



CITY COUNCIL MEETING AGENDA

November 17, 2025 at 6:30 PM

7701 County Road 110 West Minnetrista, MN 55364

1) CALL TO ORDER

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

2) SPECIAL PRESENTATIONS

- a) Michael Kirkwood LMCD Discussion

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 November 03, 2025
- b) Approve City Council Regular Meeting Minutes from November 03, 2025
- c) Res. No. 98-25 Approve Claims
- d) Res. No. 99-25 Approve Simple Subdivision between 6560 & 6580 South Bay Drive
- e) Res. No. 100-25 Approve Lift Station Control Panel Replacement at Lift Station #4 and Lift Station #6
- f) Approve AE2S SCADA Task Order No. 01-26 for Consulting Services for Control Panel Replacement at Sewer Lift Station #2
- g) Approve AE2S SCADA Task Order No. 02-26 for Communications Upgrade at Flow Station #14
- h) Approve Amendment to Data Storage Server Sharing and Governance Agreement

5) PUBLIC HEARINGS

6) BUSINESS ITEMS

- a) Motion to Deny Preliminary Grading Agreement Request for North Pointe at Halsted Bay
- b) Res. No. 101-25 and 102-25 Approve AE2S Task Orders for the Woodland Cove Water Treatment Plant Construction Observation and SCADA Services

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

November 03, 2025 at 5:00 PM

7701 County Road 110 West Minnetrista, MN 55364

1) CALL TO ORDER

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

Present: Mayor Whalen, Councilmembers Vickery, Lacy, Govern. Staff present: City Administrator Kruggel, Finance Director Grimm, Public Services Director Peters, Assistant City Administrator Bauman, City Clerk Meyerhoff. City Engineer Fauske. Absent: Cathleen Reffkin

2) DISCUSSION ITEMS

a) Storm/Surface Water Budget Discussion

Finance Director Grimm provided an update.

During the discussion, staff recommended maintaining the current stormwater rate of \$29 per quarter, noting that this rate has remained steady for several years and continues to support a healthy fund balance between \$800,000 and \$900,000. Council members discussed that, while the fund balance is relatively high compared to the annual expenditures of roughly \$500,000, it provides flexibility for future stormwater projects and unforeseen expenses. It was noted that even with planned projects for the coming year, the fund would only decrease by about \$80,000. Some council members expressed concern that the balance might be excessive, suggesting that funds should be used for necessary maintenance and improvement projects, such as culvert cleaning and stormwater pond maintenance. Staff also mentioned that upcoming discussions will address the city's responsibility for cleaning certain stormwater ponds located in HOA areas without active boards, potentially funded through the stormwater fund. The consensus was to keep the stormwater rate unchanged for now, monitor the fund balance annually, and consider adjustments or project allocations as needed to maintain a reasonable reserve level.

b) Recycling Fund Budget Discussion

Finance Director Grimm presented an update on the recycling fund, noting that the balance has steadily declined from approximately \$200,000 in 2019–2020 to around \$50,000–\$60,000 currently, with a projected year-end balance closer to \$30,000–\$40,000. This decrease is due to the recycling contract rate increase in 2020 and the city charging less than the contractual rate, along with additional administrative and cleanup day expenses. To stabilize the fund, staff recommended a \$2 per quarter increase in the recycling rate, raising it from \$16 to \$18 beginning in 2026. This adjustment would help offset the \$5.79 per household charge from Waste Management and cover associated operational costs, allowing the fund to remain balanced. Staff also confirmed that the city continues to receive SCORE grant funding to support recycling operations, though the portion allocated to organics collection has decreased as participation in that program remains limited. The proposed rate adjustment was described as modest and reasonable, particularly when considered alongside the previously discussed \$8 sewer rate increase, which together would result in an overall 6–7% rise in quarterly utility bills for residents.

c) Cable Fund Budget Discussion

Finance Director Grimm provided an update on the city's cable fund, noting that while it does not involve direct resident fees, revenues from franchise fees—primarily from Mediacom—have declined significantly over the past several years. Mediacom's payments have decreased from about \$15,000 per quarter to roughly \$7,000–\$8,000, with annual revenues now closer to \$30,000–\$40,000 compared to \$60,000–\$70,000 in prior years. Midco has begun contributing a small amount as its local service expands, but overall revenues continue to fall as more residents move away from traditional cable television toward streaming services, which are not subject to franchise fees.

The cable fund currently supports city communications efforts, including website maintenance, newsletters, and broadcasting equipment purchases, such as council chamber upgrades. Staff noted that the fund is currently operating at a deficit, and a transfer from the general fund may be necessary to balance it at year-end. Discussion included the possibility of eventually folding cable-related expenses back into the general fund if revenues continue to decline. It was explained that franchise fees are based on the number of video service accounts within the city—approximately \$2 per account per month—but as cable boxes are phased out in favor of streaming apps, these revenues are expected to continue decreasing over time.

d) Bayside Lane Drainage Update

City Engineer Fauske provided an update on the drainage issue affecting a residence on Bayside Lane, noting that this project dates back to an earlier city-approved stormwater installation from the early 2000s. Since the last council meeting, staff coordinated with a contractor specializing in this type of work and planned to meet on-site to review the problem area. The contractor provided a preliminary estimate of approximately \$15,000 for connecting the affected area to the existing stormwater system, though other utility estimates ranged both higher and lower. The primary goal is to address the localized flooding issue at one residence, identified as 925 Bayside Lane, which was built at a lower elevation and has experienced repeated drainage problems. Once the corrective work is completed, ownership and maintenance responsibility for the system will be transferred to the homeowners' association. Staff emphasized that this project is being pursued because it was originally approved as a city project; future requests of this nature would need to follow standard permitting processes and would not automatically qualify for city-funded improvements.

3) ADJOURNMENT

Motion by Vickery, seconded by Lacy to adjourn the meeting at 5:33 p.m.

Motion passed 4-0.

Respectfully Submitted,

Ann Meyerhoff, City Clerk



CITY COUNCIL MEETING MINUTES

November 03, 2025 at 6:30 PM

7701 County Road 110 West Minnetrista, MN 55364

1) CALL TO ORDER

Mayor Whalen called the meeting to order at 6:30 p.m.

- a) Pledge of Allegiance
- b) Introductions: City Council: Mayor Lisa Whalen, 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. Absent: Cathleen Reffkin
- c) Approval of Agenda
Mayor Whalen asked to switch Business Items A & B, putting item B first and to move the Special Presentation to after the Public Hearing or whenever Senator Ann Johnson Stewart arrives.
Motion made by Councilmember Govern, Seconded by Councilmember Lacy to approve the agenda as amended.
Voting Yea: Mayor Whalen, Councilmember Vickery, Councilmember Lacy, Councilmember Govern

2) SPECIAL PRESENTATIONS

- a) Senator Ann Johnson Stewart Update
During the city council meeting, the mayor welcomed Senator Johnson Stewart and thanked her for taking the time to attend and discuss important issues affecting the community. The mayor emphasized that the council represents all residents, regardless of political affiliation, and expressed interest in discussing city projects, the Highway 7 Safety Coalition, potential state legislation on planning, building, and housing, as well as updates on any possible special legislative sessions.
Senator Johnson Stewart introduced herself as a civil engineer and former state senator, now serving again after redistricting. She described her background in infrastructure and her leadership with the Infrastructure Alliance, noting her ongoing commitment to supporting local projects through bonding and funding initiatives. She explained the state's bonding process, highlighting that Minnetrista's current request focuses on water and sewer infrastructure needs in its northern areas. The senator praised City Administrator Kruggel for his work on the city's project proposal and assured the council that small communities like Minnetrista would be a priority for this year's bonding funds.
Senator Stewart outlined that the bonding committee expects \$1.3 billion available statewide, with an emphasis on grants for essential infrastructure, particularly water and sewer systems. She cautioned that final funding decisions are typically made at

the end of the legislative session but encouraged the city to remain engaged throughout the process.

The discussion also addressed housing legislation. Both the senator and council members expressed support for affordable housing but shared concerns about previous state bills that could override local zoning authority. They agreed that while affordable housing is important, policies must be practical and respect local planning efforts. The senator stated she is working with Representative Patty Acomb on alternative strategies to support communities without compromising their control over zoning.

Additional discussion focused on fire district organization and funding. The mayor explained challenges related to merging departments with separate relief funds and the limitations of the state's current funding formula, which is based solely on market value. The council suggested allowing alternative formulas that include service calls as a factor. Senator Stewart agreed that this was an important issue affecting many communities and said she would look into possible legislative solutions.

Overall, the meeting was collaborative and informative, with the senator expressing strong support for Minnetrista's infrastructure and governance goals and the council emphasizing continued communication with state legislators on these and related issues.

3) PERSONS TO BE HEARD

4) CONSENT AGENDA

- a) Approve Work Session Meeting Minutes from October 20, 2025
- b) Approve City Council Regular Meeting Minutes from October 20, 2025
- c) Res. No. 94-25 Approve Claims
- d) Res. No. 95-25 Accept Improvements and Authorize Final Payment of the 2023 Street Improvement Project
- e) Approve Building Inspection Reciprocal Services Agreement with Victoria
- f) Approve Temporary Liquor License for Northwest Tonka Lions - Holiday Tree Lighting
- g) Approve City of Minnetrista "Not to Waive" the Monetary Limits on Municipal Tort Liability

Motion made by Councilmember Vickery, Seconded by Councilmember Lacy to approve the Consent Agenda as presented.

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

5) PUBLIC HEARINGS

- a) Res. No. 96-25 Adopting a Street Reconstruction Plan and Providing Preliminary Approval for the Issuance of Bonds Thereafter

During the City Council's public hearing, Todd Hagen from Ellers and Associates, provided an overview of the proposed bond issuance and financing plan for upcoming city projects. The public hearing was held to review a five-year Street Reconstruction Financing Plan, which includes a \$3.45 million street improvement project. Mr. Hagen explained that the city will be using a general obligation street reconstruction bond instead of a typical improvement bond due to the assessment threshold requirements

under state law. This alternative approach allows the city to finance the project effectively while complying with legal limitations.

Council and staff discussed the plan to combine this bond with other financing needs—specifically, equipment certificates and funding for the security camera project—to reduce issuance costs. In addition, a separate water infrastructure bond will be issued concurrently, though it will be repaid through water user fees rather than general funds. The council also discussed potentially splitting the water bond into two phases to allow flexibility and take advantage of possible state funding.

Mr. Hagan noted that combining multiple funding purposes into a single issuance will save on administrative and underwriting costs while keeping each fund's revenue stream and expenditure distinct. The total bond issuance is expected to exceed \$5 million and will be structured to meet federal spending and arbitrage requirements. The council acknowledged that after the public hearing and preliminary approval, a 30-day waiting period will be required before final authorization, ending on December 3rd. No further public comments or questions were raised, and the council proceeded with the next steps toward bond approval and project implementation.

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

There were no public comments

Mayer Whalen closed the public hearing at 6:47 p.m.

Motion made by Councilmember Lacy, Seconded by Councilmember Govern to Adopt Resolution 96-25, Adopting a Street Reconstruction Plan and Providing Preliminary Approval for the Issuance of Bonds Thereafter.

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

6) BUSINESS ITEMS

b) Res. No. 97-25 Resolution of Support for Acquisition of 6300 Painter Road by MCWD

During the meeting, the mayor introduced a discussion regarding a resolution of support for the Minnehaha Creek Watershed District's proposed purchase of property located at 6300 Painter Road. Community Development Director Abel provided background information, explaining that the property owners had approached the Watershed District about selling the land due to its environmental significance within the Painter Creek sub-watershed. The parcel is located near existing district holdings and has been identified in the 2027 Water Management Plan as a key area for water quality improvement efforts. Painter Creek flows into Jennings Bay on Lake Minnetonka, which, along with Halsted Bay, is listed as an impaired water body. The acquisition of the property would enable future watershed projects aimed at reducing phosphorus runoff into Jennings Bay.

David noted that the Planning Commission reviewed the proposal on October 27 and unanimously recommended that the City Council issue a resolution of support. Although the Watershed District is not legally required by state statute to obtain city approval for the purchase, both the Watershed District and the Park District have established policies to seek local government support as a courtesy and to maintain cooperative relationships. Representatives from the Watershed District were present to answer any questions from the council, and staff were also available for discussion.

A representative from the Minnehaha Creek Watershed District addressed the council to provide background details on the proposed purchase of the 6300 Painter Road property. The speaker explained that the property owners had contacted the Watershed District in

late July after the property had been on the market for several months, recalling the district's previous interest in securing conservation easements there nearly 20 years ago. Upon re-evaluating the site, district staff determined that the property aligns well with current watershed goals and the city's environmental priorities. Recent watershed diagnostic work identified the area upstream of the property as a significant source of phosphorus entering Painter Creek, which flows into Jennings Bay—one of the impaired water bodies of Lake Minnetonka. The site presents valuable opportunities for regional water quality improvement projects aimed at reducing phosphorus runoff.

In the short term, the Watershed District plans to demolish the property's aging structures—some dating back to the 1890s—while retaining one newer shed. The land will be graded and seeded with native vegetation to stabilize it temporarily as a conservation area. This period will allow time for monitoring, data collection, and feasibility studies to determine the best long-term restoration and treatment options. Potential future projects include creek and wetland restoration, and the development of phosphorus treatment systems such as sand-iron filtration or alum injection facilities.

The representative also noted that the property's location, adjacent to publicly owned land near Painter Creek Estates Park, offers opportunities for future collaboration with the city on recreational amenities. Discussion followed about the district's evolving land acquisition strategy, which now focuses on targeted properties that support measurable water quality improvements. The council inquired whether portions of the parcel could eventually be resold for private use under conservation easements. The district indicated this could be considered after feasibility studies clarify which areas are essential for environmental restoration.

Regarding the purchase details, the district confirmed that it follows a policy requiring formal appraisals before acquisition. The 6300 Painter Road property was listed for \$850,000, and the district successfully negotiated a purchase price of \$825,000—approximately midway between the listing and appraised values. The council acknowledged the request for a resolution of support for the acquisition and expressed appreciation for the Watershed District's collaboration and transparency in the process.

Motion made by Councilmember Vickery, Seconded by Councilmember Govern to Adopt Resolution 97-25, Resolution of Support for Acquisition of 6300 Painter Road by MCWD.

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

a) AE2S Task Order 19 - Communication and Outreach Assistance Related to Water Utility Changes

During the meeting, staff presented a proposal for enhanced public communication support related to the city's upcoming water treatment plant construction, utility rate changes, and the transition from quarterly to monthly billing. The proposed agreement, not to exceed \$18,840 over a 30-month period, would provide professional communication assistance—including a dedicated project webpage with real-time updates, newsletter content, postcards, and social media messaging—to help residents stay informed and reduce confusion or frustration as major utility changes occur.

Staff explained that while the city would still handle printing, mailing, and posting, the consultant would provide professional design, messaging, and communication planning, drawing on prior experience with similar municipal projects. The intent is to

strengthen outreach and transparency during a period of significant infrastructure work and rate adjustments.

Councilmembers discussed whether the cost was justified and debated the extent of the city's responsibility to proactively inform residents. Some members expressed concern about spending funds on professional communication services, suggesting that regular mailings or website updates might be sufficient. Others emphasized that proactive, clear, and frequent communication is essential to maintaining public trust and reducing staff workload from resident inquiries.

Staff noted that during the last utility rate increase, the city received hundreds of calls from residents who were unaware of the changes despite standard communication efforts. The mayor stressed that improved communication aligns with one of the city's top strategic goals and helps prevent misinformation and mistrust.

Ultimately, the discussion reflected differing perspectives on how best to balance fiscal responsibility with the need for effective resident engagement, but there was general agreement on the importance of transparent communication during major city projects.

Administrator Kruggel explained that this will give us more ways to communicate what is going on with the project. City would be responsible for all the printing and postage.

Motion made by Councilmember Govern, Seconded by Councilmember Vickery to Approve AE2S Task Order 19 – Communication and Outreach Assistance Related to Water Utility Changes.

Voting Yea: Mayor Whalen, Councilmember Vickery, Councilmember Govern

Voting Nay: Councilmember Lacy

7) ADMINISTRATIVE ITEMS

a) Staff Reports

Administrator Kruggel shared that the Holiday Tree Lighting is set for December 4th from 5-7 with Fire Works at 6:30.

b) Council Reports

i) Mayor Lisa Whalen

ii) Cathleen Reffkin

iii) Claudia Lacy

- Westonka Chamber Lunch

iv) Peter Vickery

- Personnel Committee Meeting

v) Brian Govern

8) ADJOURNMENT

Motion made by Councilmember Vickery, Seconded by Councilmember Govern to adjourn the meeting at 7:44 p.m.

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

Respectfully Submitted,

Ann Meyerhoff, City Clerk

RESOLUTION NO. 98-25

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

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

WHEREAS, the City Council reviewed the Claims for payment, with checks numbered 73581 through 73633; electronic checks E1003474 through E1003488; Claims batch includes an electronic transfer for payroll in the amount of \$107,493.61.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that the attached list of claims in the amount of \$563,835.40 is hereby approved.

ADOPTED this 17th day of November 2025 by a vote of ____ Ayes
____ Nays.

Lisa Whalen, Mayor

ATTEST:

City Clerk

CITY OF MINNETRISTA

***Check Detail Register©**

Batch: POLICE PC 10312025,Medsurety110525,Aflac110325,Wex_CircleK110525,110425
PSN,PR11062025,111725AP,Xcel111325,Tasc111125,MetLife110325

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1010 1ST BK OF THE LAKES					
73581	11/17/25	ADVANCED GRAPHIX INC.			
E 401-42110-560		EQUIP AND FURNISHIN	\$1,325.85	218049	Graphics for Unit 89
		Total	\$1,325.85		
73582	11/17/25	AMAZON CAPITAL SERVICES			
E 101-43121-224		STREET MAINTENANCE	\$165.34	16FP-T3GK-	Shop Supplies
E 101-43121-224		STREET MAINTENANCE	\$27.25	17W9-Q74M-	Door Stops for PW Doors
E 101-41320-201		OFFICE SUPPLIES	\$73.24	1GDH-DMX7-	Coffee
E 101-41320-201		OFFICE SUPPLIES	\$283.82	1LVR-D3KF-	Monitors
E 601-49440-227		UTILITY SYSTEM MAINT	\$414.40	1N3D-TMRJ-	Solenoids
E 602-49490-227		UTILITY SYSTEM MAINT	\$24.98	1N3D-TMRJ-	Voltage Tester
E 101-43121-215		SHOP MATERIALS	\$141.97	1N3D-TMRJ-	LED Bulbs
E 101-41320-201		OFFICE SUPPLIES	\$72.23	1V61-374K-V	City Hall Office Supplies
E 101-42401-201		OFFICE SUPPLIES	\$77.49	1WVH-TX3P-	Copier/Printer Paper
		Total	\$1,280.72		
73583	11/17/25	Banyon Data Systems, Inc.			
E 101-41320-433		DUES & SUBSRIPT & TR	\$2,130.00	00167096	Property Management, Fund and Fund Invoicing Support
		Total	\$2,130.00		
73584	11/17/25	BAUER BUILT TIRE			
E 101-42110-221		EQUIPMENT PARTS, TIR	\$525.32	180318248	Tires
		Total	\$525.32		
73585	11/17/25	BIFFS, INC.			
E 101-45202-401		BLDG/STRUCT MAINTEN	\$6.04	INV274870	Lisle Park-Fee
E 101-45202-401		BLDG/STRUCT MAINTEN	\$6.07	INV274871	Linden Park-Fee
E 101-45202-401		BLDG/STRUCT MAINTEN	\$6.07	INV274872	Lisle Park-Fee
		Total	\$18.18		
73586	11/17/25	CAMPBELL KNUTSON			
E 101-41610-305		PROSECUTING ATTORN	\$281.68		Prosecution Atty Services
E 101-41610-305		PROSECUTING ATTORN	\$2,532.91		Prosecution Atty Services
		Total	\$2,814.59		
73587	11/17/25	Center Point Energy			
E 601-49440-383		NATURAL GAS	\$42.74	10654144-4	Gas Utility
E 601-49440-383		NATURAL GAS	\$121.60	10658039-2	Gas Utility
E 601-49440-383		NATURAL GAS	\$20.66	10658041-8	Gas Utility
E 601-49440-383		NATURAL GAS	\$20.66	11144790-0	Gas Utility
E 601-49440-383		NATURAL GAS	\$22.86	11431330-7	Gas Utility
E 601-49440-383		NATURAL GAS	\$20.66	11553312-7	Gas Utility
E 601-49440-383		NATURAL GAS	\$20.66	11833736-9	Gas Utility
E 601-49440-383		NATURAL GAS	\$8.49	13936923-5	Gas Utility
E 101-41940-383		NATURAL GAS	\$162.37	5651357-5	Gas Utility - Gov't Bldg
E 601-49440-383		NATURAL GAS	\$30.21	5659223-1	Gas - Well #5
E 601-49440-383		NATURAL GAS	\$292.59	6401076054-	Gas Utility
E 101-43121-383		NATURAL GAS	\$33.16	6744979-3	Gas Utility - PW

CITY OF MINNETRISTA

***Check Detail Register©**

Batch: POLICE PC 10312025,Medsurety110525,Aflac110325,Wex_CircleK110525,110425
PSN,PR11062025,111725AP,Xcel111325,Tasc111125,MetLife110325

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-42110-383		NATURAL GAS	\$69.88	8486433-9	Gas Utility - PD
E 101-43121-383		NATURAL GAS	\$47.75	8486442-0	Gas Utility - PW
		Total	\$914.29		
73588	11/17/25	CINTAS			
E 101-43121-224		STREET MAINTENANCE	\$200.00	1905962289	Disposable Gloves for Shop
E 101-43121-417		UNIFORMS	\$146.26	4248526044	Uniforms
		Total	\$346.26		
73589	11/17/25	CLASSIC CLEANING COMPANY			
E 101-42110-211		CLEANING & MAINT SUP	\$775.00	38406	Monthly Cleaning Pd for October 2025
E 101-41940-211		CLEANING & MAINT SUP	\$400.00	38407	Monthly Cleaning for Oct 2025
E 101-43121-211		CLEANING & MAINT SUP	\$375.00	38407	Monthly Cleaning for Oct 2025
		Total	\$1,550.00		
73590	11/17/25	CONTROLOGIX SERVICES			
E 101-42110-401		BLDG/STRUCT MAINTEN	\$256.25	25-262	Co Detector Not Powering-Service
		Total	\$256.25		
73591	11/17/25	CORE AND MAIN			
E 602-49490-227		UTILITY SYSTEM MAINT	\$880.00	X621057	Easement MH Markers
		Total	\$880.00		
73592	11/17/25	CULLIGAN			
E 101-42110-211		CLEANING & MAINT SUP	\$119.00	114x0568550	Cooler Rental Service
		Total	\$119.00		
73593	11/17/25	Ess Brothers & Sons			
E 101-43121-224		STREET MAINTENANCE	\$240.00	FF10158	Truncated domes for Hunters Sidewalk Project
		Total	\$240.00		
73594	11/17/25	AT & T MOBILITY			
E 101-42110-321		TELEPHONE	\$429.58		Phones
E 401-42110-560		EQUIP AND FURNISHIN	\$305.84		Phones
E 602-49490-381		ELECTRIC UTILITIES	\$350.00	28733314926	Cell Phones, Hotspots, I pads-2 months
E 101-41940-321		TELEPHONE	\$800.17	28733314926	Cell Phones, Hotspots, I pads-2 months
E 101-43121-321		TELEPHONE	\$350.00	28733314926	Cell Phones, Hotspots, I pads-2 months
E 601-49440-381		ELECTRIC UTILITIES	\$350.00	28733314926	Cell Phones, Hotspots, I pads-2 months
		Total	\$2,585.59		
73595	11/17/25	FLOCK GROUP INC DBA FLOCK SAFETY			
E 401-42110-540		MOTOR VEHICLES & MA	\$10,101.37	INV-64990	Flock Safety and Platform
		Total	\$10,101.37		
73596	11/17/25	Fury Motors			
E 101-42110-221		EQUIPMENT PARTS, TIR	\$281.11	791218/1	Unit 81- Battery replacement
E 101-42110-221		EQUIPMENT PARTS, TIR	\$337.60	791606/2	Unit 86-Battery replacement
E 101-42110-221		EQUIPMENT PARTS, TIR	\$188.55	791623/2	Unit 79-Wiper Blades
E 101-42110-221		EQUIPMENT PARTS, TIR	\$356.19	791726/2	Unit 85-Mount and Balance Tires and Suspension
E 101-42110-221		EQUIPMENT PARTS, TIR	\$103.75	791865/1	Unit 87-The Works

CITY OF MINNETRISTA

***Check Detail Register©**

Batch: POLICE PC 10312025,Medsurety110525,Aflac110325,Wex_CircleK110525,110425
PSN,PR11062025,111725AP,Xcel111325,Tasc111125,MetLife110325

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-42110-221		EQUIPMENT PARTS, TIR	\$1,736.58	792161/3	Unit 79-Electrical Diagnosis, Suspension, Air Fuel Service
		Total	\$3,003.78		
73597	11/17/25	Gopher State One Call			
E 601-49440-227		UTILITY SYSTEM MAINT	\$240.30	5100611	Sewer & Water Locates
E 602-49490-227		UTILITY SYSTEM MAINT	\$240.30	5100611	Sewer & Water Locates
		Total	\$480.60		
73598	11/17/25	HENNEPIN COUNTY INFO TECH DEPT			
E 401-42110-560		EQUIP AND FURNISHIN	\$2,602.57	1000255058	radio lease - PD
E 401-43126-560		EQUIP AND FURNISHIN	\$349.56	1000255072	Radio Lease
		Total	\$2,952.13		
73599	11/17/25	Int'l Union of Oper. Engineers			
G 101-2360		PAYROLL CLEARING UN	\$315.00	November 20	* Union dues
		Total	\$315.00		
73600	11/17/25	Jubilee Foods			
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$18.68		Dept Meeting
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$9.93		Training
		Total	\$28.61		
73601	11/17/25	LAST CALL SEWER AND DRAIN SERVICE			
E 101-42110-401		BLDG/STRUCT MAINTEN	\$229.00		Service on Sewer at PD
		Total	\$229.00		
73602	11/17/25	League of MN Cities Ins. Trust			
G 101-1350		PREPAID ITEMS	\$86,273.00		2026 Workers Comp
G 601-1350		PREPAID ITEMS	\$22,000.00		2026 Workers Comp
G 602-1350		PREPAID ITEMS	\$22,000.00		2026 Workers Comp
G 651-1350		PREPAID ITEMS	\$6,500.00		2026 Workers Comp
		Total	\$136,773.00		
73603	11/17/25	LE-AST SERVICE COUNSELING			
E 101-42110-307		PROFESSIONAL SERVIC	\$180.00	1849	Monthly Retainer Fee
		Total	\$180.00		
73604	11/17/25	LELS			
G 101-2360		PAYROLL CLEARING UN	\$949.00	Nov 2025	PD Union Dues (13x\$73.00)
G 101-2360		PAYROLL CLEARING UN	\$64.66	Nov 2025	CSO Union Dues (1x\$64.66)
		Total	\$1,013.66		
73605	11/17/25	LEXISNEXIS RISK DATA MNGMT INC			
E 101-42110-307		PROFESSIONAL SERVIC	\$211.00	1100217931	Contract Fee
		Total	\$211.00		
73606	11/17/25	LOFFLER			
E 101-41320-410		COMPUTER SERVICES/	\$267.43	5168215	Fortigate VPN
E 101-42110-410		COMPUTER SERVICES/	\$200.00	5168215	Fortigate VPN
E 101-43121-410		COMPUTER SERVICES/	\$150.00	5168215	Fortigate VPN
E 601-49440-410		COMPUTER SERVICES/	\$150.00	5168215	Fortigate VPN

CITY OF MINNETRISTA

***Check Detail Register©**

Batch: POLICE PC 10312025,Medsurety110525,Aflac110325,Wex_CircleK110525,110425
PSN,PR11062025,111725AP,Xcel111325,Tasc111125,MetLife110325

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 602-49490-410		COMPUTER SERVICES/	\$150.00	5168215	Fortigate VPN
E 101-42110-410		COMPUTER SERVICES/	\$146.25	5171219	Pd PC Replacement
E 101-42110-202		COPY & PRINTING SUPP	\$40.20	5171438	Copies-PD
E 101-41940-321		TELEPHONE	\$500.00	5173392	Monthly Phones
E 101-43121-321		TELEPHONE	\$450.00	5173392	Monthly Phones
E 101-42110-321		TELEPHONE	\$447.32	5173392	Monthly Phones
E 101-41320-410		COMPUTER SERVICES/	\$2,433.76	5174387	General Support
E 101-42110-410		COMPUTER SERVICES/	\$3,476.80	5174387	General Support
E 101-43121-410		COMPUTER SERVICES/	\$521.53	5174387	General Support
E 601-49440-410		COMPUTER SERVICES/	\$1,129.97	5174387	General Support
E 602-49490-410		COMPUTER SERVICES/	\$1,129.94	5174387	General Support
E 101-41320-410		COMPUTER SERVICES/	\$70.50	5176435	Domain Change
E 401-43126-560		EQUIP AND FURNISHIN	\$374.50	CW255585	InTune Project
		Total	\$11,638.20		
73607	11/17/25	MAMA			
E 101-41320-433		DUES & SUBSRPT & TR	\$35.00	2349	Meeting-Kruggel
		Total	\$35.00		
73608	11/17/25	Media Com			
E 673-49600-307		PROFESSIONAL SERVIC	\$122.45		Internet
		Total	\$122.45		
73609	11/17/25	MENARDS BUFFALO			
E 602-49490-227		UTILITY SYSTEM MAINT	\$408.84	39181	Building Materials for SCADA Room at KPT
E 101-43121-215		SHOP MATERIALS	\$107.41	39476	Paint and Gutter Supplies for Old PW Shop
		Total	\$516.25		
73610	11/17/25	MET COUNCIL			
G 602-2395		SAC CLEARING	\$4,970.00	Sept 2025	* Monthly SAC
		Total	\$4,970.00		
73611	11/17/25	Metropolitan Council WW Servic			
E 602-49490-438		EXPENSE MWCC	\$39,678.03	0001196422	* Monthly Sewer
		Total	\$39,678.03		
73612	11/17/25	MID COUNTY			
E 101-42110-212		MOTOR FUELS AND LUB	\$441.63	100058	Squad Fuel
E 101-43121-212		MOTOR FUELS AND LUB	\$1.00	4322	Fuel Tank Rental
E 101-42110-212		MOTOR FUELS AND LUB	\$1.00	4325	Fuel tank rent
E 101-42110-212		MOTOR FUELS AND LUB	\$874.72	83453	Squad Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$610.88	83611	Squad Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$815.76	83677	Squad Fuel
E 601-49440-212		MOTOR FUELS AND LUB	\$196.65	83678	Dyed Diesel Fuel
E 602-49490-212		MOTOR FUELS AND LUB	\$196.65	83678	Dyed Diesel Fuel
E 101-43121-212		MOTOR FUELS AND LUB	\$491.64	83678	Dyed Diesel Fuel
E 101-43125-212		MOTOR FUELS AND LUB	\$98.33	83678	Dyed Diesel Fuel
		Total	\$3,728.26		
73613	11/17/25	MN CHILD SUPPORT PAYMENT CENTE			
G 101-2390		PAYROLL CLEARING GA	\$907.24		* Child Support (453.62 x 2)

CITY OF MINNETRISTA

***Check Detail Register©**

Batch: POLICE PC 10312025,Medsurety110525,Aflac110325,Wex_CircleK110525,110425
PSN,PR11062025,111725AP,Xcel111325,Tasc111125,MetLife110325

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$907.24		
73614	11/17/25	MN DEPT OF AGRICULTURE			
E 407-45202-530		IMPROVEMENTS	\$30.00		Tree Care Renewal
Total			\$30.00		
73615	11/17/25	MONTES DE OCA, MIGUEL			
E 101-43121-417		UNIFORMS	\$230.45		Boot reimbursement
Total			\$230.45		
73616	11/17/25	MORRIS ELECTRONICS INC			
E 101-42110-410		COMPUTER SERVICES/	\$250.00	16111	Labor
Total			\$250.00		
73617	11/17/25	MOUND TRUE VALUE HARDWARE			
E 101-42110-437		MISCELLANEOUS EXPE	\$15.99	199470	Brush
E 101-42110-437		MISCELLANEOUS EXPE	\$29.99	199496	Booster Cable
E 101-42110-437		MISCELLANEOUS EXPE	\$16.99	199555	Chargers
E 101-42110-437		MISCELLANEOUS EXPE	\$14.99	199559	Cable
E 101-43121-224		STREET MAINTENANCE	\$5.99	199845	Insulation Foam
E 601-49440-227		UTILITY SYSTEM MAINT	\$34.47	199847	WTP Hose and Duster
Total			\$118.42		
73618	11/17/25	MSCIC			
E 101-42110-434		POLICE TRAINING	\$300.00		Conference Registration Fee
Total			\$300.00		
73619	11/17/25	OVERLINE & SON, INC			
E 602-49490-227		UTILITY SYSTEM MAINT	\$684.00	1454	Quarterly Line Cleaning for Restaurant per Met Council
Total			\$684.00		
73620	11/17/25	Postmaster			
E 101-41320-322		POSTAGE	\$1,321.20	PI 89	Postage for Newsletter
Total			\$1,321.20		
73621	11/17/25	Stericycle, Inc.			
E 101-41320-307		PROFESSIONAL SERVIC	\$364.24	8012450809	Shredding Services
Total			\$364.24		
73622	11/17/25	STREICHER'S			
E 101-42110-417		UNIFORMS	\$169.99	I1778673	Boots
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$1,311.00	I1779447	Pepper Balls
E 101-42110-417		UNIFORMS	\$9.00	I1781006	Flashlight
E 101-42110-417		UNIFORMS	\$11.99	I1781007	Name tag
E 101-42110-417		UNIFORMS	\$1,908.99	I1785495	Vest
E 101-42110-417		UNIFORMS	\$271.97	I1788975	Flashlight, Holder, Holster
Total			\$3,682.94		
73623	11/17/25	SUN LIFE FINANCIAL			
G 101-2340		PAYROLL CLEARING HE	\$1,053.37	December 20 LTD	
G 101-2340		PAYROLL CLEARING HE	\$816.75	December 20 STD	

CITY OF MINNETRISTA

***Check Detail Register©**

Batch: POLICE PC 10312025,Medsurety110525,Aflac110325,Wex_CircleK110525,110425
PSN,PR11062025,111725AP,Xcel111325,Tasc111125,MetLife110325

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$1,870.12		
73624	11/17/25	The Standard			
G 101-2380		PAYROLL CLEARING LIF	\$1,605.25	Dec 2025	* Life Insurance
Total			\$1,605.25		
73625	11/17/25	Toll Gas & Welding Supply			
E 101-43121-215		SHOP MATERIALS	\$26.78	0040220673	Welder and Torch Cylinder Demurrage
Total			\$26.78		
73626	11/17/25	TROMBLEY, RICK			
G 101-2025		DEPOSITS PAYABLE	\$10,000.00	MB-23037 R1	Temp Co Rtn- 2500 Co Road 92
Total			\$10,000.00		
73627	11/17/25	US BANK CORPORATE SYSTEMS			
E 101-42110-240		SMALL TOOLS AND MIN	\$23.99		Allen Wrenches
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$103.79		Food-Training Meeting
E 101-42110-437		MISCELLANEOUS EXPE	\$73.00		Drug Testing Kits
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$80.76		Food-Training Meeting
E 101-42110-201		OFFICE SUPPLIES	\$37.98		Thunb Drives
E 101-41410-404		VEHICLE & EQUIP MAIN	\$65.17		Election Voting Tabulator Rolls
E 101-41110-433		DUES & SUBSRIPT & TR	\$76.68		Council Meeting Food
E 101-41320-433		DUES & SUBSRIPT & TR	\$1,126.00		Kruggel-MCA Annual Renewal
E 101-42401-404		VEHICLE & EQUIP MAIN	\$150.00		Car Wash Cards
E 101-41110-433		DUES & SUBSRIPT & TR	\$76.94		Council Meeting Food
E 101-41320-433		DUES & SUBSRIPT & TR	\$249.00		Go To Webinar
E 602-49490-227		UTILITY SYSTEM MAINT	\$845.41		Heater for KPT -Scada Room
E 101-42401-404		VEHICLE & EQUIP MAIN	\$284.24		Center Console for Building Inspection Explorer
E 101-43121-221		EQUIPMENT PARTS, TIR	\$257.11		Hydraulic Hose Line for Truck 13
E 101-43121-221		EQUIPMENT PARTS, TIR	\$5.69		Hydraulic Fitting for Truck 13
Total			\$3,455.76		
73628	11/17/25	US BANK EQUIPMENT FINANCE			
E 101-41320-307		PROFESSIONAL SERVIC	\$41.86	567052576	Copier -City Hall
E 101-41910-307		PROFESSIONAL SERVIC	\$41.86	567052576	Copier -City Hall
E 101-43121-307		PROFESSIONAL SERVIC	\$41.86	567052576	Copier -City Hall
E 601-49440-307		PROFESSIONAL SERVIC	\$41.87	567052576	Copier -City Hall
E 602-49490-307		PROFESSIONAL SERVIC	\$41.87	567052576	Copier -City Hall
Total			\$209.32		
73629	11/17/25	VERIZON WIRELESS			
E 101-42110-321		TELEPHONE	\$40.01	6126772394	PD Cell phones
Total			\$40.01		
73630	11/17/25	WASTE MANAGEMENT OF WI-MN			
E 671-43230-384		REFUSE REMOVAL	\$20,722.41	8168785-159	* Recycling
E 671-43230-384		REFUSE REMOVAL	\$91.65	9393028-228	Organics
Total			\$20,814.06		
73631	11/17/25	Wm Mueller & Sons Inc.			
E 101-43121-224		STREET MAINTENANCE	\$819.40	318589	Aphalt for patching

CITY OF MINNETRISTA

***Check Detail Register©**

Batch: POLICE PC 10312025,Medsurety110525,Aflac110325,Wex_CircleK110525,110425
PSN,PR11062025,111725AP,Xcel111325,Tasc111125,MetLife110325

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$819.40		
73632	11/17/25	WSB & ASSOCIATES			
E 651-49590-303		ENGINEERING SERV	\$1,900.00	R-012555-00	SWAMP Subscription
E 651-49590-303		ENGINEERING SERV	\$222.00	R-013428-00	MS4 Services
E 433-43122-303		ENGINEERING SERV	\$492.28	R-020668-00	2023 Street and Utility Reconstruction Project
E 601-43241-303		ENGINEERING SERV	\$463.32	R-020668-00	2023 Street and Utility Reconstruction Project
E 602-49490-303		ENGINEERING SERV	\$9.65	R-020668-00	2023 Street and Utility Reconstruction Project
G 801-1170		LAND USE RECEIVABLE	\$35.00	R-024326-00	* Woodland Cove 11th
E 406-43121-303		ENGINEERING SERV	\$2,628.75	R-026511-00	2025 Street Improvement Project
E 601-49440-303		ENGINEERING SERV	\$500.00	R-026558-00	General Engineering Svcs
E 602-49490-303		ENGINEERING SERV	\$500.00	R-026558-00	General Engineering Svcs
E 651-49590-303		ENGINEERING SERV	\$500.00	R-026558-00	General Engineering Svcs
E 101-42600-303		ENGINEERING SERV	\$1,250.00	R-026558-00	General Engineering Svcs
E 651-49590-303		ENGINEERING SERV	\$5,448.75	R-026559-00	Mpls Outlet and Ravine, Bayside Yard Storm Sewer
E 602-49490-303		ENGINEERING SERV	\$251.00	R-026559-00	Sewer Drainage
E 601-49440-303		ENGINEERING SERV	\$2,173.00	R-026559-00	WTP Surveys
G 801-1170		LAND USE RECEIVABLE	\$3,674.00	R-026766-00	* 2025 WCA Services-Hwy 7, ML-25018
E 406-43121-303		ENGINEERING SERV	\$18,624.25	R-028526-00	2025 Pavement Maintenance Project
E 406-43121-303		ENGINEERING SERV	\$34,357.25	R-029049-00	2026 Street Improvement Project
E 601-49440-303		ENGINEERING SERV	\$1,423.50	R-031517-00	Minnetrista WTP
Total			\$74,452.75		
73633	11/17/25	XCEL ENERGY			
E 101-41940-381		ELECTRIC UTILITIES	\$1,330.48	51-6565407-3	Electricity-City Hall
E 101-43121-381		ELECTRIC UTILITIES	\$329.77	51-6565407-3	Electricity-Public Works
E 101-43121-381		ELECTRIC UTILITIES	\$81.44	51-6565407-3	Electricity-PW
E 101-43160-381		ELECTRIC UTILITIES	\$47.33	51-6565407-3	Electricity-Signal Sunnyfield
E 101-43160-381		ELECTRIC UTILITIES	\$47.32	51-6565407-3	Electricity
E 101-45202-401		BLDG/STRUCT MAINTEN	\$13.18	51-6565407-3	Electricity-Hunters Trail
E 602-49490-381		ELECTRIC UTILITIES	\$2,246.04	51-6565409-5	Electricity-Lift Stations
Total			\$4,095.56		
1003474 e	11/05/25	MEDSURETY, LLC			
E 101-41320-437		MISCELLANEOUS EXPE	\$30.00	45827	Cobra Administration
Total			\$30.00		
1003475 e	11/05/25	AFLAC			
G 101-2348		AFLAC INS	\$48.46	627061	* Supplemental Insurance
Total			\$48.46		
1003476 e	11/05/25	WEX BANK			
E 101-43121-224		STREET MAINTENANCE	\$135.36		LP Refills for Gas Heater
Total			\$135.36		
1003477 e	10/31/25	Petty Cash			
E 401-42110-540		MOTOR VEHICLES & MA	\$37.00		REGISTRATION FOR #90
E 101-42110-322		POSTAGE	\$6.80		POSTAGE
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$30.00		CLASS MEALS
E 101-42110-437		MISCELLANEOUS EXPE	\$16.25		TABS FOR 80

CITY OF MINNETRISTA

***Check Detail Register©**

Batch: POLICE PC 10312025, Medsurety110525, Aflac110325, Wex_CircleK110525, 110425
 PSN, PR11062025, 111725AP, Xcel111325, Tasc111125, MetLife110325

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$32.97		CLASS MEALS
E 401-42110-560		EQUIP AND FURNISHIN	(\$10.00)		RETURN FROM PREVIOUS VEHICLE REGISTRATION
Total			\$113.02		
1003478 e	11/06/25	PSN			
E 601-49440-307		PROFESSIONAL SERVIC	\$1,213.58	11/4/2025	MONTHLY ONLINE PAYMENT FEES OCTOBER 2025
E 602-49490-307		PROFESSIONAL SERVIC	\$1,213.58	11/4/2025	MONTHLY ONLINE PAYMENT FEES OCTOBER 2025
E 651-49590-307		PROFESSIONAL SERVIC	\$809.05	11/4/2025	MONTHLY ONLINE PAYMENT FEES OCTOBER 2025
E 671-43230-307		PROFESSIONAL SERVIC	\$809.04	11/4/2025	MONTHLY ONLINE PAYMENT FEES OCTOBER 2025
Total			\$4,045.25		
1003479 e	11/10/25	Internal Revenue Service			
G 101-2300		PAYROLL CLEARING FE	\$16,694.74		* PR - Fed w/h
G 101-2320		PAYROLL CLEARING FI	\$16,665.00		* PR - SS/Medicare w/h
Total			\$33,359.74		
1003480 e	11/10/25	MINNESOTA DEPT. OF REV.			
G 101-2310		PAYROLL CLEARING ST	\$7,637.42		* State w/h
Total			\$7,637.42		
1003481 e	11/10/25	Public Employees Retirement			
G 101-2330		PAYROLL CLEARING PE	\$32,740.54		* Pera w/h
Total			\$32,740.54		
1003482 e	11/10/25	ICMA			
G 101-2370		PAYROLL CLEARING DE	\$290.00		* Roth IRA Contributions
Total			\$290.00		
1003483 e	11/10/25	EDWARD JONES			
G 101-2370		PAYROLL CLEARING DE	\$3,014.27		* Deferred Comp w/h
Total			\$3,014.27		
1003484 e	11/10/25	Optum			
G 101-2347		HSA CLEARING ACCT	\$5,649.09		HSA Employer and Employee Cont
Total			\$5,649.09		
1003485 e	11/10/25	HCSP			
G 101-2370		PAYROLL CLEARING DE	\$275.00		* HCSP Retirement
Total			\$275.00		
1003486 e	11/12/25	XCEL ENERGY			
E 601-49440-381		ELECTRIC UTILITIES	\$10,217.06	51-6565410-8	Electricity-Wells/Watertower
Total			\$10,217.06		
1003487 e	11/13/25	TASC			
G 101-2346		PR CLEARING DAYCARE	\$312.49		* Dependent Care
Total			\$312.49		

CITY OF MINNETRISTA

11/13/25 12:56 PM

Page 9

***Check Detail Register©**

Batch: POLICE PC 10312025,Medsurety110525,Aflac110325,Wex_CircleK110525,110425
 PSN,PR11062025,111725AP,Xcel111325,Tasc111125,MetLife110325

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1003488 e	11/13/25	METLIFE			
E 101-41320-131		HEALTH & LIFE INS - E C	\$263.07		Dental Insurance
E 101-42401-131		HEALTH & LIFE INS - E C	\$90.64		Dental Insurance
E 101-41910-131		HEALTH & LIFE INS - E C	\$175.38		Dental Insurance
E 101-43121-131		HEALTH & LIFE INS - E C	\$355.93		Dental Insurance
E 101-43125-131		HEALTH & LIFE INS - E C	\$84.13		Dental Insurance
E 101-45202-131		HEALTH & LIFE INS - E C	\$45.30		Dental Insurance
E 101-42110-131		HEALTH & LIFE INS - E C	\$939.92		Dental Insurance
E 601-49440-131		HEALTH & LIFE INS - E C	\$123.74		Dental Insurance
E 602-49490-131		HEALTH & LIFE INS - E C	\$113.75		Dental Insurance
E 651-49590-131		HEALTH & LIFE INS - E C	\$42.34		Dental Insurance
		Total	\$2,234.20		
		1010	\$456,341.79		

Fund Summary

1010 1ST BK OF THE LAKES

101 GENERAL FUND	\$227,038.85
401 CAPITAL IMPROVEMENT PROGRAM	\$15,086.69
406 ROAD MAINTENANCE FUND	\$55,610.25
407 TREE REPLACEMENT FUND	\$30.00
433 2023 STREET PROJECTS	\$492.28
601 WATER FUND	\$41,272.99
602 SEWER FUND	\$75,934.04
651 STORM WATER MGMT FUND	\$15,422.14
671 RECYCLING FUND	\$21,623.10
673 CABLE	\$122.45
801 LANDUSE AGENCY	\$3,709.00
	\$456,341.79

CITY OF MINNETRISTA



CITY COUNCIL CONSENT AGENDA ITEM

Subject: **Simple Subdivision Request at 6560 & 6580 South Bay Drive**

Prepared By: **Nickolas Olson, Senior City Planner**

Through: **David Abel, Community Development Director**

Meeting Date: **November 17, 2025**

Issue: Aly & Melanie Murad and Kristin & Kenneth Dowell (collectively the “Applicants”) are the fee owners of 6560 South Bay Drive and 6580 South Bay Drive respectively (collectively the “Properties”). The Applicants have proposed to adjust the common lot line between the Properties to allow for a more desirable driveway entrance and approach. The Properties both conform to the required lot standards before and after the simple subdivision, so there are no issues from a zoning perspective.

Recommended City Council Action: Motion to adopt Res. No. 99-25 Approving a Simple Subdivision request at 6560 & 6580 South Bay Drive from Aly & Melanie Murad and Kristin & Kenneth Dowell.

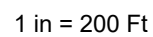
Attachments:

1. Location Map
2. Applicant Narrative
3. Survey of Proposal
4. Res. No. 99-25 Approving a Simple Subdivision request at 6560 & 6580 South Bay Drive from Aly & Melanie Murad and Kristin & Kenneth Dowell

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.

Section 4, Item d)



- 
- The logo for the City of Minnetrista is an oval emblem. It features a stylized blue 'M' in the center, with a green wave-like line flowing through it. Above the 'M' are two green pine trees. The words 'CITY OF' are written in blue at the top, and 'MINNETRISTA' is written in blue at the bottom, all within a green oval border.

Land Conveyance Request for 6560 South Bay Drive

The purpose of this land conveyance request is to improve both the functionality and aesthetics of the driveway and overall property layout at 6560 South Bay Drive.

When approaching the lot from the street, the current angle creates an awkward and restrictive entry point that doesn't align well for a proper driveway approach. Without the extension of this land, the driveway placement is limited, forcing a sharp, unnatural turn into the garage. This creates long-term usability and safety concerns, especially in winter conditions when visibility and traction are reduced.

By extending the property line through this land conveyance, we can establish a smoother, more natural entry that enhances accessibility and complements the home's design. It also allows for a dual-entry driveway, providing both an entrance and an exit route. This design prevents the need for vehicles to back down a long driveway, improving convenience and safety for residents and guests.

Additionally, the area in question currently borders a portion of the neighboring lot that remains unmaintained and heavily wooded, creating an eyesore as one approaches the property. This conveyance will allow that section to be landscaped, cleaned up, and maintained as part of the home's overall aesthetic. The result will be a visually cohesive and professionally maintained entry experience that elevates the entire streetscape.

In short, this request ensures:

- A functional and safe driveway approach with proper sightlines.
- The ability to implement a two-way drive for easier ingress and egress.
- An enhanced aesthetic by transforming an unmaintained area into a landscaped property.
- Improved property value and long-term maintenance alignment with the surrounding homes.

This adjustment creates a more logical and visually appealing layout that benefits not just this property but the overall look and function of the neighborhood entrance.

Respectfully,

Aly & Melanie Murad

PARCEL 1 EXISTING DESCRIPTION- DOWELL PROPERTY (Doc. No. A11007756)

All that part of Government Lot 1, Section 34, Township 117 North, Range 24 West of the 5th Principal Meridian, Hennepin County, Minnesota, described as follows: Beginning at a point on the shore of Lake Minnetonka 194.04 feet West at right angles from the East line of said Lot 1 if extended; thence South and parallel to said East line of said Lot 726.67 feet, more or less, to a point on the South line of said Lot 194.04 feet West of the Southeast corner of said Lot; thence West, along the South line of said Lot, 501.21 feet to a point, thence Northerly 576.9 feet along a line which extended to the North line of said Lot 1, if extended, would intersect said North line so extended at a point 284.07 feet East of Government Meander Post No. 27; thence East on a line parallel to the South line of said Lot 1 to the intersection with a line parallel with and 594.20 feet West, measured at right angles, to the East line of said Lot 1 which is the actual point of beginning of the land to be described; thence continuing East, parallel to the South line of said Lot 1, to the intersection with a line parallel with and 394.12 feet West, measured at right angles, to the East line of said Lot 1; thence North parallel with the East line of said Lot 1 to the shore of Lake Minnetonka; thence Northwesterly along said shore to the intersection with a line drawn North from the point of beginning and parallel with the East line of said Lot 1; thence South to the point of beginning.

EXCEPT the East 10 feet thereof.

Also,

That part of Lot 1, Block 1, Halsted Bay Estates, Hennepin County, Minnesota which lies Westerly of a line drawn parallel with and 404.12 feet West of, measured at right angles to, the East line of Government Lot 1, Section 34, Township 117 North, Range 24 West of the 5th Principal Meridian, and its northerly extension.

PROPOSED CONVEYANCE DESCRIPTION- PARCEL 1 (DOWELL) TO PARCEL 2 (MURAD)

That part of Lot 1, Block 1, Halsted Bay Estates, Hennepin County, Minnesota which lies westerly of a line drawn parallel with and 404.12 feet West of, measured at right angles to, the East line of Government Lot 1, Section 34, Township 117 North, Range 24 West of the 5th Principal Meridian, and its northerly extension, and easterly of the following described line:

Beginning at a point on the southwesterly line of said Lot 1, distant 36.00 feet northwesterly from, as measured along said southwesterly line, its intersection with a line parallel with and 404.12 feet West, measured at right angles, to the East line of said Government Lot 1, thence northerly for 75.14 feet to the intersection of said parallel line with the northerly line of said Lot 1, and here terminating.

PARCEL 1 PROPOSED POST CONVEYANCE DESCRIPTION

All that part of Government Lot 1, Section 34, Township 117 North, Range 24 West of the 5th Principal Meridian, Hennepin County, Minnesota, described as follows: Beginning at a point on the shore of Lake Minnetonka 194.04 feet West at right angles from the East line of said Lot 1 if extended; thence South and parallel to said East line of said Lot 726.67 feet, more or less, to a point on the South line of said Lot 194.04 feet West of the Southeast corner of said Lot; thence West, along the South line of said Lot, 501.21 feet to a point, thence Northerly 576.9 feet along a line which extended to the North line of said Lot 1, if extended, would intersect said North line so extended at a point 284.07 feet East of Government Meander Post No. 27; thence East on a line parallel to the South line of said Lot 1 to the intersection with a line parallel with and 594.20 feet West, measured at right angles, to the East line of said Lot 1 which is the actual point of beginning of the land to be described; thence continuing East, parallel to the South line of said Lot 1, to the intersection with a line parallel with and 404.12 feet West, measured at right angles, to the East line of said Lot 1; thence North parallel with the East line of said Lot 1 to the shore of Lake Minnetonka; thence Northwesterly along said shore to the intersection with a line drawn North from the point of beginning and parallel with the East line of said Lot 1; thence South to the point of beginning.

TOGETHER WITH

That part of Lot 1, Block 1, Halsted Bay Estates, Hennepin County, Minnesota lying westerly of the following described line:

Beginning at a point on the southwesterly line of said Lot 1, distant 36.00 feet northwesterly from, as measured along said southwesterly line, its intersection with a line parallel with and 404.12 feet West, measured at right angles, to the East line of said Government Lot 1, thence northerly for 75.14 feet to the intersection of said parallel line with the northerly line of said Lot 1, and here terminating.

SURVEY REPORT

- This map and report was prepared with the benefit of a Commitment for Title Insurance issued by CHB Title, LLC as agent for Old Republic National Title Insurance Company, File No. 64974, dated September 14, 2025. We note the following with regards to Schedule B II Exceptions of the herein referenced Title Commitment:
 - Item no.'s 1-8 and 10-13 are not survey related.
 - The following are numbered per the referenced Title Commitment:
 - Easements for utilities and drainage as shown on the recorded plat.

Easements are located along the southwesterly line of the subject property, and are shown hereon.

PARCEL 2 EXISTING DESCRIPTION- MURAD PROPERTY (Doc. No. A11232068)

That part of Lot 1, Block 1, Halsted Bay Estates, Hennepin County, Minnesota which lies easterly of a line drawn parallel with and 404.12 feet West of, measured at right angles to, the East line of Government Lot 1, Section 34, Township 117 North, Range 24 West of the 5th Principal Meridian, and its northerly extension; and

Also the East 10 feet of the following described property: All that part of Government Lot 1, Section 34, Township 117 North, Range 24 West of the 5th Principal Meridian, Hennepin County, Minnesota described as follows: Beginning at a point on the shore of Lake Minnetonka 194.04 feet West at right angles from the East line of said Lot 1 if extended; thence South and parallel to said East line of said Lot 726.67 feet, more or less, to a point on the South line of said Lot 194.04 feet West of the Southeast corner of said Lot; thence West, along the South line of said Lot, 501.21 feet to a point, thence Northerly 576.9 feet along a line which extended to the North line of said Lot 1, if extended, would intersect said North line so extended at a point 284.07 feet East of Government Meander Post No. 27; thence East on a line parallel to the South line of said Lot 1 to the intersection with a line parallel with and 594.20 feet West, measured at right angles, to the East line of said Lot 1 which is the actual point of beginning of the land to be described; thence continuing East, parallel to the South line of said Lot 1, to the intersection with a line parallel with and 394.12 feet West, measured at right angles, to the East line of said Lot 1; thence North parallel with the East line of said Lot 1 to the shore of Lake Minnetonka; thence Northwesterly along said shore to the intersection with a line drawn North from the point of beginning and parallel with the East line of said Lot 1; thence South to the point of beginning.

PARCEL 2 PROPOSED POST CONVEYANCE DESCRIPTION

That part of Lot 1, Block 1, Halsted Bay Estates, Hennepin County, Minnesota lying easterly of the following described line:

Beginning at a point on the southwesterly line of said Lot 1, distant 36.00 feet northwesterly from, as measured along said southwesterly line, its intersection with a line parallel with and 404.12 feet West, measured at right angles, to the East line of said Government Lot 1, thence northerly for 75.14 feet to the intersection of said parallel line with the northerly line of said Lot 1, and here terminating.

TOGETHER WITH

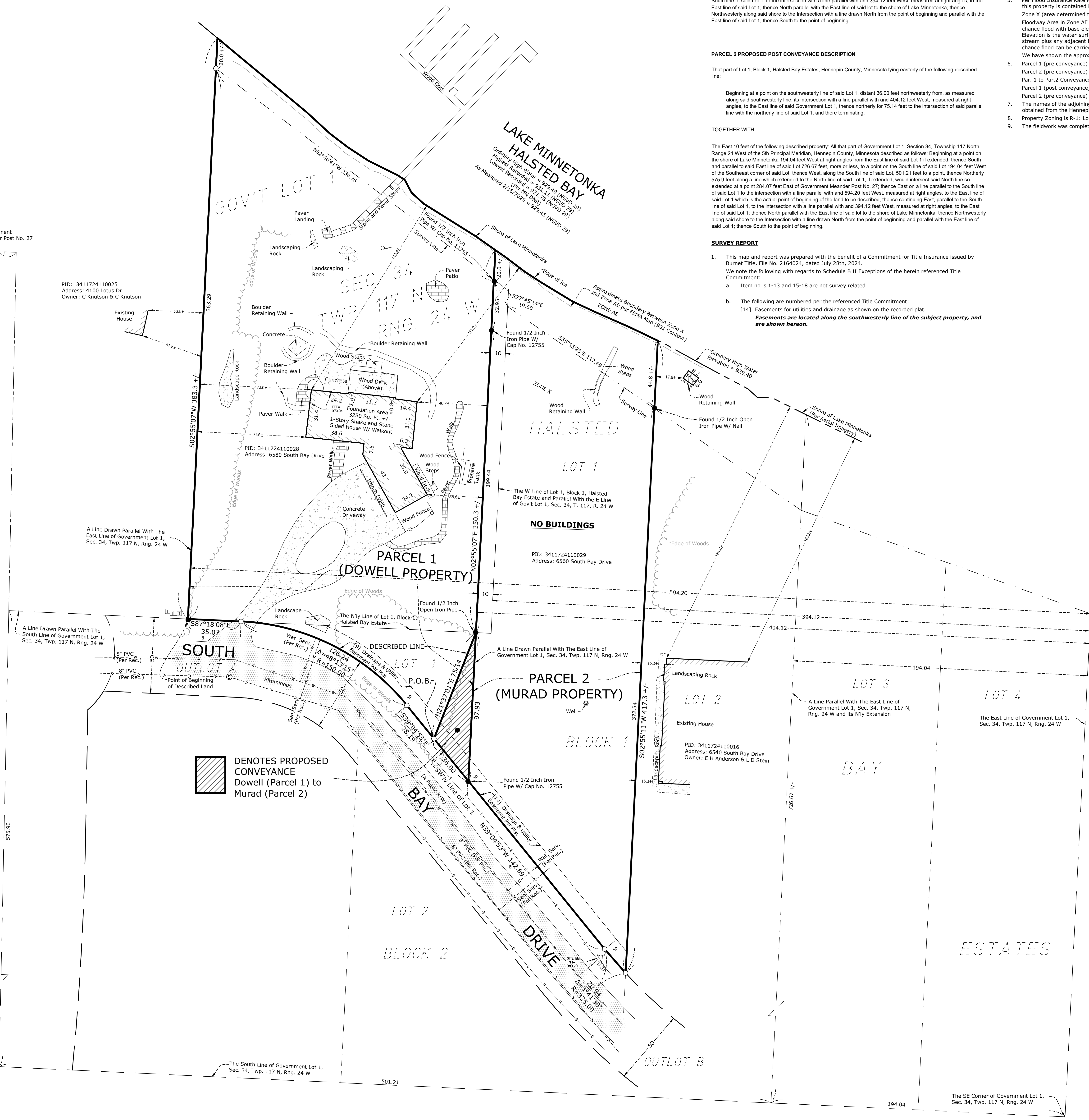
The East 10 feet of the following described property: All that part of Government Lot 1, Section 34, Township 117 North, Range 24 West of the 5th Principal Meridian, Hennepin County, Minnesota described as follows: Beginning at a point on the shore of Lake Minnetonka 194.04 feet West at right angles from the East line of said Lot 1 if extended; thence South and parallel to said East line of said Lot 726.67 feet, more or less, to a point on the South line of said Lot 194.04 feet West of the Southeast corner of said Lot; thence West, along the South line of said Lot, 501.21 feet to a point, thence Northerly 576.9 feet along a line which extended to the North line of said Lot 1, if extended, would intersect said North line so extended at a point 284.07 feet East of Government Meander Post No. 27; thence East on a line parallel to the South line of said Lot 1 to the intersection with a line parallel with and 594.20 feet West, measured at right angles, to the East line of said Lot 1 which is the actual point of beginning of the land to be described; thence continuing East, parallel to the South line of said Lot 1, to the intersection with a line parallel with and 394.12 feet West, measured at right angles, to the East line of said Lot 1; thence North parallel with the East line of said Lot 1 to the shore of Lake Minnetonka; thence Northwesterly along said shore to the intersection with a line drawn North from the point of beginning and parallel with the East line of said Lot 1; thence South to the point of beginning.

SURVEY REPORT

- This map and report was prepared with the benefit of a Commitment for Title Insurance issued by Burnet Title, File No. 2164024, dated July 28th, 2024. We note the following with regards to Schedule B II Exceptions of the herein referenced Title Commitment:
 - Item no.'s 1-13 and 15-18 are not survey related.
 - The following are numbered per the referenced Title Commitment:
 - Easements for utilities and drainage as shown on the recorded plat.

Easements are located along the southwesterly line of the subject property, and are shown hereon.

Linetype & Symbol Legend			
	ELECTRIC LINE		AIR CONDITIONER
	ELECTRIC LINE (RECORD)		UTILITY MANHOLE
	FIBER/COMM. LINE		ELECTRIC MANHOLE
	FIBER/COMM. LINE (RECORD)		ELECTRIC TRANSFORMER
	GASMAIN		ELECTRICAL METER
	GASMAIN (RECORD)		FIBER/COMM. MANHOLE
	OVERHEAD UTILITIES		POWER POLE
	SANITARY SEWER		GUY WIRE
	SANITARY SEWER (RECORD)		GAS METER
	STORM SEWER		GAS MANHOLE
	STORM SEWER (RECORD)		GAS VALVE
	TELEPHONE LINE		ROOF DRAIN
	TELEPHONE LINE (RECORD)		SEWER CLEAN OUT
	WATERMAIN		SANITARY MANHOLE
	WATERMAIN (RECORD)		STORM MANHOLE
	CHAINLINK FENCE LINE		CATCH BASIN
	WOODEN FENCE LINE		FLARED END SECTION
	IRON FENCE LINE		TELEPHONE BOX
	GUARDRAIL		TELEPHONE MANHOLE
	ACCESS RESTRICTION		TRAFFIC SIGNAL
	CONCRETE SURFACE		HYDRANT
	PAVER SURFACE		FIRE CONNECTION
	BITUMINOUS SURFACE		POST INDICATOR VALVE
	GRAVEL/LANDSCAPE SURFACE		WATER MANHOLE
			WATER VALVE
			WELL
			SATELLITE DISH



PROJECT

6560 and 6580 South Bay Drive

Minnetrista, Hennepin County, Minnesota 55331

CLIENT

Aly and Melanie Murad
Kenneth and Kristin Dowell

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

RORY L. SYNSTELLEN
DATE: 10-7-2025, LICENSE NO. 44565

QA/QC

FIELD CREW: MGS
DRAWN BY: DS, TH, DD
REVIEWED BY: CJ
UPDATED BY:

VICINITY MAP

REVISION SUMMARY

DATE	DESCRIPTION

PROJECT NO.: 25056.00

SIMPLE SUBDIVISION

V1.0

© COPYRIGHT 2025 CIVIL SITE GROUP

RESOLUTION NO. 99-25

CITY OF MINNETRISTA

**RESOLUTION APPROVING A SIMPLE SUBDIVISION FOR ALY AND
MELANIE MURAD AND KRISTIN AND KENNETH DOWELL TO
ALLOW FOR A LOT LINE ADJUSTMENT BETWEEN THE
PROPERTIES LOCATED AT 6560 AND 6580 SOUTH BAY DRIVE**

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

WHEREAS, the City has adopted a zoning ordinance and subdivision regulations, which are codified in chapter 5 of the city code, to promote the orderly, economic and safe development and utilization of land within the community; and

WHEREAS, Aly & Melanie Murad are the fee owners of the property located at 6560 South Bay Drive, which is legally described on Exhibit A attached hereto; and

WHEREAS, Kristin & Kenneth Dowell are the fee owners of the property located at 6580 South Bay Drive, which is legally described on Exhibit B attached hereto; and

WHEREAS, Aly & Melanie Murad and Kristin & Kenneth Dowell (collectively the “Applicants”) have requested that the common lot line between the properties be modified so that the two newly configured properties will be as legally described on Exhibit C and D attached hereto; and

WHEREAS, the existing and new parcels are depicted on Exhibit E attached hereto; and

WHEREAS, the City Council considered the Applicants’ request for a simple subdivision for a lot line adjustment at its meeting on November 17, 2025 and adopted the following findings of fact regarding the application:

1. The Applicants have properly applied for a simple subdivision in accordance with city code; and
2. The request does not involve the creation of any additional lots; and
3. The resulting lots conform to the City’s land use regulations.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Minnetrista, Minnesota that the Applicants’ request for a simple subdivision to allow a lot line adjustment of the properties at 6560 & 6580 South Bay Drive is hereby approved, subject to the following:

1. The new legal descriptions of the two parcels are those included on Exhibit C and D attached hereto.

- 2. The approval of this simple subdivision shall expire within one year of the date of this resolution unless recorded within Hennepin County within that period of time; and
- 3. The Applicants shall reimburse the City for all costs and expenses associated with the review of this application.

This resolution was adopted by the City Council of the City of Minnetrista on the 17th day of November, 2025 by a vote of _____ ayes and _____ nays.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk

EXHIBIT A**ORIGINAL LEGAL DESCRIPTION 6560 SOUTH BAY DRIVE:**

That part of Lot 1, Block 1, Halsted Bay Estates, Hennepin County, Minnesota which lies easterly of a line drawn parallel with and 404.12 feet West of, measured at right angles to, the East line of Government Lot 1, Section 34, Township 117 North, Range 24 West of the 5th Principal Meridian, and its northerly extension; and

Also the East 10 feet of the following described property: All that part of Government Lot 1, Section 34, Township 117 North, Range 24 West of the 5th Principal Meridian, Hennepin County, Minnesota described as follows: Beginning at a point on the shore of Lake Minnetonka 194.04 feet West at right angles from the East line of said Lot 1 if extended; thence South and parallel to said East line of said Lot 726.67 feet, more or less, to a point on the South line of said Lot 194.04 feet West of the Southeast corner of said Lot; thence West, along the South line of said Lot, 501.21 feet to a point, thence Northerly 575.9 feet along a line which extended to the North line of said Lot 1, if extended, would intersect said North line so extended at a point 284.07 feet East of Government Meander Post No. 27; thence East on a line parallel to the South line of said Lot 1 to the intersection with a line parallel with and 594.20 feet West, measured at right angles, to the East line of said Lot 1 which is the actual point of beginning of the land to be described; thence continuing East, parallel to the South line of said Lot 1, to the intersection with a line parallel with and 394.12 feet West, measured at right angles, to the East line of said Lot 1; thence North parallel with the East line of said lot to the shore of Lake Minnetonka; thence Northwesterly along said shore to the Intersection with a line drawn North from the point of beginning and parallel with the East line of said Lot 1; thence South to the point of beginning.

EXHIBIT B**ORIGINAL LEGAL DESCRIPTION 6580 SOUTH BAY DRIVE:**

All that part of Government Lot 1, Section 34, Township 117 North, Range 24 West of the 5th Principal Meridian, Hennepin County, Minnesota, described as follows: Beginning at a point on the shore of Lake Minnetonka 194.04 feet West at right angles from the East line of said Lot 1 if extended: thence South and parallel to said East line of said Lot 726.67 feet, more or less, to a point on the South line of said Lot 194.04 feet West of the Southeast corner of said Lot; thence West, along the South line of said Lot, 501.21 feet to a point, thence Northerly 575.9 feet along a line which extended to the North line of said Lot 1, if extended, would intersect said North line so extended at a point 284.07 feet East of Government Meander Post No. 27; thence East on a line parallel to the South line of said Lot 1 to the intersection with a line parallel with and 594.20 feet West, measured at right angles, to the East line of said Lot 1 which is the actual point of beginning of the land to be described; thence continuing East, parallel to the South line of said Lot 1, to the intersection with a line parallel with and 394.12 feet West, measured at right angles, to the East line of said Lot 1; thence North parallel with the East line of said lot to the shore of Lake Minnetonka; thence Northwesterly along said shore to the Intersection with a line drawn North from the point of beginning and parallel with the East line of said Lot 1; thence South to the point of beginning

EXCEPT the East 10 feet thereof.

Also, That part of Lot 1, Block 1, Halsted Bay Estates, Hennepin County, Minnesota which lies Westerly of a line drawn parallel with and 404.12 feet West of, measured at right angles to, the East line of Government Lot 1, Section 34, Township 117 North, Range 24 West of the 5th Principal Meridian, and its northerly ex

EXHIBIT C**PROPOSED LEGAL DESCRIPTION 6560 SOUTH BAY DRIVE AFTER TRANSFER:**

That part of Lot 1, Block 1, Halsted Bay Estates, Hennepin County, Minnesota lying easterly of the following described line:

Beginning at a point on the southwesterly line of said Lot 1, distant 36.00 feet northwesterly from, as measured along said southwesterly line, its intersection with a line parallel with and 404.12 feet West, measured at right angles, to the East line of said Government Lot 1, thence northerly for 75.14 feet to the intersection of said parallel line with the northerly line of said Lot 1, and there terminating.

TOGETHER WITH

The East 10 feet of the following described property: All that part of Government Lot 1, Section 34, Township 117 North, Range 24 West of the 5th Principal Meridian, Hennepin County, Minnesota described as follows: Beginning at a point on the shore of Lake Minnetonka 194.04 feet West at right angles from the East line of said Lot 1 if extended; thence South and parallel to said East line of said Lot 726.67 feet, more or less, to a point on the South line of said Lot 194.04 feet West of the Southeast corner of said Lot; thence West, along the South line of said Lot, 501.21 feet to a point, thence Northerly 575.9 feet along a line which extended to the North line of said Lot 1, if extended, would intersect said North line so extended at a point 284.07 feet East of Government Meander Post No. 27; thence East on a line parallel to the South line of said Lot 1 to the intersection with a line parallel with and 594.20 feet West, measured at right angles, to the East line of said Lot 1 which is the actual point of beginning of the land to be described; thence continuing East, parallel to the South line of said Lot 1, to the intersection with a line parallel with and 394.12 feet West, measured at right angles, to the East line of said Lot 1; thence North parallel with the East line of said lot to the shore of Lake Minnetonka; thence Northwesterly along said shore to the Intersection with a line drawn North from the point of beginning and parallel with the East line of said Lot 1; thence South to the point of beginning.

EXHIBIT D**PROPOSED LEGAL DESCRIPTION 6580 SOUTH BAY DRIVE AFTER TRANSFER:**

All that part of Government Lot 1, Section 34, Township 117 North, Range 24 West of the 5th Principal Meridian, Hennepin County, Minnesota, described as follows: Beginning at a point on the shore of Lake Minnetonka 194.04 feet West at right angles from the East line of said Lot 1 if extended: thence South and parallel to said East line of said Lot 726.67 feet, more or less, to a point on the South line of said Lot 194.04 feet West of the Southeast corner of said Lot; thence West, along the South line of said Lot, 501.21 feet to a point, thence Northerly 575.9 feet along a line which extended to the North line of said Lot 1, if extended, would intersect said North line so extended at a point 284.07 feet East of Government Meander Post No. 27; thence East on a line parallel to the South line of said Lot 1 to the intersection with a line parallel with and 594.20 feet West, measured at right angles, to the East line of said Lot 1 which is the actual point of beginning of the land to be described; thence continuing East, parallel to the South line of said Lot 1, to the intersection with a line parallel with and 404.12 feet West, measured at right angles, to the East line of said Lot 1; thence North parallel with the East line of said lot to the shore of Lake Minnetonka; thence Northwesterly along said shore to the Intersection with a line drawn North from the point of beginning and parallel with the East line of said Lot 1; thence South to the point of beginning.

TOGETHER WITH

That part of Lot 1, Block 1, Halsted Bay Estates, Hennepin County, Minnesota lying westerly of the following described line:

Beginning at a point on the southwesterly line of said Lot 1, distant 36.00 feet northwesterly from, as measured along said southwesterly line, its intersection with said line parallel with and 404.12 feet West, measured at right angles, to the East line of said Government Lot 1, thence northerly for 75.14 feet to the intersection of said parallel line with the northerly line of said Lot 1, and there terminating.

CITY OF MINNETRISTA

CITY COUNCIL AGENDA ITEM



Subject: Approve lift station control panel replacements at Lift Station #4 and Lift Station #6

Prepared By: Gary Peters, Public Works Director

Meeting Date: November 17, 2025

Issue:
The control panels at sanitary sewer lift stations (LS) #4 and #6 are 20+ years old and need replacement.

Background/History:
Every year the Public Works Director and Utility Staff discuss sanitary infrastructure needs for the 20 lift stations, the 2 flow stations, and the 46.6 miles of sanitary piping that the City owns and maintains. Discussion items include control panel replacements, wetwell pump/pipe/check valve replacement/upgrades, generator installations, and I&I issue repair plans. For the last four years, public works staff have been pushing the need for upgrading lift station control panels. These panels are the heart of the lift station. They monitor lift station operation, start/stop pumps, and monitor for issues and send out alarms as needed. As these panels age, servicing them becomes difficult. Parts are harder to find or obsolete, space in the panels are limited for new/upgrade components, and some older panels do not support new components or programming.

In 2021, control panel replacement was added to the Sewer Department 602 Operating CIP, along with wetwell pump/piping/check valve replacement and stationary generator installation. The current 2026 Sewer CIP is attached. Please remember that this is only a planning document, and changes will be made to it as we move forward. Panels at LS #1, LS #3, LS #8, and LS #9 have all been upgraded. LS #3’s panel was replaced when the 1973 built lift station was completely replaced with the Minneapolis Ave reconstruction project. LS #9’s panel, wetwell pumps/piping/check valves and force main were replaced as part of the MET Council’s Cty Rd 44 force main project. LS #1 and LS #8’s panels were upgraded in 2023. Panel replacements have been pushed from year to year due to component shortage/supply, but supply chains have improved. The panel for LS #13 was on the 2024 CIP, approved for building and installation in May of 2024, and was just delivered and installed on October 30.

Overview:
The control panels that are listed on the 2025 CIP for replacement are at LS #4 (4020 Kings Point Rd) and LS #6 (4225 Trillium Ln E). The present panel at LS #4 was installed in 1993 with a stationary generator installed in 2023. This lift station receives sewage from all residents on Kings Point Rd and the west half of Woodland Cove. 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.

present panel at LS #6 was installed in 1996 with a stationary generator installed in 2024. The current panel does allow for an automatic transfer switch to be installed, so the generator must be connected and run manually. The new panel will allow for this. LS #6 on receives sewage from all residents in the Trillium Bay neighborhood and the east half of Woodland Cove. Both these stations are high volume pump stations, with an average yearly flow of approximately 15 million gallons for LS #4 and 17 million gallons for LS #6. At this moment, the panel at LS #4 has temporary parts installed in it to keep it operational. This is due to the needed parts being obsolete. Once the new panel is installed, these new parts will be transferred to the new panel.

On April 7, 2025, the City Council approved AE2S’ SCADA Task Order No. 2 for the design, bidding, construction admin and I&C programming for these lift stations. AE2S completed lift station panel design plan sets and sent them to three contractors for pricing. Only two contractors submitted bids, Killmer Electric Company and Prairie Electric Company. Laketown Electric Corporation was the no bidder.

Fiscal Impact:

The results of the bids are as follows:

Contractor	LS #4 Panel Cost	LS #6 Panel Cost	Total for both Panels
Prairie Electric Company	\$120,000.00	\$122,000.00	\$242,000.00
Killmer Electric Company	\$110,218.00	\$108,758.00	\$218,976.00

Both bidders are knowledgeable in the production and installation of sanitary lift station control panels, and both have done work for the City in the past. Killmer Electric Company with the low bid of \$218,976.00 is recommended.

These panels were slated for build/install for 2025 but must be moved to spring of 2026 due to control panel design/redesign taking longer than usual due to the addition of the automatic transfer switches for the generators. This is reflected in the update 2026 Sanitary Sewer CIP (attached).

SCADA Task Order No. 2 was approved at a cost not to exceed \$70,580.00. This amount, along with low bid cost puts the project at total cost of \$291,556.00 or \$145,778.00 per control panel. There is a total of \$300,000.00 estimated for this project in the current Sewer Department 602 Operating CIP. This estimate included the cost of design, bidding, project administration, panel production, and installation.

Recommended City Council Action:

Motion to approve Res No.101-25 awarding the production and installation of sanitary lift station control panels at LS #4 and LS #6 to Killmer Electric Company at a cost not to exceed \$218,976.00.

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.

City of Minnetrista, MN
CIP - Operating Department 602 Sewer

Project/Equipment	2025 BUDGET			2025 ACTUAL			2026 BUDGET		
Replace Sewer Dept Service Truck (Truck #1)	\$180,000								
Replace 2005 Tandem Axle Dump Truck (Truck #12) (1/3 each - Street / Sewer / Water CIP)									
Computer & Server Upgrades (w/new WTP)									
Replace 2016 CAT Tractor Backhoe (1/3 each - Storm water / Sewer / Water CIP)									
Mini Excavator - New Equipment (1/4 each - Street / Storm water / Sewer / Water CIP)									
IPad & software for locates and SCADA system									
Replace 2000 Katolight 50 KW Generator (Evaluated yearly for replacement)									
I & I repair (MH lining & CIPP projects 602-43251-580)	\$60,000			\$13,090 I&I repair for MHs on Island by LS #2			\$60,000		
I & I repair w/street projects (MH recons/rebuilds)	Pine Circle (2 MHs) \$10,000			Pine Circle (2 MHs) \$600			\$75,000		
Emergency lift station repairs	\$50,000			\$0			\$50,000		
Emergency lift station pump replacement	\$50,000			\$0			\$50,000		
Equipment for water & sewer main break trailer (2020)									
Planned lift station replacements									
Planned sewer force main replacements/improvements									
Cartegraph OMS Asset Mgmt License Renewal (1/4 ea: Street/Sewer/Water/Storm water)	\$2,300			\$2,300			\$2,400		
SCADA computer/software/component upgrades									
Planned LS pumps & wet well piping/check valve replacement	LS #5 ('99) \$75,000			LS #5 \$19,107			LS #2 ('07) \$75,000		
Planned LS control panel upgrades	LS #13 ('02) \$100,000			LS #13 \$115,000			LS #2 \$130,000	LS #4 ('93) \$150,000	LS #6 ('94) \$150,000
Planned Generator installation (for emergency power outages)	LS #2 \$50,000			LS #2 \$50,000					
Safety excavation trench box (1/2 each Sewer & Water) 2022									
Yearly Total	\$577,300			\$200,097			\$742,400		
Lift Station Upgrades Only Total	\$225,000			\$184,107			\$505,000		
	Notes From Above			Notes From Above			Notes From Above		
	Moved from 2024 (Automatic Systems)						Moved from 2025 (AE2S)		

BID FORM**LIFT STATION 4 PANEL REPLACEMENT**CONTRACTOR'S NAME: Killmer Electric Company, Inc.

PROJECT IDENTIFICATION: Lift Station 4 Panel Replacement
 Minnetrista, Minnesota
 City Project No. 04-25

THIS BID IS SUBMITTED TO: Gary Peters
 City of Minnetrista
 7701 County Road 110W
 Minnetrista, MN 55364

BASE BID LUMP SUM PRICE BID				
Item No.	Item Description	Unit of Measure	Unit Price	Lump Sum Bid Price
1	Minnetrista Lift Station 4 Panel Replacement complying with the Drawings and Specifications	LUMP SUM	N/A	\$110,218.00

CONTROL SYSTEM MANUFACTURER: PrimexESTIMATED CONSTRUCTION START DATE: July 1, 2026ESTIMATED CONSTRUCTION END DATE: August 1, 2026

BIDDER acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

DATE SUBMITTED: October 29th, 2025

If BIDDER is:

An Individual

By _____
(Individual's Name)

Doing Business As _____

Business Address _____

Phone & FAX: _____

A Partnership

By _____
(Firm Name)

(General Partner's Name & Signature)

Business Address _____

Phone & FAX: _____

A Corporation

Killmer Electric Company, Inc
(Corporation Name)

Minnesota
(State of Incorporation)

By Vice-President, Scott Palmer 
(Title, Name & Signature of Person Authorized to Sign)

(Corporate Seal)

Attest Chris Resner 
(Secretary)

Business Address 5141 Lakeland Ave N, Crystal, MN 55429

Phone & FAX: 763-425-2525 & 763-424-1258

END OF SECTION

BID FORM

LIFT STATION 4 PANEL REPLACEMENT

CONTRACTOR'S NAME: Prairie Electric

PROJECT IDENTIFICATION: Lift Station 4 Panel Replacement
Minnetrista, Minnesota
City Project No. 04-25

THIS BID IS SUBMITTED TO: Gary Peters
City of Minnetrista
7701 County Road 110W
Minnetrista, MN 55364

BASE BID LUMP SUM PRICE BID				
Item No.	Item Description	Unit of Measure	Unit Price	Lump Sum Bid Price
1	Minnetrista Lift Station 4 Panel Replacement complying with the Drawings and Specifications	LUMP SUM	N/A	\$129,000.00

CONTROL SYSTEM MANUFACTURER: Integrated Process Solutions, Inc.

ESTIMATED CONSTRUCTION START DATE: 24 weeks after signed contract

ESTIMATED CONSTRUCTION END DATE: 28 weeks after signed contract

BIDDER acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

DATE SUBMITTED: 10/29/25

If BIDDER is:

An Individual

By _____
(Individual's Name)

Doing Business As _____

Business Address _____

Phone & FAX: _____

A Partnership

By _____
(Firm Name)

(General Partner's Name & Signature)

Business Address _____

Phone & FAX: _____

A Corporation

Prairie Electric Co., Inc.
(Corporation Name)

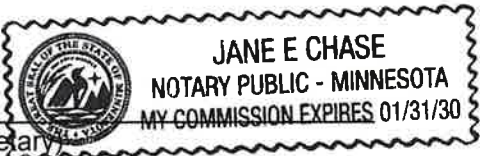
Minnesota
(State of Incorporation)

By President, Scott Oswald, [Signature]
(Title, Name & Signature of Person Authorized to Sign)

(Corporate Seal)

Attest Jane E. Chase

(Secretary)



Business Address 6595 Edenvale Blvd. #120 Eden Prairie, MN 55346
Phone & FAX: (952) 949-0074, (952) 949-0174

END OF SECTION

BID FORM**LIFT STATION 6 PANEL REPLACEMENT**CONTRACTOR'S NAME: Killmer Electric Company, Inc.

PROJECT IDENTIFICATION: Lift Station 6 Panel Replacement
 Minnetrista, Minnesota
 City Project No. 05-25

THIS BID IS SUBMITTED TO: Gary Peters
 City of Minnetrista
 7701 County Road 110W
 Minnetrista, MN 55364

BASE BID LUMP SUM PRICE BID				
Item No.	Item Description	Unit of Measure	Unit Price	Lump Sum Bid Price
1	Minnetrista Lift Station 6 Panel Replacement complying with the Drawings and Specifications	LUMP SUM	N/A	\$108,758.00

CONTROL SYSTEM MANUFACTURER: PrimexESTIMATED CONSTRUCTION START DATE: July 1 2026ESTIMATED CONSTRUCTION END DATE: August 1, 2026

BIDDER acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

DATE SUBMITTED: October 28, 2025

If BIDDER is:

An Individual

By _____
(Individual's Name)

Doing Business As _____

Business Address _____

Phone & FAX: _____

A Partnership

By _____
(Firm Name)

(General Partner's Name & Signature)

Business Address _____

Phone & FAX: _____

A Corporation

Killmer Electric Company, Inc.
(Corporation Name)

Minnesota
(State of Incorporation)

By Vice-President, Scott Palmer 
(Title, Name & Signature of Person Authorized to Sign)

(Corporate Seal)

Attest Chris Resner 
(Secretary)

Business Address 5141 Lakeland Ave N, Crystal, MN 55429

Phone & FAX: 763-425-2525 & 763-424-1258

END OF SECTION

BID FORM

LIFT STATION 6 PANEL REPLACEMENT

CONTRACTOR'S NAME: Prairie Electric

PROJECT IDENTIFICATION: Lift Station 6 Panel Replacement
Minnetrista, Minnesota
City Project No. 05-25

THIS BID IS SUBMITTED TO: Gary Peters
City of Minnetrista
7701 County Road 110W
Minnetrista, MN 55364

BASE BID LUMP SUM PRICE BID				
Item No.	Item Description	Unit of Measure	Unit Price	Lump Sum Bid Price
1	Minnetrista Lift Station 6 Panel Replacement complying with the Drawings and Specifications	LUMP SUM	N/A	\$122,000.00

CONTROL SYSTEM MANUFACTURER: Integrated Process Solutions, Inc.

ESTIMATED CONSTRUCTION START DATE: 24 weeks after signed contract

ESTIMATED CONSTRUCTION END DATE: 28 weeks after signed contract

BIDDER acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

DATE SUBMITTED: 10/29/25

If BIDDER is:

An Individual

By _____
(Individual's Name)

Doing Business As _____

Business Address _____

Phone & FAX: _____

A Partnership

By _____
(Firm Name)

(General Partner's Name & Signature)

Business Address _____

Phone & FAX: _____

A Corporation

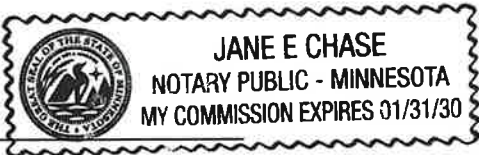
Prairie Electric Co., Inc.
(Corporation Name)

Minnesota
(State of Incorporation)

By President, Scott Oswald, Scott Oswald
(Title, Name & Signature of Person Authorized to Sign)

(Corporate Seal)

Attest Jane E. Chase
(Secretary)



Business Address 6595 Edenvale Blvd. #120, Eden Prairie, MN 55346
Phone & FAX: (952) 949-0074, (952) 949-0174

END OF SECTION

RESOLUTION NO. 100-25

**RESOLUTION AWARDING THE PRODUCTION AND INSTALLATION OF
SANITARY LIFT STATION CONTROL PANELS AT LS #4 AND LS #6 TO
KILLMER ELECTRIC COMPANY**

WHEREAS, the City of Minnetrista has a need to approve Killmer Electric Company of Minneapolis, MN for the production and installation services of lift station control panels at LS #4 and LS #6 at a cost not to exceed \$218,976.00; and

WHEREAS, the City received the lowest quoted price from Killmer Electric Company for the production and installation services of lift station control panels at LS #4 and LS #6 from amongst the three vendors solicited, a summary attached hereto.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, the approval of Killmer Electric Company of Minneapolis, MN, for the production and installation services of lift station control panels at LS #4 and LS #6.

This resolution was adopted by the City Council of the City of Minnetrista on the 17th day of November 2025, by a vote of _____ Ayes and _____ Nays.

Mayor Lisa Whalen

ATTEST:

Ann Meyerhoff
City Clerk

CITY OF MINNETRISTA

CITY COUNCIL AGENDA ITEM



Subject: Approve AE2S’ SCADA Task Order No. 01-26 for consulting services for control panel replacement at sewer Lift Station #2

Prepared By: Gary Peters, Public Works Director

Meeting Date: November 17, 2025

Issue:
The control panel at City owned sanitary sewer Lift Station #2 (LS #2) is over 20+ years old and needs replacement.

Background/History:
Every year the Public Works Director and Utility Staff discuss sanitary infrastructure needs for the 20 lift stations, the 2 flow stations, and the 46.6 miles of sanitary piping that the City owns and maintains. Discussion items include control panel replacements, wetwell pump/pipe/check valve replacement/upgrades, generator installations, and I&I issue repair plans. For the last four years, public works staff have been pushing the need for upgrading lift station control panels. These panels are the heart of the lift station. They monitor lift station operation, start/stop pumps, and monitor for issues and send out alarms as needed. As these panels age, servicing them becomes difficult. Parts are harder to find or obsolete, space in the panels are limited for new/upgrade components, and some older panels do not support new components or programming.

Overview:
The control panel that is listed on the 2026 CIP for replacement is LS #2 (920 Cty Rd 110 N). This panel was installed in 2002 with a stationary generator installed just this year (2025). This lift station receives sewage from all neighborhoods off County roads 151 and 19. This includes Maple Crest, Jennings Cove, Bayside, Red Oak, Nicolas Way and Minneapolis Ave. This is the City’s highest volume pumping station with an average flow of approximately 25 million gallons per year. At this moment, the panel at LS #2 has been retro-fitted with temporary VFD starting motors to keep it operational. This is due to the needed parts being obsolete. These parts will be transferred to the new panel after installation.

Public Works asked AE2S to supply a SCADA Task Order for the design, bidding, construction admin and I&C programming for this new lift station panel. SCADA Task Order No. 01-26 is attached for complete details that will be covered. AE2S will prepare a complete lift station panel design plan set that will match the ones recently installed at other lift stations. This way, all City infrastructure will be the identical and maintenance will be straightforward. AE2S will then send out the plan set to vendors for the bidding of the production and installation. Once those bids are received, AE2S representatives and the Public Works Director the low-priced vendor and bring forth a recommendation

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.

to the council for approval. The estimated delivery and installation time would be mid-summer of 2026.

Fiscal Impact:

SCADA Task Order No. 01-26 is at a cost not to exceed \$30,330.00. There is currently an estimated \$130,00.00 for this project in the 2026 Sewer Department 602 Operating CIP. This estimate includes the task order cost and control panel build/installation costs.

Recommended City Council Action:

Motion to approve AE2S' SCADA Task Order No. 01-26 for the design, bidding, construction admin and I&C programming services for replacing the sanitary lift station control panel at LS #2 at a cost not to exceed \$30,330.00.

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. 5 (SCADA Task Order 01-26)

In accordance with the Task Order Letter Agreement Between CLIENT and AE2S for Professional Instrumentation and Control (I&C) Services – Task Order Edition, dated September 4, 2024 ("Agreement"), CLIENT and AE2S agree as follows:

1. Background Data

- a. Effective Date of Task Order: October 31, 2025
- b. CLIENT: City of Minnetrista
- c. AE2S: Advanced Engineering and Environmental Services, LLC (AE2S)
- d. Specific Project (title): LS 2 Control Panel Replacement
- e. Specific Project (description): Provide Professional Consulting Services to the City of Minnetrista for the Design, Quoting, and Construction Administration Phases, as well as I&C Programming Services for Lift Station 2 Control Panel Replacement. The project generally includes replacing one duplex pumping station control panel at Lift Station 2.

2. Services of AE2S

- A. The specific services to be provided or furnished by AE2S under this Task Order are as follows:
 - 1. Design Phase Services
 - a. Coordinate and conduct a project team kickoff meeting attended by City representatives and engineer.
 - b. Review and gain an understanding of existing infrastructure.
 - c. Coordination with CLIENT and electric utility on service voltage change.
 - d. Perform preliminary engineering calculations to size associated electrical system(s)
 - e. 50 % Design Completion Milestone:
 - 1) Prepare a Preliminary set of drawings. Drawings will be sufficiently detailed to understand the project but will lack details required for construction.
 - 2) Prepare a preliminary list of specification sections that cover the project. The specification format will meet the approval of the CLIENT and will include City-furnished standard general conditions and contract forms (if desired).
 - 3) Prepare preliminary opinion of probable construction cost.

- 4) Submit to CLIENT a copy of Preliminary Design documents for CLIENT review.
 - f. Review meeting of 50% Design documents with CLIENT, make changes and updates as required.
 - g. Final (100%) Design Completion Milestone:
 - 1) Prepare final set of drawings, specifications, and opinion of probable construction cost.
 - 2) Submit to CLIENT a copy of Final Design documents in electronic format (PDF) for CLIENT review and quoting.
2. Quoting Phase Services
- a. Prepare a quote package for lift station control panel replacement.
 - b. Solicit quotes from contractors and respond to questions.
 - c. Provide quoting support services, including communications with CLIENT representatives, bidders, suppliers, and others as necessary.
 - d. Provide addendums and clarifications to the quote documents, if required.
 - e. Facilitate the tabulation of quotes.
 - f. Supply a letter of recommendation to the CLIENT for the recommendation of a contractor to complete the work (if desired).
3. Construction Administration Services
- a. Organize and conduct pre-construction meeting with CLIENT and Contractor
 - b. Project management, support and communications with CLIENT, Contractor, and all other project team members.
 - c. Review, recommend action, and process of contractor pay requests.
 - d. Attend site during panel startup to provide oversight and installation clarifications (6 hrs.).
 - e. Review of Contractor's record documents and Operation and Maintenance (O&M) manual information.
 - f. Site visit to lift station upon new control panel installation to create punch list for any items that need completion by the Contractor prior to final completion of the project.
4. Programming and SCADA Integration Services
- a. Professional programming services of the Programmable Logic Controllers (PLCs), Operator Interface Terminals (OITs), radio communications equipment, and SCADA software related to Lift Station 2, including:

- 1) Programming one (1) Lift Station PLC for level-based duplex pump operation and monitoring.
- 2) Programming one (1) Lift Station OIT for level-based duplex pump operation and monitoring.
- 3) Modifying the telemetry master PLC at Kingspoint Tower for the one (1) new lift station PLC.
- 4) Programming existing SCADA application for monitoring and alarming of the one (1) lift station.
- 5) Update SCADA reporting for any new program tagging.
- 6) Configuring existing telemetry radios at the one (1) lift station.
- 7) Review field Input/Output (I/O) scheme for proper operation, provide I/O checkout and verify proper operation and control of system components outlined above, at one (1) lift station.
- 8) Commission, test, and demonstrate proper operation and control of system components, at one (1) lift station.
- 9) SCADA system and site/process operational training, for one (1) lift station.

NOTE – This agreement does not include supply of any equipment. CLIENT to provide all equipment for project.

AE2S shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall AE2S have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. AE2S neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between City and such contractor. AE2S shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except AE2S's own employees) at a project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by AE2S.

3. Task Order Schedule

A. The parties shall meet the following schedule:

<u>Phase</u>	<u>Estimated Completion Date</u>
Design Phase	February 6, 2026
Quoting Phase	March 6, 2026
Construction Administration	September 25, 2026
Programming and SCADA Integration	September 25, 2026

4. Payments to AE2S

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

Description of Service	Amount	Basis of Compensation
Design Phase	\$ 5,980	Hourly
Quoting Phase	\$ 2,240	Hourly
Construction Administration	\$ 6,310	Hourly
Programming and SCADA Integration	\$ 15,800	Hourly
TOTAL COMPENSATION	\$ 30,330	

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.

5. Other Modifications to Agreement and Exhibits: None

6. Attachments:

- 2025 Hourly Fee and Expense Schedule

7. Other Documents Incorporated by Reference: None

Execution of this Task Order by CLIENT and AE2S shall make it subject to the terms and conditions of the Agreement, which Agreement is incorporated by this reference. AE2S is authorized to begin performance upon its receipt of a copy of this Task Order signed by CLIENT.

The Effective Date of this Task Order is October 31, 2025.

CLIENT:	AE2S:
By: _____	By:  _____
Print Name: _____	Print Name: <u>Justin Klabo</u>
Title: _____	Title: <u>Operations Manager</u>
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: _____	Name: <u>Anthony Pittman</u>
Title: _____	Title: <u>Lead I&C Specialist</u>
Address: _____	Address: <u>6901 E Fish Lake Rd, Suite 184</u> <u>Maple Grove, MN 55369</u>
E-Mail Address: _____	E-Mail Address: <u>Anthony.Pittman@AE2S.com</u>
Phone: _____	Phone: <u>763-463-5036</u>

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

2025 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	\$70.00	IT 1	\$140.00
Administrative 2	\$85.00	IT 2	\$189.00
Administrative 3	\$99.00	IT 3	\$232.00
Communications Specialist 1	\$113.00	Land Surveyor Assistant	\$103.00
Communications Specialist 2	\$132.00	Land Surveyor 1	\$124.00
Communications Specialist 3	\$152.00	Land Surveyor 2	\$150.00
Communications Specialist 4	\$183.00	Land Surveyor 3	\$169.00
Communications Specialist 5	\$202.00	Land Surveyor 4	\$186.00
		Land Surveyor 5	\$205.00
Construction Services 1	\$135.00	Operations Specialist 1	\$108.00
Construction Services 2	\$165.00	Operations Specialist 2	\$135.00
Construction Services 3	\$183.00	Operations Specialist 3	\$167.00
Construction Services 4	\$203.00	Operations Specialist 4	\$191.00
Construction Services 5	\$224.00	Operations Specialist 5	\$214.00
Engineering Assistant 1	\$91.00	Project Coordinator 1	\$125.00
Engineering Assistant 2	\$107.00	Project Coordinator 2	\$140.00
Engineering Assistant 3	\$135.00	Project Coordinator 3	\$156.00
Engineer 1	\$146.00	Project Coordinator 4	\$172.00
Engineer 2	\$175.00	Project Coordinator 5	\$194.00
Engineer 3	\$205.00	Project Manager 1	\$221.00
Engineer 4	\$237.00	Project Manager 2	\$242.00
Engineer 5	\$254.00	Project Manager 3	\$259.00
Engineer 6	\$269.00	Project Manager 4	\$274.00
Engineering Technician 1	\$90.00	Project Manager 5	\$293.00
Engineering Technician 2	\$113.00	Project Manager 6	\$307.00
Engineering Technician 3	\$136.00	Sr. Designer 1	\$192.00
Engineering Technician 4	\$152.00	Sr. Designer 2	\$213.00
Engineering Technician 5	\$174.00	Sr. Designer 3	\$229.00
Financial Analyst 1	\$121.00	Sr. Financial Analyst 1	\$227.00
Financial Analyst 2	\$137.00	Sr. Financial Analyst 2	\$248.00
Financial Analyst 3	\$165.00	Sr. Financial Analyst 3	\$269.00
Financial Analyst 4	\$180.00		
Financial Analyst 5	\$201.00		
GIS Specialist 1	\$113.00	Technical Expert 1	\$348.00
GIS Specialist 2	\$137.00	Technical Expert 2	Negotiable
GIS Specialist 3	\$162.00		
GIS Specialist 4	\$181.00		
GIS Specialist 5	\$202.00		
I&C Assistant 1	\$108.00		
I&C Assistant 2	\$134.00		
I&C 1	\$160.00		
I&C 2	\$189.00		
I&C 3	\$213.00		
I&C 4	\$226.00		
I&C 5	\$237.00		

Reimbursable Expense Rates

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
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	\$291.00/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.

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM

Subject: Approve AE2S SCADA Task Order No. 02-26 for communications upgrade at Flow Station #14

Prepared By: Gary Peters, Public Works Director

Meeting Date: November 17, 2025

Issue:

Flow Station #14 (FS #14), located at 9207 Glacier Rd, is experiencing SCADA communication and data transmission issues.

Background/History:

FS #14 currently uses a radio communication system for transmitting station operation data to the City SCADA system. This radio system is used by all the City owned lift stations, wells, water towers, and treatment plants. The radio system requires a clear line of sight to transmit station data, and currently FS #14 has large trees blocking the antenna and causing data transmission errors and communication fail alarms.

Overview:

The Public Works Director asked AE2S SCADA personnel to look at installing communication equipment at the new Southwest Tower (SW Tower) to help improve the sanitary sewer communication. The SW Tower currently can send water information data to the SCADA system, but not sanitary sewer information, as these are two different radio systems. AE2S personnel visited both FS #14 and SW Tower sites to evaluate this issue. Public Works was informed that adding a sanitary sewer SCADA radio system at the SW Tower is possible, and the cost could range from \$10-\$15,000.00.

It was then mentioned that a cellular option at FS #14 might be a better solution. This would replace the current radio transmitter in FS #14 with a cellular router at a fraction of the cost. Staff liked this option and asked AE2S to supply a task order for this. That task order, SCADA Task Order 02-26, is attached for your review. The City will have to order a SIM card and sign up for a data plan from our current provider, AT&T. AE2S will furnish and install all the required equipment to make this functional, at a total cost not to exceed \$3,030.00.

Fiscal Impact:

The \$3,030.00 cellular upgrade for FS #14 would be paid out of the Sanitary Sewer 602 Maintenance Fund.

Recommended City Council Action:

Motion to approve AE2S SCADA Task Order No. 02-26 for cellular communication upgrade at Flow Station #14 at a cost not to exceed \$3,030.00.

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.

AE2S Project No.: P05355-2024-010

Task Order No. 6 (SCADA Task Order 02-26)

In accordance with the Task Order Letter Agreement Between CLIENT and AE2S for Professional Instrumentation and Control (I&C) Services – Task Order Edition, dated September 4, 2024 ("Agreement"), CLIENT and AE2S agree as follows:

1. Background Data

- a. Effective Date of Task Order: November 3, 2025
- b. CLIENT: City of Minnetrista
- c. AE2S: Advanced Engineering and Environmental Services, LLC (AE2S)
- d. Specific Project (title): Flow Station 14 Cellular Communications Upgrade
- e. Specific Project (description): Provide Professional Services to the City of Minnetrista for the removing the radio communications from Flow Station 14 and upgrading the communications to cellular. The project will generally migrate the SCADA communications for this site to cellular communications.

2. Services of AE2S

A. The specific services to be provided or furnished by AE2S under this Task Order are as follows:

- 1. Flow Station 14 Cellular Communications Upgrade
 - a. Cellular router procurement
 - 1) AE2S will provide Qty (1) Cradlepoint S700 Series S750-C4D router with DIN Rail mounting bracket
 - 2) CLIENT will provide SIM card and data plan
 - b. Cellular antenna, cabling, surge protection procurement
 - 1) AE2S will provide Qty (1) each of: SureCall SC 588W antenna with flange adapter mounting bracket, 50 feet of LMR-400 coax cable with N-Male connectors, Polyphaser TSX-NFF coax protection, 3 foot N-Male to SMA-Male jumper coax
 - c. Removal of existing radio antenna, cabling, and radio from existing control panel (with support of CLIENT staff and lift)
 - d. Removal of existing radio antenna, cabling, and radio from existing control panel (with support of CLIENT staff and lift)
 - e. Configuration of new cellular router, and configuration of existing firewall for routing of cellular data to SCADA
 - f. Updating existing Telemetry Master PLC for cellular communications to Flow Station 14

3. Task Order Schedule

A. The parties shall meet the following schedule:

<u>Phase</u>	<u>Estimated Completion Date</u>
Flow Sation 14 Cellular Communications Upgrade	30 days after approval to proceed

4. Payments to AE2S

A. CLIENT shall pay AE2S for services rendered under this Task Order as follows:

Description	Labor	Fee
Removal of existing radio antenna, cabling, and radio	2	\$ 378.00
Installation of new cellular antenna, cabling, and cellular router	2	\$ 378.00
Configuration of new cellular router and existing firewall	3	\$ 696.00
Updating existing telemetry master PLC for cellular messaging	2	\$ 378.00
Cellular router (owner to provide SIM card and data plan)		\$ 670.00
Antenna, cabling, and surge protection		\$ 530.00
TOTALS	9	\$ 3,030.00

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 AE2S's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. AE2S may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered. AE2S shall not exceed the total lump sum compensation amount unless approved in writing by the CLIENT.

5. Other Modifications to Agreement and Exhibits: None

6. Attachments:

- 2025 Hourly Fee and Expense Schedule

7. Other Documents Incorporated by Reference: None

Execution of this Task Order by CLIENT and AE2S shall make it subject to the terms and conditions of the Agreement, which Agreement is incorporated by this reference. AE2S is authorized to begin performance upon its receipt of a copy of this Task Order signed by CLIENT.

The Effective Date of this Task Order is November 3, 2025.

CLIENT:

AE2S:

By:

By:



Print Name: Lisa Whalen

Print Name: Justin Klabo

Title: Mayor

Title: Operations Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Gary Peters

Name: Anthony Pittman

Title: Public Works Director

Title: Lead I&C Specialist

Address: 7701 County Rd 110 W
Minnetrista, MN 55364

Address: 6901 E Fish Lake Rd, Suite 184
Maple Grove, MN 55369

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

E-Mail Address: Anthony.Pittman@AE2S.com

Phone: 952-241-2532

Phone: 763-463-5036

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

2025 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	\$70.00	IT 1	\$140.00
Administrative 2	\$85.00	IT 2	\$189.00
Administrative 3	\$99.00	IT 3	\$232.00
Communications Specialist 1	\$113.00	Land Surveyor Assistant	\$103.00
Communications Specialist 2	\$132.00	Land Surveyor 1	\$124.00
Communications Specialist 3	\$152.00	Land Surveyor 2	\$150.00
Communications Specialist 4	\$183.00	Land Surveyor 3	\$169.00
Communications Specialist 5	\$202.00	Land Surveyor 4	\$186.00
		Land Surveyor 5	\$205.00
Construction Services 1	\$135.00	Operations Specialist 1	\$108.00
Construction Services 2	\$165.00	Operations Specialist 2	\$135.00
Construction Services 3	\$183.00	Operations Specialist 3	\$167.00
Construction Services 4	\$203.00	Operations Specialist 4	\$191.00
Construction Services 5	\$224.00	Operations Specialist 5	\$214.00
Engineering Assistant 1	\$91.00	Project Coordinator 1	\$125.00
Engineering Assistant 2	\$107.00	Project Coordinator 2	\$140.00
Engineering Assistant 3	\$135.00	Project Coordinator 3	\$156.00
Engineer 1	\$146.00	Project Coordinator 4	\$172.00
Engineer 2	\$175.00	Project Coordinator 5	\$194.00
Engineer 3	\$205.00	Project Manager 1	\$221.00
Engineer 4	\$237.00	Project Manager 2	\$242.00
Engineer 5	\$254.00	Project Manager 3	\$259.00
Engineer 6	\$269.00	Project Manager 4	\$274.00
Engineering Technician 1	\$90.00	Project Manager 5	\$293.00
Engineering Technician 2	\$113.00	Project Manager 6	\$307.00
Engineering Technician 3	\$136.00	Sr. Designer 1	\$192.00
Engineering Technician 4	\$152.00	Sr. Designer 2	\$213.00
Engineering Technician 5	\$174.00	Sr. Designer 3	\$229.00
Financial Analyst 1	\$121.00	Sr. Financial Analyst 1	\$227.00
Financial Analyst 2	\$137.00	Sr. Financial Analyst 2	\$248.00
Financial Analyst 3	\$165.00	Sr. Financial Analyst 3	\$269.00
Financial Analyst 4	\$180.00	Technical Expert 1	\$348.00
Financial Analyst 5	\$201.00	Technical Expert 2	Negotiable
GIS Specialist 1	\$113.00		
GIS Specialist 2	\$137.00		
GIS Specialist 3	\$162.00		
GIS Specialist 4	\$181.00		
GIS Specialist 5	\$202.00		
I&C Assistant 1	\$108.00		
I&C Assistant 2	\$134.00		
I&C 1	\$160.00		
I&C 2	\$189.00		
I&C 3	\$213.00		
I&C 4	\$226.00		
I&C 5	\$237.00		

Reimbursable Expense Rates

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
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	\$291.00/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.



CITY OF MINNETRISTA

REQUEST FOR CITY COUNCIL ACTION/DISCUSSION

Subject: Item # Consent Agenda Item: Amendment to Data Storage Server Sharing and Governance Agreement

Prepared By: **Craig Squires, Director of Public Safety**

Meeting Date: **November 17th 2025**

Background:

On November 17, 2023, the City of Minnetrista signed a Data Storage Server Sharing and Governance Agreement with the Cities of Champlin, Corcoran, Dayton, Deephaven, Medina, Minnetrista, Osseo, Rodgers and Wayzata, along with the South Lake Minnetonka Police Department, the West Hennepin Public Safety Department, the Three Rivers Park District on behalf of its Public Safety Department, and the University of Minnesota Department on behalf of its Public Safety.

The purpose of this agreement is to provide shared storage of Records Management System (RMS) data to facilitate data sharing and storage among participating agencies. Costs associated with this data storage are shared among the members of the agreement.

Attached to this staff report is the original agreement and the amendment agreement. The signature page for the amendment agreement will arrive electronically.

Discussion:

Hennepin County has requested to join the Agreement as a new member. The proposed amendment adds Hennepin County as a participating entity. It also amends the authorized representative and some party agents. The amendment has been reviewed by the Minnetrista City Attorney.

Recommendation:

Staff recommends that the City Council approve the Amendment to the Data Storage Server Sharing and Governance Agreement to include Hennepin County as a participating member.

Recommended City Council Action: Motion to approve Data Storage Amendment

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

Mission Statement:

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

DATA STORAGE SERVER SHARING AND GOVERNANCE AGREEMENT

This Data Storage Server Sharing and Governance Agreement (this "Agreement") is made this 9th day of November, 2023, and is by and among the following parties:

- A. Cities of Champlin, Corcoran, Dayton, Deephaven, Medina, Minnetrista, Osseo, Rogers, and Wayzata, each a Minnesota municipal corporation, on behalf of their respective Police/Public Safety Departments; and
- B. South Lake Minnetonka Police Department, and West Hennepin Public Safety Department, each a joint powers entity organized pursuant to Minnesota Statutes Section 417.59; and
- C. Three Rivers Park District, a local government unit organized pursuant to Minnesota Statutes Section 383B.703, on behalf of its Department of Public Safety; and
- D. The Regents of the University of Minnesota, a Minnesota constitutional corporation, on behalf of its Department of Public Safety.

The above-named parties may be collectively referred to herein as the "Parties" or each a "Party". This Agreement shall be effective as of the date listed above.

RECITALS

WHEREAS, each of the Parties provides law enforcement services to certain (or multiple) public entity(ies) in the State of Minnesota; and

WHEREAS, under individual licenses to the same data storage system, each party utilizes a records management system (an "RMS") to process, organize, and refer to storage law enforcement data related to the provision of those services (such data is the "Party Data"); and

WHEREAS, each Party currently engages a third-party contractor to store Party Data created and/or managed by each Party's RMS; and

WHEREAS, prior to 2012, several Parties created a joint powers entity known as the Lake Minnetonka Area Consortium ("LMAC") to facilitate data sharing and storage among those Parties for investigative purposes; and

WHEREAS, starting in 2012, one-by-one, other agencies joined the LMAC, for the same purpose; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly or cooperatively exercise any power common to the contracting governmental units; and

WHEREAS, the Parties desire to collaborate to establish and implement a shared local data storage site to house existing and future Party Data created by each Party's RMS; and

WHEREAS, the Parties further desire to collaborate in securing and funding professional services necessary to design, develop, and implement the migration of Party Data from a third-party storage location to the newly-established local storage site; and

WHEREAS, all Parties agree that sharing the costs of establishing and implementing this local storage site, as well as the costs of migration of the data allows for significant costs savings for all involved Parties; and

WHEREAS, all Parties therefore agree to share in the costs of establishing the data storage site and migrating Party Data thereto, as outlined in the terms of this Agreement.

NOW THEREFORE, the Parties agree as follows:

TERMS

- 1) **PURPOSE:** The purpose of this Agreement is to cooperatively coordinate efforts and share costs to develop and implement a local, legally compliant data storage location and to engage services to migrate stored Party Data to that location, and thereafter maintain currently-existing and later-created data in compliance with all FBI and CJIS security requirements.
- 2) **AUTHORIZED REPRESENTATIVE:** The Parties nominate and empower the following authorized representative for purposes of managing contractor work:

Brian Tholen, Chief of Police (the "Authorized Representative")
 South Lake Minnetonka Police Department
 24150 Smithtown Road
 Shorewood, Minnesota 55331

The Authorized Representative shall serve in the role unless and until a different authorized representative is appointed by the Governing Board, as defined in Section 3.

The Authorized Representative shall be empowered to facilitate the contracted work contemplated herein and shall oversee contractors' compliance with the same on behalf of the Parties. The Authorized Representative shall pay all contractor invoices and collect reimbursement from the Parties, as contemplated herein.

- 3) **PARTY GOVERNING BOARD:** The Parties hereby establish a Governing Board to oversee the implementation of the terms herein. The Governing Board shall consist of the Chief Law Enforcement Officer of each Party or his/her designee. The Governing Board shall meet on a regular basis, on the dates and times, and at a location agreed upon by the Parties. Notice for each meeting of the Governing Board shall be given in compliance with Minnesota Statutes Section 13D.04. The presence of a simple majority of the Governing Board shall constitute a quorum. Each Governing Board representative shall have one equal vote on all matters decided by the Governing Board. Unless a

different threshold is specifically identified herein for a particular decision, decisions shall be determined by a majority of the Governing Board present and voting on a particular topic, provided a quorum of the Governing Board is present.

All issues involving this Agreement shall be reviewed and resolved by the Governing Board whenever possible. The Governing Board may also review the terms and conditions of this Agreement and make recommendations to the Parties' governing bodies concerning amendments to this Agreement. The Governing Board shall select a Chairperson and rotate that position annually among the Parties. The Chairperson shall be the contact person for all Parties, and shall preside at meetings of the Governing Body to ensure good order and decorum. The Governing Board shall select a Vice-Chairperson, who shall preside at meetings in the Chairperson's absence, and rotate that position annually among the Parties.

The Governing Board shall obtain and maintain liability insurance in amounts not less than the statutory limits established under the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 ("Chapter 466") and may obtain other insurance it deems necessary to insure the actions of the Governing Board and the obligations of this Agreement including, without limitation, the indemnification obligations contained herein. The Parties' respective liabilities shall be governed by the provisions of Chapter 466 and nothing in this Agreement constitutes a waiver by any Party of any statutory or common law defense, immunity, or limit on liability provided for by applicable law. In no event shall the statutory limits provided for in Chapter 466 be aggregated to make each Party liable beyond the statutory limits. For the purposes of determining total liability for damages, Parties shall be considered a single governmental unit as provided in Minnesota Statutes Section 471.59, subd. 1a(b).

- 4) **INITIAL COSTS:** The procurement contemplated by this Agreement is limited to the acquisition of such hardware, software, and professional services as are needed for local data storage considerations for existing Party Data. Each Party shall continue to be responsible for its own RMS costs and any individual costs associated with altering the designated hosting location to which RMS data will be fed.

In addition to the storage procurement, the Parties, through the Authorized Representative, will engage GTEL Advisors, LLC for consultant services related to the proper design and establishment of the data storage site, and will engage Morris Electronics, Inc. to consult and assist in the procurement, installation, and maintenance of the appropriate hardware for the same. GTEL Advisors, LLC shall also assist in the technical aspects of migrating Party Data from the existing storage location to the selected new local storage location. GTEL Advisors, LLC and Morris Electronics, Inc. are collectively referred to herein as the "Contractors". The Authorized Representative shall pay all contractor invoices for all services rendered pursuant to this Agreement and then invoice the Parties equally for such costs. Parties shall pay such invoices promptly to the Authorized Representative and not later than thirty (30) days after receipt of the same. The initial costs are estimated to be one hundred and fifteen thousand dollars (\$115,000), which the Parties hereby agree to pay equally ("Initial Party Amounts").

Prior to the initiation of a hardware acquisition above the Initial Party Amounts the Authorized Representative shall obtain the approval of the Governing Board of said purchase. The Authorized Representative is authorized to make reasonable hardware purchases recommended by the Contractors and related to the purpose of this Agreement which are valued at less than \$10,000 in total, which shall be split equally amongst the Parties. These additional hardware purchases shall be considered part of the Initial Party Amounts. The Authorized Representative shall ensure that Contractors comply with the Minnesota Uniform Municipal Contracting Law, Minnesota Statutes Section 471.345 ("Contracting Law"), for any purchases made pursuant to this Agreement.

- 5) **HOSTING/ON-GOING SUPPORT COSTS:** South Lake Minnetonka Police Department agrees to provide a secure location for the housing of necessary data storage equipment, at no cost to the Parties. Hosting and on-going support services will be acquired from one or both of the Contractors or from a separate contractor selected in conformance with the Contracting Law. The Authorized Representative shall be responsible for coordinating and contracting with the contractor for the hosting and on-going support services. Final contractor selection must be consented to by the Governing Board. The contractor selected for hosting duties shall be responsible for maintaining all Party Data in compliance with all applicable data management standards, including FBI and CJIS security requirements. The nominated contractor(s) selected to provide these services shall also forecast funding needs for hosting services, end-of-service-life replacements, standard maintenance and repairs, and anticipated upgrades during the Initial Term of this Agreement as defined below, as well as decommissioning costs (collectively "Hosting/On-Going Support Costs"). These anticipated costs shall be shared among the Parties to facilitate reasonable budgeting and such amounts may need to be approved by a Party's governing body. The Authorized Representative shall pay all invoices for hosting and on-going support services and invoice the Parties in equal shares for said costs. Each Party is responsible to budget for all Hosting/On-Going Support Costs.
- 6) **NEW PARTIES:** If another law enforcement agency or government entity that is not a party to this Agreement wishes to become a Party (that agency or entity a "Joining Agency"), the Joining Agency may request that it be added as a party to this Agreement or request that the Agreement be otherwise amended to accommodate the needs of the Joining Agency. This request shall be subject to the approval of a majority of the then current Parties of this Agreement. The parties shall then execute an amendment to this Agreement that adds the new governmental entity as a party to this Agreement, and sets forth the particular terms of that collaboration.
- 7) **TERM AND PARTY WITHDRAWAL:** This Agreement shall terminate on the tenth anniversary of the effective date set forth on page one (the "Initial Term"), unless extended by separate agreement of the then remaining Parties. The Agreement may be terminated earlier only as follows:
 - a. Immediate termination may occur upon the unanimous agreement of all then remaining Parties; or

- b. Early termination may occur upon a $\frac{3}{4}$ majority vote of the then remaining Parties, however, such termination shall not take effect for at least one (1) year after notice of that decision has been provided to all remaining Parties.

Parties may withdraw from this Agreement prior to termination as set forth above upon the provision of three (3) years' notice provided to the Chairperson of the Governing Board, who shall communicate such notice to the Authorized Representative and the Governing Board. Withdrawing Parties shall be responsible for the withdrawal fee related to the anticipated Hosting/Ongoing Support Costs, as described below in this Section 7.

The withdrawal fee for each Party shall be comprised of each Party's share of the Initial Party Amount and the estimated remaining Hosting/Ongoing Support Costs from the date of withdrawal until the tenth anniversary of the effective date set forth on page one. Withdrawing Parties shall pay this withdrawal fee no later than thirty (30) days prior to the effective date of the withdrawal unless the withdrawing Party and Governing Board agree to continue payments and billing in accordance with Section 5.

Withdrawing Parties shall be entitled to a copy of their Party Data which has been or will be stored pursuant to this Agreement or any successor agreement upon payment of the withdrawal fee. A Withdrawing Party shall be responsible for all data migration costs and/or conversion costs, if any, to ensure secure transfer to and compatibility with the Withdrawing Party's RMS platform. However, a withdrawing Party shall not be entitled to removal or immediate deletion of their embedded and stored data. The Parties agree that Party Data shall be stored, maintained and protected pursuant to this Agreement and applicable law, at all times, when housed at a storage site established pursuant to this Agreement. A withdrawing Party may request that the Party's data be deleted when feasible, but the remaining Parties shall have no obligation to complete the deletion until the servers on the storage site(s) are decommissioned.

Parties which withdraw from this Agreement are not entitled to any property, or assets purchased pursuant to this Agreement.

Upon the termination of this Agreement, the remaining Parties shall properly decommission any and all data storage sites established pursuant to this Agreement and take all necessary steps to permanently secure or delete all stored data, in compliance with all applicable law. Any purchased infrastructure may be sold after full and proper decommissioning and removal or deletion of Party Data and any value therefore may be used to offset the costs of decommissioning the site. In the event a positive balance of funds is held by the remaining Parties after decommissioning is complete, the Governing Board shall disburse the funds proportionally based on total contribution, including Initial Party Amounts and Hosting/On-Going Support Costs, of all current and former Parties.

- 8) **INDEMNIFICATION:** Each Party shall hold harmless, defend and indemnify all other Parties; their officials, employees and agents, from and against any and all claims, losses, liabilities, damages attributable to the indemnifying Party (collectively "Claims"). This obligation shall include, without limitation, costs and expenses (including defense, settlement, and reasonable attorneys' fees) for Claims as a result of any damages

arising from or related to data storage on the contemplated servers. This obligation shall survive termination of or withdrawal from this Agreement. Upon a compliant withdrawal of a Party from this Agreement, the remaining Parties agree to hold harmless, defend and indemnify the withdrawing Party from any Claims related to improper storage of the withdrawing Party’s data which remains on the servers established pursuant to this Agreement. All obligations of this Section 8 shall be subject to the liability limitations set forth in Chapter 466 and in no event shall the statutory limits provided for in Chapter 466 be aggregated to make each Party liable beyond the statutory limits.

Nothing in this Section 8 is meant to contradict the single-entity liability limit noted in Section 3.

- 9) **DATA PRACTICES:** All data collected, created, received, maintained or disseminated for any purpose by the activities of the Parties with respect to this Agreement, shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended (“MGDPA”). All records related to this Agreement kept by the Parties shall be subject to examination by the representatives of each Party as provided in the MGDPA. However, the Authorized Representative/South Lake Minnetonka Police Department shall not be responsible for responding to data requests for information that is available from the Parties or a single Party.
- 10) **AUDITS:** Pursuant to Minnesota Statutes Section 16C.05, subd. 5, any books, records, documents, and accounting procedures and practices of the Parties relevant to this Agreement are subject to examination by the Legislative Auditor or the State Auditor, as appropriate. The Parties shall maintain these for accessibility per the MGDPA guidelines.
- 11) **NOTICE:** The Parties’ agents for purposes of administration of this Agreement are:

<u>Champlin Police:</u>	Chief Glen Schneider 11955 Champlin Drive Champlin, Mn 55316
<u>Corcoran Police:</u>	Director of Public Safety Matt Gottschalk 8200 County Road 116 Corcoran, MN 55340
<u>Dayton Police:</u>	Chief Paul Enga 13700 Zanzibar Lane North Dayton, MN 55327
<u>Deephaven:</u>	Chief Cory Johnson 20225 Cottagewood Road Deephaven, MN 55331

<u>Medina Police:</u>	Chief Jason Nelson 600 Clydesdale Trail Medina, MN 55340
<u>Minnetrista Police:</u>	Public Safety Director Paul Falls 7701 County Road 110 West Minnetrista, MN 55364
<u>Osseo Police:</u>	Chief Shane Mikkelson 415 Central Avenue Osseo, MN 55369
<u>Rogers Police:</u>	Chief Dan Wills 21860 Industrial Court Roger, MN 55374
<u>South Lake Minnetonka Police:</u>	Chief Brian Tholen 24150 Smithtown Road Shorewood, MN 55331
<u>Three Rivers Park Police:</u>	Chief Josh Foust 4301 County Road 24 Maple Plain, MN 55359
<u>University of Minnesota Police:</u>	Chief Matt Clark 511 SE Washington Ave #1 Minneapolis, MN 55455
<u>Wayzata Police:</u>	Chief Marc Schultz 600 Rice Street East Wayzata, MN 55391
<u>West Hennepin Public Safety:</u>	Public Safety Director Gary Kroells 1918 County Road 90 Independence, MN 55359

- 12) **APPLICABLE LAW:** The execution, interpretation and performance of this Agreement shall be controlled and governed by the laws of the State of Minnesota.
- 13) **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement constitutes the entire Agreement between the Parties, and no other agreement prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth or incorporated herein, including the agreement of the LMAC. Any purported amendment to this Agreement is not effective unless it is in writing and executed by all Parties.

- 14) **WAIVER:** One or more waivers by any Party of any provision, term, condition or covenant of this Agreement shall not be construed by the other Parties as a waiver of a subsequent breach of the same by the other Parties.
- 15) **SEVERABILITY:** Should any part or portion of this Agreement be held invalid or unenforceable, the remaining provisions shall be valid and binding upon the Parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose.
- 16) **AUTHORIZATION CERTIFICATION:** By endorsing this Agreement, each of the undersigned representatives represents and warrants that he/she is an authorized representative of the identified Party, and has obtained any and all necessary authority to fully bind his/her entity to the terms of this Agreement.
- 17) **SIGNATURES; COUNTERPARTS:** The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document, including this Agreement and any attachments or exhibits to this Agreement, containing, or to which there is affixed, an electronic signature will be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes of the Agreement, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.
- 18) **EFFECTIVE DATE:** This Agreement is effective as of the latest date of the approval and execution of the Agreement by the Parties.

[Signature pages to follow]

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

Champlin Police:

Signed: Glen Schneider
Glen Schneider (Nov 13, 2023 08:41 CST)
 Glen Schneider
 Its: Chief of Police
 Email: gschneider@ci.champlin.mn.us

Signed: Bret Heitkamp
Bret Heitkamp (Nov 13, 2023 08:58 CST)
 Bret Heitkamp
 Its: City Administrator
 Email: bheitkamp@ci.champlin.mn.us

Signed: Ryan Sabas
Ryan Sabas (Nov 14, 2023 21:17 CST)
 Ryan Sabas
 Its: Mayor
 Email: rsabas@ci.champlin.mn.us

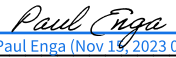
IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

Corcoran Police:

Signed: Matt R. Gottschalk
 Matt Gottschalk
 Its: Interim City Administrator/Director of Public Safety
 Email: mgottschalk@corcoranmn.gov

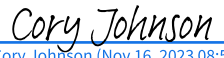
IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

Dayton Police:

Signed: 
 Paul Enga (Nov 15, 2023 07:48 CST)
 Paul Enga
 Its: Chief of Police
 Email: penga@daytonpolice.org

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

Deephaven:

Signed: 
 Cory Johnson (Nov 16, 2023 08:52 CST)
 Cory Johnson
 Its: Chief of Police
 Email: Coryj@deephavenpolice.com

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

City of Medina:

Signed: 
 Kathleen Martin (Nov 16, 2023 18:00 PST)
 Kathleen Martin
 Its: Mayor
 Email: kathleen.martin@medinamn.gov

Signed: 
 Scott Johnson (Nov 17, 2023 07:31 CST)
 Scott Johnson
 Its: City Administrator
 Email: scott.johnson@medinamn.gov

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

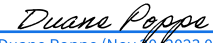
City of Minnetrista:

Signed: 
 Lisa Whalen (Nov 17, 2023 09:06 CST)
 Lisa Whalen
 Its: Mayor
 Email: lwhalen@ci.minnetrista.mn.us

Signed: 
 Ann Meyerhoff (Nov 17, 2023 09:14 CST)
 Ann Meyerhoff
 Its: City Clerk
 Email: ameyerhoff@ci.minnetrista.mn.us

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

City of Osseo:

Signed: 
 Duane Poppe (Nov 20, 2023 09:15 CST)
 Duane Poppe
 Its: Mayor
 Email: dpoppe@ci.osseo.mn.us

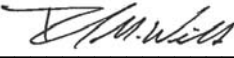
Signed: 
 Riley Grams (Nov 20, 2023 09:39 CST)
 Riley Grams
 Its: City Administrator
 Email: Rgrams@ci.osseo.mn.us

Signed: 
 Katrina Jones
 Its: City Clerk
 Email: kjones@ci.osseo.mn.us

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

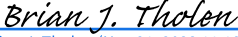
City of Rogers:

Signed: 
[Rick Ihli \(Nov 21, 2023 10:13 CST\)](#)
Rick Ihli
Its: Mayor
Email: rihli@rogersmn.gov

Signed: 
Dan Wills
Its: Chief of Police
Email: dwills@rogersmn.gov

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

South Lake Minnetonka Police:

Signed: 
[Brian J. Tholen \(Nov 21, 2023 11:18 CST\)](#)
Brian Tholen
Its: Chief of Police
Email: Btholen@Southlakepd.com

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

Three Rivers Park Police:

Signed: 
[Boe R. Carlson \(Nov 21, 2023 17:01 CST\)](#)
Boe Carlson
Its: Superintendent
Email: boe.carlson@threeriversparks.org

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

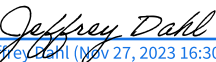
University of Minnesota Police:

Signed: 
[Matthew Clark \(Nov 27, 2023 12:03 CST\)](#)
 Matt Clark
 Its: Chief of Police
 Email: mclarkpd@umn.edu

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

City of Wayzata:

Signed: 
[Johanna Mouton \(Nov 27, 2023 15:24 CST\)](#)
 Johanna Mouton
 Its: Mayor
 Email: johannamccarthy@wayzata.org

Signed: 
[Jeffrey Dahl \(Nov 27, 2023 16:30 CST\)](#)
 Print: Jeff Dahl
 Its: City Manager
 Email: jdahl@wayzata.org

Signed: 
 Marc Schultz
 Its: Chief of Police
 Email: mschultz@wayzata.org

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

West Hennepin Public Safety:

Signed: Marvin Johnson
Marvin Johnson (Nov 28, 2023 14:29 CST)
Mayor Marvin Johnson
Its: WHPS Commission Chair
Email: mjohnson@ci.independence.mn.us

Signed: Julie M. Maas-Kusske
Julie M. Maas-Kusske (Nov 29, 2023 10:09 CST)
Mayor Julie Maas-Kusske
Its: WHPS Commission Vice-Chair
Email: juliemaaskusske@mapleplain.com

Signed: Gary S. Kroells
Gary Kroells
Its: Chief _____
Email: GKroells@westhennepin.com

Data Storage Server Sharing & Governance Agreement

Final Audit Report

2023-11-29

Created:	2023-11-09
By:	Paula Steelman (psteelman@corcoranmn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAxs8AyxlmAz-t5tPD3E-jG1dq1x-l-vrp

"Data Storage Server Sharing & Governance Agreement" History

- 
Document created by Paula Steelman (psteelman@corcoranmn.gov)
2023-11-09 - 11:37:05 PM GMT
- 
Document emailed to gschneider@ci.champlin.mn.us for signature
2023-11-09 - 11:44:21 PM GMT
- 
Email viewed by gschneider@ci.champlin.mn.us
2023-11-13 - 2:25:39 PM GMT
- 
Signer gschneider@ci.champlin.mn.us entered name at signing as Glen Schneider
2023-11-13 - 2:41:09 PM GMT
- 
Document e-signed by Glen Schneider (gschneider@ci.champlin.mn.us)
Signature Date: 2023-11-13 - 2:41:11 PM GMT - Time Source: server
- 
Document emailed to bheitikamp@ci.champlin.mn.us for signature
2023-11-13 - 2:41:14 PM GMT
- 
Email viewed by bheitikamp@ci.champlin.mn.us
2023-11-13 - 2:57:18 PM GMT
- 
Signer bheitikamp@ci.champlin.mn.us entered name at signing as Bret Heitkamp
2023-11-13 - 2:58:35 PM GMT
- 
Document e-signed by Bret Heitkamp (bheitikamp@ci.champlin.mn.us)
Signature Date: 2023-11-13 - 2:58:37 PM GMT - Time Source: server
- 
Document emailed to rsabas@ci.champlin.mn.us for signature
2023-11-13 - 2:58:39 PM GMT

 Email viewed by rsabas@ci.champlin.mn.us

2023-11-15 - 3:16:49 AM GMT

 Signer rsabas@ci.champlin.mn.us entered name at signing as Ryan Sabas

2023-11-15 - 3:17:26 AM GMT

 Document e-signed by Ryan Sabas (rsabas@ci.champlin.mn.us)

Signature Date: 2023-11-15 - 3:17:28 AM GMT - Time Source: server

 Document emailed to Matt Gottschalk (mgottschalk@corcoranmn.gov) for signature

2023-11-15 - 3:17:32 AM GMT

 Email viewed by Matt Gottschalk (mgottschalk@corcoranmn.gov)

2023-11-15 - 1:46:12 PM GMT

 Document e-signed by Matt Gottschalk (mgottschalk@corcoranmn.gov)

Signature Date: 2023-11-15 - 1:46:51 PM GMT - Time Source: server

 Document emailed to penga@daytonpolice.org for signature

2023-11-15 - 1:46:54 PM GMT

 Email viewed by penga@daytonpolice.org

2023-11-15 - 1:47:09 PM GMT

 Signer penga@daytonpolice.org entered name at signing as Paul Enga

2023-11-15 - 1:48:22 PM GMT

 Document e-signed by Paul Enga (penga@daytonpolice.org)

Signature Date: 2023-11-15 - 1:48:24 PM GMT - Time Source: server

 Document emailed to coryj@deephavenpolice.com for signature

2023-11-15 - 1:48:26 PM GMT

 Email viewed by coryj@deephavenpolice.com

2023-11-16 - 2:51:52 PM GMT

 Signer coryj@deephavenpolice.com entered name at signing as Cory Johnson

2023-11-16 - 2:52:39 PM GMT

 Document e-signed by Cory Johnson (coryj@deephavenpolice.com)

Signature Date: 2023-11-16 - 2:52:41 PM GMT - Time Source: server

 Document emailed to kathleen.martin@medinamn.gov for signature

2023-11-16 - 2:52:45 PM GMT

 Email viewed by kathleen.martin@medinamn.gov

2023-11-16 - 7:20:08 PM GMT

 Signer kathleen.martin@medinamn.gov entered name at signing as Kathleen Martin

2023-11-17 - 2:00:56 AM GMT

 Document e-signed by Kathleen Martin (kathleen.martin@medinamn.gov)

Signature Date: 2023-11-17 - 2:00:58 AM GMT - Time Source: server

 Document emailed to Scott Johnson (scott.johnson@medinamn.gov) for signature

2023-11-17 - 2:01:01 AM GMT

 Email viewed by Scott Johnson (scott.johnson@medinamn.gov)

2023-11-17 - 1:30:52 PM GMT

 Document e-signed by Scott Johnson (scott.johnson@medinamn.gov)

Signature Date: 2023-11-17 - 1:31:32 PM GMT - Time Source: server

 Document emailed to lwhalen@ci.minnetrista.mn.us for signature

2023-11-17 - 1:31:36 PM GMT

 Email viewed by lwhalen@ci.minnetrista.mn.us

2023-11-17 - 3:01:25 PM GMT

 Signer lwhalen@ci.minnetrista.mn.us entered name at signing as Lisa Whalen

2023-11-17 - 3:06:13 PM GMT

 Document e-signed by Lisa Whalen (lwhalen@ci.minnetrista.mn.us)

Signature Date: 2023-11-17 - 3:06:15 PM GMT - Time Source: server

 Document emailed to ameyerhoff@ci.minnetrista.mn.us for signature

2023-11-17 - 3:06:17 PM GMT

 Email viewed by ameyerhoff@ci.minnetrista.mn.us

2023-11-17 - 3:13:10 PM GMT

 Signer ameyerhoff@ci.minnetrista.mn.us entered name at signing as Ann Meyerhoff

2023-11-17 - 3:14:50 PM GMT

 Document e-signed by Ann Meyerhoff (ameyerhoff@ci.minnetrista.mn.us)

Signature Date: 2023-11-17 - 3:14:52 PM GMT - Time Source: server

 Document emailed to dpoppe@ci.osseo.mn.us for signature

2023-11-17 - 3:14:54 PM GMT

 Email viewed by dpoppe@ci.osseo.mn.us

2023-11-20 - 3:14:43 PM GMT

 Signer dpoppe@ci.osseo.mn.us entered name at signing as Duane Poppe

2023-11-20 - 3:15:23 PM GMT

-  Document e-signed by Duane Poppe (dpoppe@ci.osseo.mn.us)
Signature Date: 2023-11-20 - 3:15:25 PM GMT - Time Source: server
-  Document emailed to rgrams@ci.osseo.mn.us for signature
2023-11-20 - 3:15:28 PM GMT
-  Email viewed by rgrams@ci.osseo.mn.us
2023-11-20 - 3:39:19 PM GMT
-  Signer rgrams@ci.osseo.mn.us entered name at signing as Riley Grams
2023-11-20 - 3:39:44 PM GMT
-  Document e-signed by Riley Grams (rgrams@ci.osseo.mn.us)
Signature Date: 2023-11-20 - 3:39:46 PM GMT - Time Source: server
-  Document emailed to kjones@ci.osseo.mn.us for signature
2023-11-20 - 3:39:49 PM GMT
-  Email viewed by kjones@ci.osseo.mn.us
2023-11-20 - 4:08:02 PM GMT
-  Signer kjones@ci.osseo.mn.us entered name at signing as Katrina Jones
2023-11-20 - 4:10:13 PM GMT
-  Document e-signed by Katrina Jones (kjones@ci.osseo.mn.us)
Signature Date: 2023-11-20 - 4:10:15 PM GMT - Time Source: server
-  Document emailed to rihli@rogersmn.gov for signature
2023-11-20 - 4:10:18 PM GMT
-  Email viewed by rihli@rogersmn.gov
2023-11-20 - 5:25:51 PM GMT
-  Signer rihli@rogersmn.gov entered name at signing as Rick Ihli
2023-11-21 - 4:13:27 PM GMT
-  Document e-signed by Rick Ihli (rihli@rogersmn.gov)
Signature Date: 2023-11-21 - 4:13:29 PM GMT - Time Source: server
-  Document emailed to dwills@rogersmn.gov for signature
2023-11-21 - 4:13:33 PM GMT
-  Email viewed by Dan Wills (dwills@rogersmn.gov)
2023-11-21 - 5:16:38 PM GMT
-  Document e-signed by Dan Wills (dwills@rogersmn.gov)
Signature Date: 2023-11-21 - 5:17:03 PM GMT - Time Source: server

 Document emailed to btholen@southlakepd.com for signature

2023-11-21 - 5:17:06 PM GMT

 Email viewed by btholen@southlakepd.com

2023-11-21 - 5:17:56 PM GMT

 Signer btholen@southlakepd.com entered name at signing as Brian J. Tholen

2023-11-21 - 5:18:45 PM GMT

 Document e-signed by Brian J. Tholen (btholen@southlakepd.com)

Signature Date: 2023-11-21 - 5:18:47 PM GMT - Time Source: server

 Document emailed to boe.carlson@threeriversparks.org for signature

2023-11-21 - 5:18:49 PM GMT

 Email viewed by boe.carlson@threeriversparks.org

2023-11-21 - 11:00:43 PM GMT

 Signer boe.carlson@threeriversparks.org entered name at signing as Boe R. Carlson

2023-11-21 - 11:01:09 PM GMT

 Document e-signed by Boe R. Carlson (boe.carlson@threeriversparks.org)

Signature Date: 2023-11-21 - 11:01:11 PM GMT - Time Source: server

 Document emailed to Matthew Clark (mclarkpd@umn.edu) for signature

2023-11-21 - 11:01:14 PM GMT

 Email viewed by Matthew Clark (mclarkpd@umn.edu)

2023-11-27 - 6:02:46 PM GMT

 Document e-signed by Matthew Clark (mclarkpd@umn.edu)

Signature Date: 2023-11-27 - 6:03:12 PM GMT - Time Source: server

 Document emailed to johannamccarthy@wayzata.org for signature

2023-11-27 - 6:03:15 PM GMT

 Email viewed by johannamccarthy@wayzata.org

2023-11-27 - 6:17:40 PM GMT

 Signer johannamccarthy@wayzata.org entered name at signing as Johanna Mouton

2023-11-27 - 9:24:45 PM GMT

 Document e-signed by Johanna Mouton (johannamccarthy@wayzata.org)

Signature Date: 2023-11-27 - 9:24:47 PM GMT - Time Source: server

 Document emailed to Jeffrey Dahl (jdahl@wayzata.org) for signature

2023-11-27 - 9:24:50 PM GMT

 Email viewed by Jeffrey Dahl (jdahl@wayzata.org)

2023-11-27 - 10:29:42 PM GMT

 Document e-signed by Jeffrey Dahl (jdahl@wayzata.org)

Signature Date: 2023-11-27 - 10:30:17 PM GMT - Time Source: server

 Document emailed to Marc Schultz (mschultz@wayzata.org) for signature

2023-11-27 - 10:30:20 PM GMT

 Email viewed by Marc Schultz (mschultz@wayzata.org)

2023-11-28 - 6:40:12 PM GMT

 Document e-signed by Marc Schultz (mschultz@wayzata.org)

Signature Date: 2023-11-28 - 6:41:16 PM GMT - Time Source: server

 Document emailed to mjohnson@ci.independence.mn.us for signature

2023-11-28 - 6:41:20 PM GMT

 Email viewed by mjohnson@ci.independence.mn.us

2023-11-28 - 8:27:31 PM GMT

 Signer mjohnson@ci.independence.mn.us entered name at signing as Marvin Johnson

2023-11-28 - 8:29:36 PM GMT

 Document e-signed by Marvin Johnson (mjohnson@ci.independence.mn.us)

Signature Date: 2023-11-28 - 8:29:38 PM GMT - Time Source: server

 Document emailed to juliemaaskusske@mapleplain.com for signature

2023-11-28 - 8:29:42 PM GMT

 Email viewed by juliemaaskusske@mapleplain.com

2023-11-29 - 3:44:08 PM GMT

 Signer juliemaaskusske@mapleplain.com entered name at signing as Julie M. Maas-Kusske

2023-11-29 - 4:09:47 PM GMT

 Document e-signed by Julie M. Maas-Kusske (juliemaaskusske@mapleplain.com)

Signature Date: 2023-11-29 - 4:09:49 PM GMT - Time Source: server

 Document emailed to Gary Kroells (gkroells@westhennepin.com) for signature

2023-11-29 - 4:09:53 PM GMT

 Email viewed by Gary Kroells (gkroells@westhennepin.com)

2023-11-29 - 5:16:03 PM GMT

 Document e-signed by Gary Kroells (gkroells@westhennepin.com)

Signature Date: 2023-11-29 - 5:17:02 PM GMT - Time Source: server

✔ Agreement completed.
2023-11-29 - 5:17:02 PM GMT

FIRST AMENDMENT TO DATA STORAGE SERVER SHARING AND GOVERNANCE AGREEMENT

This First Amendment to Data Storage Server Sharing and Governance Agreement (this "Amendment") is entered into by and among the following parties:

- A. Cities of Champlin, Corcoran, Dayton, Deephaven, Medina, Minnetrista, Osseo, Rogers, and Wayzata, each a Minnesota municipal corporation, on behalf of their respective Police/Public Safety Departments; and
- B. South Lake Minnetonka Police Department, and West Hennepin Public Safety Department, each a joint powers entity organized pursuant to Minnesota Statutes Section 417.59; and
- C. Three Rivers Park District, a local government unit organized pursuant to Minnesota Statutes Section 383B.703, on behalf of its Department of Public Safety; and
- D. The Regents of the University of Minnesota, a Minnesota constitutional corporation, on behalf of its Department of Public Safety; and
- E. Hennepin County, on behalf of the Hennepin County Sheriff's Office.

The above-named parties may be collectively referred to herein as the "Parties" or each a "Party". This Agreement shall be effective as set forth herein.

RECITALS

WHEREAS, all of the above-listed parties, with the exception of Hennepin County, are currently parties to the Data Storage Server Sharing and Governance Agreement, dated November 9th, 2023 and last executed on November 29th, (the "Agreement"); and

WHEREAS, subject to the approval of a majority of the current parties, the Agreement permits the joinder of additional parties by amendment to the Agreement; and

WHEREAS, Hennepin County has requested to join the Agreement and be formally added as a party thereto; and

WHEREAS, the current parties to the Agreement have reviewed the request via their nominated Governing Board and approved the addition of Hennepin County to the Agreement, subject to the terms set forth herein; and

WHEREAS, the Parties concurrently desire to update certain additional terms of the Agreement, as set forth in this Amendment.

NOW THEREFORE, the Parties agree as follows:

TERMS

- 1) **ADDITION OF HENNEPIN COUNTY:** The current parties of the Agreement hereby approve the addition of Hennepin County, on behalf of

the Hennepin County Sherriff's Office ("Hennepin County"), as a Party to the Agreement. Hennepin County and the current parties hereby agree that Hennepin County shall be bound by all terms of the Agreement and shall possess rights equal to all other current parties pursuant thereto.

- 2) **HENNEPIN COUNTY COSTS:** Within thirty (30) days of full execution of this Amendment, Hennepin County shall pay \$986. to the Authorized Representative for Hennepin County's proportional share of the Initial Party Amounts, as defined in the Agreement. Hennepin County shall be invoiced for and shall promptly pay its equal proportionate share of Hosting/On-going Support Costs which are incurred from the date of full execution of this Amendment. Hennepin County shall thereafter be responsible for all costs attributable to an individual Party, as set forth in the Agreement.

3) **AMENDMENT TO DESIGNATION OF AUTHORIZED REPRESENTATIVE:**

Effective upon full execution of this Amendment, the Parties remove Brian Tholen as Authorized Representative, and nominate and empower the following Authorized Representative for purposes of managing contractor work:

Chief Justin Ballsrud, South Lake Minnetonka Police Department

- 4) **NOTICE:** The Parties agree to delete Section 11 of the Agreement ("Notice") in its entirety and replace it with the following:

"NOTICE: The Parties' agents for purposes of administration of this Agreement are:

Champlin Police:	Chief Glen Schneider 11955 Champlin Drive Champlin, MN 55316
Corcoran Police:	Public Safety Director Matt Gottschalk 8200 County Road 116 Corcoran, MN 55340
Dayton Police:	Chief Paul Enga 13700 Zanzibar Lane North Dayton, MN 55327
Deephaven:	Chief Cory Johnson 20225 Cottagewood Road Deephaven, MN 55331
Hennepin County:	Major Kristen Tomlinson

	350 S 5 th St. Rm 6 Minneapolis, MN 55415
Medina:	Chief Jason Nelson 600 Clydesdale Trail Medina, MN 55340
Minnetrista Police:	Public Safety Director Craig Squires 7701 County Road 110 West Minnetrista, MN 55364
Osseo Police:	Chief Shane Mikkelson 415 Central Avenue Osseo, MN 55369
Rogers Police:	Chief Dan Wills 21860 Industrial Court Rogers, MN 55374
South Lake Minnetonka Police:	Chief Justin Ballsrud 24150 Smithtown Road Shorewood, MN 55331
Three Rivers Park Police:	Chief Josh Foust 4301 County Road 24 Maple Plain, MN 55359
University of Minnesota Police:	Chief Erik Swanson 511 SE Washington Ave #1 Minneapolis, MN 55455
Wayzata Police:	Chief Jamie Baker 600 Rice Street East Wayzata, MN 55391
West Hennepin Public Safety:	Public Safety Director Matt DuRose 1918 County Road 90 Independence, MN 55359"

- 5) **REMAINING TERMS UNAFFECTED:** The Parties agree that this Amendment exclusively modifies the Agreement terms contemplated herein and all other terms of the Agreement remain unaltered and in full force and effect.
- 6) **AUTHORIZATION CERTIFICATION:** By endorsing this Amendment, each of the undersigned representatives represents and warrants that he/she is an authorized representative of the identified Party, and has

obtained any and all necessary authority to fully bind his/her entity to the terms of this Amendment.

- 7) **SIGNATURES; COUNTERPARTS:** The parties may sign this Amendment in counterparts, each of which constitutes an original, but all of which together constitute one instrument. The parties agree that the electronic signature of a party to this Amendment will be as valid as an original signature of such party and will be effective to bind such party to this Amendment. The parties further agree that any document, including this Amendment and any attachments or exhibits to this Amendment, containing, or to which there is affixed, an electronic signature will be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes of the Amendment, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Amendment.
- 8) **EFFECTIVE DATE:** This Amendment is effective as of the latest date of the approval and execution of the Amendment by the Parties.

[Signature pages to follow]

CITY OF MINNETRISTA



CITY COUNCIL BUSINESS ITEM 6A

Subject: Early Grading Request for the development North Pointe at Halsted Bay

Prepared By: Nickolas Olson, Senior City Planner

Through: David Abel, Community Development Director

Meeting Date: November 17, 2025

Issue: Robert Bauman & Pine Financial Group, Inc. (the “Applicants”) have made a request for an early grading agreement to allow for site work and tree removal for the development North Pointe at Halsted Bay.

Background: The Applicants received conditional preliminary plat approval back on August 4th, 2025. Under the terms of that approval, the Applicants have until January 31, 2026 to submit for final plat approval.

Discussion: The Applicants desire to begin preliminary site work and tree removal prior to the approval of the final plat. In order for the City to allow such work, a preliminary grading agreement between the Applicants and the City would need to be approved first. It should be noted that the City is not required to approve such an agreement if it does not feel it makes sense to do so. The request presents many challenges and risks to the City. These include the timing of the request not being ideal from the City’s perspective, the lack of approvals from the City of Mound and other agencies, the numerous comments from the City’s engineering department regarding the construction plans, and the proximity to the deadline to apply for final plat approval.

Conclusion: Staff would not recommend the City Council proceed with a preliminary grading agreement in this instance due to the many complications and risks it would present to the City. The Applicants attention should really be focused upon submitting a complete final plat application by the deadline set forth in the preliminary plat approval. However, if the City Council feels differently, the City Council should direct staff to proceed with a preliminary grading agreement with the understanding that the Applicants will be required to provide a letter of credit in the amount of 150% of the engineers estimate for the improvements and payment of the required tree preservation fee which, based on current submittal, would be \$402,400.00.

<u>Recommended Action:</u> Motion to deny the Applicants’ request for an early grading permit for the development North Pointe at Halsted Bay.
--

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.

6701 County Road 110W & Adjacent Properties

Section 6, Item a)



- City Boundary
- City Mask
- Address Labels
- Parcels





November 3, 2025

North Pointe at Halsted Bay

Written Statement – Early Grading Permit

A. Contact list:

1. Owners – See land use application.
2. Architect – DJR Architecture, Inc.: Sheldon Berg, 651.329.4558, sberg@djri-inc.com
3. Civil Engineer – Stark Engineering: Wayne Stark, 320.249.2611, waynes@starkengineer.com
4. Surveyor – Bogart, Peterson & Associates: Christopher Gray, 763.262.8822, cgray@bogart-pederson.com

B. Site Data

1. Address – 6710 & 6750 Halstead Avenue, 6701 CR No 110 W,
2. Current Zoning – R-2 Low Medium Density Single Family Residential
3. Parcel Size – Approximately 361,516 SF (8.3 acres) + Public Road area (+/-2.0 acres)
4. PID Numbers - 2211724430042, 2211724430002, 2211724430003, 2211724430004
5. Legal Description – See attached.

C. Narrative of Early Grading Permit Request:

- a. Scope – The extent of the work to be associated with this early grading permit will be restricted to:
 - i. Clearing and grubbing of trees
 - ii. Site improvements for utility connections to the Beach Club (on city of Mound property,) but serviced by utilities in city of Minnetrista Roadway before they interlink with Mound utilities.
- b. Rationale - The project aims to begin this work on site this year on site as we await final plat of the proposed development in Minnetrista and entitlement approvals in Mound. The project has already received preliminary plat approval in Minnetrista and the design team has also submitted the updated civil engineering plans responding to comments generated during the preliminary plat including: refined grading, storm water, utilities and utility

profile sheets. The early grading permit will allow the project to begin the clearing the property for the single-family home and condominium sites as well as for road improvements. The reason for the early grading is to get the site work started and prepped for the follow-on work in the spring. The project has already received dozens of interested inquiries for homes and units within the project, so starting now will pay off in the spring where we can look to do site grading in earnest and install private utilities before going vertical with the buildings. Work now on the site with tree clearing will also be better suited as hardened ground is easier to maneuver with tree removal and will mean less potential erosion.



November 12, 2025

Mr. Nickolas Olson
City Planner
City of Minnetrista
7701 County Road 110 West
Minnetrista, MN 55364

Re: Halstead Bay Estates
Grading Permit Review
ML No. 25008

Dear Mr. Olson:

We have completed our review of the grading permit application submittal for the proposed Halstead Bay Estates project. There are two primary concerns with the applicant's request for a grading permit:

1. Time of year. There is likely limited time until the ground is frozen and grading operations would cease. Sediment control measures would need to be installed before snow covers the ground.
2. There are four Stormwater Management and Storm Sewer comments in this review that staff recommends be addressed prior to grading operations:
 - #4 The property owner, MCWD and Hennepin County are ok with the proposed orifice restriction on the north side of CR 110. The developer submitted a document that was included in the 8/4/2025 city council packet indicating that the property owners are amenable to this however staff recommends that this agreement be in place prior to any ground disturbing activities. The orifice will cause increased water levels on the private property and overtopping on CR 110.
 - #15 Maintenance agreement with existing Lots 12 and 13 of Halsted Park for the storm outfall. The developer submitted a document that was included in the 8/4/2025 city council packet indicating that the property owners are amenable to this however staff recommends that this agreement be in place prior to any ground disturbing activities because the proposed grading directs all runoff to this outfall.
 - #16 Soil borings required near the stormwater basins to verify that infiltration can occur as shown on the plan. If the soils aren't conducive to infiltration the stormwater basins will need to expand to meet storage requirements, which affects lot layout and grading.
 - #20 More detail needs to be provided to show how the infiltrating stormwater will not impact the low floors and footings of the adjacent structures. This is of particular concern for Basin C and the structure on Block 3, Lot 2 as the low floor is proposed below the bottom of the infiltration basin.
3. The current grading plan lacks a great deal of information. Some was provided with the July version of the plans and removed with this version, much of it has not been provided to date. The grading plan should include at minimum:
 - a. All drainage and utility easements

- b. Proposed elevations and all property corners, high points, swales, etc.
- c. Emergency Overflow (EOF) locations, elevations and routes for all low points in the development
 - i. Lowest opening elevations (LOEs) of proposed buildings and building pads must meet minimum freeboard requirements with EOFs
- d. Drainage to be directed away from all building pads
- e. Drainage from one lot to another requires additional drainage and utility easement
- f. Minimum 2% and maximum slope requirements
- g. Inlet and rim elevations for all structures
- h. Material and construction details of the large riprap discharge swale south of Halstead Avenue
- i. See additional redline comments on the submitted grading plan

Background

The project involves grading, parking lot paving, storm sewer and stormwater BMP construction, watermain and sanitary sewer construction, and appurtenant work. The application materials were reviewed against the City's design requirements. The following items were submitted for review:

- Preliminary Plat for Estate Property Development for Halsted Bay Estates, Dated 6/30/2025
- Civil Plans for Halsted Bay Estates, dated 10/20/2025
- Storm Sewer Design Calculations, dated 10/20/2025
- Stormwater Report for Halsted Bay Estates, dated June 2025
- Architectural Plans for Halsted Bay Estates Development, dated 6/30/2025
- Geotechnical Report, dated 1/22/2016
- Tree Preservation Plan for Halsted Bay Estates, not dated

Comments from the previous reviews are included in *italics*, noting whether the comment has been addressed, has not been addressed, or no longer applies. We request that the developer provides a response letter with the next submittal to ensure that comments have been addressed.

Preliminary Plat

1. *City code requires the private road to be in an outlet that's 50' wide- currently it's shown at ~25'. This comment has been addressed.*
2. The final plat must include a drainage and utility easement that extends minimum of 10' on each side of a public utility. Based on the current layout this comment applies to Lots 2 and 3 Block 1 (sanitary sewer) and Lot 7 Block 2 (storm sewer).

This comment is modified as follows: The final plat must include a drainage and utility easement that extends minimum of 10' on each side of a public utility. Based on the current layout this comment applies to Lot 7, Block 1 (storm sewer). Show the drainage and utility easements on the utility plan in order to confirm that adequate easements are proposed for the utilities in Blocks 2 and 3.

Grading Plan

1. *The proposed low-floor elevations need to be shown to determine if there's a conflict with the high-water elevations and emergency overflow elevations. This is of particular concern for Lots 4 -6, Block 2 and Lots 2 -4, Block 3. **This comment has been addressed.***
2. *Note the NWL and HWL of the stormwater basins on the plan. If these correspond to the "top" and "bot." elevations shown on the plan, then the elevations shown for "Stormwater Basin B" are incorrect. **This comment has been addressed.***
3. *The existing contours on Lot 6 Block 2 are not shown correctly: the 952 contour extends to the north and bisects the 953, 954 and 955 contours.*

This comment has been addressed

4. *The proposed 954 and 956 contour tie into the same existing contour on Lot 6, Block 2. **This comment has been addressed***
5. *The proposed 952 contour at "Stormwater Basin B" ties into itself and there's no tie into the existing 952 contour on Lot 6, Block 2. **This comment has been addressed.***
6. *Proposed retaining walls should be shown on the plans. Several lots will require retaining walls which will cross property lines and in my experience, residents are best served if these walls are owned and maintained by an HOA. **This comment no longer applies.***
7. *Label more of the proposed contours.*
8. *It would be easier to read the grading plan if the existing grading was changed to 2' contour intervals.*
9. *A thorough QA/QC on the grading plan is needed to ensure that the proposed grades tie into existing. For example:*
 - a. *The proposed 967' and 968' contours north of the proposed 24-unit building tie into each other.*
 - b. *Near the northwest corner of the proposed 24-unit building, the existing 968' contour crosses the proposed 970' contour.*
 - c. *The existing 966' contour crosses the proposed 968' contour.*
 - d. *The existing 976' contour crosses the proposed 978' contour at Stormwater Basin D. Based on the current configuration of Stormwater Basin D correcting this will require regrading the hill down towards the 9 unit building.*
 - e. *The existing 950' contour crosses the proposed 950' contour on Lot 2 Block 3.*
 - f. *The existing 954' through 966' contours northeast of the proposed 12 unit building don't tie into a proposed contour.*

This comment has been addressed

10. *Provide detail on how drainage will be directed away from:*
 - a. *The proposed 9 and 12 unit buildings.*
 - b. *The low opening on Lot 1 Block 2*
 - c. *The homes between:*
 - i. *Lots 2 and 3 Block 1*
 - ii. *Lots 4 and 5 Block 1*
 - iii. *Lots 5 and 6 Block 1*

- iv. Lots 6 and 7 Block 1
- v. Lots 1 and 2 Block 2
- vi. Lots 2 and 3 Block 2
- vii. Lots 3 and 4 Block 2
- viii. Lots 4 and 5 Block 2
- ix. Lots 5 and 6 Block 2

This comment has been addressed

- 11. *Install drain tile stubs to lots that drain from the back to the front. This comment has been addressed*
- 12. *Install storm sewer in the rear yards of Lots 2 through 6 Block 2 and install inlets between Lots 2 and 3 and Lots 4 and 5. This comment has been addressed.*

Sanitary Sewer and Watermain

The following comments shall be incorporated in the final plan and profile utility plans:

- 1. *The watermain connection at CR 110 will require a 10" to 8" reducer.*
- 2. *In lieu of a 90° bend in the watermain at CR 110 and Halstead, install two, 45° bends.*
- 3. *The watermain connection at Cardinal Cove Drive will require the installation of an 8" x 8" x 8" tee and two, 8" gate valves. Comment Partially addressed. Only one 8-inch gate valve added*
- 4. *Where hydrants are installed, label all fittings: 8" x 6" tee, 6" lead, hydrant assembly. This comment has been addressed*
- 5. *Ensure that hydrants are installed at the high point(s) of the water system. Watermain elevations may need to be adjusted. This comment has been addressed*
- 6. *The watermain layout includes an interconnect with Mound. A meter is required at the interconnect and the agreement between Minnetrista and Mound needs to be amended. This comment has been addressed*
- 7. According to the City's GIS information the existing water service stub to the proposed 24-unit condominium building is 1" diameter, therefore the 6" C-900 service would require a wet tap. **This comment is not addressed, wet tap not called out.**
- 8. The sanitary sewer services for the proposed 24-unit condominium building and Lot 1, Block 2 should connect to the sewer pipe, not the manhole.
- 9. Identify potential conflicts between the proposed storm sewer and the sewer and water services to the lots.
- 10. Sewer and water on the south side of the proposed 12 unit building should be moved to the north so that they do not lie within the sideslopes of Basin C.
- 11. Watermain shall be extended within the entirety of the east-west portion of Halstead Avenue. **Comment not addressed.**
- 12. Install water services to the existing properties on the south side of Halstead Avenue. **Comment not addressed.**
- 13. Clarify details of removal/abandonment of existing sanitary sewer facilities from lots

Stormwater Management and Storm Sewer

1. *The City requires rate control for the 1-, 10-, and 100-year storm events. Calculations were submitted for the 2-year event, but not the 1-year event. Additionally, rate control is required at each discharge point; please provide a table for each discharge point (to west, to dry creek bed, to lake). **This comment has not been fully addressed. HydroCAD results for the 1-year event were included in 5/22/2025 resubmittal, but a rate control table, including all outflows, was not.***

The table below details the discharge rates at each location. Include a similar table if future submittals are needed in which the discharge rates change. This comment has been addressed.

Discharge Point	1-year (cfs)		10-year (cfs)		100-year (cfs)	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
To West (1E/N/A)	0.05	0	0.56	0	2.17	0
To Dry Creek Bed (6R/7R)	7.99	7.30	17.87	11.48	36.69	36.17
To Lake (5E/S5)	0.80	0.75	3.59	3.05	12.51	8.11

2. *Update the proposed pervious curve numbers/land uses in the HydroCAD model. No landscaping or restoration plan was provided, but "Open space, grass cover > 75%" is likely a better fit. **This comment has been addressed. The model has been updated to reflect a more accurate proposed condition pervious curve number.***
3. *Verify impervious areas are consistent between the narrative, plans, and Stormwater Report. For example:*
 - a. *The narrative states 3.7 acres (161,258 sf) of proposed impervious, however the HydroCAD model only includes 128,588 sf of impervious.*
 - b. *Drainage Area S3.1 has 9,966 sf of impervious modeled in HydroCAD, but building area on plans is 14,875 sf.*

This comment has not been addressed. The narrative states an impervious surface area of 4.52 acres. The post development site drainage summary describes an impervious area of approximately 5.0 acres.

This comment has been addressed.

4. *Include offsite drainage areas that drain though the site. For example: drainage area to the existing 18" CMP under CR 110 that will connect to proposed MH #13. **Offsite area has been included (6E/S6), however the pervious area is all modeled as woods or woods/grass combination, but a significant portion of the drainage area is row crops. Update HydroCAD to accurately model this increased runoff.***

This comment has been addressed.

- a. ***The lowest invert of Existing Basin A (Pond Node BA) should be 964.15, not 954.15.***

This comment has been addressed.

- b. *In proposed conditions, this Existing Basin (Pond Node BE) has a 12" vertical orifice at a 966.5 elevation. This increases the HWL on private property in all storm events, which is unacceptable.*

The developer has submitted a document indicating that the private landowners are amenable to the orifice. Please provide a document that is signed by the landowners and notes that the proposed conditions will result in an increase in water levels for the 100-year event (table below for reference). Provide documentation with the final plat submittal that MCWD and Hennepin County (due to road overtopping) approve this restriction. If approved, this area should be in a drainage and utility easement.

	HWL		
	1-year	10-year	100-year
Existing (Node BA)	966.62	969.58	970.30
Proposed (Node BE)	969.03	969.86	970.56

5. *The water quality volume provided can only be claimed for the area below the outlet in the infiltration basins. Provide HydroCAD stage-storage tables for each basin to verify water quality volumes. This comment has not been addressed. Stage-Storage tables not included with 10/20 submittal.*
6. *All new and reconstructed impervious areas should be routed to a BMP. Water quality volume provided can only be claimed for the area of impervious draining to that BMP.*
- a. *Pond B could claim water quality volume for the area below its outlet (between 950.0 and 951.8 per Comment #4), approximately 7,000 cf. However, only 9,966 sf of impervious area is routed to it in the HydroCAD model. Therefore, the allowable water quality volume would be 9,966 sf * 1 in / (12 in / 1 ft) = 830 cf. This comment has not been fully addressed. Additionally, modeled subbasin from Block 2 (Subbasin S3) shows the entire subbasin routed to "Stormwater Basin B" (Pond Node BB). Grading plan shows portions of impervious flow from Block 2 would be routed directly to Halstead Avenue, without proposed lot contours being shown.*

This comment has been partially addressed. However, it appears that drainage from Lots 5-6, Block 2 still flows to Halstead Ave and CBMH#1 and ultimately the Dry Creek Bed without any treatment.

7. *Infiltration basins must drawdown in 48 hours. Per the Minnehaha Creek Watershed District, drawdown times should be calculated as follows. Provide verification that the drawdown time is met for each basin.*

$$\text{Drawdown} = \frac{\text{treatment volume}}{\text{area of basin bottom}} * \frac{1}{\text{infiltration rate}}$$

Draw down times were stated in the comment response memo, but HydroCAD stage-storage tables are required to verify drawdown times. HydroCAD tables/ draw down not included in subsequent submittal.

8. *Submit storm sewer design calculations. Currently, storm sewer sizing, velocity, and inlet design flow cannot be verified. This comment has not been addressed. The City requires that calculations be submitted with preliminary plans. The calculations have been*

included. Pipe run between 13.2 to 13, 11.1 to 11, and 11 to 10 exceed maximum allowable pipe velocity. Pipe run between storm structure 7 and 6 is 394 feet.

- a. *Include manhole sizes; the oblique (~32-degree angle) between two 18-inch storm sewer pipes at STMH #3 requires a 96-inch diameter manhole to accommodate the pipes.*
 - i. **Oblique storm sewer angle (~60 degrees) at CBMH #13 requires 72-inch diameter structure**
 - ii. *Oblique storm sewer angle (~36 degrees) at CBMH #1 with 21-inch and 18-inch storm sewer pipes cannot be constructed with precast structure, due to required leg width. 24-inch and 21-inch pipe now proposed at structure at 45-degree angle. Proposed 72-inch structure does not have adequate leg width.*
- b. *Include sump elevations on plans. This comment has not been addressed.*

Comment addressed.

- 9. *Provide details for the outlet control structures. See the City Standard Plates (STO-12 and STO-13). The proposed structures may differ slightly given infiltration basins are proposed rather than ponds, but adhere to standards as much as possible.*
 - a. *MH #5 (OCS from Pond A) and MH #9 (OCS from Pond C): Minimum of 5' diameter due to weir wall with 6" orifice. Model top of weir wall in addition to orifice. Increase top grate size to 60".*
 - b. *MH #4 (OCS from Pond B): Minimum 4' diameter; increase grate size in HydroCAD to 48".*

This comment response memo indicates that these will be submitted with final plans. This is acceptable, however, please note the size requirements indicated above as they differ from what was stated in the comment response memo.

- 10. *What is the minimum opening of the proposed 9-unit condo building? Ensure it is at least 3 ft above the 100-year HWL of Pond C (976.95). **This comment has not been fully addressed. The minimum opening of proposed 9-unit building is currently shown as 973.00 the "Stormwater Basin D" 100-yr HWL is 975.85. See also comment #20.***

The minimum opening adjacent to the Stormwater Basin is stated as 980.0. This meets freeboard requirements.

- 11. *Is MH #13 a manhole or catch basin; does it receive overland drainage?*
 - a. *Verify the drainage area for Pond A. The storm sewer routing differs between the Civil Plans and the HydroCAD drainage area map. If the Civil Plans are accurate, the Pond A drainage area should not include the runoff that drains to MH#12 (or MH #13 if it's a drop inlet). **This comment has not been addressed. Previously labeled MH #13 has been renumbered to MH #19.***

This comment has not been fully addressed. MH#19 is an inlet, however the drainage area to it should be modeled separately from the drainage area to the culvert under CR 110 with the 15" orifice restriction.

- 12. *BMPs are labeled as stormwater ponds on the plans while they are designed as infiltration basins. **This comment has been addressed.***
- 13. *Redesign Pond A and/or its inlet. Currently, the 10-year HWL will back up approximately 87 feet in the storm pipe (toward Pond C). The 100-year HWL will back up farther and CBMHs*

#11-12 will be surcharged (water elevation exceeds rim elevations). This comment has been reasonably addressed. The 10-year HWL will back up approximately 60 feet in the pipe, however CBMHs will no longer surcharge in the 100-year event.

14. *A maintenance agreement with existing Lot 13 of Halsted Park is required for the proposed drainage outfall improvements. This comment is modified as follows: maintenance agreements with existing Lots 12 and 13 of Halsted Park are required for the proposed drainage outfall improvements. The maintenance agreement shall be drafted by the development team and is subject to review by City staff.*
15. *Submit the soil borings referenced on page five of the Stormwater Report. This comment has not been fully addressed. Soil boring logs and geotechnical report were included on the 5/9/2025 submittal but not the 5/22/2025 submittal. The boring and Geotech report is dated 1/22/2016. The soil borings performed in the report do not include a boring in the bottom of the stormwater basin B or D. While there are borings nearby, the geotechnical report states that due to historic mining and overburden fill replacement, the fill varies significantly across the site. With significant subsurface variation, the infiltration rates cannot be confirmed at the proposed infiltration basin locations without borings showing material type.*

Additionally, the soil borings near the bottom of basins A and C (SB-5 and SB-11 respectively) show a confining layer of sandy lean clay below the bottom of the proposed basins. Per the Minnesota Stormwater Manual, sandy lean clay is Hydrologic Soil Group D, which is not conducive to infiltration. BMPs shall be changed to filtration basins unless a field test of infiltration rates is completed per Minnesota Stormwater Manual guidelines ([https://stormwater.pca.state.mn.us/index.php?title=Infiltration design guideline - determining site infiltration rates](https://stormwater.pca.state.mn.us/index.php?title=Infiltration_design_guideline_-_determining_site_infiltration_rates)).

This comment has not been addressed. Provide details on the plans for the excavation required to remove the layers of sandy lean clay below the proposed bottoms of Basins A and C. Provide soil borings at the locations of Basins B and D.

16. *Storm sewer would need to be installed for the proposed private road in Outlot B. It seems this would change the drainage pattern (the private road would drain to "Stormwater Basin B") which may change the footprint of "Stormwater Basin B"). This comment has been addressed.*
17. *Provide existing and proposed drainage area maps, with aerials, that show the full extents of the drainage areas modeled. This comment has been addressed.*
18. *The storm sewer within Halstead Avenue should be aligned to maintain 10' horizontal separation from the watermain and crossings should occur at 90° wherever possible. This comment has been addressed.*
19. *Show the emergency overflow location (EOF) and elevation for each Stormwater Basin.*
- a. *Basin D presents a concern based on the steep grade that the EOF would discharge to, and inevitably be directed toward Lots 2 and 3 Block 3. This may require a piped emergency overflow*
 - b. *Ensure that the lowest opening elevations of adjacent structures are at least 1.0 foot above the EOF. If the EOFs are set approximately at the top of each basin, this requirement is not met for any of the proposed basins.*
 - c. *Demonstrate that the EOF has capacity to overflow water at an elevation below the lowest building opening at a rate not less than three times the 100-year peak discharge*

rate from the basin or the anticipated 100-year peak inflow rate to the basin, whichever is higher.

This comment has not been addressed. The EOF routes are shown however EOF capacities need to be analyzed per comment 20.c.

20. *Minimum building openings must be at least 3 feet above the 100-yr HWL of adjacent waterbodies, including stormwater/infiltration basins. These conditions are not met for any of the proposed basins. Alternatively, 2 feet will be allowed provided the following conditions are met:*

- a. Flood storage volume within the freeboard area is at least 50% of the flood storage volume below the 100-yr HWL; and*
- b. 25% outlet obstruction does not increase the 100-yr HWL by more than 1 foot; and*
- c. Adequate EOF from basin to provide assurance that 1 foot freeboard will be maintained for proposed low opening.*

Adequate separation between the building openings and HWLs has been provided. However, for Basins A and C, please provide a description and detail in the plans to keep the infiltrating stormwater from impacting the low floors and footings of the adjacent structures. This is of particular concern for Basin C and the structure on Block 3, Lot 2 as the low floor is proposed below the bottom of the infiltration basin.

21. Lawn and landscape irrigation systems within the development cannot be connected to city water per Section 500.31 Subd. 4 of City Code. The lawn and landscape irrigation needs of the development can be served by the installation of a separate irrigation system supply pipes connected to the storm water ponds.

This comment has not been addressed.

22. The pipe cover between CBMH 3 and CBMH 4 appears to be less than allowable, 2.5 ft.

23. Storm sewer profile run from MH#2 to CBMH#1 not included in profiles.

24. Storm sewer plan and profiles from Lot 1 Eastern 9-unit and 4-unit buildings/parking lot not included. Inlet upstream of CBMH #16 not included in plan/profile.

25. Include plan note to tie three pipe sections upstream of FES outlets.

Sincerely,

WSB



Alyson Fauske, P.E. (MN)
(612) 263-1736
afauske@wsbeng.com

CITY OF MINNETRISTA

CITY COUNCIL AGENDA ITEM



Subject: Approve AE2S Task Orders for the Woodland Cove Water Treatment Plant Construction Observation and SCADA Services

Prepared By: Jasper Kruggel, City Administrator
Gary Peters, Public Works Director

Meeting Date: November 17, 2025

Issue:

On October 6, 2025, the City Council accepted bids and awarded a contract with Magney Construction for the construction of the new Woodland Cove Water Treatment Plant (WTP) – City Project 60-25. There is a need for professional construction oversight and coordination services, as well as Supervisory Control and Data Acquisition (SCADA) system installation and programming services for this project

Background/History:

Staff requested a proposal for professional services for the construction observation of the Woodland Cove WTP, and AE2S has provided the attached Task Order No. 18. This includes services for the construction administration phase, the construction project representation phase, and the post construction phase. Please see the attached task order for a complete breakdown of services.

The new Woodland Cove WTP will also require the SCADA system to be installed and programmed. This is the brains of the WTP and not only keeps the plant running at top efficiency but also notifies City Staff of any issues. When the first two WTPs were constructed in the city, this service was included in the bid request as our water engineering group at that time did not do this in house. AE2S provides this service in-house and is currently our SCADA services provider, and staff requested a proposal for professional programming and start up services for the new Woodland Cove WTP, as well as upgrades to the city’s present SCADA hardware and software systems. AE2S has provided the attached SCADA Task Order No. 4. Please see the attached task order for a complete breakdown of services.

Overview:

Staff is recommending Council approve the attached resolutions of the proposal for professional services with AE2S for the construction observation and SCADA services.

Fiscal Impact:

The construction observation and SCADA services provided by AE2S will be financed in conjunction with the WTP building bond. The construction observation Task Order No. 18 is at a cost not to exceed \$1,480,496.00; and the SCADA services Task Order No.4 is at a cost not to exceed \$466,908.00.

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.

Recommended City Council Action:

Motion approving Resolution No. 101-25 for AE2S Task Order No. 18 for construction observation services as stated in said task order for the new Woodland Cove WTP at a cost not to exceed \$1,480,496.00.

Motion approving Resolution No. 102-25 for AE2S SCADA Task Order No. 4 for SCADA services as stated in said task order for the new Woodland Cove WTP at a cost not to exceed \$466,908.00.

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. 18

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: October 20, 2025
- b. Owner: City of Minnetrista
- c. Engineer: Advanced Engineering and Environmental Services, LLC
- d. Specific Project (title): Woodland Cove Water Treatment Plant Construction Services
- e. Specific Project (description): Provide Professional Consulting Services to the Owner for the Construction of the Woodland Cove Water Treatment Plant. The project generally includes the following services: Construction Administration Phase, Construction Resident Project Representative (RPR) Phase, and Post Construction Phase.

2. Services of Engineer

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

Phase 060 – Construction Administration Phase Services:

1. Task 101 – Prepare and Execute Contract Documents, Notice of Award, and Notice to Proceed

- a. Coordinate signing and finalization of contract documents between Owner and Contractor.
- b. Create and distribute Notice of Award and Notice to Proceed to Contractor.
- c. Create and distribute conformed to bid drawing and specification packets incorporating addendum items.

2. Task 102 – Pre-Construction Conference

- a. Organize and participate in a pre-construction conference prior to commencement of Work at the Site.

3. Task 103 – Construction Staking Coordination

- a. *Baselines and Benchmarks:* Coordinate the establishment of baselines and benchmarks for locating the work which in Engineer's judgment are necessary to enable Contractor to proceed. Owner to contract directly with survey consultant for surveying services.

4. Task 104 – Process Design Narrative Development

- a. Create a written description outlining normal operating conditions of the water treatment plant. Description shall include the major process equipment including:
 - 1) Aerator,
 - 2) Filter Normal Operation,
 - 3) Filter Normal Backwash Operation,
 - 4) High Service Pumps,
 - 5) Well Pumps, and
 - 6) Backwash Reclaim Normal Operation.
- b. Review final process design narrative with Owner and Instrumentation and Controls (I&C) team.

5. Task 105 – Construction Progress Meetings

- a. Schedule, lead, and attend construction progress meetings with the Contractor and Owner.
- b. Create meeting agenda and distribute meeting minutes following the construction progress meeting.
- c. Construction progress meetings assumed to be held no more than on a bi-weekly basis.

6. Task 106 – Shop Drawing and Submittal Review

- a. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- b. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- c. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents,

text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

7. Task 107 – Coordinate Change Orders, RFIs, and Field Orders

- a. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
- b. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
- c. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- d. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
- e. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

8. Task 108 – Review Construction Schedules (Bi-weekly Schedules):

- a. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

9. Task 109 – Processing Partial Pay Applications

- a. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - 1) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs

stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- 2) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

10. Task 110 – Construction Administration

- a. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

- b. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
- c. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for Substantial completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.
- d. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Claims, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- e. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Construction Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

11. Task 111 – Coordinate and Review Inspections and Tests

- a. *Inspections and Tests:*
 - 1) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- 2) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - 3) Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- b. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - c. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. Task 112 – As-Built Survey Work and Coordination

- a. Work with Contractor and Contractor's Surveyor to receive as-built survey data from Contractor.
- b. Review final as-built survey data for accuracy.

13. Task 113 – Substantial Completion Punchlist

- a. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

14. Task 114 – Final Completion Review and Walkthrough

- a. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

15. Task 115 – Record Drawings

- a. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
- b. Review annotated record documents received from Contractor and determine if annotated record documents are acceptable.

16. Task 116 – O&M Manual

- a. Review O&M Manual provided by contractor for spec compliance.

Phase 061 – Construction RPR Phase Services:**1. Task 201 – Resident Project Representative (RPR) Services**

- a. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
- b. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
 - 1) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - 2) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the

Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

Phase 080 – Post Construction Phase Services:

1. Task 301 – Commissioning Services

- a. As Basic Services, Engineer shall:
 - 1) Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 - 2) Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 - 3) Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
 - 4) Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

2. Task 302 – Project Close-Out (IC-134, Tax Documents, File Transfer, etc.)

- a. Obtain and review final pay application and necessary tax documentation from Contractor. Together with Owner, determine if final payment is warranted to be made to the Contractor.
- b. Provide to Owner a closeout folder with record drawings, project related pictures, construction observation notes, meeting minutes, special inspection testing reports, Contractor payment applications, change orders, lien waivers, completion forms, submittals, O&M manuals, and applicable certifications from contractor, manufacturers, and suppliers.

3. Task 303 – 1-Year Warranty Inspection

- a. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
 - 1) Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work,

if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

- 2) Together with Owner, visit the Project within one month before the end of the Construction Contract’s correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- b. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Task Order, will terminate twelve (12) months after the commencement of the Construction Contract’s correction period.
- B. Resident Project Representative (RPR) Services
 - Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.
- C. 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:

Substantial Completion:	January 31, 2028
Final Completion:	July 1, 2028
All work to be completed by:	December 31, 2028

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
Construction Services		
Phase 060 – Construction Administration	\$ 801,332	Hourly
Phase 061 – Construction RPR*	\$ 592,200	Hourly

Phase 080 – Post Construction	\$ 86,964	Hourly
TOTAL COMPENSATION	\$ 1,480,496	

* Assumes 25 hours a week through a continuous construction period of 24 month through substantial completion and 20 hours a week for a 5 month construction period between substantial completion and final completion.

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:

a. EAPC Architects and Engineers

8. Other Modifications to Agreement and Exhibits: None

9. Attachments:

a. Task Hour Fee Schedule

b. 2025 Hourly Fee and Expense 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 October 20, 2025.

OWNER:
City of Minnetrista

By: _____

Print name: Lisa Whalen

Title: Mayor

Date Signed: November 17, 2025

ENGINEER:
Advanced Engineering and Environmental Services,
LLC

By: Grant L. Meyer
Grant L. Meyer (Oct 15, 2025 11:11:42 CDT)

Print name: Grant L. Meyer

Title: Chief Executive Officer

Date Signed:
Oct 15, 2025

**DESIGNATED REPRESENTATIVE FOR
TASK ORDER:**

Name: Gary Peters

Title: Public Works Director

Address: 7701 County Road 110 West
Minnetrista, MN 55364

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

Phone: 952.446.1660

**DESIGNATED REPRESENTATIVE
FOR ORDER:**

Name: Aaron Vollmer, PE

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: (612) 719-5015

[illegible]

Minnetrista Woodland Cove WTP Project		Valued by		Monitor	Assessment	Repayments	Landfill PE	Pilot	Staff	Mechanical PE	Staff	Staff	Staff	Structural PE	Chem	Structural PE	Structural PE	Staff							
		PM	PM/CA	Comm. Code	Personal Tech		Child Lead	Child Staff	Cost Tech	Electrical Lead	Electrical Staff	Electrical Tech	ISC Lead	Structural Lead	Structural Staff	Structural Tech	Admin								
2025 Billing Rate		1	294	5	195	5	146	5	115	5	209	5	168	5	179	5	169	5	201	5	146	5	147		
2026 Billing Rate assumed rate 5% increase		1	308	5	204	5	153	5	121	5	219	5	175	5	187	5	173	5	213	5	154	5	162		
2027 Billing Rate assumed rate 5% increase		1	322	5	213	5	161	5	128	5	229	5	183	5	195	5	180	5	224	5	161	5	170		
2028 Billing Rate assumed rate 5% increase		1	337	5	223	5	169	5	135	5	240	5	189	5	207	5	188	5	235	5	167	5	178		
Construction 2025 Assets (2025 Billing Rate Schedule)		58	381	102	52	46	4	84	46	14	52	14	26	5	14	27	5	26	4	783	137,196	\$0	\$0	137,196	
151	Construction Meetings (1% Allowance each as Requested w/ bi-weekly and Meeting Fee)	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	
152	Shop Drawing and Submittal Review	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
153	Change Orders, RFIs, Field Orders	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
154	Review Construction Schedule (Bi-weekly Schedule)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
155	Processing Partial and Final Pay Applications (Monthly Pay App)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
156	Construction Admin (2025 Construction Season)	12	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	
157	Coordinate and Review Inspections and Tests	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
158	As-Built Survey Work and Coordinates	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
159	Seasonal Completion Purposes	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
160	Final Completion Review and Walkthrough	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
161	Record Drawings	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
162	DBM Manuals	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
Task 2025 - Construction (2025 Billing Rate Schedule)		58	381	102	52	46	4	84	46	14	52	14	26	5	14	27	5	26	4	783	137,196	\$0	\$0	137,196	
201	Part Time Construction Observation (2025 Construction Season)	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	
202	Part Time Construction Observation (2026 Construction Season)	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	
203	Part Time Construction Observation (2027 Construction Season)	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	
204	Part Time Construction Observation (2028 Construction Season)	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	
Task 2026 - Post Construction Phase Services (2026 Billing Rate Schedule)		12	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	
205	Commissioning Services	12	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	
206	Project Close Out (FC, I&A, Tax Documents, etc.)	12	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	
207	1 Year Warranty Inspection	12	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	112	
Estimated Subtotal Hours for 2026 Staff		11	393	112	52	52	11	112	52	14	52	14	26	5	14	27	5	26	4	783	137,196	\$0	\$0	137,196	
Estimated Labor and Expenses for 2026 Staff		\$ 111,522.0	\$ 96,207.0	\$ 74,566.0	\$ 65,282.0	\$ 111,522.0	\$ 74,566.0	\$ 65,282.0	\$ 111,522.0	\$ 74,566.0	\$ 65,282.0	\$ 111,522.0	\$ 74,566.0	\$ 65,282.0	\$ 111,522.0	\$ 74,566.0	\$ 111,522.0	\$ 96,207.0	\$ 74,566.0	\$ 65,282.0	\$ 111,522.0	\$ 96,207.0	\$ 74,566.0	\$ 111,522.0	
		11/11/25	11/11/25	11/11/25	11/11/25	11/11/25	11/11/25	11/11/25	11/11/25	11/11/25	11/11/25	11/11/25	11/11/25	11/11/25	11/11/25	11/11/25	11/11/25	11/11/25	\$1,450,406	\$0	\$0	\$1,450,406	\$0	\$0	\$1,450,406

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

2025 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	\$70.00	IT 1	\$140.00
Administrative 2	\$85.00	IT 2	\$189.00
Administrative 3	\$99.00	IT 3	\$232.00
Communications Specialist 1	\$113.00	Land Surveyor Assistant	\$103.00
Communications Specialist 2	\$132.00	Land Surveyor 1	\$124.00
Communications Specialist 3	\$152.00	Land Surveyor 2	\$150.00
Communications Specialist 4	\$183.00	Land Surveyor 3	\$169.00
Communications Specialist 5	\$202.00	Land Surveyor 4	\$186.00
		Land Surveyor 5	\$205.00
Construction Services 1	\$135.00	Operations Specialist 1	\$108.00
Construction Services 2	\$165.00	Operations Specialist 2	\$135.00
Construction Services 3	\$183.00	Operations Specialist 3	\$167.00
Construction Services 4	\$203.00	Operations Specialist 4	\$191.00
Construction Services 5	\$224.00	Operations Specialist 5	\$214.00
Engineering Assistant 1	\$91.00	Project Coordinator 1	\$125.00
Engineering Assistant 2	\$107.00	Project Coordinator 2	\$140.00
Engineering Assistant 3	\$135.00	Project Coordinator 3	\$156.00
Engineer 1	\$146.00	Project Coordinator 4	\$172.00
Engineer 2	\$175.00	Project Coordinator 5	\$194.00
Engineer 3	\$205.00	Project Manager 1	\$221.00
Engineer 4	\$237.00	Project Manager 2	\$242.00
Engineer 5	\$254.00	Project Manager 3	\$259.00
Engineer 6	\$269.00	Project Manager 4	\$274.00
Engineering Technician 1	\$90.00	Project Manager 5	\$293.00
Engineering Technician 2	\$113.00	Project Manager 6	\$307.00
Engineering Technician 3	\$136.00	Sr. Designer 1	\$192.00
Engineering Technician 4	\$152.00	Sr. Designer 2	\$213.00
Engineering Technician 5	\$174.00	Sr. Designer 3	\$229.00
Financial Analyst 1	\$121.00	Sr. Financial Analyst 1	\$227.00
Financial Analyst 2	\$137.00	Sr. Financial Analyst 2	\$248.00
Financial Analyst 3	\$165.00	Sr. Financial Analyst 3	\$269.00
Financial Analyst 4	\$180.00	Technical Expert 1	\$348.00
Financial Analyst 5	\$201.00	Technical Expert 2	Negotiable
GIS Specialist 1	\$113.00		
GIS Specialist 2	\$137.00		
GIS Specialist 3	\$162.00		
GIS Specialist 4	\$181.00		
GIS Specialist 5	\$202.00		
I&C Assistant 1	\$108.00		
I&C Assistant 2	\$134.00		
I&C 1	\$160.00		
I&C 2	\$189.00		
I&C 3	\$213.00		
I&C 4	\$226.00		
I&C 5	\$237.00		

Reimbursable Expense Rates

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
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	\$291.00/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.

AE2S Project No.: P05355-2024-010

Task Order No. 4

In accordance with the Task Order Letter Agreement Between CLIENT and AE2S for Professional Instrumentation and Control (I&C) Services, dated September 4, 2024 ("Agreement"), CLIENT and AE2S agree as follows:

1. Background Data

- a. Effective Date of Task Order: October 15, 2025
- b. CLIENT: City of Minnetrista
- c. AE2S: Advanced Engineering and Environmental Services, LLC (AE2S)
- d. Specific Project (title): Woodland Cove Water Treatment Plant (WTP) Supervisory Control and Data Acquisition (SCADA) Programming
- e. Specific Project (description): Provide Professional Programming Services to upgrade the SCADA computers and application, as well as SCADA programming and startup services for the new Woodland Cove WTP.

2. Services of AE2S

A. The specific services to be provided or furnished by AE2S under this Task Order are as follows:

1. SCADA Programming Services

- a. The SCADA Programming Services consist of professional programming services for the Programmable Logic Controllers (PLCs), Operator Interface Terminals (OITs), networking equipment, radio equipment, SCADA software, and computer hardware related to the Assignment, including:
 - i. Coordination with Owner and Contractor to have SCADA computer hardware and software components purchased via allowance in accordance with the WTP Project.
 - ii.Coordination with Owner IT contractor for networking related architecture and services.
 - iii.Programming PLC, OIT, and communications equipment for:
 - 1. One (1) Water Treatment Plant (WTP) Main Supervisory Control Panel (SCP) for:
 - a. Well control (Wells 8 & 9)
 - b. One (1) Aerator
 - c. Two (2) Detention Tanks
 - d. Backwash System
 - i. One (1) Air Blower

- ii. One (1) Backwash Pump
 - iii. One (1) Backwash Pumping Chamber
 - iv. Two (2) Backwash Tanks
- e. Four (4) High Service Pumps
- f. Two (2) Clearwells
- g. Reclaim System
- h. Chemical treatment
 - i. Fluoride
 - ii. Chlorine
 - iii. Ortho/Polyphosphate
- iv. Programming PLC and communications equipment for:
 - 1. One (1) Filter Control Panel (FCP)
 - a. Monitoring and controlling four (4) gravity filters
- v. Review field Input/Output (I/O) scheme for proper operation, provide I/O checkout, and verify proper operation and control of WTP SCP and FCP system components.
- vi. Networking switch configuration for new WTP networking equipment, including two (2) 48-port managed switches, two (2) 6-port managed switches, and eleven (11) wireless access points
- vii. Radio configuration and radio link/path testing from Woodland Cove WTP to existing master radio at water tower, updating existing telemetry programming to add Woodland Cove WTP data mapping
- viii. Installing operation system, SCADA software, and configuring computer hardware for:
 - 1. Two (2) Redundant SCADA servers
 - 2. One (1) Historian server
 - 3. Secure remote SCADA access, in coordination with Owner IT staff
 - 4. Four (4) SCADA workstations
 - 5. Two (2) Methods of Alarm notification
 - 6. Compliance and operational reporting
- ix. SCADA Software Programming
 - 1. Modify existing SCADA application for addition of new Woodland Cove WTP monitoring and control, including the following anticipated 3D Revit process control screen exports:
 - a. WTP Main Overview

- b. Raw Water
 - c. Filters (x4)
 - d. Backwash
 - e. High Service
 - f. Fluoride
 - g. Chlorine
 - h. Ortho/Polyphosphate
- 2. Modify existing SCADA application to add functionality for redundancy
 - a. A new set of computers/servers will be developed and put online in parallel with existing SCADA computers, which will remain active and usable during transition to new application
 - b. Existing application will be upgraded to the latest AVEVA System Platform version available and operable at the time of startup
- x.Decommissioning of the existing SCADA system
 - 1. Existing server(s) and software
 - 2. System transition verification and support for sites being demolished at end of project
- xi. Commission, test, demonstrate operation for all new SCADA programming.
- xii. SCADA system and site/process operational training

3. Task Order Schedule

- A. The parties shall meet the following schedule:

<u>Phase</u>	<u>Estimated Completion Date</u>
Woodland Cove WTP SCADA Programming	May 2028

4. Payments to AE2S

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

Description	Hrs	Fee
SCADA Programming Services	2,132	\$466,908.00
TOTAL	2,132	\$466,908.00

5. Attachments:

- 2025 Hourly Fee and Expense Schedule

Execution of this Task Order by CLIENT and AE2S shall make it subject to the terms and conditions of the Agreement, which Agreement is incorporated by this reference. AE2S is authorized to begin performance upon its receipt of a copy of this Task Order signed by CLIENT.

The Effective Date of this Task Order is October 15, 2025.

CLIENT:	AE2S:
By: _____	By: <u>Brian R. Bergantine</u> Brian R. Bergantine (Oct 15, 2025 16:44:12 CDT)
Print Name: <u>Lisa Whalen</u>	Print Name: <u>Brian R. Bergantine</u>
Title: <u>Mayor</u>	Title: <u>Project Quality Director</u>
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: <u>Gary Peters</u>	Name: <u>Anthony Pittman</u>
Title: <u>Public Works Director</u>	Title: <u>Lead I&C Specialist</u>
Address: <u>7701 County Rd 110 W Minnetrista, MN 55364</u>	Address: <u>6901 E Fish Lake Rd, Suite 184 Maple Grove, MN 55369</u>
E-Mail Address: <u>garypeters@ci.minnetrista.mn.us</u>	E-Mail Address: <u>Anthony.Pittman@AE2S.com</u>
Phone: <u>952-241-2532</u>	Phone: <u>763-463-5036</u>

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

2025 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	\$70.00	IT 1	\$140.00
Administrative 2	\$85.00	IT 2	\$189.00
Administrative 3	\$99.00	IT 3	\$232.00
Communications Specialist 1	\$113.00	Land Surveyor Assistant	\$103.00
Communications Specialist 2	\$132.00	Land Surveyor 1	\$124.00
Communications Specialist 3	\$152.00	Land Surveyor 2	\$150.00
Communications Specialist 4	\$183.00	Land Surveyor 3	\$169.00
Communications Specialist 5	\$202.00	Land Surveyor 4	\$186.00
		Land Surveyor 5	\$205.00
Construction Services 1	\$135.00	Operations Specialist 1	\$108.00
Construction Services 2	\$165.00	Operations Specialist 2	\$135.00
Construction Services 3	\$183.00	Operations Specialist 3	\$167.00
Construction Services 4	\$203.00	Operations Specialist 4	\$191.00
Construction Services 5	\$224.00	Operations Specialist 5	\$214.00
Engineering Assistant 1	\$91.00	Project Coordinator 1	\$125.00
Engineering Assistant 2	\$107.00	Project Coordinator 2	\$140.00
Engineering Assistant 3	\$135.00	Project Coordinator 3	\$156.00
Engineer 1	\$146.00	Project Coordinator 4	\$172.00
Engineer 2	\$175.00	Project Coordinator 5	\$194.00
Engineer 3	\$205.00	Project Manager 1	\$221.00
Engineer 4	\$237.00	Project Manager 2	\$242.00
Engineer 5	\$254.00	Project Manager 3	\$259.00
Engineer 6	\$269.00	Project Manager 4	\$274.00
Engineering Technician 1	\$90.00	Project Manager 5	\$293.00
Engineering Technician 2	\$113.00	Project Manager 6	\$307.00
Engineering Technician 3	\$136.00	Sr. Designer 1	\$192.00
Engineering Technician 4	\$152.00	Sr. Designer 2	\$213.00
Engineering Technician 5	\$174.00	Sr. Designer 3	\$229.00
Financial Analyst 1	\$121.00	Sr. Financial Analyst 1	\$227.00
Financial Analyst 2	\$137.00	Sr. Financial Analyst 2	\$248.00
Financial Analyst 3	\$165.00	Sr. Financial Analyst 3	\$269.00
Financial Analyst 4	\$180.00		
Financial Analyst 5	\$201.00		
GIS Specialist 1	\$113.00	Technical Expert 1	\$348.00
GIS Specialist 2	\$137.00	Technical Expert 2	Negotiable
GIS Specialist 3	\$162.00		
GIS Specialist 4	\$181.00		
GIS Specialist 5	\$202.00		
I&C Assistant 1	\$108.00		
I&C Assistant 2	\$134.00		
I&C 1	\$160.00		
I&C 2	\$189.00		
I&C 3	\$213.00		
I&C 4	\$226.00		
I&C 5	\$237.00		

Reimbursable Expense Rates

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
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	\$291.00/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. 101-25

RESOLUTION APPROVING AE2S TASK ORDER NO. 18 FOR
CONSTRUCTION OBSERVATION SERVICES AS STATED IN SAID TASK
ORDER FOR THE NEW WOODLAND COVE WATER TREATMENT PLANT
(CITY PROJECT 06-25)

WHEREAS, AE2S has provided Task Order No. 18 outlining the professional construction observation services to be provided.

WHEREAS, the cost of said construction services stated in AE2S Task Order No. 18 are not to exceed \$1,480,496.00.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that an agreement has been made between the City AE2S to provide professional construction services for the new Woodland Cove Water Treatment Plant (City Project No. 06-25).

This resolution was adopted by the City Council of the City of Minnetrista on the 17th day of November 2025, by a vote of _____ Ayes and _____ Nays.

Mayor Lisa Whalen

ATTEST:

Ann Meyerhoff
City Clerk

RESOLUTION NO. 102-25

**RESOLUTION APPROVING AE2S SCADA TASK ORDER NO. 4 FOR SCADA SERVICES AS STATED IN SAID TASK ORDER FOR THE NEW WOODLAND COVE WATER TREATMENT PLANT
(CITY PROJECT 06-25)**

WHEREAS, AE2S has provided SCADA Task Order No. 4 outlining the professional SCADA services to be provided.

WHEREAS, the cost of said SCADA services stated in AE2S SCADA Task Order No. 4 are not to exceed \$466,908.00.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that an agreement has been made between the City AE2S to provide professional SCADA services for the new Woodland Cove Water Treatment Plant (City Project No. 06-25).

This resolution was adopted by the City Council of the City of Minnetrista on the 17th day of November 2025, by a vote of _____ Ayes and _____ Nays.

Mayor Lisa Whalen

ATTEST:

Ann Meyerhoff
City Clerk