



MAY 5, 2025 CITY COUNCIL MEETING AGENDA

**May 05, 2025 at 7:00 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 Allie Polsfuss, 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

3) PERSONS TO BE HEARD

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

4) CONSENT AGENDA

- a)** Approve Work Session Meeting Minutes from April 21, 2025
- b)** Approve City Council Regular Meeting Minutes from April 21, 2025
- c)** Approve 2025-2026 Liquor License Renewals
- d)** Res. No. 44-25 Approve Claims
- e)** Res. No. 45-25 Approving Grant of Easement to North States Power Company
- f)** Res. No. 46-25 Approving Conditional Use Permit for Bruce Thomas Revocable Trust at 5810 Hardscrabble Circle
- g)** Res. No. 47-25 Approving West Metro Drug Task Force Agreement

5) PUBLIC HEARINGS

6) BUSINESS ITEMS

- a)** Res. No. 48-25 Approve Task Order 11 for Design and Bidding Services and Authorize Preparation of Feasibility Report for the 2026 Street Improvement Project, City Project No. 01-26

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.



APRIL 21, 2025 CITY COUNCIL WORK SESSION MINUTES

April 21, 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.

2) DISCUSSION ITEMS

a) City Council Closed Session - Active Litigation

Council went into closed session at 5:02 p.m.

Motion by Council Member Lacy, seconded by Council Member Govern to exit closed session at 5:41 p.m.

b) Highway 7 Corridor Study - Presentation of Alternatives

City Engineer Fauske explained that MnDOT completed a study of Hwy 7 Corridor to: Understand the transportation needs of all users, Identify opportunities for future improvements, establish a shared vision for improvement concepts among study partners and Develop and evaluate these concepts to inform the design of facilities that will be upgraded as part of a 2029 pavement resurfacing project in the corridor.

She presented three alternatives that are being brought forward from the latest study for discussion.

- No Build (Current Conditions)
- Access Controlled – Roundabout Corridor
- Access Controlled 0 Non-Traditional Intersections

Conversations need to be had with emergency services for response time.

MnDOT right now is asking for Council feedback. The point of this presentation was for Council to see this before it went public.

Council had a discussion about the pros and cons of each alternative.

c) Fire Department Joint Powers Agreement (JPA) Update

City Administrator Kruggel shared that there have been a series of meetings that have started talks about the formula to determine who pays for what.

Mayor Whalen and Councilmember Reffkin shared the different details that include market value and call time. They stated that they hope Council will agree that Minnetrista is completely against a hundred percent market value and will not agree to those terms.

Council Member Reffkin came up with an alternative that she shared:

- 25% call volume and 75% market value the first year which would result in a 2.61% levy hit the first year
- Reduce until it is eventually down to 50-50 split and hold firm

d) Residential Chickens (Hens) Discussion

Community Development Director Abel shared that Staff and City Council have heard recently from residents and a councilmember that there is interest in residential chickens. Currently, city code includes chickens in the definition for farm animals. Farm animals are currently only allowed in agriculture and agriculture preserve zoning districts or on a residential lot of at least 10 acres.

If the City Council were to consider allowing residential chickens (hens), adding language to the exceptions to allow a certain number, as determined by the City Council of chickens in residential districts would be needed.

Abel added that many of the City's residential neighborhoods are also governed by a homeowner's association. City code does not supersede any HOA covenants. If HOA covenants do not allow for chickens, then a resident in that neighborhood would not be allowed to have chickens.

Council had a discussion about what it would entail to allow chickens in residential neighborhoods including lot size and number of chickens.

Mayor Whalen asked Council if anyone was interested in allowing chickens with a lot of regulations or limitations. Councilmember Govern and Lacy said yes and Councilmember Vickery and Reffkin said no.

Administrator Kruggel responded that he thinks staff can give Council a kind of a dichotomy of wanting this or that. He advised staying away from putting an acreage number on it because it becomes problematic.

Mayor Whalen gave direction to staff to bring back some information based on what they've heard and based on their knowledge and bring this item back to the next work session.

e) City Council and Commissions Code of Conduct

Item was moved to the May 5th Work Session due to time.

3) ADJOURNMENT

Motion by Council Member Vickery, seconded by Council Member Reffkin to adjourn the meeting at 6:49 p.m.



APRIL 21, 2025 CITY COUNCIL MEETING MINUTES

**April 21, 2025 at 7:00 PM
7701 County Road 110 West Minnetrista, MN 55364**

1) CALL TO ORDER

Mayor Whalen called the meeting to order at 7:02 p.m.

- 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 Allie Polsfuss, Director of Public Works Gary Peters and City Clerk Ann Meyerhoff Consultants: City Attorney Sarah Sonsalla, Kennedy & Graven and City Engineer Alyson Fauske, WSB Engineering
- c) Approval of Agenda
Motion made by Councilmember Lacy, Seconded by Councilmember Govern.
Voting Yea: Mayor Whalen, Councilmember Reffkin, Councilmember Vickery, Councilmember Lacy, Councilmember Govern

2) SPECIAL PRESENTATIONS

- a) 1st Quarter 2025 Financial Update
Finance Director Grimm presented the 1st quarter 2025 financial update

3) PERSONS TO BE HEARD

Paul Lange, 6700 Woodedge Rd, stated to Council that the road where he lives is just a mess with potholes and dust and would like to look into what it would take to get it paved.

Mayor Whalen said that the residents would have to be assessed, and it could be 10-12 thousand. The City will have to check with City Engineer and get a high-level estimate to know if it fusible. It would not done until 2027 with everything that is already approved for 2025 & 2026.

Mr. Lange expressed that he would like to see what the possible assessment would be so that he and his neighbors can prepare for it.

Jasper inserted that we would get estimates and talk about it during a CIP meeting. Mayor Whalen said she would like to see it at a work session maybe in August or September.

4) CONSENT AGENDA

- a) Approve Work Session Meeting Minutes from April 7, 2025
- b) Approve City Council Regular Meeting Minutes
- c) Approve conditional Offer of Employment for Police Officer Melissa Robbins

d) ~~Approve Plans and Specifications and Authorize Advertisement of Bids for the Security Camera System Project~~

e) Res. No. 42-25 Approve Claims

Council member Reffkin requested Item 4d to be removed from the Consent Agenda for further discussion.

Motion made by Councilmember Reffkin, Seconded by Councilmember Vickery to approve the Consent Agenda with item 4d removed.

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

Council member Reffkin questioned the price of the equipment and why are we just going with what USA Security is giving us and not letting the vendors come in with bid.

Administrator Kruggel explained that we are going with the camera systems that we already use for cost and the police are very familiar with this system.

Chief Squires stated that the current system stores video that they are familiar with when downloading information to for attorneys and data requests.

Kruggel added that we are retrofitting our existing system so that is why we chose to stay with this system but if Council wants to get a whole new system we can definitely do that. He expressed that he thinks it would most likely be more expensive and would like to see hiring somebody to facilitate the bidding process that is more of a camera expert.

Council Member Reffkin stated that she would like to see other options from different companies.

City Attorney Sonsalla added that with the project being over \$175,000 it is required to competitively bid it. That means we can have somebody write the specs and they can write them very specifically or more broadly, but whatever comes back we have to take the lowest bidder which may not be the best choice.

Jasper takes the police input because they are the ones that use it the most.

Mayor Whalen instructed staff to find out how much it will cost to hire someone to put together a bid package and bring it back to the next work session in May.

5) PUBLIC HEARINGS

6) BUSINESS ITEMS

a) Res. No. 43-25 Opposition to HF 4124 and SF 4689 - Homeowners Association Reform Bills

Administrator Kruggel summarized Resolution 43-25 stating that the City of Minnetrista is in opposition to these bills which propose reforms to homeowners associations and common interest communities and recommended formalizing this stance through the resolution.

Motion made by Councilmember Govern, Seconded by Councilmember Lacy to approve Res. No. 43-25 Opposition to HF 4124 and SF 4689 – Homeowners Association Reform Bills.

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

7) ADMINISTRATIVE ITEMS

a) Staff Reports

b) Council Reports

i) Mayor Lisa Whalen

- State of the City Address – May 29th
- Recycle Day – May 3rd
- Trista Day – May 17th
- Bus Tour – June 3rd

ii) Cathleen Reffkin

iii) Claudia Lacy

- Police Chief of Orono gave a presentation on distractive driving because of cell phones. Orono has cameras that track this.

iv) Peter Vickery

- Second treatment for Whaletail has been postponed until 2026

v) Brian Govern

8) ADJOURNMENT

Motion made by Councilmember Reffkin, Seconded by Councilmember Lacy to adjourn the meeting at 8:02 p.m.

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

Respectfully submitted,

Ann Meyerhoff, City Clerk

CITY OF MINNETRISTA
CITY COUNCIL AGENDA ITEM



Subject: Liquor License Renewal Applications
Prepared By: Ann Meyerhoff, City Clerk
Meeting Date: May 5, 2025

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

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

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

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

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

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

No. 2
Fee \$ 240.00



City Minnetrista Section 4, Item c)
County Hennepin

OFF SALE LIQUOR LICENSE

THIS CERTIFIES THAT:

LICENSEE The Cove Wine & Spirits Inc

TRADE NAME The Cove Wine & Spirits

STREET ADDRESS OR LOT AND BLOCK NO 4751 Kings Point Rd

Is authorized to sell intoxicating liquor at off sale subject to the laws and regulations of the State of Minnesota and municipal ordinances for the period beginning 6/1/2025 to 5/31/2026

THIS LICENSE IS APPROVED

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

Date _____

Mayor or President
Given under my hand and the Municipal Corporate Seal
City of Minnetrista Date 5/5/2025

CLERK or Recorder

No. 1
Fee \$ 240.00



City Minnetrista
County Hennepin

OFF SALE LIQUOR LICENSE

THIS CERTIFIES THAT:

LICENSEE Cox Culinary Arts LLC

TRADE NAME Buddy Boy Fine Barbeque

STREET ADDRESS OR LOT AND BLOCK NO 8175 Hwy 7

Is authorized to sell intoxicating liquor at off sale subject to the laws and regulations of the State of Minnesota and municipal ordinances for the period beginning 6/1/2025 to 5/31/2026

THIS LICENSE IS APPROVED

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

Date _____

Mayor or President
Given under my hand and the Municipal Corporate Seal
City of Minnetrista Date 5/5/2025

CLERK or Recorder

No. 1
Fee \$ 300.00



County Hennepin

CLUB ON SALE LIQUOR LICENSE

THIS CERTIFIES THAT:

LICENSEE Burl Oaks Golf Club Inc.

TRADE NAME Burl Oaks Golf Club

STREET ADDRESS OR LOT AND BLOCK NO 5400 N Arm Drive

Is authorized to sell intoxicating liquor at on sale subject to the laws and regulations of the State of Minnesota and municipal ordinances for the period beginning June 1, 2025 to May 31, 2026

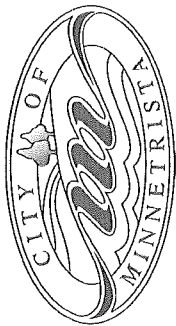
THIS LICENSE IS APPROVED

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

Date _____

Mayor or President
Given under my hand and the Corporate Seal of
City of Minnetrista Date May 5, 2025

CLERK or Recorder



ON-SALE
LIQUOR LICENSE

This license is hereby granted for the period commencing **June 1, 2025** and terminating **May 31, 2026** to:

BUDDY BOY FINE BARBEQUE

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

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

Issued by the authority of the Minnetrista City Council

Lisa Whalen, Mayor Date

Ann Meyerhoff, City Clerk Date



SUNDAY LIQUOR CLUB LICENSE

This license is hereby granted for the period commencing **June 1, 2025** and terminating **May 31, 2026** to:

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

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

Issued by the authority of the Minnetrista City Council

Lisa Whalen, Mayor _____ Date _____

Ann Meyerhoff, City Clerk _____ Date _____



ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSE

This license is hereby granted for the period commencing **June 1, 2025** and terminating **May 31, 2026**

WESTONKA RECREATION ASSOCIATION

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

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

Issued by the authority of the Minnetrista City Council

Lisa Whalen, Mayor
Date

Ann Meyerhoff, City Clerk
Date

RESOLUTION NO. 44-25

**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 72835 through 72879; electronic checks E1003287 through E1003298; Claims batch includes an electronic transfer for payroll in the amount of \$103,730.20.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that the attached list of claims in the amount of \$477,466.98 is hereby approved.

ADOPTED this 5th day of May 2025 by a vote of ____ Ayes
____ Nays.

Lisa Whalen, Mayor

ATTEST:

City Clerk

CITY OF MINNETRISTA

***Check Detail Register©**

Batch: Police PC 4-18-25,xcel041725,Medsurety041025,POSTAGE4-14-25,4-15-25BRIDGE,042825HP,PR04242025,050525AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1010 1ST BK OF THE LAKES					
72835	04/25/25	Car-Co Auto Parts			
E 101-43121-240		SMALL TOOLS AND MIN	\$47.28	49-765820	Fuel Filter
		Total	\$47.28		
72836	04/25/25	LOFFLER			
E 401-43126-560		EQUIP AND FURNISHIN	\$1,188.00	CW232483	SDWAN Project
		Total	\$1,188.00		
72837	04/25/25	MEDICA			
E 101-41320-131		HEALTH & LIFE INS - E C	\$4,410.00	62596165926	Insurance Premium
E 101-41910-131		HEALTH & LIFE INS - E C	\$2,275.00	62596165926	Insurance Premium
E 101-43121-131		HEALTH & LIFE INS - E C	\$3,767.50	62596165926	Insurance Premium
E 101-42110-131		HEALTH & LIFE INS - E C	\$15,347.03	62596165926	Insurance Premium
E 101-43125-131		HEALTH & LIFE INS - E C	\$890.50	62596165926	Insurance Premium
E 101-45202-131		HEALTH & LIFE INS - E C	\$479.50	62596165926	Insurance Premium
E 601-49440-131		HEALTH & LIFE INS - E C	\$1,992.50	62596165926	Insurance Premium
E 602-49490-131		HEALTH & LIFE INS - E C	\$1,737.50	62596165926	Insurance Premium
E 651-49590-131		HEALTH & LIFE INS - E C	\$597.50	62596165926	Insurance Premium
E 101-42401-131		HEALTH & LIFE INS - E C	\$1,875.00	62596165926	Insurance Premium
G 101-2340		PAYROLL CLEARING HE	\$2,600.00	62596165926	Insurance Premium
		Total	\$35,972.03		
72838	04/25/25	MN CHILD SUPPORT PAYMENT CENTE			
G 101-2380		PAYROLL CLEARING LIF	\$955.00		* Child Support
		Total	\$955.00		
72839	04/25/25	SUN LIFE FINANCIAL			
G 101-2340		PAYROLL CLEARING HE	\$1,022.51	May 2025	LTD
G 101-2340		PAYROLL CLEARING HE	\$835.62	May 2025	STD
		Total	\$1,858.13		
72840	04/25/25	The Standard			
G 101-2380		PAYROLL CLEARING LIF	\$1,650.75	May 2025	* Life Insurance
		Total	\$1,650.75		
72841	04/25/25	XCEL ENERGY			
E 602-49490-381		ELECTRIC UTILITIES	\$997.86	51-6565409-5	Electricity-Lift Stations
E 101-42110-381		ELECTRIC UTILITIES	\$5,002.74	51-9597547-2	Electricity-Police
		Total	\$6,000.60		
72842	05/05/25	ABDO Financial Solutions			
E 101-41320-307		PROFESSIONAL SERVIC	\$1,160.00	505626	Capital Asset Record Keeping
		Total	\$1,160.00		
72843	05/05/25	ASPEN MILLS			
E 101-42110-417		UNIFORMS	\$156.40	352394	Embroidery for Uniform
		Total	\$156.40		
72844	05/05/25	CANON FINANCIAL SERVICES INC			
E 101-42110-202		COPY & PRINTING SUPP	\$104.50	39812836	Copier -PD

CITY OF MINNETRISTA

***Check Detail Register©**

Batch: Police PC 4-18-25,xcel041725,Medsurety041025,POSTAGE4-14-25,4-15-25BRIDGE,042825HP,PR04242025,050525AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$104.50		
72845	05/05/25	CANTEEN REFRESHMENT SVCS			
E 101-42110-211		CLEANING & MAINT SUP	\$210.33	MSP126809	Coffee
Total			\$210.33		
72846	05/05/25	Center Point Energy			
E 601-49440-383		NATURAL GAS	\$28.15	10654144-4	Gas Utility
E 601-49440-383		NATURAL GAS	\$740.59	10658039-2	Gas Utility
E 601-49440-383		NATURAL GAS	\$26.96	10658041-8	Gas Utility
E 601-49440-383		NATURAL GAS	\$20.82	11144790-0	Gas Utility
E 601-49440-383		NATURAL GAS	\$18.35	11431330-7	Gas Utility
E 601-49440-383		NATURAL GAS	\$19.58	11553312-7	Gas Utility
E 601-49440-383		NATURAL GAS	\$19.58	11833736-9	Gas Utility
E 101-41940-383		NATURAL GAS	\$450.15	5651357-5	Gas Utility - Gov't Bldg
E 601-49440-383		NATURAL GAS	\$123.26	5659223-1	Gas - Well #5
E 601-49440-383		NATURAL GAS	\$554.34	6401076054-	Gas Utility
E 101-43121-383		NATURAL GAS	\$266.31	6744979-3	Gas Utility - PW
E 101-42110-383		NATURAL GAS	\$502.68	8486433-9	Gas Utility - PD
E 101-43121-383		NATURAL GAS	\$172.33	8486442-0	Gas Utility - PW
Total			\$2,943.10		
72847	05/05/25	CINTAS			
E 101-43121-417		UNIFORMS	\$140.89	4227190171	Uniforms
E 101-43121-417		UNIFORMS	\$140.89	4228000088	Uniforms
E 101-43121-417		UNIFORMS	\$140.89	4228922060	Uniforms
Total			\$422.67		
72848	05/05/25	City of St Bonifacius			
E 602-49490-390		SEWER SERVICE TO OT	\$20,212.71	2025-08	Hunters Crest Sanitary Sewer Flows -1st Qtr 2025
Total			\$20,212.71		
72849	05/05/25	ECM Publishers, Inc.			
E 101-41910-351		LEGAL NOTICE & ORD P	\$55.90	1043853	PH THOMAS/BAUMAN
Total			\$55.90		
72850	05/05/25	ESPOSITO, DAVID			
R 601-400-37120		UNDISTRIBUTED UTILITI	\$217.00		Refund of Overpayment Utility - 4447 Games Trail
Total			\$217.00		
72851	05/05/25	GEDDES, AARON			
E 101-42110-212		MOTOR FUELS AND LUB	\$46.64		Mileage reimbursement
Total			\$46.64		
72852	05/05/25	Grainger Inc.			
E 101-43121-224		STREET MAINTENANCE	\$72.78	9478682512	STRAINER/MESH
Total			\$72.78		
72853	05/05/25	GREAT AMERICA FINANCIAL SVCS			
E 101-41320-322		POSTAGE	\$377.70	38944498	POSTAGE/METER RENTAL
Total			\$377.70		

CITY OF MINNETRISTA

***Check Detail Register©**

Batch: Police PC 4-18-25,xcel041725,Medsurety041025,POSTAGE4-14-25,4-15-25BRIDGE,042825HP,PR04242025,050525AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
72854	05/05/25	HENN CO TREASURER -			
E 101-42110-307		PROFESSIONAL SERVIC	\$12,633.00	1000238293	Mental Health Professional (Shared)
		Total	\$12,633.00		
72855	05/05/25	Hennepin County Treasurer			
E 101-42110-441		CORRECTION FEES/CH	\$43.40	1000245306	Booking Fee
		Total	\$43.40		
72856	05/05/25	KENNEDY & GRAVEN, CHARTERED			
E 101-41610-304		LEGAL FEES - ATTORNE	\$3,100.00	187419	General
E 101-41610-304		LEGAL FEES - ATTORNE	\$370.10	187419	Administration
G 801-1170		LAND USE RECEIVABLE	\$232.50	187419	* Hunters Crest ML-18002
G 801-1170		LAND USE RECEIVABLE	\$511.50	187419	Marmith Cove ML-25001
G 801-1170		LAND USE RECEIVABLE	\$49.00	187419	Xcel Energy Easement ML-25006
E 101-41610-304		LEGAL FEES - ATTORNE	\$6,275.00	187419	Sunnyfield Road Code Enfrmt matter
		Total	\$10,538.10		
72857	05/05/25	KODEX, INC			
E 101-42110-307		PROFESSIONAL SERVIC	\$45.00		Yahoo Subpoena
		Total	\$45.00		
72858	05/05/25	LE-AST SERVICE COUNSELING			
E 101-42110-307		PROFESSIONAL SERVIC	\$180.00	1667	Monthly Retainer Fee
		Total	\$180.00		
72859	05/05/25	M/I HOMES OF MPLS			
G 101-2025		DEPOSITS PAYABLE	\$10,000.00	MB21335 R1	Temp Co Rtn - 6776 Bellflower Dr
G 101-2025		DEPOSITS PAYABLE	\$10,000.00	MB21345 R1	Temp Co Rtn - 6768 Bellflower Dr
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB22022 R1	Temp Co Rtn - 6797 Bellflower Dr
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB23096 R1	Temp Co Rtn - 6701 Bellflower Dr
		Total	\$30,000.00		
72860	05/05/25	Media Com			
E 673-49600-307		PROFESSIONAL SERVIC	\$454.90		Internet
		Total	\$454.90		
72861	05/05/25	MET COUNCIL			
G 602-2395		SAC CLEARING	\$27,061.65	March 2025	* Monthly SAC
		Total	\$27,061.65		
72862	05/05/25	Metropolitan Council WW Servic			
E 602-49490-227		UTILITY SYSTEM MAINT	\$525.00	1186494	MET Council sewer discharge permit fee for the NWTP
E 602-49490-227		UTILITY SYSTEM MAINT	\$525.00	1186495	MET Council sewer discharge permit fee for the SWTP
		Total	\$1,050.00		
72863	05/05/25	MN Highway Safety & Research			
E 101-42110-434		POLICE TRAINING	\$1,575.00	337900-1172	Class Fee (3) Class ID 55987
		Total	\$1,575.00		
72864	05/05/25	MID COUNTY			

CITY OF MINNETRISTA

05/01/25 12:07 PM

Page 4

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Batch: Police PC 4-18-25,xcel041725,Medsurety041025,POSTAGE4-14-25,4-15-25BRIDGE,042825HP,PR04242025,050525AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 601-49440-212		MOTOR FUELS AND LUB	\$139.20	82033	Dyed Diesel Fuel
E 602-49490-212		MOTOR FUELS AND LUB	\$139.20	82033	Dyed Diesel Fuel
E 101-43121-212		MOTOR FUELS AND LUB	\$69.60	82033	Dyed Diesel Fuel
E 101-43125-212		MOTOR FUELS AND LUB	\$348.02	82033	Dyed Diesel Fuel
E 601-49440-212		MOTOR FUELS AND LUB	\$210.48	82073	Dyed Diesel Fuel
E 602-49490-212		MOTOR FUELS AND LUB	\$210.48	82073	Dyed Diesel Fuel
E 101-43121-212		MOTOR FUELS AND LUB	\$105.24	82073	Dyed Diesel Fuel
E 101-43125-212		MOTOR FUELS AND LUB	\$526.22	82073	Dyed Diesel Fuel
		Total	\$1,748.44		
72865	05/05/25	MORRIES Parts and Service Group			
E 101-43121-404		VEHICLE & EQUIP MAIN	\$73.17	606832	2013 FORD EXPLORER-BUILDING INSPECTOR VEHICLE
		Total	\$73.17		
72866	05/05/25	NCPERS MINNESOTA - 632400			
G 101-2380		PAYROLL CLEARING LIF	\$224.00	6324000525	*PERA life Ins Employer Paid
		Total	\$224.00		
72867	05/05/25	OFFICE DEPOT			
E 101-42110-201		OFFICE SUPPLIES	\$105.48	41592006400	labels, envelopes, tissues, plates and USB's
E 101-42110-201		OFFICE SUPPLIES	\$12.86	41592431900	Aerosols
		Total	\$118.34		
72868	05/05/25	Optum			
E 101-41320-437		MISCELLANEOUS EXPE	\$227.50	1738563	ACCOUNT FEE-MONTHLY(Jan-Feb-Mar)
		Total	\$227.50		
72869	05/05/25	OVERHEAD HOIST AND CRANE INC			
E 101-43121-215		SHOP MATERIALS	\$112.50	4017	ANNUAL AUTO AND EQUIPT INSPECTION
E 602-49490-404		VEHICLE & EQUIP MAIN	\$112.50	4017	ANNUAL AUTO AND EQUIPT INSPECTION
E 601-49440-404		VEHICLE & EQUIP MAIN	\$112.50	4017	ANNUAL AUTO AND EQUIPT INSPECTION
		Total	\$337.50		
72870	05/05/25	OVERLINE & SON, INC			
E 602-49490-227		UTILITY SYSTEM MAINT	\$684.00	1385	VACTOR SERVICES_BY BUDDY BOYS
E 602-43251-307		PROFESSIONAL SERVIC	\$7,980.00	1391	VACTOR SERVICES_21 LIFT STATIONS
		Total	\$8,664.00		
72871	05/05/25	Per Mar Security Services			
E 101-42110-404		VEHICLE & EQUIP MAIN	\$103.46	3571658	Monitoring
E 101-43121-401		BLDG/STRUCT MAINTEN	\$246.00	602971	INPSECTIONS AND MONITORING PUBLIC WORKS
		Total	\$349.46		
72872	05/05/25	DEBBIE SHAFFER			
R 601-400-37120		UNDISTRIBUTED UTILITI	\$150.84		Refund Utility 5850 W Branch Road
		Total	\$150.84		
72873	05/05/25	STREICHER'S			
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$27.99	11755541	Uniform

CITY OF MINNETRISTA

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Page 5

***Check Detail Register©**

Batch: Police PC 4-18-25,xcel041725,Medsurety041025,POSTAGE4-14-25,4-15-25BRIDGE,042825HP,PR04242025,050525AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$27.99		
72874	05/05/25	Toll Gas & Welding Supply			
E 101-43121-224		STREET MAINTENANCE	\$175.35	0010613506	Forklift Fuel Cylinder Refill & Welding Gas Refills
E 101-43121-215		SHOP MATERIALS	\$70.91	0010614659	Propane Fuel Gas
E 101-43121-215		SHOP MATERIALS	\$174.94	0010614806	Wire MIG Spool
Total			\$421.20		
72875	05/05/25	US BANK EQUIPMENT FINANCE			
E 101-41320-307		PROFESSIONAL SERVIC	\$41.86	553874355	Copier-City
E 101-41910-307		PROFESSIONAL SERVIC	\$41.86	553874355	Copier-City
E 101-43121-307		PROFESSIONAL SERVIC	\$41.86	553874355	Copier-City
E 601-49440-307		PROFESSIONAL SERVIC	\$41.87	553874355	Copier-City
E 602-49490-307		PROFESSIONAL SERVIC	\$41.87	553874355	Copier-City
Total			\$209.32		
72876	05/05/25	VERIZON WIRELESS			
E 101-42110-321		TELEPHONE	\$18.08	6111774151	PD Cell phones
Total			\$18.08		
72877	05/05/25	WSB & ASSOCIATES			
E 651-49590-303		ENGINEERING SERV	\$923.50	R-013428-00	MS4 Services
E 433-43122-303		ENGINEERING SERV	\$256.02	R-020668-00	2023 Street and Utility Reconstruction
E 601-43241-303		ENGINEERING SERV	\$240.96	R-020668-00	2023 Street and Utility Reconstruction
E 602-49490-303		ENGINEERING SERV	\$5.02	R-020668-00	2023 Street and Utility Reconstruction
E 406-43121-303		ENGINEERING SERV	\$1,211.50	R-026511-00	2025 Street Improvement Project
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 602-49490-303		ENGINEERING SERV	\$500.00	R-026558-00	General Engineering Svcs
E 406-43121-303		ENGINEERING SERV	\$23.75	R-026559-00	General Misc Engineering
E 602-49490-303		ENGINEERING SERV	\$1,924.25	R-026559-00	General Misc Engineering
G 801-1170		LAND USE RECEIVABLE	\$271.75	R-026559-00	General Misc Engineering
E 602-49490-303		ENGINEERING SERV	\$511.00	R-026674-00	2025 GIS Services
G 801-1170		LAND USE RECEIVABLE	\$3,674.00	R-026766-00	* 2025 wca services
E 406-43121-303		ENGINEERING SERV	\$501.25	R-028526-00	2025 Pavement Maint Project
Total			\$12,293.00		
72878	05/05/25	XCEL ENERGY			
E 101-42110-381		ELECTRIC UTILITIES	\$3,270.48	51-9597547-2	Electricity-Police
Total			\$3,270.48		
72879	05/05/25	Ziegler Inc.			
E 601-49440-580		OTHER EQUIPMENT	\$24,216.00	INV00186822	Mini Excavator
E 602-49490-580		OTHER EQUIPMENT	\$24,216.00	INV00186822	Mini Excavator
E 651-49590-580		OTHER EQUIPMENT	\$24,216.00	INV00186822	Mini Excavator
E 401-43126-540		MOTOR VEHICLES & MA	\$24,216.00	INV00186822	Mini Excavator
Total			\$96,864.00		
1003287 e	04/17/25	XCEL ENERGY			
E 601-49440-381		ELECTRIC UTILITIES	\$8,805.01	51-6565410-8	Electricity-Wells/Watertower

CITY OF MINNETRISTA

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$8,805.01		
1003288 e	04/17/25	Petty Cash			
E 101-42110-404		VEHICLE & EQUIP MAIN	\$16.25		Tabs for 84
E 101-42110-322		POSTAGE	\$5.25		Postage
E 101-42110-440		APPRECIATION EVENTS	\$27.99		Cake for Geddes swearing in
Total			\$49.49		
1003289 e	04/18/25	MEDSURETY, LLC			
E 101-41320-437		MISCELLANEOUS EXPE	\$30.00		Cobra Administration
Total			\$30.00		
1003290 e	04/18/25	Postmaster			
E 101-41320-322		POSTAGE	\$500.00	04/14/25	POSTAGE ADDED TO POSTAGE MACHINE (ECHECK)
Total			\$500.00		
1003291 e	04/18/25	BRIDGEWATER BANK			
E 101-41320-437		MISCELLANEOUS EXPE	\$104.75	04/15/25	REMOTE DEPOSIT AND POSITIVE PAY MONTHLY FEE
Total			\$104.75		
1003292 e	04/29/25	EDWARD JONES			
G 101-2370		PAYROLL CLEARING DE	\$3,446.36		* Deferred Comp w/h
Total			\$3,446.36		
1003293 e	04/29/25	HCSP			
G 101-2370		PAYROLL CLEARING DE	\$250.00		* HCSP Retirement
Total			\$250.00		
1003294 e	04/29/25	ICMA			
G 101-2370		PAYROLL CLEARING DE	\$290.00		* Roth IRA Contributions
G 101-2370		PAYROLL CLEARING DE	\$100.00		* Deferred Comp Contributions
Total			\$390.00		
1003295 e	04/29/25	Internal Revenue Service			
G 101-2300		PAYROLL CLEARING FE	\$16,043.44		* PR - Fed w/h
G 101-2320		PAYROLL CLEARING FIC	\$16,170.96		* PR - SS/Medicare w/h
Total			\$32,214.40		
1003296 e	04/29/25	MINNESOTA DEPT. OF REV.			
G 101-2310		PAYROLL CLEARING ST	\$7,526.82		* State w/h
Total			\$7,526.82		
1003297 e	04/29/25	Optum			
G 101-2347		HSA CLEARING ACCT	\$5,982.93		HSA Employer and Employee Cont
Total			\$5,982.93		
1003298 e	04/29/25	Public Employees Retirement			
G 101-2330		PAYROLL CLEARING PE	\$32,207.13		* Pera w/h
Total			\$32,207.13		

CITY OF MINNETRISTA

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Page 7

***Check Detail Register©**

Batch: Police PC 4-18-25,xcel041725,Medsurety041025,POSTAGE4-14-25,4-15-25BRIDGE,042825HP,PR04242025,050525AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1010			\$373,736.78		

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

101 GENERAL FUND	\$189,347.58
401 CAPITAL IMPROVEMENT PROGRAM	\$25,404.00
406 ROAD MAINTENANCE FUND	\$1,736.50
433 2023 STREET PROJECTS	\$256.02
601 WATER FUND	\$37,677.99
602 SEWER FUND	\$87,884.04
651 STORM WATER MGMT FUND	\$26,237.00
673 CABLE	\$454.90
801 LANDUSE AGENCY	\$4,738.75
	\$373,736.78

CITY OF MINNETRISTA



CITY COUNCIL CONSENT AGENDA ITEM

Subject: Metropolitan Council Easement over City Property

Prepared By: Nickolas Olson, Senior City Planner
Though: David Abel, Community Development Director
Gary Peters, Public Works Director
Allie Polsfuss, Assistant City Administrator

Meeting Date: May 5, 2025

Issue: Xcel Energy (Northern States Power Company) approached the City about acquiring an easement over a portion of city property. The City Council discussed the possibility at their February 18th Work Session and the consensus was to proceed with easement. City staff has worked with Xcel Energy on the easement document, which is attached to this staff report. The final agreed upon price for the easement is \$6,150 as documented in the attached resolution.

Recommended Action: Motion to adopt Res. No. 45-25 Granting an Easement to North States Power Company.

Attachments:

1. Location of Project Area
2. Rebuild Project Information Sheet
3. Form of Easement

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.



**Transmission Line 0735 Mound to St. Boni
Substations
Rebuild Project - Information Sheet**

Xcel Energy is committed to delivering clean, reliable and affordable energy for our customers. As part of our commitment to reliable service, we are planning to rebuild the existing 69,000-volt (69kV) transmission line between the Mound and St. Boni. substations located in Hennepin and Carver Counties. The rebuilt line will improve service reliability for the residents and businesses in this area.

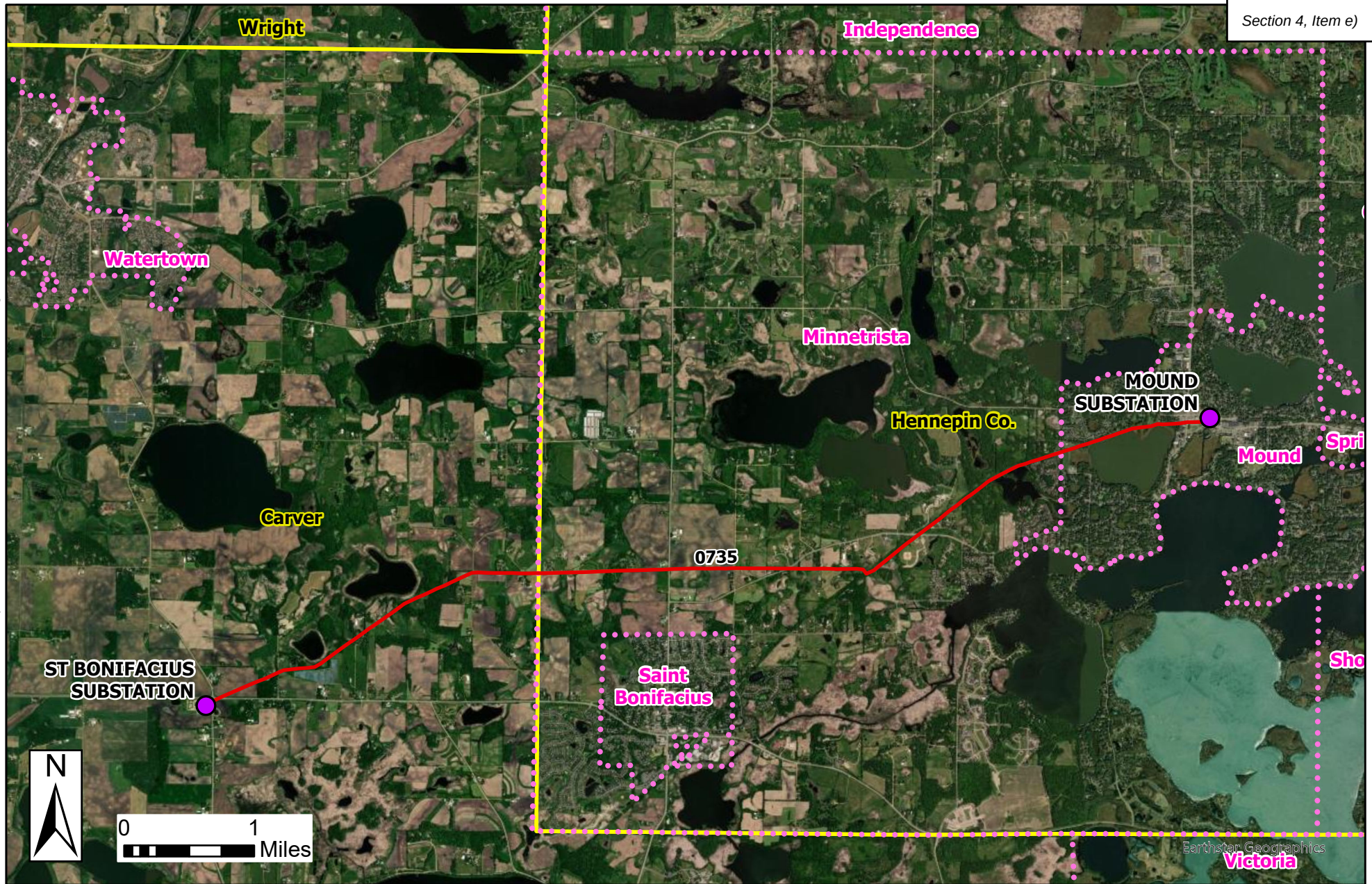
Project Information

- The entire length of the rebuild is approximately 9 miles and will be rebuilt along the existing alignment.
- Transmission structures (poles) locations will be located within approximately 10ft of the existing structures and consist of steel and ductile iron pole structures.
- The new structures are anticipated to be approximately 10-15' taller than the existing poles. The additional height is needed to accommodate the placement of shield wires for lighting protection.
- There will be no change in voltage to the transmission line.
- Approximate Construction Schedule: Construction is planned for 2026 with restoration also planned for 2026. (Please note that this is a preliminary schedule as of August 2024 and may change.)
- The construction work is planned to occur within existing easement rights or in road right-of-way.
- Customers will be notified if electric service needs to be interrupted during portions of the construction process.
- Permitting process to include MnDOT road utility permits, local road permits, water crossing permits, and trail permits.
- Xcel Energy civil construction crews will handle restoration work after line construction is complete – all damage claims will be addressed at the completion of the project.

Enclosed Project Map

- The transmission line rebuild is indicated on the enclosed map.

For additional information, please contact Brian Mielke at 612-368-7835 or by email at bmielke@wsbeng.com.



Line 0735

St. Bonifacius - Mound

Carver Co, Hennepin Co

-  Substation
-  Centerline
-  City Boundary
-  County Boundary



DISCLAIMER: This information is believed to be correct but is subject to change and is not warranted.

Date: 3/6/2024



RESOLUTION NO. 45-25

CITY OF MINNETRISTA

**RESOLUTION APPROVING ELECTRIC TRANSMISSION EASEMENT
AGREEMENT WITH NORTHERN STATES POWER COMPANY**

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

WHEREAS, Northern States Power Company, a Minnesota corporation d/b/a Xcel Energy (“NSP”) is rebuilding the existing transmission line between the Mound and St. Bonifacius substations; and

WHEREAS, the transmission line crosses City-owned property; and

WHEREAS, NSP is realigning the transmission line as it crosses the City-owned property and therefore, NSP is in need of an additional easement from the City; and

WHEREAS, NSP and the City desire to enter into an Electric Transmission Easement Agreement (the “Agreement”) whereby for compensation provided by NSP, the City will provide an easement to NSP on the City-owned property for the transmission line, subject to the terms and conditions of the Agreement; and

WHEREAS, the City has reviewed the Agreement and finds that the execution thereof by the City and performance of the City’s obligations thereunder are in the best interests of the City and its residents; and

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Minnetrista (the “City”) that:

1. The City Council approves the Agreement in substantially the form presented to the City Council, subject to any modifications and addenda that do not alter the substance of the transaction and that are approved by the Mayor and the City Clerk, provided that execution of this Agreement by those officials shall be conclusive evidence of their approval.
2. The City Council’s approval of the Agreement is conditioned upon the City receiving compensation from NSP for the easement in the amount of \$6,150.00.

3. City officials, staff, and consultants are authorized to take all actions necessary to fulfil the City’s obligations under the Agreement as a whole.

The resolution was adopted by the city council of the city of Minnetrista on this 5th day of May 2025, by a vote of ____ ayes and ____ nays.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk

(Space above reserved for recording purposes)

ELECTRIC TRANSMISSION EASEMENT

1. Easement. This Instrument (this “Agreement”) is made by the City of Minnetrista, a Minnesota municipal corporation (“**Grantor**”) and Northern States Power Company, a Minnesota corporation, its successors and assigns (“**NSP**”). For good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Grantor does hereby grant to NSP a perpetual and irrevocable easement (the “**Easement**”) to construct, reconstruct, repair, replace, operate, maintain, use, inspect, patrol, upgrade, modify, alter, rebuild, relocate, and/or remove, in whole or in part, electric transmission and/or distribution line or lines, with one or more circuits, with all towers, structures, poles, foundations, crossarms, cables, wires, anchors, guys, supports, counterpoises, fixtures, and equipment related to said electric line(s), including communication equipment relating to the operation of such electric lines (collectively, the “**Facilities**”), through, over, under and across the certain lands situated in the County of Hennepin, State of Minnesota described on the attached Exhibit A (the “**Property**”). The Easement shall be limited to that certain part of the Property legally described as the “**Easement Area**” on the attached Exhibit A.

Grantor hereby grants to NSP an easement to enter upon the Property to survey and/or locate the Facilities. Grantor hereby grants to NSP an easement for ingress and egress over and across the Property to the Easement Area, by means of existing roads, drives, and lanes, if any, otherwise, by the use of a reasonable and feasible route selected by NSP. The Grantor hereby grants to NSP a temporary easement for use by NSP of the Property adjacent to the Easement Area from time to time during construction, reconstruction, repair, replacement, operation, maintenance, use, inspection, patrol, upgrade, modification, alteration, rebuild, relocation, and/or removal of the Facilities. Except in emergency situations, if NSP plans to use the Property adjacent to the Easement Area for temporary purposes as provided in the foregoing sentence, then, except for incidental or minor uses of the Property immediately adjacent the describe easement area for temporary purposes, NSP shall provide Grantor with 10 days’ written notice prior to such use, including information as to the location, type, and

anticipated duration of the construction activity for Grantor's approval in advance of the activity, which shall not be unreasonably denied or delayed.

All Facilities installed and placed by or on behalf of NSP in the Easement Area shall remain the property of NSP. NSP shall also have the rights to permit the attachment of wires of others to the Facilities or any part thereof.

2. Grantor's Responsibilities. Grantor shall not perform any act, or cause or permit acts to be done by others, that will interfere with or endanger the Facilities or NSP's exercise of its rights hereunder. Without limiting the foregoing, Grantor shall not erect any buildings, structures, or other objects, permanent or temporary, or plant any trees, within the Easement Area, without NSP's prior written approval.
3. Vegetation Management. Grantor hereby grants to NSP the right to trim, remove, or otherwise control any trees, brush, or other vegetation that are located within the Easement Area. Grantor further grants to NSP the right to trim, remove, or otherwise control any trees, brush, or other similar vegetation located adjacent to the Easement Area that may, in NSP's opinion, at any time interfere with or otherwise endanger the Facilities or NSP's exercise of its rights hereunder. NSP must obtain Grantor's advance written permission before removing any trees located adjacent to the Easement Area.
4. Grantor's Reserved Rights. Without limiting the foregoing, Grantor reserves the right to cultivate, use, and occupy the Easement Area in a manner that is not inconsistent with NSP's rights granted herein. Grantor reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, trails and sidewalks, sewers facilities, water facilities, drainage facilities, and underground utilities (hereinafter called "improvements"), the portion of said Easement Area not occupied by the Facilities or otherwise supporting NSP's electric system, provided that said improvements do not in the opinion of NSP impair the structural or electrical integrity of or ability to maintain the Facilities or said electric system. Grantor agrees to not alter the existing ground elevations or perform any other acts that would result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code ("NESC") or any other applicable laws, regulations, codes, or policies in effect from time to time. Grantor, its agents or assigns must submit plans of improvements or other installations within the Easement Area for review, compliance and written approval by the NSP prior to installation of the proposed improvements. NSP may approve such improvements or installations, with or without conditions, or may deny the same, in the reasonable exercise of its sole discretion. NSP shall have the right to remove from the Easement Area, in whole or in part, and in any manner, any structures, buildings, or other objects or improvements from the Easement Area placed or allowed to be placed there without NSP's written consent.
5. Restoration. After installation of the Facilities or after the exercise of any of the rights granted herein, NSP agrees to restore the Property and the Easement Area to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and

equipment resulting from NSP's use of the Property and Easement Area or pay a reasonable sum to Grantor, at NSP's option and upon agreement by Grantor. After initial construction and restoration activities have been completed, NSP shall pay a reasonable sum for all actual and direct damages to Grantor's landscaping, roads and driveways, trails, sidewalks, curbs, gutters, sewers, water and underground utilities, fences, livestock, and crops directly caused by the construction or maintenance of the Facilities to the extent NSP does not restore the same; provided, however, that NSP shall have no obligation to restore or pay damages in connection with its removal or other maintenance of trees, brush, or other vegetation, or for removal or other actions with respect to any structures, buildings, improvements, or other installations placed within the Easement Area without Grantor's advance written determination of compatibility.

6. Additional Documents. Grantor agrees to execute and deliver to NSP, without additional compensation, any additional documents needed to correct and/or amend the Easement, including the legal description of the Easement Area, to conform to the right of way actually occupied by the Facilities or otherwise as requested by NSP to accomplish the purposes of this Easement.
7. Pre-Existing Property Condition. Grantor shall disclose to NSP any pre-existing waste materials ("Pre-Existing Wastes"), that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area and any other information that would help NSP assess the risks of working in the area. NSP shall have the right to perform environmental sampling in the Easement Area at its discretion. Grantor shall be responsible for any costs to manage, transport, or dispose of any Pre-Existing Wastes that NSP encounters during installation, relocation, or maintenance of the Facilities in the Easement Area. NSP shall not assume, and Grantor shall retain its obligation to comply with all applicable environmental laws and regulations, including federal or state reporting requirements related to such Pre-Existing Wastes. Grantor shall release and indemnify NSP from and against any claims or responsibilities related to such Pre-Existing Wastes.
8. Term. The term of this instrument and the easements and other rights granted herein is perpetual.
9. Assignment. The rights herein granted may be assigned and/or apportioned in whole or in part. NSP may exercise all or any of its rights hereunder at any time, and NSP's non-use or limited use of any such rights shall not constitute forfeiture of or otherwise limit any such rights. NSP may assign and/or apportion and/or otherwise enter into agreements with respect to its rights hereunder, in whole or in part, in its sole discretion.
10. Ownership of Property. Grantor covenants for the benefit of NSP, its successors and assigns, that Grantor is the owner of the Property and has the right to convey easements as set forth herein.
11. Covenants Run with the Land. The easements and covenants contained in this instrument shall run with and against the Property.

12. Entire Agreement. It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that the terms herein may only be modified in writing.

13. Governing Law. This instrument shall be governed by the laws of Minnesota.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed as of the _____ day of _____, 2025.

GRANTOR: City of Minnetrista, a Minnesota municipal corporation

By: _____

Lisa Whalen, Mayor

By: _____

Ann Meyerhoff, City Clerk

STATE OF MINNESOTA

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Lisa Whalen and Ann Meyerhoff, the Mayor and the City Clerk, respectively, of the City of Minnetrista, a Minnesota municipal corporation, on behalf of the corporation.

_____ (Notary)

NSP: Northern States Power Company, a Minnesota corporation

By: _____
Peter D. Gitzen, Manager, Siting and Land Rights, Xcel Energy Services, Inc. an Authorized Agent for Norther States Power Company, a Minnesota Corporation

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by by Peter Gitzen, Manager, Siting and Land Rights, Xcel Energy Services, Inc., an Authorized Agent for Northern States Power Company, a Minnesota corporation, on behalf of the corporation.

_____ (Notary)

Prepared by: Siting and Land Rights
Northern States Power Company
414 Nicollet Mall, GO-6A
Minneapolis, MN 55401
(612) 330-5500



NORTHERN STATES POWER
MINNESOTA

Section 4, Item e)

EXHIBIT A SHEET 1 OF 2

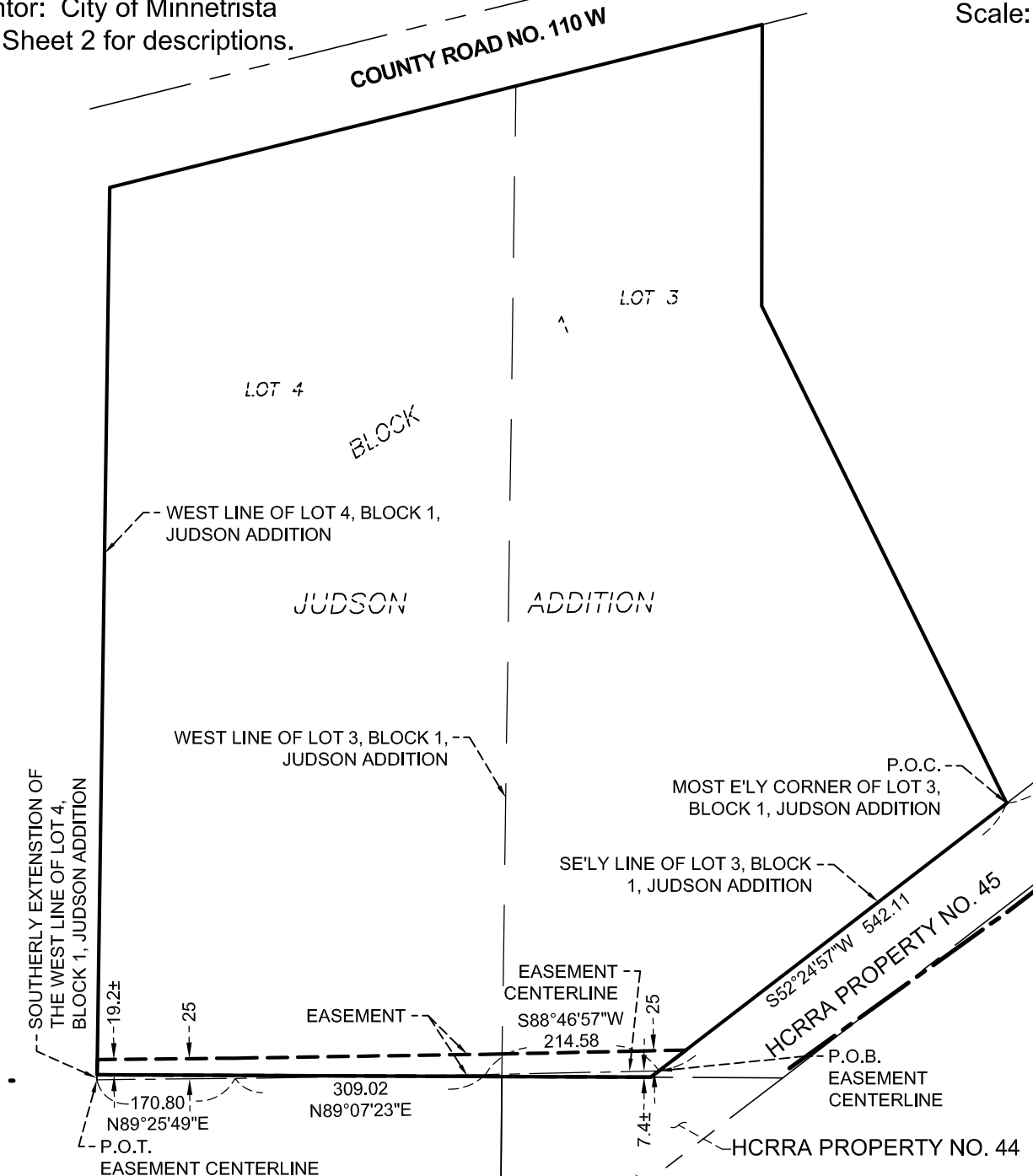
Certificate of Survey

Location: City of Minnetrista, Hennepin County, Minnesota

Grantor: City of Minnetrista

See Sheet 2 for descriptions.

Scale: 1" = 400'



P.O.C.: POINT OF COMMENCEMENT
P.O.B.: POINT OF BEGINNING
P.O.T.: POINT OF TERMINATION

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.

Logan Selinski

LOGAN SELINSKI

LIC. NO. 60082

PARCEL: CITY OF MINNETRISTA
SEC. 21, T.117N., R24W., 5TH P.M.
CO.: Hennepin

DATE: FEBRUARY 3, 2025



EXHIBIT A SHEET 2 OF 2

Certificate of Survey

Location: City of Minnetrista, Hennepin County, Minnesota

Grantor: City of Minnetrista

"Property":

Lot 3, Block 1, JUDSON ADDITION, according to the recorded plat thereof, and situate in Hennepin County, Minnesota

AND

Lot 4, Block 1, JUDSON ADDITION, according to the recorded plat thereof, and situate in Hennepin County, Minnesota

"Easement Area":

An easement over, under, and across that part of the herein before described "Property", lying within 25.00 feet on each side of the following described centerline:

Commencing at the most easterly corner of Lot 3, Block 1, JUDSON ADDITION; thence South 52 degrees 24 minutes 57 seconds West, assumed bearing, along the southeasterly line of said Lot 3, a distance of 542.11 feet to the point of beginning of centerline to be described; thence South 88 degrees 46 minutes 57 seconds West, a distance of 214.58 feet; thence South 89 degrees 07 minutes 23 seconds West, a distance of 309.02 feet; thence South 89 degrees 25 minutes 49 seconds West, a distance of 170.80 feet to the southerly extension of the west line of Lot 4, Block 1, JUDSON ADDITION and said centerline there terminating.

The side lines of said easement are to be prolonged or shortened to terminate on said southeasterly line of Lot 3 and on the west line of said Lot 4

"Summary of Areas":

Easement: 0.41 acres, more or less

PARCEL: CITY OF MINNETRISTA

SEC. 21, T.117N., R24W., 5TH P.M.

CO.: Hennepin

CITY OF MINNETRISTA



CITY COUNCIL CONSENT AGENDA ITEM

Subject: Application from Bruce Thomas Revocable Trust for a conditional use permit for an addition onto an existing guest home over 1,000 square feet at 5810 Hardscrabble Circle.

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

Meeting Date: May 5, 2025

Overview: Bruce Thomas Revocable Trust (the “Applicant”) has made an application for a conditional use permit for an addition onto an existing guest home over 1,000 square feet at 5810 Hardscrabble Circle; R-1 – Low-Density Single-Family Residence Zoning District; PID# 26-117-24-42-0010 (the “Property”).

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

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

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

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

In regards to nuisances, a guest home shall be used for residential purposes and should operate in a very similar manner any other residential home, which means no discernable nuisances tied to its presence. It also will not present any additional fire or safety concerns. Since the guest home is intended for the Applicant and their family, the traffic conditions should not change and with the size of the Property, there should be ample off-street parking for the use.

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.

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

The proposed addition to the existing guest home is designed to match the existing structure and the primary residence. Taking these circumstances into consideration, there should not be a negative impact to the surrounding properties or the character of the neighborhood.

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

The City's comprehensive plan and zoning code allow for a guest home over 1,000 square feet by conditional use permit. The Applicants has appropriately applied for a conditional use permit and, as the Commission will see later in the staff report, the criteria for a guest home are being complied with as proposed and conditioned. As the guest home is intended for family and non-paying guests of the Applicant, the property use will remain single family residential, which is consistent with the future land use map. Therefore, the proposed guest home is consistent with the comprehensive plan. The guest home will also have no negative impacts on governmental facilities and services as there should be no additional traffic as a result of the proposed guest home. It is also anticipated that the need for police and fire services will not change with a guest home.

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

The proposed addition is in the direction away from the lake and complies with the required building setbacks and hardcover requirements. There shouldn't be any direct impacts to any sensitive environmental features on or near the Property.

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

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

Where permitted by city code, guest homes shall be subject to the following requirements:

(1) The lot must contain an existing conforming single-family dwelling unit.

There is an existing conforming single-family dwelling unit on the Property. This requirement will be met.

(2) The guest home must be completely detached from the primary residence.

The primary home is completely detached from the guest home. This requirement will be met.

(3) The guest home must conform to accessory structure setbacks, lot coverage and all other requirements set forth by the city code that are applicable to primary residential dwellings in the zoning district in which the property is located.

Mission Statement:

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The existing guest home conforms to all the zoning requirements for an accessory structure. This requirement will be met.

(4) The height of the guest home must not exceed 25 feet.

The existing home is less than 25' from the average grade to the mean of the highest peak of the roof. This requirement will be met.

(5) The roof pitch, architectural design, and exterior materials and colors of the guest home shall be consistent with the primary residence, and the appearance of the guest home shall be that of a single-family dwelling unit.

The proposed addition is consistent with the design of the existing guest home, which matches the primary residence. This requirement will be met.

(6) The driveway to the primary residence must be used to access the guest home. No additional driveway or curb cut will be permitted.

The primary and guest home access off of the existing driveway. There are no additional curb cuts being proposed. This requirement will be met.

(7) A guest home may have an attached garage. The attached garage shall count towards the total allowed square footage of the guest home with the exception for guest homes that are located in agricultural zoning districts.

The attached garage is being considered in the overall guest home square footage. Since the total square footage is over 1,000 square feet, a conditional use permit has been applied for. This requirement will be met.

(8) The guest home shall have a separate address from the primary residence.

The guest home shall be used by the occupants residing in the primary residence on the Property, their nonpaying guests or their domestic service employees that work on the premises. There is no reason at this time to assign a separate address. This requirement will be met.

(9) The guest home must be served by the same electrical, water, and gas meters that serve the primary residence. A separate individual sewage treatment system is permitted if required by the county or other permitting authority.

This has been included as a condition of approval. As conditioned, this requirement will be met.

(10) Any riparian rights belong to the primary residence on the property. No additional boat slips will be permitted for the guest home.

This has been included as a condition of approval. As conditioned, this requirement will be met.

(11) No guest home shall be sold or conveyed separate from the primary residence.

This has been included as a condition of approval. As conditioned, this requirement will be met.

Mission Statement:

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(12) A conditional use permit is required for guest homes that have a gross floor area of more than 1,000 square feet or square footage that is 30 percent or more of the primary residence's footprint, whichever is less.

The Applicant has appropriately applied for a conditional use permit. This requirement is being met.

Neighborhood Comments: Notices were sent out to all property owners within 500 feet of the subject property. Staff corresponded with one neighboring property owner, but did not received any written comments or concerns regarding this request as a result of sending the public notice.

Planning Commission Recommendation: The Planning Commission reviewed the Applicant's request at their April 28, 2025 meeting and held the required public hearing. No one besides the Applicant was present to speak. After reviewing of the application and hearing testimony at the public hearing, the Planning Commission made a motion to recommend the City Council approve the request conditional use permit for a guest home over 1,000 square feet at 5810 Hardscrabble Circle, based on certain findings of fact and subject to conditions. Motion passed 5-0. Absent: Hussain, Gangestad, and Rognli.

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

1. The proposed accessory building over 1,000 square feet is allowed with a Conditional Use Permit;
2. The proposed use does not pose any discernable concerns to the general public health, safety, morals, comfort or general welfare of the inhabitants of the city; and
3. The request is consistent with the Minnetrista Comprehensive Plan.

Recommended Action: Motion to adopt a resolution approving the requested conditional use permit for a guest home over 1,000 square feet at 5810 Hardscrabble Circle, based on the findings of fact outlined in the staff report and subject to the following conditions:

1. The property owner and its contractors must create on-site parking for all construction/demolition vehicles (including, without limitation, pick-up trucks, cars, vans, and other similarly-sized vehicles). All construction vehicles shall be at all times be parked on the site of the demolition activity and NOT on Hardscrabble Circle.
2. Delivery of materials and equipment and removal of materials must be completed in an expedited manner. Empty trailers must not remain parked on Hardscrabble Circle or any other public road except for the period necessary to load and unload. Deliveries and material removal must be coordinated and staged in such a way so as to always allow access for emergency vehicles to all residential driveways.
3. The property owner and its contractors are responsible for sweeping/removing debris from Hardscrabble Circle and any other public roadways at the end of each work day and complete repairs for (a) damaged or destroyed asphalt or other public

Mission Statement:

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- property within 30 days; and (b) damaged or destroyed private property (e.g. mailboxes, signs, landscaping, utilities, and other items subject to damage by construction vehicles) as soon as possible.
4. The City may require you to install temporary “NO PARKING” signs in areas of congestion as needed in order to ensure access for emergency vehicles to all residential driveways.
 5. The guest home shall not be sold or conveyed separate from the primary residence;
 6. The guest home must be served by the same electrical, water, and gas meters that serve the primary residence;
 7. No additional driveway or curb cut shall be permitted for the guest home;
 8. No additional boat slips shall be permitted for the guest home;
 9. The Property shall be developed in accordance with the plans submitted with this land use application last dated March 28, 2025;
 10. The Applicant shall obtain all necessary permits and approvals from the City and other applicable agencies with jurisdiction over the Property prior to any construction;
 11. The Applicant is responsible for all fees incurred by the City in the review of this application;
 12. The Applicant has one year from approval to be a building permit has been issued for the Property. If no building permit is issued, this approval will become void and expire; and
 13. Any other conditions as required by the City Council.

Attachments:

1. Location Map
2. Applicant Narrative
3. Property Survey
4. Building Plans
5. Res. No. 46-25 Approving CUP for Guest Home over 1,000 square feet for Bruce Thomas Revocable Trust at 5810 Hardscrabble Circle

Mission Statement:

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

5810 Hardscrabble Circle

Section 4, Item f)



1 in = 200 Ft

-  City Boundary
-  Address Labels
-  Parcels



CUP (Conditional Use Permit) Narrative

5810 Hardscrabble Circle

03/28/2025

a. Property owner:

Bruce L. Thomas Revoc Trust
Bruce Thomas
14023 Walters Way, Savage MN 55378
bthomas@beammn.com

b. Property info:

5810 Hardscrabble Circle, Minnetrista MN 55364

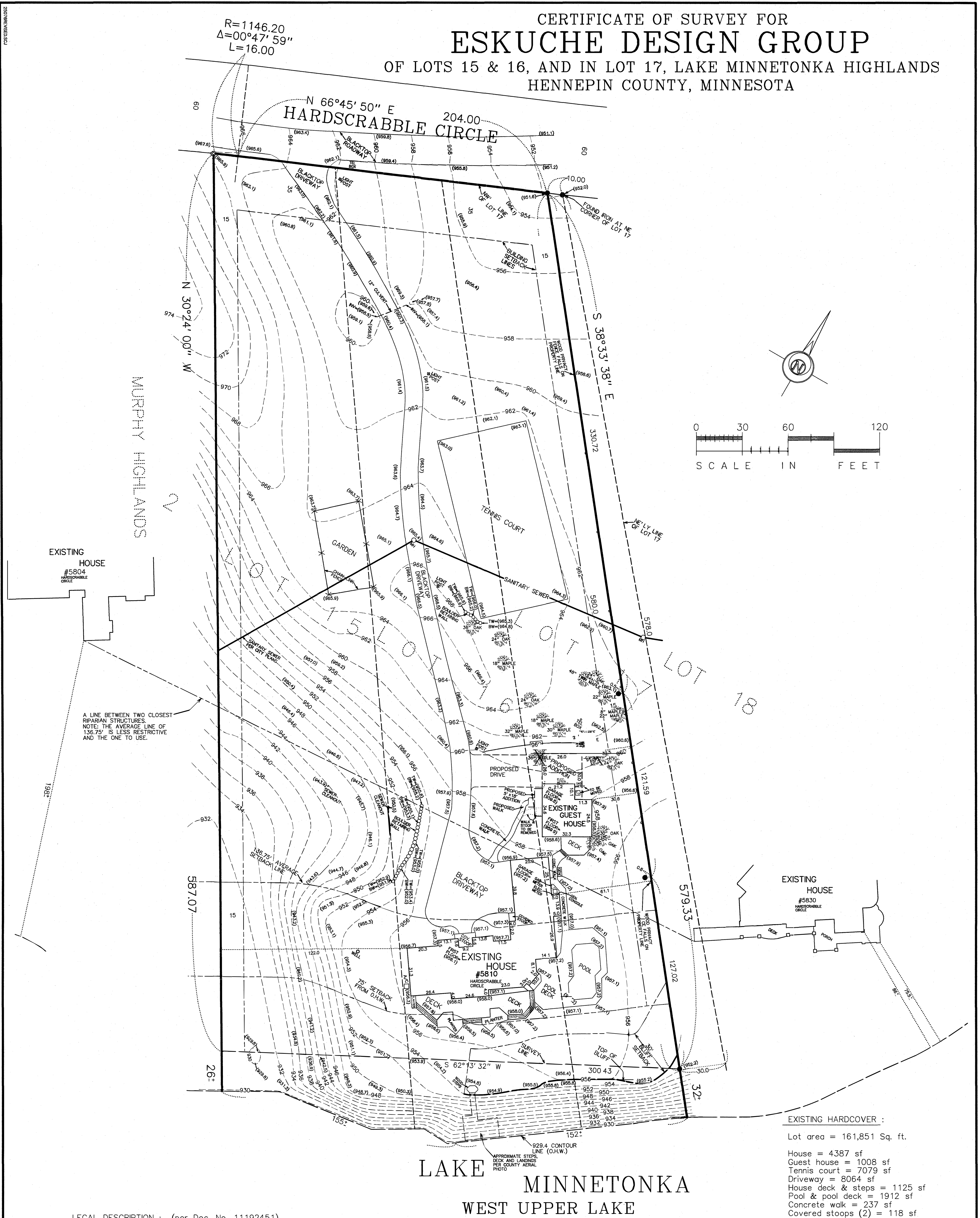
R-1, PID #2611724420010

Parcel size: 3.72 acres, 161,902 sq ft

Legal Description: Lots 15, 16 and 17, Lake Minnetonka Highlands, EXCEPT that part of Lot 17 described as follows: Commencing at the Northeasterly corner of said Lot 17; thence Southwesterly along the Northwesterly line of said lot a distance of 10 feet; thence Southeasterly on a straight line 580 feet to a point distant 30 feet Southwesterly from a point on the Northeasterly line of said lot, 578 feet Southeasterly from the Northeasterly corner thereof; thence continuing Southeasterly along said line or the same extended to the shore line of Lake Minnetonka; thence Northeasterly along the shore line of said Lake to its intersection with the Northeasterly line or the same extended of said Lot 17; thence Northwesterly along the Northeasterly line of said Lot 17 to the point of beginning.

- c. The current detached guest house is being used for the owner's family members. It is not known what the former owner used the guest house for.
- d. The proposed is to make an addition on the existing guest house for family members and or caretakers of family members similar to an ADU. The owner proposes to provide an independent living environment for part time care of family members and his disabled son. The current building does not support auxiliary or garage space for access.
- e. The proposed use would not affect the health, safety, or general welfare of the city.
- f. The proposed is a permitted use under city zoning guidelines.
- g. The proposed is a small expansion of an existing guest house that will provide the owner with more convenient, on-site care for family members, including the owner's disabled son. This expansion increases the height of the building by approx.. 27" due to a deeper garage. The total footprint increases from 1009 to 1663, mostly by expanding the garage from 10' x 20' 23' x 26' to provide more space for vehicle and human access.
- h. Proposed use doesn't conflict with nearby land uses or wetlands.
- i. Proposed use doesn't increase demands from the city resources.
- j. Construction is scheduled to begin on or around June 1st and take approximately 9 months to complete. The hours of construction would follow the city regulations.

CERTIFICATE OF SURVEY FOR
ESKUCHE DESIGN GROUP
 OF LOTS 15 & 16, AND IN LOT 17, LAKE MINNETONKA HIGHLANDS
 HENNEPIN COUNTY, MINNESOTA



LEGAL DESCRIPTION: (per Doc. No. 11192451)

Lots 15, 16 and 17, Lake Minnetonka Highlands, EXCEPT that part of Lot 17 described as follows: Commencing at the Northeastly corner of said Lot 17; thence Southwesterly along the Northwestly line of said lot a distance of 10 feet; thence Southeastly on a straight line 580 feet to a point distant 30 feet Southwesterly from a point on the Northeastly line of said lot, 578 feet Southeastly from the Northeastly corner thereof; thence continuing Southeastly along said line or the same extended to the shore line of Lake Minnetonka; thence Northeastly along the shore line of said Lake to its intersection with the Northeastly line or the same extended of said Lot 17; thence Northwestly along the Northeastly line of said Lot 17 to the point of beginning.

● : denotes iron marker found

⊙ : denotes Judicial Landmark found

(908.3): denotes existing spot elevation, mean sea level datum

—930—: denotes proposed contour line

—917—: denotes existing contour line, mean sea level datum and county maps

PID No. = 26-117-24-42-0010

Bearings shown are based upon an assumed datum.

This survey intends to show the boundaries of the above described property, the location of two existing buildings, spot elevations, topography and major features, some existing trees, with several to be removed, and the proposed location of a proposed addition and grades thereon. It does not purport to show any other improvements or encroachments.

EXISTING HARDCOVER:

Lot area = 161,851 Sq. ft.

House = 4387 sf
 Guest house = 1008 sf
 Tennis court = 7079 sf
 Driveway = 8064 sf
 House deck & steps = 1125 sf
 Pool & pool deck = 1912 sf
 Concrete walk = 237 sf
 Covered stoops (2) = 118 sf
 Guest house deck & steps = 220 sf
 Guest house stoop & walk = 173 sf
 Wood steps, deck & landing = 389 sf
 Boulder retaining walls (2) = 141 sf
 A/C & gen. pads (4) = 40 sf

Total = 24,893 Sq. ft.

24,893 / 161,851 x 100 = 15.38%

PROPOSED HARDCOVER:

Remove stoop & walk = -64 sf

Guest house additions = +656 sf
 Proposed drive = +985 sf
 Proposed walk = +65 sf

Net gain = +1642 sf

1642 + 24,893 = 26,535 Sq. ft.

26,535 / 161,851 x 100 = 16.39%

25076REVISED.SCI

DATE	REVISIONS	PROJECT	DATE	DATE
3-27-25	PROPOSED ADDITION TO GUEST HOUSE	PROJECT	6-6-24	DATE
3-28-25	TREES IN AREA OF PROPOSED ADDITION LOCATED, SHOWN ON DRAWING		1"=30'	SCALE
			25-076	JOB NO.
I hereby certify that this plan, specification, or report was prepared by me, or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.		GRONBERG & ASSOCIATES, INC. CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS 445 NORTH WILLOW DRIVE LONG LAKE, MN 55356 952-473-4141		
Mark S. Gronberg Minnesota License Number 12755				



HARDSCRABBLE RESIDENCE

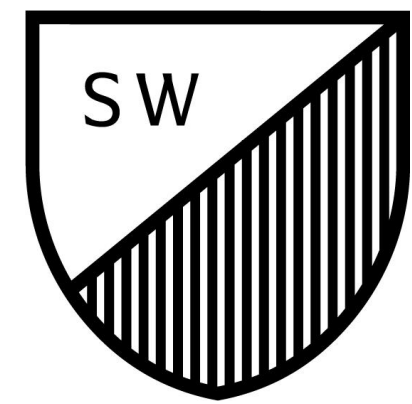
CUP APPLICATION
28 MAR 2025

1



MARK	UNIT		UNIT SIZE	JAMB
	CALL NUMBER	QTY		
GH1	2W CASEMENT	1	6'-0"x5'-0"	
GH2	FIXED	1	2'-6"x4'-8"	
GH3	SWING DR	1	3'-1 1/2"x7'-0 3/4"	
GH4	FIXED	1	2'-6"x4'-8"	



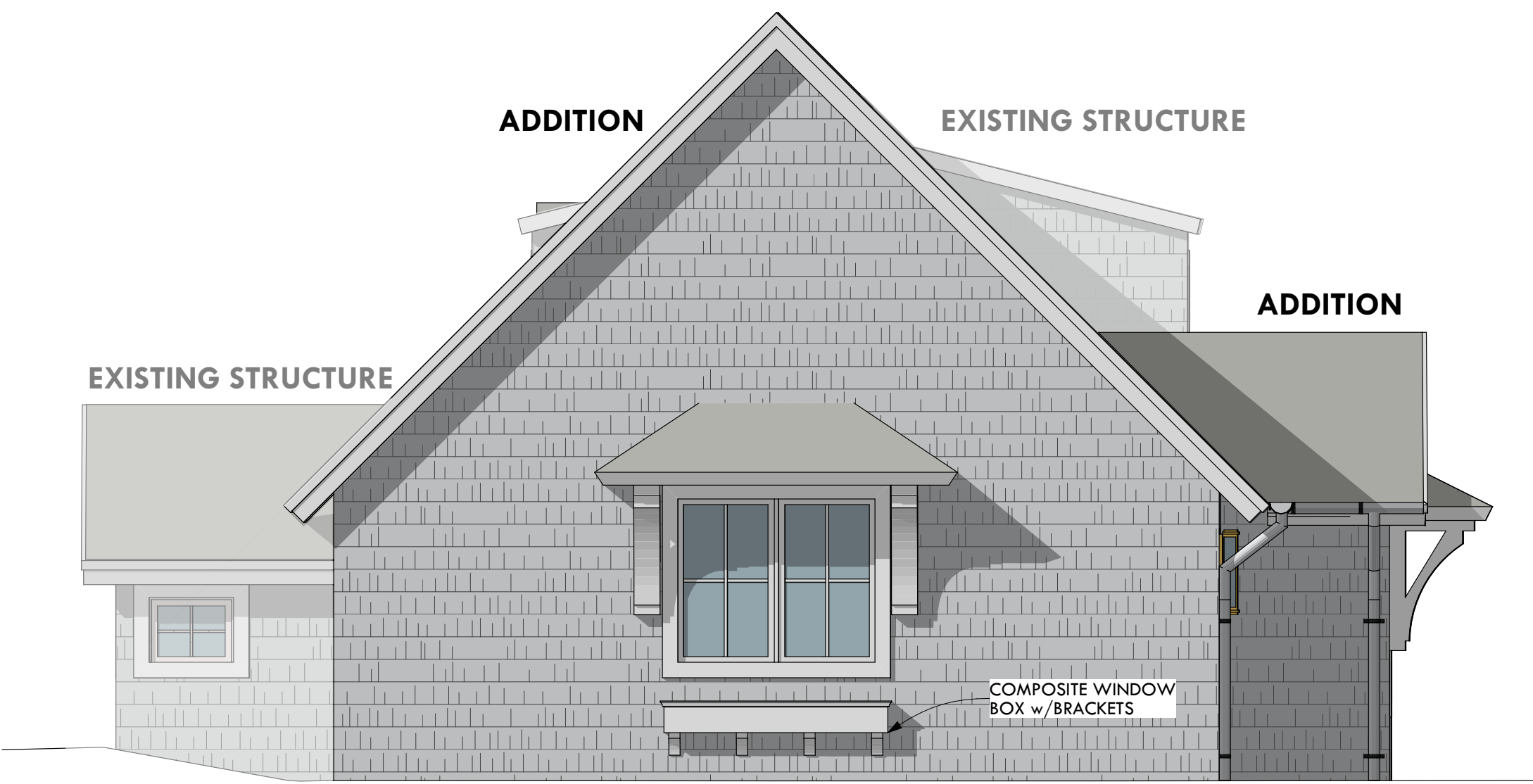


HARDSCRABBLE
RESIDENCE

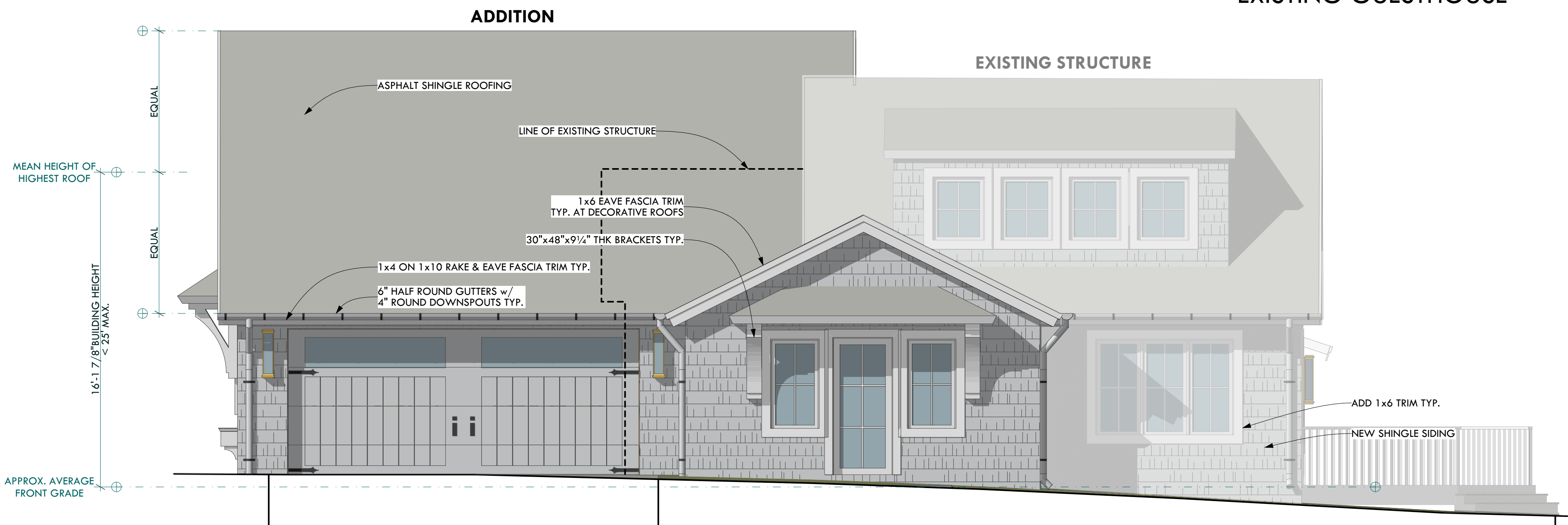
5810 HARDSCRABBLE CIR,
MINNETRISTA, MN 55364



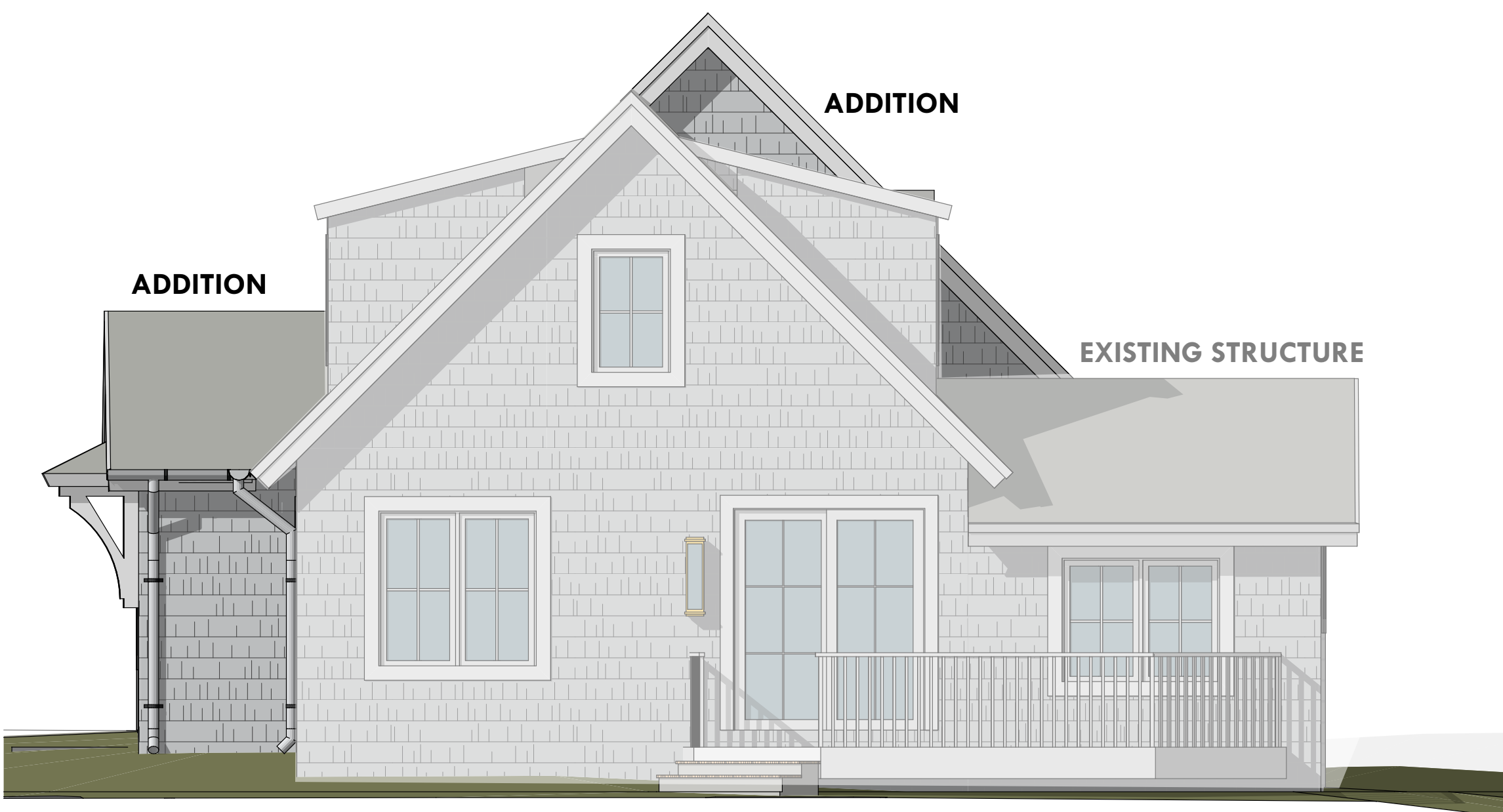
EXISTING GUESTHOUSE



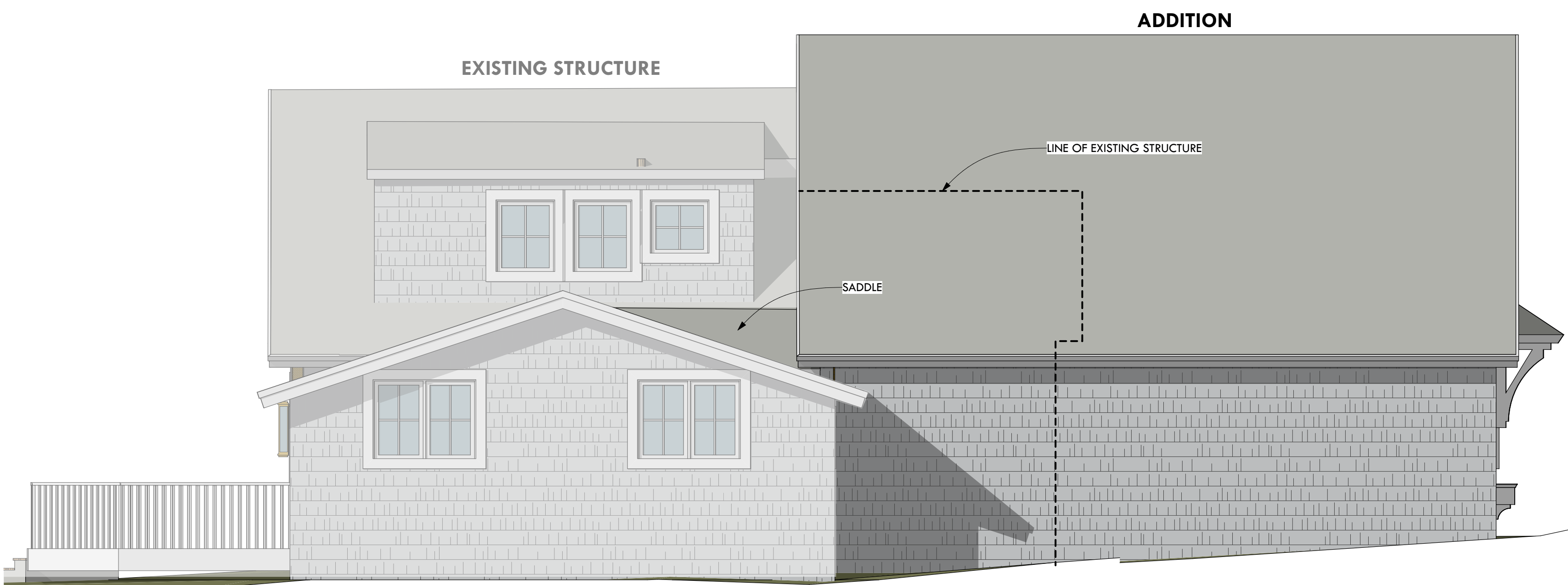
1 GUESTHOUSE NORTH ELEVATION



2 GUESTHOUSE WEST ELEVATION



3 GUESTHOUSE SOUTH ELEVATION



4 GUESTHOUSE EAST ELEVATION



ROOF SHINGLE



SHINGLE SIDING

RESOLUTION NO. 46-25

CITY OF MINNETRISTA

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR BRUCE THOMAS
REVOCABLE TRUST FOR A GUEST HOME OVER 1,000 SQUARE FEET AT 5810
HARDSCRABBLE CIRCLE**

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

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

WHEREAS, Bruce Thomas Revocable Trust (the “Applicant”) has made an application for a conditional use permit for a guest home over 1,000 square feet at the property located generally at 5810 Hardscrabble Circle (the “Property”) and which is legally described on Exhibit A attached hereto; and

WHEREAS, on April 27, 2025, the Minnetrista Planning Commission considered the requested conditional use permit, held a public hearing, and, after consideration of the record before it, voted 5-0 in favor of recommending approval of the conditional use permit; and

WHEREAS, on May 5, 2025, the City Council reviewed the application, as submitted, and has made the following findings of fact:

1. The proposed accessory building over 1,000 square feet is allowed with a Conditional Use Permit;
2. The proposed use does not pose any discernable concerns to the general public health, safety, morals, comfort or general welfare of the inhabitants of the city; and
3. The request is consistent with the Minnetrista Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Minnetrista hereby approves a conditional use permit for a guest home over 1,000 square feet at 5810 Hardscrabble Circle, as requested by the Applicant, based on the findings of fact outlined above, with the following conditions:

1. The property owner and its contractors must create on-site parking for all construction/demolition vehicles (including, without limitation, pick-up trucks, cars, vans, and other similarly-sized vehicles). All construction vehicles shall be at all times be parked on the site of the demolition activity and NOT on Hardscrabble Circle.
2. Delivery of materials and equipment and removal of materials must be completed in an expedited manner. Empty trailers must not remain parked on Hardscrabble Circle or any

other public road except for the period necessary to load and unload. Deliveries and material removal must be coordinated and staged in such a way so as to always allow access for emergency vehicles to all residential driveways.

- 3. The property owner and its contractors are responsible for sweeping/removing debris from Hardscrabble Circle and any other public roadways at the end of each work day and complete repairs for (a) damaged or destroyed asphalt or other public property within 30 days; and (b) damaged or destroyed private property (e.g. mailboxes, signs, landscaping, utilities, and other items subject to damage by construction vehicles) as soon as possible.
- 4. The City may require you to install temporary “NO PARKING” signs in areas of congestion as needed in order to ensure access for emergency vehicles to all residential driveways.
- 5. The guest home shall not be sold or conveyed separate from the primary residence;
- 6. The guest home must be served by the same electrical, water, and gas meters that serve the primary residence;
- 7. No additional driveway or curb cut shall be permitted for the guest home;
- 8. No additional boat slips shall be permitted for the guest home;
- 9. The Property shall be developed in accordance with the plans submitted with this land use application last dated March 28, 2025;
- 10. The Applicant shall obtain all necessary permits and approvals from the City and other applicable agencies with jurisdiction over the Property prior to any construction;
- 11. The Applicant is responsible for all fees incurred by the City in the review of this application; and
- 12. The Applicant has one year from approval to be a building permit has been issued for the Property. If no building permit is issued, this approval will become void and expire.

This resolution was adopted by the City Council of the City of Minnetrista on the 5th day of May 2025, by a vote of ____ Ayes and ____ Nays.

ATTEST:

Lisa Whalen, Mayor

Ann Meyerhoff, City Clerk

EXHIBIT ALegal Description of 5810 Hardscrabble Circle:

Lots 15, 16 and 17, Lake Minnetonka Highlands, EXCEPT that part of Lot 17 described as follows: Commencing at the Northeasterly corner of said Lot 17; thence Southwesterly along the Northwesterly line of said lot a distance of 10 feet; thence Southeasterly on a straight line 580 feet to a point distant 30 feet Southwesterly from a point on the Northeasterly line of said lot, 578 feet Southeasterly from the Northeasterly corner thereof: thence continuing Southeasterly along said line or the same extended to the shore line of Lake Minnetonka; thence Northeasterly along the shore line of said Lake to its intersection with the Northeasterly line or the same extended of said Lot 17; thence Northwesterly along the Northeasterly line of said Lot 17 to the point of beginning.

Hennepin County, Minnesota.



CITY OF MINNETRISTA

REQUEST FOR CITY COUNCIL ACTION

Subject: West Metro Drug Task Force Agreement

Prepared By: Craig Squires, Director of Public Safety

Meeting Date: May 5th 2025

The West Metro Drug Task Force (WMDTF) is a joint powers agreement currently between Hennepin County and the cities of Orono, Medina, Edina, Eden Prairie, Hopkins, Minnetonka, St. Louis Park, South Lake Minnetonka Police and West Hennepin Public Safety. The WMDTF has been in existence since 2004 and provides dedicated proactive narcotics investigation and enforcement to all members of the agreement. The Hennepin County Sheriff's Office and each of the law enforcement agencies responsible for the member cities provide an agent to form the task force.

The Minnetrista Public Safety Department has long identified the need for dedicated proactive narcotics investigation and enforcement both within our jurisdiction and affecting our jurisdiction.

Before you tonight there is an amended and restated agreement which includes the city of Minnetrista as a member of the WMDTF.

Recommended City Council Action: Motion to approve Res No 47-25 Approving West Metro Task Force Agreement

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

Mission Statement:

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

SECOND AMENDED AND RESTATED
WEST METRO DRUG TASK FORCE AGREEMENT

THIS SECOND AMENDED AND RESTATED WEST METRO DRUG TASK FORCE AGREEMENT (the "Agreement") is made this 30th day of January 2025, by and among the undersigned units of government who are responsible for the enforcement of controlled substance laws in their respective jurisdictions.

WHEREAS, the parties previously determined to create a regional joint powers entity for the purpose of enforcing the laws of their respective jurisdictions; and

WHEREAS, the parties entered into a joint powers agreement creating the West Metro Drug Task Force dated July 27, 2004; and

WHEREAS, the parties entered into the AMENDED AND RESTATED WEST METRO DRUG TASK FORCE AGREEMENT, dated September 13, 2016 (the "Amended Agreement"); and

WHEREAS, the parties hereto wish to amend and restate the Amended Agreement to add additional parties and make other administrative changes.

NOW, THEREFORE in consideration of the covenants herein contained the parties hereto agree as follows:

1. **Name.** The parties hereby restate and validate the West Metro Drug Task Force. ("Task Force").
2. **General Purpose.** The Task Force shall collaboratively investigate crimes and conduct law enforcement. This Agreement restates and defines the rights and obligations of the Governmental Units with respect to the duties and activities performed by the Task Force throughout the term of the Agreement.

To varying degrees, the Task Force relies on forfeiture funds to pay for investigation and law enforcement. Receipt of forfeiture may be restricted to law enforcement agencies. Accordingly, eligibility to be a Member is restricted to governmental units that are or that employ their own law enforcement agency whose primary function is the investigation and apprehension of individuals suspected or convicted of criminal offenses, and which government units are able to assign agents meeting the standards set forth herein (each, an "Agency").

3. **Members.** The "Members" of this Agreement are the following governmental units:

Hennepin County
City of Medina
City of Minnetrista
City of Orono

West Hennepin Department of Public Safety
City of Edina
City of Eden Prairie
City of Hopkins
City of Minnetonka
City of Saint Louis Park
South Lake Minnetonka Police Department

along with any governmental units subsequently added in accordance with the provisions herein.

The Members shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Members agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

4. **Term; Automatic Extensions.**

- 4.1 The term of this Agreement shall be for one year, commencing January 30th 2025 and expiring on January 29, 2026 unless terminated earlier pursuant to the provisions herein.

Except as provided in this section 4.1, this Agreement shall be automatically extended for successive one-year terms upon the same terms, conditions, and covenants. The Board may prevent the automatic renewal of this Agreement by majority vote of all members taken at least ninety (90) days prior to the expiration of any term; in that event, this Agreement shall expire at the end of the then-existing term.

5. **Administrative Board.**

- 5.1. The Task Force shall have a Board of Directors (“Board”) consisting of the chief law enforcement officer, or designee, representing each Member’s Agency (each, a “Director”). All Directors shall serve at the pleasure of their respective appointing authority.
- 5.2. Directors shall not be deemed employees of the Task Force and shall not be compensated by it.
- 5.3. The Board will delegate the authority and responsibility of carrying out the purpose of the Task Force to a “Task Force Commander” or that person’s designee.
- 5.4. The Board shall meet as needed to evaluate the progress of the Task Force. A meeting may be called by any Director, or the Task Force Commander.
- 5.5. The Board may approve contracts, including agreements for the rental of real property, incur expenses and make expenditures necessary and incidental to the

effectuation of its purposes and consistent with its powers. For the avoidance of doubt, all contracts shall be let in accordance with applicable law, including but not limited to Minnesota Statutes § 471.345.

- 5.6. The Board may recommend changes to this Agreement. This Agreement may only be modified by a written amendment that is approved and signed by all Members, or their designees.
- 5.7. The Board may receive, on behalf of the Task Force, funds and/or real or personal property by grant, forfeiture, devise, bequest, any funds voluntarily contributed by any Member, or other source authorized by law for use by the Task Force.
- 5.8. Each Member is entitled to one (1) vote on Task Force matters. Board action requires a majority vote of Members present for the vote. A quorum shall exist and votes may be taken if a majority of the Directors or their designees are present. Upon approval by the Board: (i) voting by designee shall be permitted; and (ii) subject to applicable law, including the Minnesota Open Meeting Law, Minn. Stat. ch. 13D, a Director shall be allowed to participate in meetings, count towards the quorum, and vote on Task Force matters if the Director is participating in the meeting by and through a videoconferencing application, e.g., Teams or Zoom. The Board will exercise reasonable efforts to develop and deploy rules and processes related to scheduling and conducting meetings, including record-keeping and reporting as necessary.

6. Powers and Duties of the Task Force Commander

- 6.1. The Task Force Commander will direct investigative/law enforcement activities; priority may be given to case investigations that directly impact jurisdictions represented by a Member.
- 6.2. While assigned to the Task Force, all personnel shall be under the direct supervision and control of the Task Force Commander, who shall be responsible for performing, at least, the following duties:
 - a. scheduling assigned personnel;
 - b. providing input on employee evaluations, if requested; and
 - c. allocating overtime work, if necessary.
- 6.3. The Task Force Commander shall cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which the Task Force is organized.

7. Insurance, Indemnification, and Liability

- 7.1. The Task Force will maintain liability coverage with the League of Minnesota

Cities Insurance Trust with a limit of at least \$2,000,000 per occurrence, under standard LMCIT liability coverage forms.

Alternatively, the Task Force may maintain equivalent private liability insurance coverage. Such coverage may be provided through separate policies for commercial general liability and law enforcement liability. Such private liability insurance policies must comply with the following requirements:

- Each policy must have a limit of at least \$2 million per occurrence. If the policy contains a general aggregate limit, the general aggregate limit must not be less than \$2,000,000.
- The CGL insurance must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability.
- Each Member and each Member's officers, employees, and volunteers, must be named as additional covered parties on each policy for all claims arising from Task Force activities or operations.

- 7.2. The Task Force may in its discretion procure coverage for auto liability and damage to or loss of property used exclusively by/for the Task Force.
- 7.3. If the Task Force at any time hires employees, it will immediately acquire and maintain workers' compensation coverage to the extent required under law.

Except as expressly set forth herein, the Task Force shall defend and indemnify its Members for any liability claims arising from Task Force activities or operations, and decisions of the Task Force Board. Nothing in this Agreement shall constitute a Member's waiver of the statutory limits on liability set forth in applicable law, including but not limited to Minnesota Statutes Chapter 466, or a waiver of any available immunities or defenses, and the limits of liability under applicable law for some or all of the parties may not be added together to determine the maximum amount of liability for any party. For the avoidance of doubt, the Task Force is considered a single governmental unit for purposes of total liability for damages pursuant to Minn. Stat. § 471.59, subd. 1a(b).

- 7.4. Nothing herein shall be construed to provide insurance coverage or indemnification to any Agent, officer, employee, or volunteer for any act or omission for which the individual is guilty of malfeasance in office, willful neglect of duty, or bad faith.
- 7.5. Any excess or uninsured liability shall be borne equally by all the Members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith which will be, as among the Members, the sole responsibility of the Member associated with the individual.

- 7.6. Except as expressly provided herein, each Member shall be responsible for injuries to or death of its own Agents or other personnel assigned to the Task Force. Each Member will maintain workers' compensation insurance or self-insurance coverage, covering its own Agents and personnel while they are assigned to the Task Force or are otherwise participating in or assisting with Task Force operations or activities. Each Member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other Member for any workers' compensation benefits paid, due, or owing to its own Agents, personnel, or their dependents, that arise out of participation in or assistance with Task Force operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Member or its officers, employees, or volunteers.
- 7.7. Each Member shall be responsible for damages to or loss of its own equipment. Each Member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other Member or request indemnification for damages to or loss of its equipment arising out of participation in or assistance with Task Force operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other Members or its officers, employees, or volunteers.
- 7.8. All insurance policies and certificates required under this Agreement shall be open to inspection by any Member upon request.

8. Finances

- 8.1 During any time that Hennepin County is a Member of the Task Force, the Hennepin County Sheriff's Office ("HCSO") shall serve as sole administrator of all Task Force funds ("Administrator"). If Hennepin County withdraws from the Task Force, the Board shall appoint a new Administrator.
- 8.2 The Administrator is authorized to act as Task Force fiduciary for all applicable purposes, including but not limited to participating in equitable (forfeiture) sharing programs, receiving and holding funds on behalf of the Task Force, and earmarking funds for use in support of the Task Force's operations.
- 8.3 The Administrator shall perform all tasks hereunder in accordance with applicable law and standard accounting practices and procedures.
- 8.4 The Administrator is authorized to and shall: (i) receive all funds for deposit; (ii) make disbursements therefrom for Task Force purposes subject to Board approval; (iii) maintain current and accurate records of all obligations and expenditures of Task Force funds; and (v) maintain all records for a period of not less than six years or longer periods if required by law.
- 8.5 Subject to the provisions herein, Task Force operations will be financed from grants, forfeitures, funds voluntarily contributed by any Member, and other source authorized by

law.

- 8.6. Members will provide Agents for the Task Force but will not otherwise be required to provide funds without the prior amendment of this Agreement approved by the governing bodies of all Members, or their designees.
- 8.7. Additionally, the Administrator shall cause to be made an annual audit of the books and accounts of the Task Force and shall make and file a report to the Board - which report shall include, at least, the following information:
 - a. the financial condition of the Task Force;
 - b. the status of all Task Force projects;
 - c. the business transacted by the Task Force;
 - d. a Financial Activity Report System (FARS) Report;
 - e. quarterly financial report; and
 - f. other matters which affect the interests of the Task Force.
- 8.8. The Task Force's books, reports, and records shall be open to inspection by its Members and the state auditor at all reasonable times.
- 8.9. Except as expressly approved by the Board, the Task Force may not incur obligations or approve contracts that extend beyond a prudent and manageable time-frame, acknowledging the term of the Task Force and the provisions herein for Member withdrawal or Task Force termination, or which will require the expenditure of funds in excess of funds available.
- 8.10. The Board shall approve an annual operating budget for the Task Force no later than September 1st of each calendar year. The Board may amend the budget as necessary.
- 8.11. The Task Force's funds may be expended by the Board in accordance with this Agreement in a manner determined by the Board. In no event shall there be an expenditure of Task Force funds except per the approved budget.
- 8.12. Notwithstanding duly entered contracts as authorized herein, the Board may not incur debts.

9. **Agents.**

- 9.1. Unless the Board provides prior approval, each Member shall assign at least one (1) experienced, licensed peace officer/deputy to serve on the Task Force (an "Agent"). Agents shall be licensed pursuant to Minnesota Statutes, §626.84, subd. 1, and shall have a minimum of one (1) year prior experience in law enforcement.
- 9.2. Each Agent must be assigned to the Task Force on a full-time basis for at least one year unless he/she is reassigned by the Agent's Director.
- 9.3. As directed by the Task Force Commander, Agents will be responsible for investigation, including intelligence management, case development, case

charging, and other law enforcement duties. Agents may also assist other Agents in performing hereunder. Agents will work cooperatively with assisting agencies. Agents and other assigned officers acting under this Agreement in the jurisdiction of another party to this Agreement are acting in the line of duty and in the course of employment and are authorized to exercise the powers of a peace officer therein.

- 9.4. Members acknowledge that it is their sole responsibility to compensate all personnel performing any services for the Task Force, including but not limited to paying salary and benefits. Benefits may include, but are not limited to, workers' compensation, worker's compensation insurance, health care, disability insurance, life insurance, re-employment insurance, FICA, Medicare, and PERA.
- 9.5. All personnel assigned to the Task Force shall comply with rules of conduct prescribed by the Task Force.
- 9.6. The Task Force Commander, or a designee, shall refer disciplinary matters involving any Agent to the respective Agent's Director for investigation and disposition unless, based on the judgment of the Task Force Commander/designee, a particular matter represents grounds for the issuance of a criminal complaint, in which case the matter shall be referred directly to an external law enforcement agency for investigation provided the Director of the assigning agency, the Task Force Commander, and at least one other Director are notified in advance thereof.
- 9.7. At no cost to the Task Force, each Member shall furnish their Agents with equipment necessary to complete their duties, which may include a weapon, ballistic vests and other protective equipment, a vehicle, and a computer.
- 9.8. Unless the Board directs otherwise, clerical assistance will be furnished by Members at no additional cost to the Task Force.
- 9.9. All personnel and computer networks performing Task Force functions shall be CJIS certified.
10. **Forfeiture, Seizures and Fines.**
 - 10.1 Pursuant to applicable law, the Task Force may gain rights in or otherwise acquire property subject to forfeiture. The money or proceeds from the sale of forfeited property after payment of seizure, storage, forfeiture and sale expenses and satisfaction of valid liens against forfeited property shall be distributed in accordance with Task Force process and applicable law, including without limitation Minnesota Statutes § 609.5315.
 - 10.2 Seizures/forfeitures eligible for the Department of Justice's Asset Forfeiture Program (the "Program") shall be subject to all Program rules and requirements, as they may be amended from time to time.

- 10.3 When a distribution is to be made and unless the Board directs otherwise, forfeiture monies and proceeds generated by the Task Force shall be distributed in equal shares to the then participating Members of the Task Force at the time of distribution after deduction of all costs and expenses herein stated. The receipt and disbursement of forfeiture sale proceeds shall be referenced in the Administrator's quarterly Task Force financial report.
11. **Headquarters.** The Task Force headquarters shall be in a locations/facilities approved by the Board. As necessary, the Board may approve payment of rent, utilities, and other costs associated therewith.
12. **Additional Members, Withdrawal from Membership, and Task Force Termination**
- 12.1. Any governmental unit that employs its own law enforcement agency and shares a common geographical boundary with any Member may join the Task Force and become a Member upon the following: (i) approval and execution of a copy of this Agreement by such governmental unit; and (ii) approval by the Directors.
- 12.2. In any case in which a governmental unit joins the Task Force pursuant to paragraph 12.1, contributions by and reimbursement to such new Member shall be equitably determined and adjusted by the Board to reflect the participation by that Member.
- 12.3. Except as otherwise set forth herein, any Member, upon ninety (90) days' written notice to all Members, may withdraw and cancel its participation in this Agreement.
- 12.4. If a Member fails to assign an Agent for twelve (12) consecutive months, the Board may notify the Member of the default. If the Member fails to assign an Agent within six (6) months of the notice, the Board may involuntarily terminate the Member's participation in the Task Force.
- 12.5. Except for distributions expressly required by law, (i) withdrawing Members; and (ii) Members terminated for failure to assign an Agent, are not entitled to any distribution. However, the Board may, in its sole discretion and without participation of the Member in question, approve an equitable distribution adjusted to reflect that Member's contributions and participations as well as other relevant factors.
- 12.6. The Members may, by and through action of a majority of the Board, abolish the Task Force at any time. Thereafter, the Task Force shall continue in full force and effect until such time as all matters, including law enforcement matters and Task Force financial matters, are resolved and concluded to the satisfaction of the Board. During such time, Members will not be allowed to withdraw/cancel; all

Members shall remain bound and obligated to the provisions in this Agreement.

12.7. Upon expiration or termination of the Task Force and in accordance with applicable law and the provisions herein, all property and funds owned or held by the Task Force or by Member agencies on behalf of the Task Force shall be distributed, or sold with the proceeds distributed, in equal shares to the then participating Members of the Task Force at the time of dissolution, after deduction of all costs and expenses, unless the Board directs otherwise. Unless directed otherwise by the Board, any personal property shall be returned to the owning/contributing Member.

12.8. Notwithstanding the foregoing and unless otherwise permitted by applicable law, funds received by the Administrator as fiduciary for the Task Force from the Department of Justice's Asset Forfeiture Program shall be disposed of in accordance with applicable law, which may include returning funds to the Department of Justice.

13. State and Local Assistance for Narcotics Control Program.

13.1. A Member, acting on behalf of the Task Force and its Members, may apply for Federal, state, or local narcotics enforcement. The applying Member agency shall be the "authorized official", as defined in the general policies and procedures for the program.

14. Media

14.1. Unless the Board otherwise agrees, HCSO or its designee shall be responsible for all media coverage of Task Force activities, including the dissemination of all press releases.

15. Evidence

15.1. Evidence/property seized in accordance with performance hereunder shall be inventoried and stored at a secure law enforcement facility approved by the Task Force Commander.

16. General Provisions

16.1. Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto or as constituting one of the Members as the agent, representative or employee of another Member for any purpose or in any manner whatsoever. Personnel assigned to the Task Force by one of the Members shall not be considered temporary or permanent employees of any other Member or the Task Force itself for any purpose whatsoever, or be entitled to tenure rights or any rights or benefits including but not limited to workers compensation, re-employment insurance, medical/hospital care, sick/vacation leave, severance pay, PERA, or any other right or benefit of another Member.

16.2. This Agreement is intended to replace and supersede the Amended Agreement, as defined in the recitals above.

IN WITNESS WHEREOF, the undersigned, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes § 471.59.

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CITY OF MINNETRISTA

By: _____
Lisa Whalen
Its: Mayor

By: _____
Ann Meyerhoff
Its: City Clerk

By: _____
Craig Squires
Its: Director of Public Safety

RESOLUTION NO. 47-25
RESOLUTION APPROVING

WHEREAS, The City is in need of narcotics investigation and enforcement services, and

WHEREAS, The West Metro Drug Task Force provides these services to member cities, and

WHEREAS, Each member city assigns a licensed police officer as a drug task force agent for the purpose of narcotics investigation and enforcement, and

WHEREAS, The City will be able to provide proactive narcotics investigation and enforcement services,

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, to accept the Second Amended and Restated West Metro Drug Task Force Agreement expiring on January 29, 2026.

This resolution was adopted by the City Council of the City of Minnetrista on the 5th day of May, 2025, by a vote of _____Ayes and _____Nays.

Mayor

ATTEST:

City Clerk



CITY OF MINNETRISTA

REQUEST FOR CITY COUNCIL ACTION

Subject: Approve Task Order 11 for Design and Bidding Services and Authorize Preparation of Feasibility Report for the 2026 Street Improvement Project, City Project No. 01-26

Prepared By: Gary Peters, Public Works Director

Meeting Date: May 5, 2025

Issue:

Authorize professional services for design and bidding services and authorize the preparation of the feasibility report for the 2026 Street Improvement Project, City Project No. 01-25.

Background:

The 2026 Street Improvement Project generally consists of the following work to extend the existing pavement life:

North and South Saunders

- Built in 2000
- 2024 average PCI is 80
- Full depth removal - a portion of North Saunders Lake Dr and a portion of Basswood Drive
- 2" mill and overlay (with patching) of remaining streets

Lakeside Drive, Lakeside Circle, and Pinnacle Way

- Built in 1997 (Lakeside) and 1999 (Pinnacle)
- Average PCI is 83
- 2" mill and overlay

Game Farm Road

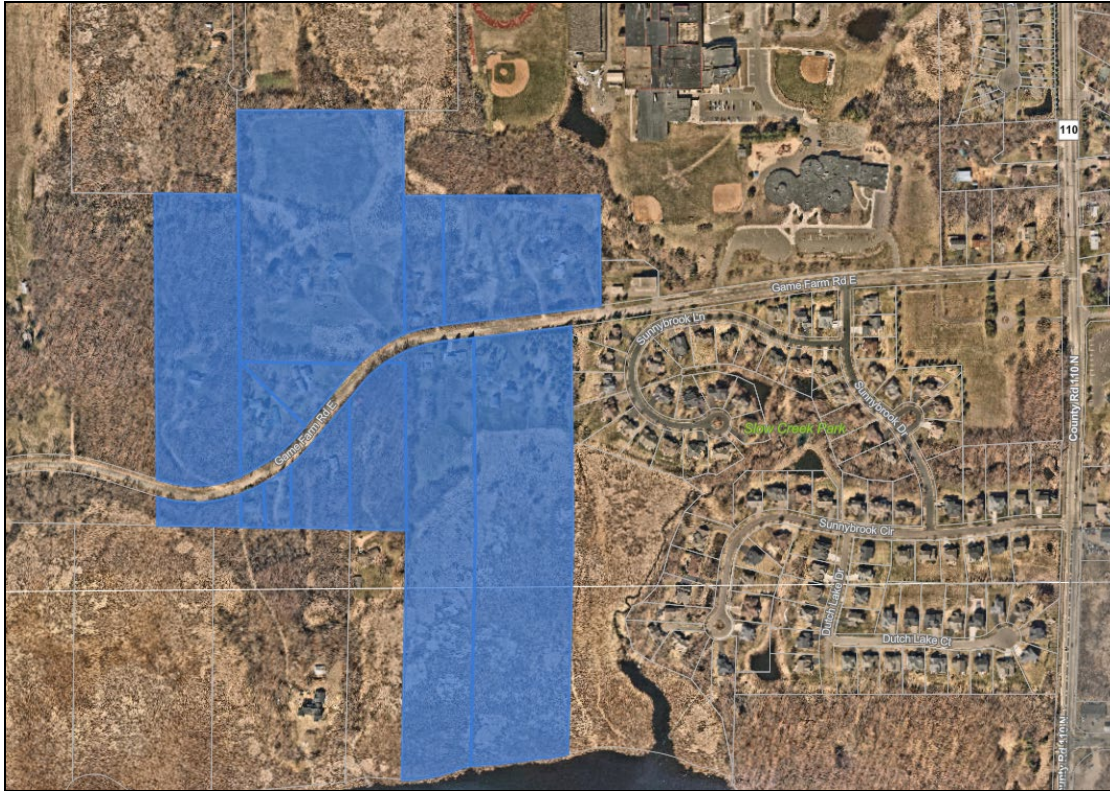
- 3,000 ft west of CR 110 to CR 26 built in 2010
- Average PCI is 72
- Full depth reclamation from CR 110 to ~3,900' west and a portion of the N
- 2" mill and overlay (with patching) of remainder

Utility improvements are not anticipated with this project.

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.

A portion of the project cost for Game Farm Road is proposed to be assessed to twelve adjacent properties as shown below, therefore a feasibility report is required.



The anticipated project schedule is as follows:

Project Open House.....	Summer, 2025
Accept Feasibility Report.....	Late Summer/Early Fall, 2025
Final Design.....	Fall, 2025
Bid Opening.....	Late January/Early February, 2026
Construction.....	Late Spring to Early Fall, 2026

Conclusion:

Staff is recommending Council approve Task Order 11 for design and bidding services from WSB for the 2026 Street Improvement Project and authorizes the preparation of the feasibility report.

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.

Fiscal Impact:

The recommended budget for the 2026 project is \$4.4 million. The City recently requested to add Game Farm Road (CR 110 to Blair Road) to the MNDOT State Aid system and it is anticipated that approximately \$900,000 of State Aid funds can be used towards the project. The other funding source for the project is the Road Fund.

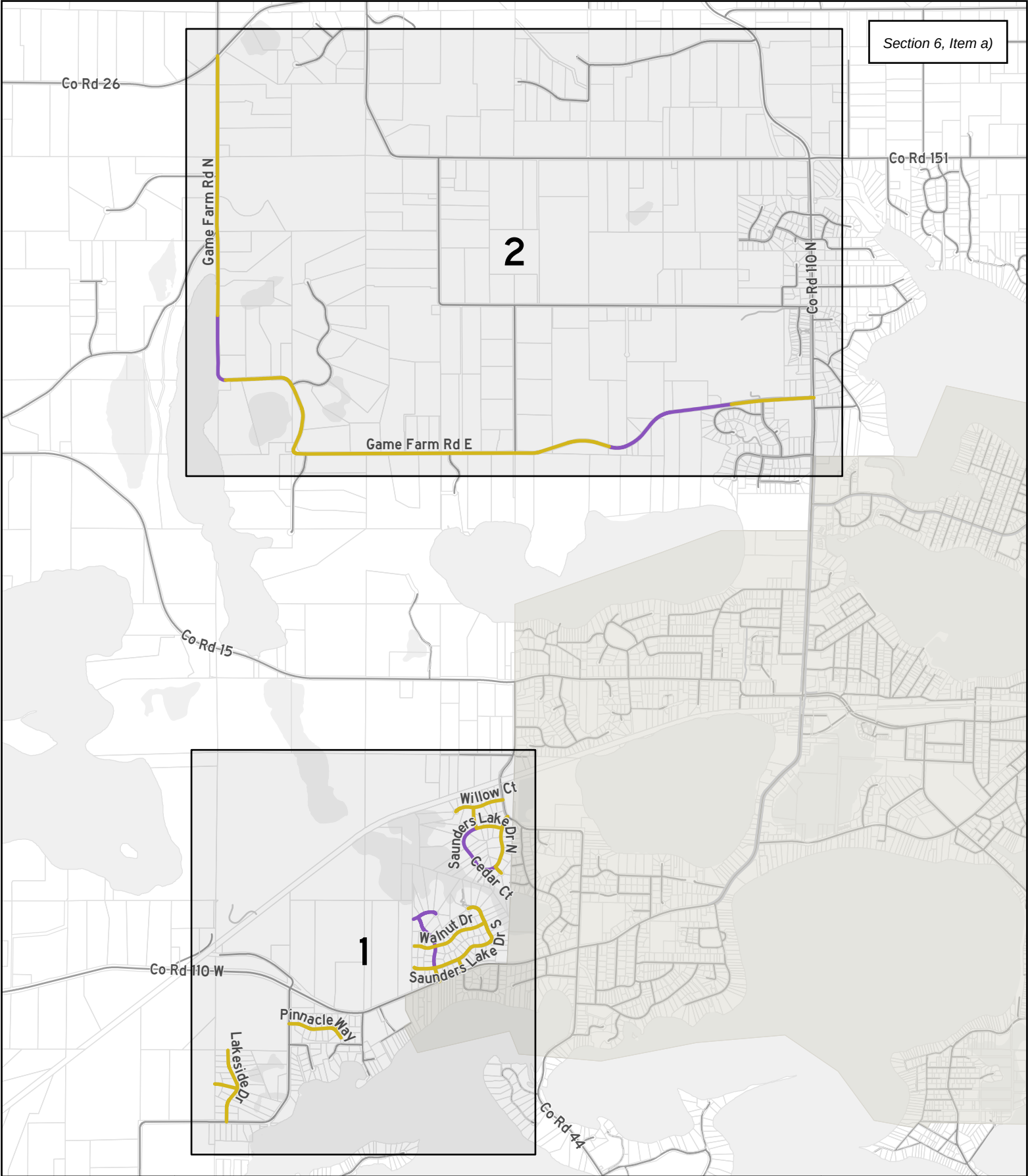
WSB is proposing to complete the work on a cost-reimbursable basis in accordance with their current fee schedule. The proposed fee for design and bidding services is \$133,949. A proposal for construction administration and material testing services will be presented after bids have been opened.

Recommended City Council Action: Staff recommends approval of Resolution 48-25 approving Task Order 11 for design and bidding services for the 2026 Street Improvement Project and Authorize the Preparation of the Feasibility Report.

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.



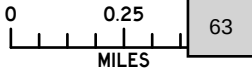
7701 COUNTY ROAD 110 WEST
MINNETRISTA, MN 55364

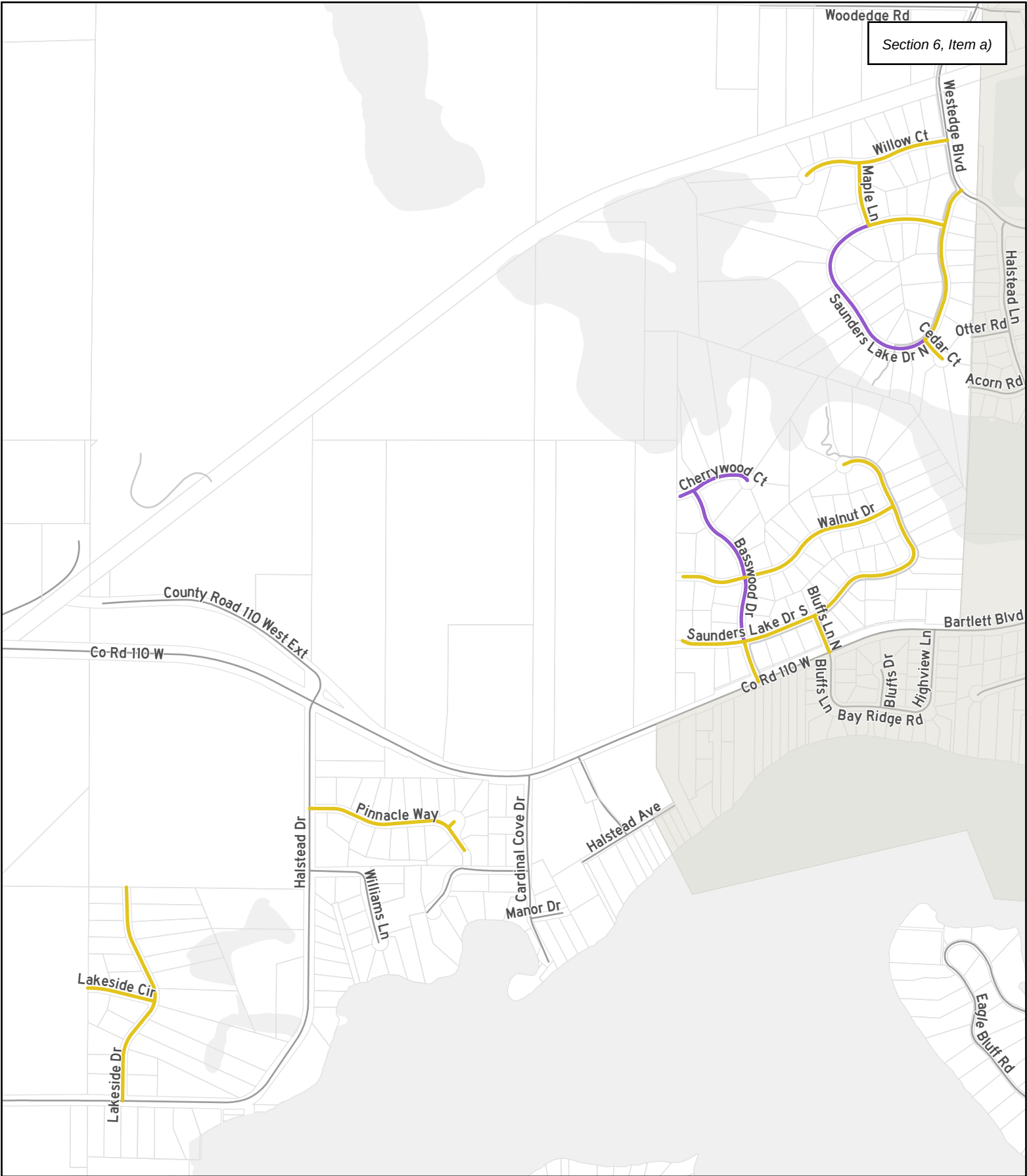
2026 PAVEMENT IMPROVEMENT

FULL DEPTH REMOVAL/REPLACEMENT (FDRR) | 2" MILL/OVERLAY (M/O)

OVERVIEW

ROAD FDRR
ROAD M/O





7701 COUNTY ROAD 110 WEST
MINNETRISTA, MN 55364

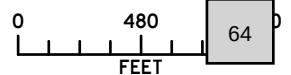
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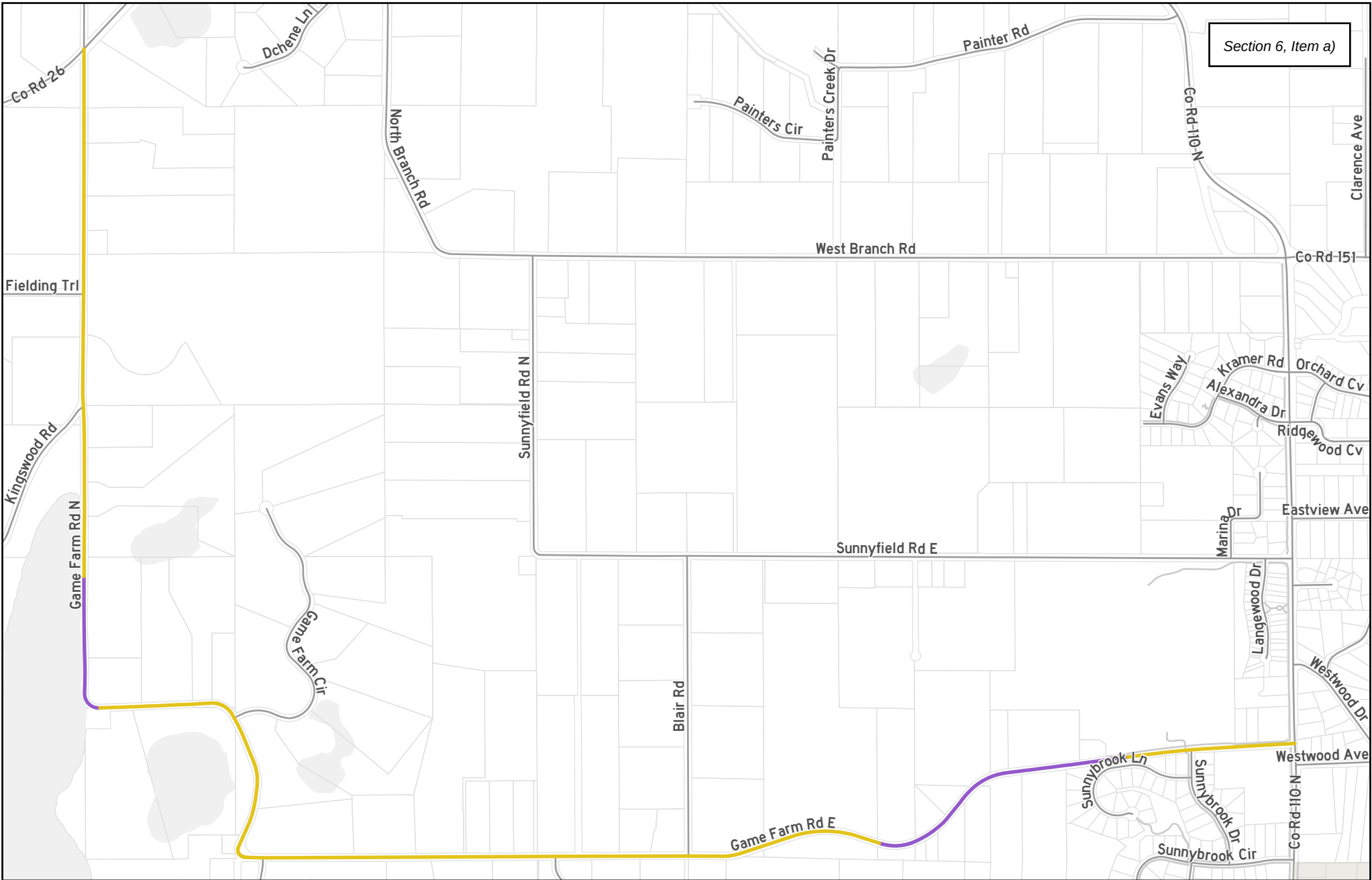
2026 PAVEMENT IMPROVEMENT

FULL DEPTH REMOVAL/REPLACEMENT (FDRR) | 2" MILL/OVERLAY (M/O)

SAUNDERS LAKE NORTH & SOUTH, LAKESIDE & PINNACLE WAY

— ROAD FDRR
— ROAD M/O





Section 6, Item a)



7701 COUNTY ROAD 110 WEST
MINNETRISTA, MN 55364

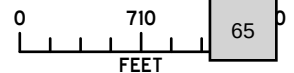
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2026 PAVEMENT IMPROVEMENT

FULL DEPTH REMOVAL/REPLACEMENT (FDRR) | 2" MILL/OVERLAY (M/O)

GAME FARM ROAD

— ROAD FDRR
— ROAD M/O



Master PSA Task Order No. 11

This Task Order No. 11 ("Task Order") is made as of May 6, 2025 ("Effective Date"), under the terms and conditions established in the Master Professional Services Agreement dated February 19, 2024 ("Master Agreement"), between City of Minnetrista, MN ("Client") and WSB LLC ("Consultant"). This Task Order authorizes and describes the scope and compensation conditions for Consultant's professional services ("Services") on the project known as: 2026 Street Improvement Project, located in Minnetrista, Minnesota ("Project").

1. SCOPE OF SERVICES:

See attached Exhibit A.

2. COMPENSATION:

See attached Exhibit A.

3. ADDITIONAL PROVISIONS:

None.

This Task Order is executed pursuant to the Master Agreement, effective as of the Effective Date. Execution of this Task Order by Client and Consultant authorizes Consultant to carry out and complete the Services described herein in strict accordance with the Master Agreement.

City of Minnetrista, MN

WSB LLC

By:

By:

Name:

Name:

Its:

Its:

I. Scope of Services**1. FEASIBILITY AND PRELIMINARY DESIGN****A. Project Management**

- a. Manage project and coordinate as needed with the city.
- b. Review and update WSB resources and time allocated to the project with respect to approved project scope and fee as needed.
- c. Attend one Public Hearing and provide a brief presentation on the Feasibility Report.

B. Preliminary Design

- a. Review available aerial maps and LIDAR data to identify superficial information, landmarks and existing grades.
- b. Drive the project area with the WSB 360 camera and upload to Google Street View to provide a pre-construction image database for the project
- c. Perform a topographic survey of the project area
 - i. Survey will include cross sections at 50-foot intervals (edge-of-bituminous, concrete curb flow line and back of curb, centerline, shoulder PI, ditch/boulevard shots).
 - ii. Residential driveways from edge of driveway to 20 feet along driveway toward the right-of-way.
 - iii. Residential landscaping, including any retaining walls, and mailbox locations.
 - iv. Storm sewer rims, inverts, pipe sizes and material types, including culverts (size, type and inverts).
 - v. Sanitary sewer rims and adjustment ring count only.
 - vi. Trees of 4-inch caliper or larger within the right-of-way.
- d. Provide a preliminary horizontal and vertical alignment for the street rehabilitation including preliminary earthwork calculations.
- e. Coordinate the location of private utility company facilities within the improvement corridor. This includes a private utility design locate request to provide a quality level D location for existing utilities.
- f. Prepare preliminary layout and design based upon public comments, City staff review and engineering judgment for discussion with the Council. Preliminary layout will be a representation of horizontal and vertical alignments with potential construction limits shown and potential construction conflicts. Make minor revisions based upon Council direction.

C. Feasibility Report

- a. Review the existing conditions of the street pavements, underlying soil conditions, utilities, and drainage characteristics.
- b. Prepare a detailed opinion of potential construction and indirect project costs with contingencies.
- c. Identify project funding sources.
- d. Identify owners of parcels along the proposed improvement corridor that benefit from the improvements.
- e. Prepare preliminary assessment roll.
- f. Identify the necessary permitting agencies and requirements.
- g. Prepare preliminary project schedule.
- h. Prepare a Feasibility Report depicting the improvement corridor existing conditions, proposed improvements, funding requirements and resources, figures depicting the improvements and feasibility statements regarding the improvements.
- i. Review the determination of the necessity, feasibility and cost-effectiveness of the project.
 - i. Attendance of one informational meeting with residents to discuss the project and receive comments regarding the design approach and proposed design. The goal is to have an informational meeting prior to the Feasibility Report presentation to the Council.

2. FINAL DESIGN AND BIDDING ADMINISTRATION

- A. Project Management
 - a. Manage project and coordinate as needed with the city.
 - b. Review and update WSB resources and time allocated to the project with respect to approved project scope and fee as needed.
 - c. Attend one Public Hearing and provide a brief presentation on the Feasibility Report.
 - d. Attend the Assessment Hearing.
- B. Final design
 - a. Prepare final plans, project specific specifications, contract documents and bidding forms for the proposed improvements.
 - i. Specifications will be prepared in accordance with the City of Minnetrista, MnDOT standard specifications, and MnDOT State Aid (only for Game Farm Road from CR 110 to Blair Road).
 - ii. Install ADA compliant curb ramps at Game Farm Road and CR 110 and submit cost share request from Hennepin County.
 - iii. Identification of sanitary sewer manholes requiring grade adjustment and inflow/infiltration shields.
 - iv. Identification of storm drain structures requiring adjustment where necessary in the curb line.
 - v. Identification of pedestrian curb ramps in need of replacement to meet ADA standards.
 - vi. Field review and estimate of concrete curb and gutter replacements due to heaving and breakage.
 - vii. Field review and estimate of driveway removal and replacements due to construction impact by curb removal.
 - viii. Provide typical street paving section and pavement detail insets that are street specific.
 - ix. Provide miscellaneous city details in the plans as needed.
 - x. Provide MnDOT standard plans for ADA compliant pedestrian curb ramp replacement.
 - xi. Send correspondence to residents requesting information on items near the right of way.
 - b. Coordinate with MNDOT State Aid office for project review and approval for Game Farm Road (CR 110 to Blair Road).
 - c. Preparation of estimated quantities and detailed engineer's opinion of probable construction cost as it relates to the work outlined in our scope of services.
 - d. Coordinate with private utility companies located in the improvement corridor. This coordination will include providing drawings to any affected utility companies and hosting a utility relocation meeting to determine what utilities, if any, will require relocation.
 - e. Prepare and submit applications for the necessary permitting agencies (Minnesota Pollution Control Agency, Minnehaha Creek Watershed District (MCWD), Hennepin County, etc.).
- C. Bidding Services
 - a. Coordinate project advertisement. We will distribute plans and specifications to the contractors, as well as any necessary addenda. We will host the bid opening electronically, prepare a tabulation of bids and bid results letter for City Council consideration of award of contract.
 - b. Prepare the final assessment roll based on as-bid costs and coordinate the required notices and meetings per Minnesota Statute Chapter 429.

3. PUBLIC ENGAGEMENT

- A. Set up a project website and update at the following milestones:
 - a. Feasibility report accepted by the city council.

- b. Final design is completed and project is out for bids.
- B. Monitor project hotlines and answer questions.

II. Compensation

Not to Exceed

The fee for the proposed scope of services is \$133,949 and will not be exceeded without prior Council authorization.

III. Assumptions

1. GIS. The fee assumes that city staff will perform GIS services necessary to perform the scope of services.

2025 Rate Schedule



	Billing Rate/Hour
PRINCIPAL ASSOCIATE	\$195 - \$281
SR. PROJECT MANAGER SR. PROJECT ENGINEER	\$195 - \$251
PROJECT MANAGER	\$171 - \$191
PROJECT ENGINEER GRADUATE ENGINEER	\$115 - \$190
PROJECT MANAGER ASSISTANT	\$95 - \$155
ENGINEERING TECHNICIAN ENGINEERING SPECIALIST	\$76 - \$189
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$86 - \$182
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$77 - \$180
PLANNER SR. PLANNER	\$89 - \$188
GIS SPECIALIST SR. GIS SPECIALIST	\$86 - \$188
CONSTRUCTION OBSERVER	\$117 - \$152
SURVEY	
Survey Office Technician	\$136 - \$169
Drone Pilot	\$197
One-Person Crew	\$197
Two-Person Crew	\$265
OFFICE TECHNICIAN	\$67 - \$147

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

RESOLUTION NO. 48-25
CITY OF MINNETRISTA
HENNEPIN COUNTY, MINNESOTA

A RESOLUTION APPROVING TASK ORDER 11 FOR THE DESIGN AND BIDDING SERVICES FOR THE 2026 STREET IMPROVEMENT PROJECT AND AUTHORIZES THE PREPARATION OF THE FEASIBILITY REPORT

CITY PROJECT NO. 01-26

WHEREAS, it is proposed to approve a professional services agreement to prepare a feasibility report, plans and provide bidding administration services for the 2026 Street Improvement Project.

NOW THEREFORE, BE IT RESOLVED by the City Council of Minnetrista that the preparation of a feasibility report, final plans and specifications and bidding administration for the 2026 Street Improvement Project is approved.

BE IT FURTHER RESOLVED that the City Council of Minnetrista approves Task Order 11 between the City and WSB to provide professional services for the design and bidding services for the 2026 Street Improvement Project.

This resolution was adopted by the City Council of the City of Minnetrista on the 5th day of May, 2025, by a vote of _____ Ayes and _____ Nays.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk