle.
- Conduct a 2-hour virtual workshop with Owner's staff to review the proposed revisions to the ERP.
- Update the existing ERP document to reflect changes made to the RRA and discussion during the workshop. Revise the existing ISRPs as needed based on updates to the ERP.
- Conduct a 1-hour virtual review meeting with the Owner to review the updated ERP document

Please see the attached AE2S Task Order No. 20 for complete details.

Fiscal Impact:

It is proposed that the work be completed on an hourly, not-to-exceed basis, with the initial document review fee at \$3,600.00, the RRA fee at \$9,000.00 and the ERP fee at \$8,900.00; for a total not to exceed \$21,500.00.

Recommended City Council Action:

Motion to award Resolution No. 50-26 approving AE2S Task Order No. 20 for Professional Services to update and submit the City's Risk & Resilience Plan and an Emergency Response Plan at a total not to exceed \$21,500.00.

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.

Task Order No. 20

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 1, 2022 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: April 20, 2026
- b. Owner: City of Minnetrista
- c. Engineer: Advanced Engineering and Environmental Services, LLC
- d. Specific Project (title): Minnetrista RRA/ERP Update
- e. Specific Project (description): The project consists of updating the existing Risk and Resilience Assessment (RRA) and Coinciding Emergency Response Plan (ERP) in accordance with AWIA.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

Study and Report Phase Services (Exhibit A, Paragraph A1.01), as modified:

- I. Review Existing Documents
 - Review existing RRA.
 - Review existing ERP and associated Incident Specific Response Plans (ISRPs).
- II. Risk and Resiliency Assessment (RRA) Update
 - Determine required RRA revisions based on changes to water utility infrastructure, operating practices, and Environmental Protection Agency (EPA) provided recommendations since the previous certification cycle.
 - Conduct a 2-hour virtual workshop with Owner’s staff to review the proposed revisions to the RRA assets, threats, consequences, and countermeasures.
 - Update the existing RRA Report to document findings and highlight the revisions discussed during the workshop.
 - Conduct a 1-hour virtual review meeting with the Owner to review the updated RRA Report.

III. **Emergency Response Plan (ERP) Update**

- Determine required ERP revisions based on changes to water utility infrastructure, operating practices, and EPA provided recommendations since the previous certification cycle.
- Conduct a 2-hour virtual workshop with Owner’s staff to review the proposed revisions to the ERP.
- Update the existing ERP document to reflect changes made to the RRA and discussion during the workshop. Revise the existing ISRPs as needed based on updates to the ERP.
- Conduct a 1-hour virtual review meeting with the Owner to review the updated ERP document

B. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

3. **Additional Services**

A. Additional Services that may be authorized or necessary under this Task Order are:

- Those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: None

5. **Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Task	Est. Completion Date
01 Review Existing Documents	May 2026
02 Risk and Resiliency Assessment Update	June 30, 2026
03 Emergency Response Plan Update	December 30, 2026

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
TASK 1 – Review Existing Documents	\$3,600.00	Hourly
TASK 2 – Risk and Resiliency Assessment (RRA) Updates	\$9,000.00	Hourly
TASK 3 – Emergency Response Plan (ERP) Updates	\$8,900.00	Hourly
TOTAL COMPENSATION	\$21,500.00	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered. Engineer shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None

8. Other Modifications to Agreement and Exhibits: None

9. Attachments:

a. 2026 Billing Rate Schedule

10. Other Documents Incorporated by Reference: None

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is April 20, 2026.

OWNER:
City of Minnetrista

ENGINEER:
Advanced Engineering and Environmental Services,
LLC

By:

By: 

Print name:

Print name: Steve Seibert

Title:

Title: Operations Manager

Date Signed:

Date Signed:
Apr 16, 2026

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Gary Peters

Title: Public Works Director

Address: 7701 County Road 110 W
Minnetrista, MN 55364

E-Mail Address: garypeters@ci.minnetrista.mn.us

Phone: 952-241-2532

DESIGNATED REPRESENTATIVE FOR ORDER:

Name: Aaron Vollmer

Title: Client Development Director

Address: Water Tower Place Business Center
6901 East Fish Lake Road, Suite 184
Maple Grove, MN 55369

E-Mail Address: aaron.vollmer@ae2s.com

Phone: 763-463-5036

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

2026 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	\$73.00	IT 1	\$145.00
Administrative 2	\$88.00	IT 2	\$196.00
Administrative 3	\$103.00	IT 3	\$241.00
Communications Specialist 1	\$117.00	Land Surveyor Assistant	\$107.00
Communications Specialist 2	\$137.00	Land Surveyor 1	\$129.00
Communications Specialist 3	\$158.00	Land Surveyor 2	\$156.00
Communications Specialist 4	\$190.00	Land Surveyor 3	\$175.00
Communications Specialist 5	\$210.00	Land Surveyor 4	\$193.00
		Land Surveyor 5	\$213.00
Construction Services 1	\$140.00	Operations Specialist 1	\$112.00
Construction Services 2	\$171.00	Operations Specialist 2	\$140.00
Construction Services 3	\$190.00	Operations Specialist 3	\$173.00
Construction Services 4	\$211.00	Operations Specialist 4	\$198.00
Construction Services 5	\$232.00	Operations Specialist 5	\$222.00
Engineering Assistant 1	\$94.00	Project Coordinator 1	\$130.00
Engineering Assistant 2	\$111.00	Project Coordinator 2	\$145.00
Engineering Assistant 3	\$140.00	Project Coordinator 3	\$162.00
Engineer 1	\$152.00	Project Coordinator 4	\$178.00
Engineer 2	\$182.00	Project Coordinator 5	\$201.00
Engineer 3	\$213.00		
Engineer 4	\$246.00	Project Manager 1	\$229.00
Engineer 5	\$264.00	Project Manager 2	\$251.00
Engineer 6	\$279.00	Project Manager 3	\$269.00
		Project Manager 4	\$284.00
Engineering Technician 1	\$93.00	Project Manager 5	\$303.00
Engineering Technician 2	\$117.00	Project Manager 6	\$317.00
Engineering Technician 3	\$141.00		
Engineering Technician 4	\$158.00	Sr. Designer 1	\$199.00
Engineering Technician 5	\$181.00	Sr. Designer 2	\$221.00
		Sr. Designer 3	\$238.00
Financial Analyst 1	\$126.00		
Financial Analyst 2	\$142.00	Sr. Financial Analyst 1	\$236.00
Financial Analyst 3	\$171.00	Sr. Financial Analyst 2	\$257.00
Financial Analyst 4	\$187.00	Sr. Financial Analyst 3	\$279.00
Financial Analyst 5	\$209.00		
GIS Specialist 1	\$117.00	Technical Expert 1	\$361.00
GIS Specialist 2	\$142.00	Technical Expert 2	Negotiable
GIS Specialist 3	\$168.00		
GIS Specialist 4	\$188.00		
GIS Specialist 5	\$210.00		
I&C Assistant 1	\$112.00		
I&C Assistant 2	\$139.00		
I&C 1	\$166.00		
I&C 2	\$196.00		
I&C 3	\$221.00		
I&C 4	\$234.00		
I&C 5	\$246.00		

Reimbursable Expense Rates

Transportation	\$0.83/mile
Survey Vehicle	\$1.05/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS/USV – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$60.00/day
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$302.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

RESOLUTION NO. 50-26

A RESOLUTION APPROVING AE2S TASK ORDER NO. 20 FOR PROFESSIONAL SERVICES TO UPDATE THE CITY’S RISK & RESILIENCE PLAN AND ITS EMERGENCY RESPONSE PLAN AT A TOTAL COST NOT TO EXCEED \$21,500.00

WHEREAS, America’s Water Infrastructure Act (AWIA) was approved on October 23, 2018; and

WHEREAS, AWIA requires communities whose water system serves over 3,300 people, to update their Risk & Resilience Assessment and an Emergency response Plan every five years; and

WHEREAS, the City of Minnetrista’s water system serves over 3,300 people.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, approving AE2S Task Order No. 20 for Professional Services to update and submit the City’s Risk & Resilience Plan and an Emergency Response Plan at a total not to exceed \$21,500.00.

This resolution was adopted by the City Council of the City of Minnetrista on the 4th day of May 2026, by a vote of _____ Ayes and _____ Nays.

Mayor Lisa Whalen

ATTEST:

Ann Meyerhoff
City Clerk

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM

Subject: Accept and award quote for spray lining 91 sanitary sewer manhole chimney structures

Prepared By: Gary Peters, Public Works Director

Meeting Date: May 4, 2026

Issue:

There are 91 sanitary sewer manhole structures on the 2026 Street Project that have had the top section, or chimney section, of the structure inspected for I&I reduction. Please see attached map/photos. Out of the 91 chimney sections inspected, 31 need reconstruction.

Overview:

With every street project, sanitary sewer manhole structures are inspected to evaluate the condition of the concrete adjustment rings. These rings sit on top the manhole structure cone section and are used to adjust the height of manhole castings to align with the finished pavement surface. There can be one ring, or several rings, and are referred to as the chimney section of the structure. When these rings are found to have I&I, or are in poor structural condition, they are replaced. This procedure involves removing 4-6 feet of the asphalt around the structure, excavating down to the top to the cone section, and removing the steel casting and old rings. Once the top of the cone surface is cleaned and prepped, a plastic I&I barrier shield is installed, new rings are then installed and grouted together, the original casting is set back in place, gravel is backfilled around the structure, and finally asphalt is installed. The time spent doing the removals, the regrouting, the backfilling and asphalt repairs can take 2-4 days depending on the number of rings. The cost of this procedure can range from \$1,600.00 to \$2,300.00 per manhole.

Public Works Staff asked both the vendors quoting the manhole and catch basin repairs about spray lining just the ring section of manholes. Both stated that they have done this in the past for other cities, and that the spray lining performs the same as if the whole structure was done. They also stated that this not only seals the chimney section against I&I, but it also helps increase structural strength. The project would consist of cleaning the entire chimney seal area of the manhole, followed by the insertion of expanding grout into the cracks and crevasses of the rings. This grout expands outside the rings to make a better seal. The interior surface is then prepped and lined.

Both contractors have done manhole spray lining work for the city before, and their products past performance has surpassed our expectations and are performing great. Both products have a ten-year warranty on both the material and the labor. Knowing this information, Public Works staff asked both contractors to inspect all the manhole structures and quote the spray lining of the chimney sections.

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.

All 91 manhole structures were inspected and quotes were submitted. Both contractors stated that the manhole structures could all be grouted and spray lined and were confident that no complete manhole reconstructions were necessary.

Fiscal Impact:

Public Works feels that spray lining all 91 manhole chimney structures is beneficial to increasing the structural life of the manhole, while helping to prevent I&I. It will also prevent the need for reconstruction on 31 structures on this project, which saves an estimated \$49,600.00. Cost comparison for the manhole chimney seal lining is as follows:

Contractor	Cost per Manhole Chimney	Total Cost
Hiperline High Performance Lining	\$832.00	\$75,712.00
Summit Infrastructure	\$744.45	\$67,745.00

Comparing the submitted total costs and warranties associated with these products, and the reconstruction cost, Public Works staff is recommending contracting with Summit Infrastructure to complete the spray lining of all 91 chimney manhole structures.

The cost of lining these 91 sanitary sewer manhole chimneys will be covered under the 602 Sewer Operating Fund CIP. This fund has a line item titled “I&I Repair w/street projects” with an assigned dollar amount of \$75,000.00 of 2026. The submitted quote of \$67,745.00 is well within this budgeted amount.

Recommended City Council Action:

Motion to approve Resolution No. 51-26 to accept and award the quote from Summit Infrastructure for the installation of OBIC Lining in 91 sanitary sewer manhole chimney structures at a total price of \$67,745.00.

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.

ESTIMATE

Summit Infrastructure LLC

555 Wick Ct Ste 102

Neenah, WI 54956-1273

creynolds@summitinfrastruct.com

+1 (920) 809-3737

www.SummitInfrastruct.com



to

Gary Peters

City of Minnetrista

7701 County Road 110W

Minnetrista, MN 55364

Estimate details

Project Name: Manhole Chimney Sealing

Estimate no.: 200144

Estimate date: 02/26/2026

#	Product or service	Description	Amount
1.	Manhole Chimney Sealing	Seal manhole chimneys approx. 2' from casting down using three layer polyurea system. QTY 91	\$65,520.00
2.	Mobilization		\$2,225.00
Total			\$67,745.00

Note to customer

Includes:

- Clean and prep of chimneys
- Injection grouting if needed
- Application of polyurea based three-layer system
- All materials and labor to complete project

** Original price per chimney is \$820 each. Price discounted to \$785 due to qty. Price offer of \$720 each if all 84 chimneys are included in scope.

Water supply to be provided by town

Excludes:

- Sales and use tax
- Vac truck or bypass pumping services

\$744.45 per MH

Accepted date

Accepted by



HIPERLINE
HIGH PERFORMANCE LINING

145 Field Crest Blvd NW
Cokato, MN 55321
Tel: 320.286.2471
Email: grant@HIPERLINE.com
Web: www.HIPERLINE.com

Job Name:	Chimney Seal Project 2026	Quote Date: 3.9.2026
Job Location:	Various Areas around Minnetrista	
Engineer:	WSB	Plans Date: Mar 2026
Class of Work:	Chimney Seals – SpectraShield Liner	
Addenda:	NA	

BASE BID

Item	Estimated Qty.	Unit Price	Cost
CHIMNEY SEAL, SANITARY MH's	50	\$868.00	\$43,400.
CHIMNEY SEAL, SANITARY MH's	51-100	\$832.00	\$41,600.

91 total MHs in project area
\$832.00/MH * 91 = \$75,712.00

Notes:

- Quote is for lining the top 1'-2' of Sanitary Manholes – concrete rings.
- Price valid for 2026.
- Estimated timeline is 3-5 weeks onsite depending on quantity.
- Lining process includes surface preparation, grouting, and lining with the SpectraShield® Liner System.

Accepted Date _____

By (name) _____

Send/Email Invoices to: _____

RESOLUTION NO. 51-26
CITY OF MINNETRISTA
HENNEPIN COUNTY, MINNESOTA

**RESOLUTION TO ACCEPT AND AWARD THE QUOTE FROM SUMMIT
INFRASTRUCTURE FOR THE INSTALLATION OF OBIC LINING IN 91
SANITARY SEWER MANHOLE CHIMNEY STRUCTURES**

WHEREAS, the City of Minnetrista has a need for the installation of a spray liner for 91 sanitary sewer manhole chimney structures;

WHEREAS, the City of Minnetrista received the lowest quotation from Summit Infrastructure in the amount of \$67,745.00 for the installation of OBIC Lining for 91 sanitary sewer manhole chimney structures;

WHEREAS, the funding for the spray lining of the 91 sanitary sewer manhole chimney structures will be funded by the 602 Sanitary Sewer Operating Fund CIP;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that they accept and award the quote from Summit Infrastructure for the installation of OBIC Lining in 91 sanitary sewer manhole chimney structures at a total price of \$67,745.00.

This resolution was adopted by the City Council of the City of Minnetrista on the 4th day of May 2026 by a vote of ____ Ayes and ____ Nays.

Mayor Lisa Whalen

ATTEST:

Ann Meyerhoff
City Clerk

CITY OF MINNETRISTA



CITY COUNCIL CONSENT AGENDA ITEM

Subject: Application from Three Rivers Park District for a conditional use permit to install a ground-mounted solar energy system at Gale Woods Farm

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

Meeting Date: May 4, 2026

Overview: Three Rivers Park District (the “Applicant”) has made an application for a conditional use permit to install a ground-mounted solar energy system at 36 Address Unassigned; A: Agriculture Zoning District; PID #21-117-24-41-0001 (the “Property”). The parcel is part of Gale Woods Farm at 7210 County Road 110 West.

Background: It is the intent of the city in establishing general and specific criteria for conditional uses that such uses, by subject to careful evaluation to ensure that their location, size, and design, are consistent with the standards, purposes, and procedures of the city code and the comprehensive plan. The city may also consider whether the proposed use complies or is likely to comply in the future with all standards and requirements set out in other regulations or ordinances of the city or other governmental bodies having jurisdiction over the city.

The city may grant conditional use permits when such permits are authorized by this section and may impose conditions and safeguards in such permits to protect the health, safety and welfare of the community and assure harmony with the comprehensive plan of the city.

Discussion: When acting upon an application for a conditional use permit, the city will consider the effect of the proposed use upon the health, safety, and general welfare of the city. When considering the effect, the city should look at the following:

- (1) **The factors of noise, glare, odor, electrical interference, vibration, dust, and other nuisances; fire and safety hazards; existing and anticipated traffic conditions; parking facilities on adjacent streets and land.**

The Applicant has indicated there aren’t concerns with noise, glare, odor, electrical interference, vibration, dust, and other nuisances. There may be a slight disturbance during construction, but beyond that the system runs silently. The Property is large and there is ample space to stage and park during construction. Post construction, the system won’t generate significant traffic nor require any additional parking on the street. Fire and safety should not be a concern as the

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.

system will be constructed to the applicable codes and inspected as needed during construction.

(2) The effect on surrounding properties, including valuation, aesthetics and scenic views, land uses, character and integrity of the neighborhood.

City code requires that all ground mounted solar energy system be screened to the fullest extent practical without reducing efficiency. By doing so, this helps to minimize the impact on the surrounding neighborhood and views. The Applicant is proposing the array in a location that utilizes the remote nature of the location along with existing vegetative cover and fencing for screening. This is shown on the attached site plan. The City Council should review and determine if this is acceptable. As for valuation, previous similar applications have indicated that solar energy systems add value to properties per government and realtor reports.

(3) Consistency with the city’s comprehensive plan; impact on governmental facilities and services, including roads, sanitary sewer, water and police and fire.

In the simplest form, the proposed solar array complies with the comprehensive plan because it’s allowed by conditional use permit in the rural land use designation (Agriculture zoning district). It is further confirmed because an element of the comprehensive plan is protecting solar access, which this array is taking advantage of. As far as impact on governmental services, there will be a slight uptick on the roads during construction, but afterwards that should cease and the use will become passive. The project won’t necessitate additional police or fire services and the Property is not connected to City water or sewer, so no impact there either.

(4) The effect on sensitive environmental features including lakes, surface and underground water supply and quality, wetlands, slopes, flood plains and soils.

The Applicant is proposing the solar energy system in a relatively flat, open space. The Applicant will be using the existing vegetation to help screen the system, so there should be an emphasis on preserving said vegetation. The proposed system meets all the requirements from property lines, the lakeshore, and any wetlands on the Property, which helps protect those features. In addition to complying with the required setbacks, the solar array will only require footings and should be minimally invasive to the slopes and soils and won’t alter any floodplains (if applicable). There also shouldn’t be an impact on the underground water supply, especially since its counted as hardcover based on minimum tilt, when in reality it will be angled and cover less of the Property (which currently is well below the allotted 25% maximum). The system is also located far way from the existing well on the property.

(5) Any other factors as found relevant by the city.

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.

Based on the request, the information submitted with this land use application, and the lack of neighborhood concerns, there appears to be no other relevant factors to consider.

Neighborhood Comments: Notices were sent out to all property owners within 500 feet of the subject property. To date, staff has spoken with one neighboring property owner, but has not received any written comments/concerns regarding this request at the time of this report.

Planning Commission Recommendation: The Applicants’ request was presented to the Planning Commission at their April 27, 2026 meeting. At that meeting, the Planning Commission reviewed the Applicants’ request and held the required public hearing. No one besides the Applicants were present. After hearing no public testimony during the public hearing and having considered the entire record before them, the Planning Commission made a motion to recommend the City Council approve the requested conditional use permit at Gale Woods Farm, based on certain findings of fact and subject to conditions. Motion passed 5-0. Absent: Gangestad, Taylor, Rognli, and Gehring.

Conclusion: The City Council should review the staff report and the 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 proposed ground-mounted solar energy system is allowed by Conditional Use Permit in the Agriculture (A) Zoning District;
2. The proposed use does not have an effect of upon the health, safety, and general welfare of the city regarding the factors of noise, glare, odor, electrical interferences, vibration, dust, or other nuisances;
3. The proposed use does not pose any discernable fire or safety hazards;
4. The proposed use does not change existing or anticipated traffic conditions or parking facilities on adjacent streets and land;
5. The proposed use does not have an effect on surrounding properties, including valuation, aesthetics and scenic views, land uses, or character and integrity of the neighborhood;
6. The proposed use does not have any added impact on governmental facilities or services, including roads, sanitary sewer, water and police and fire;
7. The proposed use does not have an effect on sensitive environmental features including lakes, surface and underground water supply and quality, wetlands, slopes, flood plains, or soils; and
8. The request is consistent with the Minnetrista Comprehensive Plan.

Recommended Action: Motion to adopt a resolution approving the requested conditional use permit for a ground-mounted solar energy system at Gale Woods Farm, based on the findings of fact outlined in the staff report and subject to the following 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.

1. The ground-mounted solar energy system must remain screened from view to the extent possible without reducing efficiency;
2. If the ground-mounted solar energy system is not in proper working order, has ceased functioning for a period of more than six months or has not been maintained, it must be deconstructed and removed from the property at which point the Planning Commission and City Council shall review the Conditional Use Permit;
3. The Applicant shall obtain all necessary permits and approvals from the City and other applicable entities with jurisdiction prior to any construction;
4. The Applicant shall be responsible for all fees incurred by the city in review of this application;
5. The City may inspect the property, at any time, for the purposes of insuring the conditions of the Conditional Use Permit are being met;
6. The City Council reserves the right to review and revoke the CUP upon violation of any term or condition; and
7. Any other conditions deemed necessary by the City Council.

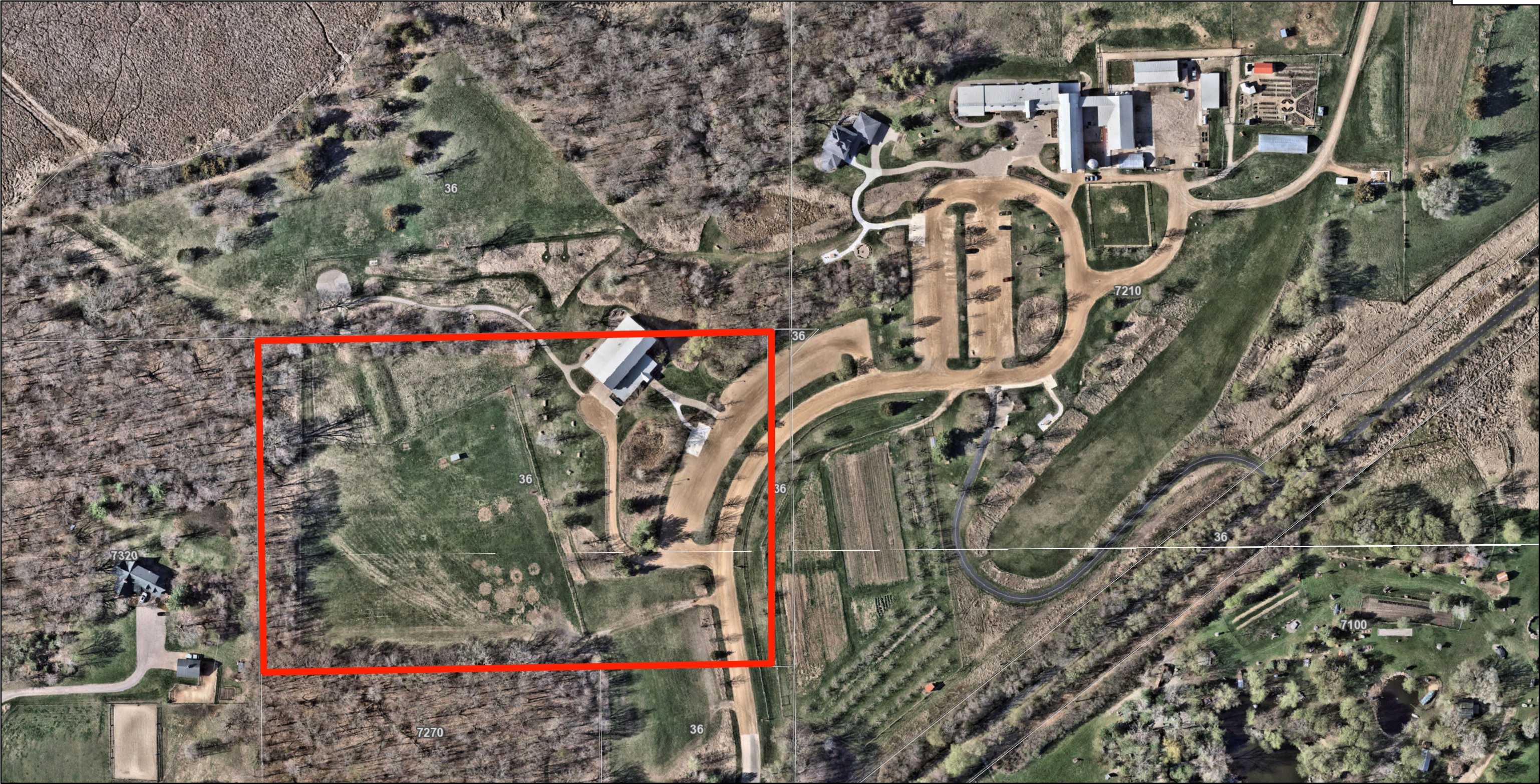
Attachments:

1. Location Map
2. Applicant Narrative
3. Site Plan
4. Building Plans
5. Res. No. 52-26 Approve Conditional Use Permit for Ground-Mounted Solar at Gale Woods Farm

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.

Gale Woods Farm



 City Boundary
 Address Labels
 Parcels



1 in = 200 Ft



April 21, 2026

Map Powered By



March 27, 2026

City of Minnetrista Solar CUP Application Response
Gale Wood Solar Installation – Pavilion Ground-Mount System
Three Rivers Park District

CUP Application Item 2 – Written Statements:

- a. Contact Information:
 1. Owner of Record:
Three Rivers Park District
3000 Xenium Lane N., Plymouth, MN 55441
7653-559-9000
 2. Owner Authorized Agent:
Jason Zemke
Three Rivers Park District
3000 Xenium Lane N. Plymouth, MN 55441
612-490-3317
 3. Solar Installer:
Brok Johnson
Solar Connection Inc.
6254 34th Ave. NW, Suite A, Rochester, MN 55901
507-292-8400
- b. Site Data:
 1. Address:
Gale Woods Farm
7210 Co. Rd. 110 W, Minnetrista, MN 55364
 2. Current Zoning Classification: Parks
 3. Parcel Size: 8.57 Acres (373,400 SF)
 4. PID #: 2111724410003
 5. Legal Description:
The North 30 rods of the West 45 5/7 rods of the East 47 5/7 rods of the Northeast ¼ of the Southeast ¼ of Section 21, Township 117, North Range 24, West of the 5th Principal Meridian.
ALSO: The East 2865.55 feet of that part of the Northeast ¼ of the Southeast ¼ of Section 21, Township 117, Range 24, lying South of the North 30 rods thereof and North of the North lines of County Road No. 110 and the Great Northern Railway right of way, EXCEPT the East 2 rods thereof, according to the United States Government Survey thereof and situate in Hennepin County, Minnesota.
- c. History of Property:
Prior to 2000, Gale Woods Farm was privately owned. The property was donated to Three Rivers Park District in the early 2000's. Since the early 2000's, the Park District developed the site into a working farm that specializes in public education related to sustainable agriculture, food production, and land stewardship. Gale Woods Farm is now comprised of over 400 acres across 12 parcels.
- d. Proposed Use of Site/Development:
The proposed solar photovoltaic (PV) development consists of a single row of 64 ground mount solar panels (total 1,317 SF). The PV array will be installed within an existing pasture that is used for grazing sheep. The PV array will positively impact the operations of the Farm in both a functional and educational manner.

First, the development will enhance sustainable educational programming because of its compatibility with sustainable agricultural practices, namely, agrivoltaics.

Agrivoltaics is a term that describes compatible dual uses of land for agriculture (in this case, sheep-grazed pasture) with energy generation. Agrivoltaics does not take farmland out of production. Rather, farmland is retained and enhanced by the installation of solar PV because the solar array provides shading for the sheep.

Second, educational programming designed to discuss the concepts of agrivoltaics and green energy will be enhanced by bringing farm tours and school groups to view the ground-mounted system up close.

The PV array will not otherwise impact existing use, functionality, traffic circulation, or natural wetland/forested areas of the Farm.

e. Impact of Development on City:

No direct or adverse effects on the City or immediate neighbors are anticipated due to the proposed solar PV development. The solar PV array will cause no additional vehicle traffic to the site, does not create additional noise or pollution, does not impact natural resources on or adjacent to the site, and is not visible from a public right-of-way. The solar PV array is over 200' away from the adjacent neighbor's property and is completely screened from view from the adjacent property by a natural tree line of mature trees. Modern PV solar modules generally create little to no glare, as they are designed to absorb the sun's rays rather than reflect them. As a comparison, most glare studies have found that ground mounted PV solar arrays create less glare than residential windows, bodies of water, and ground snow. I have attached an in depth glare study as a reference with the findings on pages 18 and 19. This specific ground mounted solar project will also not be visible from any main roadway and would not provide glare to any neighboring residential property. However, the Park District will work with the City if additional natural screening is required.

f. Relationship to Minnetrista Comprehensive Plan:

The existing site is currently zoned as a Park, which is consistent with the 2040 Planned Use, which designates the site to remain as a Park use. Additionally, the proposed development is consistent with the Comprehensive Plan's goal to maintain the rural character of the land and to preserve farmland as well as recreational opportunities. Finally, the Plan seeks to preserve solar access throughout the City – the proposed development is consistent with that goal.

g. Concerns of Neighboring Properties:

Our original proposed location for the ground-mount solar array was on a different parcel within Gale Woods Farm. However, the original location was in direct view of a neighbor to the south, across the Dakota Rail Regional Trail. Based on that neighbor's informal concerns, we revised our plan and selected the current site that is significantly less visible from any adjacent property. The adjacent neighbor directly to the west of the proposed ground-mount array, Guy Doot, told the Park District that he is in favor of having solar panels, he is a proponent of renewable energy, and that he has no concerns about our proposed development, including its proposed location.

h. Conflicts with Nearby Land Uses:

The proposed development creates no conflicts with existing or future uses of nearby land nor does it disturb existing wetland or natural areas.

- i. Development's Burden on Public Facilities/Services:
The proposed development is simply a compatible enhancement to the current operations and use of the existing Farm. Ground-mounted solar PV will not adversely impact existing traffic levels, public utility services, or public City services.
- j. Proposed Development/Operating Schedule:
The proposed development will begin construction during the summer or fall of 2026, depending on successful interconnection and permitting with the utility provider (Xcel Energy). Construction is anticipated to be completed by the end of 2026.

C:\Users\112832\OneDrive - Three Rivers Park District\Department Documents\PROJECTS\Gale Woods\GAL 2401 Solar PV Installation\B Design\SolarSitePlan_CUP_KAW.dwg

Plotted: 3/18/2026 2:25 PM

LEGAL DESCRIPTION

The North 30 rods of the West 45 5/7 rods of the East 47 5/7 rods of the Northeast ¼ of the Southeast ¼ of Section 21, Township 117, North Range 24, West of the 5TH Principal Meridian.

ALSO: The East 286.55 feet of that part of the Northeast ¼ of the Southeast ¼ of Section 21, Township 117, Range 24, lying South of the North 30 rods thereof: and North of the North lines of County Road No. 110 and the Great Northern Railway right of way, EXCEPT the East 2 rods thereof, according to the United States Government Survey thereof and situate in Hennepin County, Minnesota.

EXISTING SHED

- PROPOSED SOLAR PANEL
• **ARRAY SETBACKS:**
• **N=33'**
• **E=419'**
• **W=217'**
• **S=451'**
• **SEPTIC MOUND=30'**

EXISTING DRAINFIELD

EXISTING PASTURE

EXISTING FENCING (TYP.)

EXISTING TREE LINE

GARAGE

EXISTING GALE WOODS FARM
PAVILION RENTAL SPACE

- PARCEL INFORMATION:
• **PARCEL ID: 2111724410003**
• **ZONING CLASSIFICATION: PARKS**
• **PARCEL SIZE: 8.57 ACRES (373,400 SF)**

- HARDCOVER CALCULATIONS
• **PROPOSED SOLAR ARRAY: 1317 SF, 0.35%**
• **BUILDINGS (SHED AND PAVILION): 6697 SF, 1.8%**
• **DRIVEWAY, PARKING LOT, SIDEWALK, AND PAVERS: 40,084 SF, 11%**

MAIN ENTRANCE ROAD
TO GALE WOODS FARM



DEPARTMENT OF PLANNING AND DEVELOPMENT
3000 XENIUM LANE NORTH 763-559-9000 PHONE
PLYMOUTH, MINNESOTA 55441 763-557-5248 FAX

GALE WOODS SOLAR PROJECT
7210 CO. RD 110 W
MINNETRISTA, MN 55364

Proj. No. GAL2401
Issue Date 03/20/2026

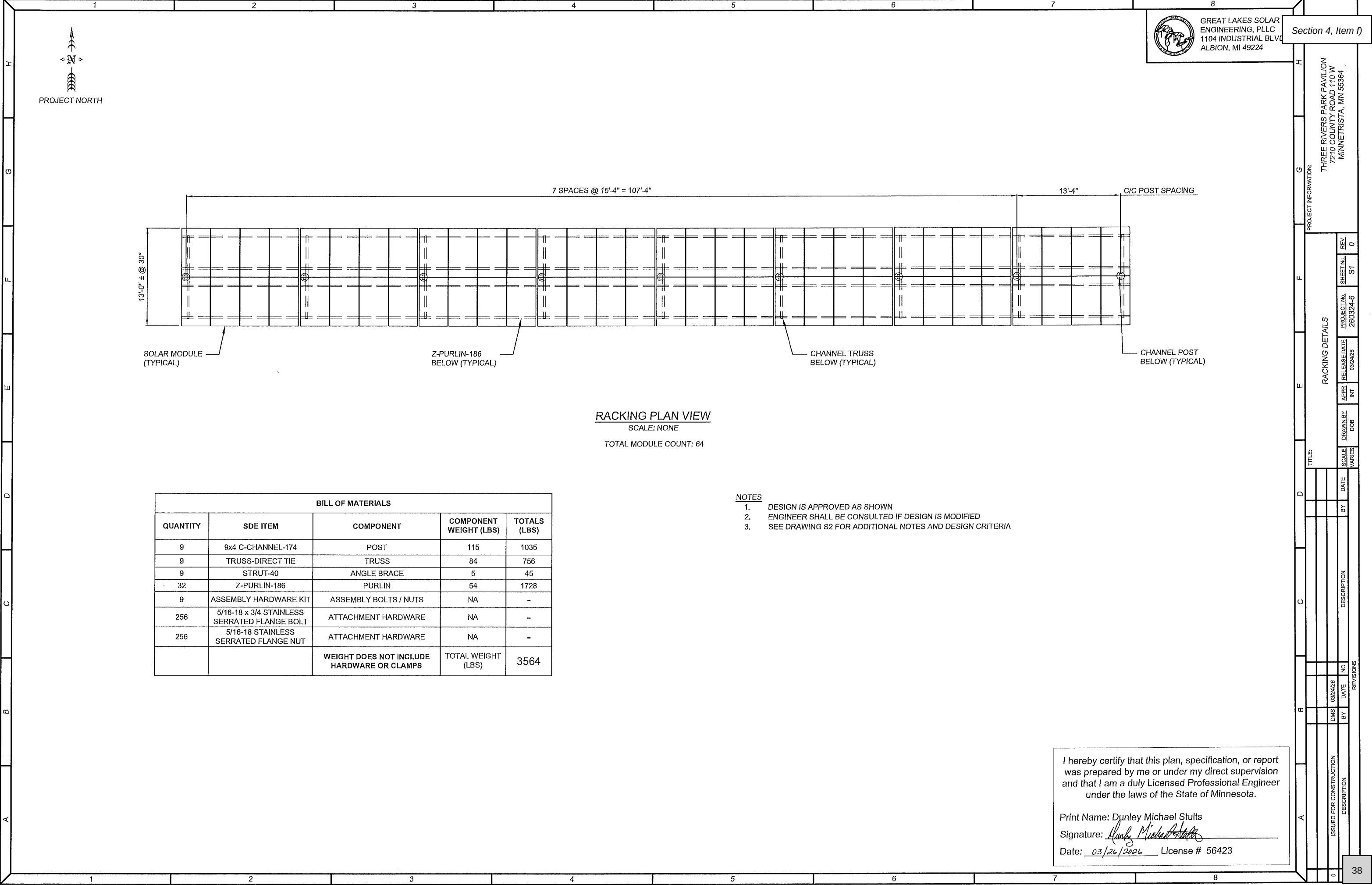
Designed By NS
Drawn By NS
Checked By JZ

SHEET TITLE
SITE PLAN

C101

Sheet 01 of 01

ELECTRONIC FILE LOCATION: \\Sds-eng\USDEEng\New Projects\260324-6 Three Rivers Park Pavilion (Van Meter Inc)



RACKING PLAN VIEW
SCALE: NONE
TOTAL MODULE COUNT: 64

BILL OF MATERIALS				
QUANTITY	SDE ITEM	COMPONENT	COMPONENT WEIGHT (LBS)	TOTALS (LBS)
9	9x4 C-CHANNEL-174	POST	115	1035
9	TRUSS-DIRECT TIE	TRUSS	84	756
9	STRUT-40	ANGLE BRACE	5	45
32	Z-PURLIN-186	PURLIN	54	1728
9	ASSEMBLY HARDWARE KIT	ASSEMBLY BOLTS / NUTS	NA	-
256	5/16-18 x 3/4 STAINLESS SERRATED FLANGE BOLT	ATTACHMENT HARDWARE	NA	-
256	5/16-18 STAINLESS SERRATED FLANGE NUT	ATTACHMENT HARDWARE	NA	-
		WEIGHT DOES NOT INCLUDE HARDWARE OR CLAMPS	TOTAL WEIGHT (LBS)	3564

- NOTES
- DESIGN IS APPROVED AS SHOWN
 - ENGINEER SHALL BE CONSULTED IF DESIGN IS MODIFIED
 - SEE DRAWING S2 FOR ADDITIONAL NOTES AND DESIGN CRITERIA

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

Print Name: Dunley Michael Stults
Signature: *[Signature]*
Date: 03/26/2026 License # 56423

GREAT LAKES SOLAR ENGINEERING, PLLC
1104 INDUSTRIAL BLVD
ALBION, MI 49224

Section 4, Item f)

PROJECT INFORMATION

THREE RIVERS PARK PAVILION
7210 COUNTY ROAD 110 W
MINNETRISTA, MN 55364

RACKING DETAILS

PROJECT No. 260324-6
RELEASE DATE 03/24/26
APPR INT
DRAWN BY DOB
SCALE VARIES

ISSUED FOR CONSTRUCTION

DESCRIPTION

NO REVISIONS

DATE 03/24/26
BY DMS

0

38

ELECTRONIC FILE LOCATION: \\sds-eng\usd\Eng\New Projects\260324-6 Three Rivers Park Pavilion (Van Meter Inc)

DRAWING INDEX
S1 RACKING DETAILS
S2 RACKING DETAILS / SPECIFICATIONS
& NOTES

SPECIFICATIONS
PANELS: VSUN SOLAR
600 W MODULES; 38.40 kW DC
TILT ANGLE: 30 DEGREES
GROUND CLEARANCE: 30 IN. ±

THIS CERTIFICATION IS FOR DESIGN OF SDE SOLAR
PANEL RACKING @ 30 DEGREE TILT WITH EMBEDDED
POSTS

GREAT LAKES SOLAR & ENGINEERING IS NOT
RESPONSIBLE FOR SOLAR PANEL DESIGN OR
INSTALLATION

CONTACT GREAT LAKES SOLAR & ENGINEERING IF
ROCK IS ENCOUNTERED DURING POST INSTALLATION

POSTS SHALL BE INSTALLED WITH FLAT FACE TO
THE EAST FOR EVEN ANGLES (20° & 30°) AND WITH
FLAT FACE TO THE WEST FOR ODD ANGLES (25° &
35°) AND SEASON ADJUSTABLE SYSTEMS

WEST FACING POST SHOWN IN RACKING SIDE
ELEVATION VIEW. EAST FACING POST SIMILAR

POSTS MAY BE TRIMMED FROM BOTTOM TO AVOID
EXCESS EMBEDMENT AS NEEDED

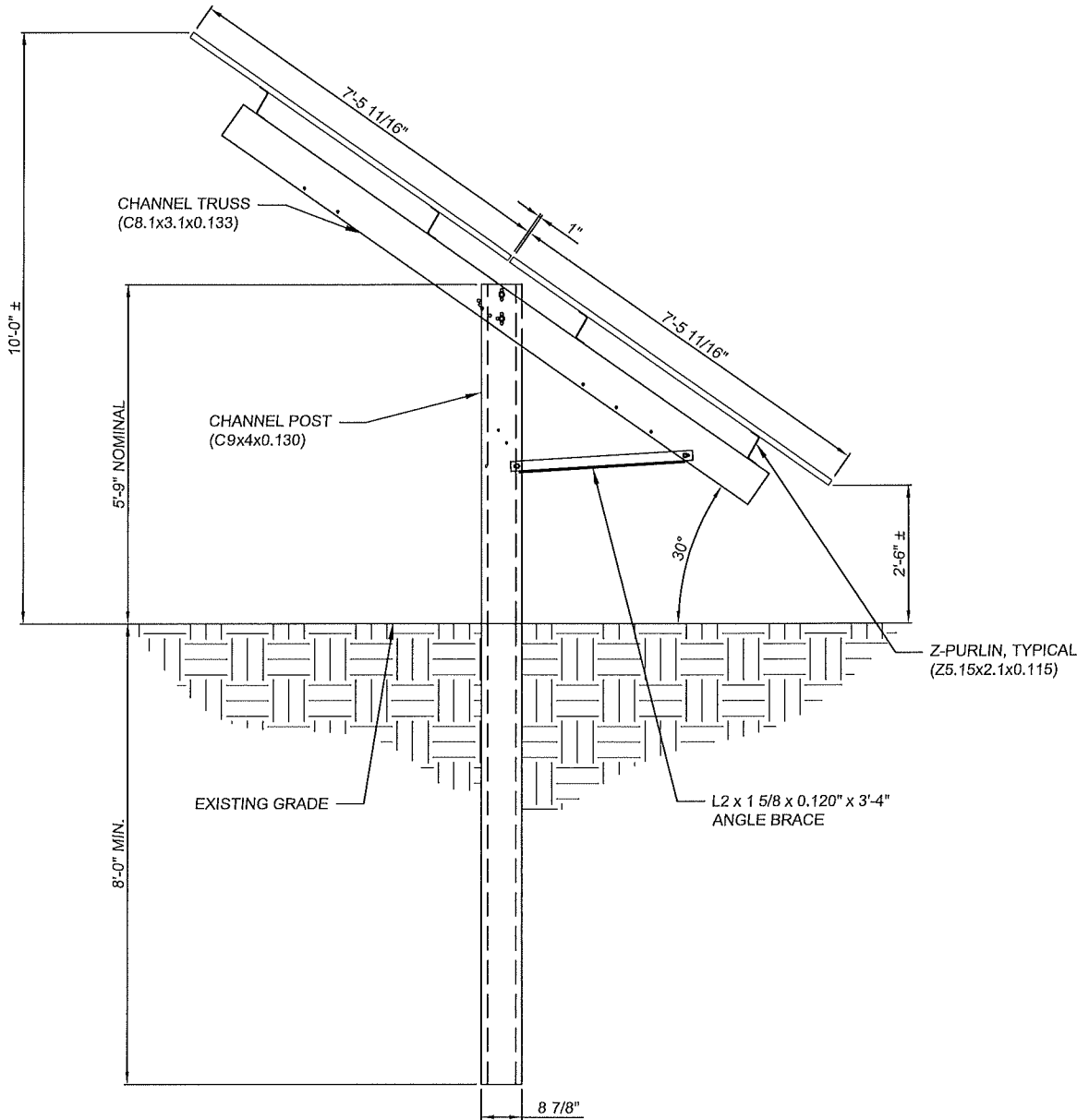
RACKING DESIGN CRITERIA
TOTAL AREA BETWEEN POSTS = 89.69" x 44.65" x 8 PANELS
= 222.46 SQ.FT.
APPLICABLE CODES AND STANDARDS: IBC 2018, ASCE 7-16
RISK CATEGORY: I
FLOOR LIVE LOAD (1603.1.1): NA
ROOF LIVE LOAD (1603.1.2): 20 PSF (REDUCIBLE)
ROOF SNOW LOAD (1603.1.3):
Pg = 50 PSF
Pf = 30.24 PSF
Ce = 0.9
Is = 0.8
Ct = 1.2
WIND LOAD (1603.1.4):
V = 102 MPH
Iw = 1.0
EXPOSURE: C
EARTHQUAKE DESIGN DATA (1603.1.5)
Sds = 0.053
Sd1 = 0.047
SITE CLASS = D
Ie = 1.00
SDC = A
BASE SHEAR V = 22.15 LBS

SOIL IS ASSUMED TO BE STIFF

POSTS SHALL BE EMBEDDED INTO UNDISTURBED SOIL

2 PANEL HIGH (PORTRAIT), 8 PANELS BETWEEN POSTS
GROSS UPLIFT = 2835 LBS (PER POST)
HORIZONTAL = 2750 LBS (PER POST)

- NOTES
- DESIGN IS APPROVED AS SHOWN
 - GREAT LAKES SOLAR & ENGINEERING SHALL BE
CONSULTED IF DESIGN IS MODIFIED
 - UNLESS INDICATED OTHERWISE, SYSTEM HAS BEEN
DESIGNED ASSUMING MODULES FACE 180°
AZIMUTH
 - SYSTEM SHALL BE INSTALLED PER
MANUFACTURER'S INSTALLATION GUIDE AND
SPECIFICATIONS
 - DRAINAGE SHALL BE DIVERTED AWAY FROM POSTS.
POSTS SHALL NOT BE INSTALLED IN SWALES,
DRAINAGE AREAS, OR WHERE WATER MAY BE
ALLOWED TO FLOW OR STAND
 - EXISTING GRADE SHALL BE NOMINALLY FLAT WITH
NO MORE THAN 5° SLOPE. GREAT LAKES SOLAR &
ENGINEERING SHALL BE CONSULTED IF SLOPE IS
GREATER THAN 5°
 - DAMAGED COMPONENTS SHALL BE REJECTED AND
REPLACED
 - SEE SHEETS C1 THROUGH C3 FOR STANDARD
CONNECTION DETAILS AND NOTES



RACKING SIDE ELEVATION VIEW
SCALE: NONE

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

Print Name: Dunley Michael Stults

Signature: *Dunley Michael Stults*

Date: 03/26/2026 License # 56423



GREAT LAKES SOLAR
ENGINEERING, PLLC
1104 INDUSTRIAL BLV
ALBION, MI 49224

Section 4, Item f)

THREE RIVERS PARK PAVILION
7210 COUNTY ROAD 110 W
MINNETRISTA, MN 55364

RACKING DETAILS / SPECIFICATIONS & NOTES				PROJECT INFORMATION	
SCALE	VARIES	DATE	BY	PROJECT NO.	REV
03/24/26	DMS	03/24/26	NO	260324-6	0
ISSUED FOR CONSTRUCTION	DESCRIPTION	DATE	BY	PROJECT NO.	REV
03/24/26	DMS	03/24/26	NO	260324-6	0
DESCRIPTION	DATE	BY	NO	PROJECT NO.	REV
DESCRIPTION	DATE	BY	NO	PROJECT NO.	REV

RESOLUTION NO. 52-26

CITY OF MINNETRISTA

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR THREE RIVERS
PARK DISTRICT FOR A GROUND-MOUNTED SOLAR ENERGY SYSTEM AT GALE
WOODS FARM**

WHEREAS, the City of Minnetrista 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, Three Rivers Park District (the “Applicant”) has made an application for a conditional use permit for a ground-mounted solar energy system at the property located generally at Gale Woods Farm (the “Property”) and which is legally described on Exhibit A attached hereto; and

WHEREAS, on April 27, 2026, the Minnetrista Planning Commission considered the requested conditional use permit, held a public hearing, and, after consideration of the record before it, voted 5-0 in favor of recommending approval of the conditional use permit; and

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

1. The proposed ground-mounted solar energy system is allowed by Conditional Use Permit in the Agriculture (A) Zoning District;
2. The proposed use does not have an effect of upon the health, safety, and general welfare of the city regarding the factors of noise, glare, odor, electrical interferences, vibration, dust, or other nuisances;
3. The proposed use does not pose any discernable fire or safety hazards;
4. The proposed use does not change existing or anticipated traffic conditions or parking facilities on adjacent streets and land;
5. The proposed use does not have an effect on surrounding properties, including valuation, aesthetics and scenic views, land uses, or character and integrity of the neighborhood;
6. The proposed use does not have any added impact on governmental facilities or services, including roads, sanitary sewer, water and police and fire;
7. The proposed use does not have an effect on sensitive environmental features including lakes, surface and underground water supply and quality, wetlands, slopes, flood plains, or soils; and
8. The request is consistent with the Minnetrista Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Minnetrista hereby approves the ground-mounted solar conditional use permit at Gale Woods Farm, as requested by the Applicant, based on the findings of fact outlined above, with the following conditions:

1. The ground-mounted solar energy system must remain screened from view to the extent possible without reducing efficiency;
2. If the ground-mounted solar energy system is not in proper working order, has ceased functioning for a period of more than six months or has not been maintained, it must be deconstructed and removed from the property at which point the Planning Commission and City Council shall review the Conditional Use Permit;
3. The Applicant shall obtain all necessary permits and approvals from the City and other applicable entities with jurisdiction prior to any construction;
4. The Applicant shall be responsible for all fees incurred by the city in review of this application;
5. The City may inspect the property, at any time, for the purposes of insuring the conditions of the Conditional Use Permit are being met; and
6. The City Council reserves the right to review and revoke the CUP upon violation of any term or condition.

This resolution was adopted by the City Council of the City of Minnetrista on the 4th day of May 2026, by a vote of ____ Ayes and ____ Nays.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk

EXHIBIT ALegal Description of the Property:

The North 30 rods of the West 45 $\frac{5}{7}$ rods of the East 47 $\frac{5}{7}$ rods of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 117, North Range 24, West of the 5th Principal Meridian.

ALSO: The East 2865.55 feet of that part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 117, Range 24, lying South of the North 30 rods thereof: and North of the North lines of County Road No. 110 and the Great Northern Railway right of way, EXCEPT the East 2 rods thereof, according to the United States Government Survey thereof and situate in Hennepin County, Minnesota.

CITY OF MINNETRISTA



CITY COUNCIL CONSENT AGENDA ITEMS

Subject: Application from Richard Trombley & Kim Swenson-Zakula for an amendment to the 2040 Minnetrista Comprehensive Plan and an amendment to the current zoning map for the property located at 2500 County Road 92.

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

Meeting Date: May 4, 2026

Overview: Richard Trombley & Kim Swenson-Zakula (the “Applicants”) have made an application for an amendment to the 2040 Minnetrista Comprehensive Plan to change to future land use from Permanent Agriculture to Rural and an amendment to the current zoning map from Agriculture Preserve to Agriculture for the property located at 2500 County Road 92; AP: Agriculture Preserve Zoning District; PID# 20-117-24-22-0002 (the “Property”).

Background: The Applicants are seeking the Comprehensive Plan Amendment and Rezoning in order to facilitate a future subdivision of the Property. The purpose of the subdivision is to allow for their daughter and her family to build a home that is nearby.

Discussion: The requested Comprehensive Plan Amendment is in compliance with the goals and policies set forth in the 2040 Comprehensive Plan. The Applicant intends to pursue a subdivision into 2 lots of at least 10 acres in size. As the Property is located outside of the MUSA (Metropolitan Urban Service Are), the resulting lots would be serviced by private septic and well. The additional unsewered units will contribute to the expected rural residential growth of Minnetrista by 2040. The allowed density of 1 unit per 10 acres aligns with the minimum densities dictated by the Metropolitan Council’s Community Designations of Agriculture and Diversified Rural. These areas will retain a traditional rural atmosphere by retaining large lot sizes. This land will preserve valuable environmental resources and will not be developed at urban densities.

Regarding the rezone request, the Property meets the lot standards and size required of the Agriculture Zoning District. The Property is located east of County Road 92 and is presently zoned Agriculture Preserve. There is a special provision in Section 505.31 Subd. 7 (d) of Minnetrista City Code that allows the City to consider rezoning a property from Agriculture Preserve to Agriculture. This provision is unique to the Agriculture Preserve Zoning District. A future subdivision would need to comply with the Agriculture Zoning District lot standards, which the Applicant has provided a Concept Plan for.

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.

Neighborhood Comments: Notices were sent out to all property owners within 500 feet of the subject property. To date, staff has spoken to a few neighboring property owners, but has not received any written comments.

Planning Commission Recommendation: The Applicants' request was presented to the Planning Commission at their April 27, 2026 meeting. At that meeting, the Planning Commission reviewed the Applicants' request and held the required public hearing. No one besides the Applicants were present. After hearing no public testimony during the public hearing and having considered the entire record before them, the Planning Commission made a motion to recommend the City Council approve the requested comprehensive plan amendment and rezoning at 2500 County Road 92, based on certain findings of fact and subject to conditions. Motion passed 5-0. Absent: Gangestad, Taylor, Rognli, and Gehring.

Conclusion: The City Council should review the staff report and the 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 made which support the motion. Findings of fact based on the information submitted by the Applicant may be as follows:

1. The proposed comprehensive plan amendment will not significantly alter the system statement or forecasts determined by the Metropolitan Council for the City;
2. The proposed comprehensive plan amendment is in compliance with the goals and policies set forth in the 2040 Comprehensive Plan;
3. The Property conforms to the requirements of the Agriculture Zoning District as it is about 36.64 acres in size and has sufficient street frontage on both West Highland Road and County Road 92; and
4. The Property currently zoned Agriculture Preserve and is located east of County Road 92, which allows the City to consider such a request per Section 505.31 Subd. 7 (d) of Minnetrista City Code.

Recommended Action: Motion to adopt a resolution approving the requested Comprehensive Plan Amendment, Ordinance No. 504 for the requested rezone at 2500 County Road 92, and a resolution authorizing publication of Ordinance No 504 by title and summary, based on certain findings of fact outlined in the staff report and subject to the following conditions:

1. The Applicants obtain all necessary permits and approvals from the City and other applicable entities with jurisdiction over the Property as required; and
2. The Applicants are responsible for all fees incurred by the City in review of this application.

Attachments:

1. Location Map
2. Applicant's Narrative
3. Survey of Property
4. Concept of Possible Lot Split

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.

5. Res. No. 53-26 Approve Comprehensive Plan Amendment and authorize staff to submit the same to Metropolitan Council
6. Draft Ordinance No. 504 Rezoning 2500 County Road 92
7. Res. No. 54-26 Authorize Publication of Ordinance No. 504 by Title and Summary

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.

2500 County Road 92

Section 4, Item g)



1 in = 400 Ft

-  City Boundary
-  Address Labels
-  Parcels



Addendum for Land Use Application: 2500 County Road 92

To whom it may concern,

The purpose of this addendum is to provide additional detail and clarification regarding the Land Use Application for 2500 County Road 92.

We are requesting a Comprehensive Plan amendment and corresponding rezoning of the property from Agriculture Preserve to Agriculture, along with a reclassification from Permanent Agriculture to Rural. This request is intended to allow for the subdivision of the property, creating a 10-acre parcel on which our daughter and her family plan to construct a residence.

We appreciate your time and consideration of this request. Please feel free to contact us if any additional information or documentation is needed.

Sincerely,

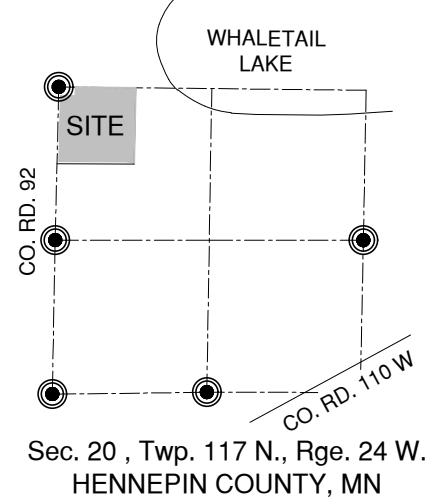
Rick Trombley
Kim Swenzon-Zakula
2500 County Road 92
Minnetrista, MN 55359
(651) 206-1456
rickty57@hotmail.com

**ENGINEERING
SURVEYING
RENEWABLE
ENERGY**

EVS, INC.
10025 Valley View Road, Suite 140
Eden Prairie, Minnesota 55344
Phone: 952-646-0236
Fax: 952-646-0290
www.evs-eng.com

PROJECT**Trombley Survey****LOCATION**

2500 County Rd 921
Minnetrista, MN

SHEET**Certificate of
Survey****VICINITY MAP**

#	DATE	REVISION
1	3.6.23	ADD SILT FENCE
2	3.23.23	ADD BLDG FEATURES

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

SCOTT ALWIN
DATE: 2 / 22 / 2023
REGISTRATION NUMBER 53528

DRAWN BY
SCA

DATE
2/14/23

SHEET NUMBER**1 OF 1****DESCRIPTION OF PROPERTY SURVEYED**

(Per Title Commitment prepared by Stewart Title Guaranty Company, Commitment No. 2000003112, dated July 13, 2020)

The Northwest Quarter of the Northwest Quarter, except the North 150 feet of the West 291 feet thereof, Section 20, Township 117 North, Range 24 West, of the 5th P.M., according to the Government survey thereof.

Property type: Torrens -Certificate No. 1319346.

SURVEY NOTES

- All distances shown hereon are in U.S. Survey feet and tenths or hundredths of a U.S. Survey foot and Angular units are shown in degrees (°), minutes (') and seconds (").
- We have shown buried structures and utilities on and/or serving the site to the best of our ability. Please note that we have not placed a Gopher State One Call for this survey. There may or may not be other utilities serving this site. Therefore extreme caution must be exercised before excavation takes place on or near this site. Before digging, you are required by law to notify Gopher State One Call at least 48 hours in advance at 811.
- The property is zoned Agricultural Preservation.
Setbacks
Front 50' for Primary Structures and 60' for Detached Accessory Structures
Side 15' for Primary Structure and 30' for Detached Accessory Structures
Rear 50' for Primary Structures and 10' for Detached Accessory Structures.
- The property lies in Flood Zone X (areas determined to be outside the 0.2% annual chance floodplain) as designated on Flood Insurance Rate Map Community Panel Number 27053C0280F, Hennepin County, Minnesota, published by the Federal Emergency Management Agency, effective 11/04/2016.
- The property area is 1,596,079 sq. ft. or 36.64 acres
- The field work was completed on 8/05/22

DATUMS

Horizontal: Hennepin County Coordinate System, NAD83 (86 adjustment) GEOID 2003

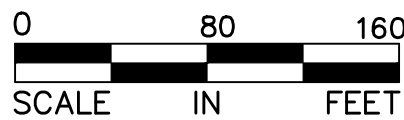
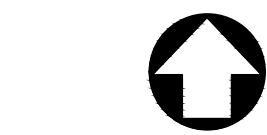
Vertical: NAVD88

Benchmarks:

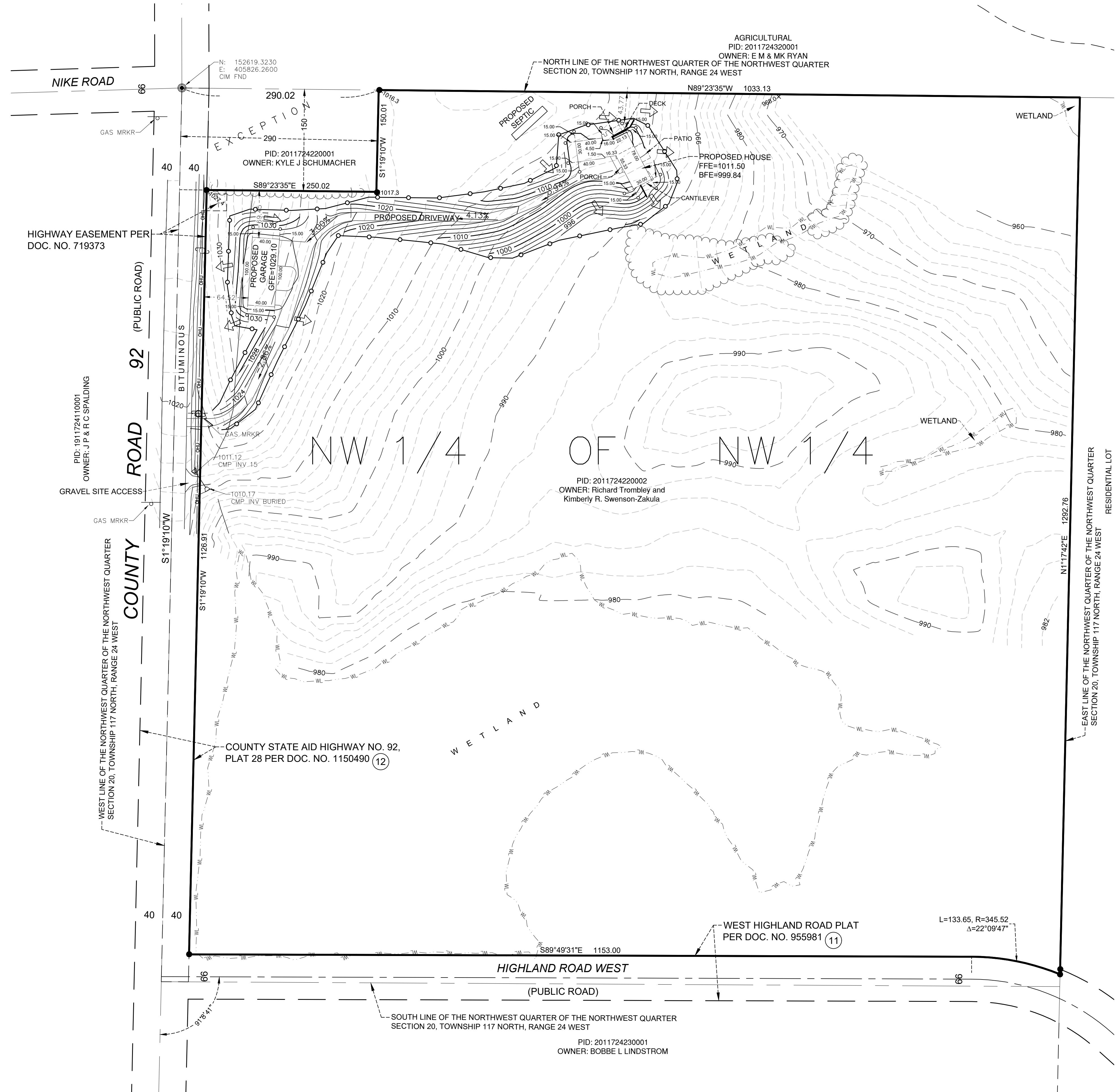
Project Benchmark: MndOT Monument "Minnetrista" GSID Station #11546

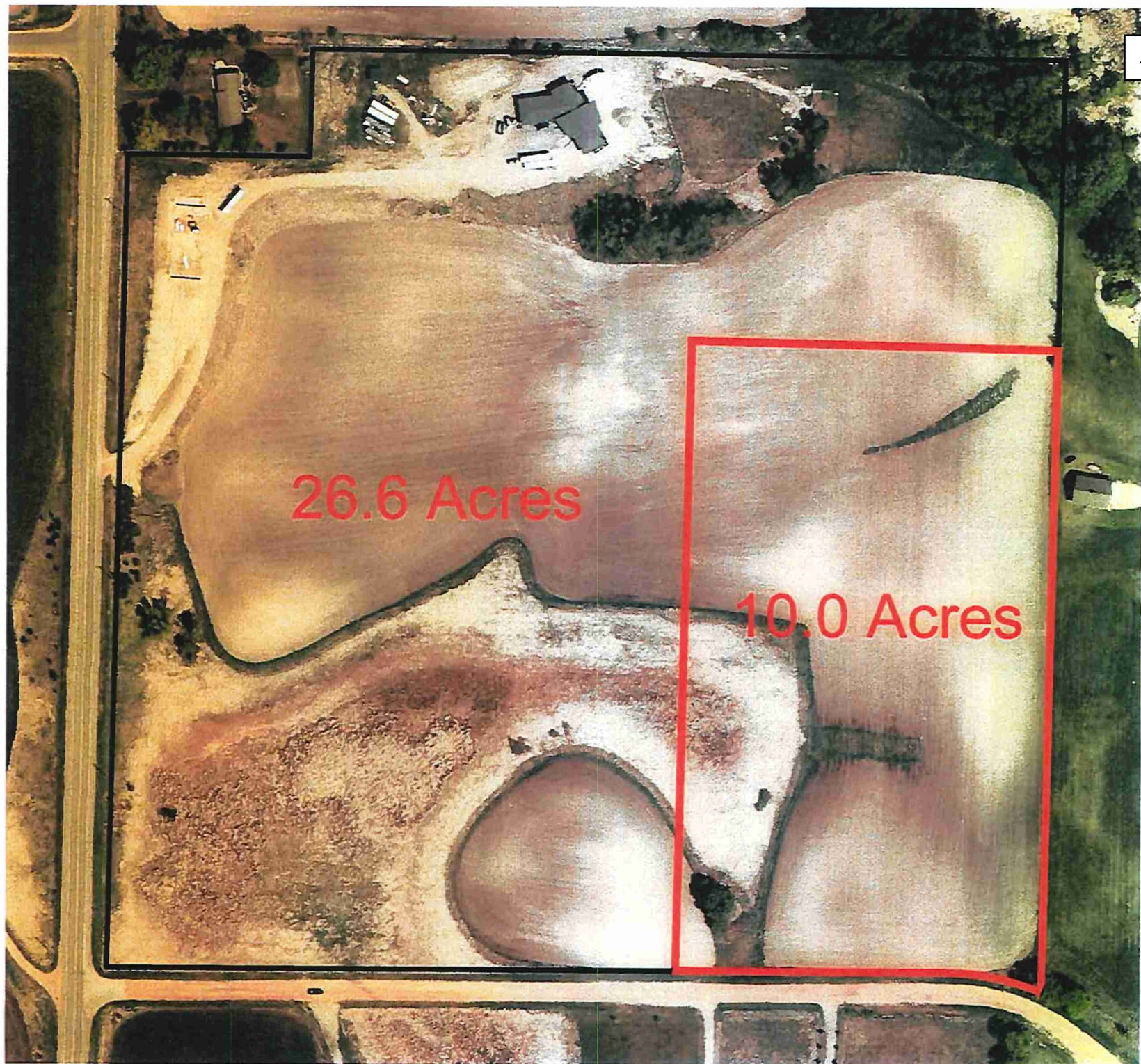
Elevation: 1066.60 Northing: 152751.667 Easting: 403174.796

Proposed Impervious Surface		
Type	Area in Sq. Ft.	Percent
Lot Area	1,596,079	100.00%
Building	8,062	0.51%
Bituminous	12,125	0.76%
Total Coverage	20,187	1.26%

**LEGEND**

- FOUND CAST IRON MONUMENT
- FOUND IRON PIPE MONUMENT
- CULVERT
- PIPELINE MARKING POST
- GRADE OF DRIVEWAY
- DRAINAGE ARROW
- OVERHEAD UTILITY
- PROPERTY LINE
- RIGHT OF WAY LINE
- COUNTY SECTION LINE
- TREE CANOPY LINE
- WETLAND
- MAJOR CONTOUR INTERVAL
- MINOR CONTOUR INTERVAL
- PROPOSED MINOR CONTOUR INTERVAL
- PROPOSED MAJOR CONTOUR INTERVAL
- PROPOSED SILT FENCE





RESOLUTION NO. 53-26

CITY OF MINNETRISTA

**RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT TO
CHANGE THE LAND USE DESIGNATION FROM PERMANENT AGRICULTURE TO
RURAL FOR 2500 COUNTY ROAD 92 AND AUTHORIZE STAFF TO SUBMIT A
COMPREHENSIVE PLAN AMENDMENT FOR THE SAME TO THE
METROPOLITAN COUNCIL**

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

WHEREAS, the City in 2019 adopted its comprehensive plan (the “Comprehensive Plan”) to promote the orderly, economic, and safe development and utilization of land within Minnetrista; and

WHEREAS, Richard Trombley & Kim Swenson-Zakula (the “Applicants”) are the fee owner of the land located at 2500 County Road 92 (the “Property”), which is legally described on Exhibit A attached hereto; and

WHEREAS, the Applicants have applied for a Comprehensive Plan Amendment to change the future land use from Permanent Agriculture to Rural in accordance with City Code; and

WHEREAS, on April 27, 2026, the Minnetrista Planning Commission considered the Comprehensive Plan Amendment, held a public hearing and, after consideration of the record before it, voted 5-0 in favor of recommending approval of the requested Comprehensive Plan Amendment; and

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

1. The proposed comprehensive plan amendment will not significantly alter the system statement or forecasts determined by the Metropolitan Council for the City;
2. The proposed comprehensive plan amendment is in compliance with the goals and policies set forth in the 2040 Comprehensive Plan;
3. The Property conforms to the requirements of the Agriculture Zoning District as it is about 36.64 acres in size and has sufficient street frontage on both West Highland Road and County Road 92; and
4. The Property currently zoned Agriculture Preserve and is located east of County Road 92, which allows the City to consider such a request per Section 505.31 Subd. 7 (d) of Minnetrista City Code.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the city of Minnetrista, based on the above findings of fact, hereby approves the amendment to the Comprehensive Plan that amends the land use designation of 2500 County Road 92 from Permanent Agriculture to Rural, subject to the following conditions:

1. The Applicants obtain all necessary permits and approvals from the City and other applicable entities with jurisdiction over the Property as required; and
2. The Applicants are responsible for all fees incurred by the City in review of this application.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the city of Minnetrista hereby authorizes and directs staff to submit a comprehensive plan amendment consistent herewith to the Metropolitan Council for review and approval.

This resolution was adopted by the City Council of the City of Minnetrista on this 4th day of May, 2026 by a vote of ____ ayes and ____ nays.

ATTEST:

Lisa Whalen, Mayor

Ann Meyerhoff, City Clerk

EXHIBIT A

Legal Description of the Property

The Property subject to the foregoing Comprehensive Plan Amendment from Permanent Agriculture to Rural is legally described as follows:

The Northwest Quarter of the Northwest Quarter, except the North 150 feet of the West 291 feet thereof, Section 20, Township 117, Range 24, Hennepin County, Minnesota.

ORDINANCE NO. 504

**CITY OF MINNETRISTA
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

**AN ORDINANCE TO AMEND THE MINNETRISTA CITY CODE BY AMENDING THE
OFFICIAL ZONING MAP OF THE CITY OF MINNETRISTA**

THE CITY COUNCIL OF THE CITY OF MINNETRISTA, MINNESOTA ORDAINS AS
FOLLOWS:

Section I. The official zoning map of the city of Minnetrista is hereby amended to change the zoning classification of the property generally known as 2500 County Road 92 and legally described on Exhibit A attached hereto (the “Property”) from Agriculture Preservation (AP) to Agriculture (A). The Property is depicted on Exhibit B attached hereto.

Section II. The city clerk is hereby directed to cause this ordinance or a resolution authorizing publication thereof by title and summary to be published in the official newspaper. The zoning administrator is directed to make the appropriate modification to the City’s official zoning map after this ordinance is effective. A copy of the ordinance and the updated City zoning map shall be kept on file at Minnetrista city hall.

Section III. This ordinance shall be effective upon its adoption, publication and final approval of the associated comprehensive plan amendment.

Ordinance No. 504 was adopted by the city council of the city of Minnetrista this ____ day of _____, 2026 by a vote of ____ ayes and ____ nays.

Lisa Whalen, Mayor

Attest:

Ann Meyerhoff, City Clerk

EXHIBIT A

Legal Description of Property

The Property subject to the rezoning from Agriculture Preservation (AP) to Agriculture (A) is legally described as follows:

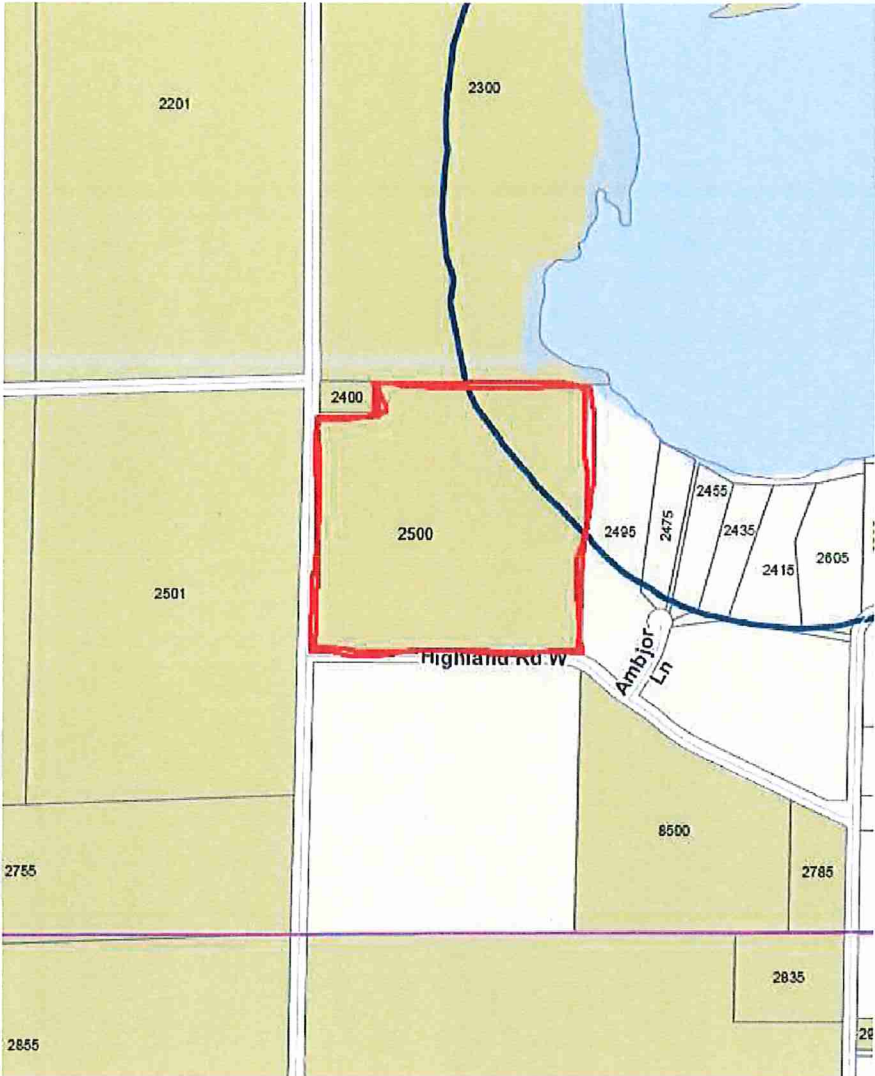
The Northwest Quarter of the Northwest Quarter, except the North 150 feet of the West 291 feet thereof, Section 20, Township 117 North, Range 24 West, of the 5th P.M., according to the Government survey thereof.

Property type: Torrens -Certificate No. 1319346.

EXHIBIT B

Depiction of Property

The Property subject to the rezoning from Agriculture Preservation (AP) to Agriculture (A) is depicted as follows:



RESOLUTION NO. 54-26

CITY OF MINNETRISTA

**RESOLUTION AUTHORIZING PUBLICATION OF
ORDINANCE NO. 504 BY TITLE AND SUMMARY**

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

WHEREAS, the city council of the city of Minnetrista has adopted Ordinance No. 504, an ordinance amending Minnetrista City Code Chapter 5 by amending the official zoning map of the city of Minnetrista; and

WHEREAS, Minnesota Statutes, § 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, the ordinance is 3 pages in length and contains exhibits; and

WHEREAS, the city council believes that the following summary would clearly inform the public of the intent and effect of the ordinance.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Minnetrista that the city clerk shall cause the following summary of Ordinance No. 504 to be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The city council of the city of Minnetrista has adopted Ordinance No. 504, an ordinance amending Minnetrista City Code Chapter 5 by amending the official zoning map of the city of Minnetrista. The amendment will change the zoning classification of the property generally located at 2500 County Road 92 from Agriculture Preservation to Agriculture. The full text of Ordinance No. 504 is available for inspection at Minnetrista city hall during regular business hours and is available on the city’s website.

Ann Meyerhoff, City Clerk

BE IT FURTHER RESOLVED by the city council of the city of Minnetrista that the city clerk keep a copy of the ordinance in her office at city hall for public inspection and that she post

a full copy of the ordinance in a public place within the city.

The resolution was adopted by the city council of the city of Minnetrista on this 4th day of May, 2026, 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 Samuel Raser & Shannon Kennedy-Raser for a front yard setback variance at 8420 Ox Yoke Circle.

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

Meeting Date: May 4, 2026

Overview: Samuel Raser & Shannon Kennedy-Raser (the “Applicants”) have made a request for a front yard setback variance to reduce the required setback from 60 feet to 14 feet to allow for the construction of a 40’ x 48’ detached accessory structure at 8420 Ox Yoke Circle; A: Agriculture Zoning District; PID# 05-117-24-12-0005 (the “Property”).

Background: The Applicants contacted the City regarding their desire to construct a detached accessory structure on their Property. However, while the Property is large in area, it is encumbered by a great amount wetland and floodplain. This really limits where the Applicants could locate the accessory structure, especially when setbacks are considered. The Applicant considered all the factors, but after long consideration determined the proposed location made the most sense for the Property given various circumstances. As such, the Applicant knew a variance would be required and has 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 detached accessory structure is a proper use of Agriculture zoned property. The Property and proposed structure location are on a cul-de-sac, so there shouldn’t be much traffic along the street. This minimizes the impact of the

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structure being closer than required. There is also a large boulevard between the edge of the road and the property line, which will help increase the separation of the road and the structure.

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 Rural land use in the 2040 Minnetrista Comprehensive Plan. The requested variance would allow for a detached accessory structure, 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 detached accessory structure is located in the most minimally invasive location relative to the sensitive environment located on the Property and any impacts are proposed to be mitigated as required.

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 Applicants are proposing a detached accessory structure, which is a reasonable use of the Property. The size of the structure is reasonable as well for an Agriculture zoned property. The location of the detached accessory structure is reasonable given the unique circumstances 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 contains a large amount of wetlands, which limits the buildable area. The remaining buildable area is occupied by the existing dwelling and private sewer system, further limiting potential locations. What remains is encumbered by floodplain that seasonally floods. These factors were not created by the landowner and make the proposed location the most logical.

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 proposed detached accessory structure won't be out of place because many properties in the area and zoning district have the same or similar structures. The size of the proposed structure is also similar to those in the area.

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 Applicants' request was presented to the Planning Commission at their April 27, 2026 meeting. At that meeting, the Planning Commission reviewed the Applicants' request and held the required public hearing. No one besides the Applicants were present. After hearing no public testimony during the public hearing and having considered the entire record before them, the Planning Commission made a motion to recommend the City Council approve the requested front yard setback variance at 8420 Ox Yoke Circle, based on certain findings of fact and subject to conditions. Motion passed 5-0. Absent: Gangestad, Taylor, Rognli, and Gehring.

Conclusion: The City Council should review the staff report and the 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 Applicants may be as follows:

1. The requested variance is in harmony with the purpose and intent of the City's zoning ordinances because the Applicant is proposing a detached accessory structure, which is a reasonable use of the Property. The Property and proposed structure location are on a cul-de-sac, so there shouldn't be much traffic along the street. This minimizes the impact of the structure being closer than required. There is also a large boulevard between the edge of the road and the property line, which will help increase the separation of the road and the structure;
2. The requested variance is consistent with the City's comprehensive plan because the Property is guided for long term Rural land use in the 2040 Minnetrista Comprehensive Plan. The requested variance would allow for a detached accessory structure, 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 detached accessory structure is located in the most minimally invasive location

Mission Statement:

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- relative to the sensitive environment located on the Property and any impacts are proposed to be mitigated as required;
3. The Applicants propose to use the Property in a reasonable manner because the Applicants are proposing a detached accessory structure, which is a reasonable use of the Property. The size of the structure is reasonable as well for an Agriculture zoned property. The location of the detached accessory structure is reasonable given the unique circumstances of the Property;
 4. The requested variance is the result of unique circumstances not created by the landowner because the Property contains a large amount of wetlands, which limits the buildable area. The remaining buildable area is occupied by the existing dwelling and private sewer system, further limiting potential locations. What remains is encumbered by floodplain that seasonally floods. These factors were not created by the landowner and make the proposed location the most logical; and
 5. The requested variance will not alter the character of the locality because many properties in the area and zoning district have the same or similar structures. The size of the proposed structure is also similar to those in the area.

Recommended Action: Motion to adopt a resolution approving the requested front yard setback variance at 8420 Ox Yoke Circle 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 Applicants shall complete any necessary floodproofing or floodplain mitigation as required based on the proposed building location;
3. The Applicants shall obtain all necessary permits and approvals from the City and other applicable entities with jurisdiction over the Property prior to any construction;
4. The Applicants are responsible for all fees incurred by the City in review of this application; and
5. 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. 55-26 Approve Setback Variance at 8420 Ox Yoke Circle

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.

8420 Ox Yoke Circle

Section 4, Item j)



1 in = 200 Ft

 City Boundary

 City Mask

 Address Labels

 Parcels



February 26, 2026

RE: 8420 Ox Yoke Cir Minnetrista Proposed Shed Variance Narrative

- a) Current Owners – Samuel A Raser & Shannon M Kennedy-Raser
- b) Lot Information
- i. Lot 11, Block 1, Melquist Acres, Hennepin County, Minnesota (*per Warranty Deed Doc No. T05361119*)
 - ii. Parcel Size 483,268 SF (11.09 AC)
 - iii. Existing land used per comp plan is Single Family Detached and Undeveloped
 - iv. Site Zoned Agricultural
- c) City Code
- i. Sec. 505.29 Subd. 2 – Front yard setback for accessory structures >1,000 sf – 60'
- d) The applicant proposes to construct a 40'x56' accessory structure. The proposed shed will be used for residential storage and to support a maple syrup and honey operation utilizing trees on the site.
- The proposed shed would be constructed in the southwest corner of the site. The shed does not fit within the required front setback. The proposed shed would sit 14' from the front.
- The shed location was chosen for the following reasons:
- The location fits with existing topography and reduces grading. This is critical as the site sits in a floodplain, so any fill requires compensatory storage.
 - No tapped maple trees would be removed. Up to 6 trees would be removed if the shed were moved to a compliant area south of the existing house.
 - The proposed location does not inhibit access to the septic system. Access to the septic system would be limited for maintenance and future replacement if the shed were placed south of the house.
 - This location requires minimal new pavement which reduced total impervious on the site.
- e) We contacted Nick Nickolas Olson about the project, and he confirmed a variance is required for the setbacks. He suggested that we reconsidered the shed location. Alternate locations were considered but not pursued per the reasons laid out in item d.
- f) The proposed shed is in harmony with the general purpose of the city code. Setbacks are intended to promote orderly development, protect wetlands, and preserve the neighborhood character. The location was chosen to reduce environmental impact and tree removal while maintaining separation from the adjacent lot. The request is also consistent with the comprehensive plan, which aims to maintain a low-density residential character and support small-scale rural agricultural activities. A maple syrup/honey operation is consistent with this character and does not change the primary use of the property.

g)

- i. The proposed shed is an acceptable accessory building for a lot zoned agricultural. The owner plans to use the shed for storage and maple syrup and honey processing.
 - ii. The lot is unique because of the topography, the wetland, and the trees. This limits reasonable areas to build on the site due to conditions not created by the owner.
 - iii. If granted, the variance would not alter the essential character of the locality. The property will remain residential and will not introduce industrial or high-traffic activity.
- h) The variance request is not based on increasing property value or income potential. The owner does plan to begin a small-scale maple syrup and honey operation, but the request is due to site constraints. The proposed shed location reduces grading and tree removal while still maintaining separation from the wetland.
- i) If granted, the variance will not adversely affect health and safety, impair the supply of light or air, negatively impact surrounding properties, increase congestion, endanger public safety, or diminish neighborhood property values.

The structure will follow applicable building codes and will remain accessory to the residential use of the property. Maple syrup and honey operations are seasonal and have insignificant impacts on traffic or other impacts on the surrounding neighborhood.

Sincerely,



Lance Elliott, P.E.
Civil Engineer



NOTES:

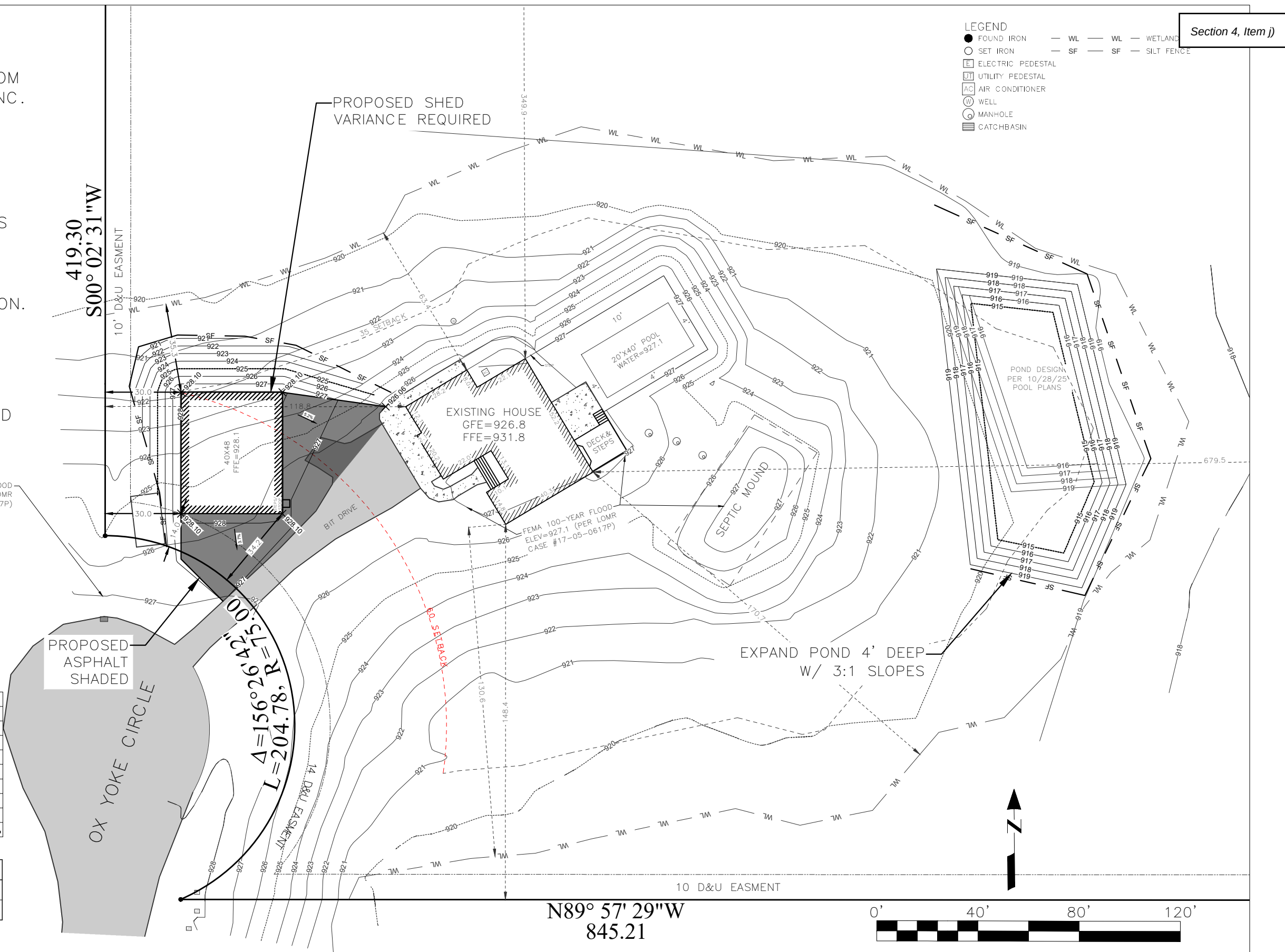
1. SITE PLAN BASED ON CERTIFICATE OF SURVEY FROM SCHOBBER LAND SERVICES INC. 07/07/25
2. POOL, DECK, AND EXISTING POND SHOWN PER ELLIOTT DESIGN BUILD INC. PLANS DATED 10/28/25
3. VERIFY BUILDING DIMENSIONS AND DETAILS PER ARCH. PLANS.
4. VARIANCE REQUIRED FOR PROPOSED BUILDING LOCATION.

GRADING & EROSION CONTROL NOTES:

1. MAX 3:1 SLOPES
2. SILT FENCE TO BE INSTALLED AROUND DISTURBED AREAS PRIOR TO CONSTRUCTION

EXISTING IMPERVIOUS		PROPOSED IMPERVIOUS	
HOUSE	2,585	HOUSE	2,585
DECK & STEPS	242	DECK & STEPS	242
SHED	211	SHED	211
CONC.	1,044	CONC.	1,044
POOL	800	POOL	800
POOL DECK	1,151	POOL DECK	1,151
EX. DRIVE	1,601	PROP. DRIVE	3,561
TOTAL	7,634	PROP. SHED	1,920
		TOTAL	11,514
			2.4%

COMPENSATORY STORAGE CALCULATION	
PROPOSED FILL	484 CY
PROPOSED CUT	497 CY



ELLIOTT DESIGN BUILD INC.
7514 OLIVER AVE S
MINNEAPOLIS, MN 55423
BUS: (952)220-0152
EMAIL:INFO@ELLIOTTDISEGNBUILD.COM

CERTIFICATION

I HEREBY CERTIFY THAT THIS DRAWING
WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A
DULY REGISTERED ENGINEER UNDER THE
LAWS OF THE STATE OF MINNESOTA

LANCE A. ELLIOTT
REGISTRATION NO. 26862
DATE: 03/03/26

Lance A. Elliott

PREPARED FOR

RASER RESIDNECE

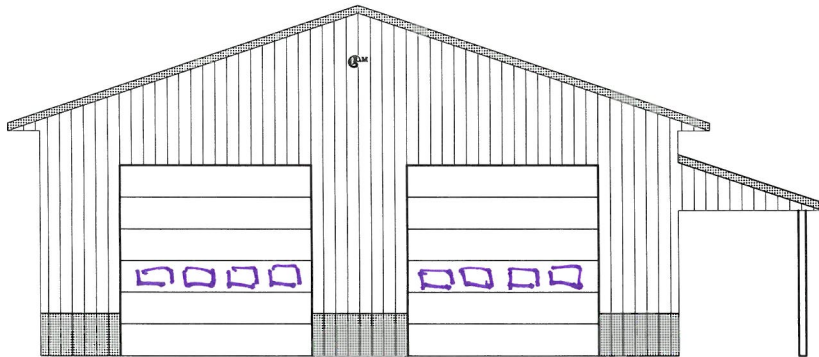
PROPOSED SHED SITE, GRADING, AND EROSION CONTROL PLAN

8420 OX YOKE CIR,
MINNETRISTA, MN

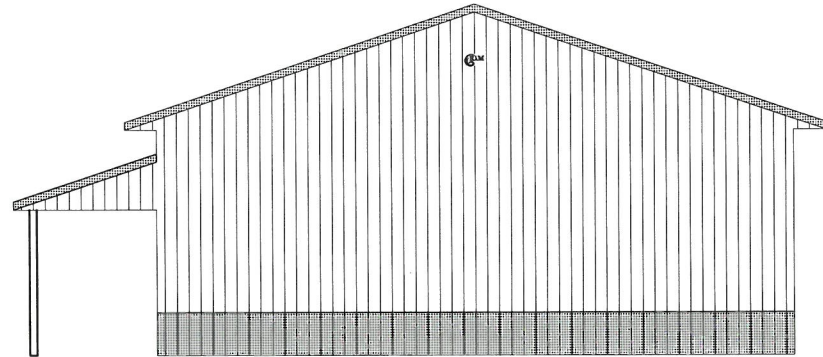
REVISION	N°	DATE
SHED	1	03/31/26

DRAWN BY B. PASSOLT	
CHECKED BY L. ELLIOTT	
DATE 03/03/26	PAGE N° 1 OF 1
PROJECT # E627	REV 1
	SIZE 11"X17"

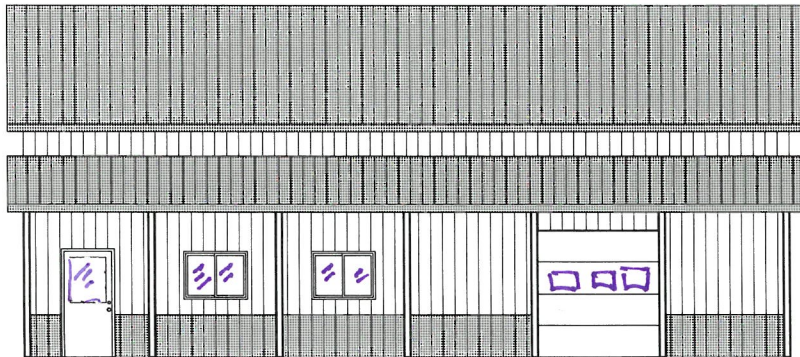
6



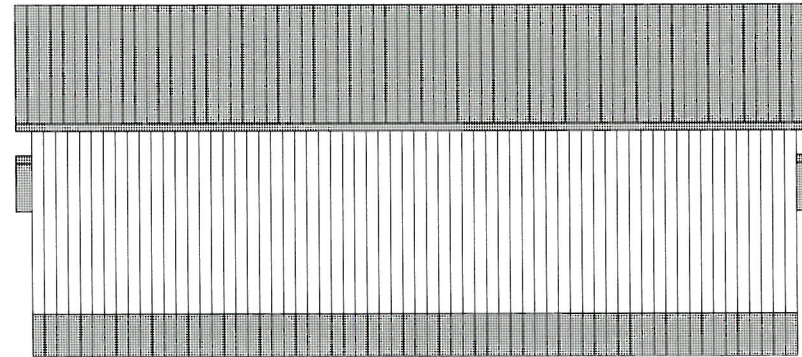
ENDWALL 1



ENDWALL 2



SIDEWALL 1



SIDEWALL 2

X _____

CUSTOMER SIGNATURE

DATE

BY SIGNING THIS DRAWING YOU ARE AGREEING TO THE LAYOUT AND DESIGN OF YOUR NEW RAM BUILDING.

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Call RAM Buildings Inc. to obtain copies of this plan.
Unauthorized reproduction of these plans is a violation of federal law.

DRAWN BY: J.B.
TERRITORY: DON S.
PROCESSOR: _____
DATE: 3/24/2026
SHEET: 1 OF 2

PROJECT NAME: SAM RASER

PROJECT NUMBER: (26-)

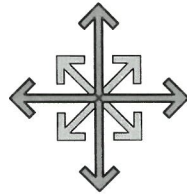
BUILDING DESCRIPTION:

DESIGN NUMBER: P26140

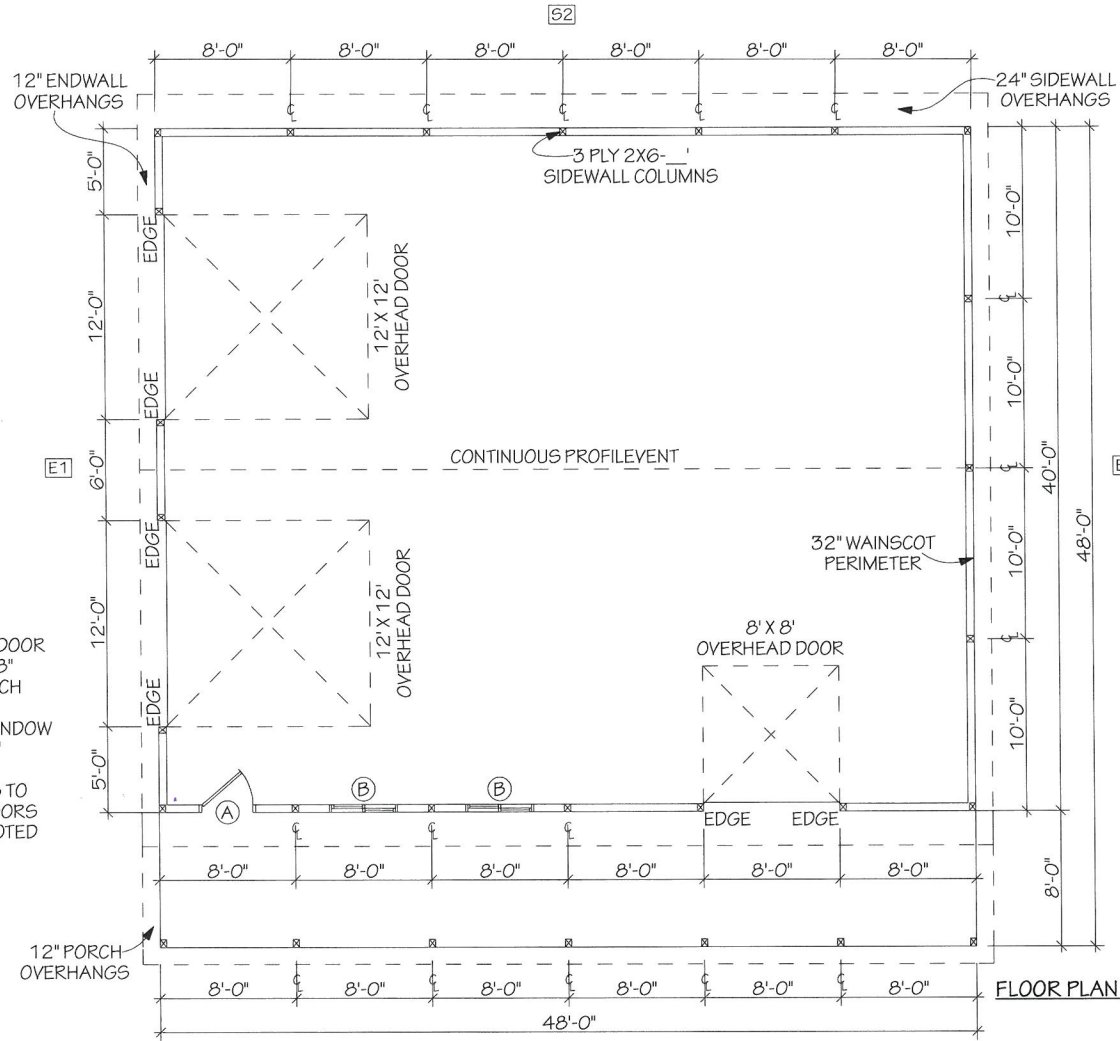
40'-0" X 48'-0" X 14'-0"

593 Industrial Drive
Winnetka, Minnesota 55395
320-485-2444 800-770-4725
320-485-2444 320-485-3625
www.rambuildings.com
Contractor License Number 2077976





- ① 3'0" X 6'8" **WALKDOOR**
R.O. = 40 5/16" X 81 1/8"
KNOB/KNOB KEYED LATCH
- 4836 VINYL SLIDING WINDOW
R.O. = 48 1/4" X 36 1/4"
- NOTE: TOP OF WINDOWS TO
MATCH TOP OF WALKDOORS
UNLESS OTHERWISE NOTED



X

CUSTOMER SIGNATURE

DATE

BY SIGNING THIS DRAWING YOU ARE AGREEING TO THE LAYOUT AND DESIGN OF YOUR NEW RAM BUILDING.

PLEASE LOCATE:



ATTIC ACCESS



JACKSHAFT
OPERATOR



ELECTRICAL
PANEL

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DRAWN BY: J.B.
TERRITORY: DON.S.
PROCESSOR: 3/24/2026
DATE: 2 OF 2
SHEET

SAM RASER

PROJECT NAME:
PROJECT NUMBER: (26-)
BUILDING DESCRIPTION:
DESIGN NUMBER: P26140

592 Industrial Drive
Winnetka, Minnesota 55395
320-485-2844 800-791-4726
www.rambuildings.com
Contractor License Number 2017976



RESOLUTION NO. 55-26

CITY OF MINNETRISTA

RESOLUTION APPROVING A FRONT YARD SETBACK VARIANCE FOR SAMUEL RASER AND SHANNON KENNEDY-RASER FOR THE CONSTRUCTION OF A DETACHED ACCESSORY STRUCTURE AT 8420 OX YOKE CIRCLE

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, Samuel Raser & Shannon Kennedy-Raser (the “Applicants”) have made a request for a front yard setback variance to reduce the required setback from 60 feet to 14 feet to allow for the construction of a 40’ x 48’ detached accessory structure at 8420 Ox Yoke Circle (the “Property”) and which is legally described on Exhibit A attached hereto; and

WHEREAS, on April 27, 2026, the Minnetrista Planning Commission considered the requested front yard setback variance, 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 variance; 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 Applicant is proposing a detached accessory structure, which is a reasonable use of the Property. The Property and proposed structure location are on a cul-de-sac, so there shouldn’t be much traffic along the street. This minimizes the impact of the structure being closer than required. There is also a large boulevard between the edge of the road and the property line, which will help increase the separation of the road and the structure;
2. The requested variance is consistent with the City’s comprehensive plan because the Property is guided for long term Rural land use in the 2040 Minnetrista Comprehensive Plan. The requested variance would allow for a detached accessory structure, 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 detached accessory structure is located in the most minimally invasive location relative to the sensitive environment located on the Property and any impacts are proposed to be mitigated as required;
3. The Applicants propose to use the Property in a reasonable manner because the Applicants are proposing a detached accessory structure, which is a reasonable use of the Property. The size of the structure is reasonable as well for an Agriculture zoned property. The

location of the detached accessory structure is reasonable given the unique circumstances of the Property;

- 4. The requested variance is the result of unique circumstances not created by the landowner because the Property contains a large amount of wetlands, which limits the buildable area. The remaining buildable area is occupied by the existing dwelling and private sewer system, further limiting potential locations. What remains is encumbered by floodplain that seasonally floods. These factors were not created by the landowner and make the proposed location the most logical; and
- 5. The requested variance will not alter the character of the locality because many properties in the area and zoning district have the same or similar structures. The size of the proposed structure is also similar to those in the area.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Minnetrista hereby approves the requested front yard setback variance for the construction of a detached accessory structure at the property generally located at 8420 Ox Yoke Circle, 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 Applicants shall complete any necessary floodproofing or floodplain mitigation as required based on the proposed building location;
- 3. The Applicants shall obtain all necessary permits and approvals from the City and other applicable entities with jurisdiction over the Property prior to any construction;
- 4. The Applicants are responsible for all fees incurred by the City in review of this application; and
- 5. 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 4th day of May, 2026 by a vote of ___ Ayes and ___ Nays.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk

EXHIBIT A

Legal Description of 8420 Ox Yoke Circle:

Lot 11, Block 1, MELQUIST ACRES, according to the recorded plat thereof, Hennepin County, Minnesota. Subject to any and all easements of record.

CITY OF MINNETRISTA**CITY COUNCIL AGENDA ITEM**

Subject: Approve purchase of replacement leveling/grade bar

Prepared By: Gary Peters, Public Works Director

Meeting Date: May 4, 2026

Issue:

The Street Department needs to replace the leveling/grade bar used for grading.

Background/History/Overview:

Every winter, Public Works staff perform maintenance on all equipment and attachments. This includes fluid changes, greasing/lubrication, hydraulic line inspections, electrical connection checks, frame and wear point inspections, and overall general condition reporting.

Staff found that the leveling/grade bar attachment for the Bobcat skid loader needed new cutting edges. This leveling/grade bar was purchased in 1997 and is used for stormwater ditch cleaning and reshaping; as well as repairing areas on the gravel roads where using the grader would be excessive. The leveling bar is the second most used skid steer attachment next to the bucket itself.

When staff went to replace the cutting edges, they found that not only were the cutting edges worn away in several places, but the metal frame they were mounted to was worn through as well. Staff evaluated removing all the steel and refabricating the attachment. The cost of steel tubing and new cutting edges was \$1,400.00. It was also evaluated at the time that the new cutting edges should be designed to be bolted on to the frame instead of being welded directly on. This would make changing the cutting edge in the future easier and less time consuming. It was estimated that it would take about 16-20 hours of staff time to redo the attachment.

The public Works Director and Operations Supervisor discussed the refabrication. The cost of a new leveling/grade bar was researched, and staff found that a new one on the State Cooperative Bid was just under \$2,600.00. Staff felt that the purchase of a new leveling/grade bar would be a better option. The main Public Works equipment operator, with over 15 years' experience of operating heavy machinery in the private sector, discussed the addition of a scarifier to the leveling/grade bar. This would help loosen the top layer of soil for seeding and eliminate the need to rent an additional attachment called a Harley rake. Staff currently must rent this attachment before seeding is performed.

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.

Staff researched the option and found that the Bobcat brand leveling/grade bar only came with a manual scarifier. The operator must exit the machine and physically turn the scarifier manually to lower the “teeth/spikes” and repeat this procedure to raise them again. It was also noted that the Bobcat brand leveling/grade bar still has welded on cutting edges. The cost of this leveling/grade bar was just under \$3,400.00 (quote attached).

The Virnig brand leveling/grade bar was also looked at. This leveling/grade bar has a hydraulic scarifier which allows the operator to lower and raise the “teeth/spikes” from inside the machine. This saves wasted downtime over the manual Bobcat version. The Virnig brand also comes with bolt on cutting edges. This will make future cutting edge changes easier, faster and safer. The cost of the Virnig leveling/grade bar is just over \$4,400.00 (quotes attached). Staff recommends the purchase of the Virnig brand leveling/grade bar with the scarifier attachment.

When the City Council approved the 2026 Capital Improvement Plan (CIP) Equipment Fund, it did not include the purchase of a new leveling/grade bar. Public Works staff did not know at that time that this attachment would need replacement. The current leveling/grade bar was purchased in 1997 and has performed well over its nearly 30 years of use. Staff feels that the new Virnig brand leveling/grade bar will serve the Public Works department for the next 30+ years or more as well.

Fiscal Impact:

Staff asked for quotes from Lano Equipment and Ziegler CAT for the Virnig leveling/grade bar. The Lano Equipment quote for \$4,429.00 was the lowest quote received. The purchase of this new leveling/grade bar for the Public Works Street Department will be paid out of the 2026 651 Stormwater Maintenance Fund. The old leveling/grade bar will be placed on the GovDeals.com auction site, with any money received from the sale to be used to help offset this purchase.

Recommended City Council Action:

Motion to approve Res No. 56-26 for the purchase of a 2026 Virnig LLV72 leveling/grade bar with the SK72 hydraulic scarifier kit from Lano Equipment in Loretto, MN at a cost of \$4,429.00.

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.



Quotation Number: **RB1725601**
Quote Sent Date: **Mar 27, 2026**
Expiration Date: **Apr 26, 2026**
Prepared By: **Randy Barto**
Phone: 612-282-7038
Email: randy_b@lanoequip.com

Customer
CITY OF MINNETRISTA G01180
7701 COUNTY ROAD 110W
MINNETRISTA, MN, 55364

Contact

Dealer
Lano Equipment, Inc., Loretto, MN
23580 HIGHWAY 55
Loretto, MN, 55357

Item Name	Item Number	Quantity	Price Each	Total
72" Landplane	6906150	1	2,343.84	2,343.84
Total for 72" Landplane				2,343.84
Quote Subtotal				2,343.84
Dealer PDI				50.00
Destination Charges				180.00
Sales Total before Taxes				2,573.84
Taxes				0.00
Quote Total - USD				2,573.84

Notes: SOURCEWELL PRICING APPLIED - CITY OF MINNETRISTA #29792

Customer Acceptance:
Quotation Number: **RB1725601**
Authorized Signature:

Purchase Order: _____

Print: _____ Sign: _____

Date:_____ Email:_____ Tax Exempt: Y ☐ / N ☐



3021 W 133rd St • Shakopee, MN 55379 • 952-445-6310
6140 Hwy 10 NW • Anoka, MN 55303 • 763-323-1720
23580 Hwy 55 • Loretto, MN 55357 • 763-479-8200
www.lanoequip.com • www.lanoeq.com • www.lanogardengear.com

QUOTE - DO NOT PAY

Section 4, Item k)

Quote: 03-198317

PO:

Date: 4/2/2026

CustId: CITYMINNETRISTA

Cust Email: aboll@ci.minnetrista.mn.us

Phone: (952) 446-1660

Salesperson: Randy.B

User: Randy.B

Bill To:

CITY OF MINNETRISTA
7701 COUNTY ROAD 110W
MINNETRISTA, MN 55364

Ship To:

CITY OF MINNETRISTA

MN STATE CONTRACT #416-221

PRICING FOR LLV72" - \$3,035.00 (-13% DISCOUNT) = \$2,640.45 + FREIGHT \$189.00 , TOTAL \$2,829.45

OPTIONAL HYDRAULIC SCARIFIER \$1,931.40

FREIGHT IS PURCHASED LATER \$189.00

TOTAL \$2,120.40

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
266726 / NEW	UN	Virnig LLV72	1.0000		\$2,529.00		\$2,529.00
		S/N:					
		ATT - Land Leveler-72"-Fits SSL/CTL					
213264 / NEW	UN	Virnig SK72	1.0000		\$1,900.00		\$1,900.00
		S/N: 191538					
		ATT - Hydraulic Scarifier Kit-Fits LLV72					
Total:							\$4,429.00
Totals							
Sub Total:							\$4,429.00
Total Tax:							\$0.00
Invoice Total:							\$4,429.00

Signature: _____

Quote is Valid for 30 days, programs and discounts subject to change without notice

From: [Collin Kingston](#)
To: [Gary Peters](#)
Cc: [Randy Storms](#)
Subject: Re: Minnetrista
Date: Tuesday, April 7, 2026 8:23:46 AM
Attachments: [image001.png](#)

Sorry Gary-

Was out last week and still playing catch up, here is the info:

Lead time is 4 weeks

Land Levelers	
Model	LLV72
Manufacturer	Virnig
Width	73"
Weight	710 lbs
Ziegler Model	LLV72
Price With Hydraulic Scarifier	\$4,505

Thanks,

COLLIN KINGSTON

Territory Manager

8000 County Road 101 East, Shakopee, MN 55379
Mobile 612-986-7810

[FACEBOOK](#) [INSTAGRAM](#) [YOUTUBE](#) [LINKEDIN](#)



On Apr 3, 2026, at 7:44 AM, Gary Peters <garypeters@cityofminnetrista.gov> wrote:

CAUTION: External Sender
Do NOT reply, click links, scan QR codes, or open attachments unless you were expecting this email and have verified the sender with another method.

[Report Suspicious](#)

<!--[if !((ie)|(mso))]>

CAUTION: External Sender
Do NOT reply, click links, scan QR codes, or open attachments unless you were expecting this email and have verified the sender with another method.

[Report Suspicious](#)

<!--[endif]-->

Morning Collin,

Wanted to start a new email for this question. I see you handle Virnig equipment.

Can we get a quote for a Virnig LLV72 with the hydraulic scarifier. And, if CAT makes a land plane like this, we would love to get a quote on that as well. Let me know. Thanks

Gary Peters

Gary Peters

Public Works Director | City of Minnetrista

7701 County Road 110W | Minnetrista, MN 55364

Phone: 952.446.1660 | Direct: 952.241.2532

<image001.png>

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RESOLUTION NO. 56-26

**RESOLUTION APPROVING THE PURCHASE OF A 2026 VIRNIG
LLV72 LEVELING/GRADE BAR WITH THE SK72 HYDRAULIC
SCARIFIER KIT**

WHEREAS, the City received the lowest quote through the MN State Cooperative Purchasing Program (State Bid) from Lano Equipment of Loretto, MN in the amount of \$4,429.00 for one 2026 Virnig leveling/grade bar;

WHEREAS, the purchase of this equipment was not budgeted for in the 2026 Capital Improvement Plan (CIP) Equipment Fund but will be funded through the 2026 651 Stormwater Maintenance Fund;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that they approve the purchase of one 2026 Virnig LLV72 leveling/grade bar with the SK72 hydraulic scarifier kit from Lano Equipment for the Public Works Street Department at a price of \$4,429.00.

This resolution was adopted by the City Council of the City of Minnetrista on the 4th day of May 2026, 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: Approving Ordinance No. 505 –Fee Schedule Amendment to 2026 Fee Schedule

Prepared By: Brian Grimm, Finance Director

Meeting Date: May 4, 2026

Issue: The attached ordinance makes a change to the 2026 Fee Schedule. The item is based on updates to the pass-through MN Dept of Health fee per water connection per year. The fee has been at \$9.72 per year for a number of years and MDH has raised it for 2026 to \$15.22 per year.

All other fees remain unchanged and in effect per the original 2026 fee schedule adopted via ordinance 503.

Recommended City Council Action: Approve ordinance 505 amending the 2026 fee schedule as attached as a consent agenda item.

Does Recommended Action meet City Mission Statement? Yes No

Does Recommended Action meet City Goals/Priorities? Yes No

Explain:

This agenda item is required as part of the process to update our 2026 fee schedule for the above change.

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
COUNTY OF HENNEPIN
STATE OF MINNESOTA

ORDINANCE NO. 505

An Ordinance Amending 2026 City Fee Schedule

The City Council of Minnetrista hereby amends the Utiltiy Rates Section
of Ordinance 503 (2026 Fee Schedule) as follows:

UTILITY RATES:

Safe Water Test - (dept of health fee) ~~\$9.72~~ **\$15.22** per year

****Note - All other fees of Ordinance 503 (2026 fee schedule) remain
unchanged and effective as previously adopted**

Ordinance No. 505 was published in THE LAKER on _____ and is
effective immediately upon publication.

This Ordinance No. 505 was adopted on this 4th day of May 2026 by a vote of
____ Ayes and ____ Nays.

S: _____
Mayor

Attest: s: _____
City Clerk
City Seal

**CITY OF MINNETRISTA****CITY COUNCIL AGENDA ITEM**

Subject: Liquor License Renewal Applications

Prepared By: Ann Meyerhoff, City Clerk

Meeting Date: May 4, 2026

Issue:

Applications for liquor license renewals have been submitted and reviewed for:

- The Cove Wine & Spirits, 4751 Kings Point Rd
- Burl Oaks Golf Club (DBA Crooked Water Golf Club), 5400 N Arm Drive
- Cox Culinary Arts LLC (DBA Buddy Boy Fine Barbeque), 8175 Hwy 7
- Westonka Recreation Association, 7201 Co Rd 110 W.

Overview:

Liquor licenses will be issued upon approval by the State of Minnesota, Alcohol and Gambling Division and upon all conditions of licensing being met in accordance with City ordinances which includes completion of all forms, payment of fees, and certificates of insurance. The Minnetrista Public Safety Department has conducted all legally required background and compliance checks.

The liquor license is effective from June 1, 2025-May 31, 2026.

Recommended City Council Action:

Approve Liquor License Renewals for The Cove Wine & Spirits, Burl Oaks Golf Club (DBA Crooked Water Golf Club), Cox Culinary Arts LLC (DBA Buddy Boy Fine Barbeque) and Westonka Recreation Association.

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.

No. 1
Fee \$ 240.00



City Section 4, Item m)
County Hennepin

OFF SALE LIQUOR LICENSE

THIS CERTIFIES THAT:

LICENSEE The Cove Wine & Spirits

TRADE NAME The Cove Wine & Spirits

STREET ADDRESS OR LOT AND BLOCK NO 4751 Kings Point Rd

Is authorized to sell intoxicating liquor at off sale subject to the laws and regulations of the State of Minnesota and municipal ordinances for the period beginning June 1, 2026 to May 31, 2027

THIS LICENSE IS APPROVED

Alcohol & Gambling Enforcement Director
PS9008-03 (3/05)

Date

Mayor or President
Given under my hand and the Municipal Corporate Seal
City of Minnetrista Date 05-04-2026

CLERK or Recorder

No. 2
Fee \$ 240.00



City Minnetrista
County Hennepin

OFF SALE LIQUOR LICENSE

THIS CERTIFIES THAT:

LICENSEE Cox Culinary Arts LLC

TRADE NAME Buddy Boy Fine Barbeque

STREET ADDRESS OR LOT AND BLOCK NO 48175 Hwy 7

Is authorized to sell intoxicating liquor at off sale subject to the laws and regulations of the State of Minnesota and municipal ordinances for the period beginning June 1, 2026 to May 31, 2027

THIS LICENSE IS APPROVED

Alcohol & Gambling Enforcement Director
PS9008-03 (3/05)

Date

Mayor or President
Given under my hand and the Municipal Corporate Seal
City of Minnetrista Date 05-04-2026

CLERK or Recorder

No. 1
Fee \$ 200.00



County Hennepin

CLUB ON SALE LIQUOR LICENSE

THIS CERTIFIES THAT:

LICENSEE Burl Oaks Golf Club Inc

TRADE NAME Crooked Water Golf Club

STREET ADDRESS OR LOT AND BLOCK NO 5400 N Arm Drive

Is authorized to sell intoxicating liquor at on sale subject to the laws and regulations of the State of Minnesota and municipal ordinances for the period beginning June 1, 2026 to May 31, 2027

THIS LICENSE IS APPROVED

Alcohol & Gambling Enforcement Director
PS9130-02 (2/00)

Date

Mayor or President
Given under my hand and the Corporate Seal of
City of Minnetrista Date 05-04-2026

CLERK or Recorder



ON-SALE LIQUOR LICENSE

This license is hereby granted for the period commencing **June 1, 2026** and terminating **May 31, 2027** to:

BUDDY BOY FINE BARBEQUE

FOR CONSUMPTION OF INTOXICATING ALCOHOLIC BEVERAGES ON THE PREMISES LOCATED AT:
8175 STATE HIGHWAY 7, MINNETRISTA, MN 55375

This license is granted subject to all the provisions and conditions of the ordinances of this municipality and the laws of the State of Minnesota, and of the Federal Government pertaining to such sale including: required insurance for the entire duration of the licensing period, no intoxicating alcoholic beverages (IAB) may be permitted on the property other than those sold by Buddy Boy Fine BBQ, staff serving or selling IAB must receive training regarding the serving and selling of IAB to customers, on-site ability to call 911 must be provided, and a weather alert radio must be installed and used when the public is present. Not transferable.

Issued by the authority of the Minnetrista City Council

Lisa Whalen, Mayor

Date

Ann Meyerhoff, City Clerk

Date



SUNDAY LIQUOR CLUB LICENSE

This license is hereby granted for the period commencing **June 1, 2026** and terminating **May 31, 2027** to:

BURL OAKS GOLF CLUB

DBA CROOKED WATER GOLF CLUB

FOR CONSUMPTION ON THE PREMISES LOCATED AT:
5400 NORTH ARM DRIVE; MINNETRISTA, MN 55364

This license is granted subject to all the provisions and conditions of the ordinances of this municipality and the laws of the State of Minnesota, and of the Federal Government pertaining to such sale including: required insurance for the entire duration of the licensing period, no alcoholic beverages may be permitted on the property other than those sold by Burl Oaks Golf Club, staff serving or selling alcohol must receive training regarding the serving and selling of alcohol to customers, no alcoholic beverages may leave the property of Burl Oaks Golf Club, on-site ability to call 911 must be provided at the location of the sale, and a weather alert radio must be installed and used when the public is present. Not transferable.

Issued by the authority of the Minnetrista City Council

Lisa Whalen, Mayor

Date

Ann Meyerhoff, City Clerk

Date



ON-SALE LIQUOR LICENSE

This license is hereby granted for the period commencing **June 1, 2026** and terminating **May 31, 2027** to:

EVERLY FARMS LLC

FOR CONSUMPTION OF INTOXICATING ALCOHOLIC BEVERAGES ON THE PREMISES LOCATED
AT: 6480 CO RD 26, MINNETRISTA, MN 55364

This license is granted subject to all the provisions and conditions of the ordinances of this municipality and the laws of the State of Minnesota, and of the Federal Government pertaining to such sale including: required insurance for the entire duration of the licensing period, no intoxicating alcoholic beverages (IAB) may be permitted on the property other than those sold by Buddy Boy Fine BBQ, staff serving or selling IAB must receive training regarding the serving and selling of IAB to customers, on-site ability to call 911 must be provided, and a weather alert radio must be installed and used when the public is present. Not transferable.

Issued by the authority of the Minnetrista City Council

Lisa Whalen, Mayor

Date

Ann Meyerhoff, City Clerk

Date



ON-SALE INTOXICATING AND SUNDAY LIQUOR L I C E N S E

This license is hereby granted for the period commencing **June 1, 2026** and terminating **May 31, 2027**

WESTONKA RECREATION ASSOCIATION

FOR CONSUMPTION ON THE PREMISES LOCATED AT:
7201 COUNTY ROAD 110 W; MINNETRISTA, MN 55364

This license is granted subject to all the provisions and conditions of the ordinances of this municipality and the laws of the State of Minnesota, and of the Federal Government pertaining to such sale including: required insurance for the entire duration of the licensing period, no alcoholic beverages may be permitted on the property other than those sold by Westonka Recreation Association, staff serving or selling alcohol must receive training regarding the serving and selling of alcohol to customers, no sale of wine, liquor, or other spirits are permitted, no alcoholic beverages may leave the property of Westonka Recreation Association, wristbands must be worn by anyone over 21 in order to be served alcohol at any event at the park, the on-site ability to call 911 must be provided at the location of the sale, and a weather alert radio must be installed and used while the public is present. Not transferable.

Issued by the authority of the Minnetrista City Council

Lisa Whalen, Mayor

Date

Ann Meyerhoff, City Clerk

Date



CITY OF MINNETRISTA

REQUEST FOR CITY COUNCIL ACTION/DISCUSSION

Subject: Item # Professional Service Contract with GTEL Advisors, LLC for Police Records Management System Consulting

Prepared By: Craig Squires, Director of Public Safety

Meeting Date: May 4th 2026

The Police Department's current Records Management System (RMS), implemented in 2008, is likely approaching the end of its useful life and we are unsure how much longer it will meet the operational and technological needs of the Minnetrista Public Safety Department.

Minnetrista is part of the LMAC (Lake Minnetonka Area Consortium) which consists of approximately 13 agencies that currently utilize the same RMS provider, allowing for data and cost sharing among participating agencies. However, some larger agencies—including the Hennepin County Sheriff's Office—are transitioning to new RMS platforms that better align with their operational requirements.

In response, representatives from the remaining smaller agencies, including Minnetrista PSD, convened to discuss a path forward in finding a new RMS. The group reached a consensus that engaging a qualified consultant is necessary to guide the selection and implementation of a new RMS. The needs, resources, and budget constraints of smaller departments differ significantly from those of larger agencies, making a tailored evaluation process essential.

Following this discussion, the group identified GTEL Advisors, LLC as a consulting firm with the expertise to assist in this effort. GTEL Advisors will provide services as outlined in the attached agreement, including needs assessment, vendor evaluation, and implementation planning.

GTEL Advisors has been involved in the movement of our existing RMS data from the Central Square hosting platform to being hosted by South Lake Minnetonka Police Department. This was because of our current vendor having a 10-day outage that left us without access to our data, during which time we didn't know if the data would be recovered due to a technology failure. They did eventually recover data, but we had 10 days' worth of work that we had to recreate in the system when it came back online.

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 GTEL Advisors founder was involved with the implementation of our current RMS and intimately understands our business processes, how the existing system is configured, what the needs will be in a new system to ensure we don't lose capability, and has a deep understanding of the complex integrations with the BCA and Hennepin County.

To date, four of the consortium agencies have formally committed to contracting with GTEL Advisors, with most or all remaining agencies expected to participate. By collaborating, participating departments will share the cost of consulting services evenly, resulting in significant cost savings compared to pursuing this effort independently. If we don't join the consortium, we would likely need these same services to select a new RMS vendor and implement it, which would be an exponential cost compared to joining this cost sharing agreement

The transition to a new RMS, including procurement, implementation, and decommissioning of the existing system, is a complex and resource-intensive process. Engaging a consultant will help ensure a structured, informed, and efficient transition.

The final effective date of the agreement will be determined once additional participating agencies complete their contract approvals with GTEL Advisors.

The attached contract was reviewed by Minnetrista's City Attorney.

Staff Recommendation:

Staff recommends that the City Council authorize entering into an agreement with GTEL Advisors, LLC in partnership with the LMAC agencies. This collaborative approach will provide cost-effective access to expert consulting services necessary to procure and implement a new RMS solution.

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.

Recommended City Council Action: Motion to approving Staff entering into an agreement with GTEL Advisors, LLC in partnership with the LMAC agencies. This collaborative approach will provide cost-effective access to expert consulting services necessary to procure and implement a new RMS solution.

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.

Professional Services Contract

This Professional Services Contract ("Agreement") is entered into as of this ____ day of _____, 2026 by and between the City of Minnetrista, a Minnesota municipal corporation ("Client") with offices at 7701 County Road 110W, Minnetrista, MN 55364 and GTEL Advisors, LLC, a Minnesota limited liability company, 6120 Berkshire Lane N, Plymouth, MN 55446 ("Contractor"), collectively, the "Parties".

Terms and Conditions

1. Term of Agreement

- 1.1. Effective date: The Effective Date of this Agreement is _____.

The Contractor must not begin work under this Agreement until it is fully executed and the Contractor has been notified by the Client's authorized representative in writing that it may proceed.

- 1.2. Termination date: The term of this Agreement will be one year from the Effective Date of the Agreement. This Agreement will auto-renew for additional one-year terms unless one party notifies the other in writing of its intent to terminate the Agreement. The Agreement may be terminated with 30 days' written notice at any time by either party. All fees due to the Contractor as of the date of termination must be paid for all work completed.

2. Scope of Services

The Contractor shall provide the Client with project management support, business analysis services, quality assurance, and subject matter expertise for procurement and implementation of new information system(s). Specific tasks and activities will be assigned by and at the direction of the Client's authorized representative and may include, but are not limited to, the following typical needs of evaluating, managing, procuring, or implementing information systems for the Client.

- 2.1 Business Process Reviews - Conduct business process analysis activities, and then make recommendations relating to existing and future operational purchasing and implementation practices for the Client to link those processes to existing and future information systems. Assist with the development of all relevant documentation of current state and future state.
- 2.2 Technical Needs Assessments - Identify technical need requirements of existing and future information systems to ensure all operational, security, and compliance requirements.
- 2.3 Security Assessments - Perform security assessments on existing and future information systems by a Certified Information Systems Security Professional (CISSP). These security assessments shall include cyber security risk assessment and penetration testing. Testing to be performed by a qualified independent 3rd party possessing the knowledge, skills, experience and certifications to conduct such testing. Qualified independent 3rd party shall be mutually agreed upon by all Parties.

- 2.4 Risk Assessments – Conduct legal, functional and financial risk assessments on potential existing or future information systems related technological issues.
- 2.5 Procurement Assistance – Provide procurement assistance through all phases of a procurement and/or contract renewal process from pre-advertisement functions such as market research and data analysis through advertisement, evaluation, negotiation, award, implementation, administration, and project closeout.
- a) Pre-advertisement – conduct market research of the RMS market and identify potential vendors, systems, solutions along with various needed features of the system; completion of a timeline with milestones of key dates from pre-advertisement through system acceptance; assist with the determination of the optimal procurement vehicle, required budget, selection of a vendor, RFP preparation, RFP evaluation and scoring, contract preparation / negotiations, product/provider demonstration facilitation, reference checks, technology architecture review, and selection method assistance.
 - b) RFP Response – create assessment tools and evaluation processes as well as guidance for use in a future RFP. Anticipate necessary future modifications, upgrades or overhauls, as well as provide supplier proposal review tools and supplier product demonstration review tools, frameworks and metrics.
 - c) Evaluation and Scoring – Coordinate and recommend evaluation and scoring process for supplier proposals
 - d) Scenario Demonstration – Create operational scenarios that demonstrate real-life situations and functions in relation to the requirements developed in the RFP. Create scenarios that will focus on integrated solutions and workflows that illustrate the initiation of an activity, how the system manages data, and how the data is turned into information in the form of reports and data-rich information.
 - e) Contract Negotiations – Assist the Project Manager by establishing a strategic negotiation plan, evaluation and scoring process, identify and send clarification questions and identify items of Agreement.
 - f) Implementation – Collaborate with the selected proposer of the information system(s) to build a project plan and schedule based on input from all parties and obtain the department's approval. The project schedule must reflect those activities needed to successfully implement new information system(s) RMNS and manage the project.
 - g) Modifications Support – Assist with developing and organizing any potential technical contract modifications required as necessary.
- 2.6 Current/Future Supplier Vetting – Assist with the evaluation of existing or future information system vendors, which would include vendor profile analysis, vendor system functionality validation, and the vendor security posture.
- 2.7 Data Conversion – Assist with and / or perform data conversion activities for existing or future information systems.
- 2.8 System Implementation – Assist with system implementations, which would include project

planning, monitoring and control of the project, managing organizational change relating to information systems, managing contract deliverables and payment milestones, managing of configuration and any custom development of systems, managing the process and completion of the installation of hardware / software, managing vendor integration activities, managing User Acceptance Testing (UAT), managing system training plans, managing system acceptance testing, managing go-live processes, managing go-live activities, managing a lessons learned process, and managing the project closeout.

- 2.9 Policy, Procedures, and Accreditation – Assist with the evaluations of policies, procedures, and accreditation standards against existing and future information systems.
- 2.10 System Decommissioning – Assist with the decommissioning of legacy information systems.
- 2.11 Custom Development Services – Assist with software development needs, which would include application development, interface development, and database management to meet the needs of existing and future information systems.
- 2.12 Additional Duties – Perform additional duties as directed by the Project Manager relating to information systems and/or technology including but not limited to, development of training plans, assisting in obtaining a complete Bill of Materials (BOM) for technology procurements (to include but not be limited to hardware, software, embedded systems to include manufacturer, version and End of Support/End of Life dates. A list must also be provided of any and all third-party components installed as part of the solution deployment (e.g. JAVA)).

3. Pricing

Prices listed below are inclusive of all services required for, or incidental to, completing the Services required under this Agreement, and there shall be no payment of per diem, out of pocket expenses, travel costs, mark-up or administrative or service or processing fee of any kind by the Client to the Contractor.

Prices shall remain fixed and firm for a term no less than one year from the Effective Date.

The Parties may consider an upward or downward adjustment after the first year period, to be effective thereafter until the termination date of the Agreement. It is the Contractor's responsibility to request any price adjustment under this provision. For any adjustment to be effective, it must be submitted ninety (90) days prior to the expiration of the then current anniversary date/year. Any adjustment received after ninety (90) days from the expiration of the then current contract year may not be considered. The Client reserves the right to reject any price adjustments submitted by the Contractor. If no adjustment request is received, the Client will assume that the Contractor has agreed that next year's term will be without any price adjustment.

Client shall pay Contractor not-to-exceed hourly rates below for various staff levels to complete the required tasks and deliverables as stated above:

Position Number	Staff Position	Hourly Rate
1	Senior Consultant	\$175.00
2	Security Consultant – CISSP	\$175.00

3	Data Conversion Developer	\$175.00
4	Process Consultant	\$175.00
5	Policy / Accreditation Expert	\$175.00
6	Technical Architect	\$175.00
7	Senior Developer	\$175.00
8	Developer	\$175.00
9	Project Manager	\$175.00
10	Analyst	\$175.00
11	Financial Analyst	\$175.00

Notwithstanding the rates above, compensation to the Contractor shall be based on the work assigned. The Contractor shall not exceed the maximum hourly rates when calculating the not-to-exceed cost statement required for each assignment.

The positions identified in the table above shall be the same as the key positions identified to the Client. The Client expects that the key personnel, in those positions, will be performing the services, as needed.

Staff Position Descriptions:

Senior Consultant

- Assist with business development activities as needed including marketing of MIS and valuation services.
- Leading custom professional services projects and liaising with the local team and Client as needed to deliver projects to time, cost, and quality expectations.
- Building credible partnerships with business development teams to provide support, advice, and guidance.
- Providing technical guidance to internal and external stakeholders, and executing research-based consulting projects relating to the development, implementation, and evaluation of pre-employment screening and selection programs.
- Custom design competencies-based assessment services.
- Designing and facilitating workshops and assessment related training.
- Developing data analytic reports.
- Project managing complex assessment projects, coordinate internal and external resources.
- Contributing to the methodology section of Client proposals including recommendations around appropriate design solutions and accurate costings that reflect actual delivery time.
- Contributing to the development of Statement of Work.

*Senior Consultant – CISSP***Security and Risk Management**

- Confidentiality, integrity, and availability of information.
- Security governance principles and alignment with business strategy.
- Regulatory compliance requirements, including privacy and licensing.
- Professional and organizational code of ethics.
- Development, implementation, and enforcement of security policies and guidelines.
- Business continuity (BC) planning.
- Threat modeling concepts and methodologies.
- Risk management for supply chains.
- Establishment of security awareness training programs.

Asset Security

- Classification of data and data-bearing assets.
- Ownership of systems and data for defining roles and accountability.
- Protecting privacy per the demands of regulatory compliance.
- Asset retention and secure IT asset disposal (SITAD).
- Data security controls and protection methods.
- Establishment of asset-handling rules and regulations.

Security Architecture and Engineering

- Implementation of secure design principles in computer engineering.
- Selection of controls based upon information security requirements.
- Understanding the security capabilities of different information systems.
- Assessing and mitigating vulnerabilities across different architectures and systems.

- Application of cryptographic controls.
- Incorporation of security principles and controls in facility and site design.

Communication and Network Security

- Implementation of secure design principles in networking architectures.
- Security of network components, such as NAC devices, and CDNs.
- Security of wireless networks and systems.
- Security of communication channels, such as remote access and virtual networks.
- Application and management of communication and authentication protocols.

Identity and Access Management

- Physical and logical access to information, systems, devices, and facilities.
- Identity management and authentication for people, services, and devices.
- Integration of access controls in third-party cloud, federated, and on-premises services.
- Implementation of access controls, such rule- and role-based access.
- Management of the identity and access provisioning lifecycle.

Security Assessment and Training

- Design and validation of internal, external, and third-party auditing strategies and tests.
- Security control testing, such as penetration testing and vulnerability assessments.
- Collection of technical and administrative security process information.
- Analysis of test results and report generation.

Security Operations

- Incident investigation procedures and techniques.
- Investigation types and requirements according to industry standards and regulations.
- Application of logging and monitoring activities and intrusion detection and prevention.
- Secure provisioning and inventorying of resources.

- Application of detective and preventive security measures.
- Backup and disaster recovery strategies and business continuity planning.

Software Development Security

- Integration of security controls throughout the software development lifecycle (SDLC).
- Identification and application of security controls in development environments.
- Assessment of software development security controls.
- Definition and application of secure coding standards and guidelines.

Data Conversion Developer

- Conversion execution metrics (volume, target complete, duration).
- Data-related defect tracking.
- Intermediate tables ready for conversion.
- Extract and aggregate data from multiple sources and well as clean, crosswalk and analyze data.
- Manage relationships with stakeholders and SMEs.
- Understands the benefits of using state of the art methods and tools in their application on a particular engagement.
- Creates data maps and transaction workflow documents showing exactly how every field of information will be converted.
- Acts as a resource during conversion and answers questions, troubleshoots problems as they occur, supports implementation of new procedures, conducts last minute training if necessary and provides support during conversion week.
- Communicates strategic goals.
- Supervise a team of data consultants/associates to complete new business data transition activities.

Process Consultant

- Identify technical problems and develop solutions to support business objectives and plan for seamlessly integrating new process with existing business processes.
- Identify opportunities for business process optimization and develop business modeling standards and guidelines.
- Liaise with business partners to analyze complex processes, with clear understanding of business goals and objectives.
- Ensures process redesigns and improvements are effectively used to constantly improve business performance.

- Responsible for the overall quality of end to end process and workflow in support of analyzing and re-engineering business processes at the Segment and Corporate level.
- Leads Executive level Business Intelligence and Data Mining efforts leading Data mining initiatives in order to report the overall health and wellness of the organization across 19 functional areas on a quarterly basis.
- Meet with decision makers, systems owners, and end users to define business, financial, and operations requirements and systems goals.
- Support and lead engagement teams performing business process reengineering, process transformation, process documentation support services under the supervision of a manager.
- Collaborate with business partners to assess processes and identify opportunities for process automation to increase efficiencies and reduce operational risk.
- Engage with Application Owners and Delivery Managers to obtain alignment and ensure adherence to defined processes and standards.

Policy / Accreditation Expert

- Collaborates with manager on budget preparation and management.
- Provide leadership on accreditation programs to ensure successful survey process from initiation to timely submissions, appropriate responses to requests for additional information and identify proactively opportunities to improve on future re-accreditation efforts.
- Provide Subject Matter Expert (SME) recommendation(s) on accreditation standards and skills to recognize the appropriate information is compliant.
- Acts as a key contributor for accreditation readiness committee(s).
- Monitors mock audits activity to proactively identify opportunities for improvement for projects related to annual operating plan and/or regulatory related topics using PDSA (Plan, Do, Study, Act) process.
- Maintains liaison relationship with peers in functional departments by coordinating periodic (quarterly) joint sessions / meetings of key accreditation and quality and safety leaders.
- Maintains timelines continuously for all accreditation activities that can be communicated effectively to Senior Leadership to identify priorities and updates.
- Solves problems independently with the ability to prioritize in a fast-paced environment.
- Collaborates with the Contracts and Finance Specialist if the activity is funded by commercial support to ensure that the appropriate information is communicated to the learners prior to the CME activity.

Technical Architect

- Creates control system designs, and works with the engineering teams to implement and test those designs to meet established requirements.
- Maintains and archives design documents, models, source code, and other work products necessary for the project.
- As required, leads local team of contract resources to accomplish development objectives.
- Review federal, state, and company policies to determine applicability to systems functionality, design, and operation.
- Provide expertise in other technologies as part of the overall solution Relational Databases.
- Assist Client Infrastructure Team to provide appropriate (and secure) server/application access instructions for all staff and consultants.
- Leading the Development team to ensure quality solutions.
- Communicating Client requirements to the team.
- Architect solutions for on-premises applications and cloud-based applications.
- Focus on opportunities for code reuse.

Senior Developer

- Work with Business Analysts, Project Leaders and Clients to review the business requirements, prepare technical design documents and non-functional and functional prototypes as needed.
- Perform software construction, unit testing and debugging.
- Contribute to the design and development in all tiers of web application including front end design, back-end design, database design and unit testing.
- Work with large datasets in a real-time environment.
- Continually improve availability, scalability, performance and automation of our services.
- Be a major contributor to our backend architecture.
- Design for supportability in operations and customer service.
- Proactively drive the continues improvement to reduce delivery costs and refine estimation.
- Large amounts of data will be processed daily, hence experience with large data processing systems and/or distributed computation is desired.
- As a team manager, experience in development management styles expected (e.g. Scrum, Kanban or other forms), accompanied by good communication and interpersonal skills.
- 10+ Years of Experience.

Developer

- Work with Business Analysts, Project Leaders and Clients to review the business requirements, prepare technical design documents and non-functional and functional prototypes as needed.
- Perform software construction, unit testing and debugging.

- Contribute to the design and development in all tiers of web application including front end design, back-end design, database design and unit testing.
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- Proactively drive the continuous improvement to reduce delivery costs and refine estimation.
- Large amounts of data will be processed daily, hence experience with large data processing systems and/or distributed computation is desired.
- As a team manager, experience in development management styles expected (e.g. Scrum, Kanban or other forms), accompanied by good communication and interpersonal skills.

Project Manager

- Work with product / project leaders to prioritize development and implementation based on scope, timing and backlog.
- Work with engineering to solve technical problems related to development / implementation.
- Work with QA to build test cases and schedule releases.
- Build deployment timelines and communication plans with stakeholders.
- Management of sprint planning, story greening and story grooming sessions.
- Initiate, plan, execute and deliver projects.
- Drives internal process and is committed to executing jobs to the highest quality standards.
- Develops project timelines based on resource availability and helps to scope jobs for Client's longer-term needs.
- Develops project timeliness based on resource availability and helps to scope jobs for Client's longer-term needs.
- Establish team priorities and drive functional and technical solutions and issues to closure.

Analyst

- Providing ad hoc assistance to various team members.
- Identifying system data quality issues and providing optional solutions.
- Analyzes the forecasts, reports, financials and other data sources for Operations.
- Performs complex analyses of business groups and objectives and needs of the operations environment.
- Researches and analyzes the proposals and business operations projects.
- Assist the Data Management function within the team.
- Use systems to ensure data is accurate, correcting and backfilling information.
- Use internal systems to analyze metadata deliverables.

- Provides high-level expertise in information modeling, requirement analysis and facilitation using methodologies such as Integrated DEFinition (IDEF) or related techniques.
- Gathers requirements using facilitation techniques in order to collect and define data.
- Processes requirements necessary to support complex large scale and/or decision support systems.
- Uses information gathered to develop database specifications.
- Designs relational database schemas to support large-scale, mid-tier Clients/server, or web-based applications.
- Provides technical guidance in software engineering techniques and automated support tools.
- Extract, Transform and Load (ETL) processes.

Financial Analyst

- Communicate with business area Clients and/or partners to obtain necessary supporting information /documentation.
- Acts as liaison between finance and business lines to develop and maintain accurate and efficient budget methodology for assigned categories.
- Acts as liaison between finance and business units providing guidance involving financial issues.
- Assist sector finance leads, making sure all parties (business and finance) have full visibility over the status and outlook of their projects.
- Understand key business events which drive changes to the P&L.
- Gain an understanding of key financial contract terms and conditions and ensure appropriate judgement applied to financials including revenue recognition review of new business and ensure correct accounting treatment.
- Where required provide business partnering to support bid activity including preparing, checking and approving models.
- Decision support to the business project owners.
- Effective and efficient management of the accounting close process - Meet accounting close deadlines, ability to communicate and resolve issues with business partners.
- Participate in Third Party Reviews.

4. Invoices and Payment

The Contractor shall invoice the Client, and all invoices shall contain the following information:

I. Contractor's Information:

- Name of the Contractor as specified on the executed Agreement.
- Date of invoice
- Unique invoice number

II. Client Information:

- Applicable Client Purchase Order

III. Pricing Information:

- Unit price as stated above
- Total price as stated above

IV. Goods or Services Provided:

- Description
- Quantity

5. Notices

Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), or by e-mail, showing the date and time of successful receipt. Notices shall be sent to the Client's Authorized Representative which is _____ and the Contractor's Authorized Representative which is _____. Each such notice shall be deemed to have been provided at the time it is actually received.

6. Independent Contractor

All services provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the Client for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of the services pursuant to this Agreement, shall not be considered employees of the Client. Any and all actions which arise as a consequence of any act or omission on the part of Contractor, its employees, subcontractors, or agents, or other persons engaged by Contractor in the performance of services pursuant to this Agreement, shall not be the obligation or responsibility of the Client. Contractor, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the Client's employees, except as otherwise stated in this Agreement.

7. Indemnification

Contractor, and subcontractors of Contractor, shall indemnify, defend, and hold harmless the Client and its officials, employees, contractors and agents from claims, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses of litigation) caused by any negligent act or omission by Contractor, engaged by Contractor in the performance of the services pursuant to this Agreement. Likewise, the Client agrees that it will indemnify, defend, and hold harmless the Contractor, and its employees, subcontractors, and agents of Contractor against any and all claims, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses of litigation), which the Contractor may hereafter sustain, incur, or be required to pay arising out of the actions of the Client pursuant to this Agreement.

Each party shall indemnify, defend, and hold harmless the other party and its officials, officers, directors, employees, contractors, and agents from any and all third party claims, damages, suits, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any act or failure to act by the indemnifying party pursuant to this Agreement.

8. Insurance

Contractor agrees to maintain, at its expense, statutory workers' compensation insurance coverage. Contractor also agrees to maintain, at its expense, general liability insurance coverage insuring Contractor against claims for bodily injury, death, or property damage arising out of Contractor's general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,500,000. Upon request of the Client, Contractor shall provide the City with certificates of insurance, showing evidence of the required coverage.

9. Work Product

Any work product arising from the services performed by Contractor under this Agreement shall be considered a "work made for hire" and shall belong to the Client. Notwithstanding the foregoing, it is further understood that Contractor shall have a non-transferable royalty-free perpetual license to make such non-commercial use of the Contractor work product as it may deem desirable.

10. Entire Agreement

This Agreement shall constitute the entire agreement between the Client and Contractor and supersedes any other written or oral agreements between the Client and Contractor. This Agreement can only be modified in writing signed by the Client and Contractor. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

11. Data Practices Act Compliance

Data provided, produced, or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Contractor will immediately report to the Client any requests from third parties for information relating to this Agreement. Contractor agrees to promptly respond to inquiries from the Client concerning data requests.

12. Choice of Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.

13. No Assignment

This Agreement may not be assigned by either party. There are no intended third party beneficiaries of any right or obligation assumed by the parties.

14. Compliance with Laws

Contractor shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in performing the services under this Agreement.

15. Force Majeure

Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring party may cancel the Agreement without penalty if performance does not resume within 30 days of the declaration. In the event of such cancellation, Contractor shall be paid the reasonable value of the services completed through the date of termination.

16. Waiver

None of the terms or provisions of this Agreement shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

17. Severability

In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

18. Counterparts

This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will constitute one and the same instrument and will be effective as of the Effective Date.

The Parties have executed this Agreement effective as of the last date that the Agreement is executed below:

Contractor

Client

By: _____

By: _____

Name: Jeff Gottstein

Name: Lisa Whalen

Title: President

Title: Mayor

By: _____

Name: Ann Meyerhoff

Title: City Clerk

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT
Judge: Daniel C. Moreno

City of Minnetrista,

Plaintiff,

Court File No.: 27-CV-24-5609
Case Type: Other Civil

vs.

SETTLEMENT AGREEMENT

1205 Sunnyfield LLC, et al.,

Defendants.

RECITALS

1. The City of Minnetrista (“City”) filed this action on or about April 10, 2024, seeking declaratory and injunctive relief against Defendants 1205 Sunnyfield LLC and 1195 Sunnyfield LLC (“Defendants”) with regard to alleged violations of the City’s zoning ordinance and nuisance ordinance on Defendants’ real property located at 1205 Sunnyfield Road North and 1195 Sunnyfield Road North in Minnetrista, Hennepin County, Minnesota which is legally described in **Exhibit A** attached hereto (the “Subject Property”).

2. The City’s allegations in the complaint involve the Defendants’ use of the Subject Property for purposes of a commercial business involving boat winterization, repair, and storage being conducted on the Subject Property.

3. Former owners of the Subject Property Defendants Frank Blackowiak, Jr., Faith Blackowiak, Richard Blackowiak, and Renee Blackowiak were dismissed via order filed May 6, 2024.

4. Defendant First National Bank of Le Center was personally served with the summons and complaint in this matter on or about April 25, 2024, as evidenced by the Affidavit of Service filed with the Court on April 25, 2024 (Index #4), but has not appeared in this action, and is not a party to this Settlement Agreement.

5. Defendants denied the City's claims and raised certain affirmative defenses and counterclaims in response to the City's complaint.

6. On April 3, 2026, the Court issued its Order on Plaintiff's Summary Judgment Motion (Index #67), which concluded that the City is entitled to partial summary judgment in its favor on the claim that Sunnyfield is in violation of the City's zoning ordinance, that Sunnyfield's business cannot be considered a permissible nonconforming use of the Subject Property, and that Sunnyfield's alleged defense of arbitrary or selective enforcement is not a viable claim as a matter of law. The Court's order was limited to the issue of liability on Count 1 of the City's complaint, regarding declaratory judgment for the zoning code violation claim. The Court declined to expressly rule upon the City's nuisance claim, Sunnyfield's counterclaims, or the scope of the remedy to address Sunnyfield's zoning code violation.

7. This matter is scheduled for trial pursuant to the District Court's Fourth

Amended Scheduling Order dated July 9, 2025 (Index #48), and the Trial Order dated April 14, 2026 (Index #70), with trial to begin on May 18, 2026.

8. At all times relevant to this action, the Subject Property has been located within the City’s (A) Agriculture District as designated by the City of Minnetrista Zoning Ordinance (“Zoning Ordinance”).

9. Defendants agree that, as of the date of this Settlement Agreement, the Subject Property is currently being used for purposes of the commercial boat winterization, repair, and storage business.

10. Defendants have now advised the City that Defendants will wind down their boat winterization, repair, and storage business operations on the Subject Property. This is expected to be completed no later than August 1, 2026 subject to the exception, below.

11. The Parties now wish to memorialize their agreement to settle this matter, to avoid further costs and uncertainties associated with the litigation.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the Parties agree to the following settlement agreement (“Settlement Agreement”):

SETTLEMENT AGREEMENT

1. **Recitals.** The Parties agree the above recitals are true and accurate and are incorporated herein by reference.

2. **Compliance.** On or before August 1, 2026, Defendants and any successors or assigns shall complete all work necessary in order for the Subject Property to be brought into compliance with the City's Zoning Ordinance. In particular, Defendants shall:

- a. Cease all commercial uses on the Subject Property which violate the City's Zoning Ordinance, including but not limited to winterization, repair, and storage of boats, trailers, vehicles, or related items which do not belong to the Defendants, a resident, or a visitor of the Subject Property.
- b. Remove from the Subject Property any and all boats, trailers, vehicles, or related items which are located on the Subject Property as part of Defendants' boat winterization, repair, and storage business in violation of the City's Zoning Ordinance.
- c. Remove any and all boats, trailers, or vehicles that are located on the Subject Property which are not owned by one of the Defendants, residents, or by a visitor to the Subject Property.
- d. Prohibit the placement, parking, or storage on the Subject Property of any boats, trailers, vehicles, or related items of personal property which are not owned by one of the Defendants, residents, or by a visitor to the Subject Property.
- e. Allow for the inspection of the Subject Property by representatives of the City or its agents solely for the limited purposes of identifying any outstanding violations of the Zoning Ordinance on the Subject Property and shall correct those violations that are confirmed and identified in writing. Any inspection of the Subject Property shall be done after reasonable advance written notice provided to the Defendants seven (7) days in advance of any inspection of the Subject Property.

3. **Initial Enforcement.** If Defendants fail to comply with the requirements under Paragraph Two of this Settlement Agreement after written notice in a timely

manner, the City, its agents, and/or contractors may enter the Subject Property to correct or eradicate the specific zoning violations identified on the Subject Property. Defendants will be provided at least ten (10) days' written notice of the City's intention to enter the Subject Property and correct the violations on the Subject Property. Defendants hereby grant to the City, and its agents, employees, and contractors the right to enter upon the Subject Property for the purpose of conducting all activities on the Subject Property necessary to accomplish the corrective action in accordance with this Paragraph (3) Three, doing no unnecessary damage to the land, and restoring any damage to the land to substantially the same condition, reasonable wear and tear excepted. Defendants will be responsible and can be charged for one hundred percent (100%) of the commercially reasonable documented cost that the City incurs related to such corrective action, limited to what is necessary to remedy for the specific violation including reasonable attorneys' fees to enforce the Settlement Agreement. The Parties also agree that such charge is to be a lien upon the Subject Property and shall be collectable by the City as a special charge on the Subject Property pursuant to Minnesota Statutes, §§ 429.101 and 429.021. Defendants shall have the right to review and challenge such costs for reasonableness prior to assessment.

In the event Defendants are not able to secure an alternative location to perform repair activities prior to August 1, 2026, after commercially reasonable efforts to do so, the City agrees that Defendants may have an extended wind-down period for repair

activities only of no later than September 30, 2026. In performing such repairs during this period, Defendants agree that they shall not store any boats, vehicles, trailers, or related items on the Subject Property for a period of more than five (5) business days total, and agree that such period shall not be extended past September 30, 2026.

4. **Compliance Verification.** In order to verify future compliance with this Settlement Agreement, Defendants agree to comply with the City's reasonable requests for information regarding the ownership of boats, trailers, motor vehicles and/or other related items of personal property that have been located on the Subject Property for more than forty-eight (48) hours, after August 1, 2026, and to affirmatively confirm whether such individuals were visiting the Subject Property while their boat(s), trailer(s) and/or vehicle(s) are or were located on the Subject Property. Such requests for information will only be made by the City when there is a reasonable belief that boats, trailers, or vehicles are being stored on the Subject Property in violation of this Settlement Agreement. The City's request shall be made by sending an email to both Kelli Gillispie-Coen at kellig@tonkaautoandmarine.com and Steven Coen at coeninc@aol.com. Defendants shall respond to the City's request for such information via email within five (5) business days of the request.

5. **No Same or Similar Violations.** Defendants agree not to create, permit, or allow conditions on the Subject Property that constitute the same or similar violations addressed in this Settlement Agreement and shall be held in violation of this Settlement

Agreement in the event such violations exist on the Subject Property again in the future. Defendants shall not be deemed in violation based on inadvertent, de minimis, or third-party actions beyond their reasonable control.

6. **Summary Enforcement Process.** In the event Defendants create, permit, or allow such same or similar violations to occur on the Subject Property in the future, the City will email both Kelli Gillispie-Coen and Steven Coen with a notice of the alleged violation of the Settlement Agreement. Defendants shall correct or eradicate the violation within no more than twenty-one (21) days of the receipt of the email notice from the City, and shall promptly communicate to the City when Defendants believe the alleged violation has been corrected or eradicated. If the violation is not corrected or eradicated within twenty-one (21) days of the initial email notification of the violation, or the parties cannot agree whether the violation has been corrected, the City shall be permitted to proceed by motion before the Court, and upon establishment of a violation of the Settlement Agreement, be entitled to the following relief:

- a. A declaration that Defendants' use of the Subject Property and/or the conditions existing on the Subject Property constitute a violation of the Settlement Agreement and/or the City's Zoning Code.
- b. An order authorizing the City, its agents, and contractors to limited entry to the Subject Property to correct or eradicate the specific violations identified and charge the Defendants the commercially reasonable cost that the City incurs related to such corrective action including reasonable attorneys' fees to obtain and enforce the Court order and to allow such charge to be a lien upon the Subject Property and collectable as a special charge on the Subject Property pursuant to Minnesota Statutes, §§ 429.101 and 429.021. Defendants shall have the right to review and challenge such

costs prior to assessment for commercial reasonableness pursuant to Paragraph (8) Eight below.

- c. An order permanently enjoining Defendants and any successors and assigns from taking any actions that would result in any similar, ongoing violations of the City of Minnetrista Zoning Code. Such order shall be limited to prohibiting Defendants from engaging in the specific conduct expressly addressed in this Settlement Agreement and shall not apply to unrelated provisions of the City of Minnetrista Zoning Code or to successors and assigns except to the extent expressly assumed in writing.

7. **Dismissal.** Upon execution of this agreement by the Parties, counsel of the Parties shall file a stipulation for dismissal of the pending litigation subject to the terms of this Agreement along with an order for the Court's execution. The Parties agree that the District Court shall retain jurisdiction to enforce the terms of this Settlement Agreement.

8. **Special Assessment of City Expenses; Waivers.** The City shall be authorized, pursuant to Minnesota Statutes, Sections 429.101 and 429.021, the City Code, and this Agreement, to assess the expenses that it incurs to undertake corrective action in an amount not to exceed the actual cost of documented said work, pursuant to and in conformity with state law. Defendants shall have the right to review and challenge such costs for commercial reasonableness prior to assessment, but agree that the corrective action work constitutes a special benefit to the Subject Property resulting from such work and further agree that Defendants will not challenge the assessment regarding the amount or existence of special benefit from such work.

9. **General Provisions.** This Settlement Agreement represents the entire

agreement between the Parties and supersedes in all respects all prior agreements of the Parties, whether written or otherwise, with respect to the Subject Property. No change, modification or waiver of any provisions of this Settlement Agreement will be binding unless it is in writing and signed by both Parties. This Settlement Agreement shall be construed according to the laws of the state of Minnesota. This Settlement Agreement may be executed and delivered in multiple counterparts. Each counterpart shall be an original, but such counterparts shall together constitute the same instrument and agreement.

10. **Remedies Cumulative.** The City may pursue such remedies as are expressly provided for in this Agreement or otherwise available under applicable law; provided, however, that any such remedies shall be applied in a reasonable and non-duplicative manner, and the City shall not be entitled to recover duplicative damages, costs, or fees for the same alleged violation.

11. **Severability.** If any term, provision, or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Settlement Agreement (or the application of such term, provision, or condition to persons or circumstances other than those in respect to which it is invalid or unenforceable) shall not be affected, and each term, provision, or condition of this Settlement Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Authority.** Each Party states that the undersigned has full power, legal capacity, and authority to enter into this Settlement Agreement and bind the respective Party to perform its obligations without the consent, approval, or authorization of any person, entity, tribunal, or other regulatory or governmental authority. Each Party represents and warrants that it has not assigned all or any part of any claim released herein to any third-party.

[Remainder of Page Intentionally Left Blank]

[Signature Page for the City of Minnetrista]

Dated: May 4, 2026

CITY OF MINNETRISTA



Mayor Lisa Whalen



City Clerk Ann Meyerhoff

Dated: 5/4, 2026

KENNEDY & GRAVEN,
CHARTERED



Joshua P. Weir (#0402328)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
Telephone: (612) 337-9300
Email: jweir@kennedy-graven.com

ATTORNEYS FOR CITY OF MINNETRISTA

[Signature Page for 1195 Sunnyfield LLC and 1205 Sunnyfield LLC]

Dated: _____, 2026

**1205 SUNNYFIELD LLC, a Minnesota
Limited Liability Company**

By: _____

Its: _____

Dated: _____, 2026

**1195 SUNNYFIELD LLC, a Minnesota
Limited Liability Company**

By: _____

Its: _____

Dated: _____, 2026

CHESTNUT CAMBRONNE PA

Francis J. Rondoni (#121903)
Charles R. Shafer (#0401080)
100 Washington Ave S. Suite 170
Minneapolis, Minnesota 55402
Telephone: (612) 339-7300
frondoni@chestnutcambronne.com
cshafer@chestnutcambronne.com

**ATTORNEYS FOR 1205 SUNNYFIELD LLC
AND 1195 SUNNYFIELD LLC**

EXHIBIT ALegal Description of the Subject Property1195 Sunnyfield Road North (PID 10-117-24-13-0007)

The North half of the South half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 117, Range 24, except the South 24 feet of the West 152 feet thereof, according to the Government Survey thereof, Hennepin County, Minnesota. (Torrens)

AND

The North 24 feet of the East 152 feet of the South 1/2 of the South 1/2 of the Southwest Quarter of the Northeast Quarter, Section 10, Township 117 North, Range 24 West of the Fourth Principal Meridian, Hennepin County, Minnesota. (Abstract)

1205 Sunnyfield Road North (PID 10-117-24-42-0005)

The South 10 acres of the West Half of the Northeast Quarter of Section 10, Township 117, Range 24, Hennepin County, Minnesota. Except: The North 24 feet of the East 152 feet, Hennepin County, Minnesota. (Abstract)

AND

Parcel 1: That part of Section 10, Township 117, Range 24, described as follows: That part of the East 908 feet of the West Half of the Southeast Quarter of said Section 10 which lies North of the following described line:

Beginning at the Northeast corner of the South 1620 feet of the East 908 feet of the West Half of the Southeast Quarter of said Section 10; thence on an assumed bearing of South 89 degrees 40 minutes 40 seconds West along the North line of said South 1620 feet a distance of 454.00 feet to the West line of the East 454 feet of the West Half of the Southeast Quarter of Section 10; thence North 81 degrees 20 minutes 23 seconds West a distance of 459.31 feet to the West line of said East 908 feet and there terminating: EXCEPT the East 150 feet of the North 162 feet thereof as measured along the North, and East lines of said West Half of the Southeast Quarter, Hennepin County, Minnesota.

Parcel 2: The South 24 feet of the West 152 feet of the North Half of the South Half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 117, Range 24, Hennepin County, Minnesota. (Torrens)



CITY OF MINNETRISTA

REQUEST FOR CITY COUNCIL ACTION/DISCUSSION

Subject: Approving Master Services Agreement with InfoSend for Services Related to Monthly Billing Mailings (Utilities)

Prepared By: Brian Grimm, Finance Director

Meeting Date: May 4, 2026

Issue: The attached master service agreement and exhibits from InfoSend are attached for your review and approval. With the upcoming switch from Quarterly to Monthly Utility Billing scheduled to take place at the end of July, we are looking to outsource the printing and disbursal/mailing process. By doing this, it will free up time that staff currently has to spend printing bills on postcards, tearing the postcards, and ultimately getting them ready to go to the Post Office.

Staff sent out inquiries to multiple vendors and received two quotes back. InfoSend's quote was the best as far as pricing, turnaround time and other logistical items. We also contacted a couple of local Cities using InfoSend and received positive references from them.

The contract term is an initial three-year term with options to auto renew in years after that. The estimated cost based on our historical usage should be around \$25,000 a year. A decent amount of this is the postage cost which we would have whether we did it in house or outsourced the services. About \$8-10K is related to the printing, preparation and disbursing of the utility bills. This could go up a little depending on the number of inserts/additional materials mailed with the bills.

Recommended City Council Action: Approve by motion a Contract with Infosend for Services Related to Monthly Utilities Billing Mailings

Does Recommended Action meet City Mission Statement? Yes No

Does Recommended Action meet City Goals/Priorities? Yes No

Explain:

This agenda item is part of the process to contract out our services for mailing utilities billings with the upcoming switch from quarterly to monthly billings for water accounts.

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.

InfoSend Master Service Agreement

This Master Service Agreement (“**Agreement**”) is entered into on _____ (the “**Effective Date**”) by and between City of Minnetrista, MN a municipal corporation, having its main office at 7701 Co Rd 110 W Minnetrista, MN 55364 (“**Client**”) and **InfoSend, Inc.**, a California Corporation, having its main office at 4240 E. La Palma Avenue, Anaheim, California 92807 (“**InfoSend**”). Client and InfoSend are collectively referred to herein as the “parties” and individually as a “party.”

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 “Affiliate” means, with respect to a party, any entity or person that, directly or indirectly, owns or is owned by (whether in whole or in part), controls or is controlled by, or is under common control with, such party.

1.2 “Agreement” shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this Agreement for InfoSend to provide the Services, described herein, to the Client.

1.3 “User(s)” shall mean a customer or employee of Client accessing InfoSend hosted applications via the Internet. Users of the System will agree to accept all the terms and conditions herein, and may be issued a unique User ID and/or password by InfoSend or Client.

1.4 “Services” shall include the performance of the Services outlined in Section 2 and detailed in Exhibits A and C of this Agreement.

1.5 “System” shall include all InfoSend hosted data and software applications.

1.6 “Client Data” shall refer to all Client-supplied computer data files that contain personally identifiable information.

2 Services Provided by InfoSend

2.1 Scope of Services

Subject to the terms and conditions of this Agreement, InfoSend, itself and/or through its Affiliate(s), shall provide to Client, and Client shall purchase from InfoSend, the services listed in Exhibit A (“Scope of Primary Services”) to this Agreement at the price set forth in Exhibit B (“InfoSend Fees”). In the event Client requires other consulting, installation, development and/or

customization services, InfoSend shall perform and Client shall purchase such services in accordance with the provisions of Exhibit C (“Professional Services”) of this Agreement.

2.2 Professionalism

InfoSend and Client shall operate in a professional manner under this Agreement: in providing and receiving Services under this Agreement, the parties will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession under similar circumstances.

2.3 Time of Performance of Services

InfoSend and Client acknowledge and agree that each party will use reasonable diligence to perform their respective obligations under this Agreement in a timely manner.

3 License Grant and Restrictions

3.1 Grant of License

InfoSend agrees to provide to Users the right to use software and the provision of Services, but in all cases only in full and complete compliance with all of the terms and conditions of this Agreement. Subject to the terms of this Agreement, InfoSend hereby grants, and Client hereby accepts, for the Term (as defined herein) of this Agreement, a non-exclusive, non-transferable license to access and use and to permit its Users to access and use the System via the Internet (the “License”).

3.2 License Restrictions

Client hereby agrees not to: (i) reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source or object code for, the System; (ii) use the System, or any component thereof, in any manner contrary to applicable laws or government regulations; or (iii) otherwise affect or attempt to enable the unauthorized use (with or without User ID and/or password) of the System.

4 Privacy and Security

4.1 Regulatory Compliance

(i) Compliance

InfoSend will maintain compliance with required Payment Card Industry (PCI) Data Security Standards and Cardholder Information Security Standards, applicable rules and regulations of the Health Insurance Portability and Accountability Act (HIPAA), and applicable sections of the Gramm-Leach-Bliley Act of 1999.

(ii) Ownership of Data

All Client Data, including all personally identifiable information, shall remain the sole and exclusive property of Client. InfoSend shall have no ownership rights in Client Data and shall use such data solely for the purpose of performing Services under this Agreement. Notwithstanding the foregoing, InfoSend may use de-identified or aggregated data that does not identify Client or any individual.

(ii) Data Security

InfoSend shall implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of Client Data, including protection against unauthorized access, use, disclosure, or loss. Such safeguards shall, at a minimum, be consistent with applicable industry standards and applicable law.

(iv) Breach Notification

InfoSend shall notify Client in writing without undue delay, and where feasible, within seventy-two (72) hours after discovery, of any actual or reasonably suspected unauthorized access to, acquisition of, or disclosure of Client Data ("Security Incident"). Such notice shall include, to the extent known at the time, a description of the nature of the incident, the data affected, and the corrective actions taken or proposed. InfoSend shall promptly take all reasonable steps to investigate, mitigate, and remediate any Security Incident and shall cooperate with Client in fulfilling any legal obligations related thereto.

(v) Audit and Documentation

Upon reasonable request, InfoSend shall provide Client with documentation reasonably necessary to demonstrate InfoSend's compliance with its data security obligations under this Agreement, including summaries of

relevant security policies or third-party audit reports, subject to appropriate confidentiality protections.

(vi) Audit and Documentation

InfoSend acknowledges that the Client is subject to the Minnesota Government Data Practices Act ("MGDPA"). To the extent InfoSend handles data on behalf of the Client, such data is "government data" and InfoSend shall comply with the MGDPA to the extent applicable to its role as a service provider acting on behalf of the Client. InfoSend shall use and disclose such data only as permitted by this Agreement or law, shall not release data without the Client's approval unless required by law, shall assist the Client with data requests in a reasonable manner, and shall return or securely destroy such data upon termination as directed by the Client.

5 Term & Termination

5.1 Term

The initial term of this Agreement shall commence on the effective date of this Agreement and continue for a period of three (3) years ("Initial Term") from the Effective Date. This Agreement will automatically renew for successive two (2) year periods ("Renewal Terms") unless either Client or InfoSend provides the other party with at least sixty (60) days' written notice prior to the end of the current term indicating that such party elects not to automatically renew the term of this Agreement. The party giving non-renewal notice may indicate if it prefers for the contract to be terminated at the end of the current term or to continue on a month-to-month basis, if mutually agreeable to both parties.

5.2 Termination for Cause

This Agreement may be terminated for cause as follows:

(i) Material Breach

A material breach of this Agreement by either party shall be cured within thirty (30) days after a party notifies the other of such breach. For those breaches which cannot reasonably be cured within thirty (30) days, the breaching party shall promptly commence curing such breach and thereafter proceed with reasonable due diligence to substantially cure such breach (the "Cure Period"). In the event that such material breach has not been cured within the Cure Period, the non-breaching party may terminate this Agreement in its entirety, or as it pertains to a particular Product, Deliverable, Service or Professional Service, by providing the other party

with thirty (30) days' written notice as of a date specified in such notice.

(ii) Failure to Pay

After sixty (60) days of nonpayment on undisputed invoices, InfoSend may, at InfoSend's option, terminate this Agreement in its entirety or as it pertains to a particular Product, Deliverable, Service or Professional Service, by giving written notice to Client, as of a date specified in such termination notice, pursuant to Section 6.3.

(iii) Insolvency or Bankruptcy

In the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.

5.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all accounts receivable are accounted for. Upon termination, InfoSend shall cease all Services provided hereunder, unless otherwise directed by the Client in writing and assuming all client fees remain current. Upon termination, Client will promptly pay to InfoSend any and all charges due, without offset, including but not limited to payables that are due pursuant to this Agreement, accrued finance charges, and the Discontinuance Fee set forth below, where applicable.

5.4 Discontinuance Fee

The parties have mutually agreed upon the Fees for the Services to be provided hereunder based upon volumes Client has represented in Exhibit B, Section 2 and the Term of this Agreement. Because of the impracticable or extreme difficulty in ascertaining the actual damages to InfoSend that would result from a termination of the Agreement prior to the expiration of the then-current term, Client agrees to pay a discontinuance fee to InfoSend in the event that (i) Client terminates the Agreement without cause prior to the expiration of the then-current term; or (ii) the Agreement is terminated due

to a breach by Client prior to the expiration of the then-current term.

The discontinuance fee will be equal to two (2) months of the Client's average monthly billing for the previous six (6) months of Service (excluding any postage charges and professional services fees that were invoiced in that time period). Client agrees to pay the discontinuance fee prior to the effective date of such termination and in addition to all other payables then due and owing to InfoSend. The parties agree that the amount of the discontinuance fee is a reasonable forecast of the just compensation for the harm to InfoSend caused by an early termination of this Agreement, and not a penalty.

5.5 Force Majeure

Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control ("Force Majeure Event") such as natural disasters, war, terrorist acts, riots, labor strikes, civil disturbances, widespread outages of utilities (including telecommunications services), computer "hacker" attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of government authority, including civil and military authorities and courts, widespread fuel or energy shortages, transportation stoppages, pandemics, and/or acts or omissions of common carrier. These causes will not excuse Client from paying previously accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

6 Invoicing and Payments

6.1 Invoicing

InfoSend will invoice Client monthly and Client will pay InfoSend the fees described in and/or computed in accordance with **Exhibit B (InfoSend Fees)**. Client payment of these invoices is due upon receipt in U.S. dollars and shall be paid NET 30 unless expressly agreed to by InfoSend.

6.2 Dispute of Invoice

Should Client dispute any invoices, it must do so in writing within sixty (60) days of the invoice date with specific details as to the matters in dispute or any dispute shall be deemed waived.

6.3 Late Payments

InfoSend may elect to assess finance charges on any or all undisputed invoices that become past due at a rate of 1.5% per month.

The recurring nature of InfoSend’s Services result in a rapid rise in financial loss to InfoSend if a Client’s accounts payable process is delayed, particularly when InfoSend is invoicing Client for postage charges. Therefore, InfoSend reserves the right to suspend Services until payments are brought current if past due account balances cannot be collected from Client. InfoSend’s Accounting staff will notify Client in writing before Services are suspended and give Client an opportunity to bring the account current before Services are put on hold. Should a hold be instigated, it will immediately be removed once the account is brought current.

7 **Communications**

7.1 Notices

Any notice hereunder must be in writing and sent by overnight courier service (such as FedEx or UPS), USPS certified mail, or electronic mail, all with delivery signature requested, to the other party hereto at the respective address set forth below:

To Client:
C/O (Department): _____
Address: _____

To InfoSend:
C/O: President
Address: 4240 E. La Palma Avenue
Anaheim, CA 92807

Notice shall be deemed to have been given and received one (1) business day after being sent via overnight courier service, or three (3) business days after being mailed by USPS certified mail. Each party may update its address or email address by providing written notice to the other party of such change in accordance with this section.

8 **Confidentiality & Intellectual Property**

8.1 Confidentiality

All information and data relating to Client’s business, as well as all User information, submitted by Client to InfoSend and/or its Affiliate(s) under this Agreement shall be treated as confidential by InfoSend and shall not, except as required to perform the Services under this

Agreement or otherwise required by law, be disclosed to any third party by InfoSend without Client’s written consent. Notwithstanding anything to the contrary, the following shall not be deemed confidential: (a) information that is in the public domain through no fault of InfoSend or its Affiliate(s); (b) information that was known to InfoSend or its Affiliate(s) prior to disclosure by Client; or (c) information that is independently developed by InfoSend or its Affiliate(s) without use of or reference to Confidential Information. InfoSend shall promptly notify Client should InfoSend be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admission, or other discovery request or court order (a “Request to Disclose”) from any third party regarding this Agreement, the Services performed under this Agreement, and/or seeking such information or data. Client shall be responsible to timely make appropriate objections to any Request to Disclose.

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains from InfoSend during the term of this Agreement about InfoSend’s business (the “Confidential Information”), which Confidential Information shall include InfoSend’s operations, financial condition, technology, systems, suppliers, clients or prospective clients, marketing data, plans, pricing, and models, or personnel, unless required by applicable law. Client will ensure that its employees and agents similarly abide by the requirements hereof. Client will promptly notify InfoSend of its receipt of a Request to Disclose and Confidential Information, and InfoSend shall be responsible to timely make appropriate objections thereto.

InfoSend, and its licensors, where applicable, owns all rights, title and interest, including all related Intellectual Property Rights, in and to InfoSend technology, the content and the Services. The InfoSend name, the InfoSend logo, and the product names associated with the Service are trademarks of InfoSend or third parties, and no right or license is granted to use them.

9 Representations & Warranties

9.1 InfoSend Representations and Warranties

InfoSend represents and warrants that it has the legal power and authority to enter into this Agreement and that

Services will be provided in a professional and workmanlike manner.

InfoSend warrants that the Services will materially perform the functions that the Client has selected under normal use and circumstances and that InfoSend shall use commercially reasonable measures to protect Client Data to the extent that it retains such data in the operation of the Services. Provided that Client gives InfoSend written notice of failure to meet the foregoing warranty within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), InfoSend warrants that it will use commercially reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If there is no notice by Client within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), it shall be deemed Client has accepted the Services and waived any claims to the otherwise.

9.2 Client Representations and Warranties

Client represents and warrants that it has the legal power and authority to enter into this Agreement and provide to InfoSend all information and data necessary for InfoSend to perform the Services. Client further warrants that it will comply with all laws, regulations, and compliance requirements applicable to Client's and User's activities covered by this Agreement.

9.3 Warranty Disclaimer

Except as expressly set forth in Section 9.1 above, InfoSend disclaims all other representations or warranties, express or implied, made to Client or any other party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement, to the extent permitted by applicable law.

InfoSend and its licensors and payment processors do not represent or warrant that (i) the use of the Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the Services will not delay in processing or paying to the extent such delay is caused by things outside the control of InfoSend. Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. InfoSend is not responsible for any delays, delivery failures, or other damage resulting from such problems.

In performing the Services, InfoSend is responsible for producing for print or online display the content that Client provides to InfoSend. InfoSend is not responsible for reviewing the content for spelling or typos, nor is InfoSend responsible for verifying the accuracy or legality of the content. It is Client's sole responsibility to verify that the content that InfoSend's applications will produce on Client's behalf is appropriate for distribution.

9.4 Inbound Communication Services Disclaimer

InfoSend Inbound Communication services are intended to receive communications and data from clients to facilitate the performance of InfoSend Services. While the inbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. Client acknowledges that it is aware of the potential hazards associated with using such infrastructure and will be responsible for ensuring InfoSend is in receipt of any communication or data destined for InfoSend. Client releases InfoSend from any and all liability that results from an unsuccessful communication or data transfer to InfoSend, one which does not produce a confirmation receipt from InfoSend.

9.5 Outbound Services Disclaimer

InfoSend Outbound Communication services are intended to create additional methods of communication for clients in support of existing processes. These services are not intended to replace all interaction with clients' end users or employees. While the outbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be

used as the sole method to deliver critical messages. Client acknowledges that Client is aware of the potential hazards associated with relying on an automated outbound service feature when using InfoSend services. Client agrees that it is giving up in advance any right to make any claim against InfoSend, and that Client forever releases InfoSend from any and all liability caused by (a) any failed USPS delivery; (b) any failed email delivery; (c) any failed SMS or call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; or (d) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder. Such release shall include instances where Client, Client's employees, or Client's end user suffer injury or damage due to the failure of outbound services to operate, even though InfoSend may know or suspect what or how extensive those injuries or damages might be, unless such losses were directly attributable to InfoSend's gross negligence or willful misconduct.

10 Insurance

10.1 InfoSend's Insurance Provisions

InfoSend will maintain the following minimum insurance levels during the Initial Term of this Agreement and any Renewal Terms:

- Commercial General Liability coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate.
- Automobile Liability Insurance coverage in the amount \$1,000,000.00 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000.00 per occurrence and in aggregate.
- Worker's Compensation Insurance with at least the minimum coverage amounts required by law.
- Errors & Omissions Insurance with a \$5,000,000.00 coverage limit.

11. Indemnification & Limitation of Liability

11.1 Indemnification

InfoSend is a service provider. As such, Client acknowledges that data processing involves the risk of human and machine errors and that InfoSend shall not be liable for any errors, omissions, delays or losses. However,

nothing herein shall relieve InfoSend of liability to the extent arising from its breach of this Agreement, negligence, willful misconduct, or violation of applicable law

InfoSend will not be responsible for actions, omissions or delays to Services resulting from incomplete, late or faulty data and/or instructions transmitted by Client. Client shall indemnify, defend and hold InfoSend and InfoSend's Affiliate(s) harmless from any and all claims, damages, awards, costs, fees, expenses, interest, and penalties related to or arising from Client's breach of any provision of this Agreement, any unlawful conduct of Client, and/or any event beyond the reasonable control of InfoSend or its Affiliate(s), including, without limitation, (a) failures or limitations on the availability of third-party telecommunications or other transmission facilities; (b) Client failure to maintain security or confidentiality of data or access credentials; and/or (c) violation of any applicable laws, regulations or industry standards.

InfoSend shall indemnify, defend and hold harmless Client, its officers, officials, employees, and agents from and against any and all claims, damages, awards, costs, fees, expenses, interest, and penalties arising out of or relating to: (a) any breach of this Agreement by InfoSend; (b) any negligent act or omission or willful misconduct of InfoSend or its employees, agents, contractors, or affiliates; (c) any violation of applicable laws, regulations, or industry standards by InfoSend; (d) any actual or alleged infringement or misappropriation of intellectual property rights arising from the Services or System; and (e) any unauthorized access to, disclosure of, or loss of Client Data, including personally identifiable information, to the extent caused by InfoSend's acts or omissions.

11.2 Limitation of Liability

In no event shall InfoSend, or its Affiliate(s) be liable for indirect, special or consequential damages even if InfoSend has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. The aggregate liability of InfoSend and its Affiliate(s) arising from or relating to this Agreement for any claim shall be limited to the fees that InfoSend received from Client in the preceding twelve (12) months prior to the accrual of the claim.

12 General

12.1 Independent Contractor

Client and InfoSend agree and understand that the relationship between both parties is that of an independent contractor. No joint venture, partnership, employment or agency relationship exists between Client and InfoSend as a result of this Agreement or use of the Service.

12.2 Governing Law

This Agreement shall be governed by the substantive laws of the state of Minnesota without regard to the choice or conflicts of law provisions of any jurisdiction.

12.3 Entire Contract; Amendment

This Agreement (including its Exhibits) contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. Modifications or changes to this Agreement, other than as specified at Exhibit B, must be in writing and executed by the parties.

12.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

12.5 Assignment

This Agreement may not be assigned by either party without the prior written approval of the other party, unless it is being assigned to (i) a parent or wholly owned subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

12.6 Survival

All of the terms of this Agreement which by their nature extend beyond the expiration or termination of the Agreement, including but not limited to indemnification obligations, payment obligations, confidentiality obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

12.7 Attachments

The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

Exhibit A: Scope of Primary Services

Exhibit B: InfoSend Fees

Exhibit C: Professional Services

12.8 Cooperative Agreement (“Piggybacking”)

The parties agree that InfoSend may offer the prices, terms and conditions offered herein to other government agencies that wish to participate in a cooperative purchase program with Client. InfoSend will review these requests from other government agencies on a case-by-case basis to decide whether this Agreement can be extended to the new agency. At minimum, the following requirements must be met for the prices in this Agreement to be extended to the new agency:

- The new agency must require similar types of service for similar document types (i.e., statements, late notices);
- The monthly document volume that InfoSend will produce must be similar, or at a minimum, acceptable;
- The new agency must agree to use InfoSend’s standard materials; and,
- The prices in this Agreement must still be profitable.

If the above conditions are not met then InfoSend will provide the new agency with revised pricing that it can elect to accept if it moves forward with the cooperative purchase program. Other agencies will be responsible for entering into separate Agreements with the contract and for all payments thereunder made directly to InfoSend. InfoSend reserves the right not to extend this Agreement’s terms in whole or in part to other agencies for any reason.

This Agreement is the result of an open, competitive procurement process conducted in accordance with applicable law. The provisions of this Agreement may be extended to other government agencies within the same jurisdiction, at InfoSend’s discretion.

Client makes no guarantee to other government agencies that may utilize the provisions of this Agreement. By utilizing the provisions of this Agreement, the participating government agency agrees to hold Client harmless from all claims, demands, or actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the utilization of the provisions of this Agreement. Client makes no guarantee to InfoSend that any other government agency will make use of the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Section 6, Item a)

Agreement is entered into by and between:

Client:

By: _____
Name: _____
Title: _____
Date: _____

InfoSend:

By: _____
Name: _____
Title: _____
Date: _____

This Exhibit A is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and the City of Minnetrista, MN (“**Client**”). This Exhibit A provides the Services which InfoSend, and/or its Affiliate(s), shall deliver to Client to permit Client’s customers (“**Users**”) to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend’s Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

☒	Data Processing, Printing and Mailing Service (“DPPM Service”): During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
☐	eBusiness Services (the “eBusiness Services”): During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned “Job Code”.
- InfoSend will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation
 - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
 - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend’s system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Section 2. eBusiness Service Description

A. General System Description

- Mobile-Ready Customer Engagement: all products are mobile compatible out of the box, with no app store downloads required of customers. Powered by InfoSend's CCM platform, customer specific messaging and payment reminders are delivered electronically.

- Multi-Channel Payment Collection: InfoSend's payment platform will consolidate web, telephone, SMS, CSF and bank payments into a single lockbox file.
- One-Time and Automatic Payments: allow customers to quickly make a one-time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- Bill Notification and Presentment: notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers inbox or show online via the secure portal.
- Interactive Voice Response (IVR): accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- SMS Text-to-Pay: enrolled customers may opt in to receive text notifications of new bills, and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- Bank Payments (MasterCard RPPS): InfoSend can collect payments made via the customer bank and include them within the lockbox file.
- PCI-Compliant Cloud Based Solution: electronic billing and payment related products hosted in the cloud by InfoSend in a secure PCI-Level 1 compliant environment.

B. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format, using the Data Transfer and Processing workflow described in Section 1.
- Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- If the Client is not using InfoSend's DPPM Service, USPS address workflow will not be applied.
- Data loaded into the eBusiness system is used to facilitate accurate payments via Web, IVR, SMS or Bank BillPay.

C. Customer Enrollment and Bill Notification

- Data loaded into the system will be used to facilitate customer enrollment, using two pieces of information specific to the customer bill.
- For enrolled customers, system will send a notification of the new bill available via email.
- For enrolled customers who have opted in, system will send an SMS alert.
- For customers using the IVR system, bill information will be dictated by text to voice.
- For customers paying via Bank BillPay, the account number can be validated by the system prior to accepting payment.
- The system may optionally be configured to display a PDF replica of the bill image.

D. Customer Payment and Reporting

- Customers can make payment via Web, SMS, IVR or Bank BillPay, depending on channels which Client has requested InfoSend setup.
- Payments can be configured to allow Users to pay by bank account and/or credit/debit card.
- All payments will be reported in a standard daily "lockbox" file.

This Exhibit B is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and the City of Minnetrista, MN (“**Client**”). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Fees

InfoSend reserves the right to increase InfoSend Fees on an annual basis starting with the first anniversary of the Effective Date to account for increases in the cost of materials, labor, and other overhead. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless other terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

Additionally, if Client uses DPPM Services, InfoSend reserves the right to increase paper, form, and envelope fees as needed, with thirty (30) days’ written notice to Client, in the event of extraordinary increases to the cost of paper.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client’s actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in accordance with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days’ notice.

Section 2. Client Representations

Client Volume Representations	
<u>Customers Contacted or Billed Monthly</u>	2,800
<u>Number of Batches Monthly</u>	1

Section 3. DPPM Fees:

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary	
All Document Types: One 8.5" x 11" page, up to two color duplex (2/2), including InfoSend standard envelopes. Pricing reflects an estimated average volume of 2,800 documents a month, with an approximate 1 billing run per month.	\$0.207 per single page mail piece

Finished mail pieces are delivered to the USPS **within one (1) business day**. If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above (shaded green) as well as additional and optional pricing. Pricing is based on “Client Volume Assumptions” listed above and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	WAIVED
Setup Fee – Data Only Input Files	WAIVED
Document Re-Design Fee	\$0.00
Data Processing Fee (per document)	\$0.03

Printing and Mailing Service	
All Document Types Printing and Mailing Fee per Page with up to 2/2 Ink	\$0.112
USPS Postage – A postage deposit will be required prior to starting service	Pass-through
Print Color Options (colors per side)*	\$0.122 for 3/1 to 4/1 printing \$0.127 for 4/4 printing
Inline Insert Print Fee* (Paper stock pricing below in Materials section)	\$0.112 Black printing \$0.127 Color printing
Batch Fee (per mailing batch under 100 mail pieces)	\$10.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates – per “hit” (address that get updated)	\$0.35 NCOA or \$0.35 ACS

*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.

Materials	
Standard 8.5" x 11" Paper Stock (per sheet)	\$0.016
Standard Double Window Outgoing #10 Envelope	\$0.026
Standard Single Window Return #9 Envelope	\$0.023
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.020
Inserting Fee - Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is \$0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply.	\$0.01 per insert
Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case-by-case basis to determine if additional fees will apply for setup and handling.	

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.02 - For 12 Months of Retention \$0.03 - For 24 Months of Retention \$0.04 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Professional Services Rate (per hour)	\$205
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$100 monthly support fee

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month x average number of months floated x current 5-Digit pre-sorted first class postage rate. The postage deposit amount due for your account is:

2,800 mail pieces per month x \$0.593 x 3 = \$4,981.20

The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days' written notice to Client.

Section 4. eBusiness Service Fees:

Not Applicable

Section 5. Client Go-Live and Fees

InfoSend will provide Client with a Demo instance of the System to approve configuration and simulation of Services. Upon Client approval of the Demo instance of the System and sample outputs from Services, InfoSend will create a copy of Demo System in Production for completion of final User Acceptance Testing (UAT). Client will be given the UAT Period to complete internal testing prior to initiating Go-Live. All Setup and recurring Monthly Fees will become due upon the sooner of (a) Client Go-Live with the application or (b) 60 days from InfoSend delivery of Production System for UAT.

Section 6. Implementation Project Cost Subsidization:

InfoSend's internal costs to complete the project is higher than the Setup fees given. InfoSend has subsidized these fees by factoring in years of service given the term of the Agreement. Should Client cancel the project or terminate the Agreement at its convenience less than one (1) year from the Effective Date then it must pay according to the below:

- **DPPM Setup Fee:** No charge for Express PDF Setup Input files or \$2,500 for Data-Only Input Files
- **EBPP Setup Fee:** 100% of Setup fees quoted or listed as "Waived" in the pricing exhibit.

This Exhibit C is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and the City of Kennewick, WA (“**Client**”). This Exhibit C provides InfoSend’s Professional Services Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on an annual basis, starting with the first anniversary of the Agreement date, if needed. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend’s system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client’s data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is \$205.00 per hour. In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for the project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- **Fixed Quote** – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.
- **Time and Materials Quote** – should it not be possible to provide a fixed quote due to the nature of a Client’s requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture Client’s specific requirements and data types.