



CITY COUNCIL MEETING AGENDA
September 18, 2023
7:00pm

1) Call to Order

a) Pledge of Allegiance

b) Introductions: City Council: Mayor Lisa Whalen, Cathleen Reffkin, Ann MacGregor and Claudia Lacy
Staff: City Administrator Jasper Kruggel, Finance Director Brian Grimm, Community Development Director David Abel, Director of Public Safety Paul Falls, Director of Administration Allie Polsfuss, Director of Public Works Gary Peters and Deputy City Clerk Angie Boll
Consultants: City Attorney Sarah Sonsalla, Kennedy & Graven and City Engineer Alyson Fauske, WSB Engineering
Absent: Peter Vickery

c) Approval of Agenda

2) Special Presentations

a) Westonka Lions

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 Conditional Offer of Employment for Jonathan Geyen for Public Works Maintenance Worker
- b) Approve Conditional Offer of Employment for Jack Rodine, Community Service Officer
- c) Approve Application for a Temporary One-day Intoxicating Liquor License for the event of Tonka Brew Fest
- d) Approve Ready Watt Electric Outdoor Warning Siren Service Agreement
- e) Receive and Accept Preliminary Well Siting and Design Report
- f) Res. No. 81-23 Approve Claims
- g) Res. No. 82-23 Approving Lakeshore and Streetside Setback Variances at 3790 Enchanted Lane
- h) Res. No. 83-23 Denying Side Yard Setback Variances at 3790 Enchanted Lane
- i) Res. No. 84-23 Approving Lakeshore and Streetside Setback Variances at 3800 Enchanted Lane
- j) Res. No. 85-23 Denying Side Yard Setback Variances at 3800 Enchanted Lane
- k) Res. No. 86-23 Accepting a Sidewalk Easement at 4358 Woodland Cove Parkway

5) Public Hearings

a)

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, maintaining a rural character, while effectively managing growth.

6) Business Items

- a) Approve Ordinance No. 485 Mediacom Franchise Extension through January 1, 2031 and Modifying Certain Franchise Terms
 - i) Res. No. 87-23 Authorizing Publication of Ordinance No. 485 by Title and Summary
- b) Approve Ordinance No. 486 Amending Sections 1505.19 and 1505.21 of the City Code Regarding use of Substances in Public Places
 - i) Res. No. 88-23 Authorizing Publication of Ordinance No. 486 by Title and Summary

7) Administrative Items

a) Staff Reports

- i) City Engineer – Project Update
- ii) City Administrator – City Events

b) Council Reports

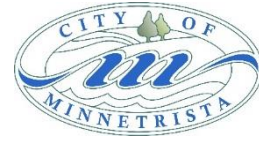
- i) **Mayor Lisa Whalen** – *Economic Development Authority; Personnel Committee; Planning Commission (rotating); Parks Commission (rotating); Public Safety Advisory Committee; Northwest Hennepin League of Municipalities; Regional Council of Mayors; Minnehaha Creek Watershed District; Mound Fire Advisory Committee (alternate)*
- 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*
- iii) **Ann MacGregor** – *Economic Development Authority; Planning Commission (rotating); Parks Commission (rotating); Gillespie Center Advisory Council*
- iv) **Peter Vickery** – *Economic Development Authority; Planning Commission (rotating); Parks Commission (rotating); Pioneer-Sarah Creek Watershed Management Commission*
- v) **Claudia Lacy** - *Economic Development Authority; Planning Commission (rotating); Parks Commission (rotating); Westonka Community & Commerce*

8) Adjournment

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

CITY OF MINNETRISTA

CONSENT AGENDA ITEM 4A



Subject: Request to Approve a Conditional Offer of Employment Jon Geyen as Public Works Maintenance Worker

Prepared By: Allie Polsfuss, Director of Administration, on behalf of the Personnel Committee: Mayor Lisa Whalen, Councilmember Cathleen Reffkin, City Administrator Jasper Kruggel, and Finance Director Brian Grimm

Meeting Date: September 18, 2023

Issue

The City Council is being asked to approve a conditional offer of employment for Jon Geyen as Public Works Maintenance Worker, filling the vacant Public Works position.

Overview

Advertising for the Public Works Maintenance Worker was posted for nearly three months. Staff conducted nine first round interviews, and three final interviews.

Jon Geyen emerged as the final choice for the position. Following discussion with the City Administrator and Director of Public Works, the Director of Administration continued with the contingent offer segment of the process.

Mr. Geyen was offered the position with a conditional offer of employment contingent upon successfully completing a full background investigation completed by the Minnetrista Police Department and a pre-employment drug and alcohol screen test. He must successfully complete these pre-employment steps before starting as a Minnetrista employee.

A little more information on Mr. Geyen: Jon has worked for S.M. Hentges as a pipe laborer since 2018. Prior to that, he worked for Chard Tiling and Excavating from 2014-2017 and Nelson Masonry from 2010-2014. He has the necessary skills and experience required for the position such as; experience in skid loader, snow plowing, dozer, excavator, concrete, asphalt, and other duties associated with the position.

Due to his experience as well as other applicable skills, the Personnel Committee recommends starting him at Step 4 of the Local 49 Union Pay Program at \$30.40 per hour (see conditional offer letter in Attachment A.)

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.

Summary

On behalf of the Personnel Committee, we are asking for approval of this conditional offer of employment at tonight's City Council meeting. We expect Mr. Geyen to join our staff at the City of Minnetrista in the next few weeks.

Recommended City Council Action: Approve Conditional Offer of Employment for Jon Geyen, Public Works Maintenance Worker.

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.



Municipal Offices
7701 County Road 110 West
Minnetrista, MN 55364-9552
Email: minnetrista@ci.minnetrista.mn.us

September 1, 2023

Mr. Jonathan Geyen
<address>

Dear Jon:

This is a conditional offer of employment for the Public Works Maintenance Worker position with the City of Minnetrista. Final approval of your hiring will be granted by the Minnetrista City Council at a future City Council meeting, but this conditional offer allows us to continue with the final steps of the hiring process.

A few items need yet to be successfully completed, including a background investigation, pre-placement physical examination, and a pre-placement drug and alcohol screening test in order to finalize your position. These items are at the City's expense. Information provided by you to the examining physicians must be accurate and complete in order for you to qualify for employment.

The City is offering 2023 Step 4 rate of pay of \$30.40 per hour (or \$63,232.00 annually), plus a full benefit package that begins on your first day of employment.

According to the labor agreement with the union, you will serve a six- month probation period. You will have performance reviews performed at six months and one year of employment. Upon a successful one-year performance review, you will be eligible for a change in job status from "probationary" employee to a "full-time" employee. At your one-year anniversary, you will be eligible to move to the Step 5 of the Public Works pay program. In subsequent years, annual performance reviews will be done at the end of each calendar year, with a possible pay adjustment granted each January 1. You will receive step increases on your anniversary date each year, in accordance with the language of the union contract, as well. This position is a unionized position with the International Union of Operating Engineers (IUOE), Local #49.

We look forward to you completing these final steps, and we are very pleased that you will be joining our staff at the City of Minnetrista.

Sincerely,

Allie Polsfuss

Allie Polsfuss

Mr. Jonathan Geyen
<Address>

I accept all the terms and conditions as set forth in this conditional offer of employment for the Public Works Maintenance Worker position with the City of Minnetrista.

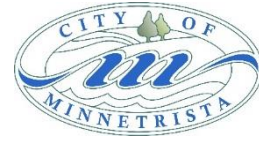
Jonathan Geyen

Date

cc: Jasper Kruggel, City Administrator
Gary Peters, Public Works Superintendent
Personnel File

CITY OF MINNETRISTA

CONSENT AGENDA ITEM 4B



Subject: Request to Approve an Offer of Employment for Jack Rodine as Community Service Officer

Prepared By: Allie Polsfuss, Director of Administration, on behalf of the Personnel Committee: Mayor Lisa Whalen, Councilmember Cathleen Reffkin, City Administrator Jasper Kruggel, and Finance Director Brian Grimm

Meeting Date: September 18, 2023

Issue

The City Council is being asked to approve an offer of employment for Jack Rodine as Community Service Officer (CSO), filling the CSO position vacancy due to Chase Dwinell's promotion.

Background

Advertising for the CSO position began on August 1, 2023. In total, there were five applications received for the position. Staff conducted three interviews.

Mr. Jack Rodine emerged as the final choice for the CSO position. The Personnel Committee provided direction to the Director of Administration to continue with the contingent offer segment of the process. Mr. Rodine was offered the position with a conditional offer of employment contingent upon successfully completing a full background investigation completed by the Minnetrista Police Department, and physical examination.

A little more information on Mr. Rodine: Jack has been a CSO in Robbinsdale since 2021. In addition, he has worked for the Champlin Police Department as a Park Patrol Officer since 2020. We believe he is a great candidate to potentially promote to a future police officer position. He is about two years out from receiving the necessary education and training.

The Personnel Committee recommends starting his at Step 1 of the LELS 473 pay program at \$22.01 per hour.

Summary

On behalf of the Personnel Committee, we are asking for approval of this offer of employment at tonight's City Council meeting. Mr. Rodine is expected our staff at the City of Minnetrista in the next couple weeks.

Recommended City Council Action: Approve the offer of employment for Jack Rodine as the Community Service Officer.

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.



Municipal Offices
7701 County Road 110 West
Minnetrista, MN 55364-9552
Email: minnetrista@ci.minnetrista.mn.us

September 12, 2023

Jack Rodine
<address>

Dear Jack,

This is a conditional offer of employment for the Community Service Officer position with the City of Minnetrista. Final approval of your hiring will be granted by the Minnetrista City Council at a future City Council meeting, but this conditional offer allows us to continue with the final steps of the hiring process.

A complete background investigation and physical examination to our satisfaction must be completed in order to finalize your position. These items are at the City's expense.

We are offering you the 2023 rate of pay at Level 1 of the Community Service Officer wage program at \$22.01 per hour (or \$45,780.80 annually), plus a full benefit package that begins on your first day of employment. You will accrue leave benefits at the three years of service threshold and be placed at three years of service in the LELS #473 wage program.

According to City of Minnetrista policy and the union contract under which you will work, you will serve a one-year (1) probation period, with performance reviews at six-months and at one-year of employment. Upon a successful one-year performance review, you are eligible for a change in job status from "probationary" employee to a "full-time" employee. In future years, your annual performance reviews will be done at the end of each calendar year, with possible pay adjustment granted each January 1. You will also be eligible for pay adjustments in accordance with the union contract. This position is part of Local #473 of the Law Enforcement Labor Services, Inc (LELS) union.

We look forward to you completing these final steps and joining our staff at the City of Minnetrista.

Sincerely,

Allie Polsfuss
Director of Administration

Jack Rodine
<address>

I accept all the terms and conditions as set forth in this conditional offer of employment for the Community Service Officer position with the City of Minnetrista.

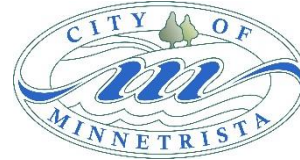
Jack Rodine

Date

cc: Paul Falls, Police Chief / Director of Public Safety
Personnel File

CITY OF MINNETRISTA

CONSENT AGENDA ITEM 4C



Subject: **Application for a Temporary One-day Intoxicating Liquor License for the event of Tonka Brew Fest on November 4, 2023 at Gale Woods Farm, 7210 County Road 110 W**

Prepared By: **Allie Polsfuss, Director of Administration**

Meeting Date: **September 18, 2023**

Issue:

The annual Tonka Brew Fest is scheduled to be held on Saturday, November 4, 2023 from 3 p.m. to 6 p.m. at Gale Woods Farm located at 7210 County Road 110 W. This event features food, live music, door prizes and tastings from over sixteen Minnesota based Microbreweries. A temporary on-sale liquor license is required to conduct this event.

Background:

This event is being held with the intent of showcasing Minnesota microbreweries and to raise funds to be used by the Mound Westonka Rotary to finance local community and humanitarian projects. State liquor laws require a liquor license any time a monetary transaction takes place associated with the service of alcohol.

Temporary intoxicating liquor licenses, with the approval of the Commissioner of Public Safety, may be issued only in connection with a social event sponsored by a club, charitable, religious, or other nonprofit corporation that has existed for at least three years. They may not have an interest in the manufacture or wholesale of alcoholic beverages and cannot have been convicted of a felony or willful violation of federal, state or local ordinance governing the manufacture, sale, distribution or possession for sale or distribution of alcoholic beverages in the last five years. No license shall be for longer than four consecutive days, and the city shall issue no more than 12 days of temporary licenses to any one organization in one calendar year.

Discussion:

All required documentation has been submitted and the Minnetrista Public Safety Department has verified that the applicants named in application have not been convicted within the past five years for any violation of Laws of the State of Minnesota or the City of Minnetrista relating to alcohol. As such, staff would recommend approval of the one day temporary on-sale liquor license for the Mound-Westonka Rotary Club to host the annual Tonka Brew Fest with the following conditions:

Mission Statement:

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

1. No alcoholic beverages may be allowed on the property except those being provided by participating Minnesota microbreweries.
2. No alcoholic beverages may leave the property.
3. On-site ability to call 911 must be provided at the event location.
4. All appropriate postings and laws must be enforced.
5. No one under the age of 21 will be permitted at the event.

As this event is supported by the City of Minnetrista, staff has not required the applicant to pay the \$40 temporary intoxicating liquor license fee. The city has not required this in all previous years.

Recommended City Council Action: Approve a temporary one-day intoxicating liquor license for the annual Tonka Brew Fest on Saturday, November 4, 2023 at Gale Woods Farm located at 7210 County Road 110 W held by the Mound-Westonka Rotary Club with conditions as noted in the staff report and to waive the application fee of \$40.

Mission Statement:

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TEMPORARY ONE-DAY INTOXICATING LIQUOR LICENSE

This license is hereby granted for Stone Brew Fest to be held November 4, 2023 to:

MOUND WESTONKA ROTARY CLUB

FOR CONSUMPTION ON THE PREMISES LOCATED AT:
GALE WOODS FARM; 7210 COUNTY RD 110 ; 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: no alcoholic beverages may be permitted on the property other than those sold/served by Minnesota Microbreweries authorized by the Mound Westonka Rotary Club, no alcoholic beverages may leave the property of Gale Woods Farm, all federal, state and local laws must be observed and on-site ability to call 911 must be provided at the location of the sale, no one under 21 be permitted at the event.

Issued by the authority of the Minnetrista City Council

Lisa Whalen, Mayor

Date

Angie Boll, Deputy City Clerk

Date



CITY OF MINNETRISTA

CONSENT AGENDA ITEM 4D

Subject: Ready Watt Electric Outdoor Warning Siren Service Agreement

Prepared By: Paul Falls, Director of Public Safety

Meeting Date: September 18, 2023

Issue:

The city currently has a network of 16 outdoor emergency warning sirens. Each siren has two basic parts: the controller and the siren. The controller is built by Healy Ruff and allows the unit to communicate with the Hennepin County Dispatch system. The controller allows for monthly testing and emergency tripping of the siren. Embedded Systems Inc. has a proprietary maintenance agreement with Healy Ruff. Embedded Systems has been providing maintenance of these units since they were installed.

Ready Watt Electric works with Embedded Systems to provide preventive maintenance for the other components (other than the controller or radio) of the outdoor warning sirens. Ready Watt Electric has been providing this maintenance of these units since they were installed.

Fiscal Impact:

The fiscal impact to the city is a cost of \$9360.00 per year for four years (2024–2027). The total cost of the four year preventive maintenance agreement is \$37,440.00.

Recommended City Council Action: Approve the acceptance of the service agreement with Ready Watt Electric for our outdoor emergency warning sirens.

Mission Statement:

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



Estimate

Date	Estimate #
8/15/2023	24-27

21269 Jarvis Street NW
Nowthen, MN 55330
PH: 763-241-4944
Fax: 763-241-5245

Name / Address	
Minnetrissa Police Department of Public Safety 7701 County Road 110 West Minnetrissa, MN 55364 Attention: Paul Falls	
	Project
	24-27 Civil Defense Siren Maintenance
Description	
<p>A. Specifications: Our company will provide preventive maintenance services for 4 year contract period on (16) civil defense sirens. This contract will include service calls per year for sirens; however, in the event of a radio problem, we will work with the radio repair facility for on site or shop repairs. However, any costs sustained in making radio repairs will not be part of this contract.</p> <p>B. Costs: As provided in this contract, an annual lump sum price will compensate our Company for maintenance as outlined above. However, any motors or parts at a cost exceeding \$10.00 and labor to install will be considered extra, and billed at a list price less a 5 percent discount. parts included in contract are batteries, pulleys, belts ,fuses, oil, grease, screens and bucket truck. Labor and equipment costs for servicing sirens as outlined are included in the contract price.</p> <p>C. Contract Period: 2024 2025 2026 2027 Cost per Year \$9360.00</p>	
We look forward to doing business with you. Rob Schiller 612-221-4983	

ACCEPTANCE OF PROPSAL

(must be signed and returned for work to begin)

NOTE: This proposal may be withdrawn by Ready Watt Electric if not accepted with in 15 days.

The above prices, specifications and conditions are satisfactory and are herby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM 4E

Subject: Accept AE2S Tech Memo for Wells #8 and #9

Prepared By: Gary Peters, Public Works Director

Meeting Date: September 18, 2023

Issue:

Do a preliminary design for new City wells #8 and #9 placement options and water availability, quality and required regulatory requirements.

Overview:

These wells will be used to supply the new water treatment plant. The overall findings for wells #8 and #9 show that water quality meets all maximum contaminant levels (MCL) set forth by the EPA National Secondary Drinking Water Regulations (NSDWRs). The overall findings show that wells #8 and #9 can be placed in this area, and that they can adequately supply enough water for the new water treatment plant. There may also be a need for a third well, and this too can be placed in this area as needed. The step will be the design of the water treatment facility and where distribution lines need to be installed.

Fiscal Impact:

The financial impact for this was billed at hourly rates, with total compensation not to exceed \$43,400.00, as set forth at the December 5, 2022, city council meeting. This fee also includes the actual well design, which is the next step. Total invoiced to date is \$4,947.25. This is being expensed to the water fund.

Recommended City Council Action:

Council accept AE2S Tech Memo for Minnetrista Wells #8 and #9 preliminary design.

Mission Statement:

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TECHNICAL MEMORANDUM

To: Gary Peters
Public Works Director
City of Minnetrista

From: Nancy Zeigler
Ross Mindermann
Richard Wagner

Re: **Minnetrista Wells No. 8 and No. 9 Preliminary Design**

Date: August 22, 2023

BACKGROUND

The City of Minnetrista (City) requested that Advanced Engineering and Environmental Services, LLC (AE2S) assist with preliminary design for new City Wells No. 8 and No. 9 on the potential Woodland Cove WTP site (herein referred to as "potential WTP Site").

This technical memorandum documents the water quality, hydrogeologic information, water availability, regulatory requirements, and other findings of Well No. 8 and Well No. 9.

WATER QUALITY

Water quality expectations vary based on numerous parameters. To provide a standardized benchmark, the Environmental Protection Agency (EPA) has established the National Primary Drinking Water Regulations (NPDWR). The NPDWR establishes the maximum contaminant level (MCL) and are legally enforceable primary standards and treatment techniques that apply to public water systems. The NPDWR address microbial contaminants, disinfectants and disinfection by-products (DBPs), maximum residual disinfectant levels (MRDLs), inorganic and organic compounds, radionuclides, treatment techniques (TT), maximum contaminant levels (MCLs), and other advisory objectives and parameters. Primary standards protect public health by limiting the levels of contaminants in drinking water.

The EPA has established National Secondary Drinking Water Regulations (NSDWRs) that set non-mandatory water quality standards. These standards establish guidelines to assist public water systems in managing their drinking water for aesthetic considerations, such as taste, color,

Technical Memorandum

Re: Minnetrista Wells No. 8 and No. 9 Preliminary Design

August 22, 2023

and odor. The EPA does not enforce these secondary maximum contaminant levels (SMCLs), which include iron and manganese. However, the Minnesota Department of Health (MDH) has been notifying municipalities of health risk advisories for manganese in their systems above the health-based value (HBV) of 100 ug/l (or 0.1 mg/l).

Traut wells completed a Test Well No. 10 at the potential WTP site in 2022. A series of aquifer pumping tests were completed on the Jordan aquifer, Tunnel City Wonewoc (TCW) aquifer, and Mt. Simon Aquifer as drilling and construction of the test well progressed. Testing was completed by isolating the open hole of each aquifer as it was encountered. The depth of the Jordan, TCW and Mount Simon were 343 feet, 565 feet and 765 respectively. Water quality within each aquifer was determined from Test Well No. 10. The analytical results for key parameters are summarized in **Table 1**

Table 1: Focus Area Aquifer Water Quality

	Tunnel City-Wonewoc	Jordan	Mt. Simon	MCL (SMCL)
Iron	1.00 mg/L	1.07 mg/L	1.10 mg/L	0.3 mg/L
Manganese	0.14 mg/L	0.67 mg/L	0.24 mg/L	0.05 mg/L*
Combined Radium	4.28 pCi/L	0.23 pCi/L	4.25 pCi/L	5.00 pCi/L
TDS	540 mg/L	390 mg/L	500 mg/L	500 mg/L

* Manganese also has a Health-Based Value (HBV) of 100 µg/L (or 0.1 mg/l)

The water from all aquifers:

- Meets all MCLs.
- Exceeds iron and manganese SMCLs.
- Exceed the HBV for manganese.

The water from the TCW and Mt Simon aquifers are higher in radium and total dissolved solids (TDS) than the Jordan formation. Radium levels are below, but approaching, the primary standard and TDS levels are at or above the secondary standard. TDS is generally made up of inorganic salts, as well as a small amount of organic matter. The TDS levels above are commonly found in local wells and an indication of hard water due to calcium and magnesium in the water.

Treatment for any parameters exceeding primary drinking water standards and the manganese health-based value will be required, as a minimum. However, removal of iron along with manganese is desirable and will achieve water similar in quality to the City's current treated drinking water. Water treatment to remove iron and manganese typically includes oxidation of iron and manganese followed by filtration, and chlorine and fluoride addition.

HYDROGEOLOGICAL STUDY

A hydrogeological study was completed by LRE Water. The resulting study "City of Minnetrista Hydrogeologic Assessment and Preliminary Siting of Proposed Wells No. 8 and No. 9" (Hydrogeological Study) is summarized herein and attached at the end of this Technical Memorandum as Appendix A.

The objectives of the Hydrogeological Study were as follows:

- Provide information on the available bedrock aquifers.
- Estimate potential well yields from these aquifers, particularly in the City's south well field area.
- Identify locations and target aquifers for proposed Wells No. 8, No. 9, and No. 10; and
- Identify general areas in the City where future potential well fields could be located based on the hydrogeologic conditions.

The hydrogeologic study area is considered to be all land within the City Limits while the actual siting is focused on a "focus area" which is considered to be an area within the SE corner of the City including Wells No. 3, No. 4, No. 6, No. 7, the potential Woodland Cove WTP Site, and Test Well No. 10. The study area and focus area are depicted in **Figure 1**.

The hydrogeological study revealed that the focus area and potential new well site has three aquifers present that could be utilized as high-capacity water sources. The aquifers present are the TCW, Jordan, and Mt. Simon. Additionally, there are shallow sand and gravel aquifers that are present and are thick enough to be utilized as water source; however, due to the vulnerable nature of these aquifers it is not recommended to use it as a source when other reliable, less vulnerable aquifers are available.

As part of the Hydrogeological Study, multiple geological cross-sections were produced throughout the study area. **Figure 8** of the Hydrogeological Study and in **Appendix A** show's a geological cross section connecting Wells No. 6, No. 7, No. 3, No. 4, and Test Well No. 10, through the focus area. Analysis of this cross section shows approximate depths and thickness's of present geological formations within the focus area. The buried sand and gravel aquifers that are present in the focus area are shown to be hydraulically connected to the Jordan aquifer, where present, and the Mt. Simon and TCW, where the Jordan is not present. This connectivity will likely provide additional groundwater recharge to the connected aquifers.

The hydrogeological study results indicate that proposed Wells No. 8 and No. 9 would have the capacity to meet a 2,000-gpm demand if constructed in the Mt. Simon and Jordan aquifers. An optional Well No. 10 in the TCW aquifer could be constructed, if needed. More details on the new potential wells are provided below in the conclusions section, and in Appendix A.

REGULATORY SUMMARY AND NEXT STEPS

The Mt. Simon Sandstone aquifer is not an option for additional development per the following State of Minnesota statute:

"Minnesota Statutes 103G.271, Subdivision 4a. Mt. Simon-Hinckley Aquifer. (a) The commissioner may not issue new water use permits that will appropriate water from the Mt. Simon-Hinckley aquifer in a metropolitan county, as defined in section 473.121, subdivision 4, unless the appropriation is for potable water use, there are no feasible or practical alternatives to this source, and a water conservation plan is incorporated with the permit."

However, there is an exception to the rule according to the DNR. An existing Mt. Simon well can be replaced with a new Mt. Simon well if the rate for that well does not exceed what is currently permitted for the well being replaced. The City has had discussions with the DNR and is considering replacing their existing Mt. Simon aquifer Well No. 4 that was constructed in 1995.

Previous discussions the City had with the DNR were reviewed and contact was made with Sara Mielke, MN Groundwater Protection Hydrologist. The DNR's position is summarized below:

- Replacement of Well No. 4 with another Mt. Simon is interpreted to be allowed (as long as it follows the restriction of 108 million gallons per year (MGY) from the Mt. Simon; more on that below)
- A TCW monitoring well will also be required before the permit is amended to be able to use the well.
- The DNR would like the City of Minnetrista to update the DNR on the progress of the water conservation measures that are being employed by the City of Minnetrista to reduce residential per capita demand.
- 100 percent of water pumped from Wells No. 1 and No. 3 is considered to be from the Mt. Simon. Therefore, the sum of Wells No. 1, No. 3, and the new Mt. Simon well needs to be less than 108 MGY. The historical average pumped for Wells No. 1 and No. 3 have been 43 MGY and 34 MGY, respectively.
- Well No. 4 may potentially be converted to a level monitoring well (and therefore avoid sealing it). The DNR Groundwater Technical Unit is reviewing this option.

Action items for permitting the new wells include:

- Submit a Preliminary Well Construction Assessment request for each well to the DNR as soon as the location and approximate capacity is known.
- Submit Well Construction plans and specifications to MDH for approval.
- Discuss monitoring well requirements with the DNR.
- Provide the DNR with an update on progress of water conservation methods the City is using to reduce per capita demand.
- Submit an amendment request to the DNR for the City's Water Appropriation Permit

CONCLUSIONS AND RECOMMENDATIONS

The Hydrogeologic Study in combination with regulatory discussion provided the requested two (2) potential new well locations within the focus area. Each well is located in a separate aquifer within the focus area and **Table 2** of the Hydrogeologic Study shows which aquifer each potential well could be in along with the estimated capacity for each potential well. In addition to the two (2) potential new wells, a third option is listed in case the necessary capacity cannot be obtained by the first two wells.

Table 2: New Potential Wells

	Well No. 8	Well No. 9	Well No. 10
Aquifer	Mt. Simon	Jordan	TCW
Estimated Capacity (gpm)	600	1,500	400

Well No. 8 capacity is assumed based on the allowable capacity of Well No. 4. Since new wells can't be drilled into the Mt. Simon, the DNR allows for an even trade in capacity for a new Mt. Simon well, potential Well No. 8 capacity can equal the existing Well No. 4 capacity of 600 gpm.

Well No. 9 capacity is based on test well data and specific capacity of the Jordan Aquifer equal to 25 gpm per foot of water level drawdown. Additional testing after Well No. 9 is constructed is a normal part of the construction process and will confirm the capacity. The location of private/residential wells within the Jordan Aquifer should be determined during design and potential well interference be monitored during well pump testing to determine the extent of aquifer drawdown and impact on private/residential wells.

Optional Well No. 10 capacity is based on potential interference with other TCW wells in the area. It is recommended that further water level monitoring be conducted in the TCW on the parcel to refine estimates of well interference before Well No. 10 is constructed.

The location of Potential Wells No. 8, No. 9, and No. 10 are shown on the south side of the Potential WTP site in **Figure 9** of the Hydrogeological Study and included in the attached Appendix A.

Finalizing the placement of each well should ensure that MDH minimum separation distances are met. (See attached Figure A) The key separation distances that will apply, include:

- Sewer line - 50 ft
- Storm water drainpipe, 8 inches or greater in diameter - 20 ft.
- Ordinary high water level of a storm water retention pond – 50 ft.
- Property line, unless legally controlled through an easement - 50 ft

Technical Memorandum

Re: Minnetrista Wells No. 8 and No. 9 Preliminary Design

August 22, 2023





Ref:

<https://www.health.state.mn.us/communities/environment/water/wells/construction/isolate.html>

It is recommended that the City move forward with the design phase of Wells No. 8 and No. 9 on the Potential WTP Site based on preliminary results summarized in this technical memorandum including:

- Submit a Preliminary Well Construction Assessment request for each well to the DNR.
- Discuss monitoring well requirements with the DNR.
- Provide the DNR with an update on progress of water conservation methods the City is using to reduce per capita demand.
- Submit Well Construction plans and specifications to MDH for approval once final design is completed.
- Determine general location of the potential WTP structures and necessary separation distances.

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-  City Well
-  City Test Well
-  City Boundaries
-  Focus Area for Proposed City Public Supply Wells No. 8, 9 and 10



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Miles

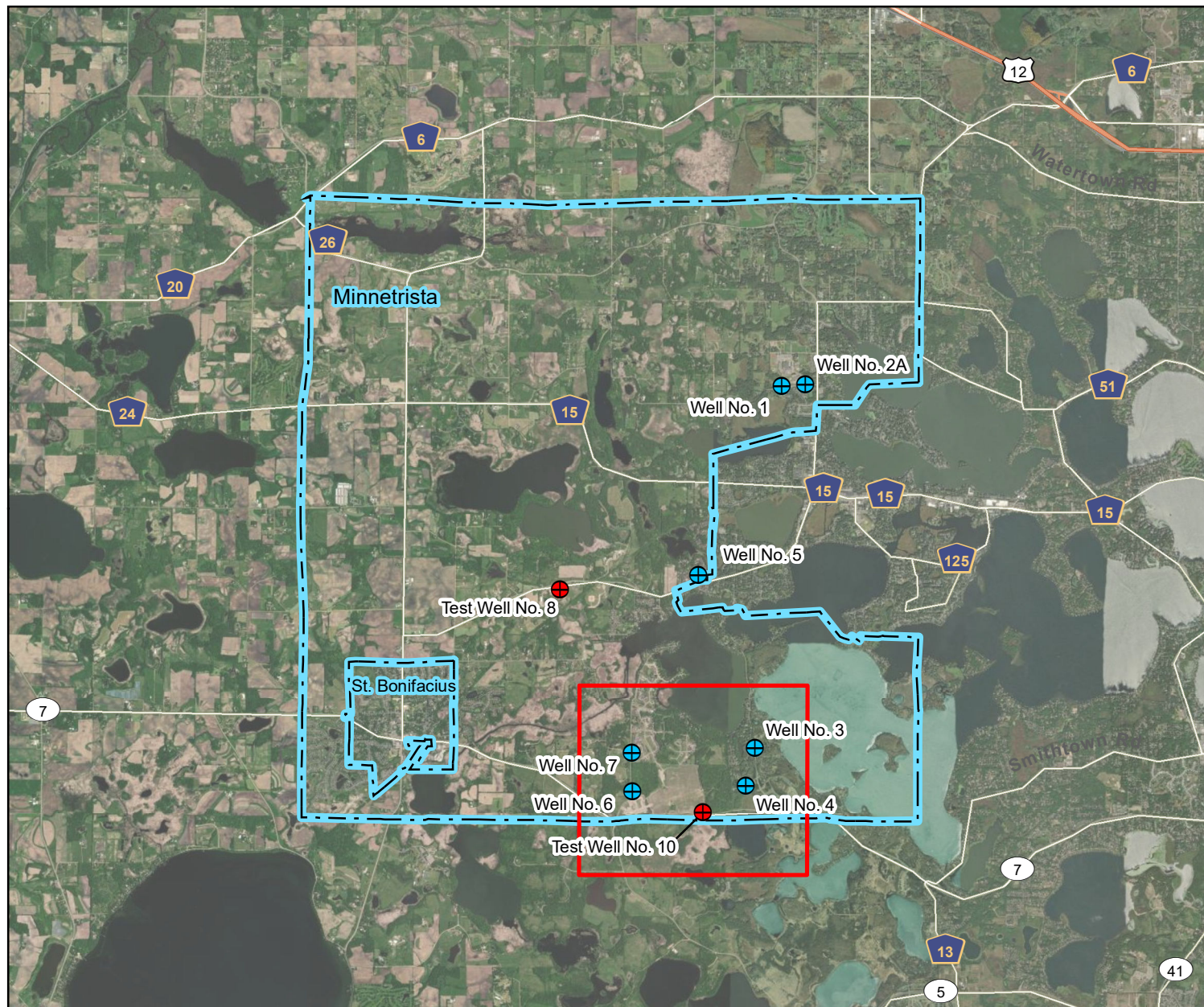
Notes:

Locations are approximate and not survey grade.

Sources:

Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Well locations are from the MWI Well Index database.



Prepared By:
LRE Water
Minneapolis / St. Paul Office
Minnesota
(612) 805-0919

AE2S
DESKTOP HYDROGEOLOGIC ASSESSMENT FOR WELL FIELD EXPANSION
MINNETRISTA, MN
STUDY AREA AND LOCATIONS OF CITY'S ACTIVE WELLS AND TEST WELLS
FILE: 5013AEN08_01a.MXD DATE: 5/31/2023 FIGURE: 1

C:\GIS\GIS\AE2S_Minnetrista\maps\5013AEN08_01e_xsect_B-B.mxd, 4/26/2023, 11:28:57 AM, NAD 1983 StatePlane Minnesota South FIPS 2203 Feet

B
West

Elevation (feet)

1100
1050
1000
950
900
850
800
750
700
650
600
550
500
450
400
350
300
250

Well No. 7

Well No. 6

Test Well No. 10

Well No. 4

Well No. 3

Till

Till

Sand and Gravel

Sand and Gravel

Till

Prairie du Chien Group

Jordan Sandstone

St. Lawrence Formation

Tunnel City Group (Franconia)

Wonewoc Sandstone (Iron-ton-Galesville)

Eau Claire Formation

Mt. Simon Sandstone

Sandstones and Volcanics (Mesoproterozoic)

2016

2016

2016

2022

2022

1980

1980

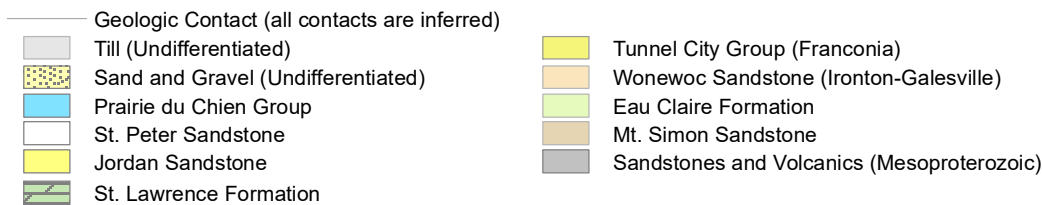
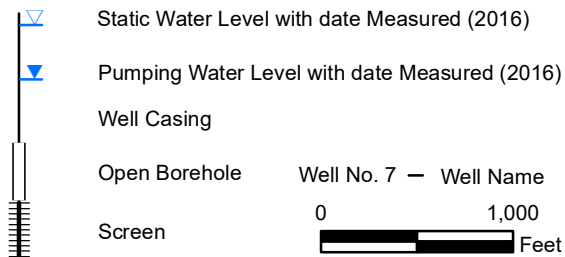
1980

1980

Elevation (feet)

B'
East

1100
1050
1000
950
900
850
800
750
700
650
600
550
500
450
400
350
300
250



Note: Geologic contacts are interpreted from well logs on the Minnesota Well Index (MWI). Bedrock surface topography and faults are interpreted from the Hennepin County Geologic Atlas.

Drawn: 4/26/2023
Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community Minnesota Well Index Database



Prepared By:
LRE Water
Minnesota Office
Minneapolis / St. Paul
(612) 805-0919

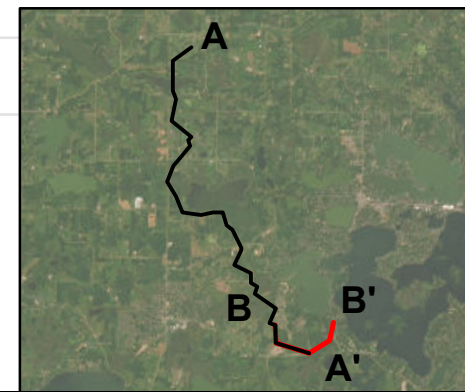
AE2S
HYDROGEOLOGIC ASSESSMENT FOR WELL FIELD EXPANSION
MINNETRISTA, MN

HYDROGEOLOGIC CROSS SECTION B-B'





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DATE: 4/26/2023

FIGURE: 8



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-  City Test Well
-  Proposed City Well
-  City Boundaries
-  Parcel for City Wells No. 8, 9 and 10



0 300
Feet

Notes:

Locations are approximate and not survey grade.

Final setback distances for proposed Well No.8, 9 and 10 need to be confirmed in the field.

Sources:

Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Well locations are from the MWI Well Index database.



Prepared By:
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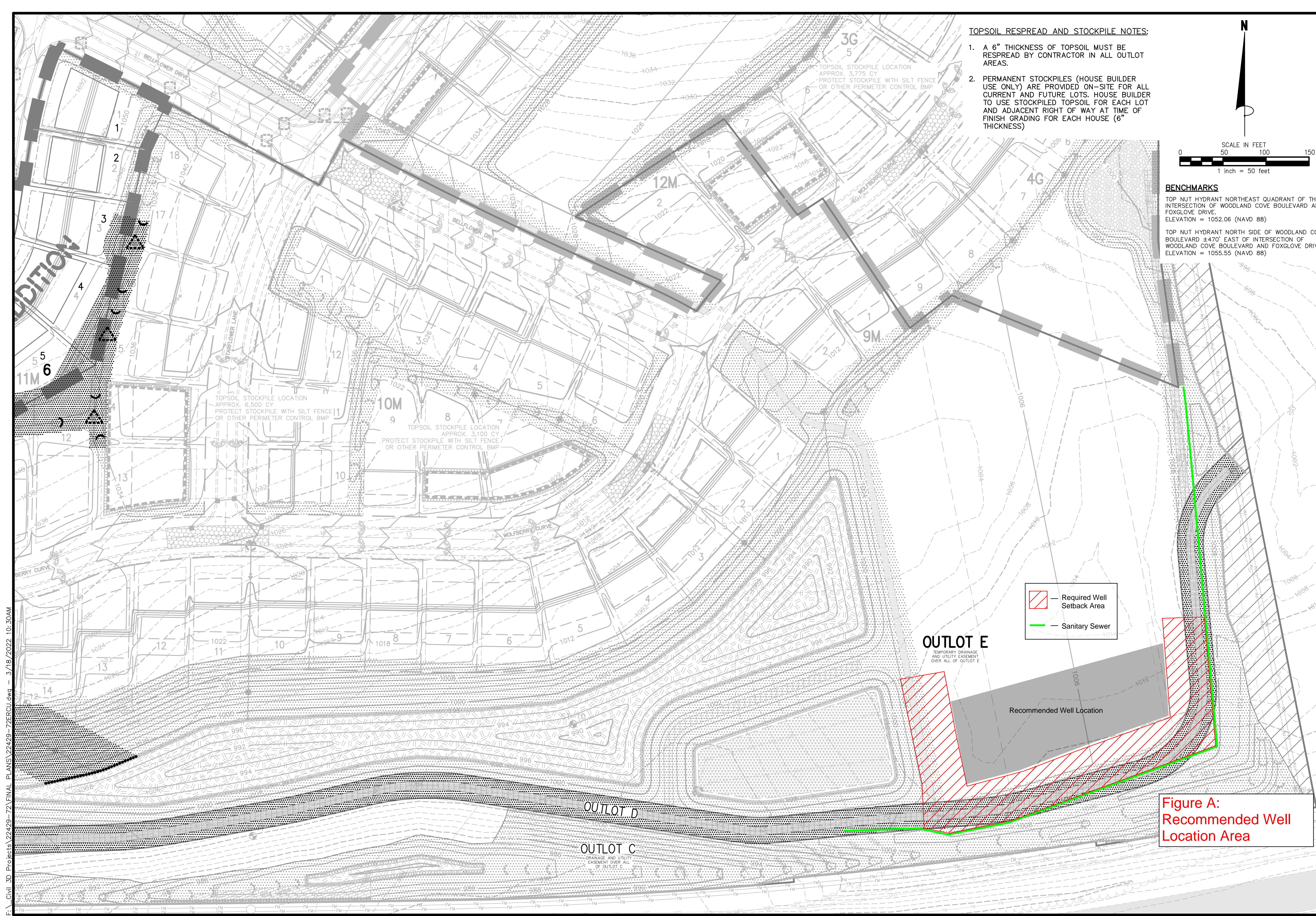
AE2S
DESKTOP HYDROGEOLOGIC ASSESSMENT FOR WELL FIELD EXPANSION
MINNETRISTA, MN

PARCEL OF INTEREST FOR PROPOSED CITY WELLS NO. 8, 9 AND 10

FILE: 5013AEN08_01c.MXD

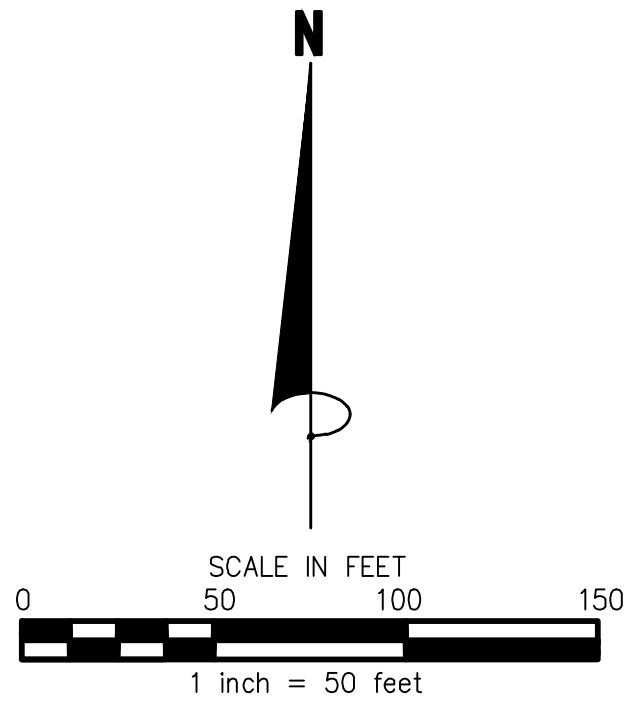
DATE: 5/31/2023

FIGURE: 9



TOPSOIL RESPREAD AND STOCKPILE NOTES:

1. A 6" THICKNESS OF TOPSOIL MUST BE RESPREAD BY CONTRACTOR IN ALL OUTLOT AREAS.
2. PERMANENT STOCKPILES (HOUSE BUILDER USE ONLY) ARE PROVIDED ON-SITE FOR ALL CURRENT AND FUTURE LOTS. HOUSE BUILDER TO USE STOCKPILED TOPSOIL FOR EACH LOT AND ADJACENT RIGHT OF WAY AT TIME OF FINISH GRADING FOR EACH HOUSE (6" THICKNESS)

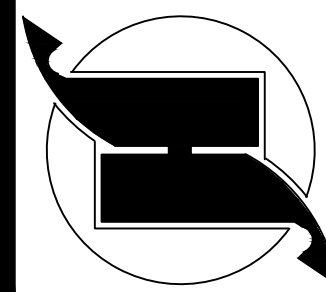


BENCHMARKS

TOP NUT HYDRANT NORTHEAST QUADRANT OF THE
INTERSECTION OF WOODLAND COVE BOULEVARD AND
FOXGLOVE DRIVE.
ELEVATION = 1052.06 (NAVD 88)

TOP NUT HYDRANT NORTH SIDE OF WOODLAND COVE
BOULEVARD ±470' EAST OF INTERSECTION OF
WOODLAND COVE BOULEVARD AND FOXGLOVE DRIVE.
ELEVATION = 1055.55 (NAVD 88)

James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2999 W. Cty. Rd. 42, SUITE 100, BURNSVILLE, MN 55306
PHONE: (952)890-6044 FAX: (952)890-6244



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

Kurt D. Quainance

Date: 1/28/92 Ben No 24676

WOODLAND COVE 8TH ADDITION
MINNETRISTA, MINNESOTA

FINAL EROSION & SEDIMENT CONTROL PLAN

FOR

M/I HOMES OF MPLS/ST. PAUL, LLC
5354 PARKDALE DRIVE SUITE 100 ST. LOUIS PARK MN 55446

DRAWN BY CJK
DATE 1/28/22
REVISIONS
3/4/22 CITY COMMENTS
3/18/22 CITY COMMENTS
CAD FILE 22429-72ERCU
PROJECT NO. 22429-72
2.13

APPENDIX A



June 1, 2023

Nancy Zeigler, P.E.
Senior Project Manager
Advanced Engineering and Environmental Services, LLC
6901 E Fish Lake Rd, Suite 184
Maple Grove, MN 55369

RE: Desktop Hydrogeologic and Well Siting Assessment
Proposed Wells No. 8, 9 and 10
City of Minnetrista, MN

Dear Nancy,

This correspondence provides Advanced Engineering and Environmental Services, Inc. (AE2S) with the results of LRE Water's (LRE) Desktop Hydrogeologic Assessment and Siting of Proposed Wells No. 8, 9 and 10 (Assessment) for the City of Minnetrista's (City) well field expansion project (Project).

INTRODUCTION

Project Understanding and Objectives

As part of the Mater Water Supply Plan, the City is planning to increase its groundwater withdrawal by installing proposed Wells No. 8, 9 and 10 in the southern portion of the City near existing Wells No. 3, 4, 6 and 7. The target rate from the new wells is a combined 2,000 gallons per minute (gpm).

In addition, the City is interested in identifying other areas within the City limits that have the groundwater resources to support future potential well fields.

The objectives of the Assessment are as follows:

- provide information on the available bedrock aquifers;
- estimate potential well yields from these aquifers, particularly in the City's south well field area;
- identify locations and target aquifers for proposed Wells No. 8, 9 and 10; and,

- identify general areas in the City where future potential well fields could be located based on the hydrogeologic conditions.

As outlined in LRE's scope of work dated January 18, 2023, and discussed in subsequent meetings with AE2S, evaluation of the unconsolidated sand and gravel aquifers was not included in this Assessment.

Mt. Simon Water Use Restrictions

The bedrock aquifers available to the City for additional appropriation by the Minnesota Department of Natural Resources (DNR) are the Jordan Sandstone and Tunnel City-Wonewoc (TCW). The Mt. Simon Sandstone aquifer is not an option for additional development per the following State of Minnesota statute:

"Minnesota Statutes 103G.271, Subdivision 4a. Mt. Simon-Hinckley Aquifer. (a) The commissioner may not issue new water use permits that will appropriate water from the Mt. Simon-Hinckley aquifer in a metropolitan county, as defined in section 473.121, subdivision 4, unless the appropriation is for potable water use, there are no feasible or practical alternatives to this source, and a water conservation plan is incorporated with the permit."

However, there is an exception to the rule according to the DNR. An existing Mt. Simon well can be replaced with a new Mt. Simon well if the rate for that well does not exceed what is currently permitted for the well being replaced. LRE understands the City has had discussions with the DNR and is considering replacing their existing Mt. Simon aquifer Well No. 4 that was constructed in 1995.

BACKGROUND

Study and Well Siting Focus Area

The area evaluated for the Assessment, referred to as the Study Area, is defined by the City limits shown on **Figure 1**.

An area selected by the City for proposed Wells No. 8, 9 and 10 is referred to as the Focus Area. Within the Focus Area is a parcel of land adjacent to State Highway 7 (Parcel) that is owned City where proposed Wells No. 8, 9 and 10 could be located. A test well (Test Well No. 10) was installed in July 2022 on the Parcel. More information on Test Well No. 10 and the Parcel is provided later in this report.

Data Sources

The following information sources and tasks were completed by LRE to meet the objectives:

- Corresponded and attended meetings with the AE2S;
- Obtained and analyzed aquifer pumping test data collected by Traut Companies (Traut) from Test Well 10, and by the City from Wells No. 6 and 7;
- Reviewed relevant information including the bedrock geologic map from the Hennepin County Geologic Atlas - Part A (Steenberg, et al., 2018) (Part A Atlas), and the hydrogeologic cross sections from the Groundwater Atlas of Hennepin County - Part B (Berg, 2021) (Part B Atlas);
- Evaluated geologic logs from MDH Minnesota Well Index Database (MWI) within the Study Area, and well logs from the existing City wells;
- Identified the target aquifers, estimated well yields, and locations for proposed Wells No. 8, 9 and 10 in the Focus Area;
- Provided a summary of other areas in the City for future well field considerations; and,
- Provided this summary report of the Assessment results including assumptions, data gaps, and recommendations to address data gaps.

Existing City Wells

The City currently has eight active wells that are shown on **Figure 1**. The general well construction and permit information is summarized in **Table 1**, and the well logs are in **Attachment 1**.

Table 1. City Well Information

Well Name	Well ID	Depth (ft bg)	Open Hole/Screened interval (ft bg)	Aquifer	Permitted Volume (mgy)	Permitted Rate (gpm)
1	208864	678	264 - 678	TCW - MS	223	630
2A	773393	498	385 - 498	TCW		600
3	161408	785	340 - 785	TCW - MS		600
4	554097	712	632 - 712	MS		600
5	638450	253	312 - 253	QBAA		650
6	818310	593	425 - 593	TCW		500
7	818311	517	364 - 517	TCW		500

QBAA - Quaternary buried artesian (confined) sand and gravel aquifer; TCW – Tunnel City- Wonewoc; MS – Mt. Simon
ft bg – feet below grade; mgy – million gallons per year; gpm – gallons per minute

HYDROGEOLOGY

Study Area Geology

The geology of Study Area consists of unconsolidated Quaternary-age sands, gravels and glacial till that range in thickness from approximately 100 to over 400 feet. These are underlain by Cambrian-age bedrock. The bedrock formations, from youngest to oldest, include the Jordan Sandstone, St. Lawrence Formation, TCW, Eau Claire Formation and the Mt. Simon Sandstone.

The uppermost bedrock formations are mapped on **Figure 2**. The bedrock geology is complex because of several southwest-northeast trending faults that extend through the Study Area, in addition to incised paleo bedrock valleys which are shown by the different subcropping bedrock formations and variable bedrock surface topography on **Figures 2 and 3**, respectively.

As a result of the faulting and erosional bedrock surface features the Jordan Sandstone is only present in the south-southeast, northeast, and northwest portions of the Study Area. The deeper TCW aquifer is present across most of the Study Area except in the southwest corner where it has been removed by erosion and the Eau Claire Formation and Mt. Simon are the uppermost bedrock formations encountered.

Study Area Hydrogeology

Hydrogeologic cross sections I-I' and J-J' from Atlas A are shown on **Figures 4 and 5**, and LRE's cross section A-A' on **Figure 6**. The cross transect locations are shown on **Figure 2**. The cross sections illustrate the hydrostratigraphy, displacement along the fault lines, and extent and thickness of the formations.

The bedrock aquifers available to the City for additional groundwater development are the Jordan Sandstone and TCW. These are separated hydraulically by the St. Lawrence Formation which is classified an aquitard and not suitable for high-capacity supplies. The Jordan aquifer is absent across most of the Study Area except in the areas mentioned above, while the TCW is present across most of the Study Area.

The deeper bedrock valleys and faults limit the extent of the bedrock aquifers in places, creating potential negative boundaries that may reduce groundwater flow to wells that are drilled in proximity to the fault lines and where aquifers thin or are absent. In contrast, some bedrock valleys may be filled with thick saturated sands and gravels that can provide additional recharge to the Jordan and TCW when hydraulically connected (**Figure 6**).

In general, the Jordan aquifer (combined with the overlying Ordovician-age Prairie du Chein Group where present) is preferred for public water supply wells in Hennepin County because

of greater water transmitting properties and well yields compared to the TCW; however, if the extent and thickness of the Jordan is limited, and recharge from overlying aquifers (i.e., Prairie du Chein or sands and gravels) are absent, the TCW may be a more reliable source.

Focus Area Hydrogeology

The Focus Area on **Figure 2** encompasses the City's south well field which is shown in detail on **Figure 7** with LRE's hydrogeologic cross section transect B-B'. The cross section is shown on **Figure 8**. Wells No. 3, 4, 6 and 7, and Test Well No. 10 are included on the cross section to illustrate the geology and their open borehole or screened intervals. Well No. 3 pumps from the TCW and Mt. Simon, Well No. 4 from the Mt. Simon, and Wells No. 6 and 7 from the TCW. Test Well No. 10 is also completed in the Mt. Simon. More details on this well are provided below in the Aquifer Pumping Test section.

The Jordan aquifer extends across the entire Focus Area ranging in thickness from approximately 50 feet near Well No. 7 to over 100 feet at Wells No. 3 and 6, and Test Well No. 10. Overlying and in contact with the Jordan at each well location are buried sand and gravel aquifers that likely provide additional recharge to the Jordan, especially under pumping conditions.

Parcel Hydrogeology

The geologic log from Test Well 10 (**Attachment 1**) shows the Jordan aquifer was encountered at a depth of 255 ft bg and is approximately 90 feet thick. Several sand and gravel layers were logged above the Jordan. These are likely connected to the thicker sand and gravel aquifers in the area and are a good source of recharge to the Jordan (**Figure 8**).

AQUIFER PUMPING TESTS

Test Well No. 10

A series of aquifer pumping tests were completed by Traut on the Jordan, TCW, and Mt Simon aquifers as drilling and construction progressed for Test Well No. 10. Testing was completed by isolating the open hole for each aquifer and conducting step-rate drawdown and constant rate tests. A schematic of the test design is provided in **Attachment 2** and the test data are in **Attachment 3**.

Wells No. 6 and 7

TCW Wells No. 6 and 7 were step-rate tested 2016 (drilling contractor information unavailable). The test data are in **Attachment 3**.

Specific Capacities

Specific capacities from the Test Well 10 test intervals, and Wells No. 6 and 7 are provided below. Estimated transmissivity (T) values for the aquifers were also calculated using the empirical equation from Driscoll (1986). The results are summarized in **Table 2** and provide a baseline for initial well performance and aquifer evaluations.

Table 2. Specific capacities and associated aquifer transmissivities

Well	Aquifer Tested	Test	SWL	PWL	s	Rate	Q/s	T	T
			(ft bg)	(ft bg)	(ft)	(gpm)	(gpm/ft)	(gpd/ft)	(ft ² /day)
TW-10	Jordan	constant	131	155	24	600	25	50,000	6,684
	TCW	constant	192	309	117	300	2.6	5,128	685
	MS	constant	204	248	44	343	7.8	15,591	2,084
No. 6	TCW	step	189	367	178	500	2.8	5,618	751
No. 7	TCW	step	125	330	205	600	2.9	5,854	782

SWL – static water level; PWL – pumping water level

gpm/ft - gallons per minute per foot of drawdown

gpd/ft – gallon per day per foot

ft²/day – feet squared per day

Aquifer Pumping Test Analyses

Data from the Test Well No. 10 constant rate tests, and Wells No. 6 and 7 step tests were analyzed by LRE to evaluate aquifer responses to pumping and to estimate T of each aquifer. The analyses are provided in **Attachment 4** and summarized in **Table 3**.

Table 3. Transmissivity values from the aquifer pumping tests

Well	Test	Aquifer	T	T	Method
			(gpd/ft)	(ft ² /day)	
TW-10	constant	Jordan	19,683	2,631	Hantush, 1964 (leaky)
			41,587	5,559	Copper-Jacob, 1946 (confined)
		TCW	10,107	1,351	Copper-Jacob, 1946 (confined)
			7,795	1,042	Theis, 1935 (confined)
		MS	21,650	2,894	Copper-Jacob, 1946 (confined)
6	step	TCW	13,361	1,786	Jacob-Rorabaugh, 1946, 1953 (confined)
7		TCW	5,431	726	Theis, 1935 (confined)

The T values estimated from specific capacities and aquifer pumping tests for each aquifer match reasonably well. The aquifer storage (S) could not be determined from the tests since the only water level observation data collected was from the pumping wells; therefore, S was estimated to be 0.0001 for all the aquifers, which is typical for confined systems.

The drawdown response for the Jordan aquifer interval began to flatten at later time (~ 100 minutes after pumping began), which is typical for a leaky aquifer. The leakage is likely from the overlying sand and gravel aquifers. The water level responses in the TCW and Mt. Simon aquifers appear to represent confined conditions with no significant boundary conditions based on the limited test data.

THEORETICAL MAXIMUM WELL YIELDS

The estimated yields for proposed Wells No. 8, 9 and 10 are listed in Table 4 and were calculated by multiplying the specific capacities from Test Well 10 by the available drawdown and assuming the wells are located on the Parcel shown on **Figure 9**.

Table 4. Estimated Yields for Proposed Wells No. 8, 9 and 10.

Proposed Well	Aquifer	Q/s (gpm/ft)	Assumed Pump Setting (ft bg)	SWL (ft bg)	Available Drawdown (ft)	Maximum Theoretical Yield (gpm)
8	MS	7.8	NA	NA	NA	600 ⁽¹⁾
9	Jordan	25	260	130	120	3,000
10	TCW	2.8	450	200	230	828

NA – not applicable

The available drawdown was calculated from the approximate static water level measured during the Test Well 10 tests, and an assumed pump depth minus 10 feet of water column above the pump for protection.

Note that the maximum yield for the replacement Mt. Simon well (proposed Well No. 8) was not calculated since it is limited to the current permitted rate of 600 gpm; however, based on the specific capacity from Test Well 10, the theoretical drawdown in this well is estimated to be approximately 75 feet at 600 gpm.

WELL INTERFERENCE EVALUATION

A well interference evaluation was completed in the Focus Area for wells in the TCW aquifer (Wells No. 3, 6, 7) and assuming proposed Well No. 10 is installed on the Parcel and constructed in the TCW. LRE assumed Well No. 3 pumps continuously for 12 hours at 75 gpm, and Wells No. 6 and 7 pump continuously for 12 hours at approximately 275 gpm. The rates were based on the 2021 reported annual withdrawals from these wells and assuming a 12-hour day pumping period. Proposed Well No. 10 was assumed pump

at 400 gpm. The results indicate the wells can meet these rates assuming periods of recovery between pumping cycles.

FUTURE POTENTIAL WELL FIELD AREAS

Figure 10 shows general locations where future well fields could be located in the bedrock aquifers (other than the Mt. Simon). The locations are labelled Area A through Area D. Areas B and D would target the Jordan aquifer or underlying TCW, and Area A and C are limited to the TCW. These areas were selected because the aquifers at these locations have greater extents and thicknesses.

Although it was beyond the scope of this Assessment, there are several sand and gravel aquifers associated with the buried bedrock valleys that could provide high well capacities.

CONCLUSIONS AND RECOMMENDATIONS

Based on the results of this Assessment and currently available information, the following conclusions and recommendations are provided.

Figure 9 shows the Parcel identified by the City for a possible water treatment plant location and area for locating proposed Wells No. 8, 9 and 10. This includes the location of existing Test Well No. 10. LRE's well siting evaluation focused on this Parcel.

The results of the Assessment indicate Proposed Wells No. 8 and 9 would have the capacity meet the 2,000 gpm demand if constructed in the Mt. Simon and Joran aquifers, respectively.

- **Proposed Well No. 8** - Replace Mt. Simon aquifer Well No. 4 with a new Mt. Simon aquifer well. The pumping rate of the new well cannot exceed the current permitted rate of 600 gpm.
- **Proposed Well No. 9** - Install a new municipal well in the Jordan aquifer with an estimated pumping rate of 1,500 gpm.
 - Assuming a specific capacity of 25 gpm/ft (based on test data from Traut), the drawdown in the well would be approximately 60 feet. This would leave 65 feet of water column above the top of the aquifer.

- Higher capacities are anticipated with a larger diameter well (e.g., 16 inch).
- Consider installing a larger diameter test well in the Jordan aquifer at this location and conducting an aquifer pumping test at or near 1,500 gpm rate for a minimum of 3 days.
- If the City decides to forego the test well, the test should be conducted on Proposed Well No. 9 after it is constructed.
- There is potential for well interference with other private Jordan wells, or overlying sand and gravel wells in the vicinity of the Parcel. The City should identify these prior to any testing and discuss with the DNR.
- A second Jordan well could be installed to reduce the drawdown in a single Jordan well, increase the total withdrawal from the Jordan, or provide redundancy.
- **Proposed Well No. 10** (if needed) – If Proposed Wells No. 8 and 9 cannot meet the combined 2,000 gpm demand on the Parcel, a TCW could also be installed. The maximum pumping rate for this well should not exceed 400 gpm considering well interference from other TCW wells in the area.
 - Water level monitoring of the TCW should be conducted on the Parcel before proceeding and to estimate the influence from Wells No. 3, 6 and 7.
 - There is potential for well interference with other private TCW wells.

Thank you for the opportunity to assist AE2S and the City with this Assessment. Please email me at dave.hume@LREwater.com, or call me at (612) 805-0919 if you have any questions or need additional information.

Sincerely,

LRE WATER







Dave Hume, PG
VP Midwest Operations

REFERENCES

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-  City Well
-  City Test Well
-  City Boundaries
-  Focus Area for Proposed City Public Supply Wells No. 8, 9 and 10



0 1.5
Miles

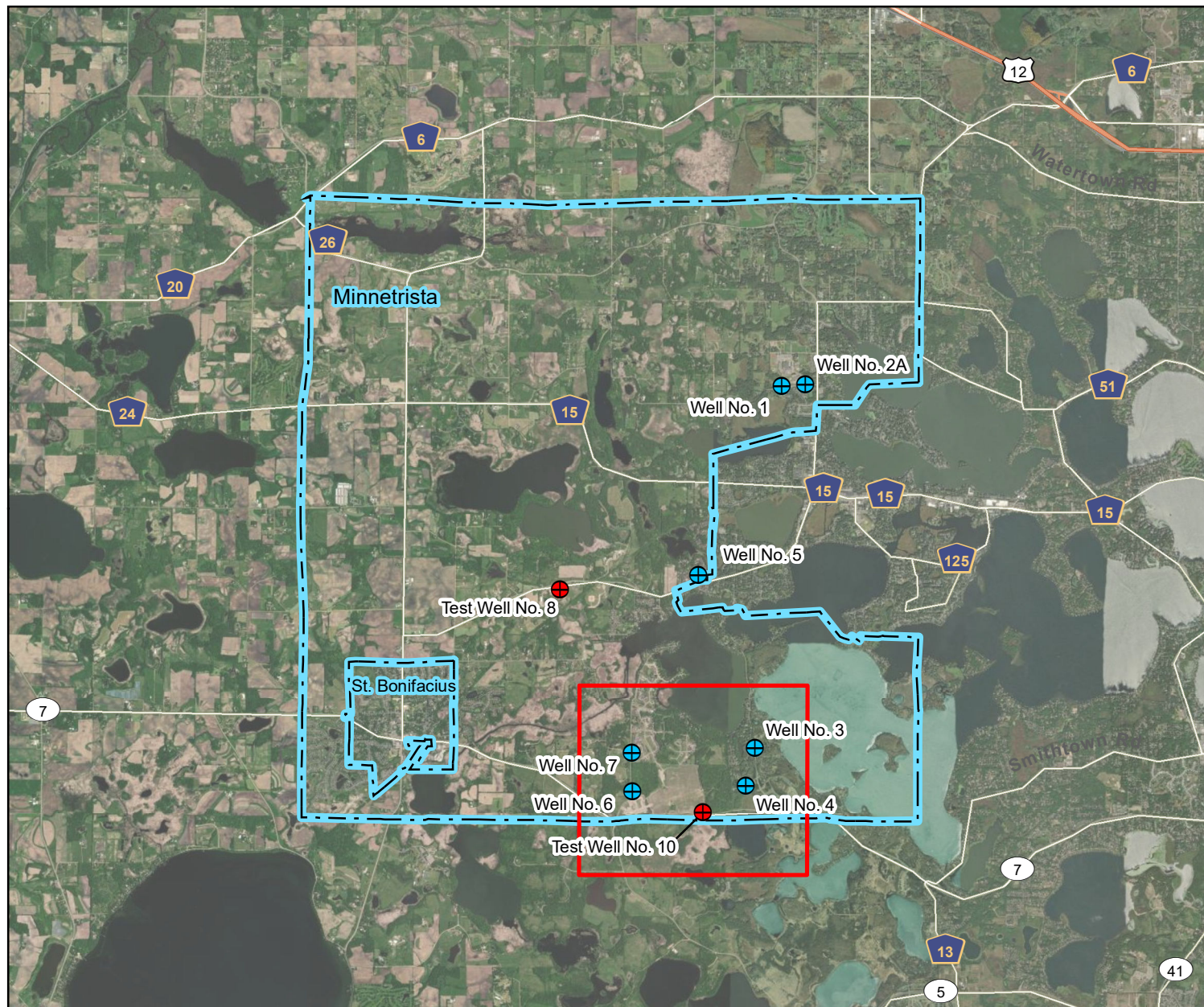
Notes:

Locations are approximate and not survey grade.

Sources:

Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Well locations are from the MWI Well Index database.



Prepared By:
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AE2S
DESKTOP HYDROGEOLOGIC ASSESSMENT FOR WELL FIELD EXPANSION
MINNETRISTA, MN
STUDY AREA AND LOCATIONS OF CITY'S ACTIVE WELLS AND TEST WELLS
FILE: 5013AEN08_01a.MXD DATE: 5/31/2023 FIGURE: 1

C:\GIS\GISAE2S Minnetrista\maps\5013AEN08_011.mxd, 4/26/2023, 9:05:41 AM, NAD 1983 UTM Zone 15N

- City Well
- City Test Well
- City Boundaries
- Fault
- Cross Section Line Used in Hennepin County Groundwater Atlas
- LRE Cross Section Transect
- Section of Cross Sections A-A' and B-B' that are coincident

Bedrock Geology

- Od, Decorah Shale
- Opg, Platteville Fm & Glenwood Fm
- Os, St. Peter Sandstone
- Ops, Prairie du Chain Grp, Shakopee Fm
- Opo, Prairie du Chain, Grp, Oneota Dolomite
- Cj, Jordan Sandstone
- Cs, St. Lawrence Fm
- Ctm, Tunnel City Grp, Mazomanie Fm
- Ctl, Tunnel City Grp, Lone Rock Fm
- Cw, Tunnel City Grp, Woneoc Sandstone
- Ce, Eau Claire Fm
- Cm, Mt. Simon Sandstone



Notes:

Locations are approximate and not survey grade.

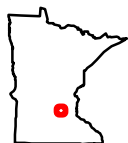
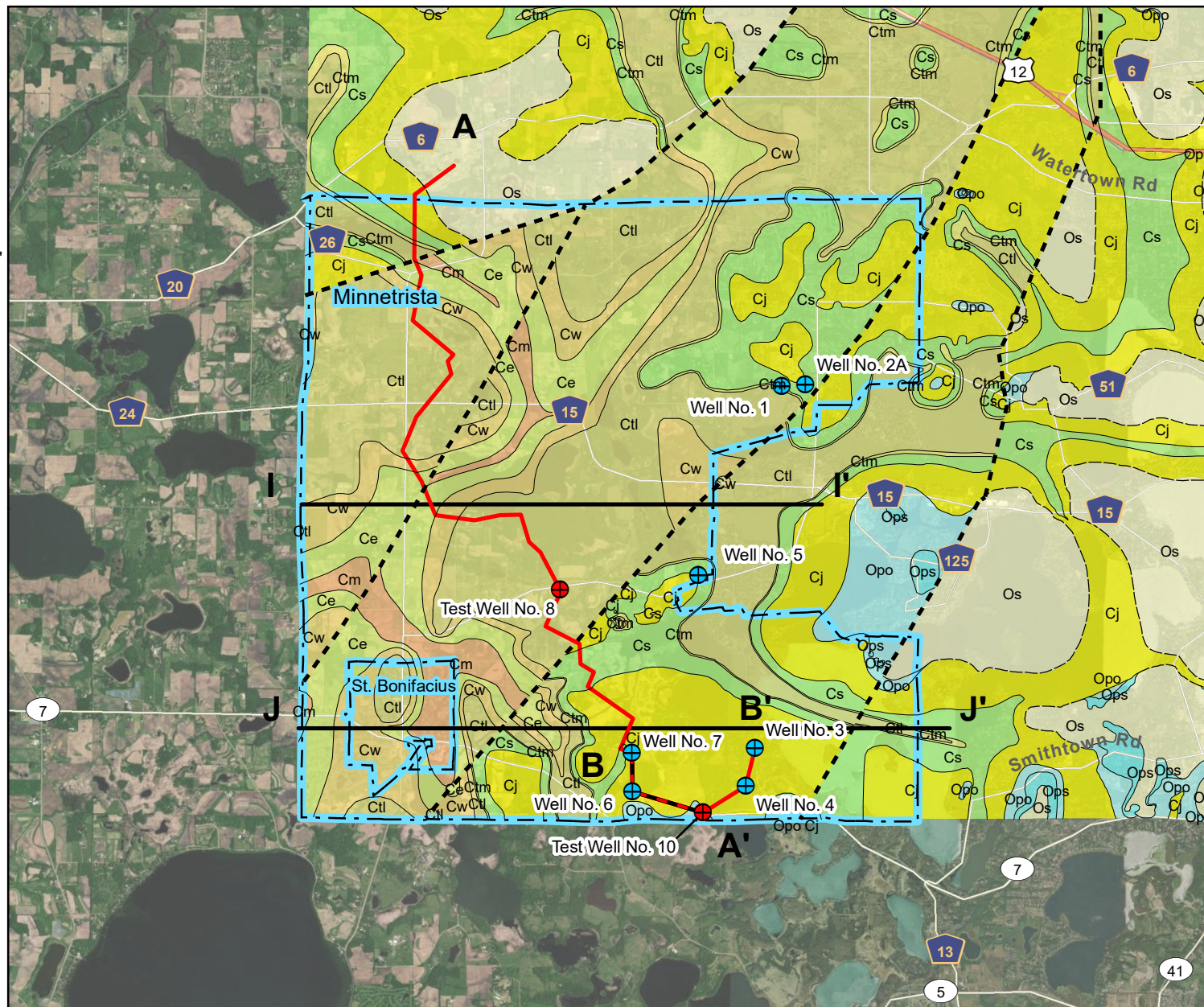
Sources:

Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Well locations are from the MWI Well Index database.

Bedrock geology and fault locations MN DNR 2018 Hennepin County Bedrock Geology Atlas, Plate 2.

Cross section partial lines from transects I-I' and J-J' are from the MN DNR 2021 Hennepin County Groundwater Atlas, Plate 9.



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DESKTOP HYDROGEOLOGIC ASSESSMENT FOR WELL FIELD EXPANSION
MINNETRISTA, MN
FIRST ENCOUNTERED BEDROCK GEOLOGY WITH
CROSS SECTION TRANSECTS

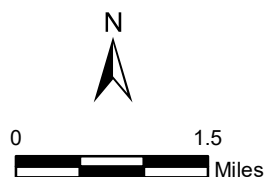
FILE: 5013AEN08_011.MXD

DATE: 4/26/2023

FIGURE: 2

C:\GIS\ISAE\2S Minnetrista\maps\5013AEN08_01k.mxd, 5/31/2023, 9:37:02 AM, NAD, 1983 UTM Zone 15N

- City Well
- City Test Well
- Elevation of Bedrock Surface**
 - High : 847.539
 - Low : 507.277
 - Contour Line
 - LRE Cross Section Transect
 - Section of Cross Sections A-A' and B-B' that are coincident



Notes:

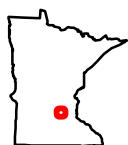
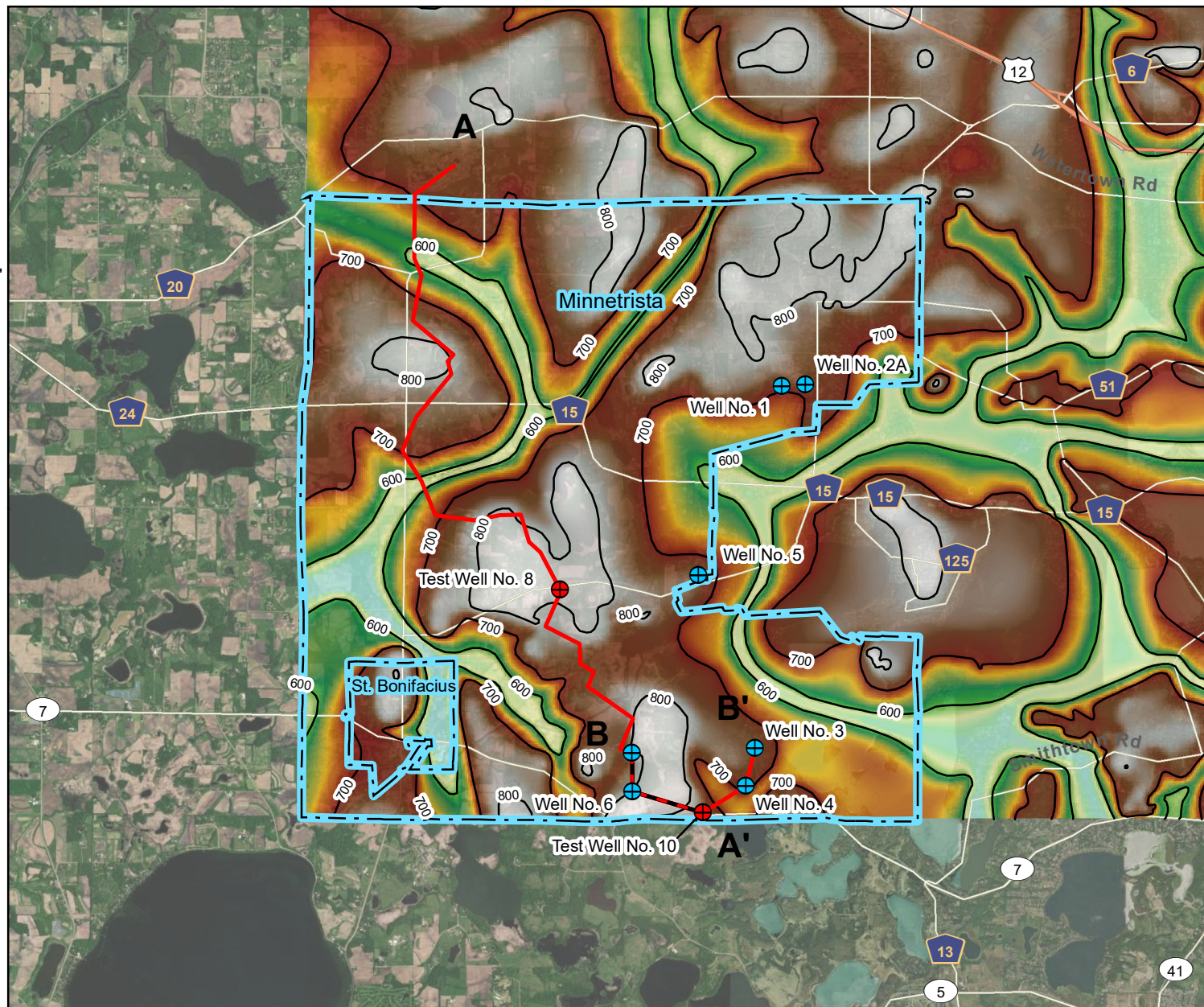
Locations are approximate and not survey grade.

Sources:

Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Well locations are from the MWI Well Index database.

Bedrock surface topography was from the Hennepin County Geologic Atlas.



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AE2S DESKTOP HYDROGEOLOGIC ASSESSMENT FOR WELL FIELD EXPANSION MINNETRISTA, MN		
BEDROCK SURFACE TOPOGRAPHY AND CROSS SECTION TRANSECTS		
FILE: 5013AEN08_01k.MXD	DATE: 5/31/2023	FIGURE: 3

Bedrock

Interpreted tritium age is indicated by pattern color.
See Figure 6 in the report for geologic unit correlation.

Od	Decorah Shale*
Opg	Platteville and Glenwood
Os	St. Peter
Ops	Shakopee
Opo	Oneota Dolomite*
Cj	Jordan
Es	St. Lawrence Formation*
Ctm	Upper Tunnel City (includes unmapped part of underlying unit)
Ctl	Lower Tunnel City Group*
Cw	Woneewoc
Ec	Eau Claire Formation*
Cm	Mt. Simon
Mss	Hinckley, Solor Church, Fond du Lac
Mbv	North Branch mafic volcanic sequence
Mcv	Chengwatana volcanic rock

*aquitard

Tritium age

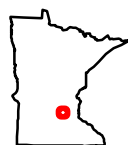
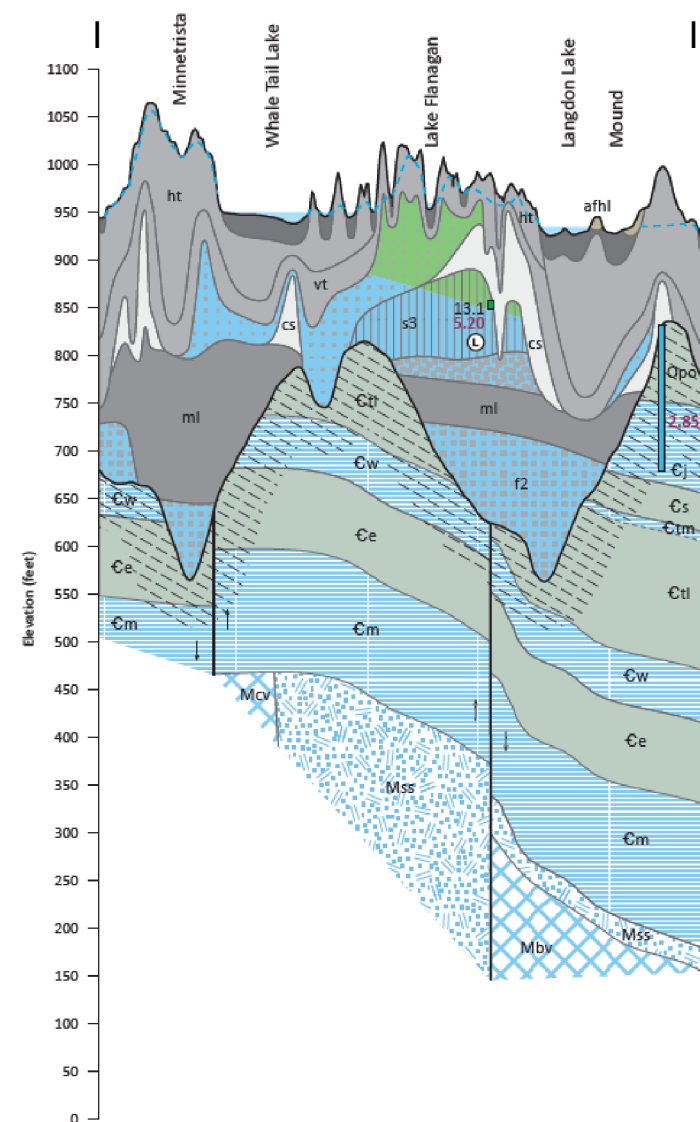
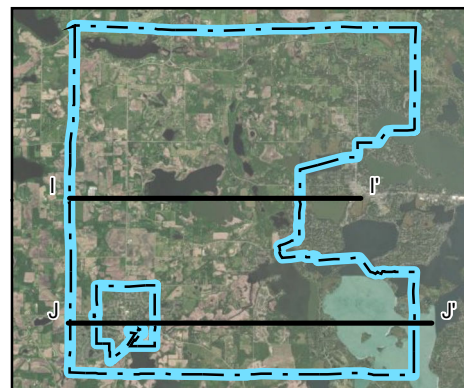
Darker color in small vertical rectangle (well screen symbol) indicates tritium age of water sampled in well. Lighter color indicates interpreted age of water in aquifer. Well casings (thin vertical lines) are not shown on cross sections to avoid obscuring other information.

	Modern: water entered the ground since about 1953.
	Mixed: water is a mixture of modern and premodern waters.
	Mostly premodern*: tritium not detected and the premodern threshold is below the detection limit.
	Premodern: water entered the ground before 1953.
	Well not sampled for tritium.

*These samples are referred to as "premodern" in the report.
Both "mostly premodern" and "premodern" are shown on plates and figures for consistency with the dataset.

Sources:

Cross sections are from the MN DNR 2021
Hennepin County Groundwater Atlas, Plate 9.



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DESKTOP HYDROGEOLOGIC ASSESSMENT FOR WELL FIELD EXPANSION
MINNETRISTA, MN

MN DNR HYDROGEOLOGIC CROSS SECTION I - I'

FILE: 5013AEN08_01g.MXD

DATE: 5/31/2023

FIGURE: 4

Bedrock

Interpreted tritium age is indicated by pattern color.
See Figure 6 in the report for geologic unit correlation.

Od	Decorah Shale*
Opg	Platteville and Glenwood
Os	St. Peter
Ops	Shakopee
Opo	Oneota Dolomite*
Cj	Jordan
Es	St. Lawrence Formation*
Ctm	Upper Tunnel City (includes unmapped part of underlying unit)
Ctl	Lower Tunnel City Group*
Cw	Woneewoc
Ec	Eau Claire Formation*
Cm	Mt. Simon
Mss	Hinckley, Solor Church, Fond du Lac
Mbv	North Branch mafic volcanic sequence
Mcv	Chengwatana volcanic rock

*aquitard

Tritium age

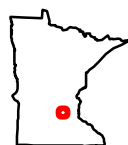
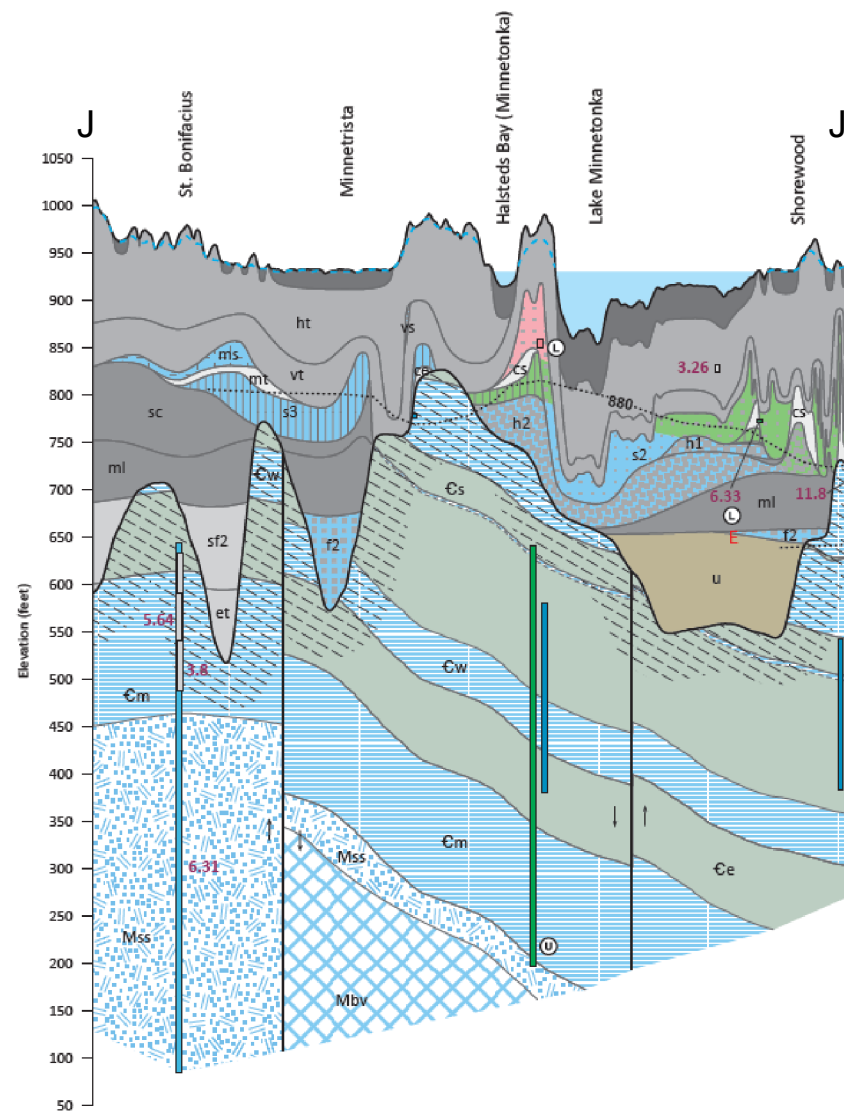
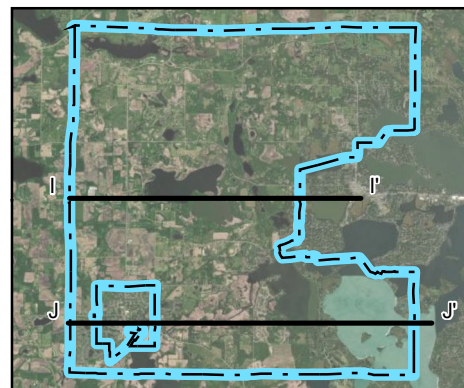
Darker color in small vertical rectangle (well screen symbol) indicates tritium age of water sampled in well. Lighter color indicates interpreted age of water in aquifer. Well casings (thin vertical lines) are not shown on cross sections to avoid obscuring other information.

	Modern: water entered the ground since about 1953.
	Mixed: water is a mixture of modern and premodern waters.
	Mostly premodern*: tritium not detected and the premodern threshold is below the detection limit.
	Premodern: water entered the ground before 1953.
	Well not sampled for tritium.

*These samples are referred to as "premodern" in the report.
Both "mostly premodern" and "premodern" are shown on plates and figures for consistency with the dataset.

Sources:

Cross sections are from the MN DNR 2021
Hennepin County Groundwater Atlas, Plate 9.



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MINNETRISTA, MN

MN DNR HYDROGEOLOGIC CROSS SECTION J - J'

FILE: 5013AEN08_01h.MXD

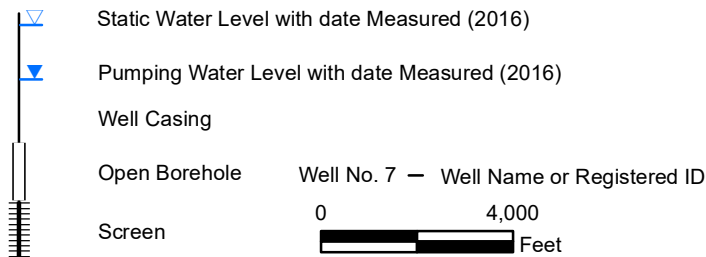
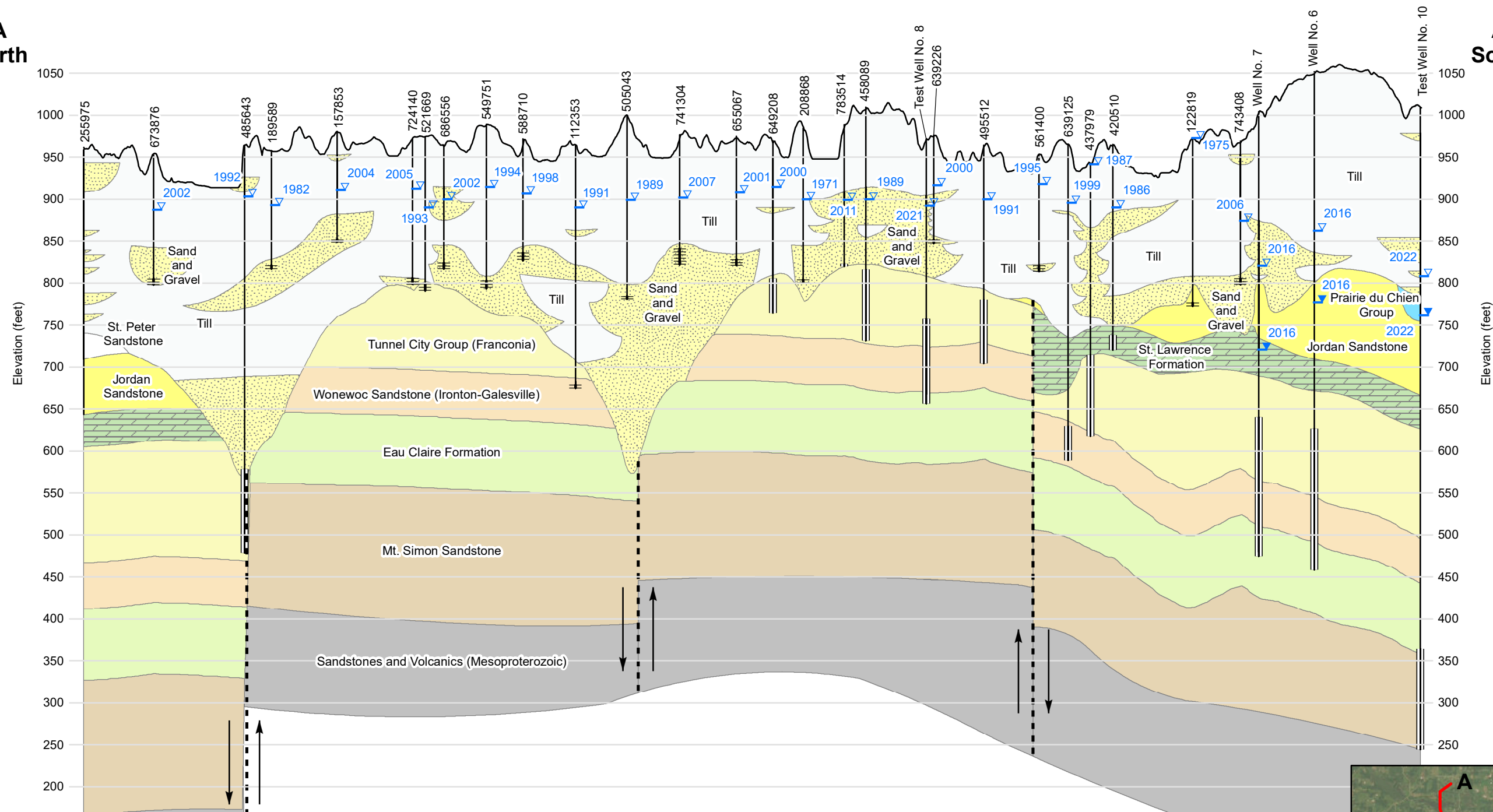
DATE: 5/31/2023

FIGURE: 5

C:\GIS\GIS\AE2S_Minnetrista\maps\5013AEN08_01_xsect_A-A.mxd, 4/26/2023, 11:39:38 AM, NAD 1983 StatePlane Minnesota South FIPS 2203 Feet

A
North

A'
South



- | | |
|--|--|
| Geologic Contact (all contacts are inferred) | Bedrock Fault |
| Till (Undifferentiated) | Tunnel City Group (Franconia) |
| Sand and Gravel (Undifferentiated) | Wonewoc Sandstone (Ironton-Galesville) |
| Prairie du Chien Group | Eau Claire Formation |
| St. Peter Sandstone | Mt. Simon Sandstone |
| Jordan Sandstone | Sandstones and Volcanics (Mesoproterozoic) |
| St. Lawrence Formation | |

Note: Geologic contacts are interpreted from well logs on the Minnesota Well Index (MWI). Bedrock surface topography and faults are interpreted from the Hennepin County Geologic Atlas.

Drawn: 4/26/2023
Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community Minnesota Well Index Database, Hennepin County Atlas



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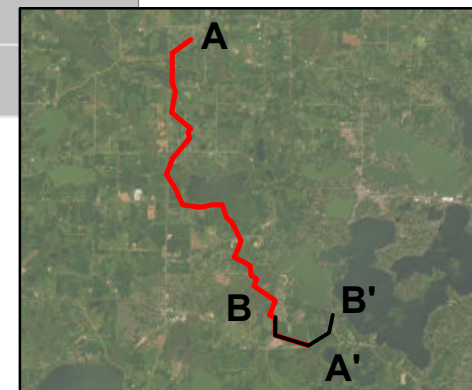
AE2S
HYDROGEOLOGIC ASSESSMENT FOR WELL FIELD EXPANSION
MINNETRISTA, MN

HYDROGEOLOGIC CROSS SECTION A-A'

FILE: 5013AEN08_01j_xsect_A-A.MXD

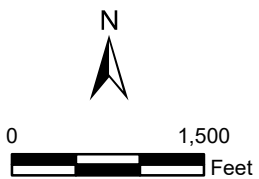
DATE: 4/26/2023

FIGURE: 6



C:\GIS\GIS\AE2S_Minnetrista\maps\5013AEN08_01d.mxd, 5/31/2023, 9:56:45 AM, NAD 1983 UTM Zone 15N

- City Well
- City Test Well
- City Boundaries
- LRE Cross Section Transect



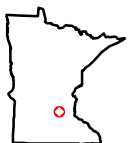
Notes:

Locations are approximate and not survey grade.

Sources:

Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Well locations are from the MWI Well Index database.



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AE2S DESKTOP HYDROGEOLOGIC ASSESSMENT FOR WELL FIELD EXPANSION MINNETRISTA, MN		
TRANSECT B-B' THROUGH FOCUS AREA PROPOSED AREA MAP		
FILE: 5013AEN08_01d.MXD	DATE: 5/31/2023	FIGURE: 7

C:\GIS\GIS\AE2S_Minnetrista\maps\5013AEN08_01e_xsect_B-B.mxd, 4/26/2023, 11:28:57 AM, NAD 1983 StatePlane Minnesota South FIPS 2203 Feet

B
West

Elevation (feet)

1100
1050
1000
950
900
850
800
750
700
650
600
550
500
450
400
350
300
250

Well No. 7

Well No. 6

Test Well No. 10

Well No. 4

Well No. 3

Till

Till

Sand and Gravel

Sand and Gravel

Till

Prairie du Chien Group

Jordan Sandstone

St. Lawrence Formation

Tunnel City Group (Franconia)

Wonewoc Sandstone (Iron-ton-Galesville)

Eau Claire Formation

Mt. Simon Sandstone

Sandstones and Volcanics (Mesoproterozoic)

2016

2016

2016

2016

2016

2016

2016

2016

2016

2016

2016

2016

2016

2016

2022

2022

2022

2022

2022

2022

2022

2022

2022

2022

2022

2022

2022

2022

1980

1980

1980

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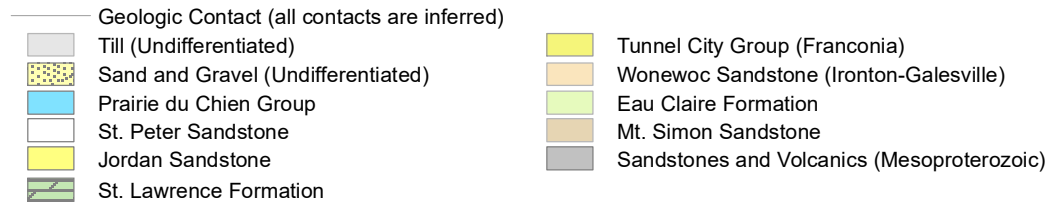
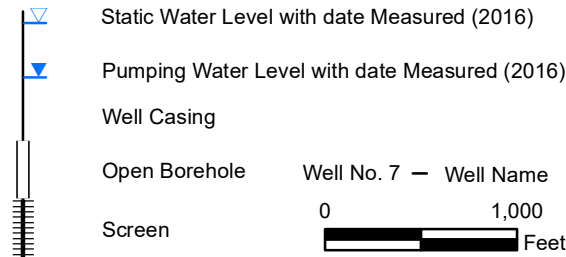
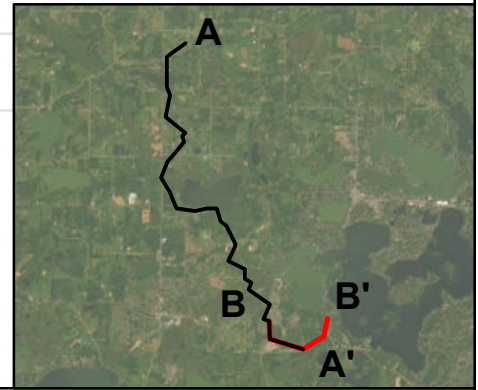
1980

1980

B'
East

Elevation (feet)

1100
1050
1000
950
900
850
800
750
700
650
600
550
500
450
400
350
300
250



Note: Geologic contacts are interpreted from well logs on the Minnesota Well Index (MWI). Bedrock surface topography and faults are interpreted from the Hennepin County Geologic Atlas.

Drawn: 4/26/2023
Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community Minnesota Well Index Database



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HYDROGEOLOGIC ASSESSMENT FOR WELL FIELD EXPANSION
MINNETRISTA, MN





HYDROGEOLOGIC CROSS SECTION B-B'

FILE: 5013AEN08_01e_xsect_B-B.MXD

DATE: 4/26/2023

FIGURE: 8

C:\GIS\GIS\AE2S Minnetrista\maps\5013AEN08_01c.mxd, 5/31/2023, 9:43:11 AM, NAD 1983 UTM Zone 15N

-  City Test Well
-  Proposed City Well
-  City Boundaries
-  Parcel for City Wells No. 8, 9 and 10



0 300
Feet

Notes:

Locations are approximate and not survey grade.

Final setback distances for proposed Well No.8, 9 and 10 need to be confirmed in the field.

Sources:

Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community









Well locations are from the MWI Well Index database.



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AE2S DESKTOP HYDROGEOLOGIC ASSESSMENT FOR WELL FIELD EXPANSION MINNETRISTA, MN		
PARCEL OF INTEREST FOR PROPOSED CITY WELLS NO. 8, 9 AND 10		
FILE: 5013AEN08_01c.MXD	DATE: 5/31/2023	FIGURE: 9

C:\GIS\GISAE2S Minnetrista\maps\5013A\EN08_01m.mxd, 5/31/2023, 1:53:26 PM, NAD 1983 UTM Zone 15N

-  City Well
-  City Test Well
-  City Boundaries
-  Fault
-  Cross Section Line Used in Hennepin County Groundwater Atlas
-  LRE Cross Section Transect
-  Section of Cross Sections A-A' and B-B' that are coincident
-  Future Well Field Development Areas

Bedrock Geology

-  Od, Decorah Shale
-  Opg, Platteville Fm & Glenwood Fm
-  Os, St. Peter Sandstone
-  Ops, Prairie du Chein Grp, Shakopee Fm
-  Opo, Prairie du Chein, Grp, Oneota Dolomite
-  Cj, Jordan Sandstone
-  Cs, St. Lawrence Fm
-  Ctm, Tunnel City Grp, Mazomanie Fm
-  Ctl, Tunnel City Grp, Lone Rock Fm
-  Cw, Tunnel City Grp, Wonec Sandstone
-  Ce, Eau Claire Fm
-  Cm, Mt. Simon Sandstone

Notes:

Locations are approximate and not survey grade.

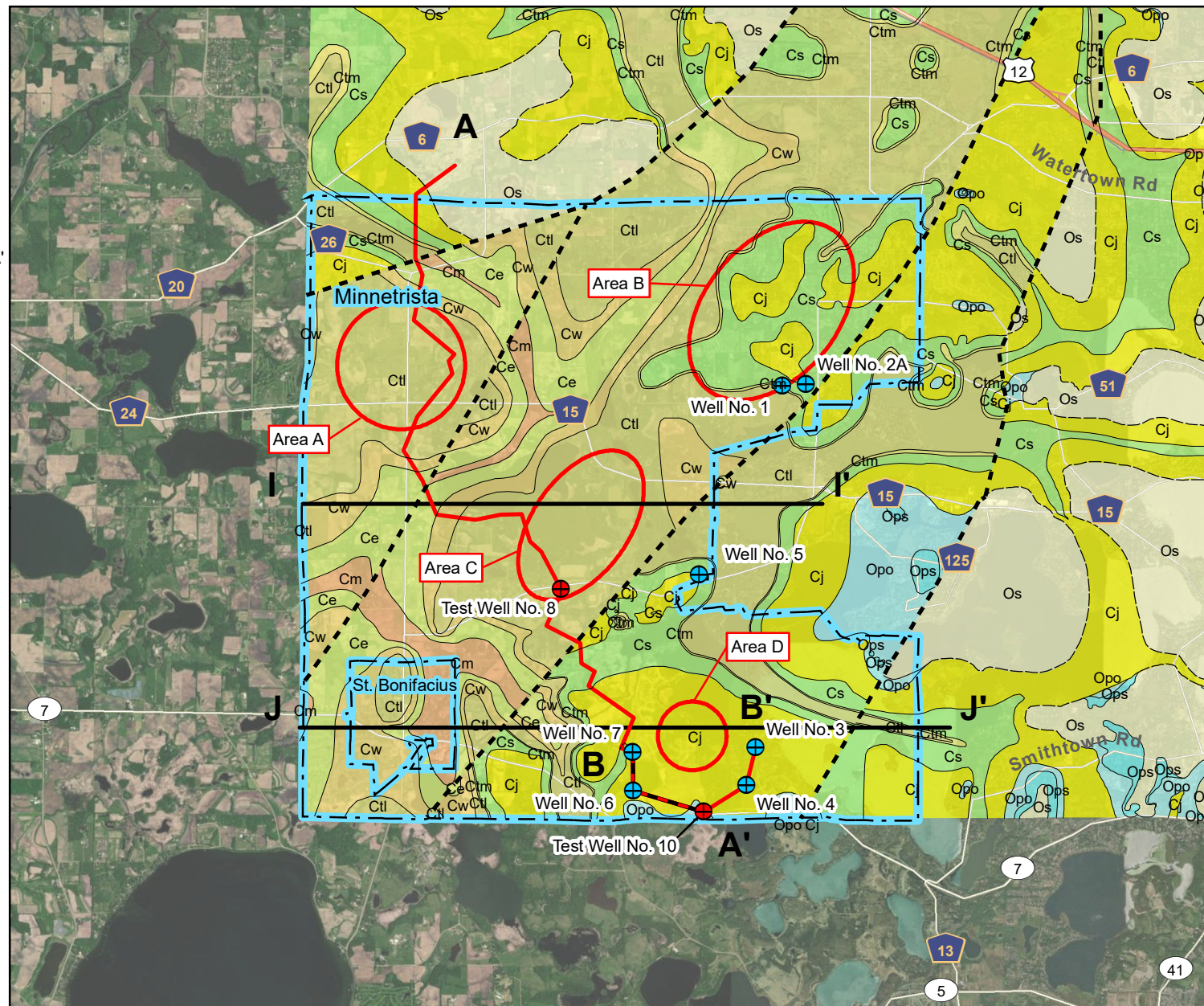
Sources:

Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Well locations are from the MWI Well Index database.

Bedrock geology and fault locations MN DNR 2018 Hennepin County Bedrock Geology Atlas, Plate 2.

Cross section partial lines from transects I-I' and J-J' are from the MN DNR 2021 Hennepin County Groundwater Atlas, Plate 9.



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AE2S
DESKTOP HYDROGEOLOGIC ASSESSMENT FOR WELL FIELD EXPANSION
MINNETRISTA, MN
FUTURE POTENTIAL WELL FIELD DEVELOPMENT AREAS IN
THE JORDAN OR TCW AQUIFERS

FILE: 5013AEN08_01m.MXD

DATE: 5/31/2023

FIGURE: 10

ATTACHMENT 1

CITY WELL LOGS

208864

County Hennepin

Quad Mound

Quad ID 105B

MINNESOTA DEPARTMENT OF HEALTH

WELL AND BORING REPORT

Minnesota Statutes Chapter 1031

Entry Date 08/24/1991

Update Date 03/30/2015

Received Date

<div>Well NameMINNETRISTA 1Township117Range24DirW 11SubsectionDCACBA</div> <div>Elevation980 ft.Elev. Method7.5 minute topographic map (+/- 5 feet)</div> <div>Address</div> <div>Contact7701 110 CR W MINNETRISTA MN 55364-9552</div> <div>WellGAMEFARM RD MINNETRISTA MN 55364</div> <div>Stratigraphy Information</div> <table><thead><tr><th>Geological Material</th><th>From</th><th>To (ft.)</th><th>Color</th><th>Hardness</th></tr></thead><tbody><tr><td>CLAY</td><td>0</td><td>20</td><td>BROWN</td><td></td></tr><tr><td>CLAY</td><td>20</td><td>60</td><td>GRAY</td><td></td></tr><tr><td>SANDY CLAY STONES</td><td>60</td><td>70</td><td>GRAY</td><td></td></tr><tr><td>CEMENTED SAND</td><td>70</td><td>142</td><td>GRAY</td><td></td></tr><tr><td>SAND-COARSE</td><td>142</td><td>155</td><td>BROWN</td><td></td></tr><tr><td>SANDY CLAY</td><td>155</td><td>168</td><td>TAN</td><td></td></tr><tr><td>SANDY CLAY</td><td>168</td><td>176</td><td>TAN</td><td></td></tr><tr><td>STONES-ROCKS</td><td>176</td><td>177</td><td>BROWN</td><td></td></tr><tr><td>GRAVEL</td><td>177</td><td>178</td><td>TAN</td><td></td></tr><tr><td>STONES-ROCK</td><td>178</td><td>179</td><td>BROWN</td><td></td></tr><tr><td>GRAVEL</td><td>179</td><td>185</td><td>TAN</td><td></td></tr><tr><td>CLAY STONES</td><td>185</td><td>195</td><td>BROWN</td><td></td></tr><tr><td>CLAY</td><td>195</td><td>200</td><td>GRAY</td><td></td></tr><tr><td>CLAY STONES</td><td>200</td><td>210</td><td>GRAY</td><td></td></tr><tr><td>SANDY CLAY</td><td>210</td><td>225</td><td>BRN/RED</td><td></td></tr><tr><td>SHALE</td><td>225</td><td>233</td><td>LIGHT</td><td></td></tr><tr><td>JORDAN AND</td><td>233</td><td>250</td><td>BROWN</td><td></td></tr><tr><td>JORDAN AND</td><td>250</td><td>265</td><td>LIGHT</td><td></td></tr><tr><td>ST. LAWRENCE</td><td>265</td><td>300</td><td>GREEN</td><td></td></tr><tr><td>SANDSTONE, SHALE</td><td>300</td><td>375</td><td>BLU/RED</td><td></td></tr><tr><td>FRANCONIA SHALE</td><td>375</td><td>380</td><td>RED</td><td></td></tr><tr><td>FRANCONIA</td><td>380</td><td>390</td><td>TAN</td><td></td></tr><tr><td>FRANCONIA SHALE</td><td>390</td><td>420</td><td>GREEN</td><td></td></tr><tr><td>GALESVILLE &</td><td>420</td><td>465</td><td>TAN</td><td></td></tr><tr><td>SHALE</td><td>465</td><td>467</td><td>TAN</td><td></td></tr><tr><td>SANDSTONE</td><td>467</td><td>480</td><td>WHITE</td><td></td></tr><tr><td>SHALE</td><td>480</td><td>503</td><td>TAN</td><td></td></tr><tr><td>EAU CLAIRE SHALE</td><td>503</td><td>515</td><td>GREEN</td><td></td></tr><tr><td>SANDSTONE</td><td>515</td><td>520</td><td>GRAY</td><td></td></tr><tr><td>SHALE</td><td>520</td><td>530</td><td></td><td></td></tr><tr><td>EAU CLAIRE SHALE</td><td>530</td><td>540</td><td>GREEN</td><td></td></tr><tr><td>EAU CLAIRE</td><td>540</td><td>600</td><td></td><td></td></tr><tr><td>GALESVILLE</td><td>600</td><td>670</td><td></td><td></td></tr><tr><td>EAU CLAIRE</td><td>670</td><td>678</td><td></td><td></td></tr></tbody></table> <div>Remarks</div> <div>DICK BIALON 466-1660 MP=1.5.</div> <div>M.G.S. NO. 617. INTERVAL 233-265 SAMPLE INDICATES REWORKED BEDROCK.</div>					Geological Material	From	To (ft.)	Color	Hardness	CLAY	0	20	BROWN		CLAY	20	60	GRAY		SANDY CLAY STONES	60	70	GRAY		CEMENTED SAND	70	142	GRAY		SAND-COARSE	142	155	BROWN		SANDY CLAY	155	168	TAN		SANDY CLAY	168	176	TAN		STONES-ROCKS	176	177	BROWN		GRAVEL	177	178	TAN		STONES-ROCK	178	179	BROWN		GRAVEL	179	185	TAN		CLAY STONES	185	195	BROWN		CLAY	195	200	GRAY		CLAY STONES	200	210	GRAY		SANDY CLAY	210	225	BRN/RED		SHALE	225	233	LIGHT		JORDAN AND	233	250	BROWN		JORDAN AND	250	265	LIGHT		ST. LAWRENCE	265	300	GREEN		SANDSTONE, SHALE	300	375	BLU/RED		FRANCONIA SHALE	375	380	RED		FRANCONIA	380	390	TAN		FRANCONIA SHALE	390	420	GREEN		GALESVILLE &	420	465	TAN		SHALE	465	467	TAN		SANDSTONE	467	480	WHITE		SHALE	480	503	TAN		EAU CLAIRE SHALE	503	515	GREEN		SANDSTONE	515	520	GRAY		SHALE	520	530			EAU CLAIRE SHALE	530	540	GREEN		EAU CLAIRE	540	600			GALESVILLE	600	670			EAU CLAIRE	670	678			<div>Well Depth678 ft.</div> <div>Depth Completed678 ft.</div> <div>Date Well Completed02/01/1971</div> <div>Drill MethodCable Tool</div> <div>Drill Fluid</div> <div>Usepublic supply/community</div> <div>StatusActive</div> <div>Well Hydrofractured?<div>Yes<input type="checkbox"/></div><div>No<input type="checkbox"/></div>FromTo</div> <div>Casing TypeSingle casing</div> <div>JointWelded</div> <div>Drive Shoe?<div>Yes<input type="checkbox"/></div><div>No<input type="checkbox"/></div>Above/Below</div> <div>Casing DiameterWeight</div> <div>16 in. To264 ft.lbs./ft.</div> <div>Open HoleFrom264 ft.To678 ft.</div> <div>Screen?<input type="checkbox"/></div> <div>Type</div> <div>Make</div> <div>Static Water Level</div> <div>75 ft.land surface</div> <div>Measure02/01/1971</div> <div>Pumping Level (below land surface)</div> <div>145 ft.hrs. Pumping at1200 g.p.m.</div> <div>Wellhead Completion</div> <div>Pitless adapter manufacturer</div> <div>Model</div> <div><input type="checkbox"/> Casing Protection</div> <div><input checked="" type="checkbox"/> 12 in. above grade</div> <div><input type="checkbox"/> At-grade (Environmental Wells and Borings ONLY)</div> <div>Grouting Information</div> <div>Well Grouted?<div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div><div><input type="checkbox"/> Not Specified</div></div> <div>Nearest Known Source of Contamination</div> <div>feet</div> <div>Direction</div> <div>Type</div> <div>Well disinfected upon completion?<div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div> <div>Pump<input checked="" type="checkbox"/> Not Installed</div> <div>Date Installed</div> <div>Manufacturer's name</div> <div>Model Number</div> <div>HP</div> <div>Volt</div> <div>Length of drop pipeft</div> <div>Capacity</div> <div>g.p.</div> <div>Typ</div> <div>Abandoned</div> <div>Does property have any not in use and not sealed well(s)?<div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div> <div>Variance</div> <div>Was a variance granted from the MDH for this well?<div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div> <div>Miscellaneous</div> <div>First BedrockTunnel City Group</div> <div>AquiferTunnel City-Mt.</div> <div>Last StratMt.Simon Sandstone</div> <div>Depth to Bedrock265 ft</div> <div>Located byMinnesota Department of Health</div> <div>Locate MethodGPS SA On (averaged) (100 meters)</div> <div>SystemUTM - NAD83, Zone 15, Meters</div> <div>X446944</div> <div>Y4977849</div> <div>Unique Number Verification</div> <div>Input Date10/12/1999</div> <div>Angled Drill Hole</div> <div>Well Contractor</div> <div>Renner E.H. & Sons</div> <div>02015</div> <div>Licensee Business</div> <div>Lic. or Reg. No.</div> <div>Name of Driller</div>				
Geological Material	From	To (ft.)	Color	Hardness																																																																																																																																																																																				
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Minnesota Well Index Report

208864

Printed on 03/27/2023
HE-01205-15

232166

County Hennepin
Quad Mound
Quad ID 105B

MINNESOTA DEPARTMENT OF HEALTH
WELL AND BORING REPORT
Minnesota Statutes Chapter 1031

Entry Date 08/24/1991
Update Date 01/28/2015
Received Date

Well Name MINNETRISTA 2 Township 117 Range 24 Dir Section W 35 Subsection DBBBAD Elevation 980 ft. Elev. Method 7.5 minute topographic map (+/- 5 feet)					Well Depth 600 ft.		Depth Completed 600 ft.		Date Well Completed 00/00/1961	
Address Contact 7701 110 CR W MINNETRISTA MN 55364-9552 Well MINNETRISTA MN 55364					Drill Method Cable Tool		Drill Fluid			
Stratigraphy Information Geological Material From To (ft.) Color Hardness NO RECORD 0 600					Use public supply/community		Status Unknow			
					Well Hydrofractured? Yes <input type="checkbox"/> No <input type="checkbox"/>		From To			
					Casing Type Single casing		Joint			
					Drive Shoe? Yes <input type="checkbox"/> No <input type="checkbox"/>		Above/Below			
					Casing Diameter 8 in. To 400 ft.		Weight lbs./ft.		Hole Diameter 6 in. To 600 ft.	
					Open Hole From 400 ft. To 600 ft.					
					Screen? <input type="checkbox"/>		Type		Make	
					Static Water Level 80 ft. land surface Measure 00/00/1961					
					Pumping Level (below land surface)					
					Wellhead Completion Pitless adapter manufacturer <input type="checkbox"/> Casing Protection <input type="checkbox"/> 12 in. above grade <input type="checkbox"/> At-grade (Environmental Wells and Borings ONLY) Grouting Information Well Grouted? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Specified					
Nearest Known Source of Contamination feet Direction Type Well disinfected upon completion? <input type="checkbox"/> Yes <input type="checkbox"/> No										
Pump <input type="checkbox"/> Not Installed Date Installed Manufacturer's name Model Number HP Volt Length of drop pipe ft Capacity g.p. Typ										
Abandoned Does property have any not in use and not sealed well(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No										
Variance Was a variance granted from the MDH for this well? <input type="checkbox"/> Yes <input type="checkbox"/> No										
Miscellaneous First Bedrock no record Aquifer Tunnel City- Last Strat Wonewoc Sandstone Depth to Bedrock ft Located by Minnesota Geological Survey Locate Method Digitized - scale 1:24,000 or larger (Digitizing Table) System UTM - NAD83, Zone 15, Meters X 446703 Y 4971901 Unique Number Verification Information from Input Date 01/01/1990										
Angled Drill Hole										
Well Contractor Minnesota Department of MDH Licensee Business Lic. or Reg. No. Name of Driller										
Remarks DICK BIALON 466=1660 MUNI. WELL NO.2. WOOD END SHORES ADDITION BLK 4 OUTLOT 3. NOTE FROM 1-28-2015 STATES WELL NOT IN USE, NO EVIDENCE OF WELL ON SITE & THE WELL HOUSE IS GONE. CAN'T FIND WELL SEALING DOCUMENTATION- DONE UNDER PREVIOUS STAFF ORGANIZATION										

WELL OR BORING LOCATION
County Name
Hennepin

MINNESOTA DEPARTMENT OF HEALTH
WELL AND BORING RECORD
Minnesota Statutes, Chapter 103I

MINNESOTA UNIQUE WELL
AND BORING NO.

773393

Wellspring Name
Minnereista

Township No.
117

Range No.
24

Section No.
11

Fraction
ne se se 1/4

WELL/BORING DEPTH (completed)
498 feet

DATE WORK COMPLETED
August 31, 2010

GPS LOCATION:
Latitude **44deg 57.143min**
Longitude **093deg 40.078min**

DRILLING METHOD
☒ Cable Tool
☐ Auger
☐ Driven
☐ Rotary
☐ Dug
☐ Jetted

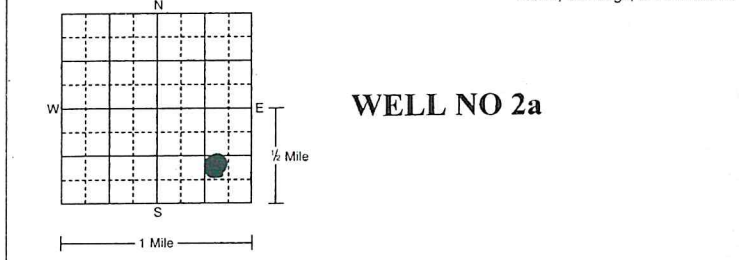
House Number, Street Name, City, and Zip Code of Well Location
5666 Game Farm Road, Minnetrista, MN

DRILLING FLUID
Bentonite/Water

WELL HYDROFRACTURED? ☐ Yes ☒ No

Show exact location of well/boring in section grid with "X."
Sketch map of well/boring location. Showing property lines, roads, buildings, and direction.

USE
☐ Domestic
☐ Noncommunity PWS
☒ Community PWS
☐ Elevator
☐ Monitoring
☐ Environ. Bore Hole
☐ Irrigation
☐ Dewatering
☐ Heating/Cooling
☐ Industry/Commercial
☐ Remedial



CASING MATERIAL
☒ Steel
☐ Plastic
Drive Shoe? ☒ Yes ☐ No
☐ Threaded ☒ Welded

HOLE DIAM.
30 in. to **498.0** ft.

PROPERTY OWNER'S NAME/COMPANY NAME
CITY OF MINNETRISTA

CASING DIAMETER
30 in. to **254.5** ft. **118.65** lbs./ft. **A53**
24 in. to **385.0** ft. **94.62** lbs./ft. **5-L**

Property owner's mailing address if different than well location address indicated above.
7701 CO RD 110W

SCREEN
Make _____
Type _____
Slot/Gauze _____ Length _____
Set between _____ ft. and _____ ft. FITTINGS _____

Minnetrista, MN 55364
Phone: (952) 446-1312

OPEN HOLE
From **385'** ft. To **498'** ft.

WELL OWNER'S NAME/COMPANY NAME
CITY OF MINNETRISTA

STATIC WATER LEVEL
Measured from _____
81.7' ft. Below ☐ Above land surface Date measured **8/17/10**

Well/boring owner's mailing address if different than property owner's address indicated above.
Same as above

PUMPING LEVEL (below land surface)
205.3 ft. after **24.0 hrs** hrs. pumping **500** g.p.m.

Attn: Mr. Robin Bowman
Phone: (951) 446-1312

WELLHEAD COMPLETION
☒ Pitless/adaptor manufacturer **Pitless** Model **8PS2426**
☐ Casing Protection ☐ 12 in. above grade
☐ At-grade (Environmental Well and Boring ONLY)

REMARKS, ELEVATION, SOURCE OF DATA, etc.
MGS cutting set

GROUTING INFORMATION
Well grouted ☒ Yes ☐ No
Grout materials ☒ Neat cement ☐ Bentonite ☐ Concrete ☐ Other _____
From **0** To **385** ft. **24.0** Yds. ☐ Bags

Attn: Mr. Robin Bowman
Phone: (951) 446-1312

GROUTING INFORMATION
From _____ To _____ ft. _____ Yds. ☐ Bags

Attn: Mr. Robin Bowman
Phone: (951) 446-1312

GROUTING INFORMATION
From _____ To _____ ft. _____ Yds. ☐ Bags

Attn: Mr. Robin Bowman
Phone: (951) 446-1312

GROUTING INFORMATION
From _____ To _____ ft. _____ Yds. ☐ Bags

Attn: Mr. Robin Bowman
Phone: (951) 446-1312

NEAREST KNOWN SOURCE OF CONTAMINATION
53 feet **SOUTH** direction **SANITARY** type

Attn: Mr. Robin Bowman
Phone: (951) 446-1312

Well disinfected upon completion? ☒ Yes ☐ No

Attn: Mr. Robin Bowman
Phone: (951) 446-1312

PUMP
☐ Not installed Date installed **30 Sep, 2010**

Attn: Mr. Robin Bowman
Phone: (951) 446-1312

Manufacturer's name **GOULD**
Model Number **11WAHC** HP **75HP** Volts **460V/3PH**

Attn: Mr. Robin Bowman
Phone: (951) 446-1312

Length of drop pipe **260** ft. Capacity **500 @ 404tdh** g.p.m.
Type: ☒ Submersible ☐ L.S. Turbine ☐ Reciprocating ☐ Jet

Attn: Mr. Robin Bowman
Phone: (951) 446-1312

ABANDONED WELLS
Does property have any not in use and not sealed well(s)? ☐ Yes ☒ No

Attn: Mr. Robin Bowman
Phone: (951) 446-1312

VARIANCE
Was a variance granted from the MDH for this well? ☐ Yes ☒ No TN# _____

Attn: Mr. Robin Bowman
Phone: (951) 446-1312

WELL CONTRACTOR CERTIFICATION
This well was drilled under my supervision and in accordance with Minnesota Rules, Chapter 4725. The information contained in this report is true to the best of my knowledge.

Attn: Mr. Robin Bowman
Phone: (951) 446-1312

E.H. Renner & Sons, Inc. **1431**

Attn: Mr. Robin Bowman
Phone: (951) 446-1312

Lic. or Reg. No. **9/30/10**

Attn: Mr. Robin Bowman
Phone: (951) 446-1312

Certified Representative Signature **ARNIE COX** Certified Rep. No. **9/30/10**

Attn: Mr. Robin Bowman
Phone: (951) 446-1312

Name of Driller **ARNIE COX**

Attn: Mr. Robin Bowman
Phone: (951) 446-1312

HE-01205-11 (Rev. 3/07)

161408

County Hennepin
Quad Mound
Quad ID 105B

MINNESOTA DEPARTMENT OF HEALTH
WELL AND BORING REPORT
Minnesota Statutes Chapter 1031

Entry Date 08/24/1991
Update Date 03/10/2017
Received Date

<table><tr><td>Well Name</td><td>Township</td><td>Range</td><td>Dir</td><td>Section</td><td>Subsection</td></tr><tr><td>MINNETRISTA 3</td><td>117</td><td>24</td><td>W</td><td>35</td><td>BDACAD</td></tr><tr><td>Elevation</td><td>981 ft.</td><td>Elev. Method</td><td colspan="3">LiDAR 1m DEM (MNDNR)</td></tr><tr><td colspan="6">Address</td></tr><tr><td>Contact</td><td colspan="5">7701 110 CR W MINNETRISTA MN 55364</td></tr><tr><td>Well</td><td colspan="5">4270 44 CR MINNETRISTA MN 55364</td></tr><tr><td colspan="6">Stratigraphy Information</td></tr><tr><td>Geological Material</td><td>From</td><td>To (ft.)</td><td>Color</td><td colspan="2">Hardness</td></tr><tr><td>SANDY CLAY</td><td>0</td><td>120</td><td>YELLOW</td><td colspan="2"></td></tr><tr><td>MUDDY SAND</td><td>120</td><td>243</td><td>YELLOW</td><td colspan="2"></td></tr><tr><td>MUDDY SAND</td><td>243</td><td>244</td><td>YELLOW</td><td colspan="2"></td></tr><tr><td>SAND ROCK</td><td>244</td><td>322</td><td>YELLOW</td><td colspan="2"></td></tr><tr><td>HARD GREEN SHALE</td><td>322</td><td>333</td><td></td><td colspan="2"></td></tr><tr><td>RED ROCK</td><td>333</td><td>336</td><td></td><td colspan="2"></td></tr><tr><td>SHALE</td><td>336</td><td>379</td><td></td><td colspan="2"></td></tr><tr><td>SHALE</td><td>379</td><td>505</td><td></td><td colspan="2"></td></tr><tr><td>SAND ROCK W/SHALE</td><td>505</td><td>512</td><td></td><td colspan="2"></td></tr><tr><td>SAND ROCK W/SHALE</td><td>512</td><td>560</td><td></td><td colspan="2"></td></tr><tr><td>SAND ROCK W/SHALE</td><td>560</td><td>595</td><td></td><td colspan="2"></td></tr><tr><td>SAND ROCK</td><td>595</td><td>645</td><td></td><td colspan="2"></td></tr><tr><td>SAND ROCK</td><td>645</td><td>775</td><td></td><td colspan="2"></td></tr><tr><td>SHALE</td><td>775</td><td>785</td><td>RED</td><td colspan="2"></td></tr></table>	Well Name	Township	Range	Dir	Section	Subsection	MINNETRISTA 3	117	24	W	35	BDACAD	Elevation	981 ft.	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To 340 ft. 62 lbs./ft.</td><td></td><td>24 in. To 340 ft.</td></tr><tr><td>24 in. To 244 ft. 98 lbs./ft.</td><td></td><td>16 in. To 785 ft.</td></tr><tr><td>Open Hole</td><td>From 340 ft. To 785 ft.</td><td></td></tr><tr><td>Screen?</td><td><input type="checkbox"/></td><td>Type Make</td></tr><tr><td colspan="3">Static Water Level</td></tr><tr><td>125 ft.</td><td>land surface</td><td>Measure 08/20/1980</td></tr><tr><td colspan="3">Pumping Level (below land surface)</td></tr><tr><td>170 ft.</td><td>40 hrs. Pumping at</td><td>1000 g.p.m.</td></tr><tr><td colspan="3">Wellhead Completion</td></tr><tr><td>Pitless adapter manufacturer</td><td colspan="2">Model</td></tr><tr><td><input type="checkbox"/> Casing Protection</td><td colspan="2"><input checked="" type="checkbox"/> 12 in. above grade</td></tr><tr><td colspan="3"><input type="checkbox"/> At-grade (Environmental Wells and Borings ONLY)</td></tr><tr><td colspan="3">Grouting Information</td></tr><tr><td>Well Grouted?</td><td colspan="2"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Specified</td></tr><tr><td>Material</td><td>Amount</td><td>From To</td></tr><tr><td>neat cement</td><td>52 Cubic yards</td><td>0 ft. 340 ft.</td></tr><tr><td colspan="3">Nearest Known Source of Contamination</td></tr><tr><td>feet</td><td>Direction</td><td>Type</td></tr><tr><td>Well disinfected upon completion?</td><td><input type="checkbox"/> Yes <input type="checkbox"/> No</td><td></td></tr><tr><td>Pump</td><td><input checked="" type="checkbox"/> Not Installed</td><td>Date Installed</td></tr><tr><td colspan="3">Manufacturer's name</td></tr><tr><td>Model Number</td><td>HP</td><td>Volt</td></tr><tr><td>Length of drop pipe</td><td>ft Capacity</td><td>g.p. Typ</td></tr><tr><td colspan="3">Abandoned</td></tr><tr><td colspan="3">Does property have any not in use and not sealed well(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No</td></tr><tr><td colspan="3">Variance</td></tr><tr><td colspan="3">Was a variance granted from the MDH for this well? <input type="checkbox"/> Yes <input type="checkbox"/> No</td></tr><tr><td colspan="3">Miscellaneous</td></tr><tr><td>First Bedrock</td><td>Jordan Sandstone</td><td>Aquifer Tunnel City-Mt.</td></tr><tr><td>Last Strat</td><td>Mid.Prot. sed. undivided</td><td>Depth to Bedrock 243 ft</td></tr><tr><td colspan="3">Located by Minnesota Department of Health</td></tr><tr><td>Locate Method</td><td colspan="2">GPS SA On (averaged) (100 meters)</td></tr><tr><td>System</td><td>UTM - NAD83, Zone 15, Meters</td><td>X 446522 Y 4972189</td></tr><tr><td>Unique Number Verification</td><td>Information from</td><td>Input Date 10/12/1999</td></tr><tr><td colspan="3">Angled Drill Hole</td></tr><tr><td colspan="3">Well Contractor</td></tr><tr><td>Bergerson-Caswell</td><td>27058</td><td>HENRICH, E.</td></tr><tr><td>Licensee Business</td><td>Lic. or Reg. No.</td><td>Name of Driller</td></tr></table>	Well Depth	Depth Completed	Date Well Completed	785 ft.	785 ft.	08/24/1980	Drill Method	Cable Tool	Drill Fluid	Use	public supply/community	Status Active	Well Hydrofractured?	Yes <input type="checkbox"/> No <input type="checkbox"/>	From To	Casing Type	Step down	Joint Welded	Drive Shoe?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Above/Below	Casing Diameter	Weight	Hole Diameter	16 in. To 340 ft. 62 lbs./ft.		24 in. To 340 ft.	24 in. To 244 ft. 98 lbs./ft.		16 in. To 785 ft.	Open Hole	From 340 ft. To 785 ft.		Screen?	<input type="checkbox"/>	Type Make	Static Water Level			125 ft.	land surface	Measure 08/20/1980	Pumping Level (below land surface)			170 ft.	40 hrs. Pumping at	1000 g.p.m.	Wellhead Completion			Pitless adapter manufacturer	Model		<input type="checkbox"/> Casing Protection	<input checked="" type="checkbox"/> 12 in. above grade		<input type="checkbox"/> At-grade (Environmental Wells and Borings ONLY)			Grouting Information			Well Grouted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Specified		Material	Amount	From To	neat cement	52 Cubic yards	0 ft. 340 ft.	Nearest Known Source of Contamination			feet	Direction	Type	Well disinfected upon completion?	<input type="checkbox"/> Yes <input type="checkbox"/> No		Pump	<input checked="" type="checkbox"/> Not Installed	Date Installed	Manufacturer's name			Model Number	HP	Volt	Length of drop pipe	ft Capacity	g.p. Typ	Abandoned			Does property have any not in use and not sealed well(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No			Variance			Was a variance granted from the MDH for this well? <input type="checkbox"/> Yes <input type="checkbox"/> No			Miscellaneous			First Bedrock	Jordan Sandstone	Aquifer Tunnel City-Mt.	Last Strat	Mid.Prot. sed. undivided	Depth to Bedrock 243 ft	Located by Minnesota Department of Health			Locate Method	GPS SA On (averaged) (100 meters)		System	UTM - NAD83, Zone 15, Meters	X 446522 Y 4972189	Unique Number Verification	Information from	Input Date 10/12/1999	Angled Drill Hole			Well Contractor			Bergerson-Caswell	27058	HENRICH, E.	Licensee Business	Lic. or Reg. No.	Name of Driller
Well Name	Township	Range	Dir	Section	Subsection																																																																																																																																																																																																																																																																										
MINNETRISTA 3	117	24	W	35	BDACAD																																																																																																																																																																																																																																																																										
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MUDDY SAND	120	243	YELLOW																																																																																																																																																																																																																																																																												
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SAND ROCK	244	322	YELLOW																																																																																																																																																																																																																																																																												
HARD GREEN SHALE	322	333																																																																																																																																																																																																																																																																													
RED ROCK	333	336																																																																																																																																																																																																																																																																													
SHALE	336	379																																																																																																																																																																																																																																																																													
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DICK BIALON 466-1660 MP=3.4 WELL#3- MUNI WELL. M.G.S. NO. 1547. GAMMA LOGGED 5-27-1980. STONEBRIDGE ADD. OUTLOT A. GAMMA, CALIPER, AND MULTI TOOL LOGGED 2-14-2017. LOGGED FOR MDH. HYDROLAB ON 2-14-2014 BY MDH.		Printed on 03/27/2023 HE-01205-15																																																																																																																																																																																																																																																																													

554097

County Hennepin
Quad Mound
Quad ID 105B

MINNESOTA DEPARTMENT OF HEALTH
WELL AND BORING REPORT
Minnesota Statutes Chapter 1031

Entry Date 12/14/1995
Update Date 08/18/2014
Received Date

Well Name MINNETRISTA 4	Township 117	Range 24	Dir W	Section 35	Subsection CACADC	Well Depth 787 ft.	Depth Completed 712 ft.	Date Well Completed 09/20/1995
Elevation 985 ft.	Elev. Method 7.5 minute topographic map (+/- 5 feet)					Drill Method Cable Tool	Drill Fluid Water	
Address						Use public supply/community	Status Active	
Contact 7701 110 CR W MINNETRISTA MN 55364-9552						Well Hydrofractured? Yes <input type="checkbox"/> No <input type="checkbox"/> From To		
Well 6300 LOTUS DR MINNETRISTA MN 55364						Casing Type Step down Joint Welded		
Stratigraphy Information						Drive Shoe? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Above/Below		
Geological Material		From	To (ft.)	Color	Hardness	Casing Diameter 30 in. To 162 ft. lbs./ft. Hole Diameter 23 in. To 700 ft.		
DRIFT		0	272	VARIED	SOFT	18 in. To 650 ft. lbs./ft. 17 in. To 787 ft.		
JORDAN		272	303	YELLOW	SOFT	24 in. To 279 ft. lbs./ft.		
ST. LAWRENCE		303	338	GRAY	MEDIUM			
ST. LAWRENCE		338	385	GRAY	MEDIUM			
FRANCONIA		385	387	GRN/RED	SOFT			
FRANCONIA		387	517	GRN/RED	SOFT			
IRONTON/GALESVILLE		517	563	GREEN	SOFT			
EAU CLAIRE		563	642	GREEN	SOFT			
MT. SIMON/HINCKLEY		642	787	WHITE	SOFT			
Static Water Level								
158 ft. land surface						Measure 06/26/1995		
Pumping Level (below land surface)								
198 ft. 16 hrs. Pumping at						500 g.p.m.		
Wellhead Completion								
Pitless adapter manufacturer						Model		
<input type="checkbox"/> Casing Protection						<input checked="" type="checkbox"/> 12 in. above grade		
<input type="checkbox"/> At-grade (Environmental Wells and Borings ONLY)								
Grouting Information						Well Grouted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Specified		
Material		Amount		From		To		
neat cement		40 Cubic yards		0 ft.		650 ft.		
neat cement		30 Cubic yards		0 ft.		279 ft.		
Nearest Known Source of Contamination								
80 feet		North Direction		Septic tank/drain field		Type		
Well disinfected upon completion?						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pump <input checked="" type="checkbox"/> Not Installed						Date Installed		
Manufacturer's name								
Model Number		HP		Volt				
Length of drop pipe		ft Capacity		g.p. Typ				
Abandoned								
Does property have any not in use and not sealed well(s)?						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Variance								
Was a variance granted from the MDH for this well?						<input type="checkbox"/> Yes <input type="checkbox"/> No		
Miscellaneous								
First Bedrock		Jordan Sandstone		Aquifer Mt.Simon				
Last Strat		Mt.Simon Sandstone		Depth to Bedrock		272 ft		
Located by Minnesota Department of Health								
Locate Method GPS SA On (averaged) (100 meters)								
System		UTM - NAD83, Zone 15, Meters		X 446383		Y 4971600		
Unique Number Verification		Information from		Input Date		10/12/1999		
Angled Drill Hole								
Well Contractor								
Bergerson-Caswell		27058		MANTHIE, D.				
Licensee Business		Lic. or Reg. No.		Name of Driller				

638450

County Hennepin
Quad Mound
Quad ID 105B

MINNESOTA DEPARTMENT OF HEALTH
WELL AND BORING REPORT
Minnesota Statutes Chapter 1031

Entry Date 03/22/2000
Update Date 01/12/2016
Received Date

Well Name MINNETRISTA 5	Township 117	Range 24	Dir W	Section 22	Subsection DACADB	Well Depth 255 ft.	Depth Completed 253 ft.	Date Well Completed 12/10/1999
Elevation 1001	Elev. Method 7.5 minute topographic map (+/- 5 feet)					Drill Method Non-specified Rotary	Drill Fluid Bentonite	
Address						Use public supply/community	Status Active	
Contact 7701 110 CR W MINNETRISTA MN 55364-9552						Well Hydrofractured? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Well 6587 SAUNDERS LAKE DR S MINNETRISTA MN 55364						From To		
Stratigraphy Information						Casing Type Step down		
						Joint		
						Drive Shoe? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
						Above/Below		
Casing Diameter						Weight		Hole Diameter
Geological Material From To (ft.) Color Hardness								
CLAY 0 21 BROWN						12 in. To 213 ft. lbs./ft.		24 in. To 96 ft.
SAND & GRAVEL 21 28 BROWN						20 in. To 96 ft. lbs./ft.		19 in. To 255 ft.
CLAY 28 31 GRAY								
SAND 31 43 BROWN								
CLAY 43 49 BROWN								
SAND 49 76 BROWN								
CLAY 76 94 BROWN								
SAND 94 108 GRAY								
SAND 108 171 GRAY								
GRAVEL & SHALE 171 254 BROWN								
SHALE 254 255 GREEN								
						Open Hole From ft. To ft.		
						Screen? <input checked="" type="checkbox"/>		
						Type stainless		
						Make JOHNSON		
						Diameter Slot/Gauze Length Set		
						12 in. 120 40 ft. 213 ft. 253 ft.		
						Static Water Level		
						94 ft. land surface Measure 12/10/1999		
						Pumping Level (below land surface)		
						250 ft. 47 hrs. Pumping at 1000 g.p.m.		
						Wellhead Completion		
						Pitless adapter manufacturer Model		
						<input type="checkbox"/> Casing Protection <input checked="" type="checkbox"/> 12 in. above grade		
						<input type="checkbox"/> At-grade (Environmental Wells and Borings ONLY)		
						Grouting Information Well Grouted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Specified		
						Material Amount From To		
						neat cement 7 Cubic yards 2 ft. 203 ft.		
						Nearest Known Source of Contamination		
						feet Direction Type		
						Well disinfected upon completion? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
						Pump <input checked="" type="checkbox"/> Not Installed Date Installed		
						Manufacturer's name		
						Model Number HP Volt		
						Length of drop pipe ft Capacity g.p. Typ		
						Abandoned		
						Does property have any not in use and not sealed well(s)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
						Variance		
						Was a variance granted from the MDH for this well? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
						Miscellaneous		
						First Bedrock St.Lawrence Formation Aquifer Quat. buried		
						Last Strat St.Lawrence Formation Depth to Bedrock 254 ft		
						Located by Minnesota Department of Health		
						Locate Method GPS SA Off (averaged) (15 meters)		
						System UTM - NAD83, Zone 15, Meters X 445636 Y 4974896		
						Unique Number Verification Information from Input Date 01/08/2001		
						Angled Drill Hole		
						Well Contractor		
						Traut M.J. Well Co. 71536 BRUCE/LYLE		
						Licensee Business Lic. or Reg. No. Name of Driller		

Quad ID 105B

Received Date 08/16/2016

Well Name					Township		Range		Dir		Section		Subsection		Well Depth		Depth Completed		Date Well Completed																									
MINNETRISTA 6					117		24		W		34		CACCCC		593 ft.		593 ft.		07/27/2016																									
Elevation		1051		Elev. Method		LiDAR 1m DEM (MNDNR)										Drill Method		Dual Rotary		Drill Fluid		Water																						
Address															Use					public supply/community					Status		Active																	
Contact		7701 COUNTY ROAD 110W RD MINNETRISTA MN 55364													Well Hydrofractured?					Yes		<input type="checkbox"/>		No		<input checked="" type="checkbox"/>		From		To														
Well		4691 KINGS POINT RD MINNETRISTA MN 55331													Casing Type					Step down		Joint					Welded																	
Stratigraphy Information															Drive Shoe?					Yes		<input checked="" type="checkbox"/>		No		<input type="checkbox"/>		Above/Below																
Geological Material					From		To (ft.)		Color		Hardness					Casing Diameter					Weight					Hole Diameter																		
SAND & GRAVEL					0		5		BROWN		SOFT					18 in. To					425 ft. 70.6 lbs./ft.					23 in. To 593 ft.																		
SANDY CLAY					5		15		TAN		SOFT					24 in. To					270 ft. 94.7 lbs./ft.																							
CLAY & GRAVEL					15		215		GRAY		SOFT																																	
SAND					215		217		BROWN		SOFT																																	
COARSE GRAVEL					217		230		BROWN		SOFT																																	
CLAY & GRAVEL					230		249		BROWN		SOFT																																	
SANDSTONE					249		342		TAN		SOFT																																	
SHALE W/SILTSTONE					342		380		RED/GRN		SOFT																																	
SHALE W/SILTSTONE					380		387		RED/GRN		SOFT																																	
SANDSTONE W/SOME					387		477		GRAY		SFT-MED																																	
SANDSTONE W/SOME					477		485		GRAY		MEDIUM																																	
SHALE W/SOME					485		498		RED		MEDIUM																																	
SHALE W/SOME					498		500		RED		MEDIUM																																	
SHALE W/SOME					500		505		GREEN		MEDIUM																																	
SANDSTONE W/SOME					505		555				MEDIUM																																	
GREEN SHALE LENSE					555		560		VARIED		MEDIUM																																	
SANDSTONE CHIPPY					560		580				MED-HRD																																	
SANDSTONE & GREEN					580		587				MEDIUM																																	
SHALE & TRACE					587		590		GRN/RED		SFT-MED																																	
FAT SHALE					590		593		RED		SFT-MED																																	
															Static Water Level					189 ft.		land surface					Measure		07/15/2016															
															Pumping Level (below land surface)										275 ft.		4 hrs.		Pumping at					262		g.p.m.								
															Wellhead Completion										Pitless adapter manufacturer										Model									
															<input type="checkbox"/> Casing Protection					<input checked="" type="checkbox"/> 12 in. above grade																								
															<input type="checkbox"/> At-grade (Environmental Wells and Borings ONLY)																													
															Grouting Information					Well Grouted?					<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No		<input type="checkbox"/> Not Specified															
															Material					Amount					From					To														
															driven casing seal					18 Sacks					ft. 270					ft.														
															neat cement					35 Cubic yards					ft. 425					ft.														
															Nearest Known Source of Contamination										70 feet					West Direction					Sewer Type									
															Well disinfected upon completion?										<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No																	
															Pump					<input checked="" type="checkbox"/> Not Installed		Date Installed																						
															Manufacturer's name																													
															Model Number					HP					Volt																			
															Length of drop pipe					ft		Capacity					g.p.		Typ															
															Abandoned										Does property have any not in use and not sealed well(s)?										<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No							
															Variance										Was a variance granted from the MDH for this well?										<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No							
															Miscellaneous										First Bedrock					Jordan Sandstone					Aquifer					Tunnel City-				
															Last Strat					Eau Claire Formation					Depth to Bedrock					249		ft												
															Located by										Minnesota Geological Survey																			
															Locate Method					Digitization (Screen) - Map (1:24,000) (15 meters or																								
															System					UTM - NAD83, Zone 15, Meters					X		444606					Y		4971513										
															Unique Number Verification					Info/GPS from data					Input Date					06/14/2016														
															Angled Drill Hole																													
															Well Contractor										Mark J Traut Wells, Inc.					1404					SEE REMARKS									
															Licensee Business					Lic. or Reg. No.					Name of Driller																			
Minnesota Well Index Report										818310															Printed on 03/27/2023																			
																									HE-01205-15																			

818311

County Hennepin
Quad Mound
Quad ID 105B

MINNESOTA DEPARTMENT OF HEALTH
WELL AND BORING REPORT
Minnesota Statutes Chapter 1031

Entry Date 05/31/2016
Update Date 08/12/2020
Received Date 10/06/2016

Well Name MINNETRISTA 7				Township 117	Range 24	Dir W	Section 34	Subsection BCDAAA	Well Depth 530 ft.	Depth Completed 517 ft.	Date Well Completed 07/15/2016
Elevation 1006				Elev. Method	LiDAR 1m DEM (MNDNR)				Drill Method Dual Rotary	Drill Fluid Water	
Address									Use public supply/community	Status Active	
Well 7701 110W CR MINNETRISTA MN 55364									Well Hydrofractured? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Contact 4342 KINGS POINT RD MINNETRISTA MN									From To		
Stratigraphy Information									Casing Type Step down Joint Welded		
Drive Shoe? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>									Above/Below		
Casing Diameter Weight Hole Diameter											
18 in. To 364 ft. lbs./ft. 23 in. To 530 ft.											
24 in. To 202 ft. lbs./ft.											
Open Hole From 364 ft. To 517 ft.											
Screen? <input type="checkbox"/>									Type Make		
Static Water Level											
184 ft. land surface									Measure		07/15/2016
Pumping Level (below land surface)											
284 ft. 24 hrs. Pumping at									500		g.p.m.
Wellhead Completion											
Pitless adapter manufacturer									Model		
<input type="checkbox"/> Casing Protection <input type="checkbox"/> 12 in. above grade											
<input type="checkbox"/> At-grade (Environmental Wells and Borings ONLY)											
Grouting Information Well Grouted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Specified											
Material Amount From To											
driven casing seal 7 Sacks ft. 202 ft.											
neat cement 23.5 Cubic yards ft. 364 ft.											
Nearest Known Source of Contamination											
feet Direction Type											
Well disinfected upon completion? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No											
Pump <input checked="" type="checkbox"/> Not Installed Date Installed											
Manufacturer's name											
Model Number HP Volt											
Length of drop pipe ft Capacity g.p. Typ											
Abandoned											
Does property have any not in use and not sealed well(s)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Variance											
Was a variance granted from the MDH for this well? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Miscellaneous											
First Bedrock Jordan Sandstone Aquifer Tunnel City-											
Last Strat Eau Claire Formation Depth to Bedrock 195 ft											
Located by Minnesota Geological Survey											
Locate Method Digitization (Screen) - Map (1:24,000) (15 meters or											
System UTM - NAD83, Zone 15, Meters X 444602 Y 4972118											
Unique Number Verification Info/GPS from data Input Date 05/31/2016											
Angled Drill Hole											
Well Contractor											
Mark J Traut Wells, Inc. 1404 GAUSTAD,E.											
Licensee Business Lic. or Reg. No. Name of Driller											

Minnesota Well Index Report

818311

WELL OR BORING LOCATION
County Name **Hennepin**

MINNESOTA DEPARTMENT OF HEALTH
WELL AND BORING CONSTRUCTION RECORD
Minnesota Statutes, chapter 103I

MINNESOTA UNIQUE WELL
AND BORING NO.

877551

Township Name **Minnetrista** Township No. **117** Range No. **24** Section No. **34** Fraction (sm. → lg.) **SE SE SE**

WELL/BORING DEPTH (completed)

DATE WORK COMPLETED

765 ft.

7-26-22

GPS LOCATION decimal degrees (to four decimal places)

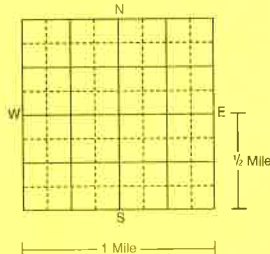
Latitude **44.8921** Longitude **-93.6874**

House Number, Street Name, City, and ZIP Code of Well Location

'NA' State Hwy 7 Minnetrista, MN 55331

Show exact location of well/boring in section grid with "X."

Sketch map of well/boring location. Showing property lines, roads, buildings, and direction.



DRILLING METHOD

☐ Cable Tool
☐ Auger
☐ Other

☐ Driven
☐ Rotary

☒ Dual Rotary
☐ Rotasonic

DRILLING FLUID

water

WELL HYDROFRACTURED? ☐ Yes ☒ No

From _____ ft. To _____ ft.

USE

☐ Domestic
☐ Noncommunity PWS
☐ Community PWS
☐ Elevator

☒ Monitoring
☐ Irrigation
☐ Dewatering

☐ Heating/Cooling
☐ Industry/Commercial
☐ Remedial

CASING MATERIAL

☒ Steel
☐ Plastic

Drive Shoe? ☒ Yes ☐ No
☐ Threaded ☒ Welded

HOLE DIAM.

CASING Diameter

10 in. To **288** ft. lbs./ft. **A53B**
6 in. To **645** ft. lbs./ft. **A53B**

Weight

Specifications

9 7/8 in. To **765** ft.

SCREEN **NA**

Make

Type

Slot/Gauze

Set between _____ ft. and _____ ft.

OPEN HOLE

From **645** ft. To **765** ft.

Diam.

Length

FITTINGS

STATIC WATER LEVEL

2013 ft. ☒ Below ☐ Above land surface

Date measured **7-25-22**

Dry hole ☐ Yes ☒ No

PUMPING LEVEL (below land surface)

248 ft. after

12 hrs. pumping

340 g.p.m.

WELLHEAD COMPLETION

☐ Pitless/adaptor manufacturer

Model

☐ Casing protection

☒ 12 in. above grade

☐ At-grade

☐ Well House

☐ Hand Pump

GROUT INFORMATION (specify bentonite, cement-sand, neat-cement, concrete, cuttings, or other)

Material **neat cement**

From **0** To **645** ft.

17 Yds.

☒ Bags

Material _____

From _____ To _____ ft.

_____ Yds.

☐ Bags

Material _____

From _____ To _____ ft.

_____ Yds.

☐ Bags

Driven casing seal

From **0** To **288** ft.

11 Bags

One bag = 94 lbs. cement or 50 lbs. bentonite

NEAREST KNOWN SOURCE OF CONTAMINATION

Well is **110** feet **South** direction from **sewer** type

Well disinfected upon completion? ☒ Yes ☐ No

PUMP

☒ Not installed Date installed _____

Manufacturer's name _____

Model Number _____ HP _____ Volts _____

Length of drop pipe _____ ft. Capacity _____ g.p.m.

Type: ☐ Submersible ☐ L.S. Turbine ☐ Reciprocating ☐ Jet ☐

ABANDONED WELLS

Does property have any not in use and not sealed well(s)? ☐ Yes ☒ No

VARIANCE

Was a variance granted from the MDH for this well? ☐ Yes ☒ No TN# _____

WELL CONTRACTOR CERTIFICATION

This well was drilled under my supervision and in accordance with Minnesota Rules, chapter 4725. The information contained in this report is true to the best of my knowledge.

Traut Companies

1404

Licenses Business Name

Lic. or Reg. No.

Dave

589 8-29-22

Certified Representative Signature

Certified Rep. No.

Date

Kyle Gratke & Hunter Neyens

Name of Driller

IMPORTANT-FILE WITH PROPERTY
PAPERS-WELL OWNER COPY

877551

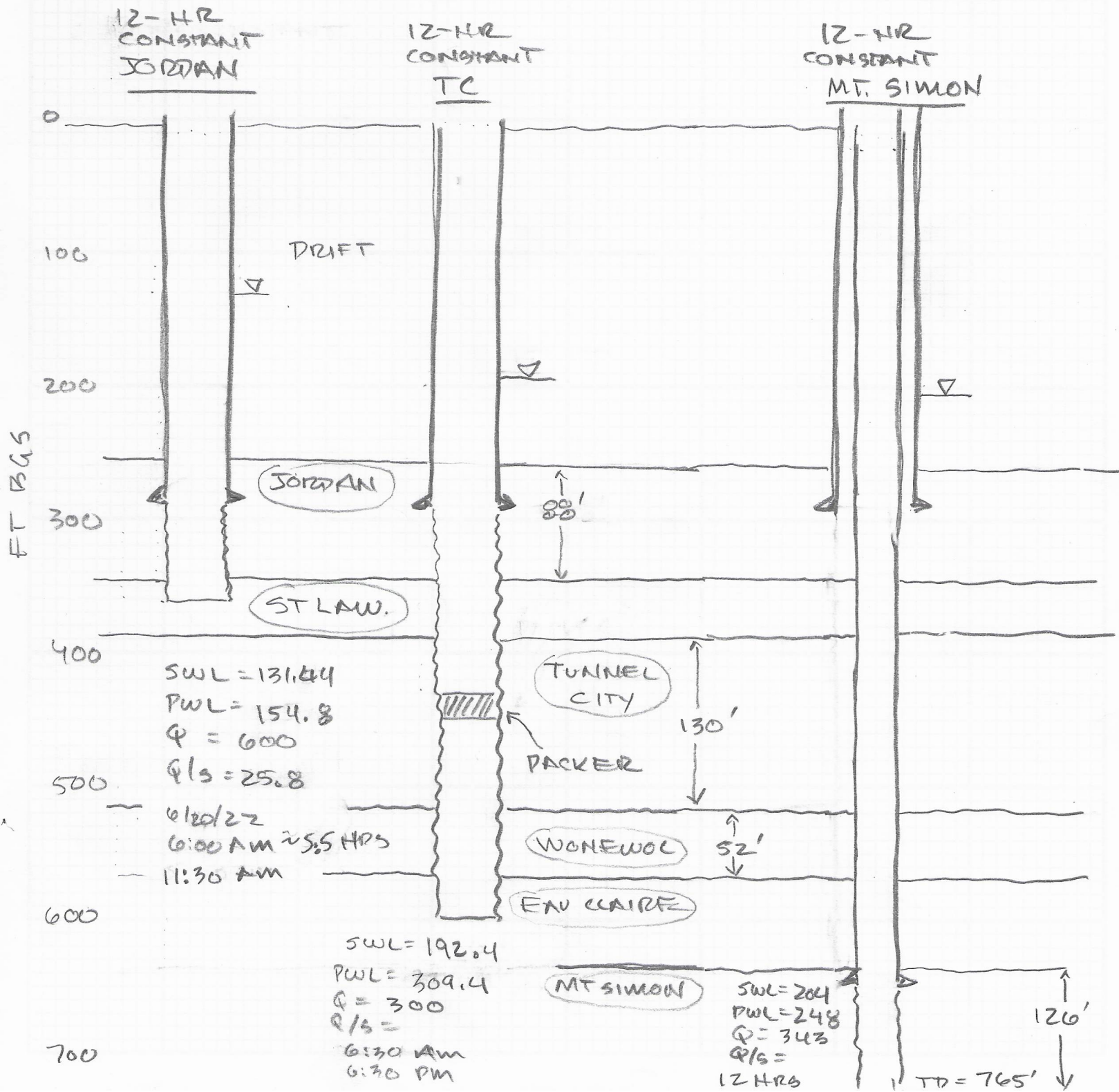
UNIQUE #877551

Geological Materials	Color	Hardness of Materials	From	To
CLAY W/ SAND	BROWN	S	0	31
SAND & GRAVEL	BROWN	S	31	35
SAND & GRAVEL W/ CLAY	BROWN	S	35	40
CLAY W/SAND	GRAY	S	40	155
SAND & GRAVEL	MULTI	M	155	185
CLAY W/ SAND	BROWN	M	185	195
SAND & GRAVEL	BROWN	M	195	203
CLAY & SAND	BROWN	M	203	205
CLAY	GRAY	M	205	214
GRAVEL, SAND, CLAY MIX	BROWN	S	214	220
MIXED ROCK	MULTI COLORED	S	220	223
SHALE	WHITE	S	223	227
SS SHALE MIX	BROWN	S	227	240
SS	BLACK	HARD	240	250
SAND	BROWN	S	250	255
SAND STONE	WHITE	S	255	260
SS	BROWN	S	260	265
SS	TAN	S	265	310
SS	TAN W/ BLACK	M	310	315
SS	TAN	M	315	320
SS & SHALE	TAN	M	320	335
SS & SHALE	WHITE	M	335	340
SHALE & SS	BROWN	M	340	356
SHALE & SS	GRAY	M	356	380
SHALE & SS	GRAY	M	380	385
SHALE	GREEN	M	385	390
SHALE W/ SOME SS	TAN/GREEN	M	390	485
SANDSTONE/SHALE MIX	RED	M	485	500
SAND STONE	CREAM	S	500	565
SILT STONE W/ SHALE	CREAMY GREEN	M	565	590
SHALE	RED	M	590	600
SHALE & SILTSTONE	GREEN/TAN	M	600	635
SHALE	BROWN	M	635	639
SHALE & SS	WHITE/GREEN	M	639	645
SS	WHITE	S	645	655
SS & SHALE	WHITE & GREEN	M	655	660
SS	WHITE	S	660	760
SS	WHITE/PINK HINT	S	760	765

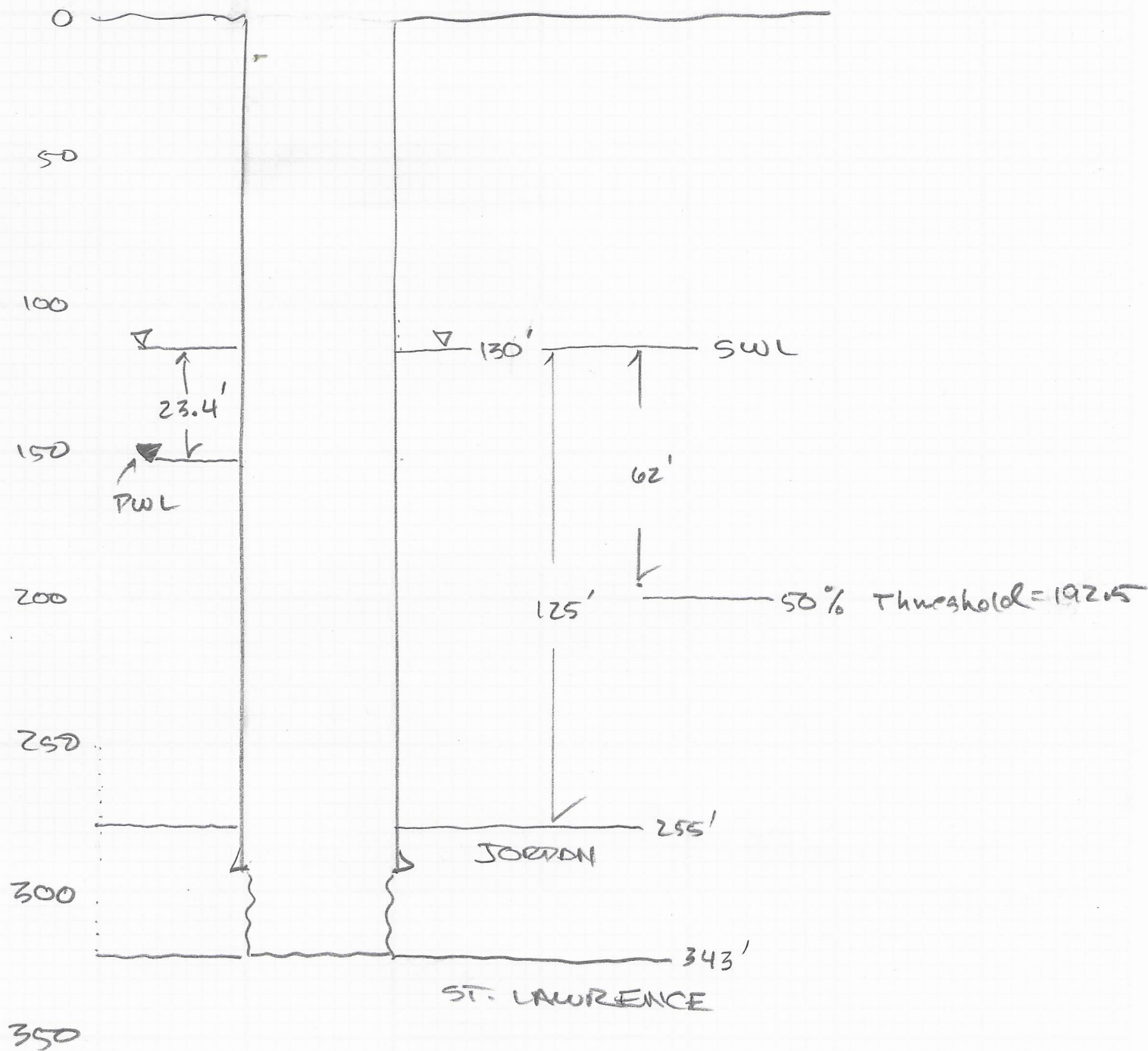
ATTACHMENT 2

LRE NOTES ON TEST WELL 10

TEST WELL No 10 - AQUIFER TEST



TEST WELL NO. 10 JORDAN INTERVAL



SWL = 131.44
PWL = 154.8
Q = 600 gpm
S = 23.4

Q/s = 25.8

Available Drawdown = $25.8 \times 62' =$
to 50% Threshold
1,581 gpm

ATTACHMENT 3

AQUIFER TEST DATA



SUBMITTALS

DATE: 9/1/22

FOR:
CITY OF MINNETRISTA
TEST WELL #10

ENGINEER:
WSB

CONTRACTOR:
TRAUT COMPANIES
32640 COUNTY ROAD 133
ST. JOSEPH, MN 56374
(320)251-5090

SUBMITTED BY:
JOE TRAUT

Email: joet@trautcompanies.com

WELL OR BORING LOCATION
County Name **Hennepin**

MINNESOTA DEPARTMENT OF HEALTH
WELL AND BORING CONSTRUCTION RECORD
Minnesota Statutes, chapter 103I

MINNESOTA UNIQUE WELL
AND BORING NO.

877551

Township Name **Minnetrista** Township No. **117** Range No. **24** Section No. **34** Fraction (sm. → lg.) **SE SE SE**

WELL/BORING DEPTH (completed)

765 ft.

DATE WORK COMPLETED

7-26-22

GPS LOCATION decimal degrees (to four decimal places)

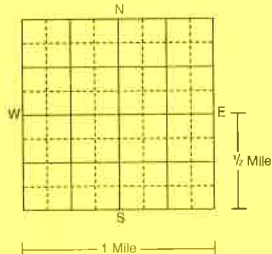
Latitude **44.8921** Longitude **-93.6874**

House Number, Street Name, City, and ZIP Code of Well Location

'NA' State Hwy 7 Minnetrista, MN 55331

Show exact location of well/boring in section grid with "X."

Sketch map of well/boring location. Showing property lines, roads, buildings, and direction.



DRILLING METHOD

☐ Cable Tool
☐ Auger
☐ Other

☐ Driven
☐ Rotary

☒ Dual Rotary
☐ Rotasonic

DRILLING FLUID

water

WELL HYDROFRACTURED? ☐ Yes ☒ No

From _____ ft. To _____ ft.

USE

☐ Domestic
☐ Noncommunity PWS
☐ Community PWS
☐ Elevator

☒ Monitoring
☐ Irrigation
☐ Dewatering

☐ Heating/Cooling
☐ Industry/Commercial
☐ Remedial

CASING MATERIAL

☒ Steel
☐ Plastic

Drive Shoe? ☒ Yes ☐ No
☐ Threaded ☒ Welded

HOLE DIAM.

CASING

Diameter

10 in. To **288** ft.
6 in. To **645** ft.

Weight

Specifications

A53B
A53B

9 7/8 in. To **765** ft.

SCREEN **NA**

Make

Type

Slot/Gauze

Set between

ft. and

ft. FITTINGS

STATIC WATER LEVEL

2013 ft.

☒ Below ☐ Above land surface

Date measured

7-25-22

Dry hole

☐ Yes ☒ No

PUMPING LEVEL (below land surface)

248 ft. after

12 hrs. pumping

340 g.p.m.

WELLHEAD COMPLETION

☐ Pitless/adaptor manufacturer

Model

☐ Casing protection

☒ 12 in. above grade

☐ At-grade

☐ Well House

☐ Hand Pump

GROUT INFORMATION (specify bentonite, cement-sand, neat-cement, concrete, cuttings, or other)

Material **neat cement**

From **0**

To **645** ft.

17 Yds.

☒ Bags

Material

From

To

ft.

☐ Yds. ☐ Bags

Material

From

To

ft.

☐ Yds. ☐ Bags

Driven casing seal

From **0**

To **288**

11 Bags

One bag = 94 lbs. cement or 50 lbs. bentonite

NEAREST KNOWN SOURCE OF CONTAMINATION

Well is **110** feet

South direction from

sewer type

Well disinfected upon completion? ☒ Yes ☐ No

PUMP

☒ Not installed

Date installed

Manufacturer's name

Model Number

HP

Volts

Length of drop pipe

ft.

Capacity

g.p.m.

Type: ☐ Submersible

☐ L.S. Turbine

☐ Reciprocating

☐ Jet ☐

ABANDONED WELLS

Does property have any not in use and not sealed well(s)? ☐ Yes ☒ No

VARIANCE

Was a variance granted from the MDH for this well? ☐ Yes ☒ No TN#

WELL CONTRACTOR CERTIFICATION

This well was drilled under my supervision and in accordance with Minnesota Rules, chapter 4725. The information contained in this report is true to the best of my knowledge.

Traut Companies

1404

Licenses Business Name

Lic. or Reg. No.

Paul

589 8-29-22

Certified Representative Signature

Certified Rep. No.

Date

Kyle Gratke & Hunter Neyens

Name of Driller

GEOLOGICAL MATERIALS	COLOR	HARDNESS OF MATERIAL	FROM	TO
See attached for detailed Log				
Drift			0	255
Jordan			255	343
St. Lawrence			343	383
Tunnel City			383	513
Wornewoc			513	505
Eau Claire			505	639
Mt. Simon			639	765

REMARKS, ELEVATION, SOURCE OF DATA, etc.

Test Well 10

IMPORTANT-FILE WITH PROPERTY
PAPERS-WELL OWNER COPY

877551

UNIQUE #877551

Geological Materials	Color	Hardness of Materials	From	To
CLAY W/ SAND	BROWN	S	0	31
SAND & GRAVEL	BROWN	S	31	35
SAND & GRAVEL W/ CLAY	BROWN	S	35	40
CLAY W/SAND	GRAY	S	40	155
SAND & GRAVEL	MULTI	M	155	185
CLAY W/ SAND	BROWN	M	185	195
SAND & GRAVEL	BROWN	M	195	203
CLAY & SAND	BROWN	M	203	205
CLAY	GRAY	M	205	214
GRAVEL, SAND, CLAY MIX	BROWN	S	214	220
MIXED ROCK	MULTI COLORED	S	220	223
SHALE	WHITE	S	223	227
SS SHALE MIX	BROWN	S	227	240
SS	BLACK	HARD	240	250
SAND	BROWN	S	250	255
SAND STONE	WHITE	S	255	260
SS	BROWN	S	260	265
SS	TAN	S	265	310
SS	TAN W/ BLACK	M	310	315
SS	TAN	M	315	320
SS & SHALE	TAN	M	320	335
SS & SHALE	WHITE	M	335	340
SHALE & SS	BROWN	M	340	356
SHALE & SS	GRAY	M	356	380
SHALE & SS	GRAY	M	380	385
SHALE	GREEN	M	385	390
SHALE W/ SOME SS	TAN/GREEN	M	390	485
SANDSTONE/SHALE MIX	RED	M	485	500
SAND STONE	CREAM	S	500	565
SILT STONE W/ SHALE	CREAMY GREEN	M	565	590
SHALE	RED	M	590	600
SHALE & SILTSTONE	GREEN/TAN	M	600	635
SHALE	BROWN	M	635	639
SHALE & SS	WHITE/GREEN	M	639	645
SS	WHITE	S	645	655
SS & SHALE	WHITE & GREEN	M	655	660
SS	WHITE	S	660	760
SS	WHITE/PINK HINT	S	760	765

JORDAN - STEPPROJECT: MINNETRISTAWell # TEST WELL 10Uniq # 877551Test By: KYLE G.Job # 3014127Meter Reading Beginning: 22551200Meter Reading Ending: 22820850**Well Information:**Transducer set at: - ft. (From Grade)Length of Casing: 288'Length of Screen: NONEHp of Pump: 40Total Well Depth: 358'Model of Pump: 2 STAGE A-MStatic Water Level: 131.50 ft (From Grade)Well Capacity: - GPM @ - PWL - G.P.F.D.D.

Page 1 of 4

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
6/17/2022	6:00	X			135.50		
	6:01	X		250	138.00		
	6:02	X		250	138.45		
	6:03	X		250	138.70		
	6:04	X		250	138.77		
	6:05	X		250	138.92		
	6:10	X		250	139.30		
	6:15	X		250	139.50		
	6:20	X		250	139.65		
	6:25	X		250	139.80		
	6:30	X		250	139.90		
	6:45	X		250	140.15		
	7:00	X		250	140.30		
	7:15	X		250	140.50		
	7:30	X		250	140.55		
	7:45	X		250	140.60		
	8:00	X		300	140.65		
	8:01	X		300			
	8:02	X		300	142.75		
	8:03	X		300	142.80		
	8:04	X		300	142.85		
	8:05	X		300	142.90		
	8:10	X		300	143.00		
	8:15	X		300	143.10		
	8:20	X		300	143.15		

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-5 minute checks

5-1 minute checks

2-30 minute checks

1-per hour as needed

JORDAN - STEPPROJECT: MINNETRISTAWell # TEST WELL 10Uniq # 877551Test By: KYLE G.Job # 3014127Meter Reading Beginning: 22551200Meter Reading Ending: 22820850**Well Information:**Transducer set at: - ft. (From Grade)Length of Casing: 288'Length of Screen: NONEHp of Pump: 40Total Well Depth: 358'Model of Pump: 2 STAGE A-MStatic Water Level: 131.50 ft (From Grade)Well Capacity: - GPM @ - PWL - G.P.F.D.D.

Page 2 of 4

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
6/17/2022	8:25	X		300	143.25		
	8:30	X		300	143.20		
	8:45	X		300	143.40		
	9:00	X		300	143.47		
	9:15	X		300	143.55		
	9:30	X		300	143.60		
	9:45	X		300	143.60		
	10:00	X		350	143.66		
	10:01	X		350	145.20		
	10:02	X		350	145.25		
	10:03	X		350	145.31		
	10:04	X		350	145.26		
	10:05	X		350	145.23		
	10:10	X		350	145.27		
	10:15	X		350	143.30		
	10:20	X		350	145.39		
	10:25	X		350	145.46		
	10:30	X		350	145.45		
	10:45	X		350	145.53		
	11:00	X		350	145.54		
	11:15	X		350	145.55		
	11:30	X		350	145.57		
	11:45	X		350	145.58		
	12:00		X	400	145.61		
	12:01		X	400	147.50		

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-5 minute checks

5-1 minute checks

2-30 minute checks

1-per hour as needed

JORDAN - STEPPROJECT: MINNETRISTAWell # TEST WELL 10Uniq # 877551Test By: KYLE G.Job # 3014127Meter Reading Beginning: 22551200Meter Reading Ending: 22820850**Well Information:**Transducer set at: - ft. (From Grade)Length of Casing: 288'Length of Screen: NONEHp of Pump: 40Total Well Depth: 358'Model of Pump: 2 STAGE A-MStatic Water Level: 131.50 ft (From Grade)Well Capacity: - GPM @ - PWL - G.P.F.D.D.

Page 3 of 4

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
6/17/2022	12:02		X	400	147.62		
	12:03		X	400	147.70		
	12:04		X	400	147.74		
	12:05		X	400	147.76		
	12:10		X	400	147.83		
	12:15		X	400	147.89		
	12:20		X	400	147.90		
	12:25		X	400	147.98		
	12:30		X	400	147.99		
	12:45		X	400	148.06		
	1:00		X	400	148.10		
	1:15		X	400	148.12		
	1:30		X	400	148.10		
	1:45		X	400	148.17		
	2:00		X	500	148.12		
	2:01		X	500	152.50		
	2:02		X	500	152.80		
	2:03		X	500	152.85		
	2:04		X	500	152.96		
	2:05		X	500	153.00		
	2:10		X	500	153.11		
	2:15		X	500	153.19		
	2:30		X	500	153.26		
	2:45		X	500	153.31		
	3:00		X	500	153.31		

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-5 minute checks

5-1 minute checks

2-30 minute checks

1-per hour as needed

JORDAN - STEPPROJECT: MINNETRISTAWell # TEST WELL 10Uniq # 877551Test By: KYLE G.Job # 3014127Meter Reading Beginning: 22551200Meter Reading Ending: 22820850**Well Information:**Transducer set at: - ft. (From Grade)Length of Casing: 288'Length of Screen: NONEHp of Pump: 40Total Well Depth: 358'Model of Pump: 2 STAGE A-MStatic Water Level: 131.50 ft (From Grade)Well Capacity: - GPM @ - PWL - G.P.F.D.D.

Page 4 of 4

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
6/17/2022	3:15		X	500	153.25		
	3:30		X	500	153.20		
	3:45		X	500	153.20	1 1/4 cir	
	4:00		X	600	153.18		
	4:01		X	600	155.21		
	4:02		X	600	155.61		
	4:03		X	600	155.76		
	4:05		X	600	155.79		
	4:10		X	600	155.83		
	4:15		X	600	155.83		
	4:20		X	600	155.87		
	4:25		X	600	155.86		
	4:30		X	600	155.85		
	4:45		X	600	155.85		
	5:00		X	600	155.75	2" cir	
	5:15		X	600	155.71		
	5:30		X	SHUT DOWN	155.68		
	5:31		X		141.20		
	5:32		X		140.30		
	5:33		X		139.25		
	5:34		X		138.82		
	5:35		X		138.30		
	5:40		X		138.81		
	5:45		X		136.00		
	6:00		X		134.79		

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-5 minute checks

5-1 minute checks

2-30 minute checks

1-per hour as needed

JORDAN - 12 HR. CONSTANT RATEPROJECT: MINNETRISTAWell # TEST WELL 10Uniq # 877551Test By: KYLE G.Job # 3014127Meter Reading Beginning: 22820850Meter Reading Ending: 23116600**Well Information:**Transducer set at: - ft. (From Grade)Length of Casing: 288'Length of Screen: NAHp of Pump: 40Total Well Depth: 357'Model of Pump: 2 STAGE AMStatic Water Level: 131.44 ft (From Grade)Well Capacity: 600 GPM @ 154.8 PWL 25.6 G.P.F.D.D.

Page 1 of 2

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
6/20/2022	6:00	X		600			
	6:01	X					
	6:02	X			146.49		
	6:03	X			148.81		
	6:04	X			149.14		
	6:05	X			149.60		
	6:10	X			150.40		
	6:15	X			150.95		
	6:20	X			151.59		
	6:25	X			151.64		
	6:30	X			152.59		
	6:45	X			153.30		
	7:00	X			153.71		
	7:15	X			154.02		
	7:30	X			154.16		
	7:45	X			154.35		
	8:00	X			154.49		
	8:30	X			154.64		
	9:00	X			154.77		
	9:30	X			154.72		
	10:00	X			154.81		
	10:30	X			154.84		
	11:00	X			154.81		
	11:30	X			154.79		
	12:00		X				

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-5 minute checks

5-1 minute checks

2-30 minute checks

1-per hour as needed

PROJECT:	<u>MINNETRISTA</u>	Well #	<u>TEST WELL 10</u>	Uniq #	<u>877551</u>
Test By:	<u>KYLE G.</u>			Job #	<u>3014127</u>

Meter Reading Ending: 23116600

Transducer set at: - ft. (From Grade)

Well Capacity:	600	GPM @	154.8	PWL	25.6	G.P.F.D.D.
----------------	-----	-------	-------	-----	------	------------

Model of Pump: 2 STAGE AM

NOTE: On RECOVERY need: 5-5 minute checks 5-1 minute checks 2-30 minute checks 1-per hour as needed

TUNNEL CITY - STEP TEST

PROJECT: MINNETRISTA

Well # TEST WELL 10

Uniq # 877551

Test By: KYLE G.

Job # 3014127

Meter Reading Beginning: 23116600

Meter Reading Ending: 23233500

Well Information:

Transducer set at: 395.00 ft. (From Grade)

Length of Casing: PACKER AT 430'

Length of Screen: NA

Hp of Pump: 40

Total Well Depth: 600'

Model of Pump: 300S400

Static Water Level: 187.60 ft (From Grade)

Well Capacity: - GPM @ - PWL - G.P.F.D.D.

Page 1 of 4

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
6/30/2022	7:00	X		50	187.60		
	7:01	X		50	206.89		
	7:02	X		50	206.70		
	7:03	X		50	206.41		
	7:04	X		50	206.34		
	7:05	X		50	206.47		
	7:10	X		50	207.07		
	7:15	X		50			
	7:25	X		50	207.65		
	7:30	X		50	207.12		
	7:45	X		50	206.93		
	8:00	X		50	207.82		
	8:30	X		50	206.90		
	9:00	X		100	207.46		
	9:01	X		100	224.10		
	9:02	X		100	224.65		
	9:03	X		100	224.94		
	9:04	X		100	225.30		
	9:05	X		100	225.35		
	9:10	X		100	225.94		
	9:20	X		100	226.35		
	9:30	X		100	227.00		
	10:00	X		100	227.65		
	10:30	X		100	228.30		
	11:00	X		150	228.55		

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-5 minute checks

5-1 minute checks

2-30 minute checks

1-per hour as needed

TUNNEL CITY - STEP TESTPROJECT: MINNETRISTAWell # TEST WELL 10Uniq # 877551Test By: KYLE G.Job # 3014127Meter Reading Beginning: 23116600Meter Reading Ending: 23233500**Well Information:**Transducer set at: 395.00 ft. (From Grade)Length of Casing: PACKER AT 430'Length of Screen: NAHp of Pump: 40Total Well Depth: 600'Model of Pump: 300S400Static Water Level: 187.60 ft (From Grade)Well Capacity: - GPM @ - PWL - G.P.F.D.D.

Page 2 of 4

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
6/30/2022	11:01	X		150	240.80		
	11:02	X		150	241.25		
	11:03	X		150	241.65		
	11:04	X		150	241.90		
	11:05	X		150	242.09		
	11:10	X		150	242.65		
	11:20	X		150	243.19		
	11:30	X		150	243.51		
	12:00		X	150	244.19		
	12:30		X	150	244.60		
	1:00		X	200	244.90		
	1:01		X	200	258.27		
	1:02		X	200	258.97		
	1:03		X	200	259.13		
	1:04		X	200	259.41		
	1:05		X	200	259.66		
	1:10		X	200	260.42		
	1:20		X	200	261.23		
	1:30		X	200	261.28		
	2:00		X	200	262.01		
	2:30		X	200	261.98		
	3:00		X	200	262.34		
	3:01		X	200			
	3:02		X	250	280.00		
	3:03		X		282.20		

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-5 minute checks

5-1 minute checks

2-30 minute checks

1-per hour as needed

TUNNEL CITY - STEP TEST

PROJECT: MINNETRISTA Well # TEST WELL 10 Uniq # 877551
Test By: KYLE G. Job # 3014127

Meter Reading Beginning: 23116600

Meter Reading Ending: 23233500

Well Information:

Transducer set at: 395.00 ft. (From Grade)

Length of Casing: PACKER AT 430'

Length of Screen: NA Hp of Pump: 40

Total Well Depth: 600' Model of Pump: 300S400

Static Water Level: 187.60 ft (From Grade)

Well Capacity: - GPM @ - PWL - G.P.F.D.D.

Page 3 of 4

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
6/30/2022	3:04		X	250	280.35		
	3:05		X	250	280.43		
	3:10		X	250	280.23		
	3:20		X	250	280.72		
	3:30		X	250	281.15		
	4:00		X	250	281.86		
	4:30		X	250	282.53		
	5:00		X	300	282.68		
	5:01		X	300	300.00		COULD NOT GET MANUAL READINGS
	5:02		X	300	300.00		PAST 300 FEET
	5:03		X	300	300.00		
	5:04		X	300	300.00		
	5:05		X	300	300.00		
	5:10		X	300	300.00		
	5:20		X	300	300.00		
	5:30		X	300	300.00		
	6:00		X	300	300.00		
	6:30		X	300	300.00		
	7:00		X	0	302.99		
	7:01		X	0	218.27		
	7:02		X	0	212.07		
	7:03		X	0	217.50		
	7:04		X	0	215.35		
	7:05		X	0	214.16		
	7:10		X	0	210.32		

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-5 minute checks 5-1 minute checks 2-30 minute checks 1-per hour as needed

TUNNEL CITY - STEP TEST

PROJECT: MINNETRISTA

Well # **TEST WELL 10**

Uniq # 877551

Test By: KYLE G.

Job # 3014127

Meter Reading Beginning: 23116600

Meter Reading Ending: 23233500

Well Information:

Transducer set at: 395.00 ft. (From Grade)

Length of Casing: PACKER AT 430'

Length of Screen: NA Hp of Pump: 40

Total Well Depth: 600' Model of Pump: 300S400

Static Water Level: 187.60 ft (From Grade)

Well Capacity: - GPM @ - PWL - G.P.F.D.D.

Page 4 of 4

[illegible]

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-5 minute checks

5-1 minute checks

2-30 minute checks

1-per hour as needed

TUNNEL CITY - CONSTANT RATEPROJECT: MINNETRISTAWell # TEST WELL 10Uniq # 877551Test By: KYLE G.Job # 3014127Meter Reading Beginning: 23233500Meter Reading Ending: -**Well Information:**Transducer set at: 395.00 ft. (From Grade)Length of Casing: PACKER @ 430'Length of Screen: - Hp of Pump: 40Total Well Depth: 600 Model of Pump: 300S400Static Water Level: 192.24 ft (From Grade)Well Capacity: 300 GPM @ 309.41 PWL 2.56 G.P.F.D.D.

Page 1 of 2

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
7/1/2022	6:30	X		300			
	6:31	X		300	276.15		
	6:32	X		300	279.10		
	6:33	X		300	281.20		
	6:34	X		300	283.23		
	6:35	X		300	283.59		
	6:40	X		300	293.61		
	6:45	X		300	294.86		
	7:00	X		300	298.40		
	8:00	X		300	301.76		
	9:00	X		300	303.96		
	10:00	X		300	305.18		
	11:00	X		300	305.16		
	12:00		X	300	306.57		
	1:00		X	300			
	2:00		X	300	307.63		
	3:00		X	300	308.14		
	4:00		X	300	308.42		
	5:00		X	300	309.11		
	6:00		X	300	309.20	0	
	6:30		X	0	309.41		
	6:31		X	0	218.76		
	6:32		X	0	222.83		
	6:33		X	0	221.43		
	6:34		X	0	219.25		

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-5 minute checks

5-1 minute checks

2-30 minute checks

1-per hour as needed

TUNNEL CITY - CONSTANT RATE

PROJECT: MINNETRISTA

Well # **TEST WELL 10**

Uniq # 877551

Test By: KYLE G.

Job # 3014127

Meter Reading Beginning: 23233500

Meter Reading Ending: _____

Transducer set at: 395.00 ft. (From Grade)

Well Information:

Length of Casing: PACKER @ 430'

Length of Screen: - Hp of Pump: 40

Total Well Depth: 600 Model of Pump: 300S400

Static Water Level: 192.24 ft (From Grade)

Well Capacity: 300 GPM @ 309.41 PWL 2.56 G.P.F.D.D.

Page 2 of 2

[illegible]

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-5 minute checks

5-1 minute checks

2-30 minute checks

1-per hour as needed

MT. SIMON STEP TESTPROJECT: MINNETRISTAWell # TEST WELL 10Uniq # 877551Test By: BRENT M.Job # 3014127Meter Reading Beginning: 24096300Meter Reading Ending: 24253400**Well Information:**Transducer set at: 315' ft. (From Grade)Length of Casing: 645'Length of Screen: NAHp of Pump: 40Total Well Depth: 765'Model of Pump: -Static Water Level: 204.00 ft (From Grade)Well Capacity: - GPM @ - PWL - G.P.F.D.D.

Page 1 of 3

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
8/3/2022	7:08	X		100			START UP
	7:11	X					CLOUDY TAN
	7:26	X				2" CIRCLE	
	7:40	X		80		1 1/2" CIRCLE	CLOUDY TAN
	7:41	X		100			ADJUST VALVE TO 100 GPM
	8:04	X		100		1 1/8" CIRCLE	CLOUDY, WHITE SAND
	8:15	X		100		1" CIRCLE	CLEARER, WHITE SAND
	8:34	X		100	217.84		
	8:45	X			218.15		
	8:53	X			217.90	7/8" CIRCLE	
	8:55	X		150			OPEN VALVE TO 150, 41 PSI, 46 HZ
	9:00	X		150	222.78		
	9:01	X		150	222.70		
	9:14	X		150	223.15	1 1/2" CIRCLE	
	9:30	X		150	223.17	1 1/2" CIRCLE	
	10:30	X		150	223.20	1" CIRCLE	ALMOST CLEAR, WHITE SAND
	10:43	X		150	223.67		
	10:50	X		150	223.56		
	10:57	X		200			
	10:53	X		200	228.00		
	10:56	X		200	227.97		
	10:57	X		200	228.25	1 1/8"	ALMOST CLEAR, WHITE SAND
	11:00	X		200	228.67		
	11:10	X		200	229.65		
	11:20	X		200	229.09		

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-5 minute checks

5-1 minute checks

2-30 minute checks

1-per hour as needed

MT. SIMON STEP TESTPROJECT: MINNETRISTAWell # TEST WELL 10Uniq # 877551Test By: BRENT M.Job # 3014127Meter Reading Beginning: 24096300Meter Reading Ending: 24253400**Well Information:**Transducer set at: 315' ft. (From Grade)Length of Casing: 645'Length of Screen: NAHp of Pump: 40Total Well Depth: 765'Model of Pump: -Static Water Level: 204.00 ft (From Grade)Well Capacity: - GPM @ - PWL - G.P.F.D.D.

Page 2 of 3

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
8/3/2022	11:30	X		200	228.93	1 1/8" CIRCLE	
	11:40	X		200	228.89		
	11:50	X		200	228.95		
	12:00		X	200	229.01	1 1/8"/ g	
	12:10		X	200	228.85		
	12:20		X	200	228.98		
	12:30		X	200	228.85		
	12:50		X	250			SPEED UP GENERATOR TO 49 HZ, ADJUST VALVE
	1:00		X		237.58		
	1:05		X	266	237.95		
	1:30		X		237.98		ADJUST VALVE
	1:45		X	266	237.85		
	2:30		X	266	237.93		
	2:45		X	266	238.13		
	2:55		X	300			
	3:00		X		240.19		
	3:05		X	281	240.29		
	3:15		X	300	242.64	7/8"/g	ADJUST VALVE & HZ
	3:45		X	300	242.58		
	4:00		X	600	242.65	1"/g	
	4:15		X	300	243.07		
	4:45		X		243.13		
	4:50		X	350			
	5:00		X	350	246.90	1 1/2"/g	CLOUDY
	5:15		X	350	246.45	1 1/4"/g	A LITTLE CLOUD, WHITE SAND

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-5 minute checks

5-1 minute checks

2-30 minute checks

1-per hour as needed

MT. SIMON STEP TEST

PROJECT: MINNETRISTA

Well # **TEST WELL 10**

Uniq # 877551

Test By: BRENT M.

Job # 3014127

Meter Reading Beginning: 24096300

Meter Reading Ending: 24253400

Well Information:

Transducer set at: 315' ft. (From Grade)

Length of Casing: 645'

Length of Screen: NA

Hp of Pump: 40

Total Well Depth: 765'

Model of Pump:

Static Water Level: 204.00 ft (From Grade)

Well Capacity: - GPM @ - PWL - G.P.F.D.D.

Page 3 of 3

[illegible]

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-5 minute checks

5-1 minute checks

2-30 minute checks

1-per hour as needed

MT. SIMON CONSTANT RATE TESTPROJECT: MINNETRISTAWell # TEST WELL 10Uniq # 877551Test By: BRENT M.Job # 3014127Meter Reading Beginning: 24253400Meter Reading Ending: 24498500**Well Information:**Transducer set at: 315' ft. (From Grade)Length of Casing: 645Length of Screen: NAHp of Pump: 40Total Well Depth: 765'Model of Pump: CAST 2-STAGE AMERICAN MARSHStatic Water Level: 204.00 ft (From Grade)Well Capacity: 340 GPM @ 247.9 PWL 7.74 G.P.F.D.D.

Page 1 of 2

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
8/4/2022	6:50	X		-			
	7:07	X		350			START UP
	7:09	X			236.40	1/2" /g	
	7:13	X		325			UP TO 50 HZ
	7:17	X		350		1 3/4" /g	
	7:20	X		350	242.69		
	7:30	X		350	243.26		
	7:40	X		350	243.83		
	7:50	X		350	244.15		
	8:00	X		350	244.72		
	8:10	X		350	244.62		
	8:30	X		350	245.01	1 1/4" /g	CLEAR, WHITE SAND
	9:00	X		350	245.58		
	9:30	X		350	245.89	1"	
	10:00	X		344	246.12	7/8"	WHITE SAND, CLEAR WATER, RECALCULATED GPM @ 344
	10:30	X		344	246.35	7/8"	
	11:00	X		344	246.88		
	11:30	X		344	247.13		
	12:00		X	344	247.02		
	12:30		X	344	247.23	7/8"	
	1:00		X	344	247.43		
	1:30		X	344	247.70	7/8"	
	2:00		X	344	247.90	3/4"	
	4:00		X	343	248.16		
	4:30		X	343	247.09	5/8"	

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-5 minute checks

5-1 minute checks

2-30 minute checks

1-per hour as needed

MT. SIMON CONSTANT RATE TEST

PROJECT: MINNETRISTA

Well # TEST WELL 10

Uniq # 877551

Test By: BRENT M.

Job # 3014127

Meter Reading Beginning: 24253400

Meter Reading Ending: 24498500

Well Information:

Transducer set at: 315' ft. (From Grade)

Length of Casing: 645

Length of Screen: NA

Hp of Pump: 40

Total Well Depth: 765'

Model of Pump: CAST 2-STAGE AMERICAN MARSH

Static Water Level: 204.00 ft (From Grade)

Well Capacity: 340 GPM @ 247.9 PWL 7.74 G.P.F.D.D.

Page 2 of 2

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
8/4/2022	5:00		X	343	247.60	5/8" /g	CLEAR WATER
	5:30		X	343	247.81	5/8" /g	
	6:00		X	343	247.68	5/8" /g	
	6:30		X	343	247.80	5/8" /g	
	7:00		X	343	247.61	5/8" /g	
	7:06		X				SHUT DOWN, COOL DOWN
	7:07		X		211.96		
	7:08		X		215.69		RECOVERY
	7:09		X		215.30		
	7:10		X		214.82		
	7:15		X		213.32		
	7:20		X		212.67		
8/5/2022	9:00	X			207.90		96.4% RECOVERED, PULLED TRANSDUCER
							AND PULLED PUMP

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-5 minute checks 5-1 minute checks 2-30 minute checks 1-per hour as needed



32640 Co Rd 133, St. Joseph, MN 56374
PO Box 547 Waite Park, MN 56387

(320) 251-5090
(800) 728-5091

www.trautcompanies.com

Project Name: Minnetrista Test Well 10 (Mt. Simon)

Owner Name: City of Minnetrista

Street Address: 6800-7000 County Road 7

City: Minnetrista

County: Hennepin

Coordinates: 44.89207, -93.68750

State: Minnesota

Township Name: Minnetrista

Township #: 117

Range: 24

Section: 34

Qtr Sec.: SE, SE, SE

Unique Well #: 877551

Cutting Set #: 6035

File: Minnetrista Test Well 10 Summary

Logger: Travis Traut

Drilling Company: Traut Companies

Engineering Firm: WSB

Logging Tool: Mount Sopris 40LGR - Gamma + SP + SPR

Driller(s): Kyle G, Hunter N

Engineer: Ray Theiler

Lithology: MGS

Depth Drilled: 765'

Depth Reference: Grade

Reported Depth: 765'

Elevation: 1012'

Depth Logged: 765'

Stickup: 3'

Casing Size

From

To

Comments

10"

0'

282'

Steel Casing

Open Hole

282'

765'

Open Hole

Drilling Method: Dual Rotary

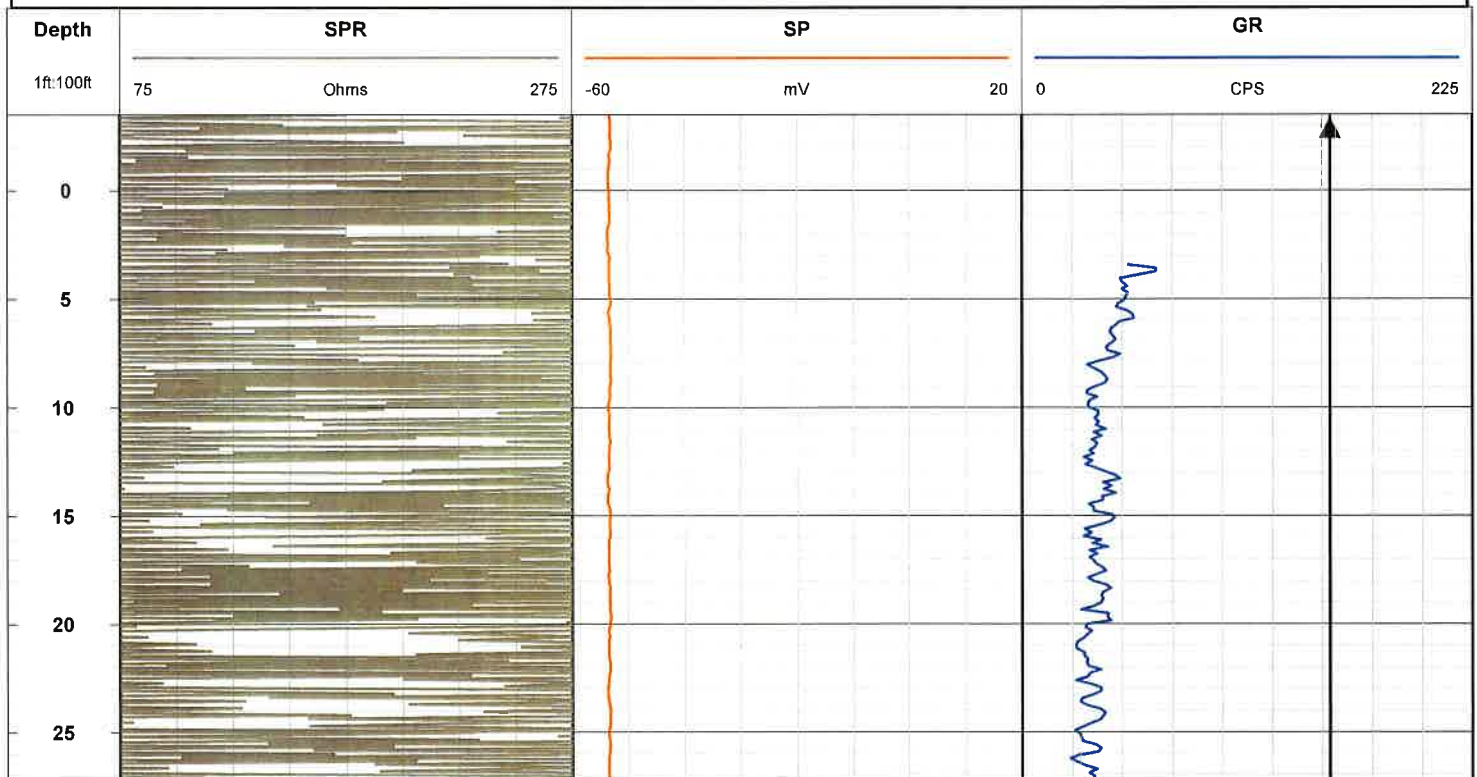
Date Drilled: In Process

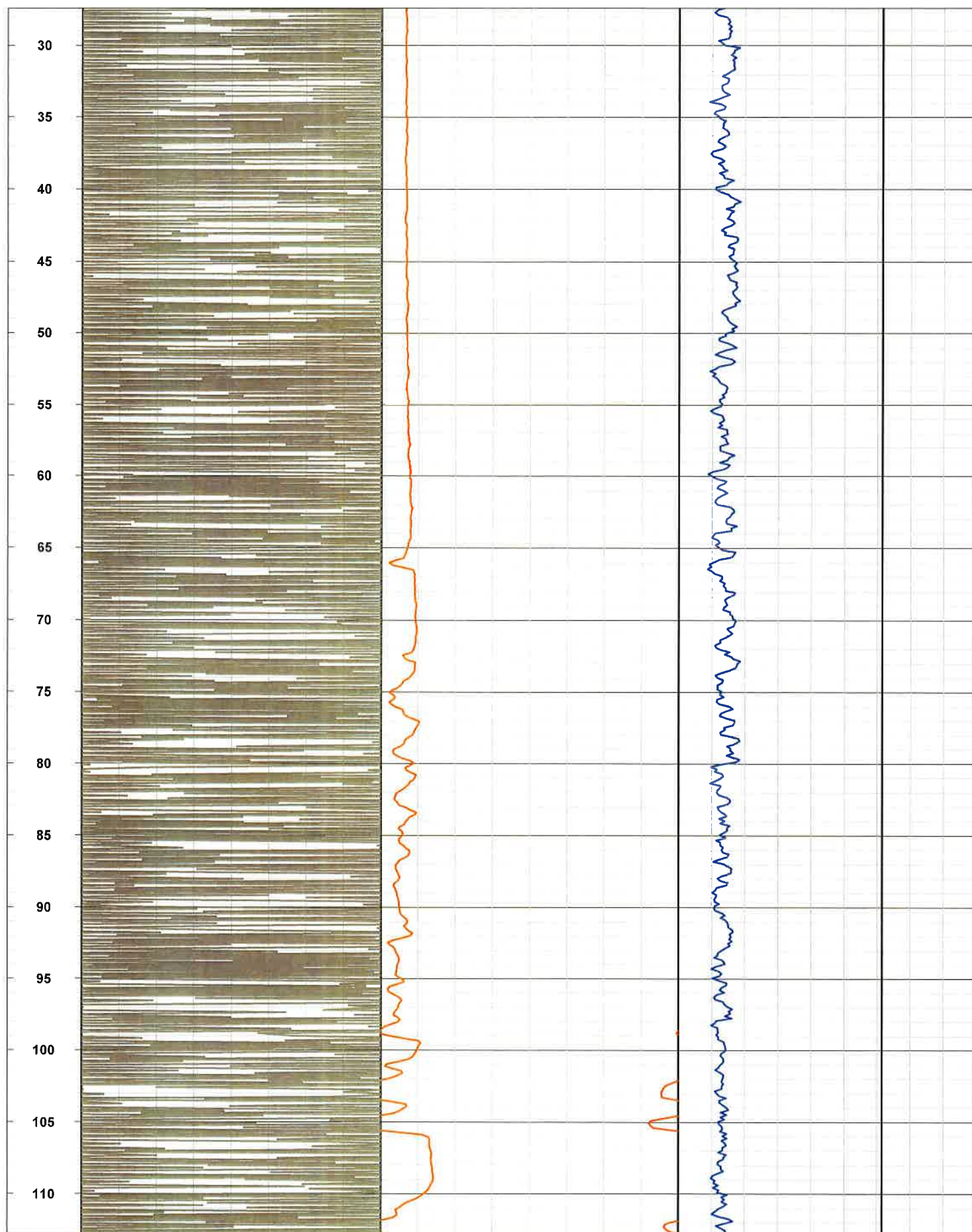
Static Water Level: 132'

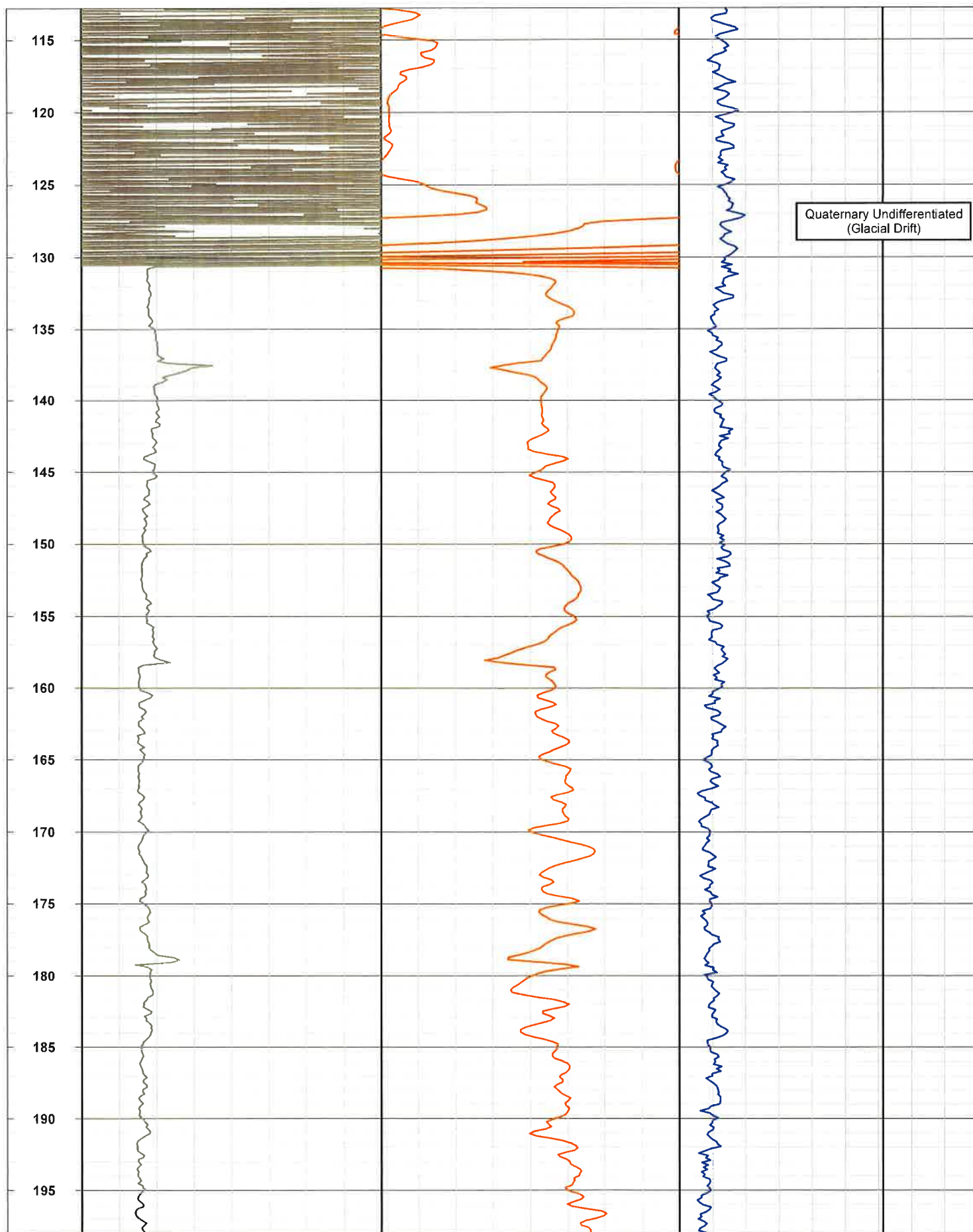
Mud Type: Water

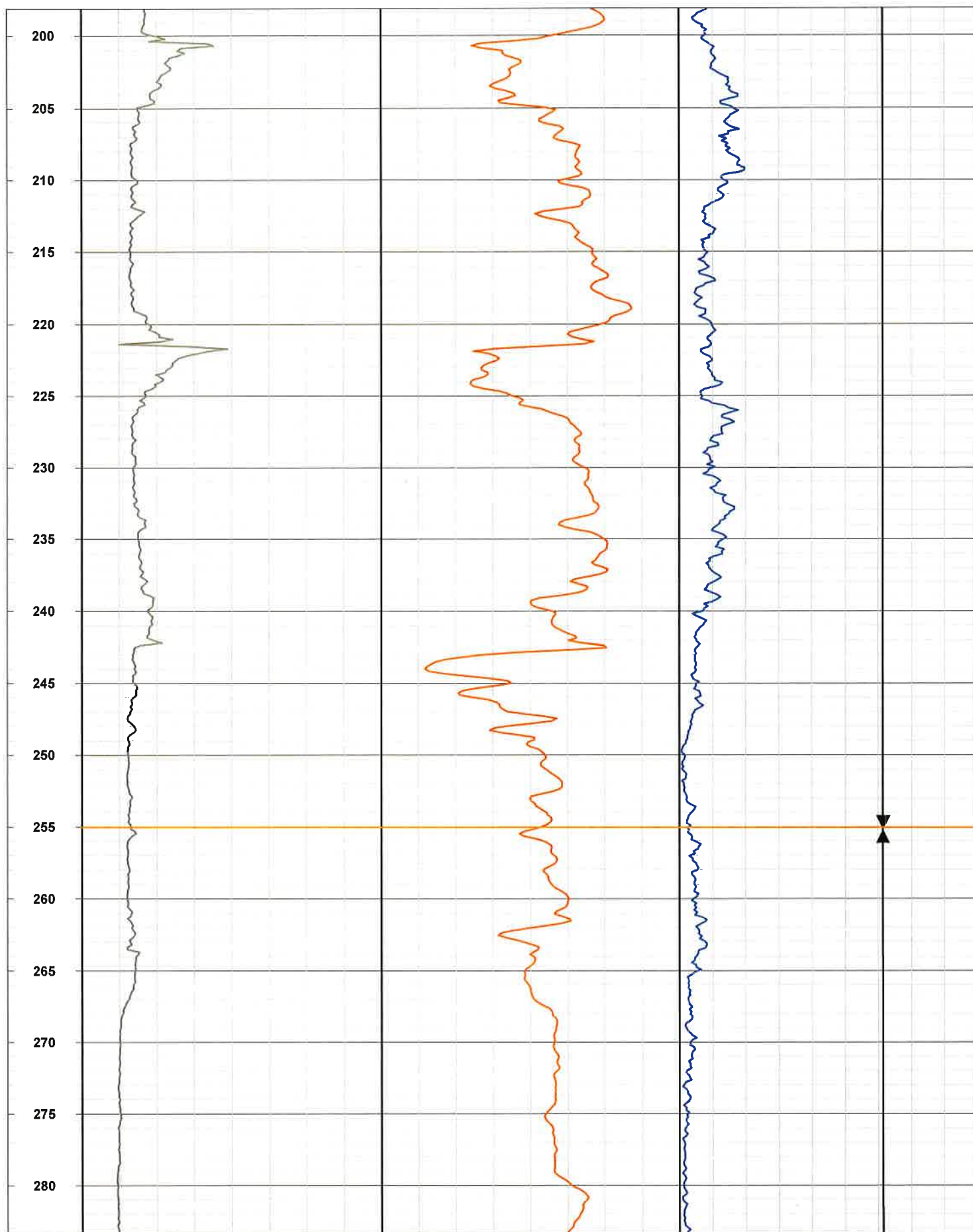
Hole Medium: Water

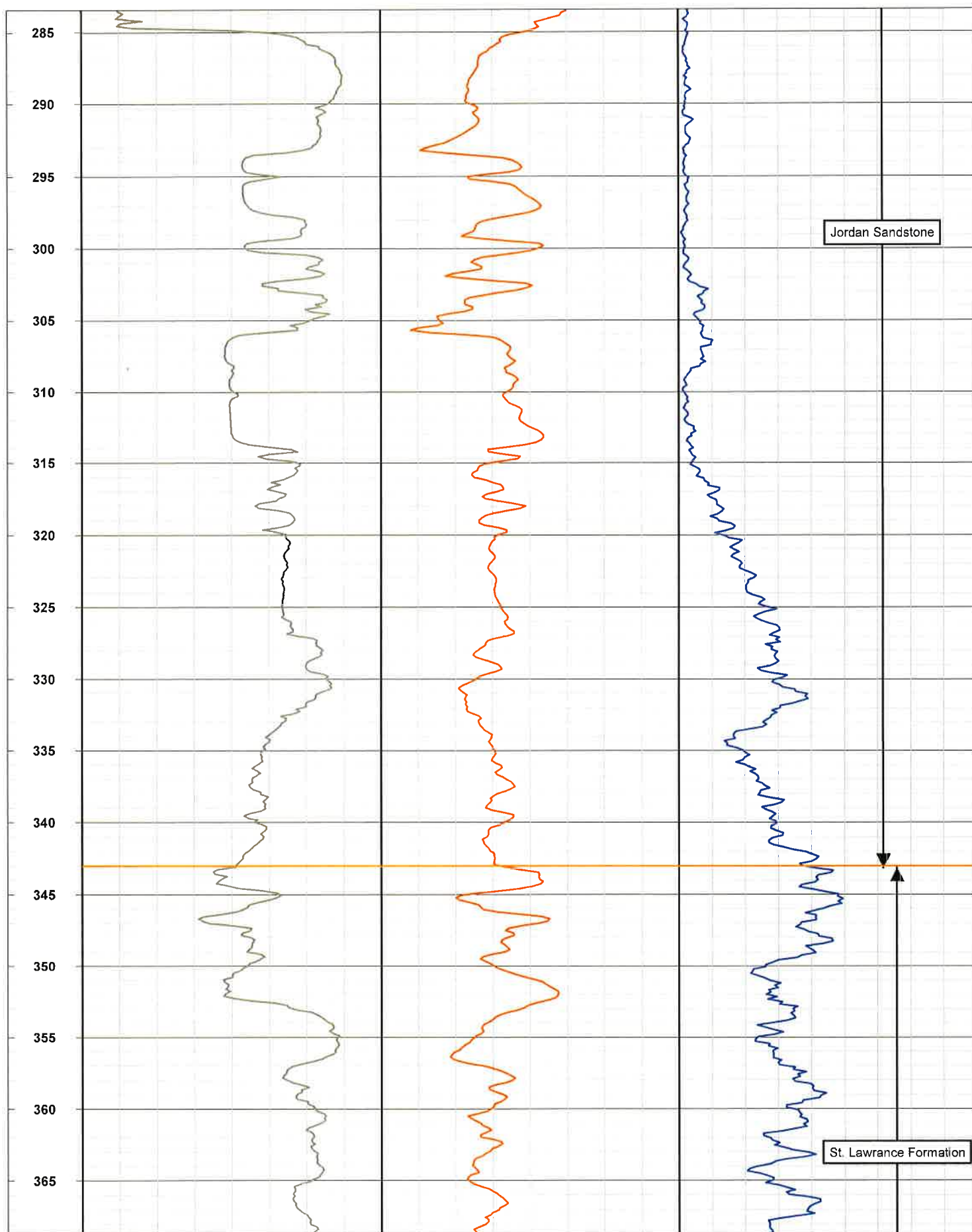
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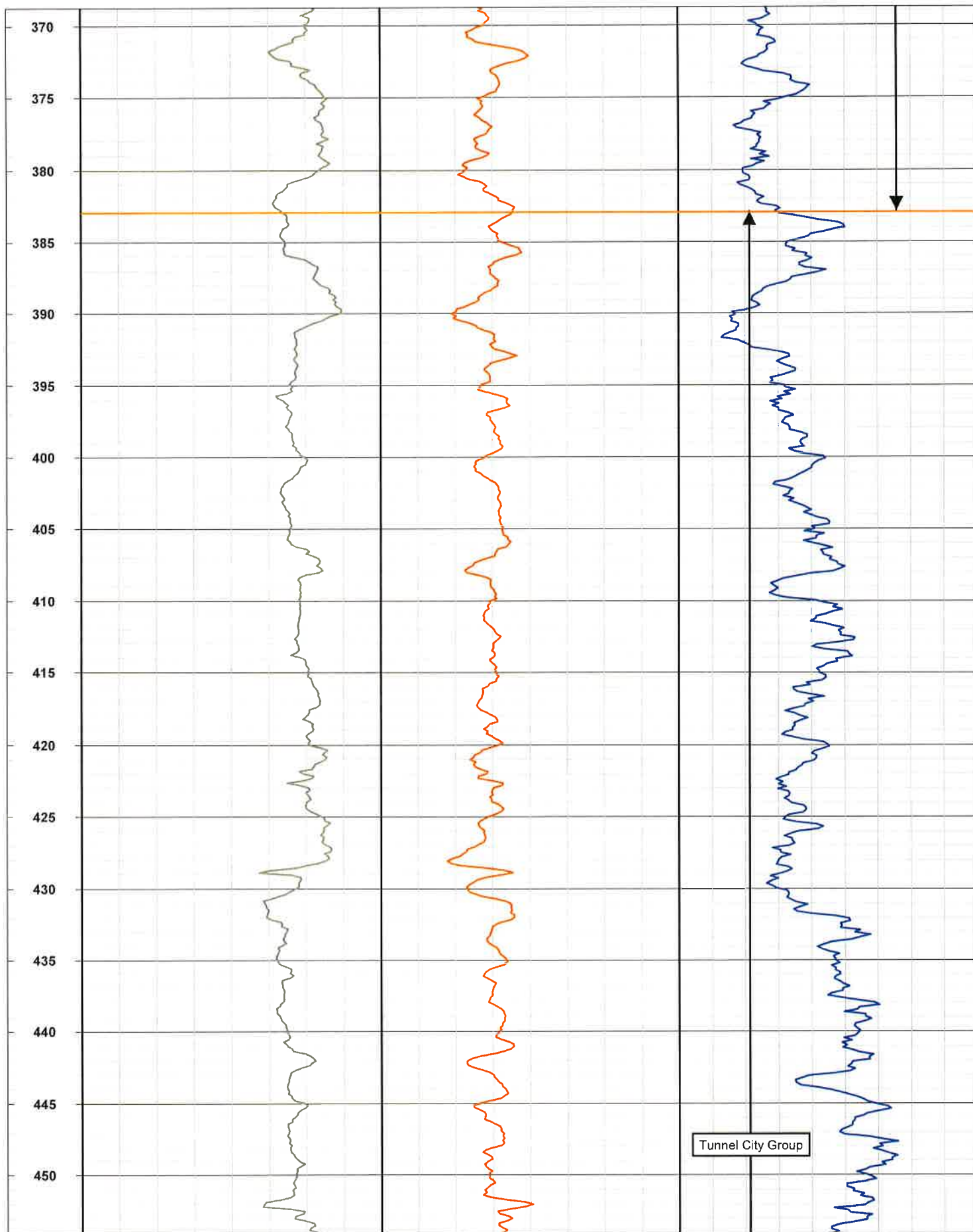


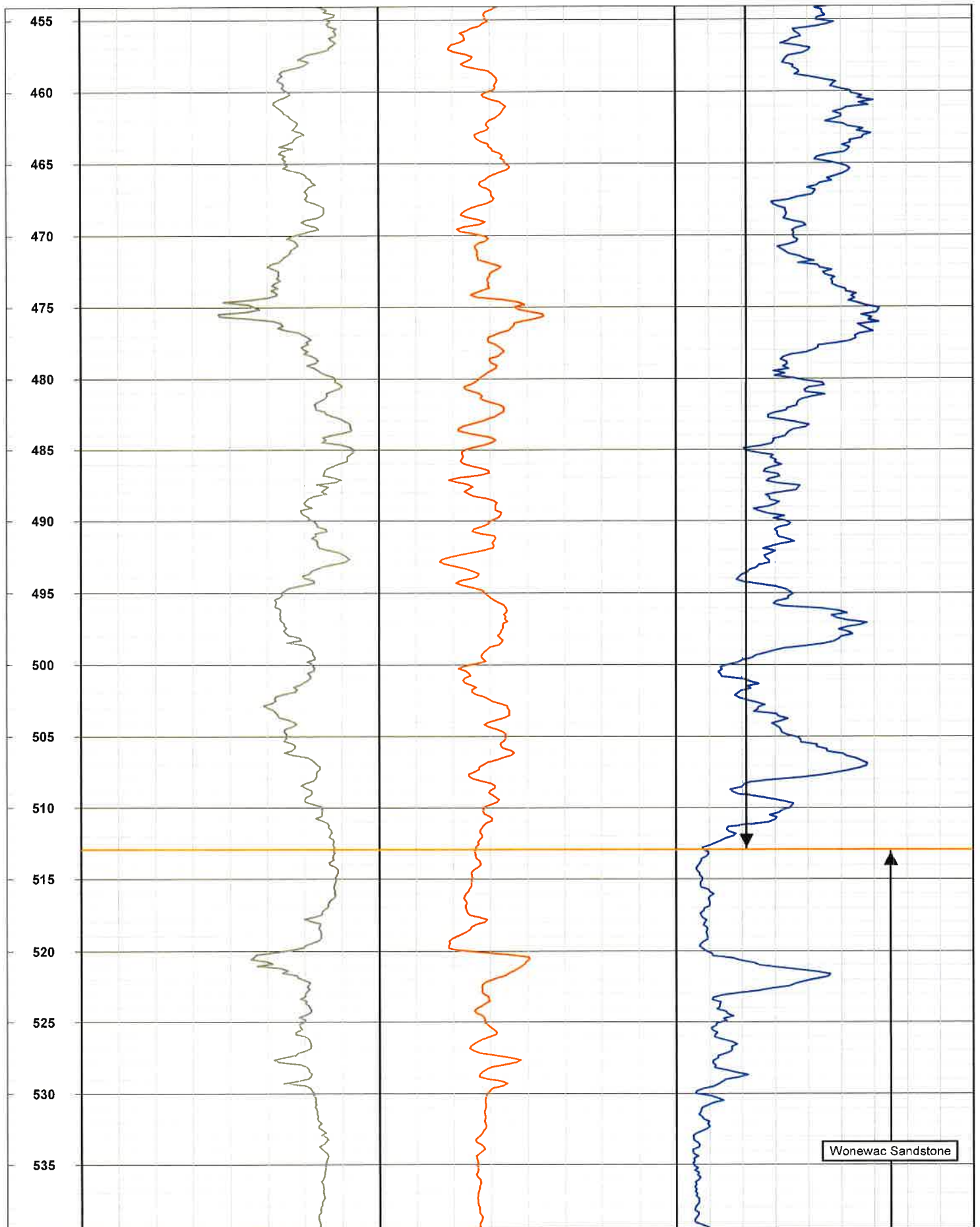


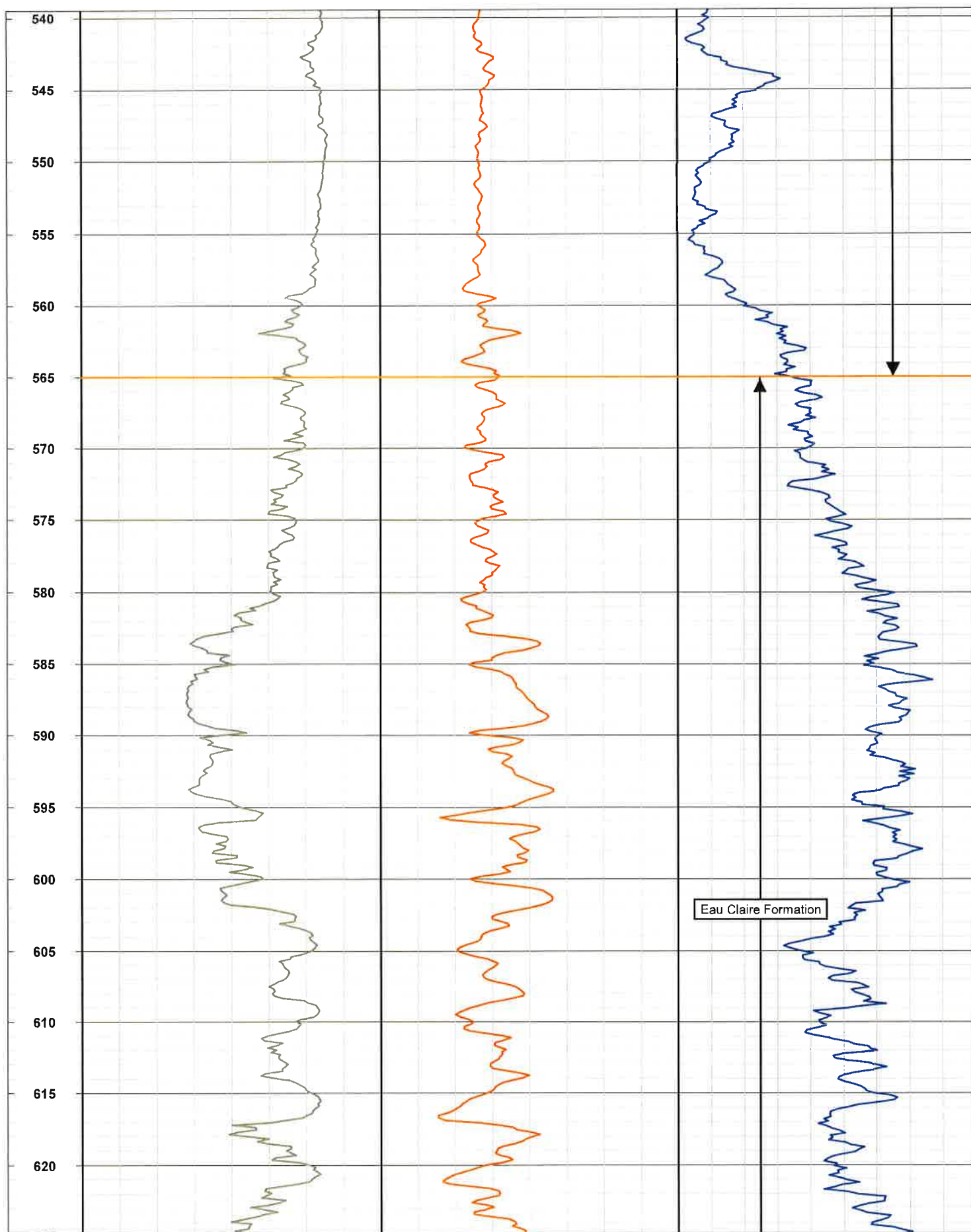


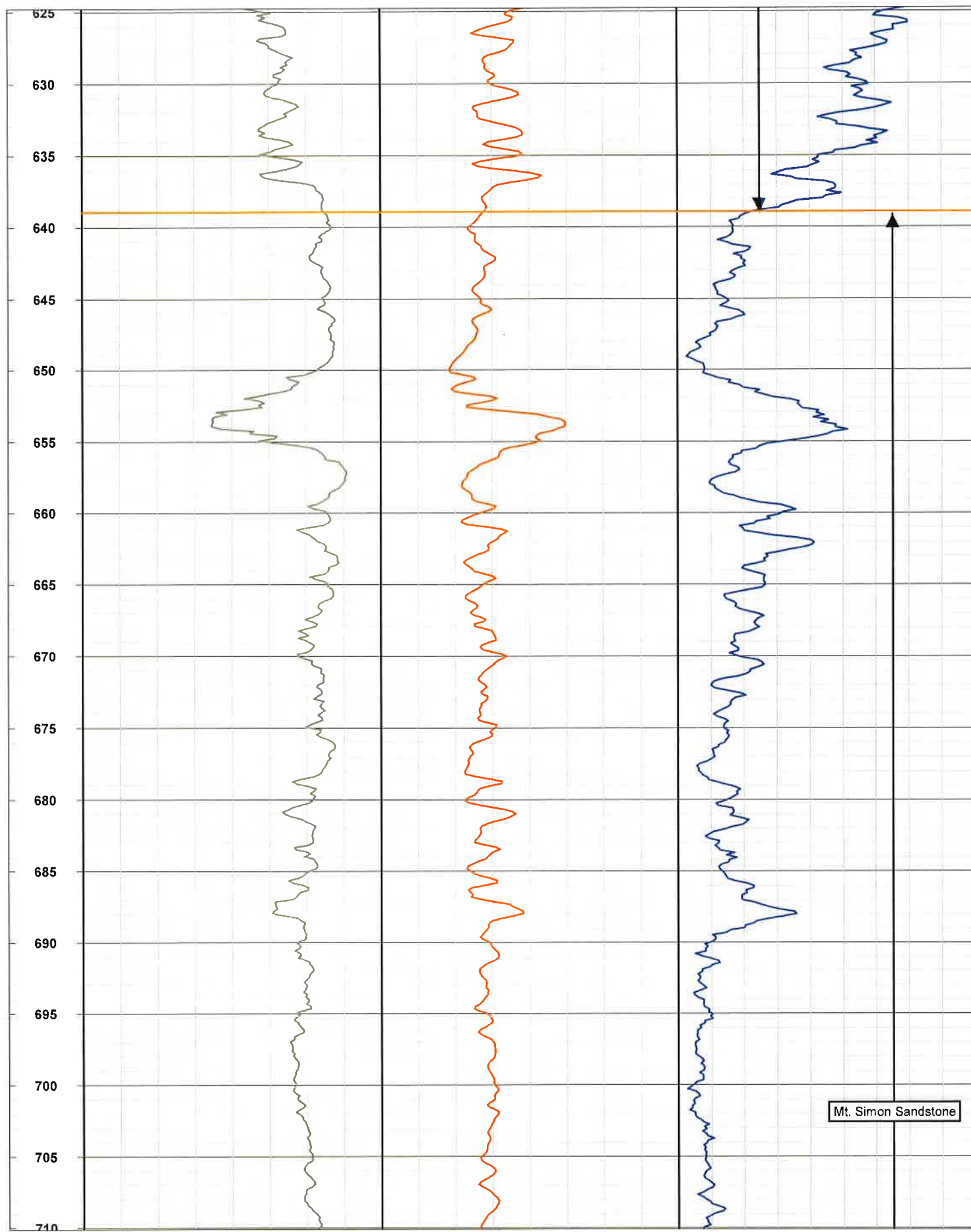


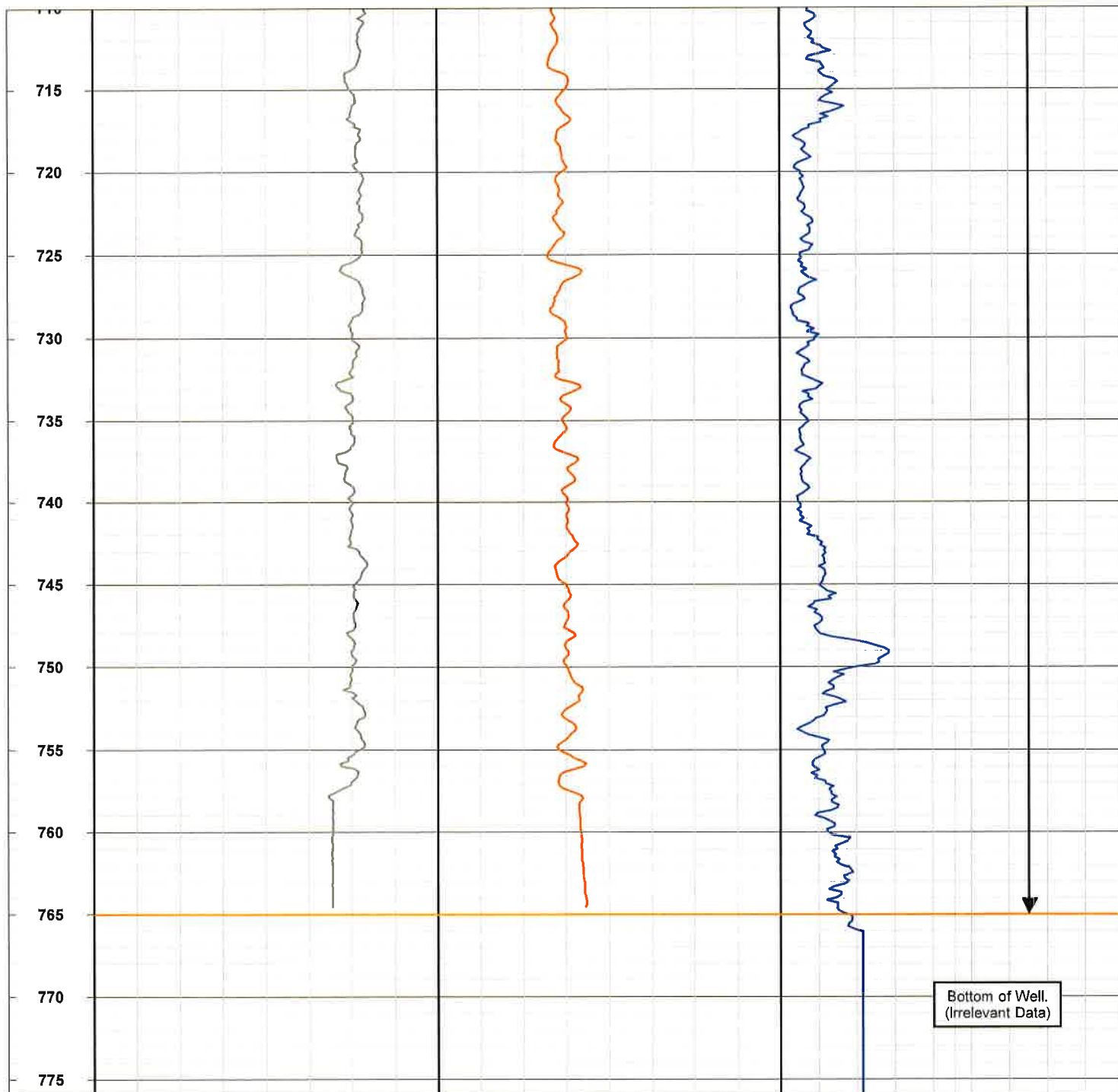












STEP TEST

PROJECT: CITY OF MINNETRISTA Well # 6 Uniq # 818310
 Test By: DON SILVERS Job # 3011468
 Meter Reading Beginning: 66752800
 Meter Reading Ending: 67180000

Well Information:Transducer set at: 410 ft. (From Grade)Length of Casing: 425Length of OPEN: 168Hp of Pump: 150Total Well Depth: 593Model of Pump: 9CCStatic Water Level: 176.30 ft (From Grade)Well Capacity: 650 GPM @ 390.3 PWL 3.03 G.P.F.D.D.

Page 1 of 2

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
8/16/2016	8:04	X		500			Start Up #6
	8:06	X		250	232.40	1"	Cloudy
	8:10	X		175	231.15	3/4"	Cloudy
	8:20	X			228.34	1/2"	Cloudy
	8:30	X			227.70	3/8"	Clear
	8:43	X			226.10	1/16"	10-sec shut down-bad-shut off valve on sand meter
	8:58	X			225.15	1/16"	Clear
	9:12	X			225.35	1/16"	Clear
	9:45	X			226.25	1/16"	Clear
	10:10	X			227.10	1/16"	Clear
	10:25	X			227.48	1/16"	Clear
	10:45	X			228.15	1/16"	Clear
	11:22	X			228.90	1/16"	.05 ml of sand in tester vial for 175 gpm test
	12:00		X		229.62	1/16"	
	12:04		X	375			Clear
	12:08		X		254.1	1/8"	
	12:15		X		263.3	1/8"	
	12:40		X		268.25	1/8"	
	1:40		X		273.92	1/8"	
	2:20		X		275.65	1/8"	
	3:00		X		277.15	1/16"	
	3:45		X		278.53	1/16"	
	4:00		X		279.05	1/16"	.35 ml of sand in tester vial for 375 gpm test

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-1 minute checks
5-5 minute checks

2-30 minute checks
1-per hour as needed

NOTES:

STEP TESTPROJECT: CITY OF MINNETRISTA Well # 6 Uniq # 818310Test By: DON SILVERS Job # 3011468Meter Reading Beginning: 66752800Meter Reading Ending: 67180000**Well Information:**Transducer set at: 410 ft. (From Grade)Length of Casing: 425Length of OPEN: 168Total Well Depth: 593Hp of Pump: 150Model of Pump: 9CCStatic Water Level: 176.30 ft (From Grade)Well Capacity: 650 GPM @ 390.3 PWL 3.03 G.P.F.D.D.

Page 2 of 2

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
8/16/2016	4:04		X	500			
	4:15		X		310.55	1/4"	
	5:00		X		327.87	3/16"	
	5:45		X		332.60	3/16"	Leave Site
	7:40		X		337.05	1/2"	
	8:02		X		338.45	1/2"	3.5ml of sand in tester vial for 50 gpm test
	8:09		X		338.70	1/2"	
	8:10		X	600		3/4"	
	8:20		X		350.50	1/2"	
	8:30		X		362.00	3/8"	
	9:10		X		368.20	3/8"	
	10:00		X		371.30	3/8"	
	11:00		X		374.40	3/8"	
	11:45		X		376.60	3/8"	3.5 ml of sand in tester vial for 600 gpm test
8/17/2016	12:10	X		650	-	-	
	12:15	X			384.3	1/2"	
	12:30	X			387.9	1/2"	
	12:45	X			389.1	3/8"	
	1:00	X			390.30	3/8"	
	1:10	X			390.50	3/8"	
	1:12	X		300			Turned down to eliminate sand
8/17/2016	9:25	X					15' of recovery left = .95 recovered-currently 1.5'/hr

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-1 minute checks
5-5 minute checks

2-30 minute checks
1-per hour as needed

NOTES:

CONSTANT RATE TESTPROJECT: MINNETRISTAWell # 6Uniq # 818310Test By: DON SILVERSJob # 3011468Meter Reading Beginning: 67180000

Meter Reading Ending: _____

Well Information:Transducer set at: 410 ft. (From Grade) 220.66Length of Casing: 425Length of OPEN: 168Hp of Pump: 150Total Well Depth: 593Model of Pump: 9ccStatic Water Level: 189.34 (step 176.3) ft (From Grade)Well Capacity: 500 GPM @ 367.35 PWL 2.8 G.P.F.D.D.

Page 1 of 3

178.01' of D.D. Not Stable

Using static at beginning of constant rate test

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
8/18/2016	8:00	X					Not 95% recovered - Start 24 hr per Greg Johnson
	8:40	X					Start up Pump - Well #6
	8:45	X		500	277.70	1/2"	
	8:57	X		500	302.65	3/8"	
	9:10	X		500	310.71	1/4"	
	9:20	X		500	313.35	1/4"	
	9:23	X		500			Start Sand Meter
	9:30	X		500	315.00	1/4"	
	9:45	X		500	317.80	1/4"	
	10:00	X		500	326.20	3/16"	
	10:15	X		500	328.00	1/4"	
	10:45	X		500	331.10	1/4"	
	11:15	X		500	333.52	1/4"	
	11:45	X		500	335.52	1/4"	
	11:49	X		500		1/4"	Shut Off Sand Meter (clean)
	11:50	X		500		1/4"	Re-Start Sand Meter
	12:45		X	500	339.11	1/4"	
	1:45		X	500	342.09	1/4"	
	1:49		X	500		1/4"	Shut off Sand Meter 2.64 ppm
	1:50		X	500		1/4"	Re-Start Sand Meter
	2:45		X	500	344.15	1/4"	
	2:49		X	500		1/8"	Shut Off Sand Meter 1.76 ppm
	2:50		X	500		1/8"	Re-Start Sand Meter

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-1 minute checks
5-5 minute checks

2-30 minute checks
1-per hour as needed

NOTES:

CONSTANT RATE TESTPROJECT: MINNETRISTAWell # 6Uniq # 818310Test By: DON SILVERSJob # 3011468Meter Reading Beginning: 67180000

Meter Reading Ending: _____

Well Information:Transducer set at: 410 ft. (From Grade) 220.66Length of Casing: 425Length of OPEN: 168Total Well Depth: 593Hp of Pump: 150Model of Pump: 9ccStatic Water Level: 189.34 (step 176.3) ft (From Grade)Well Capacity: 500 GPM @ 367.35 PWL 2.8 G.P.F.D.D.

Page 2 of 3

178.01' of D.D. Not Stable

Using static at beginning of constant rate test

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
8/18/2016	3:45		X	500	346.12	1/8"	
	3:49		X	500		1/8"	Shut Off sand meter 1.76 ppm
	3:50		X	500		1/8"	Re-Start sand meter
	4:45		X	500	348.01	1/8"	
	4:49		X	500		1/8"	Shut Off sand meter 1.76 ppm
	4:50		X	500		1/8"	Re-Start sand meter
	4:55		X	500		1/8"	67424600 Leave Site
8/19/2016	7:45	X		500	363.85	1/16"	67861200 Arrive at Site
	7:49	X		500		1/16"	Shut off sand meter .88 ppm
	7:50	X		500		1/16"	Re-Start Sand Meter
	8:45	X		500	364.70	1/16"	
	9:45	X		500	365.47	1/16"	
	10:45	X		500	366.08	1/16"	
	11:45	X		500	366.66	1/16"	
	12:45		X	500	367.35	1/16"	
	1:00		X				Shut Down 68012000 per Dave Traut
	1:05		X	RECOVERY	276.55		
	1:10		X		265.80		Shut Down Sand Meter .51 ppm
	1:20		X		256.18		
	1:25		X		253.10		
	1:30		X		251.05		Leave Site
8/22/2016	10:20	X		↓	189.20		

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-1 minute checks
5-5 minute checks

2-30 minute checks
1-per hour as needed

NOTES:

CONSTANT RATE TEST

PROJECT: MINNETRISTA

Well # 6

Uniq # 818310

Test By: DON SILVERS

Job # 3011468

Meter Reading Beginning: 67180000

Meter Reading Ending: _____

Well Information:

Transducer set at: 410 ft. (From Grade) 220.66

Length of Casing: 425

Length of OPEN: 168

Hp of Pump: 150

Total Well Depth: 593

Model of Pump: 9cc

Static Water Level: 189.34 (step 176.3) ft (From Grade)

Well Capacity: 500 GPM @ 367.35 PWL 2.8 G.P.F.D.D.

Page 3 of 3

178.01' of D.D. Not Stable

Using static at beginning of constant rate test

[illegible]

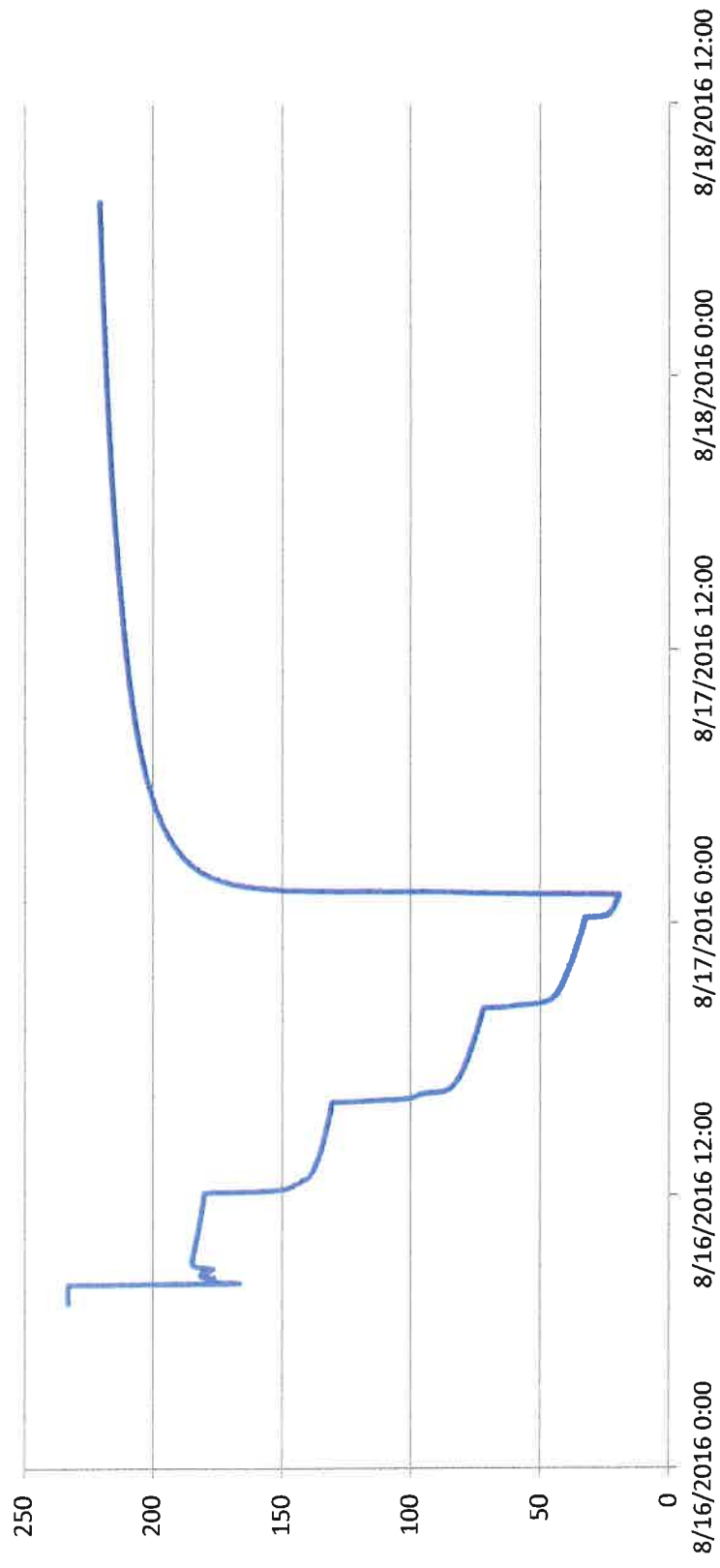
The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-1 minute checks
5-5 minute checks

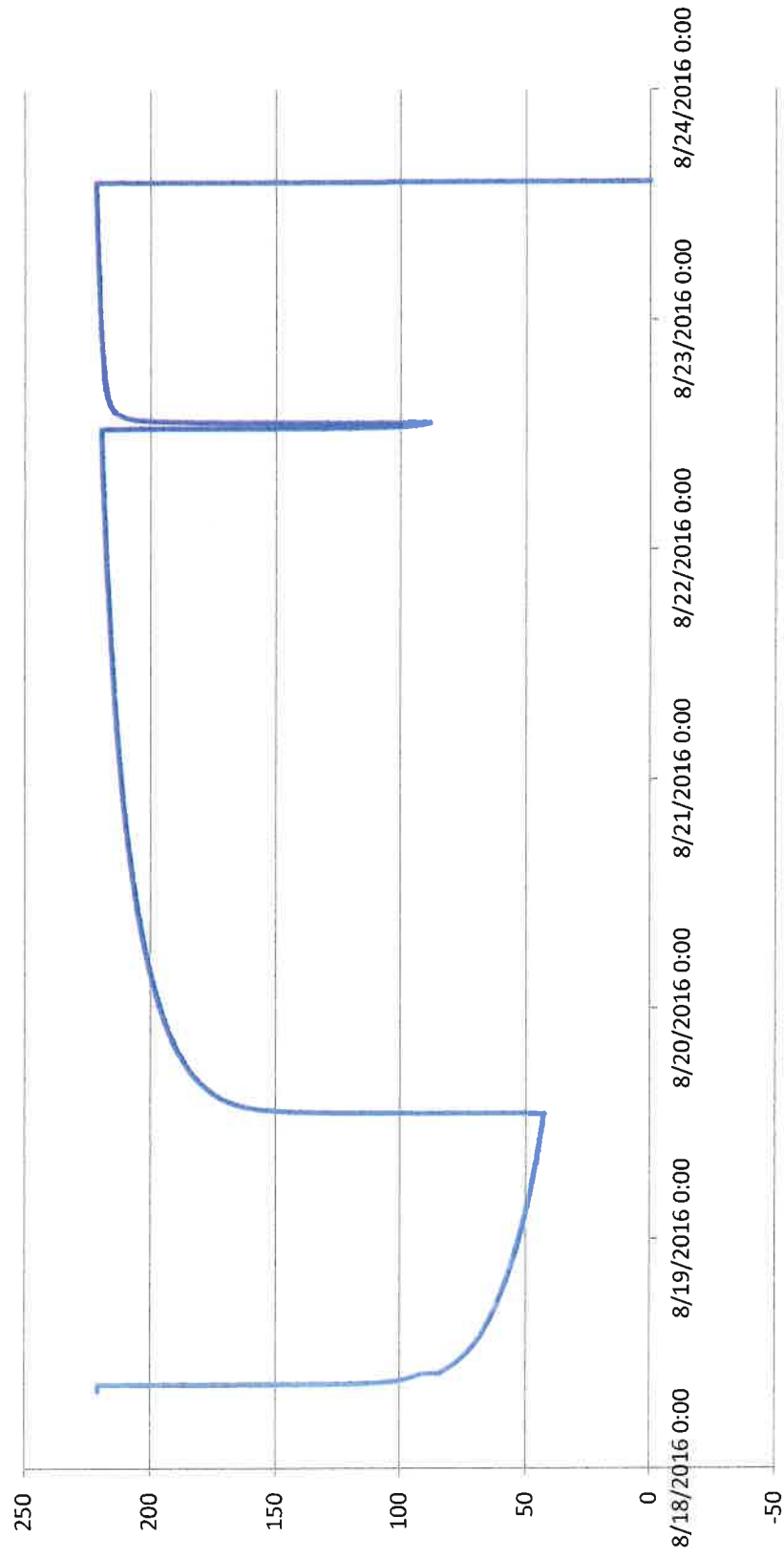
2-30 minute checks
1-per hour as needed

NOTES:

MINNETRISTA WELL #6 UNIQUE #818310 STEP TEST



MINNETRISTA WELL #6 UNIQUE #818310 CONSTANT RATE



STEP TEST

PROJECT: CITY OF MINNETRISTA Well # 7 Uniq # 818311
Test By: DON SILVERS Job # 3011468
Meter Reading Beginning: 72900900
Meter Reading Ending: 73325800

Well Information:

Transducer set at: 300 ft. (From Grade)

Length of Casing: 364 346 - PVC adapter failure on transducer cable

Length of OPEN: 153 Hp of Pump: 125

Total Well Depth: 517 Model of Pump: 1100-S-1250-3

Static Water Level: 124.60 ft (From Grade)

Well Capacity: 600 GPM @ 330.1 PWL 2.91 G.P.F.D.D.

Page 1 of 2

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
8/16/2016	8:04	X		200		1/8"	Cloudy
	8:06	X			155.50	1/8"	Cloudy
	8:10	X			158.30	1/8"	Clear
	8:15	X			160.50	1/16"	Clear
	8:35	X			167.40	1/16"	Clear
	8:38	X			-		Rossam Sand Tester Start
	9:17	X			170.75	1/16"	
	9:30	X			171.40	1/16"	
	9:40	X			171.84	1/16"	
	10:30	X			173.50	1/16"	
	12:00		X		175.75	1/16"	
	12:04		X	400			.015 ml of sand in tester vial for 200 gpm test
	12:06		X		206.00	1/16"	
	12:15		X		212.10	1/16"	
	12:45		X		216.85	1/16"	
	1:15		X		221.60	1/16"	
	1:50		X		223.55	1/16"	
	2:25		X		225.10	1/16"	
	3:03		X		226.35	1/16"	
	3:32		X		227.24	1/16"	
	3:52		X		227.90	1/16"	
	4:03		X		228.05	1/16"	.015 ml of sand in tester vial for 400 gpm test

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-1 minute checks
5-5 minute checks

2-30 minute checks
1-per hour as needed

NOTES:

STEP TEST

PROJECT: CITY OF MINNETRISTA Well # 7 Uniq # 818311
 Test By: DON SILVERS Job # 3011468
 Meter Reading Beginning: 72900900
 Meter Reading Ending: 73325800

Well Information:Transducer set at: 300 ft. (From Grade)Length of Casing: 364 346 - PVC adapter failure on transducer cableLength of OPEN: 153 Hp of Pump: 125Total Well Depth: 517 Model of Pump: 1100-S-1250-3Static Water Level: 124.60 ft (From Grade)Well Capacity: 600 GPM @ 330.1 PWL 2.91 G.P.F.D.D.

Page 2 of 2

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
8/16/2016	4:04		X	500			
	4:06		X		250.20	1/8"	
	4:10		X		252.90	1/16"	
	4:15		X		255.45	1/16"	
	4:40		X		264.25	1/16"	
	5:40		X		267.81	1/16"	Left Site (1 hour)
	7:45		X		273.60	1/16"	
	8:00		X		274.10	1/16"	.03 ml of sand in tester vial for 500 gpm test
	8:10		X	600	-	-	
	8:12		X		305.90	1/8"	
	8:15		X		307.60	1/8"	
	8:18		X		309.20	1/16"	
	8:45		X		322.20	1/16"	
	9:00		X		324.90	1/16"	
	10:00		X		326.70	1/16"	
	11:00		X		327.80	1/16"	.03 ml of sand in tester vial for 600 gpm test
	11:30		X		330.10	1/16"	
Water level less than 20' above pump - did not turn valve open to next step per request of Greg Johnson.							
8/17/2016	12:10	X					Turned well #6 up to 650 gpm
	12:25			600	332.65	1/16"	
	1:00				334.03	1/16"	
8/17/2016	9:45	X			150.65		16.3 ft of recovery left before 95% recovered
							Currently Recovering @ 1/43' / Hr.

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-1 minute checks
5-5 minute checks

2-30 minute checks
1-per hour as needed

NOTES:

CONSTANT RATE TESTPROJECT: MINNETRISTAWell # 7Uniq # 818311Test By: DON SILVERSJob # 3011468Meter Reading Beginning: 81209200

Meter Reading Ending: _____

Well Information:Transducer set at: 342 ft. (From Grade) 205.21Length of Casing: 364Length of OPEN: 153Total Well Depth: 517Hp of Pump: 125Model of Pump: 1100-S-1250-3Static Water Level: 136.7 (step 124.6) ft (From Grade)Well Capacity: 500 GPM @ 284.49 PWL 3.4 G.P.F.D.D.

Page 1 of 2

147.79' of D.D. Not Stable

Using static at beginning of constant rate test

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
8/18/2016	8:15	X					Not 95% recovered - Start 24 hr per Greg Johnson
	8:40	X					Start Up #7
	8:45	X			262.60	1/4"	GPM Meter is not working
	8:50	X			273.1	1/8"	
	8:55	X			278.1	1/8"	
	9:05	X			282.3	1/8"	
	9:10	X					Shut Down #7 Bad Meter
	9:12	X		500		1/4"	Start Up #7
	9:15	X			247.20	1/8"	Start Rossum Sand Meter
	9:20	X			247.35	1/16"	
	9:25	X			247.50	1/16"	
	9:30	X			247.76	1/16"	
	9:35	X			248.15	1/16"	
	10:00	X			250.3	1/16"	
	10:30	X			252.73	1/16"	
	11:00	X			254.65	1/16"	
	11:30	X			256.25	1/16"	
	12:30		X		259.21	1/16"	
	1:30		X		261.71	1/16"	
	2:30		X		263.72	1/16"	
	3:30		X		265.58	1/16"	
	4:30		X		267.51	1/16"	
	4:40		X			1/16"	81437000 Leave Site

The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-1 minute checks
5-5 minute checks

2-30 minute checks
1-per hour as needed

NOTES:

CONSTANT RATE TESTPROJECT: MINNETRISTAWell # 7Uniq # 818311Test By: DON SILVERSJob # 3011468Meter Reading Beginning: 81209200

Meter Reading Ending: _____

Well Information:Transducer set at: 342 ft. (From Grade) 205.21Length of Casing: 364Length of OPEN: 153Hp of Pump: 125Total Well Depth: 517Model of Pump: 1100-S-1250-3Static Water Level: 136.7 (step 124.6) ft (From Grade)Well Capacity: 500 GPM @ 284.49 PWL 3.4 G.P.F.D.D.

Page 2 of 2

147.79' of D.D. Not Stable

Using static at beginning of constant rate test

Date	Time	AM	PM	GPM	PWL	Sand/Gal	COMMENTS
8/19/2016	7:50	X		500	281.61	1/16"	81891500 Arrive at Site
	8:45	X		500	282.17	1/16"	
	9:45	X		500	282.91	1/16"	
	10:45	X		500	283.24	1/16"	
	11:45	X		500	284.27	1/16"	
	12:45		X	500	284.49	1/16"	
	1:00		X				SHUT DOWN 82037500
	1:05		X	RECOVERY	223.50		per Dave Traut
	1:10		X	↓	208.55		Shut Down Sand Meter .06 ppm
	1:20		X	↓	199.40		
	1:30		X	↓	195.17		Leave Site
8/22/2016	1:32	X		0	137.81		
	11:40	X		500			Start Up per Dave Traut to pull water samples
							21,500 gallons removed for this step
	12:23		X				Shut Down after 3 exchanges of water & time to pull samples
8/23/2016	8:10	X			136.20		Pulled Transducer
8/24/2016	8:15	X			133.23		
	2:15		X		132.74		

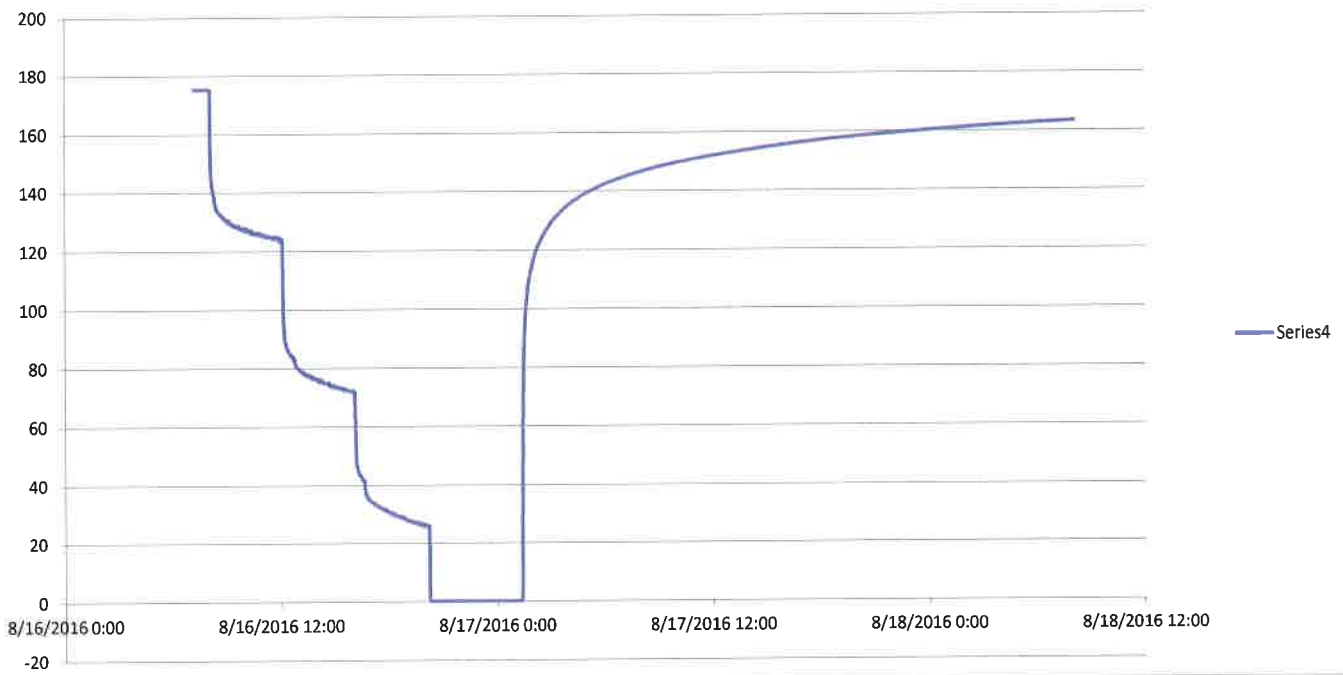
The data stated above is representative of the time spent pumping at the capacities stated. Deviation from either time spent pumping or both could change the outcome if these results.

NOTE: On RECOVERY need: 5-1 minute checks
5-5 minute checks

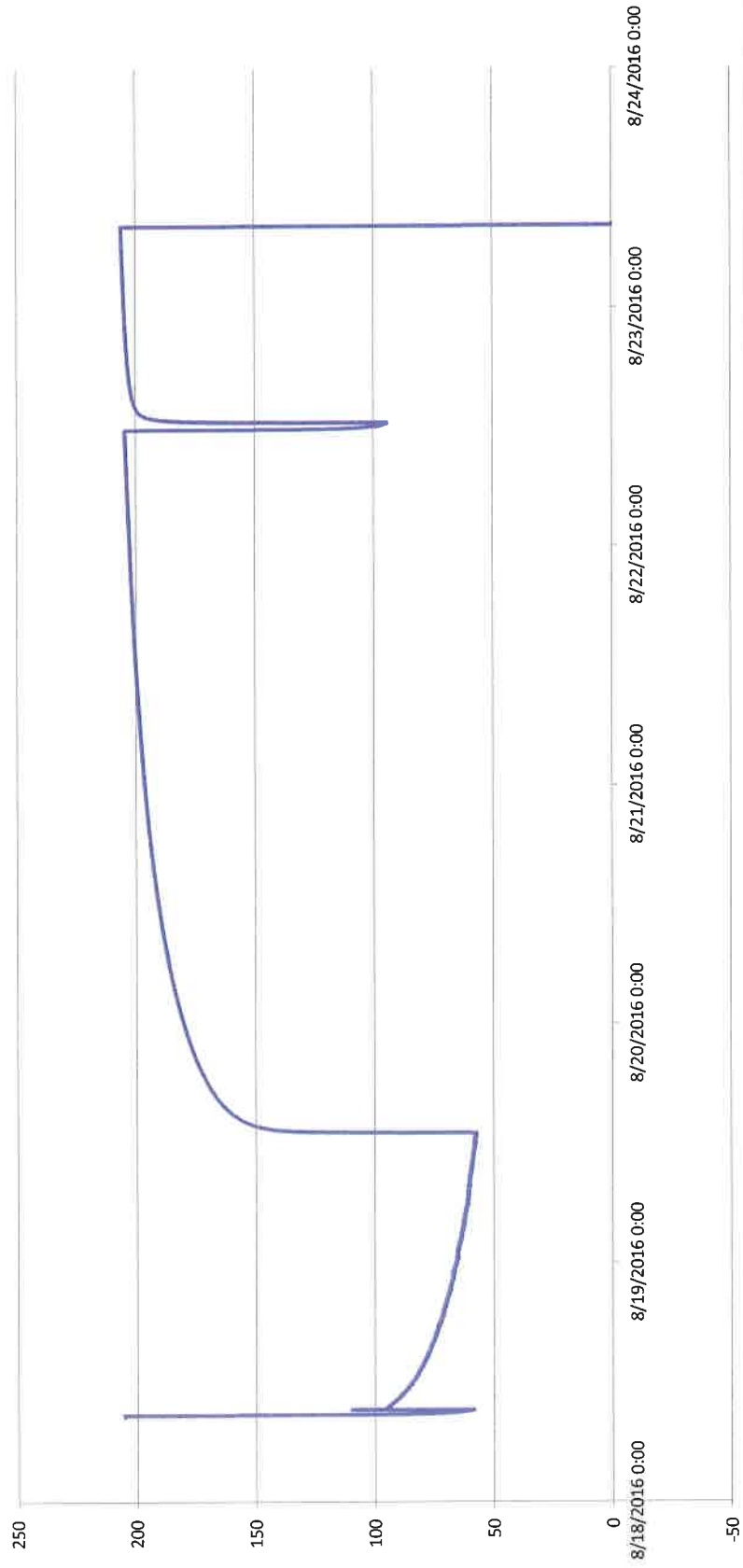
2-30 minute checks
1-per hour as needed

NOTES:

MINNETRISTA WELL #7 UNIQUE #818311 STEP TEST

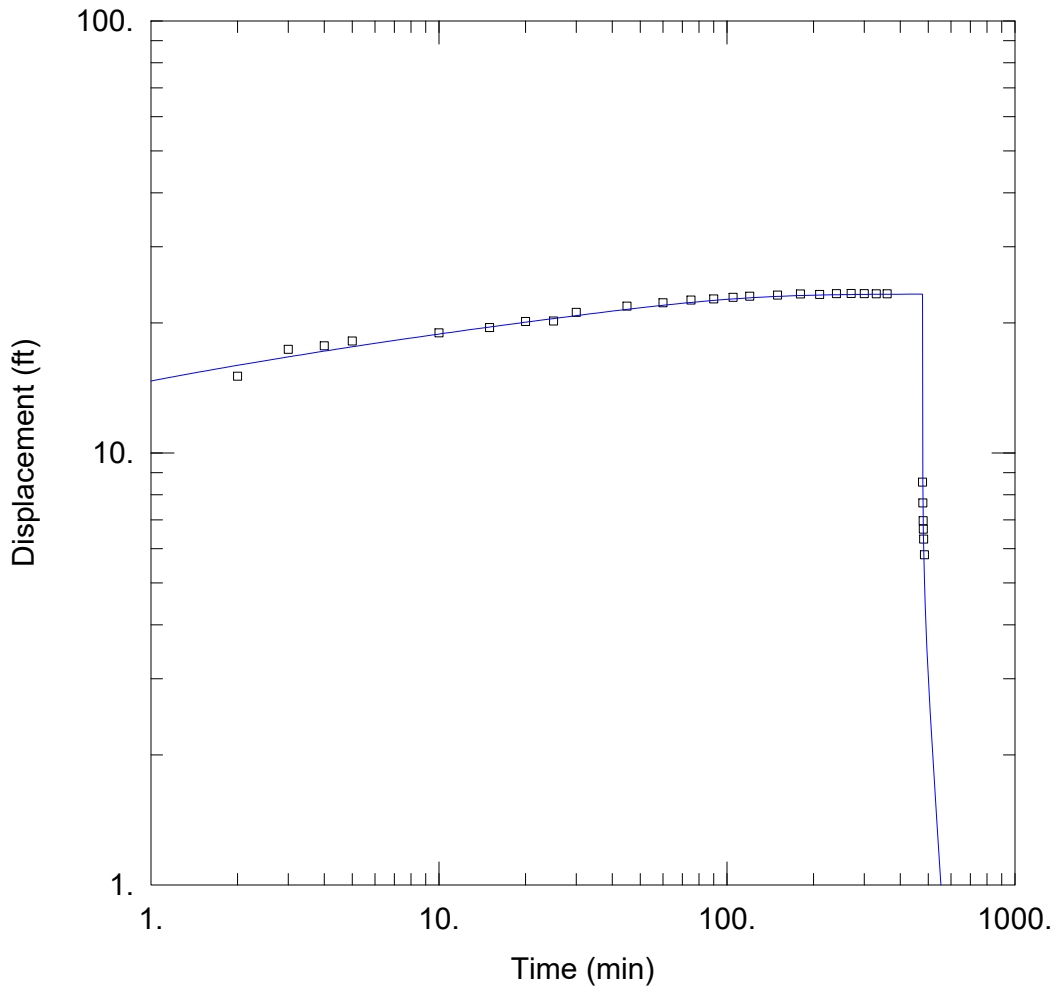


MINNETRISTA WELL #7 UNIQUE #818311 CONSTANT RATE



ATTACHMENT 4

AQUIFER TEST ANALYSES



WELL TEST ANALYSIS

Data Set: U:\...\Test Well 10 (Jordan interval - Leaky).aqt

Date: 04/16/23

Time: 22:51:08

PROJECT INFORMATION

Company: LRE

Client: AE2S

Location: City of Minnetrista

Test Well: Test Well 10 (Jordan interval)

Test Date: 6/20/22

AQUIFER DATA

Saturated Thickness: 88. ft

Anisotropy Ratio (K_z/K_r): 1.

Aquitard Thickness (b'): 1. ft

Aquitard Thickness (b''): 1. ft

WELL DATA

Pumping Wells

Well Name	X (ft)	Y (ft)
Test Well 10 (Jordan)	0	0

Observation Wells

Well Name	X (ft)	Y (ft)
□ Test Well 10 (Jordan)	0	0

SOLUTION

Aquifer Model: Leaky

Solution Method: Hantush

$T = 2631.3 \text{ ft}^2/\text{day}$

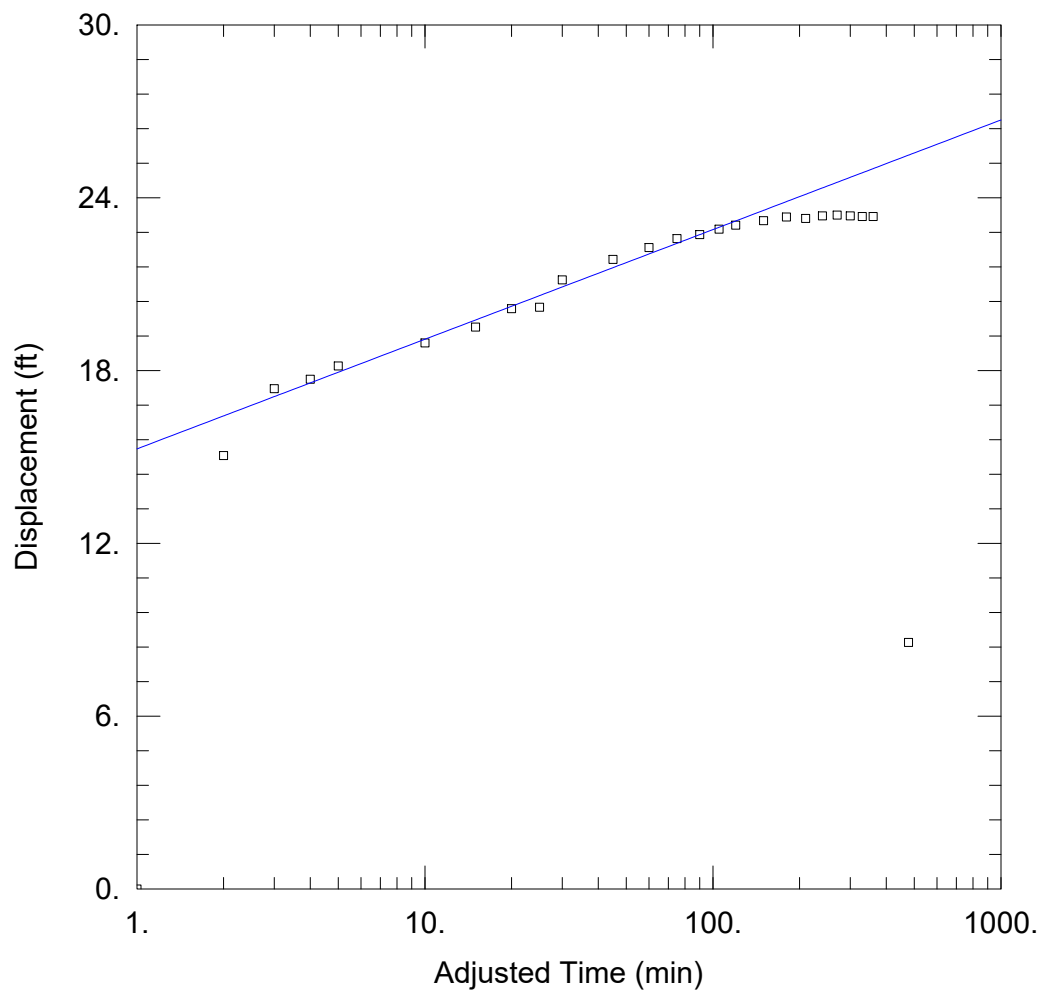
$S = 0.03828$

$r/B' = 0.04$

$\beta' = 0.1$

$r/B'' = 0.$

$\beta'' = 0.$



WELL TEST ANALYSIS

Data Set: U:\...\Test Well 10 (Jordan interval Cooper -Jacob)).aqt

Date: 05/31/23

Time: 21:42:44

PROJECT INFORMATION

Company: LRE

Client: AE2S

Location: City of Minnetrista

Test Well: Test Well 10 (Jordan interval)

Test Date: 6/20/22

AQUIFER DATA

Saturated Thickness: 88. ft

Anisotropy Ratio (K_z/K_r): 1.

WELL DATA

Pumping Wells

Well Name	X (ft)	Y (ft)
Test Well 10 (Jordan)	0	0

Observation Wells

Well Name	X (ft)	Y (ft)
□ Test Well 10 (Jordan)	0	0

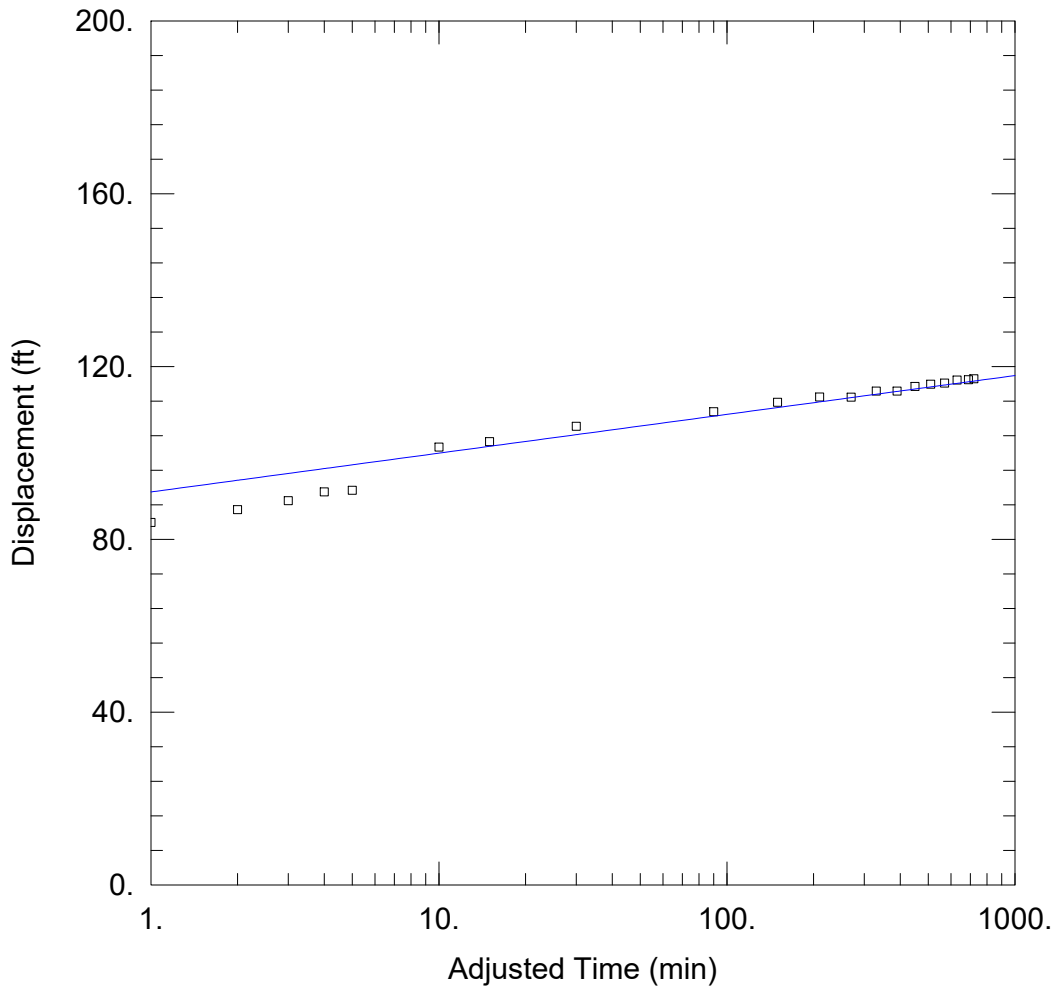
SOLUTION

Aquifer Model: Confined

Solution Method: Cooper-Jacob

$T = 5559.3 \text{ ft}^2/\text{day}$

$S = 0.005001$



WELL TEST ANALYSIS

Data Set: U:\...\Test Well 10 (TCW interval- Cooper Jacob)).aqt
 Date: 04/16/23 Time: 23:11:26

PROJECT INFORMATION

Company: LRE
 Client: AE2S
 Location: City of Minnetrista
 Test Well: Test Well 10 (TCW interval)
 Test Date: 7/1/22

AQUIFER DATA

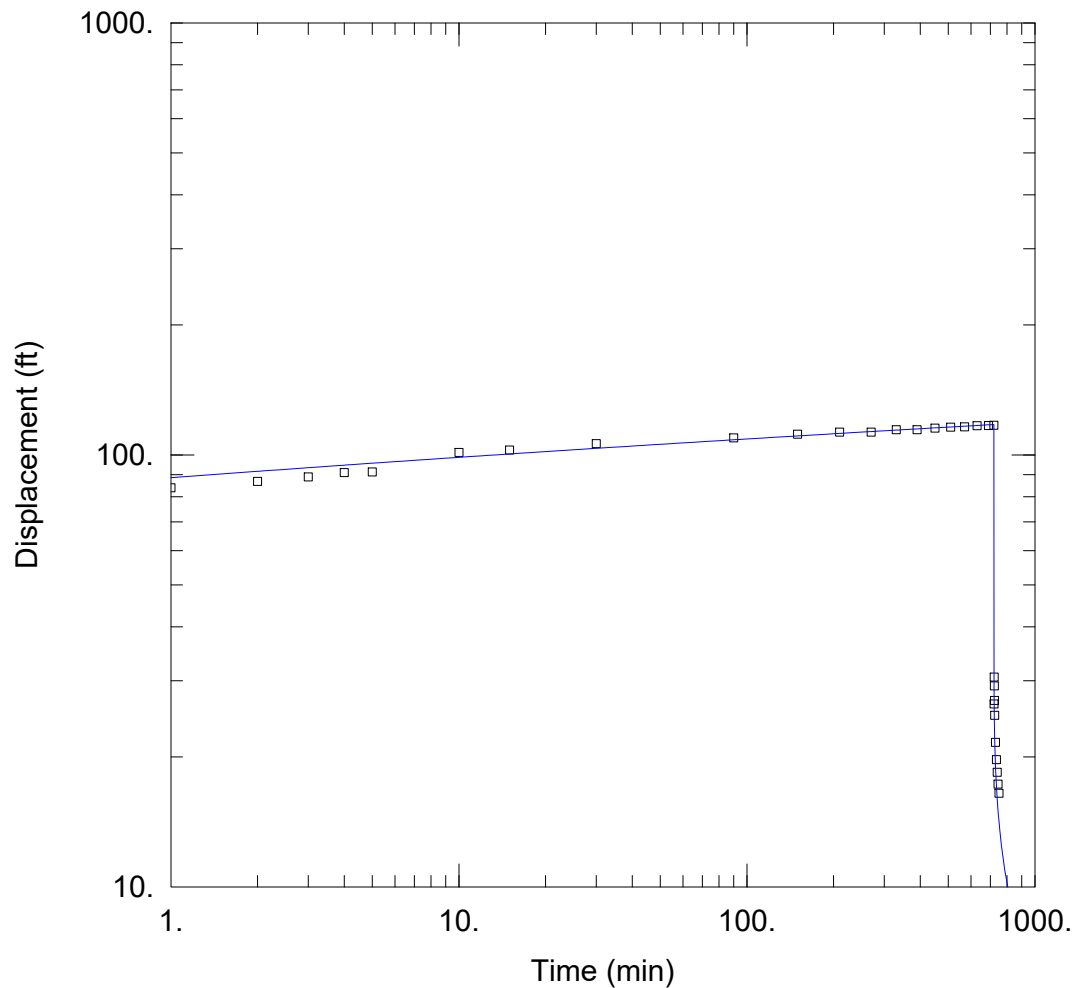
Saturated Thickness: 182. ft Anisotropy Ratio (Kz/Kr): 1.

WELL DATA

Pumping Wells			Observation Wells		
Well Name	X (ft)	Y (ft)	Well Name	X (ft)	Y (ft)
Test Well 10 (TCW Interval)	0	0	□ Test Well 10 (TCW Interval)	0	0

SOLUTION

Aquifer Model: Confined Solution Method: Cooper-Jacob
 T = 1351.4 ft²/day S = 1.316E-11



WELL TEST ANALYSIS

Data Set: U:\...\Test Well 10 (TCW interval- Theis)).aqt

Date: 04/16/23

Time: 23:13:07

PROJECT INFORMATION

Company: LRE

Client: AE2S

Location: City of Minnetrista

Test Well: Test Well 10 (TCW interval)

Test Date: 7/1/22

WELL DATA

Pumping Wells

Well Name	X (ft)	Y (ft)
Test Well 10 (TCW Interval)	0	0

Observation Wells

Well Name	X (ft)	Y (ft)
□ Test Well 10 (TCW Interval)	0	0

SOLUTION

Aquifer Model: Confined

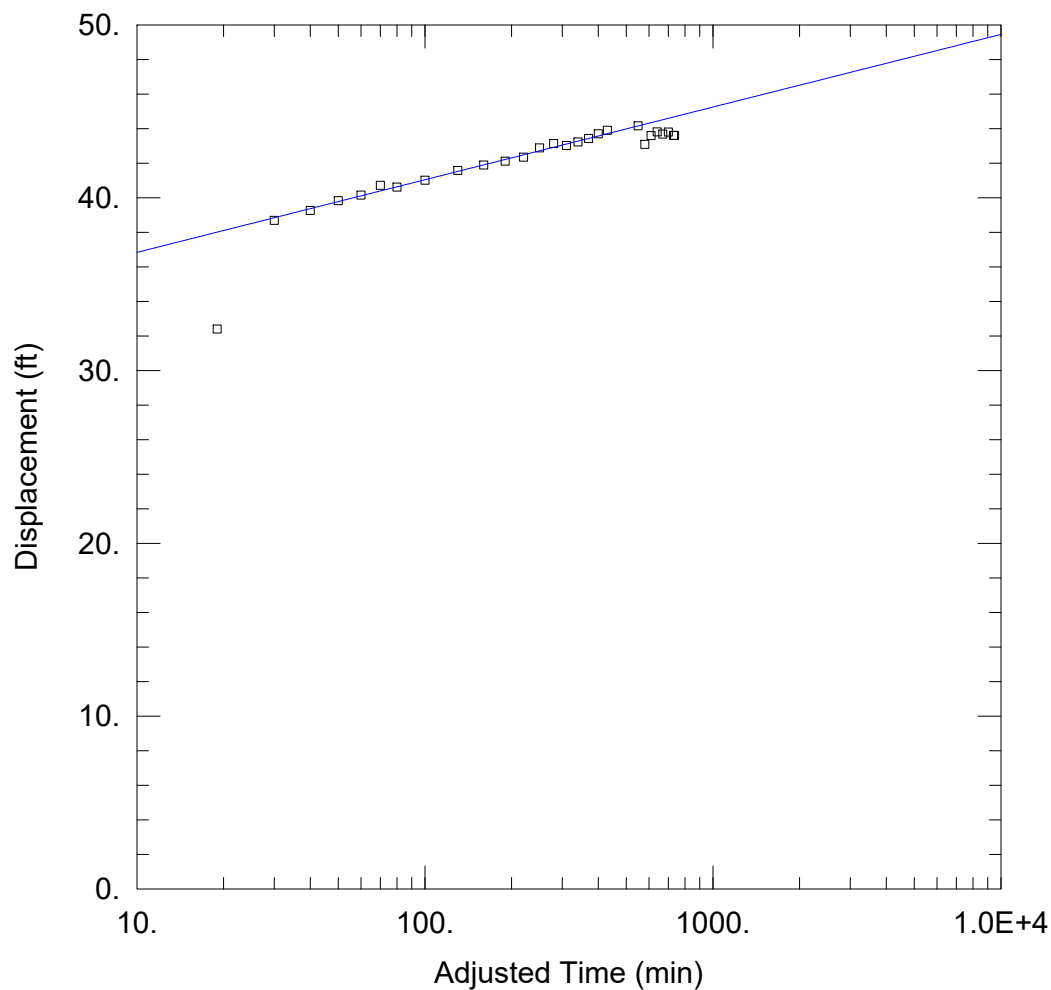
Solution Method: Theis

T = 1042.2 ft²/day

S = 1.829E-8

Kz/Kr = 1.

b = 182. ft



WELL TEST ANALYSIS

Data Set: U:\...\Test Well 10 (Mt Simon interval- Cooper Jacob)).aqt
 Date: 04/16/23 Time: 10:43:29

PROJECT INFORMATION

Company: LRE
 Client: AE2S
 Location: City of Minnetrista
 Test Well: Test Well 10 (Mt Sim interval)
 Test Date: 8/4/22

AQUIFER DATA

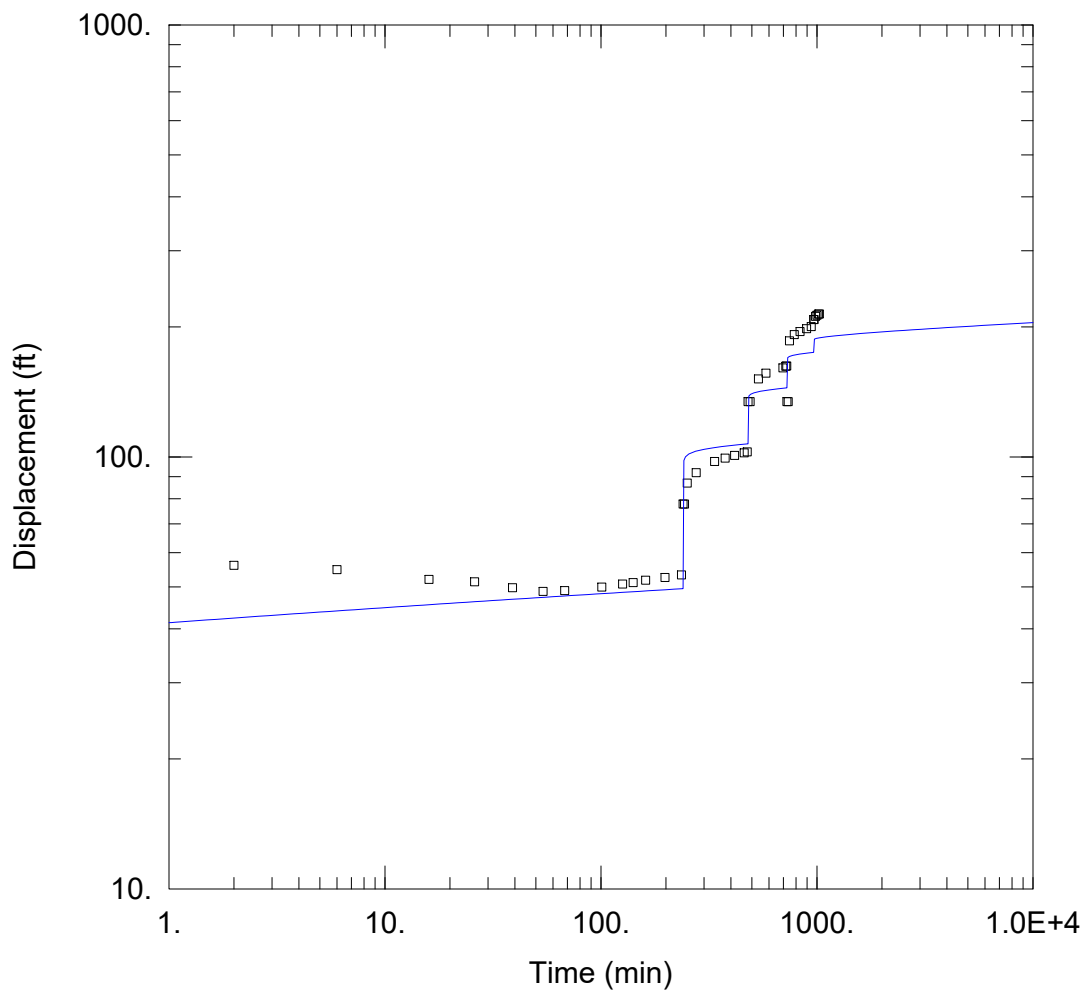
Saturated Thickness: 130. ft Anisotropy Ratio (Kz/Kr): 1.

WELL DATA

Pumping Wells			Observation Wells		
Well Name	X (ft)	Y (ft)	Well Name	X (ft)	Y (ft)
Test Well 10 (Mt. Simon interval)	0	0	Test Well 10 (Mt. Simon interval)	0	0

SOLUTION

Aquifer Model: Confined Solution Method: Cooper-Jacob
 T = 2894. ft²/day S = 4.659E-7



WELL TEST ANALYSIS

Data Set: U:\5013AEN08 - Minnetrista\Hydrogeo\Aquifer Testing\Well 6 Step Test.aqt
 Date: 04/16/23 Time: 23:06:29

PROJECT INFORMATION

Company: LRE
 Client: AE2S
 Location: City of Minnetrista
 Test Well: Well 6
 Test Date: 8/16/16

AQUIFER DATA

Saturated Thickness: 200. ft Anisotropy Ratio (Kz/Kr): 1.

WELL DATA

Pumping Wells

Well Name	X (ft)	Y (ft)
Well 6	0	0

Observation Wells

Well Name	X (ft)	Y (ft)
□ Well 6	0	0

SOLUTION

Aquifer Model: Confined

Solution Method: Theis (Step Test)

T = 1786.4 ft²/day

S = 5.438E-12

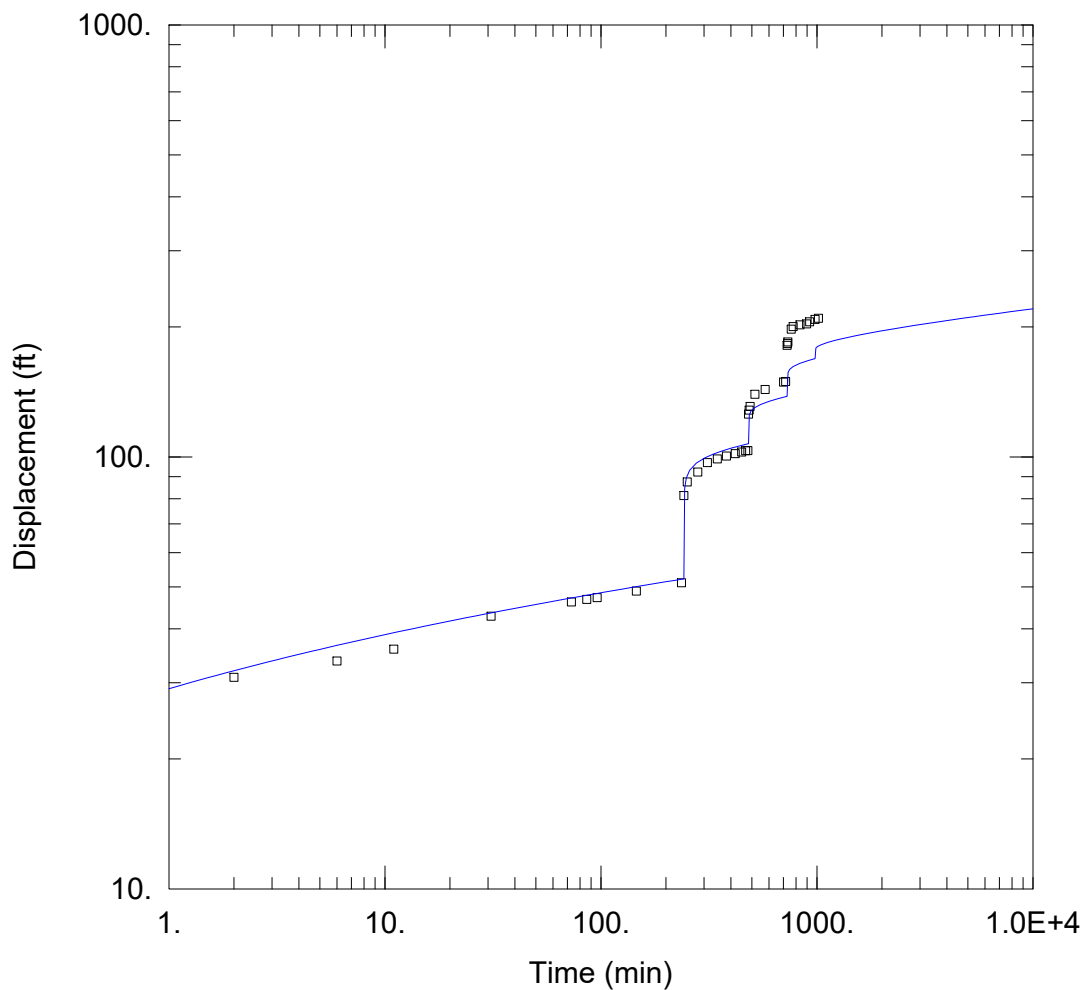
Sw = 0.

C = 0. min²/ft⁵

P = 2.

Step Test Model: Jacob-Rorabaugh

s(t) = 1.766Q + 0.Q².



WELL TEST ANALYSIS

Data Set: U:\5013AEN08 - Minnetrista\Hydrogeo\Aquifer Testing\Well 7 Step Test.aqt
 Date: 04/16/23 Time: 23:09:15

PROJECT INFORMATION

Company: LRE
 Client: AE2S
 Location: City of Minnetrista
 Test Well: Well 7
 Test Date: 8/16/16

AQUIFER DATA

Saturated Thickness: 210. ft Anisotropy Ratio (Kz/Kr): 1.

WELL DATA

Pumping Wells

Well Name	X (ft)	Y (ft)
Well 7	0	0

Observation Wells

Well Name	X (ft)	Y (ft)
□ Well 7	0	0

SOLUTION

Aquifer Model: Confined

Solution Method: Theis (Step Test)

T = 726.8 ft²/day

S = 0.002039

Sw = 0.

C = 0. min²/ft⁵

P = 2.

Step Test Model: Jacob-Rorabaugh

s(t) = 1.087Q + 0.Q².

RESOLUTION NO. 81-23

**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 70237 through 70301; electronic checks E1002776 through E1002787; Claims batch includes an electronic transfer for payroll in the amount of \$85,385.85.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that the attached list of claims in the amount of \$2,022,728.26 is hereby approved.

ADOPTED this 18th day of September 2023 by a vote of ____ Ayes
____ Nays.

Lisa Whalen, Mayor

ATTEST:

Deputy City Clerk

(seal)

***Check Detail Register©**

Batch: 083123 Police PC,Aflac090523,PR08312023,091823AP,091823 2023 RECLAIM,090523PSN,09182023STREET_UTIL

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1010 1ST BK OF THE LAKES					
70237	09/18/23	ADVANTAGE PROPERTY MAINTENANCE			
E 101-45202-402		LAWN MAINTENANCE	\$6,468.00		Lawn Service
E 601-49440-227		UTILITY SYSTEM MAINT	\$1,488.00		Lawn Service
E 602-49490-227		UTILITY SYSTEM MAINT	\$500.00		Lawn Service
E 101-41940-402		LAWN MAINTENANCE	\$1,080.00		Lawn Service
		Total	\$9,536.00		
70238	09/18/23	ALDEN POOL & MUNICIPAL SUPPLY			
E 601-49440-227		UTILITY SYSTEM MAINT	\$1,150.00	23-1380	Chlorine Regulator for Well 3
		Total	\$1,150.00		
70239	09/18/23	ALL CITY PLUMBING LLC			
E 101-42110-401		BLDG/STRUCT MAINTEN	\$475.00	10035	Eye Wash Station
		Total	\$475.00		
70240	09/18/23	AMAZON CAPITAL SERVICES			
E 101-43121-224		STREET MAINTENANCE	\$492.99	19GD-W3VN-	Ice maker for PW
E 101-43121-224		STREET MAINTENANCE	\$528.00	19RV-PQ7N-	Rechargeable Batteries for PW City Radios
E 101-43121-224		STREET MAINTENANCE	\$5.56	19RV-PQ7N-	Electrical Tape
E 101-43121-224		STREET MAINTENANCE	\$96.93	19RV-PQ7N-	Rechargeable Batteries for Truck Flashlights
E 101-43121-224		STREET MAINTENANCE	\$279.98	1DKG-KT6Y-	2-Rechargeable Milwaukee Cordless tool batteries
E 601-49440-227		UTILITY SYSTEM MAINT	\$40.07	1DKG-KT6Y-	Grease Gun for WTP
E 101-43121-224		STREET MAINTENANCE	\$74.99	1HKN-MX4F-	Water Pump
E 601-49440-227		UTILITY SYSTEM MAINT	\$263.36	1JQM-RJFG-	Filters for WTP dehumidifiers
E 601-49440-227		UTILITY SYSTEM MAINT	\$179.76	1JQM-RJFG-	Filters for WTP dehumidifiers
E 601-49440-227		UTILITY SYSTEM MAINT	\$70.34	1JQM-RJFG-	Furance Filter for WTP
E 101-41940-401		BLDG/STRUCT MAINTEN	\$9.66	1K34-K3TJ-9	Picture Hangers for Jaspers office
E 101-45202-401		BLDG/STRUCT MAINTEN	\$203.10	1LC7-ND79-9	Park trash bags
E 101-43121-224		STREET MAINTENANCE	\$89.99	1LC7-ND79-9	Mult Surface Cleaner
E 601-49440-227		UTILITY SYSTEM MAINT	\$19.99	1LC7-ND79-9	Spray Disinfect for Lab
E 101-43121-224		STREET MAINTENANCE	\$93.98	1LC7-ND79-9	Glass Cleaner
E 101-43121-224		STREET MAINTENANCE	\$299.99	1QPV-77CW-	Hot Water Pressure Washer Hose
E 602-49490-227		UTILITY SYSTEM MAINT	\$140.50	1QPV-77CW-	Phase Monitors for Lift Station Panels
E 101-43121-224		STREET MAINTENANCE	\$119.95	1YXQ-FVGR-	Pliers set for new Truck tool boxes
E 101-43121-224		STREET MAINTENANCE	\$27.99	1YXQ-FVGR-	Ratchet Set for Shop
E 101-43121-224		STREET MAINTENANCE	\$36.00	1YXQ-FVGR-	Punch and Chisel Set for Shop
E 101-43121-224		STREET MAINTENANCE	\$23.86	1YXQ-FVGR-	Wire Brush Wheels for Shop Bench Grinder
E 101-43121-224		STREET MAINTENANCE	\$61.45	1YXQ-FVGR-	Tool Boxes for Trucks
E 101-43121-224		STREET MAINTENANCE	\$19.98	1YXQ-FVGR-	Caliper for Shop
E 101-43121-224		STREET MAINTENANCE	\$39.95	1YXQ-FVGR-	Hammers for New Truck Tool Boxes
E 101-43121-224		STREET MAINTENANCE	\$15.90	1YXQ-FVGR-	Electric Tape
E 101-43121-224		STREET MAINTENANCE	\$50.85	1YXQ-FVGR-	Adjustable Wrenches for New truck tool boxes
E 101-43121-224		STREET MAINTENANCE	\$5.99	1YXQ-FVGR-	Safety Glasses Cases for new truck tool boxes
E 101-43121-224		STREET MAINTENANCE	(\$74.99)	1YXQ-FVGR-	Water Pump Return
		Total	\$3,216.12		
70241	09/18/23	AP SAFETY TRAINING			
E 101-43121-307		PROFESSIONAL SERVIC	\$495.00	00003718	LMS Safety Renewal

CITY OF MINNETRISTA

09/14/23 1:24 PM

Page 2

***Check Detail Register©**

Batch: 083123 Police PC,Aflac090523,PR08312023,091823AP,091823 2023 RECLAIM,090523PSN,09182023STREET_UTIL

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$495.00		
70242	09/18/23	AUTOMATIC SYSTEMS CO.			
E 601-49440-227		UTILITY SYSTEM MAINT	\$622.97	040625	Well 7 AC Parts
E 602-43251-530		IMPROVEMENTS	\$90,128.00	040672	New Control Panel at LS 8
Total			\$90,750.97		
70243	09/18/23	BARRETT, TREVOR			
E 101-43121-417		UNIFORMS	\$290.03		Boot Reimbursement
Total			\$290.03		
70244	09/18/23	BAUER BUILT TIRE			
E 101-42110-221		EQUIPMENT PARTS, TIR	\$1,252.52	180293923	Tires
Total			\$1,252.52		
70245	09/18/23	CANTEEN REFRESHMENT SVCS			
E 101-42110-211		CLEANING & MAINT SUP	\$174.85	MSP78199	Coffee
Total			\$174.85		
70246	09/18/23	CINTAS			
E 101-43121-417		UNIFORMS	\$120.32	4166755415	Uniforms
E 101-43121-417		UNIFORMS	\$116.82	4167311531	Uniforms
Total			\$237.14		
70247	09/18/23	City of Mound Finance Dept			
E 101-42210-316		FIRE CONTRACT MOUN	\$87,056.00	4th Qtr 2023	Quarterly Fire Service
Total			\$87,056.00		
70248	09/18/23	City of St Bonifacius			
E 101-42210-318		FIRE CONTRACT ST BO	\$69,947.25	4th Qtr 2023	Quarterly Fire Service
Total			\$69,947.25		
70249	09/18/23	CONCRETE CUTTING & CORING			
E 101-43121-221		EQUIPMENT PARTS, TIR	\$36.04	35824	Pole Saw Parts
Total			\$36.04		
70250	09/18/23	CORE AND MAIN			
E 601-49440-227		UTILITY SYSTEM MAINT	\$14,147.78	T394144	Hydrant Repair Parts
Total			\$14,147.78		
70251	09/18/23	CULLIGAN			
E 101-42110-211		CLEANING & MAINT SUP	\$85.87	114x9331460	Water
Total			\$85.87		
70252	09/18/23	DRAAYER, TYLER			
R 601-400-37120		UNDISTRIBUTED UTILITI	\$223.75		Overpmt of Utility-4698 Cranesbill Rd
Total			\$223.75		
70253	09/18/23	ECM Publishers, Inc.			
E 404-45202-530		IMPROVEMENTS	\$239.25	954895	Gene Lehner Park
E 101-41910-351		LEGAL NOTICE & ORD P	\$33.00	954896	PH Interim Ordinance
E 101-41910-351		LEGAL NOTICE & ORD P	\$33.00	955618	Ordinance 483

CITY OF MINNETRISTA

09/14/23 1:24 PM

Page 3

***Check Detail Register©**

Batch: 083123 Police PC,Aflac090523,PR08312023,091823AP,091823 2023 RECLAIM,090523PSN,09182023STREET_UTIL

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41910-351		LEGAL NOTICE & ORD P	\$37.13	964069	Public Hearing Murphy
		Total	\$342.38		
70254	09/18/23	FRONTIER OH			
E 601-49440-381		ELECTRIC UTILITIES	\$392.50	952-196-0117	Well #5 Phone Service
E 101-43121-321		TELEPHONE	\$537.09	952-446-1660	Monthly Phone Service
E 601-49440-381		ELECTRIC UTILITIES	\$537.10	952-446-1660	Monthly Phone Service
E 101-43121-321		TELEPHONE	\$537.09	952-446-1660	Monthly Phone Service
		Total	\$2,003.78		
70255	09/18/23	Fury Motors			
E 101-42110-404		VEHICLE & EQUIP MAIN	\$2,738.61	775187/1	Unit 78-Electrical Diasnosis-Rear and Front Brake pads and Rotors,
E 101-42110-404		VEHICLE & EQUIP MAIN	\$196.55	775432/1	Unit 80-Oil Change, Tire Rotation and Inspection
E 101-42110-404		VEHICLE & EQUIP MAIN	\$88.39	775494/1	Unit 82-Oil Change, Tire Rotation and Inspection
E 101-42110-221		EQUIPMENT PARTS, TIR	\$5,220.47	775519/2	Unit 77-Engine Diagnosis-front pads and rotors, Replace turbos, and gaskets
E 101-42110-221		EQUIPMENT PARTS, TIR	\$241.05	775687/1	Unit 76-filer replacement, Oil Change, Tire Rotation
		Total	\$8,485.07		
70256	09/18/23	Gopher State One Call			
E 601-49440-227		UTILITY SYSTEM MAINT	\$149.85	3080605	Sewer & Water Locates
E 602-49490-227		UTILITY SYSTEM MAINT	\$149.85	3080605	Sewer & Water Locates
		Total	\$299.70		
70257	09/18/23	HOME DEPOT			
E 101-41940-223		BUILDING REPAIR PART	\$109.00	WM4444735	Kitchen Sink City Hall
		Total	\$109.00		
70258	09/18/23	INDELCO PLASTICS CORP			
E 601-49440-227		UTILITY SYSTEM MAINT	\$498.87	INV414914	Permanganate Supply Line Repair Parts
E 601-49440-227		UTILITY SYSTEM MAINT	\$895.57	SO0426220	Chemical Repair Parts- N WTP
		Total	\$1,394.44		
70259	09/18/23	Int'l Union of Oper. Engineers			
G 101-2360		PAYROLL CLEARING UN	\$245.00	Sept 2023	* Union dues
		Total	\$245.00		
70260	09/18/23	JHFOSTER			
E 601-49440-221		EQUIPMENT PARTS, TIR	\$259.16	10662505-00	S WTP Air Compressor Parts
		Total	\$259.16		
70261	09/18/23	League of Minnesota Cities			
E 101-41110-433		DUES & SUBSRIPT & TR	\$30.00		Minnesota Mayors Association Membership-Whalen
E 101-41320-433		DUES & SUBSRIPT & TR	\$9,791.00	388828	Membership Dues 2023-2024
		Total	\$9,821.00		
70262	09/18/23	LEIF, ISAAC			
E 673-49600-307		PROFESSIONAL SERVIC	\$787.50	03-115	City Council Meetings and Worksession
		Total	\$787.50		

CITY OF MINNETRISTA

09/14/23 1:24 PM

Page 4

***Check Detail Register©**

Batch: 083123 Police PC,Aflac090523,PR08312023,091823AP,091823 2023 RECLAIM,090523PSN,09182023STREET_UTIL

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
70263	09/18/23	LELS			
G 101-2360		PAYROLL CLEARING UN	\$877.50	Sept 2023	PD Union Dues (13x\$67.50)
G 101-2360		PAYROLL CLEARING UN	\$59.16	Sept 2023	CSO Union Dues (2x\$59.16)
		Total	\$936.66		
70264	09/18/23	LEVANEN UNDERGROUND, LLC			
E 602-43251-530		IMPROVEMENTS	\$36,957.10	Pay Voucher	2023 Sanitary Sewer Replacment Project
		Total	\$36,957.10		
70265	09/18/23	LEXISNEXIS RISK DATA MNGMT INC			
E 101-42110-307		PROFESSIONAL SERVIC	\$37.00	1085510-230	Contract Fee
		Total	\$37.00		
70266	09/18/23	LOFFLER			
E 101-41320-410		COMPUTER SERVICES/	\$51.20	006787	Teams Microsoft
E 101-42110-410		COMPUTER SERVICES/	\$50.00	006787	Teams Microsoft
E 101-43121-410		COMPUTER SERVICES/	\$50.00	006787	Teams Microsoft
E 101-41320-410		COMPUTER SERVICES/	\$1,235.64	4460227	General Support
E 101-42110-410		COMPUTER SERVICES/	\$1,765.20	4460227	General Support
E 101-43121-410		COMPUTER SERVICES/	\$264.78	4460227	General Support
E 601-49440-410		COMPUTER SERVICES/	\$573.69	4460227	General Support
E 602-49490-410		COMPUTER SERVICES/	\$573.69	4460227	General Support
		Total	\$4,564.20		
70267	09/18/23	Media Com			
E 673-49600-307		PROFESSIONAL SERVIC	\$374.90		Internet
		Total	\$374.90		
70268	09/18/23	MEDICA			
E 101-41320-131		HEALTH & LIFE INS - E C	\$4,823.78	62596469000	Insurance Premium
E 101-41910-131		HEALTH & LIFE INS - E C	\$1,920.00	62596469000	Insurance Premium
E 101-43121-131		HEALTH & LIFE INS - E C	\$3,916.00	62596469000	Insurance Premium
E 101-42110-131		HEALTH & LIFE INS - E C	\$13,640.00	62596469000	Insurance Premium
E 101-43125-131		HEALTH & LIFE INS - E C	\$925.60	62596469000	Insurance Premium
E 101-45202-131		HEALTH & LIFE INS - E C	\$498.40	62596469000	Insurance Premium
E 601-49440-131		HEALTH & LIFE INS - E C	\$1,924.00	62596469000	Insurance Premium
E 602-49490-131		HEALTH & LIFE INS - E C	\$1,664.00	62596469000	Insurance Premium
E 101-42401-131		HEALTH & LIFE INS - E C	\$2,000.00	62596469000	Insurance Premium
E 101-41320-131		HEALTH & LIFE INS - E C	(\$4,187.86)	62596469000	Cr for Insurance Premium
E 651-49590-131		HEALTH & LIFE INS - E C	\$616.00	62596469000	Insurance Premium
		Total	\$27,739.92		
70269	09/18/23	Metropolitan Council WW Servic			
E 602-49490-438		EXPENSE MWCC	\$32,573.45	0001162013	* Monthly Sewer
		Total	\$32,573.45		
70270	09/18/23	METLIFE			
E 101-41320-131		HEALTH & LIFE INS - E C	\$221.40	KM05399000	Dental Insurance
E 101-42401-131		HEALTH & LIFE INS - E C	\$42.75	KM05399000	Dental Insurance
E 101-41910-131		HEALTH & LIFE INS - E C	\$42.75	KM05399000	Dental Insurance

CITY OF MINNETRISTA

09/14/23 1:24 PM

Page 5

***Check Detail Register©**

Batch: 083123 Police PC,Aflac090523,PR08312023,091823AP,091823 2023 RECLAIM,090523PSN,09182023STREET_UTIL

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43121-131		HEALTH & LIFE INS - E C	\$236.05	KM05399000	Dental Insurance
E 101-43125-131		HEALTH & LIFE INS - E C	\$55.79	KM05399000	Dental Insurance
E 101-45202-131		HEALTH & LIFE INS - E C	\$30.04	KM05399000	Dental Insurance
E 101-42110-131		HEALTH & LIFE INS - E C	\$831.07	KM05399000	Dental Insurance
E 601-49440-131		HEALTH & LIFE INS - E C	\$151.95	KM05399000	Dental Insurance
E 602-49490-131		HEALTH & LIFE INS - E C	\$130.26	KM05399000	Dental Insurance
E 651-49590-131		HEALTH & LIFE INS - E C	\$43.15	KM05399000	Dental Insurance
E 101-41320-131		HEALTH & LIFE INS - E C	(\$128.24)	KM05399000	Dental Insurance-Credit
		Total	\$1,656.97		
70271	09/18/23	METRO SALES INC			
E 101-41320-202		COPY & PRINTING SUPP	\$197.87	INV2350444	Copies
E 101-41910-202		COPY & PRINTING SUPP	\$100.00	INV2350444	Copies
E 101-43121-201		OFFICE SUPPLIES	\$100.00	INV2350444	Copies
E 101-41910-202		COPY & PRINTING SUPP	\$90.00	INV2351359	Copies
E 101-43121-201		OFFICE SUPPLIES	\$81.62	INV2351359	Copies
E 101-42401-202		COPY & PRINTING SUPP	\$100.00	INV2351359	Copies
		Total	\$669.49		
70272	09/18/23	MAMA			
E 101-41320-433		DUES & SUBSRIPT & TR	\$25.00	1588	Luncheon-Kruggel
		Total	\$25.00		
70273	09/18/23	MN Highway Safety & Research			
E 101-42110-434		POLICE TRAINING	\$1,270.00	337900-1028	Class Fee (2)
		Total	\$1,270.00		
70274	09/18/23	MID COUNTY			
E 601-49440-212		MOTOR FUELS AND LUB	\$319.87	25425	Dyed Diesel Fuel
E 602-49490-212		MOTOR FUELS AND LUB	\$319.87	25425	Dyed Diesel Fuel
E 101-43121-212		MOTOR FUELS AND LUB	\$799.68	25425	Dyed Diesel Fuel
E 101-43125-212		MOTOR FUELS AND LUB	\$159.94	25425	Dyed Diesel Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$1,176.81	58049	Squad Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$1,142.58	58104	Squad Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$1,072.92	58158	Squad Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$348.60	58172	Squad Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$1,221.25	58287	Squad Fuel
		Total	\$6,561.52		
70275	09/18/23	MORRIES Parts and Service Group			
E 101-43121-404		VEHICLE & EQUIP MAIN	\$74.32	43143	Oil Change -Truck 10
		Total	\$74.32		
70276	09/18/23	MOTOROLA			
E 101-42110-404		VEHICLE & EQUIP MAIN	\$324.00	8330251989	DVR Repair to Squad
		Total	\$324.00		
70277	09/18/23	MOUND TRUE VALUE HARDWARE			
E 101-42110-211		CLEANING & MAINT SUP	\$1.74	188285	Washers
E 601-49440-322		POSTAGE	\$71.34	188528	water samples to MDH
E 101-45202-401		BLDG/STRUCT MAINTEN	\$7.79	188654	Wasp Trap for Jennings Park

CITY OF MINNETRISTA

09/14/23 1:24 PM

Page 6

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Batch: 083123 Police PC,Aflac090523,PR08312023,091823AP,091823 2023 RECLAIM,090523PSN,09182023STREET_UTIL

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 601-49440-227		UTILITY SYSTEM MAINT	\$4.98	188841	Distilled Water
E 101-42110-211		CLEANING & MAINT SUP	\$27.47	U79547	Soap and Wipes
		Total	\$113.32		
70278	09/18/23	OEM SERVICES			
E 601-49440-401		BLDG/STRUCT MAINTEN	\$184.36	038721	Sidewalk Storm Grate-S WTP
		Total	\$184.36		
70279	09/18/23	OFFICE DEPOT			
E 101-42110-201		OFFICE SUPPLIES	\$91.04	32865471700	Forks and Spoons
E 101-42110-201		OFFICE SUPPLIES	\$15.75	32865552600	Napkins
E 101-42110-201		OFFICE SUPPLIES	\$34.65	32865553500	Plates and Post it Notes
E 101-41320-201		OFFICE SUPPLIES	\$35.00	32888898400	Cups and Plates
E 101-41910-201		OFFICE SUPPLIES	\$35.00	32888898400	Cups and Plates
E 101-42401-201		OFFICE SUPPLIES	\$34.23	32888898400	Cups and Plates
		Total	\$245.67		
70280	09/18/23	PETERS, GARY			
E 101-43121-417		UNIFORMS	\$151.98		Boot reimbursement
		Total	\$151.98		
70281	09/18/23	PLANT & FLANGED EQUIPMENT CO.			
E 601-49440-227		UTILITY SYSTEM MAINT	\$3,113.30	0084684-IN	Hydrant Valve at Well #3 Replacement Parts
		Total	\$3,113.30		
70282	09/18/23	PLUNKETTS			
E 601-49440-227		UTILITY SYSTEM MAINT	\$149.00	8203237	Treatment for Ground Wasps
		Total	\$149.00		
70283	09/18/23	POWER PLAN			
E 101-43121-211		CLEANING & MAINT SUP	\$490.80	P3833701	Tilt Wheel Repair Parts
		Total	\$490.80		
70284	09/18/23	PREMIUM WATERS, INC			
E 101-41940-211		CLEANING & MAINT SUP	\$165.30	605123-08-23	Water
		Total	\$165.30		
70285	09/18/23	RITEWAY			
E 101-41320-202		COPY & PRINTING SUPP	\$230.78	23-32369	Ap Checks
		Total	\$230.78		
70286	09/18/23	SCHMIDT, JESSE			
E 101-42110-417		UNIFORMS	\$111.84		Uniform Reimbursement
		Total	\$111.84		
70287	09/18/23	Stericycle, Inc.			
E 101-41320-307		PROFESSIONAL SERVIC	\$156.10	8004579578	Shredding Services
		Total	\$156.10		
70288	09/18/23	SUN LIFE FINANCIAL			
G 101-2340		PAYROLL CLEARING HE	\$798.44	Oct 2023	LTD
G 101-2340		PAYROLL CLEARING HE	\$519.42	Oct 2023	STD

CITY OF MINNETRISTA

09/14/23 1:24 PM

Page 7

***Check Detail Register©**

Batch: 083123 Police PC,Aflac090523,PR08312023,091823AP,091823 2023 RECLAIM,090523PSN,09182023STREET_UTIL

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$1,317.86		
70289	09/18/23	TASC			
E 101-42110-437		MISCELLANEOUS EXPE	\$40.41	IN2852115	Tasc-Admin Fees
E 101-41320-437		MISCELLANEOUS EXPE	\$20.00	IN2852115	Tasc-Admin Fees
Total			\$60.41		
70290	09/18/23	The Standard			
G 101-2380		PAYROLL CLEARING LIF	\$1,776.20	Oct 2023	* Life Insurance
Total			\$1,776.20		
70291	09/18/23	Toll Gas & Welding Supply			
E 101-43121-224		STREET MAINTENANCE	\$251.60	10528607	Fork Life and Welding Gas refill
E 101-43121-215		SHOP MATERIALS	\$24.60	40181257	Cutting Torch and Welding Gas Cylinder Demurrage
Total			\$276.20		
70292	09/18/23	TRUAX PATIENT SERVICES			
E 101-42110-437		MISCELLANEOUS EXPE	\$169.00	6510	Narcan
Total			\$169.00		
70293	09/18/23	TRUGREEN CHEMLAWN			
E 101-41940-402		LAWN MAINTENANCE	\$1,588.00	182512537	Weed Control and Fertilization
E 601-49440-402		LAWN MAINTENANCE	\$125.00	182512537	Weed Control and Fertilization
E 101-41940-402		LAWN MAINTENANCE	\$692.00	182512537	Weed Control and Fertilization
Total			\$2,405.00		
70294	09/18/23	US BANK CORPORATE SYSTEMS			
E 101-42110-434		POLICE TRAINING	\$400.00		Training (10)
E 101-42110-201		OFFICE SUPPLIES	\$25.24		Batteries
E 101-42110-201		OFFICE SUPPLIES	\$49.47		Flash Drives (3)
E 101-42110-240		SMALL TOOLS AND MIN	\$27.00		Door Stops
E 101-42110-201		OFFICE SUPPLIES	\$26.99		DVD's
E 101-42110-417		UNIFORMS	\$179.98		SWAT Gear
E 101-42110-434		POLICE TRAINING	\$500.00		Class-White and Griggs
E 101-42110-434		POLICE TRAINING	\$584.78		Falls-Airfare/Travel Chiefs Conference
E 101-42110-404		VEHICLE & EQUIP MAIN	\$300.00		Car Wash Cards
E 401-43126-560		EQUIP AND FURNISHIN	\$119.99		Canva Pro Subscription
E 101-41910-201		OFFICE SUPPLIES	\$58.99		Mini Blind
E 101-42401-201		OFFICE SUPPLIES	\$16.65		Card Stock
E 101-41110-437		MISCELLANEOUS EXPE	\$76.63		Council Meeting Food
E 101-41110-437		MISCELLANEOUS EXPE	\$94.62		Council Meeting Food
E 101-41320-433		DUES & SUBSRIPT & TR	\$0.01		Seminar(hotel aje)
E 101-41940-223		BUILDING REPAIR PART	\$61.22		Fuses for AC units at City Hall
E 101-45202-401		BLDG/STRUCT MAINTEN	\$556.00		Dog Waste Station Bags
Total			\$3,077.57		
70295	09/18/23	USA BLUEBOOK			
E 601-49440-227		UTILITY SYSTEM MAINT	\$2,468.52	INV00109484	Water testing chemicals
Total			\$2,468.52		

CITY OF MINNETRISTA

09/14/23 1:24 PM

Page 8

***Check Detail Register©**

Batch: 083123 Police PC,Aflac090523,PR08312023,091823AP,091823 2023 RECLAIM,090523PSN,09182023STREET_UTIL

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
70296	09/18/23	USA SECURITY			
E 101-42110-404		VEHICLE & EQUIP MAIN	\$104.97	12403769	Monthly Monitoring
		Total	\$104.97		
70297	09/18/23	VERIZON WIRELESS			
E 101-42110-321		TELEPHONE	\$387.09	9942761932	PD Cell phones
E 101-41940-321		TELEPHONE	\$465.13	9942761932	Admin Cell phones
E 101-43121-321		TELEPHONE	\$81.13	9942761932	PW Cell Phones
E 602-49490-227		UTILITY SYSTEM MAINT	\$81.13	9942761932	PW Cell Phones
E 601-49440-227		UTILITY SYSTEM MAINT	\$117.39	9942761932	PW Cell Phones
E 651-49590-224		STREET MAINTENANCE	\$13.34	9942761932	PW Cell Phones
E 101-43121-224		STREET MAINTENANCE	\$13.34	9942761932	PW Cell Phones
E 602-49490-227		UTILITY SYSTEM MAINT	\$43.67	9942761932	PW Cell Phones
E 401-42110-560		EQUIP AND FURNISHIN	\$280.10	9942800856	MDC Connections
		Total	\$1,482.32		
70298	09/18/23	WHITE, BRANDON			
E 101-42110-417		UNIFORMS	\$75.15		Bag
		Total	\$75.15		
70299	09/18/23	Wm Mueller & Sons Inc.			
E 101-43121-224		STREET MAINTENANCE	\$101.60	292285	Aphalt for Patching
E 101-43121-224		STREET MAINTENANCE	\$89.60	292349	Patching Holes in Hunters Crest
		Total	\$191.20		
70300	09/18/23	WSB & ASSOCIATES			
G 801-1170		LAND USE RECEIVABLE	\$414.00		* Woodland Cove 8th Addn
G 801-1170		LAND USE RECEIVABLE	\$790.00		* Site Plan and Final Plat Mackentunes Dev
E 651-49590-303		ENGINEERING SERV	\$335.25	R-013428-00	MS4 Services
E 101-42401-303		ENGINEERING SERV	\$180.00	R-015299-00	* Bldg Permits/Review 2020
E 101-42401-303		ENGINEERING SERV	\$4,360.00	R-019691-00	* Bldg Permits/Review 2022
E 433-43122-303		ENGINEERING SERV	\$20,822.67	R-020668-00	2023 Street and Utility Reconstruction
E 601-43241-303		ENGINEERING SERV	\$19,597.79	R-020668-00	2023 Street and Utility Reconstruction
E 602-49490-303		ENGINEERING SERV	\$408.29	R-020668-00	2023 Street and Utility Reconstruction
E 406-43121-303		ENGINEERING SERV	\$23,896.75	R-020670-00	2023 Street Reclamation
E 406-43121-303		ENGINEERING SERV	\$102.00	R-020673-00	10 Year Street CIP
E 433-43122-303		ENGINEERING SERV	\$20,271.10	R-020764-00	2023 Overlay Project
E 601-43241-303		ENGINEERING SERV	\$213.38	R-020764-00	2023 Overlay Project
E 602-49490-303		ENGINEERING SERV	\$853.52	R-020764-00	2023 Overlay Project
E 407-45202-303		ENGINEERING SERV	\$953.50	R-021220-00	2023 Engineering Misc
E 101-43121-307		PROFESSIONAL SERVIC	\$974.50	R-021220-00	2023 Engineering Misc
E 101-42401-303		ENGINEERING SERV	\$700.00	R-021390-00	* Bldg Permits/Review 2023
E 601-49440-303		ENGINEERING SERV	\$500.00	R-021449-00	General Engineering Svcs
E 602-49490-303		ENGINEERING SERV	\$500.00	R-021449-00	General Engineering Svcs
E 651-49590-303		ENGINEERING SERV	\$500.00	R-021449-00	General Engineering Svcs
E 101-42600-303		ENGINEERING SERV	\$1,000.00	R-021449-00	General Engineering Svcs
E 404-45202-303		ENGINEERING SERV	\$1,697.50	R-021557-00	Gene Lehner Park Design and Construction
G 801-1170		LAND USE RECEIVABLE	\$1,752.00	R-021587-00	* 2023 WCA Services
E 602-49490-303		ENGINEERING SERV	\$2,187.00	R-021703-00	2023 Sanitary Sewer Replacement Proj
E 602-49490-303		ENGINEERING SERV	\$257.50	R-021899-00	2023 GIS Services

CITY OF MINNETRISTA

09/14/23 1:24 PM

Page 9

***Check Detail Register©**

Batch: 083123 Police PC,Aflac090523,PR08312023,091823AP,091823 2023 RECLAIM,090523PSN,09182023STREET_UTIL

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 406-43121-303		ENGINEERING SERV	\$484.50	R-023081-00	2023 Pavement Maintenance Project
		Total	\$103,751.25		
70301	09/18/23	XCEL ENERGY			
E 101-41940-381		ELECTRIC UTILITIES	\$1,469.19	51-6565407-3	Electricity-City Hall
E 101-43121-381		ELECTRIC UTILITIES	\$351.29	51-6565407-3	Electricity-Police
E 101-43121-381		ELECTRIC UTILITIES	\$71.32	51-6565407-3	Electricity-PW
E 101-43160-381		ELECTRIC UTILITIES	\$47.71	51-6565407-3	Electricity-Signal Sunnyfield
E 101-45202-401		BLDG/STRUCT MAINTEN	\$16.90	51-6565407-3	Electricity-Hunters Trail
E 101-43160-381		ELECTRIC UTILITIES	\$54.17	51-6565407-3	Electricity-MnDot Signal
E 602-49490-381		ELECTRIC UTILITIES	\$2,017.24	51-6565409-5	Electricity-Lift Stations
		Total	\$4,027.82		
1002776 e	09/05/23	AFLAC			
G 101-2348		AFLAC INS	\$225.75		* Aflac Supplemental Insurance
		Total	\$225.75		
1002777 e	09/05/23	Internal Revenue Service			
G 101-2300		PAYROLL CLEARING FE	\$12,056.47		* PR - Fed w/h
G 101-2320		PAYROLL CLEARING FIC	\$12,556.92		* PR - SS/Medicare w/h
		Total	\$24,613.39		
1002778 e	09/05/23	MINNESOTA DEPT. OF REV.			
G 101-2310		PAYROLL CLEARING ST	\$5,727.77		* State w/h
		Total	\$5,727.77		
1002779 e	09/05/23	Public Employees Retirement			
G 101-2330		PAYROLL CLEARING PE	\$25,525.27		* Pera w/h
		Total	\$25,525.27		
1002780 e	09/05/23	EDWARD JONES			
G 101-2370		PAYROLL CLEARING DE	\$2,447.71		* Deferred Comp w/h
		Total	\$2,447.71		
1002781 e	09/05/23	Optum			
G 101-2347		HSA CLEARING ACCT	\$4,828.55		HSA Employer and Employee Cont
		Total	\$4,828.55		
1002782 e	09/05/23	ICMA			
G 101-2370		PAYROLL CLEARING DE	\$400.00		* Roth IRA Contributions
		Total	\$400.00		
1002783 e	09/05/23	HCSP			
G 101-2370		PAYROLL CLEARING DE	\$250.00		* HCSP Retirement
		Total	\$250.00		
1002784 e	08/31/23	Petty Cash			
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$56.12		meeting expenses
E 101-42110-307		PROFESSIONAL SERVIC	\$10.00		dubbed vhs to dvd
E 101-42110-322		POSTAGE	\$25.08		Postage
		Total	\$91.20		

CITY OF MINNETRISTA

09/14/23 1:24 PM

Page 10

***Check Detail Register©**

Batch: 083123 Police PC,Aflac090523,PR08312023,091823AP,091823 2023 RECLAIM,090523PSN,09182023STREET_UTIL

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1002785 e	09/18/23	ASPHALT SURFACE TECH CORP			
E 433-43122-530		IMPROVEMENTS	\$216,533.79	09182023	2023 STREET IMP PROJECT_PAY VOUCHER 3
		Total	\$216,533.79		
1002786 e	09/07/23	PSN			
E 601-49440-307		PROFESSIONAL SERVIC	\$522.91	9/5/23	MONTHLY ONLINE PAYMENT FEES AUGUST 2023_WATER
E 602-49490-307		PROFESSIONAL SERVIC	\$522.92	9/5/23	MONTHLY ONLINE PAYMENT FEES AUGUST 2023_SEWER
E 651-49590-307		PROFESSIONAL SERVIC	\$348.61	9/5/23	MONTHLY ONLINE PAYMENT FEES AUGUST 2023_SWM
E 671-43230-307		PROFESSIONAL SERVIC	\$348.61	9/5/23	MONTHLY ONLINE PAYMENT FEES AUGUST 2023_RECYCLING
		Total	\$1,743.05		
1002787 e	09/18/23	LaTour Construction, Inc.			
E 433-43122-530		IMPROVEMENTS	\$567,157.81	09/18/2023	2023 Street Reconstruction & Utility Imp Proj Pay Voucher 3
E 601-43241-530		IMPROVEMENTS	\$533,795.58	09/18/2023	2023 Street Reconstruction & Utility Imp Proj Pay Voucher 3
E 602-43251-530		IMPROVEMENTS	\$11,120.74	09/18/2023	2023 Street Reconstruction & Utility Imp Proj Pay Voucher 3
		Total	\$1,112,074.13		
		1010 1ST BK OF THE LAKES	\$1,937,342.41		

Fund Summary

1010 1ST BK OF THE LAKES	
101 GENERAL FUND	\$312,559.23
401 CAPITAL IMPROVEMENT PROGRAM	\$400.09
404 PARK DEDICATION FUND	\$1,936.75
406 ROAD MAINTENANCE FUND	\$24,483.25
407 TREE REPLACEMENT FUND	\$953.50
433 2023 STREET PROJECTS	\$824,785.37
601 WATER FUND	\$584,772.13
602 SEWER FUND	\$181,128.73
651 STORM WATER MGMT FUND	\$1,856.35
671 RECYCLING FUND	\$348.61
673 CABLE	\$1,162.40
801 LANDUSE AGENCY	\$2,956.00
	\$1,937,342.41

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM 4G & 4H

Subject: Application from Nathan Fair on behalf of Harriet A. Ellis Trust for a lakeshore, street side, and side yard setback variances at 3790 Enchanted Lane

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

Meeting Date: September 18, 2023

Issue: This request was presented to the City Council at the September 6th meeting. After discussing the request and reviewing the entire record before them, the City Council directed staff to prepare the attached resolutions.

Recommended Action: Motion to adopt a resolution approving lakeshore and streetside setback variances at 3790 Enchanted Lane and adopt a resolution denying side yard setback variances at 3790 Enchanted Lane.

Attachments:

1. Res. No. 82-23 Approving Lakeshore and Streetside Setback Variances at 3790 Enchanted Lane
2. Res. No. 83-23 Denying Side Yard Setback Variances at 3790 Enchanted Lane

Mission Statement:

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

RESOLUTION NO. _82-23

CITY OF MINNETRISTA

**RESOLUTION APPROVING VARIANCES FOR REDUCED
LAKESHORE AND STREET SETBACKS FOR THE PROPERTY
LOCATED AT 3790 ENCHANTED LANE**

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

WHEREAS, the Harriet A. Ellis Trust (the “Owner”) is the fee owner of the property located at 3790 Enchanted Lane, PID 25-117-24-43-0003 (the “Property”) which is legally described on Exhibit A attached hereto; and

WHEREAS, Nathan Fair (the “Applicant”) who has a purchase agreement to purchase the Property from the Owner has made requests for a lakeshore setback variance from 75 feet to 41 feet and a street setback variance from 35 feet to 26.3 feet to allow for a new single-family home to be constructed on the Property; and

WHEREAS, the Property is zoned R-1, Low Density Single Family Residence; and

WHEREAS, the City has adopted a zoning ordinance and other official controls to protect the character of properties and areas within the community, promote the proper use of land and structures, fix reasonable standards to which buildings, structures and land must conform for the benefit of all, and prohibit the use of buildings, structures and lands in a manner which is incompatible with the intended use or development of lands within the specified zones; and

WHEREAS, the City Council may grant variances from the strict application of the provisions of the zoning ordinance where there exists practical difficulties and impose conditions and safeguards on any variance so granted, but no variance may be granted unless the City Council finds that doing so would be consistent with the criteria established in City Code Section 505.15, subdivision 1, including findings that the granting of the variance is in harmony with the general purposes and intent of the City’s zoning regulations, is consistent with the Comprehensive Plan, and the Applicant has established that there are practical difficulties in complying with the City’s zoning regulations; and

WHEREAS, “practical difficulties” mean that the property owner proposes to use the property in a reasonable manner not permitted by the City’s zoning regulations, the plight of the property owner

is due to circumstances unique to the property not created by the landowner, and the variance, if granted, would not alter the essential character of the locality; and

WHEREAS, economic considerations alone do not constitute practical difficulties; and

WHEREAS, the Planning Commission held a duly noticed public hearing on August 28, 2023 on the granting of the variances, at which public hearing all persons wishing to express an opinion were given an opportunity to do so; and

WHEREAS, following the public hearing, the Planning Commission recommended denial of the lakeshore and street setback variances along with the denial of another associated variance (side yard setback); and

WHEREAS, the item was reviewed by the City Council at its September 6, 2023 meeting; and

WHEREAS, at its meeting on September 6, 2023, the City Council received testimony from the Applicant and other interested persons regarding the application.

NOW, THEREFORE, BE IT RESOLVED, that, based on a review of the plans and drawings presented by the Applicant, the staff report, the minutes of the Planning Commission meeting, and after consideration of all written and oral comments concerning the variance requests, the City Council makes the following findings of fact:

1. The lakeshore and street setback variances are in harmony with the general purposes and intent of the City's zoning regulations. The Applicant has taken into consideration the street and lakeshore setbacks of the nearby homes in order to assimilate the new home into the neighborhood.
2. The lakeshore and street setback variances are consistent with the Comprehensive Plan. The Property and the surrounding area are guided for long term Residential Low per the 2040 Comprehensive Plan. The proposed lakeshore and street setback variances do not alter the future use of the Property and thus remain consistent with the long-term goals for the area. In addition to simply complying with the Comprehensive Plan, the proposed new home preserves the neighboring riparian views because it does not extend in front of the existing neighboring homes.
3. The Applicant is proposing to build a single-family home on the Property which is a permitted use in the zoning district. It is a two-story home which is reasonable given there is not a basement in the proposed home due to problems with the soil and elevation. This is a reasonable use of the Property that is permitted by the City's zoning regulations.
4. The Property is a non-conforming lot of record, which was created before current setback and lot size requirements were in place. When all of the current setbacks are applied, the building pad is rather small. Furthermore, Enchanted Lane does not travel within the platted right-of-way and is actually located in the middle of the lot which contributes to the small building pad. Therefore, the plight of the landowner is due to circumstances unique to the Property that were not created by the landowner.

5. The home on the Property will not alter the essential character of the locality because it is a single-family home which is consistent with other homes in the neighborhood.

RESOLVED, by the City Council of the City of Minnetrista, based on the above findings of fact, each of which is hereby adopted, the lakeshore setback variance and the street setback variance requested by the Applicant are hereby approved.

This resolution was adopted by the City Council of the City of Minnetrista on the 18th day of September, 2023 by a vote of _____ ayes and _____ nays.

Lisa Whalen, Mayor

ATTEST:

Angela Boll, Deputy City Clerk

(SEAL)

EXHIBIT A

Legal Description of 3790 Enchanted Lane:

The South 57.65 feet of Lot Twelve (12), ENCHANTED ISLAND PARK, according to the recorded plat thereof, measured at right angles from the South line of said lot, except the North Forty (40) feet front and rear thereof, and:

All the part of Lots Twelve (12) and Thirteen (13) in ENCHANTED ISLAND PARK according to the recorded plat thereof, described as follows: Beginning at a point on the shore of Lake Minnetonka, which point is Ninety-Five (95) feet North from the Southwest corner of Lot Thirteen (13); thence Northerly along lakeshore Fifty (50) feet; thence Easterly and parallel with the South line of Lot Twelve (12) to the East line of Lot Twelve (12); thence Southerly along the East line of Lots Twelve (12) and Thirteen (13) to a point in the East line of Lot Thirteen (13) which point is Ninety-seven and fifty-eight hundredths (97.58) feet North from the Southeast corner of Lot Thirteen (13); thence Westerly to the place of beginning.

RESOLUTION NO. 83-23

CITY OF MINNETRISTA

**RESOLUTION DENYING A VARIANCE FOR REDUCED SIDE YARD
SETBACKS FOR THE PROPERTY LOCATED AT 3790 ENCHANTED
LANE**

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

WHEREAS, the Harriet A. Ellis Trust (the “Owner”) is the fee owner of the property located at 3790 Enchanted Lane, PID 25-117-24-43-0003 (the “Property”) which is legally described on Exhibit A attached hereto; and

WHEREAS, Nathan Fair (the “Applicant”) who has a purchase agreement to purchase the Property from the Owner has made a request for side yard setback variances from 15 feet to 6.1 feet and 10.1 feet to allow for a new single-family home to be constructed on the Property; and

WHEREAS, the Property is zoned R-1, Low Density Single Family Residence; and

WHEREAS, the City has adopted a zoning ordinance and other official controls to protect the character of properties and areas within the community, promote the proper use of land and structures, fix reasonable standards to which buildings, structures and land must conform for the benefit of all, and prohibit the use of buildings, structures and lands in a manner which is incompatible with the intended use or development of lands within the specified zones; and

WHEREAS, the City Council may grant variances from the strict application of the provisions of the zoning ordinance where there exists practical difficulties and impose conditions and safeguards on any variance so granted, but no variance may be granted unless the City Council finds that doing so would be consistent with the criteria established in City Code Section 505.15, subdivision 1,

including findings that the granting of the variance is in harmony with the general purposes and intent of the City's zoning regulations, is consistent with the Comprehensive Plan, and the Applicant has established that there are practical difficulties in complying with the City's zoning regulations; and

WHEREAS, "practical difficulties" mean that the property owner proposes to use the property in a reasonable manner not permitted by the City's zoning regulations, the plight of the property owner is due to circumstances unique to the property not created by the landowner, and the variance, if granted, would not alter the essential character of the locality; and

WHEREAS, economic considerations alone do not constitute practical difficulties; and

WHEREAS, the Planning Commission held a duly noticed public hearing on August 28, 2023 on the granting of the variance, at which public hearing all persons wishing to express an opinion were given an opportunity to do so; and

WHEREAS, following the public hearing, the Planning Commission recommended denial of the side yard setback variances along with the denial of other associated variances (lakeshore and street); and

WHEREAS, the item was reviewed by the City Council at its September 6, 2023 meeting; and

WHEREAS, at its meeting on September 6, 2023, the City Council received testimony from the Applicant and other interested persons regarding the application.

NOW, THEREFORE, BE IT RESOLVED, that, based on a review of the plans and drawings presented by the Applicant, the staff report, the minutes of the Planning Commission meeting, and after consideration of all written and oral comments concerning the variance request, the City Council makes the following findings of fact:

1. The building plans presented by the Applicant to the City Council call for the construction of a six-bedroom 3976 square foot house that is too large for the Property. A more modestly sized or shaped house could be placed on the Property which would reduce the severity of the variance being requested. Therefore, the "practical difficulties" standard is not met.
2. The property to the north has an easement over the Property allowing the placement of a shed and fence on the Property which further reduces the north side yard setback of the house on the Property with respect to these improvements.
3. A variance would alter the essential character of the locality because the new home is too large compared to other homes that are located on similarly sized lots in the neighborhood.
4. The location of the house in relation to the neighboring homes is not reasonable because it will be difficult for emergency vehicles to access the house from the side yards given the reduced setbacks.
5. The location of the house in relation to the neighboring homes is not reasonable because it creates a potential fire hazard, given the fact the structures will be in close proximity to each other and there are no fire hydrants on Enchanted Island.

6. The location of the house in relation to the neighboring homes is not reasonable because it will potentially create stormwater runoff, drainage, and other nuisance issues given the homes' close proximity to one another.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Minnetrista, based on the above findings of fact, each of which is hereby adopted, the side yard setback variances requested by the Applicant are hereby denied.

This resolution was adopted by the City Council of the City of Minnetrista on the 18th day of September, 2023 by a vote of _____ ayes and _____ nays.

Lisa Whalen, Mayor

ATTEST:

Angela Boll, Deputy City Clerk

(SEAL)

EXHIBIT A

Legal Description of 3790 Enchanted Lane:

The South 57.65 feet of Lot Twelve (12), ENCHANTED ISLAND PARK, according to the recorded plat thereof, measured at right angles from the South line of said lot, except the North Forty (40) feet front and rear thereof, and:

All the part of Lots Twelve (12) and Thirteen (13) in ENCHANTED ISLAND PARK according to the recorded plat thereof, described as follows: Beginning at a point on the shore of Lake Minnetonka, which point is Ninety-Five (95) feet North from the Southwest corner of Lot Thirteen (13); thence Northerly along lakeshore Fifty (50) feet; thence Easterly and parallel with the South line of Lot Twelve (12) to the East line of Lot Twelve (12); thence Southerly along the East line of Lots Twelve (12) and Thirteen (13) to a point in the East line of Lot Thirteen (13) which point is Ninety-seven and fifty-eight hundredths (97.58) feet North from the Southeast corner of Lot Thirteen (13); thence Westerly to the place of beginning.

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM 4I & 4J

Subject: Application from Nathan Fair on behalf of Harriet A. Ellis Trust for a lakeshore, street side, and side yard setback variances at 3800 Enchanted Lane

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

Meeting Date: September 18, 2023

Issue: This request was presented to the City Council at the September 6th meeting. After discussing the request and reviewing the entire record before them, the City Council directed staff to prepare the attached resolutions.

Recommended Action: Motion to adopt a resolution approving lakeshore and streetside setback variances at 3800 Enchanted Lane and adopt a resolution denying side yard setback variances at 3800 Enchanted Lane.

Attachments:

1. Res. No. 84-23 Approving Lakeshore and Streetside Setback Variances at 3800 Enchanted Lane
2. Res. No. 85-23 Denying Side Yard Setback Variances at 3800 Enchanted Lane

Mission Statement:

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

RESOLUTION NO. 84-23

CITY OF MINNETRISTA

**RESOLUTION APPROVING VARIANCES FOR REDUCED
LAKESHORE AND STREET SETBACKS FOR THE PROPERTY
LOCATED AT 3800 ENCHANTED LANE**

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

WHEREAS, the Harriet A. Ellis Trust (the “Owner”) is the fee owner of the property located at 3800 Enchanted Lane, PID 25-117-24-43-0005 (the “Property”) which is legally described on Exhibit A attached hereto; and

WHEREAS, Nathan Fair (the “Applicant”) who has a purchase agreement to purchase the Property from the Owner has made requests for a lakeshore setback variance from 75 feet to 39.1 feet and a street setback variance from 35 feet to 26.3 feet to allow for a new single-family home to be constructed on the Property; and

WHEREAS, the Property is zoned R-1, Low Density Single Family Residence; and

WHEREAS, the City has adopted a zoning ordinance and other official controls to protect the character of properties and areas within the community, promote the proper use of land and structures, fix reasonable standards to which buildings, structures and land must conform for the benefit of all, and prohibit the use of buildings, structures and lands in a manner which is incompatible with the intended use or development of lands within the specified zones; and

WHEREAS, the City Council may grant variances from the strict application of the provisions of the zoning ordinance where there exists practical difficulties and impose conditions and safeguards on any variance so granted, but no variance may be granted unless the City Council finds that doing so would be consistent with the criteria established in City Code Section 505.15, subdivision 1, including findings that the granting of the variance is in harmony with the general purposes and intent of the City’s zoning regulations, is consistent with the Comprehensive Plan, and the Applicant has established that there are practical difficulties in complying with the City’s zoning regulations; and

WHEREAS, “practical difficulties” mean that the property owner proposes to use the property in a reasonable manner not permitted by the City’s zoning regulations, the plight of the property owner

is due to circumstances unique to the property not created by the landowner, and the variance, if granted, would not alter the essential character of the locality; and

WHEREAS, economic considerations alone do not constitute practical difficulties; and

WHEREAS, the Planning Commission held a duly noticed public hearing on August 28, 2023 on the granting of the variances, at which public hearing all persons wishing to express an opinion were given an opportunity to do so; and

WHEREAS, following the public hearing, the Planning Commission recommended denial of the lakeshore and street setback variances along with the denial of another associated variance (side yard setback); and

WHEREAS, the item was reviewed by the City Council at its September 6, 2023 meeting; and

WHEREAS, at its meeting on September 6, 2023, the City Council received testimony from the Applicant and other interested persons regarding the application.

NOW, THEREFORE, BE IT RESOLVED, that, based on a review of the plans and drawings presented by the Applicant, the staff report, the minutes of the Planning Commission meeting, and after consideration of all written and oral comments concerning the variance requests, the City Council makes the following findings of fact:

1. The lakeshore and street setback variances are in harmony with the general purposes and intent of the City's zoning regulations. The Applicant has taken into consideration the street and lakeshore setbacks of the nearby homes in order to assimilate the new home into the neighborhood.
2. The lakeshore and street setback variances are consistent with the Comprehensive Plan. The Property and the surrounding area are guided for long term Residential Low per the 2040 Comprehensive Plan. The proposed lakeshore and street setback variances do not alter the future use of the Property and thus remain consistent with the long-term goals for the area. In addition to simply complying with the Comprehensive Plan, the proposed new home preserves the neighboring riparian views because it does not extend in front of the existing neighboring homes.
3. The Applicant is proposing to build a single-family home on the Property which is a permitted use in the zoning district. It is a two-story home which is reasonable given there is not a basement in the proposed home due to problems with the soil and elevation. This is a reasonable use of the Property that is permitted by the City's zoning regulations.
4. The Property is a non-conforming lot of record, which was created before current setback and lot size requirements were in place. When all of the current setbacks are applied, the building pad is rather small. Furthermore, Enchanted Lane does not travel within the platted right-of-way and is actually located in the middle of the lot which contributes to the small building pad. Therefore, the plight of the landowner is due to circumstances unique to the Property that were not created by the landowner.

5. The home on the Property will not alter the essential character of the locality because it is a single-family home which is consistent with other homes in the neighborhood.

RESOLVED, by the City Council of the City of Minnetrista, based on the above findings of fact, each of which is hereby adopted, the lakeshore setback variance and the street setback variance requested by the Applicant are hereby approved.

This resolution was adopted by the City Council of the City of Minnetrista on the 18th day of September, 2023 by a vote of _____ ayes and _____ nays.

Lisa Whalen, Mayor

ATTEST:

Angela Boll, Deputy City Clerk

(SEAL)

EXHIBIT A

Legal Description of 3800 Enchanted Lane:

That part of Lot 13, ENCHANTED ISLAND PARK, lying southerly of the following described line and its westerly extension: Commencing at a point on the southerly line of Lot 15, ENCHANTED ISLAND PARK, distant 228.73 feet westerly from the southeasterly corner of said Lot 15; thence on an assumed bearing of North 08 degrees 52 minutes East along a line hereinafter referred to as "Line A" drawn to a point on the southerly line of said Lot 13, distant 230.83 feet westerly from the southeasterly corner of said Lot 13; thence continuing North 8 degrees 52 minutes East along said "Line A" a distance of 88.05 feet to the point of ending of said "Line A", said point of ending being the point of beginning of the line being described; thence South 89 degrees 07 minutes 30 seconds East to the easterly line of said Lot 13, and there ending, and lying northerly of the following described line and its easterly and westerly extensions: Commencing at the intersection of said "Line A" with the southerly line of said Lot 13; thence North 08 degrees 52 minutes East along said "Line A" a distance of 38.48 feet to the point of beginning of the line being described; thence South 87 degrees 45 minutes 40 seconds East to the easterly line of said Lot 13, and there ending, according to the plat thereof on file and of record in office of the Register of Deeds, in and for Hennepin County, Minnesota.

RESOLUTION NO. 85-23

CITY OF MINNETRISTA

**RESOLUTION DENYING A VARIANCE FOR REDUCED SIDE YARD
SETBACKS FOR THE PROPERTY LOCATED AT 3800 ENCHANTED
LANE**

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

WHEREAS, the Harriet A. Ellis Trust (the “Owner”) is the fee owner of the property located at 3800 Enchanted Lane, PID 25-117-24-43-0005 (the “Property”) which is legally described on Exhibit A attached hereto; and

WHEREAS, Nathan Fair (the “Applicant”) who has a purchase agreement to purchase the Property from the Owner made a request for side yard setback variances from 15 feet to 6 feet and 6.3 feet to allow for a new single-family home to be constructed on the Property; and

WHEREAS, the Property is zoned R-1, Low Density Single Family Residence; and

WHEREAS, the City has adopted a zoning ordinance and other official controls to protect the character of properties and areas within the community, promote the proper use of land and structures, fix reasonable standards to which buildings, structures and land must conform for the benefit of all, and prohibit the use of buildings, structures and lands in a manner which is incompatible with the intended use or development of lands within the specified zones; and

WHEREAS, the City Council may grant variances from the strict application of the provisions of the zoning ordinance where there exists practical difficulties and impose conditions and safeguards on any variance so granted, but no variance may be granted unless the City Council finds that doing so would be consistent with the criteria established in City Code Section 505.15, subdivision 1, including findings that the granting of the variance is in harmony with the general purposes and intent of the City's zoning regulations, is consistent with the Comprehensive Plan, and the Applicant has established that there are practical difficulties in complying with the City's zoning regulations; and

WHEREAS, "practical difficulties" mean that the property owner proposes to use the property in a reasonable manner not permitted by the City's zoning regulations, the plight of the property owner is due to circumstances unique to the property not created by the landowner, and the variance, if granted, would not alter the essential character of the locality; and

WHEREAS, economic considerations alone do not constitute practical difficulties; and

WHEREAS, the Planning Commission held a duly noticed public hearing on August 28, 2023 on the granting of the variance, at which public hearing all persons wishing to express an opinion were given an opportunity to do so; and

WHEREAS, following the public hearing, the Planning Commission recommended denial of the side yard setback variances along with the denial of other associated variances (lakeshore and right-of-way); and

WHEREAS, the item was reviewed by the City Council at its September 6, 2023 meeting; and

WHEREAS, at its meeting on September 6, 2023, the City Council received testimony from the Applicant and other interested persons regarding the application.

NOW, THEREFORE, BE IT RESOLVED, that, based on a review of the plans and drawings presented by the Applicant, the staff report, the minutes of the Planning Commission meeting, and after consideration of all written and oral comments concerning the variance request, the City Council makes the following findings of fact:

1. The building plans presented by the Applicant to the City Council call for the construction of a four-bedroom 2,797 square foot house that is too large for the Property. A more modestly sized or shaped house could be placed on the Property which would reduce the severity of the variance being requested. Therefore, the "practical difficulties" standard is not met.
2. A variance would alter the essential character of the locality because the new home is too large compared to other homes that are located on similarly sized lots in the neighborhood.
3. The location of the house in relation to the neighboring homes is not reasonable because it will be difficult for emergency vehicles to access the house from the side yards given the reduced setbacks.
4. The location of the house in relation to the neighboring homes is not reasonable because it creates a potential fire hazard, given the fact the structures will be in close proximity to each other and there are no fire hydrants on Enchanted Island.

5. The location of the house in relation to the neighboring homes is not reasonable because it will potentially create stormwater runoff, drainage, and other nuisance issues given the homes' close proximity to one another.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Minnetrista, based on the above findings of fact, each of which is hereby adopted, the side yard setback variances requested by the Applicant are hereby denied.

This resolution was adopted by the City Council of the City of Minnetrista on the 18th day of September, 2023 by a vote of _____ ayes and _____ nays.

Lisa Whalen, Mayor

ATTEST:

Angela Boll, Deputy City Clerk

(SEAL)

EXHIBIT A

Legal Description of 3800 Enchanted Lane:

That part of Lot 13, ENCHANTED ISLAND PARK, lying southerly of the following described line and its westerly extension: Commencing at a point on the southerly line of Lot 15, ENCHANTED ISLAND PARK, distant 228.73 feet westerly from the southeasterly corner of said Lot 15; thence on an assumed bearing of North 08 degrees 52 minutes East along a line hereinafter referred to as "Line A" drawn to a point on the southerly line of said Lot 13, distant 230.83 feet westerly from the southeasterly corner of said Lot 13; thence continuing North 8 degrees 52 minutes East along said "Line A" a distance of 88.05 feet to the point of ending of said "Line A", said point of ending being the point of beginning of the line being described; thence South 89 degrees 07 minutes 30 seconds East to the easterly line of said Lot 13, and there ending, and lying northerly of the following described line and its easterly and westerly extensions: Commencing at the intersection of said "Line A" with the southerly line of said Lot 13; thence North 08 degrees 52 minutes East along said "Line A" a distance of 38.48 feet to the point of beginning of the line being described; thence South 87 degrees 45 minutes 40 seconds East to the easterly line of said Lot 13, and there ending, according to the plat thereof on file and of record in office of the Register of Deeds, in and for Hennepin County, Minnesota.

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM 4K

Subject: Sidewalk Easement at 4538 Woodland Cove Parkway

Prepared By: Nickolas Olson, Senior City Planner

Through: David Abel, Community Development Director

Meeting Date: September 18, 2023

Issue: A segment of sidewalk was constructed on private property at 4538 Woodland Cove Parkway, which is currently owned by M/I Homes of Minneapolis/St. Paul, LLC. The location of the sidewalk was discovered when a new home permit was submitted for 4538 Woodland Cove Parkway. It's unclear how the sidewalk ended up on private property, but it was likely an adjustment made in the field.

<p><u>Recommended City Council Action:</u> Motion to Adopt a Resolution Accepting a Sidewalk Easement from M/I Homes of Minneapolis/St. Paul, LLC at 4538 Woodland Cove Parkway.</p>

Attachments:

1. Res. No. 86-23 Accepting a Sidewalk Easement from M/I Homes of Minneapolis/St. Paul, LLC at 4538 Woodland Cove Parkway

Mission Statement:

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

RESOLUTION NO. 86-23

CITY OF MINNETRISTA

**RESOLUTION ACCEPTING A SIDEWALK EASEMENT FROM M/I
HOMES OF MINNEAPOLIS/ST. PAUL, LLC AT 4538 WOODLAND
COVE PARKWAY**

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

WHEREAS, M/I Homes of Minneapolis/St. Paul, LLC, a Minnesota limited liability company (the “Applicant”) is the fee owner of the property legally described in the Sidewalk Easement attached hereto; and

WHEREAS, the Applicant submitted for a new home permit at 4538 Woodland Cove Parkway (the “Property”); and

WHEREAS, upon review of the materials submitted with the new home permit, City staff discovered a portion of sidewalk adjacent to the Property was actually constructed on the Property and outside of city right-of-way; and

WHEREAS, in order for City staff to complete its review of the new home permit, an easement over the sidewalk must be granted by the Applicant.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Minnetrista, Minnesota accepts a sidewalk easement at 4538 Woodland Cove Parkway in the general form attached hereto.

This resolution was adopted by the City Council of the City of Minnetrista on the 18th day of September, 2023 by a vote of _____ ayes and _____ nays.

Lisa Whalen, Mayor

ATTEST:

Angela Boll, Deputy City Clerk

(SEAL)

EXHIBIT A

Form of Subdivision Agreement

SIDEWALK EASEMENT

THIS INSTRUMENT is made by M/I Homes of Minneapolis/St. Paul, LLC, a Minnesota limited liability company, Grantor, in favor of the City of Minnetrista, a Minnesota municipal corporation, Grantee.

Recitals

A. Grantor is the fee owner of the following described property in Hennepin County, Minnesota (the “Property”):

Lot 1, Block 3, WOODLAND COVE 8TH ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota

B. Grantor desires to grant to the Grantee an easement, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee the following easement:

A perpetual nonexclusive easement for sidewalk purposes over, under, across and through that part of the Property lying northwesterly of the following described line:

Commencing at the most westerly corner of said Lot 1; thence on an assuming bearing of North 59 degrees 43 minutes 48 seconds East, along the northwesterly line of said Lot 1 to the point of beginning of the line to be described; thence South 46 degrees 30 minutes 03 seconds West a distance of 2.86 feet; thence southwesterly 18.93 feet along a tangential

curve concave to the southeast having a radius of 29.54 feet and a central angle of 36 degrees 43 minutes 08 seconds to the southwesterly line of said Lot 1, and said line there terminating.

Said easement area is depicted on the attached Exhibit A.

2. Scope of Easement. The perpetual sidewalk easement granted herein includes the right of the Grantee, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing within the described easement area a public sidewalk or improvements of any type that are not inconsistent with such use.

The easement granted herein also includes the right to cut, trim, or remove from the easement areas trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the easement of the Grantee, its successors or assigns.

3. Warranty of Title. The Grantor warrants it is the owner of the Property and has the right, title, and capacity to convey to the Grantee the easement herein.

4. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor and its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this _____ day of _____, 2023.

M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC
a Minnesota limited liability company

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, the _____ of M/I Homes of Minneapolis/St. Paul, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

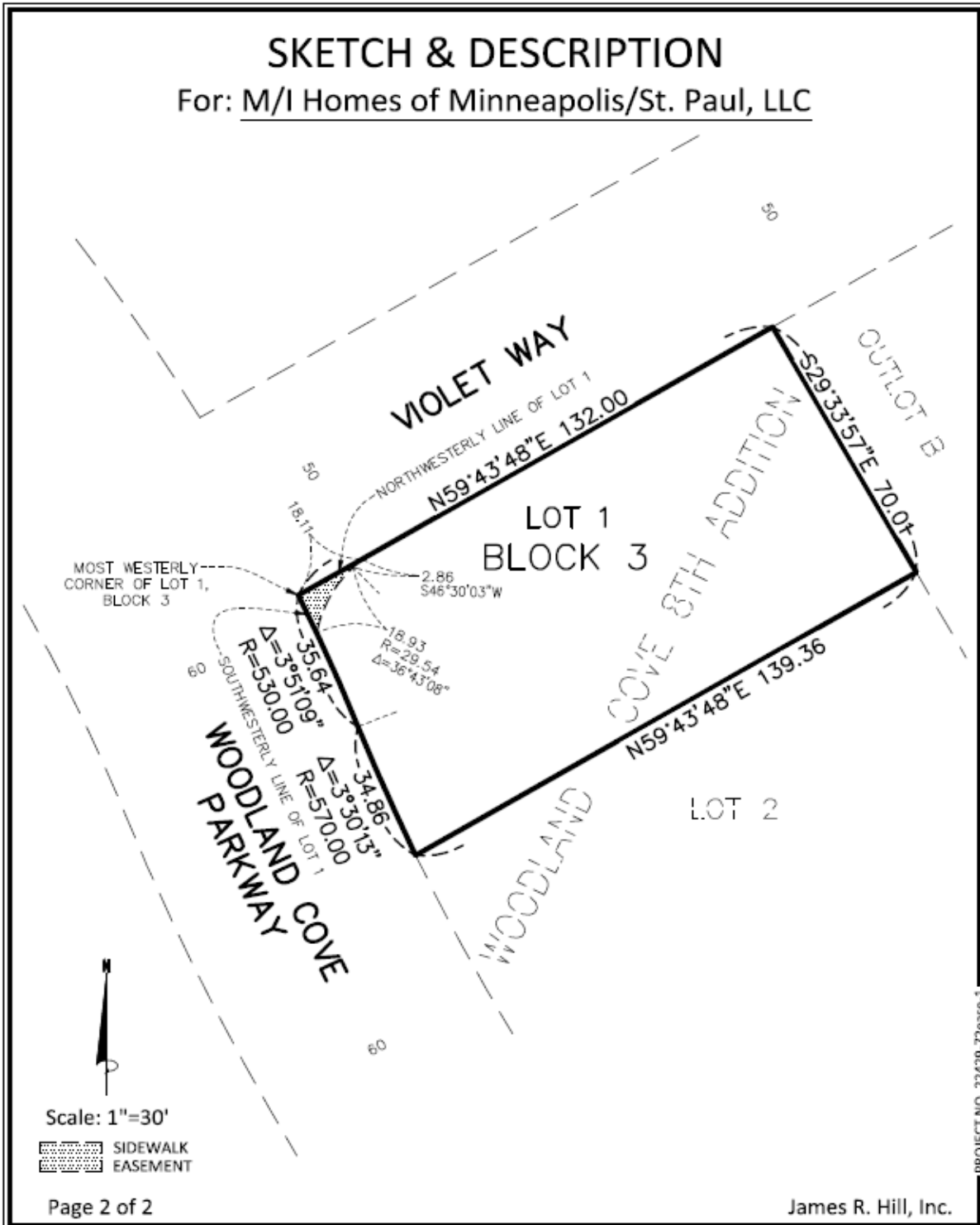
NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (SJS)
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Depiction of the Easement Area





Offices in
Minneapolis
Saint Paul
St. Cloud

Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis MN 55402-1299

(612) 337-9300 telephone
(612) 337-9310 fax
<http://www.kennedy-graven.com>
Affirmative Action, Equal Opportunity Employer

ROBERT J. V. VOSE

Attorney at Law

Direct Dial (612) 337-9275

Email: rvose@kennedy-graven.com

MEMORANDUM

Date: September 13, 2023
To: City of Minnetrista
From: Bob Vose, Kennedy & Graven
Re: Extension of Mediacom Cable Franchise

I have assisted City staff in negotiating an ordinance to extend Mediacom's cable franchise. The City issued a renewed franchise to Mediacom in 2013 with a 10-year term. The franchise allowed the parties to agree to an extension if "the Grantee [Mediacom] has substantially complied with the material terms of the Franchise.... The parties shall work in good faith to address any issues or concerns on mutually acceptable terms."

By letter dated November 22, 2022, Mediacom requested an extension to 2029. We responded by letter dated April 18, 2023, stating that the City would not extend the franchise unless several issues were addressed. Notably, the City previously notified Mediacom that it failed to fully build-out and serve certain areas as required by the franchise. Staff subsequently determined that this issue has been addressed by a combination of Mediacom's recent completion of some system expansion and Midcontinent's plan to expand its service to remaining unserved areas in the City.

The other issues the City asked to address were: updating the franchise's notice provision; clarifying the "competitive equity" provision in relation to Midcontinent's plans, and; discussing an increase in the PEG fee which is currently \$1.20 per mos., per subscriber. I have checked with other cities in the area and the PEG fee is the same or similar to what they require. I have discussed each of these items with Mediacom's counsel and local representatives. The franchise notice provision will be updated by the proposed extension ordinance. Additionally, company representatives confirmed that Mediacom has identified no basis to oppose Midcontinent's current plans. Even if Midcontinent introduces a video service, there will be no basis for opposition as long as Midcontinent obtains a cable franchise. Finally, staff did not identify a reason to increase the PEG fee, and the proposed franchise extension retains the City's rights to take periodic \$.15/mos increases in the future.

Beyond these issues, the proposed franchise extension ordinance will update the description of the system Mediacom is required to maintain, will extend the term for 7 years to 2031. The proposed ordinance will also allow for a further 5 year extension to 2036 if Mediacom fully complies. We view these as positives since a formal franchise renewal process can be time-consuming and expensive.

I recommend approval of the proposed franchise extension ordinance.

CITY OF MINNETRISTA

ORDINANCE NO. 485

**AN ORDINANCE GRANTING MEDIACOM MINNESOTA LLC A
FRANCHISE EXTENSION THROUGH JANUARY 1, 2031 AND MODIFYING
CERTAIN FRANCHISE TERMS**

Whereas, Mediacom Minnesota LLC (“Grantee”) holds a cable communications franchise, adopted on December 16, 2013 with an Effective Date of December 31, 2013 (“Franchise”), for the construction and operation of a cable communications system in the City of Minnetrista, Minnesota (“City”); and

Whereas, the Franchise provides for a five (5) year extension of the Franchise term (“Term”); and

Whereas, the City and Grantee wish to modify certain terms of the Franchise and extend the Term by seven (7) years with an option to extend for an additional five (5) years pursuant to the terms and conditions of the Franchise.

Now, therefore, the City Council of the City of Minnetrista ordains as follows:

Section 1: Extension of Franchise.

(a) The term of the Franchise is hereby amended to expire on January 1, 2031.

(b) Section 2(4) is hereby amended as follows:

2.(4). Term. The term of this Franchise shall be for the period of ten (10) years from the date of acceptance by Grantee, unless renewed, revoked or, terminated sooner as herein provided (“Initial Term”). The Initial Term has been extended for an additional seven (7) years to January 1, 2031 (“Extended Term”), pursuant to Ordinance No. 485, adopted on September 18, 2023. Grantee may request and City shall grant an additional five (5) year extension of the Extended Term to January 1, 2036, if Grantee has substantially complied with the material terms and conditions of this Franchise. Grantee shall provide written notice to City at least twelve (12) months prior to the end of the Extended Term indicating its compliance with the material terms and conditions of this Franchise. City shall respond within six (6) months of such notice from Grantee by either granting the five (5) year extension or stating in writing any objection the City may have to the five (5) year extension. The parties shall work in good faith to address any issues or concerns on mutually acceptable terms. The Initial Term, the Extended Term and any extension thereof shall be referred to collectively as the “Term.”

Section 2. Modification of Franchise.

- (a) Sections 3.4(a), 10(8) and Exhibit A are hereby deleted.
- (b) Section 9(8) is hereby amended to read:
Reservation of Rights. City and Grantee reserve all rights that they may possess under Applicable Laws unless expressly waived herein or in any amendment hereto including but not limited to Ordinance No.485.
- (c) Exhibit C is amended to read as attached hereto.

Section 4: Effective Date. This Ordinance shall be effective upon its passage and publication in accordance with applicable law and its written acceptance by Grantee.

Adopted this 18th day of September, 2023.

CITY OF MINNETRISTA

Lisa Whalen, Mayor

ATTEST:

Angie Boll, Deputy City Clerk

GRANTEE ACCEPTANCE:

The Ordinance is accepted, and Grantee agrees to be bound by its terms and conditions.

MEDIACOM MINNESOTA LLC

By: _____

Its: _____

Dated: _____

EXHIBIT C
DESCRIPTION OF SYSTEM

1. The Cable System shall be designed, constructed, routinely inspected, and maintained to guarantee that the Cable System meets or exceeds the requirements of the most current editions of the National Electrical Code (NFRA 70) and the National Electrical Safety Code (ANSI C2).
2. General Requirements. Grantee shall use equipment used in high-quality, reliable, modem Cable Systems of similar design.
3. General Description. The Cable System shall provide Subscribers with a technically advanced and reliable Cable System.
4. Design. The design of the System shall be based upon a "Fiber to the Node" architecture that will deliver the signals by fiber optics directly to each neighborhood. Grantee may also utilize a "Fiber to the Premises" design in its discretion. The incorporation of stand-by power supplies, strategically placed throughout the System including all hubs, will further reduce the likelihood of Service Interruptions.
5. Technical Standards. The System shall meet or exceed FCC requirements.

CITY OF MINNETRISTA

RESOLUTION NO. 87-23

**RESOLUTION AUTHORIZING PUBLICATION OF
ORDINANCE NO. 485 BY TITLE AND SUMMARY**

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

WHEREAS, the city council of the city of Minnetrista has adopted Ordinance No. 485, An Ordinance Granting Mediacom Minnesota LLC a Franchise Extension Through January 1, 2031 and Modifying Certain Franchise Terms; and

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

WHEREAS, the ordinance is lengthy, consisting of four pages; and

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

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Minnetrista that the city clerk shall cause the following summary of Ordinance No. 485 to be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The city council of the city of Minnetrista has adopted Ordinance No. 485, An Ordinance Granting Mediacom Minnesota LLC a Franchise Extension Through January 1, 2031 and Modifying Certain Franchise Terms. The Ordinance updates the franchise’s notice provision, updates the description of the system Mediacom is required to maintain, and extends the term of the franchise for seven years until 2023. The Ordinance allows for a further five year extension to 2036 if Mediacom fully complies. The full text of Ordinance No. 485 is available for inspection at Minnetrista city hall during regular business hours.

Angie Boll, Deputy City Clerk

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

The resolution was adopted by the city council of the city of Minnetrista on this 18th day of September, 2023, by a vote of ____ ayes and ____ nays.

Lisa Whalen, Mayor

ATTEST:

Angie Boll, Deputy City Clerk

EXHIBIT A

Cable Television Franchise Ordinance

City of Minnetrista, Minnesota

Dated: December 16, 2013

CITY OF MINNETRISTA, MINNESOTA

CABLE TELEVISION FRANCHISE ORDINANCE

December 16, 2013

TABLE OF CONTENTS

SECTION 1 SHORT TITLE AND DEFINITIONS	1
SECTION 2 GRANT OF AUTHORITY	6
SECTION 3 CONSTRUCTION STANDARDS	8
SECTION 4 DESIGN PROVISION	12
SECTION 5 SERVICE PROVISIONS.....	13
SECTION 6 PUBLIC ACCESS PROVISIONS.....	14
SECTION 7 OPERATION AND ADMINISTRATION PROVISIONS	14
SECTION 8 GENERAL FINANCIAL AND INSURANCE PROVISIONS.....	17
SECTION 9 SALE, ABANDONMENT, TRANSFER and REVOCATION	21
SECTION 10 MISCELLANEOUS PROVISIONS	25
SECTION 11 PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS..	27
Exhibit A	System Extension Area
Exhibit B	Ownership
Exhibit C	Description of System
Exhibit D	Consumer Protection and Customer Service Standards
Exhibit E	PEG Access Facilities and Equipment
Exhibit F	Service to Public Facilities
Exhibit G	Franchise Fee Payment Worksheet

ORDINANCE NO. _____

AN ORDINANCE GRANTING A FRANCHISE TO MEDIACOM MINNESOTA LLC TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF MINNETRISTA, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

The City Council of the City of Minnetrista ordains.

STATEMENT OF INTENT AND PURPOSES

The City of Minnetrista intends, by the adoption of this Franchise, to provide for the continued operation about the development of a Mediacom's Cable System, and the improvement and enhancement of it. Such a development can contribute significantly to the communications' needs and desires of the residents and citizens of the City and the public generally. Further, City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of the Cable System.

FINDINGS

The City Council makes the following findings:

1. The Franchise granted to Grantee by City complies with the existing applicable City Code, State statutes, federal laws and regulations; and
2. The Franchise granted to Grantee is nonexclusive.

**SECTION 1
SHORT TITLE AND DEFINITIONS**

(1) Short Title. This Franchise shall be known and cited as the Cable Television Franchise Ordinance.

(2) Definitions. For purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. Words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this section. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

(a) "Actual Cost" means Grantee's cost without any increase due to overhead, interest, profit or administrative expense.

(b) “Applicable Laws” means any local law, or federal or State statute, law, regulation or other final legal authority governing any of the matters addressed in this Franchise.

(c) “Basic Cable Service” means any service tier which includes the lawful retransmission of local television broadcast signals. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b)(7)(1993).

(d) “Cable Act” means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. §§ 521-611 (1982 & Supp. V 1987)) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385 and the Telecommunications Act of 1996, Pub. L. No. 104-458 and as the same may, from time to time, be amended.

(e) “Cable Service” or “Service” means:

(i) The one-way transmission to Subscribers of (i) video programming, or (ii) other programming service; and

(ii) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(f) “Cable System,” or “System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include:

(i) A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;

(ii) A facility that serves Subscribers without using any public rights-of-way;

(iii) A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§ 201-226, except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541) to the extent such facility is used in the transmission of video programming directly to Subscribers; unless the extent of such use is solely to provide interactive on-demand services;

(iv) An open video system that complies with Section 653 of the Cable Act; or

(v) Any facilities of any electric utility used solely for operating its electric utility system.

(g) “Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the Federal Communications Commission.

(h) “City” means the City of Minnetrista, Minnesota as represented by the Council or any official delegate of the Council acting within the scope of its jurisdiction.

(i) “Converter” means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.

(j) “Council” means the City Council of the City of Minnetrista, Minnesota.

(k) “Drop” means the cable that connects the ground block on the Subscriber’s residence to the Node or the Tap on the nearest Feeder Cable of the System.

(l) “FCC” means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

(m) “Feeder Cable” means coaxial cables that run along Streets within the served area and connects between the individual Taps which serve the Drops.

(n) “Franchise” means this Franchise and the regulatory and contractual relationship established hereby.

(o) “Franchise Fee” means any tax, fee or assessment of any kind imposed by the City or any other Governmental Authority on a Grantee or cable Subscriber, or both, solely because of their status as such. The term “Franchise Fee” does not include: (i) any tax, fee or assessment of general applicability (including any such tax, fee or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); (ii) capital costs which are required by the Franchise to be incurred by the Grantee for PEG Access Facilities; (iii) requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages; or (iv) any fee imposed under Title 17 of the United States Code.

(p) “GAAP” means generally accepted accounting principles as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”).

(q) “Governmental Authority” means any court or other federal, State, county, municipal or other governmental department, commission, board, agency or instrumentality.

(r) “Grantee” is Mediacom Minnesota LLC, its agents and employees, lawful successors, transferees or assignees.

(s) “Gross Revenues” means any and all revenues received by the Grantee from or in connection with the operation of the Cable System to provide Cable Services in the Service Area. Gross Revenues shall include, by way of example but not limitation, revenues from Basic Cable Service, all Cable Service fees, premium, pay-per-view, Pay Television, Franchise Fees, late fees, guides, home shopping revenue, Installation and reconnection fees, upgrade and downgrade fees, advertising revenue, Converter rental fees and Lockout Device fees. Gross Revenue shall not include fees for the sale, leasing or servicing of equipment, network capacity and facilities rent for the provision of non-cable services (voice or data services), any fees itemized and passed through as a result of Franchise imposed requirements, tower rent, refundable deposits, bad debt, investment income, or any taxes, fees or assessments of general applicability imposed or assessed by any Governmental Authority. A Franchise Fee is not such a tax, fee or assessment. Gross Revenues shall not include any PEG Fees billed to or collected from Subscribers. The City acknowledges and accepts that Grantee shall maintain its books and records in accordance with GAAP.

(t) “Headend” means the point of origination and processing for most of the signals received by the Cable System from external content providers.

(u) “Installation” means the connection of the System from Feeder Cable to the point of connectivity.

(v) “Node” means a device that consists of receivers and transmitters that amplify signals as they travel away from the Headend and receive upstream signals from connected coaxial legs.

(w) “Non-Standard Installation” means any Drop in excess of Five Hundred (500) feet for a residential property.

(x) “Normal Business Hours” means those hours during which most similar businesses in the City are open to serve customers. In all cases, “Normal Business Hours” must include some evening hours at least one (1) night per week and/or some weekend hours.

(y) “Normal Operating Conditions” means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the System.

(z) “PEG” means public, educational and governmental.

(aa) “Person” means any individual or any association, firm, general partnership, limited partnership, joint stock company, joint venture, trust, corporation, limited liability company or other legally recognized entity, private or public, whether for-profit or not-for-profit.

(bb) “Public, Educational or Government Access Facilities” or “PEG Access Facilities” means:

(i) Channel capacity designated for public, educational or governmental use; and

(ii) Facilities and equipment for the use of such Channel capacity.

(cc) “Service Area” or “Franchise Area” means the entire geographic area within the City as it is now constituted or may in the future be constituted.

(dd) “Service Interruption” means the loss of picture or sound on one 1) or more Cable Channels.

(ee) “Standard Installation” means the first Five Hundred (500) feet of a residential Drop.

(ff) “State” means the State of Minnesota.

(gg) “Street” means any street, alley, other land or waterway, dedicated or commonly used for utility purposes, including general or utility easements in which the City has the right and authority to authorize, regulate or permit the location of facilities other than those of the City. “Street” shall not include any real or personal City property that is not specifically described in the previous sentence and shall not include City buildings, fixtures and other structures or improvements, regardless of whether they are situated in the public right-of-way.

(hh) “Subscriber” means any Person who lawfully elects to subscribe to Cable Service via the System. In the case of multiple office buildings or multiple dwelling units, the “Subscriber” means the lessee, tenant or occupant.

(ii) “Tap” means a device which connects a Drop to the Feeder Cable.

(jj) “Wireline MVPD” means a multichannel video programming distributor that utilizes the Streets to install cable or fiber and is engaged in the business of making available for purchase, by Subscribers, multiple Channels of video programming in the City.

(3) Written Notice. All notices, reports or demands required or permitted to be given under this Franchise shall be in writing and shall be deemed to be given when delivered personally to the party designated below, or when five (5) days have elapsed after it has been deposited in the United States mail in a sealed envelope, with registered or certified mail, postage prepaid thereon, or on the next business day if sent by express mail or nationally recognized overnight air courier addressed to the party to which notice, report or demand is being given, as follows:

If to City: City Manager
City of Minnetrista

7701 Co Rd 110 W
Minnetrista MN 55364

Copy to: Brian Grogan
Moss & Barnett
4800 Wells Fargo Center
90 South 7th Street
Minneapolis, MN 55402

If to Grantee: Regional Manager
Mediacom Minnesota LLC
P.O. Box 110
1504 Second Street Southeast
Waseca, MN 56093

Copy to: Bruce Gluckman, Esq.
Vice President and Deputy General Counsel
Mediacom Communications Corporation
One Mediacom Way
Mediacom Park, NY 10918

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

SECTION 2

GRANT OF AUTHORITY

(1) Franchise Required. It shall be unlawful for any Person, unless specifically required by Applicable Laws, to construct, install, operate or maintain a Cable System or to offer Cable Service in the City, unless such Person or the Person for whom such action is being taken shall have first obtained and shall currently hold a valid franchise.

(2) Grant of Franchise. This nonexclusive Franchise is granted pursuant to the terms and conditions contained herein. The City hereby authorizes Grantee to occupy or use the City's Streets subject to: 1) the provisions of this non-exclusive Franchise to provide Cable Service within the City; and 2) all applicable provisions of the City Code. Said Franchise shall constitute both a right and an obligation to provide Cable Services as required by the provisions of this Franchise. Nothing in this Franchise shall be construed to prohibit Grantee from: (1) providing services other than Cable Services to the extent not prohibited by Applicable Law; or (2) challenging any exercise of the City's legislative or regulatory authority in an appropriate forum. The City hereby reserves all of its rights to regulate such other services to the extent not prohibited by Applicable Law and no provision herein shall be construed to limit or give up any right to regulate.

(3) Grant of Nonexclusive Authority/Competitive Equity.

(a) The Franchise granted herein shall be nonexclusive. The City specifically reserves the right to grant, at any time, such additional franchises for a Cable System as it deems appropriate provided, however, such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted to Grantee other than as described herein. If any other Wireline MVPD enters into any agreement with the City to provide multi channel video programming or its equivalent to residents in the City, the City, upon written request of the Grantee, shall permit the Grantee to construct and/or operate its Cable System and provide multi channel video programming or its equivalent to Subscribers in the City under the same material terms as applicable to the new MVPD with the goal of competitive equity, taking into consideration the City's capital contribution towards System extension as set forth in Section 3 of this Franchise. Within one hundred eighty (180) days after the Grantee submits a written request to the City, the Grantee and the City shall enter into an agreement or other appropriate authorization (if necessary) containing any modified terms and conditions to this Franchise. In no event shall this provision be used by Grantee to avoid the System extension obligations or Performance Bond obligations contained in this Franchise.

(b) The Cable System constructed and maintained by Grantee or its agents shall not interfere with other uses of Streets. Grantee shall make use of existing poles and other facilities available to Grantee to the extent commercially reasonable. Nothing in this section authorizes the Grantee to construct poles in the City without prior City consent consistent with the City Code.

(c) Notwithstanding the above grant to use Streets, no Street shall be used by Grantee if City, in its sole opinion, determines that such use is inconsistent with the terms, conditions, or provisions by which such Street was created or dedicated, or with the present use of the Street.

(d) Grantee shall have the authority to use Streets for the distribution of Grantee's System. The City may require all developers of future subdivisions to allow and accommodate the construction of the System as part of any provisions for utilities to serve such subdivisions.

(e) The Grantee specifically agrees to comply with the lawful provisions of the City Code and applicable regulations of the City. Subject to the police power exception below, in the event of a conflict between A) the lawful provisions of the City Code or applicable regulations of the City and B) this Franchise, the express provisions of the City Code shall govern. Subject to express federal and state preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to the City Code, ordinances or any regulation of City, except in the lawful exercise of City's police power. Grantee acknowledges that the City may modify its regulatory policies by lawful exercise of the City's police powers throughout the term of this Franchise. Grantee agrees to comply with such lawful modifications to the City Code; however, Grantee reserves any rights it may have to challenge such modifications to the City Code whether arising in contract or at law. The City reserves all of its rights and defenses to such challenges whether arising in contract or at law.

(f) Nothing in this Franchise shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Streets.

(g) This Franchise complies with the Minnesota franchise standards set forth in Minnesota Statutes Section 238.084. The City and the Grantee shall conform to Minnesota laws promulgated subsequent to the date of this Franchise. The City and the Grantee shall conform to federal laws and regulations as they become effective.

(4) Term. The term of this Franchise shall be for the period of ten (10) years from the date of acceptance by Grantee, unless renewed, revoked or, terminated sooner as herein provided ("Initial Term"). The Initial Term shall be extended for an additional five (5) years if Grantee has substantially complied with the material terms and conditions of this Franchise. Grantee shall provide written notice to City at least twelve (12) months prior to the end of the Initial Term indicating its compliance with the material terms and conditions of this Franchise. City shall respond within six (6) months of such notice from Grantee by either granting the five (5) year extension or stating in writing any objection the City may have to the five (5) year extension. The parties shall work in good faith to address any issues or concerns on mutually acceptable terms.

(5) Previous Franchise. Upon acceptance of this Franchise by Grantee as required in Section 11(2) herein, this Franchise shall supersede and replace any previous Franchise granting a franchise to Grantee to own, operate and maintain a Cable System within the City.

(6) Ownership of Grantee. Grantee represents and warrants to City that the corporate structure of the Grantee, including all affiliated companies and ultimate parent company, are as set forth in the organizational chart attached hereto as Exhibit B.

(7) Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary; provided that such rules, regulations, terms and conditions shall not be in conflict with Applicable Law.

SECTION 3 CONSTRUCTION STANDARDS

(1) Territorial Area Involved. This Franchise is granted for the Service Area.

(2) Construction Standards. If the System, or subsequent rebuilds or extensions, proposed for the Service area consist of fewer than one hundred (100) plant miles of cable subject to the specific terms of this Franchise:

(a) Within ninety (90) days of the granting of the Franchise, the Grantee shall apply for the necessary governmental permits, licenses, certificates, and authorizations;

(b) The energized trunk cable must be extended substantially throughout the authorized area within one (1) year after receipt of the necessary governmental permits,

licenses, certificates, and authorizations and the Persons along the route of the energized cable shall have individual Drops as desired during the same period of time; and

(c) The above-stated requirements may be waived by City only upon occurrence of acts beyond the reasonable control of Grantee or acts of God.

(3) Service to Residences.

(a) Grantee shall provide Cable Service to any requesting Subscriber within the Service Area that requires a Standard Installation within thirty (30) days from the date of request, provided that the Grantee is able to secure access to all rights-of-way necessary to extend Service to such Subscriber on reasonable terms and conditions.

(b) If a Subscriber requires a non-Standard Installation (e.g. a Drop in excess of 500 feet), Grantee shall, upon request, provide a quote for construction of the non-Standard Installation and shall establish a mutually acceptable payment schedule not to exceed one (1) calendar year. For residential Installations only, Grantee shall be responsible for all costs of the Standard Installation and the Subscriber shall be responsible for one half (1/2) of the Actual Cost of any construction required beyond the cost of the Standard Installation; Grantee shall be responsible for the balance of the costs for the non-Standard Installation.

(c) Grantee shall promptly bury all Drops to Subscribers' dwellings and restore the property to its original condition. In the event the ground is frozen or otherwise unsuitable to permit immediate burial, Grantee shall be permitted to delay such burial until the ground becomes suitable for burial and shall complete said burial no later than June 1st of each year.

(d) Grantee shall ensure that all Installations and Drops are properly grounded and that the Cable System meets or exceeds the requirements of the most current editions of the National Electrical Code (NFRA 70) and the National Electrical Safety Code (ANSI C2).

(4) System Extensions.

(a) Grantee shall construct and activate the Cable System at its sole cost and expense to areas depicted on Exhibit A.

(b) Grantee shall be obligated to extend plant to all areas of the City where the density reaches or exceeds fifteen (15) homes per cable mile as measured from the nearest Node or terminating amplifier required to deliver a signal that complies with the FCC Technical Standards.

(5) Permits and Permit Fees. Grantee shall not construct any Cable System facilities until Grantee has secured the necessary permits from the City, subject to any right-of-way permit fee. Grantee and Subscribers shall not be required to pay a permit fee for Drops or System Extensions that do not involve work within road or street rights-of-way.

(6) City Code. Grantee shall comply with all relevant City Codes in the course of fulfilling its obligations under this Franchise.

(7) Grantee's Facilities and Equipment.

(a) In those areas of the City where transmission or distribution facilities of all or a majority of the public utilities providing telephone and electric power service are underground, the Grantee likewise shall construct, operate and maintain its System underground.

(b) Grantee shall be granted access to any easements granted to a public utility, municipal utility or utility district in any areas annexed by City or new developments.

(c) In those areas of the City where Grantee's cables are located on the above-ground transmission or distribution facilities of the utility providing telephone or electric power service, and in the event that the facilities of both such utilities subsequently are placed underground, then the Grantee likewise shall remove its overhead facilities from any affected poles and construct, operate and maintain its transmission and distribution facilities underground, at Grantee's cost.

(d) Certain of Grantee's equipment, such as pedestals, amplifiers and power supplies (but not antennae), which normally are placed above ground, may continue to remain in above-ground enclosures, however, the City specifically reserves all of its rights to approve above-ground or underground locations for pedestals subject to Applicable Laws.

(e) Grantee shall comply with Minnesota Statutes §216D (the Gopher State One Call process).

(8) New Residential Developments. In new residential developments in which all the electric power and telephone utilities are underground, the City may, in its sole discretion, require that the following procedure apply with respect to access to and utilization of underground easements:

(a) The developer shall be responsible for contacting Grantee to provide Cable Service to that development.

(b) The developer shall accommodate all Wireline MVPD's in the joint utilities trench on the same terms and conditions.

(c) Grantee will install infrastructure in all new developments planned by the City, however, said infrastructure may be limited to a conduit only system. Grantee reserves the right to participate in the common trench or to dig its own trench. Grantee shall be required to complete its infrastructure no later than ninety (90) days after it receives notice from the City that the first certificate of occupancy has been issued for a particular development, subject to the completion of any required plant construction under Section 3.4(a)

(d) The developer shall provide at least ten (10) business days notice of the date that utility trenches will be open to Grantee. Grantee shall not be required to use utility trenches provided by a developer and reserves the right to install its System in a separate trench at its own expense, subject to its compliance with applicable permitting requirements.

(i) Developer shall submit evidence to City that:

1. It has notified Grantee that underground utility trenches are to be open as of an estimated date, and that Grantee is allowed access to such trenches, including trenches from proposed Streets to individual homes or home sites, on the same terms and conditions as other Wireline MVPD's; and

2. It has received a written notification from Grantee that Grantee intends to install its facilities during the open trench period on the specified terms and conditions, or such other terms and conditions as are mutually agreeable to the developer and Grantee.

(9) Use of Streets and Property. Any and all Streets or public property or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work, as approved by City in the case of Streets and other public property. If Grantee shall fail to promptly perform the restoration required herein, City shall have the right, subject to Applicable Law, to put the Streets, public, or private property back into good condition. City reserves its rights to pursue reimbursement for such restoration from Grantee in accordance with Applicable Law and the terms of this Franchise.

(a) Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

(b) The Grantee shall furnish to and file with City Administrator strand maps of the System, including the location of underground facilities, and Grantee shall file with City updates of such maps, plats and permanent records annually if changes have been made in the System. City shall have right to travel to Grantee's office, within reasonable proximity of the City, to review an as-built map in accordance with Section 7 (3) of this Franchise.

(c) If at any time during the period of this Franchise, the City shall elect to alter, or change the grade or location of any Street, alley or other public way, the Grantee shall, at its own expense, upon reasonable notice by City, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System, and in each instance

comply with the standards and specifications of City. If City reimburses other occupants of the Street, Grantee shall be likewise reimbursed.

(d) The Grantee shall, on request of any Person holding a moving permit issued by City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes.

(10) Tree Trimming. Grantee shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets and public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee. City representatives shall have authority to supervise and approve all trimming of trees conducted by Grantee. Grantee will contact the owners of private easements prior to engaging in the trimming of trees or shrubs adjacent to Grantee's System. Grantee will make reasonable accommodations with and for the property owner to ensure Grantee's System and cable plant is safe and secure as well as that the property owner's trees and shrubs are trimmed in accordance with established standards of the National Arborist Association.

(11) Protection of facilities. Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regrading or changing the line of any Rights-of-Way or public place or the construction or reconstruction of any sewer or water system.

SECTION 4 DESIGN PROVISION

(1) Minimum Channel Capacity.

(a) Grantee shall provide a System utilizing a 750 MHz fiber/coaxial hybrid Cable System which shall be capable of delivering a minimum of eighty (80) video program Channels.

(b) All programming decisions remain the sole discretion of Grantee subject to City's rights pursuant to 47 U.S.C. § 545.

(2) Technical Standards. The System shall at all times meet or exceed the technical standards established by the FCC as they may be amended from time to time and shall be operated so as to minimize disruption of signal to Subscribers. The System specifications are outlined in Exhibit C for information purposes.

(3) Special Testing. City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The City shall endeavor

to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing. Before ordering such tests, Grantee shall be afforded thirty (30) days to correct problems or complaints upon which tests were ordered. The City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted by a qualified engineer selected by City. In the event that special testing is required by City to determine the source of technical difficulties, the cost of said testing shall be borne by the Grantee if the testing reveals the source of the technical difficulty to be within Grantee's control. If the testing reveals the difficulties to be caused by factors which are beyond Grantee's control then the cost of said test shall be borne by City.

(4) FCC Reports. Upon request, the results of tests required to be filed by Grantee with the FCC shall also be copied to City within ten (10) days of the conduct of the date of the test.

(5) Emergency Alert Capability. At all times during the term of this Franchise, Grantee shall provide and maintain an Emergency Alert System (EAS) consistent with applicable federal law and regulations including 47 C.F.R., Part 11, and any Minnesota State Emergency Alert System requirements. The City may identify authorized emergency officials for activating the EAS consistent with the Minnesota State Emergency Statewide Plan ("EAS Plan"). The City may also develop a local plan containing methods of EAS message distribution, subject to Applicable Laws and the EAS Plan. Nothing in this section is intended to expand Grantee's obligations beyond that which is required by the EAS Plan and Applicable Law.

(6) Stand-by Power. Grantee shall provide 20,000 Watt standby power-generating capacity at the Headend. Grantee shall maintain standby power system supplies, rated for at least two and one-half (2.5) hours duration at all optical Node locations in the distribution network.

(7) Parental Control Lock. Grantee shall provide, for sale or lease, to Subscribers, upon request, a parental control locking device or digital code that permits inhibiting the video and audio portions of any Channels offered by Grantee.

SECTION 5 SERVICE PROVISIONS

(1) Rate Regulation. The City reserves the right to regulate rates for Basic Cable Service and any other services offered over the Cable System, to the extent not prohibited by Applicable Laws.

(2) Consumer Protection and Customer Service Standards. Grantee shall comply with the consumer protection standards attached hereto as Exhibit D under Normal Operating Conditions.

SECTION 6 PUBLIC ACCESS PROVISIONS

(1) Public, Educational and Government Access. City or its designee is hereby designated to operate, administer, promote, and manage public, educational, and governmental programming (hereinafter "PEG Access") for the Cable System established pursuant to this Section 6. Grantee shall have no responsibility whatsoever for PEG Access except as expressly stated in this Section 6.

(2) Grantee Support for PEG Usage. In accordance with the provisions of the Cable Act and Minnesota Statutes Section 238.084, Grantee shall provide and make available for PEG Access usage within the Service Area in accordance with Exhibit E hereto.

(a) PEG Access Facilities shall be operated by the City.

(b) Community Access/PEG Programming. Subject to the legal, financial and technical feasibility of same, Grantee shall, upon request from the City provide carriage of the Lake Minnetonka Cable Commission (LMCC) PEG programming originating from the LMCC and the Cities of Victoria, Wayzata, Orono and Medina. Grantee will work with the City to explore the feasibility of broadcasting programming originating from the City in the future.

SECTION 7 OPERATION AND ADMINISTRATION PROVISIONS

(1) Franchise Fee.

(a) During the term of the Franchise, Grantee shall pay quarterly to the City a Franchise Fee of five percent (5%) of Gross Revenues or a lower percentage amount as established by the City Council from time to time. Grantee and City may mutually agree to increase the Franchise Fee subject to Applicable Law. In the event Grantee bundles or combines Cable Services (which are subject to the Franchise Fee) with non-Cable Services (which are not subject to the Franchise Fee) so that Subscribers pay a single fee for more than one (1) class of service resulting in a discount on Cable Services, Grantee agrees that for the purpose of calculation of the Franchise Fee, it shall allocate to Cable Service revenue no less than a pro rata share of the revenue received for the bundled or combined services. The pro rata share shall be computed on the basis of the published charge for each service in the bundled or combined classes of services when purchased separately.

(b) Each Franchise Fee payment shall be paid quarterly not later than thirty (30) days following the end of a given quarter and each payment shall be accompanied by the Franchise Fee Payment Worksheet in the form attached hereto as Exhibit G.

(c) Except as otherwise provided by law, no acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable as a Franchise Fee under this Franchise or for the performance of any other obligation of the Grantee.

(d) Any Franchise Fees owing pursuant to this Franchise which remain unpaid more than thirty (30) days after the end of a given quarter shall be delinquent and shall immediately thereafter accrue simple interest at twelve percent (12%) per annum. Enforcement of unpaid Franchise Fees shall be handled in accordance with Section 9(7), however, Grantee shall in all cases be subject to interest on any payment more than thirty (30) days after the end of a given quarter.

(e) Upon ten (10) days prior written notice, City shall have the right to conduct an independent audit of Grantee's records. If such audit indicates a Franchise Fee underpayment of five percent (5%) or more of the Franchise Fee due, the Grantee shall assume all of City's out-of-pocket costs associated with the conduct of such an audit. Grantee shall remit to City all applicable Franchise Fees and PEG fees due and payable together with all accrued interest as set forth in paragraph 7.1 (d) above within 30 days of receiving the audit statement.

(f) Grantee acknowledges and agrees that the Franchise Fees payable by Grantee to City pursuant to this section shall take precedence over all other material provisions of the Franchise and shall not be deemed to be in the nature of a tax, and shall be in addition to any and all taxes of general applicability and other fees and charges which do not fall within the definition of a Franchise Fee under 47 U.S.C. § 542.

(g) Grantee shall not apply or seek to apply all or any part of any taxes, fees or assessments of general applicability levied or imposed by the City or (including any such tax, fee or assessment imposed on both utilities and cable operators or their services) that do not fall within the definition of a Franchise Fee under 47 U.S.C. § 542 as a deduction or other credit from or against any of the Franchise Fees or other payments or contributions to be paid or made by Grantee to City pursuant to this Franchise which shall be deemed to be separate and distinct obligations of Grantee.

(2) Periodic Evaluation, Review and Modification. City and Grantee acknowledge and agree that the field of cable television is rapidly changing and one which may see many regulatory, technical, financial, marketing and legal changes during the term of this Franchise. Therefore, in order to provide for the maximum degree of flexibility in this Franchise, and to help achieve an advanced and modern Cable System, the following evaluation provisions will apply:

(a) The City reserves the right to adopt rules and regulations controlling the procedures as set forth below and the subjects for evaluation sessions. In the absence of any City action taken to exercise these rights, Grantee shall be subject to the procedures and the subjects described in this Section.

(b) The City may require, in its sole discretion, that the Grantee participate in evaluation sessions with the City at any time and from time to time during the term of this Franchise; provided, however, there shall not be more than one (1) evaluation session in any three (3) year period during the Term. However, nothing shall prohibit Grantee and City from mutually agreeing to have informal reviews as requested or deemed advisable by either party.

(c) Topics which may be discussed at any evaluation session include, but are not limited to, rates, Channel capacity, the System performance, programming, PEG Access, municipal uses of the System, Subscriber complaints, judicial rulings, FCC rulings and any other topics the City or Grantee may deem relevant.

(d) As a result of an evaluation session, the City or Grantee may determine that an amendment in the terms of this Franchise may be required, that the requirements of the System or this Franchise should be updated, changed or revised, and/or that additional services should be provided by Grantee (collectively a "Proposed Modification"). If the Proposed Modification is consistent with the terms of this Franchise, the needs of the City and existing state-of-the-art technology, including what is provided by Grantee in other systems owned, operated or managed by it, its parent company or any affiliated company, Grantee and the City will, in good faith, review the terms of the Proposed Modification and consider amending this Franchise according to Section 10(2) herein.

(3) Records Required and City's Right to Inspect.

(a) Grantee shall at all times maintain, at its sole cost and expense, the following records and information relating specifically to the Cable System serving the City – the City may review these records upon request:

(i) A full and complete set of plans, records and "as-built" drawings and/or maps which shall be updated annually showing the location of the Cable System installed or in use in the City, exclusive of Subscriber service Drops and equipment provided in Subscribers' homes.

(ii) A summary of trouble calls or complaints, identifying the number, general nature and disposition of such calls, on a monthly basis. A summary of such service calls shall be submitted to the City within thirty (30) days following its request in a form reasonably acceptable to the City.

(4) Upon reasonable notice and during Normal Business Hours, Grantee shall permit examination by any duly authorized representative of the City of all Franchise property and facilities, together with any appurtenant property and facilities of Grantee situated within or without the City, and those records relating to this Franchise, that enable the City to carry out its regulatory responsibilities under Applicable Laws and this Franchise. Grantee shall have the right to be present at any such examination.

(5) Reports. All reports required under this Franchise shall be furnished at the sole expense of Grantee.

(a) During the first three (3) years following the Effective Date of this Franchise, Grantee shall provide City with a quarterly report evidencing the progress of System construction and extension as set forth in Section 3 (4) of this Franchise.

(b) Grantee shall provide City with an annual statement, within ninety (90) days of the close of each calendar year end, certified by Grantee's controller or chief

financial officer, reflecting the total amounts of Gross Revenues and all payments and computations of the Franchise Fee and the PEG Fee for the previous calendar year.

(6) Duty to Cooperate. Each of Grantee and City shall use its commercially reasonable efforts to communicate and promptly and in good faith resolve any issues that may arise pursuant to this Franchise.

SECTION 8

GENERAL FINANCIAL AND INSURANCE PROVISIONS

(1) Security Fund.

(a) At the time of acceptance of this Franchise, Grantee shall provide, from a financial institution mutually acceptable to the Parties, and in a form and substance mutually acceptable to the Parties, an irrevocable and unconditional Letter of Credit in the sum of Ten Thousand and No/100 Dollars (\$10,000.00) for the benefit of the City to ensure compliance by Grantee with all terms of the Franchise ("Security Fund"). Grantee shall maintain this Security Fund throughout the term of this Franchise and pursuant to Section 9(3)(b), and until such time as Grantee has liquidated all of its obligations with City.

(b) The Security Fund shall provide that funds will be paid to City, upon written demand of City, and after the procedures of this section have been complied with in payment for liquidated damages charged pursuant to this section, in payment for any monies owed by Grantee pursuant to its obligations under this Franchise, or in payment for any damage incurred as a result of any acts or omissions by Grantee pursuant to this Franchise.

(c) In addition to recovery of any monies owed by Grantee to City or damages to City as a result of any acts or omissions by Grantee pursuant to the Franchise, City in its sole discretion may charge to and collect from the Security Fund the following mutually agreed upon liquidated damages:

(i) For failure to timely complete system upgrades as provided in this Franchise unless the City has approved delays, and for failure to comply with construction, operation or maintenance standards and requirements, the penalty shall be Five Hundred and No/100 Dollars (\$500) per day for each day, or part thereof, such failure occurs or continues.

(ii) For failure to meet the customer service standards and requirements as set forth in this Franchise and the exhibits hereto the penalty shall be Three Hundred and No/100 Dollars (\$300) per day for each day, or part thereof, such failure occurs or continues.

(iii) For failure to comply with any of the provisions of this Franchise, or other City ordinance related to Franchise operations for which a penalty is not otherwise specifically provided pursuant to this subparagraph (c), the penalty

shall be One Hundred Fifty and No/100 Dollars (\$150) per day for each day, or part thereof, such failure occurs or continues.

(d) Each violation of any provision of this Franchise shall be considered a separate violation for which a separate penalty can be imposed.

(e) Whenever City finds that Grantee has violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee, specifying with particularity the alleged violation. At any time after thirty (30) days (or such additional reasonable time which is necessary to cure the alleged violation) following local receipt of notice, provided Grantee remains in violation of one (1) or more material terms, conditions or provisions of this Franchise, City may draw from the Security Fund all penalties and other monies due City from the date of the local receipt of notice.

(f) Whenever notice of an alleged violation has been received by Grantee, Grantee may, within thirty (30) days of local receipt of notice, notify City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee to City shall toll the running of the time frames for cure and the accrual of any penalties herein and shall specify with particularity the matters disputed by Grantee. City shall hear Grantee's dispute at its next regularly scheduled Council meeting or as soon thereafter as possible pursuant to this Section 8(1). In no event shall City delay hearing Grantee's dispute for more than ninety (90) days from receipt of Grantee's notice. Grantee shall be afforded a reasonable notice of the meeting and afforded a reasonable opportunity to participate in and be heard at the meeting. City shall supplement its decision with a written order sustaining or overruling the decision, and shall specify with particularity the factual and legal basis for its decision.

(g) Upon determination by City that no violation has taken place, City shall withdraw the notice alleging a violation. Upon determination that a violation has occurred, Grantee shall have 30 days to cure said violation before penalties shall accrue.

(h) Grantee shall have the right to challenge in a court of competent jurisdiction the City's findings that Grantee has violated one (1) or more terms, conditions or provisions of this Franchise or has failed to substantially cure such violation.

(i) If said Security Fund or any subsequent security fund delivered pursuant thereto expires prior to the expiration of the Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than the expiration of this Franchise. The renewed or replaced security fund shall be for the full amount stated in paragraph (a) of this section.

(j) If City draws upon the Security Fund or any subsequent security fund delivered pursuant hereto, in whole or in part, Grantee shall replenish or replace the same within fifteen (15) days and shall deliver to City a like replacement security fund for the

full amount stated in paragraph (a) of this section as a substitution of the previous security fund.

(k) If any Security Fund is not so replenished or replaced, City may draw on said security fund for the whole amount thereof and hold the proceeds, without interest, and use the proceeds to pay costs incurred by City in performing and paying for any or all of the obligations, duties and responsibilities of Grantee under this Franchise that are not performed or paid by Grantee pursuant hereof, including attorneys' fees incurred by the City in so performing and paying.

(l) The collection by City of any damages, monies or penalties from the security fund shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the security fund, be deemed a waiver of any right of City pursuant to this Franchise or otherwise.

(2) Liability Insurance.

(a) Grantee shall with its acceptance of this Franchise, and at its sole expense, take out and maintain during the term of this Franchise comprehensive general liability insurance with a company licensed to do business in the State of Minnesota with a rating by A.M. Best & Co. of not less than "A-" that shall protect the Grantee, the City and their officials, officers, directors, employees and agents from any and all claims which may arise from operations under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee's vehicles, products and operations. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall not be less than Two Million Dollars (\$2,000,000.00).

(b) The following endorsements shall be attached to the liability policy:

(i) The policy shall provide coverage on an "occurrence" basis.

(ii) The policy shall cover personal injury as well as bodily injury.

(iii) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.

(iv) Broad form property damage liability shall be afforded.

(v) The City shall be named as an additional insured on all policies required under this Franchise.

(vi) An endorsement shall be provided which states that the coverage is primary insurance and that no other insurance maintained by the City will be called upon to contribute to a loss under this coverage.

(vii) Standard form of cross-liability shall be afforded.

(viii) An endorsement stating that the policy shall not be canceled without thirty (30) days notice of such cancellation given to the City.

(ix) Grantee shall submit to City a certificate of insurance signed by the insurance agent and companies named.

(x) All insurance shall be effective within thirty days after the Franchise is executed by Grantee and shall continue in full force and effect for the duration of the Franchise and per Section 9(3)(b) of the Franchise.

(3) Workers' Compensation Insurance. Grantee shall obtain and maintain Workers' Compensation Insurance for all of Grantee's employees, and in case any work is sublet, Grantee shall require any subcontractor similarly to provide Workers' Compensation Insurance for all of their employees, all in compliance with State laws, and to fully indemnify the City from and against any and all claims arising out of occurrences on Grantee's work. Grantee hereby indemnifies City for any and all costs, expenses (including attorneys' fees and disbursements of counsel), damages and liabilities incurred by City as a result of any failure of either Grantee or any subcontractor of Grantee to take out and maintain such insurance. Grantee shall provide the City with a certificate of insurance indicating Workers' Compensation coverage upon its acceptance of this Franchise.

(4) Indemnification.

(a) Grantee shall indemnify, defend and hold City, its officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes of action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and costs of any nature ("Claims") that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with the grant of this Franchise, the operation of Grantee's System, the breach by Grantee of its obligations under this Franchise and/or the activities of Grantee, its subcontractor, employees and agents hereunder. Grantee shall be solely responsible for and shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all matters relative to payment of Grantee's employees, including compliance with Social Security and withholdings.

(i) The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise, or the terms, applicability or limitations of any insurance held by Grantee.

(ii) City does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise,

because of the acceptance by City, or the deposit with City by Grantee, of any of the insurance policies described in this Franchise.

(iii) The indemnification of City by Grantee provided for in this Franchise shall apply to all damages and claims for damages of any kind suffered by reason of any of the Grantee's operations referred to in this Franchise, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

(iv) Grantee shall not be required to indemnify City for Claims brought by the Lake Minnetonka Communications Commission (LMCC) against the City, or negligence or misconduct on the part of City or its officials, boards, commissions, agents, or employees. City shall hold Grantee harmless, subject to the limitations in Minnesota Statutes Chapter 466, for any damage resulting from the negligence or misconduct of the City or its officials, boards, commissions, agents, or employees in utilizing any PEG Access Channels, equipment, or facilities and for any such negligence or misconduct by City in connection with work performed by City and permitted by this Franchise, on or adjacent to the Cable System.

SECTION 9

SALE, ABANDONMENT, TRANSFER AND REVOCATION

(1) Franchise Non-transferable.

(a) Grantee shall not voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, lease, sublet or otherwise dispose of, in whole or in part, the Franchise and/or Cable System or any of the rights or privileges granted by the Franchise, without the prior written consent of the Council, which consent shall not be unreasonably denied or delayed.

(b) Without limiting the nature of the events requiring the Council's approval under this section, the following events shall be deemed to be a sale, assignment or other transfer of the Franchise and/or Cable System requiring compliance with this section: (i) the sale, assignment or other transfer of all or a majority of Grantee's assets or the assets comprising the Cable System to any Person; (ii) the merger of the Grantee or any of its parents with or into another Person (including the merger of Grantee or any parent with or into any parent or subsidiary corporation or other Person); (iii) the consolidation of the Grantee or any of its parents with any other Person; (iv) the creation of a subsidiary corporation or other entity; (v) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in Grantee or any of its parents by one or more of its existing shareholders, partners, members or other equity owners so as to create a new Controlling Interest in Grantee; (vi) the issuance of additional capital stock or partnership, membership or other equity interest by Grantee or any of its parents so as to create a new Controlling Interest in Grantee; and (vii) the entry by the Grantee into an agreement with respect to the management or operation of the Grantee, any of Grantee's parents and/or the System or the subsequent amendment thereof. The term "Controlling

Interest” as used herein is not limited to majority equity ownership of the Grantee, but also includes actual working control over the Grantee in whatever manner exercised.

(c) Grantee shall notify City in writing of any foreclosure or any other judicial sale of all or a substantial part of the property and assets comprising the Cable System of the Grantee or upon the termination of any lease or interest covering all or a substantial part of said property and assets.

(d) For the purpose of determining whether it shall consent to such change, transfer or acquisition of control, City may inquire into the qualifications of the prospective transferee or controlling party. Grantee agrees to provide FCC Form 394 as part of any request for transfer or change of control under this Franchise. If, after considering the legal, financial, character and technical qualities of the transferee and determining that they are satisfactory, the City finds that such transfer is acceptable, the Council shall permit such transfer and assignment of the rights and obligations of this Franchise as may be in the public interest. The consent of the Council to such transfer shall not be unreasonably denied.

(e) Any financial institution having a security interest in any and all of the property and assets of Grantee as security for any loan made to Grantee or any of its affiliates for the construction and/or operation of the Cable System must notify the City that it or its designee satisfactory to the City shall take control of and operate the Cable System, in the event of a default in the payment or performance of the debts, liabilities or obligations of Grantee or its affiliates to such financial institution. Further, said financial institution shall also submit a plan for such operation of the System within thirty (30) days of assuming such control that will insure continued service and compliance with all Franchise requirements during the term the financial institution or its designee exercises control over the System. The financial institution or its designee shall not exercise control over the System for a period exceeding one (1) year unless extended by the Council in its discretion and during said period of time it shall have the right to petition the Council to transfer the Franchise to another Grantee.

(f) In addition to the aforementioned requirements in this Section 9(1), the City and Grantee shall, at all times, comply with the requirements of Minnesota Statutes Section 238.083 regarding the sale or transfer of a franchise and with all other Applicable Laws.

(2) City’s Right to Purchase System.

(a) The City shall have a right of first refusal to purchase the Cable System in the event the Grantee receives a bona fide offer to purchase the Cable System from any Person. Bona fide offer as used in this section means a written offer which has been accepted by Grantee, subject to the City’s rights under this Franchise. The price to be paid by the City shall be the amount provided for in the bona fide offer, including the same terms and conditions as the bona fide offer. The City shall notify Grantee of its decision to purchase within sixty (60) days of the City’s receipt from Grantee of a copy of the written bona fide offer.

(b) Consistent with Section 627 of the Cable Act and all other Applicable Laws, at the expiration, cancellation, revocation or termination of this Franchise, the City shall have the option to purchase, condemn or otherwise acquire and hold the Cable System.

(3) Abandonment or Removal of Franchise Property.

(a) In the event that the use of any property of Grantee within the Franchise Area or a portion thereof is discontinued for a continuous period of twelve (12) months, Grantee shall be deemed to have abandoned that property.

(b) City, upon such terms as City may impose, may give Grantee written permission to abandon, without removing, any System facility or equipment laid, directly constructed, operated or maintained in, on, under or over the Franchise Area. Unless such permission is granted or unless otherwise provided in this Franchise, the Grantee shall remove all abandoned facilities and equipment upon receipt of written notice from City and shall restore any affected Street to its former state at the time such facilities and equipment were installed, so as not to impair its usefulness. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation made by or on behalf of Grantee and shall leave all Streets and other public ways and places in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. City shall have the right to inspect and approve the condition of the Streets, public ways, public places, cables, wires, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this Franchise and any security fund and performance bond provided for in this Franchise shall continue in full force and effect during the period of removal and until full compliance by Grantee with the terms and conditions of this section.

(c) Upon abandonment of any Franchise property in place, the Grantee, if required by the City, shall submit to City a bill of sale and/or other an instrument, satisfactory in form and content to the City, transferring to the City the ownership of the Franchise property abandoned.

(d) At the expiration of the term for which this Franchise is granted, or upon its earlier revocation or termination, as provided for herein, in any such case without renewal, extension or transfer, the City shall have the right to require Grantee to remove, at Grantee's sole expense, all above-ground portions of the Cable System from all Streets and public ways within the City within a reasonable period of time, which shall not be less than one hundred eighty (180) days.

(e) Notwithstanding anything to the contrary set forth in this Franchise, the Grantee may, with the consent of the City, abandon any underground Franchise property in place so long as it does not materially interfere with the use of the Street or public rights-of-way in which such property is located or with the use thereof by any public utility or other cable operator.

(4) Extended Operation and Continuity of Services. Upon termination or forfeiture of this Franchise, Grantee shall remove its cable, wires, and appliances from the Streets, alleys, or other public places within the Service Area if the City so requests. Failure by the Grantee to remove its cable, wires, and appliances as referenced herein shall be subject to the requirements of Section 9(3) of this Franchise.

(5) Receivership and Foreclosure. The Franchise granted hereunder shall, at the option of City, cease and terminate one hundred twenty (120) days after appointment of a receiver or receivers, or trustee or trustees, to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless: (1) such receivers or trustees shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all the defaults and violations under this Franchise or provided a plan for the remedy of such defaults and violations which is satisfactory to the City; and (2) such receivers or trustees shall, within said one hundred twenty (120) days, execute an agreement duly approved by the court having jurisdiction in the premises, whereby such receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(6) Performance Bond. Within thirty (30) days of Grantee's execution of this Franchise Grantee shall provide City with a \$100,000 Performance Bond in a form and with such sureties as are mutually acceptable to the Parties. The Performance Bond shall be reduced to \$50,000 upon completion of the System extension obligations set forth in Section 3 of this Franchise which the parties anticipate to be completed thirty-six (36) months from the Effective Date of the Franchise. The Performance Bond shall ensure compliance with all infrastructure requirements of the Franchise. If additional construction is undertaken in the City, Grantee shall comply with Applicable Law regarding any bonding requirements.

(7) Procedure for Enforcing Franchise. In the event City believes that Grantee has breached or violated any provision of this Franchise, City shall act in accordance with Section 9(1) (c-f).

(a) If the City chooses to terminate this Franchise, the following additional procedure shall be followed:

(i) The City shall provide Grantee with written notice of the City's intention to terminate this Franchise and specify in detail the reason or cause for the proposed termination. The City shall allow Grantee a minimum of fifteen (15) days subsequent to receipt of the notice in which to cure the default.

(ii) Grantee shall be provided with an opportunity to be heard at a regular or special meeting of City prior to any final decision of City to terminate this Franchise.

(iii) In the event that City determines to terminate this Franchise, the Grantee shall have an opportunity to appeal said decision in accordance with all Applicable Laws.

(iv) If a valid appeal is filed, the Franchise shall remain in full force and affect while said appeal is pending, unless the term of the Franchise sooner expires.

(8) Reservation of Rights. City and Grantee reserve all rights that they may possess under Applicable Laws unless expressly waived herein.

SECTION 10 MISCELLANEOUS PROVISIONS

(1) Franchise Renewal. Any renewal of this Franchise shall be in accordance with Applicable Laws. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.

(2) Amendment of Franchise. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 7 (2) or at any other time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in Applicable Laws. City shall act pursuant to local law pertaining to the ordinance amendment process.

(3) Right of Individuals.

(a) Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, disability, national origin, age, gender or sexual preference. Grantee shall comply at all times with all other Applicable Laws, relating to nondiscrimination.

(b) Grantee shall adhere to the applicable equal employment opportunity requirements of Applicable Laws, as now written or as amended from time to time including 47 U.S.C. Section 551, Protection of Subscriber Privacy.

(c) No cable line, wire, amplifier, Converter, or other piece of equipment owned by Grantee shall be installed by Grantee in the Subscriber's premises, other than in appropriate easements, without first securing any required consent. If a Subscriber requests service, permission to install upon Subscriber's property shall be presumed. Where a property owner or his or her predecessor was granted an easement including a public utility easement or a servitude to another and the servitude by its terms contemplates a use such as Grantee's intended use, Grantee shall not require the written permission of the owner for the Installation of cable television equipment.

(d) No signals of a class IV cable communications channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of a Subscriber. The request for permission must be contained in a separate document with a prominent statement that

the Subscriber is authorizing the permission in full knowledge of its provisions. The written permission must be for a limited period of time not to exceed one year which is renewable at the option of the Subscriber. No penalty may be invoked for a Subscriber's failure to provide or renew the authorization. The authorization is revocable at any time by the Subscriber without penalty of any kind. The permission must be required for each type or classification or class IV cable communications activity planned.

(i) No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, including but not limited to the lists of the names and addresses of the Subscribers or lists that identify the viewing habits of Subscribers may be sold or otherwise made available to any Person other than to Grantee and its employees for internal business use, or to the Subscriber who is the subject of that information, unless the Grantee has received specific written authorization from the Subscriber to make the data available.

(ii) Written permission from the Subscriber must not be required for the Systems conducting system-wide or individually addressed electronic sweeps for the purpose of verifying system integrity or monitoring for the purpose of billing. Confidentiality of this information is subject to paragraph (i) above.

(iii) For purposes of this Section 10(3), a "class IV cable communications channel" means a signaling path provided by a System to transmit signals of any type from a Subscriber terminal to another point in the System.

(4) **Rights Reserved to City.** In addition to any rights specifically reserved to the City by this Franchise, the City reserves to itself every right and power which is required to be reserved by a provision of this Franchise.

(5) **Confidential Information.** Notwithstanding anything herein to the contrary, Grantee shall have the right to provide any confidential books and records that it is obligated to make available to the City pursuant to this Franchise, by allowing the City, or its designated representative(s), to view the books and records at a mutually agreeable location and without City obtaining its own copies of such books and records. Alternatively, Confidential or proprietary information may be disclosed pursuant to a reasonable mutually agreeable non-disclosure agreement. The intent of the parties is to work cooperatively to insure that all books and records reasonably necessary for City's monitoring and enforcement of Franchise obligations are provided to City.

(6) **Severability.** If any provision of this Franchise is held by any Governmental Authority of competent jurisdiction, to be invalid as conflicting with any Applicable Laws now or hereafter in effect, or is held by such Governmental Authority to be modified in any way in order to conform to the requirements of any such Applicable Laws, such provision shall be considered a separate, distinct, and independent part of this Franchise, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such Applicable Laws are subsequently repealed, rescinded, amended or otherwise changed, so that the provision hereof which had been held invalid or modified is no longer in conflict with such

laws, said provision shall thereupon return to full force and effect and shall thereafter be binding on City and Grantee, provided that City shall give Grantee thirty (30) days written notice of such change before requiring compliance with said provision or such longer period of time as may be reasonably required for Grantee to comply with such provision.

(7) Force Majeure. In the event Grantee's performance of any of the terms, conditions, obligations or requirements of this Franchise is prevented or impaired due to any cause beyond its reasonable control, such inability to perform shall be deemed to be excused for the period of such inability and no penalties or sanctions shall be imposed as a result thereof, provided Grantee has notified City in writing within a reasonable time of its discovery of the occurrence of such an event. Such causes beyond Grantee's reasonable control shall include, but shall not be limited to, acts of God, civil emergencies and labor unrest or strikes, untimely delivery of equipment, inability of Grantee to obtain access to an individual's property and inability of Grantee to secure all necessary permits to utilize utility poles and conduit so long as Grantee utilizes due diligence to timely obtain said permits.

(8) Most Favored Nations. In the event Grantee enters into a new franchise with the Lake Minnetonka Communications Commission during its 2013 - 2014 franchise renewal proceeding ("LMCC Franchise") the City may notify Grantee in writing of its intent to require such benefits, rights or privileges contained in the LMCC Franchise and Grantee agrees to extend to City, at City sole option, the benefits, rights and privileges of any term or terms within the LMCC Franchise on mutually acceptable terms.

SECTION 11

PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

(1) Publication; Effective Date. This Franchise shall be published in accordance with Applicable Law and accepted by the Grantee. The "Effective Date" of this Franchise shall be the date the City's withdrawal from the LMCC is final. It is the understanding of the parties that this date shall be December 31, 2013.

(2) Acceptance. Grantee shall accept this Franchise within thirty (30) of its enactment by the City Council, unless the time for acceptance is extended by City. In the event acceptance does not take place, this Franchise and any and all rights previously granted to Grantee shall be null and void.

(a) Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein, subject to the effectiveness of the Franchise as required in Section 11(1).

(b) Grantee shall accept this Franchise in the following manner:

(i) This Franchise will be properly executed and acknowledged by Grantee and delivered to City.

(ii) With its acceptance, Grantee shall also deliver any performance bond and insurance certificates required herein that have not previously been delivered.

Passed and adopted this 16th day of December, 2013.

CITY OF MINNETRISTA, MINNESOTA

Dated: December 16, 2013

By: Cheryl Fischer
Its: Mayor

ATTEST:

By: Jenni Haavstad
Its: City Clerk

ACCEPTED: This Franchise is accepted, and we agree to be bound by its terms and conditions.

Dated: February 7, 2014

MEDIACOM MINNESOTA LLC

By: Bruce Blumh
Its: Group Vice President, Legal
Regulatory Affairs

SWORN TO BEFORE ME this

7 day of February 2014

Linda Rossi
Notary Public

LINDA ROSSI
Notary Public, State of New York
No. 01RO6180139
Qualified in Orange County
Commission Expires 1/7/16

EXHIBIT A
SYSTEM EXTENSION AREA

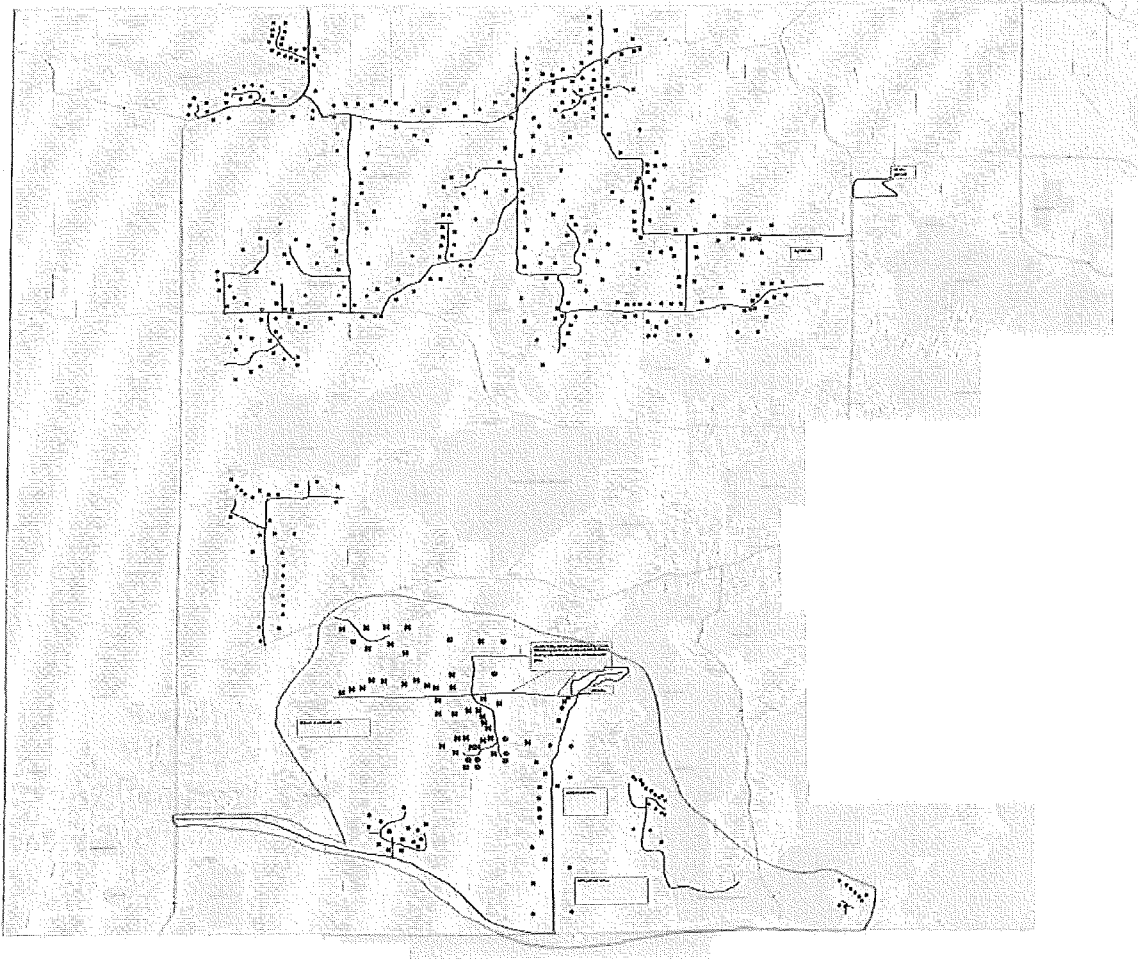
Mediacom will extend its system in Minnetrista on the following schedule, subject to availability of right-of-way access on commercially reasonable terms.

2014 – shared trench with City sewer project in the King's Point development (to be mutually determined together with City but estimated 4-6 miles).

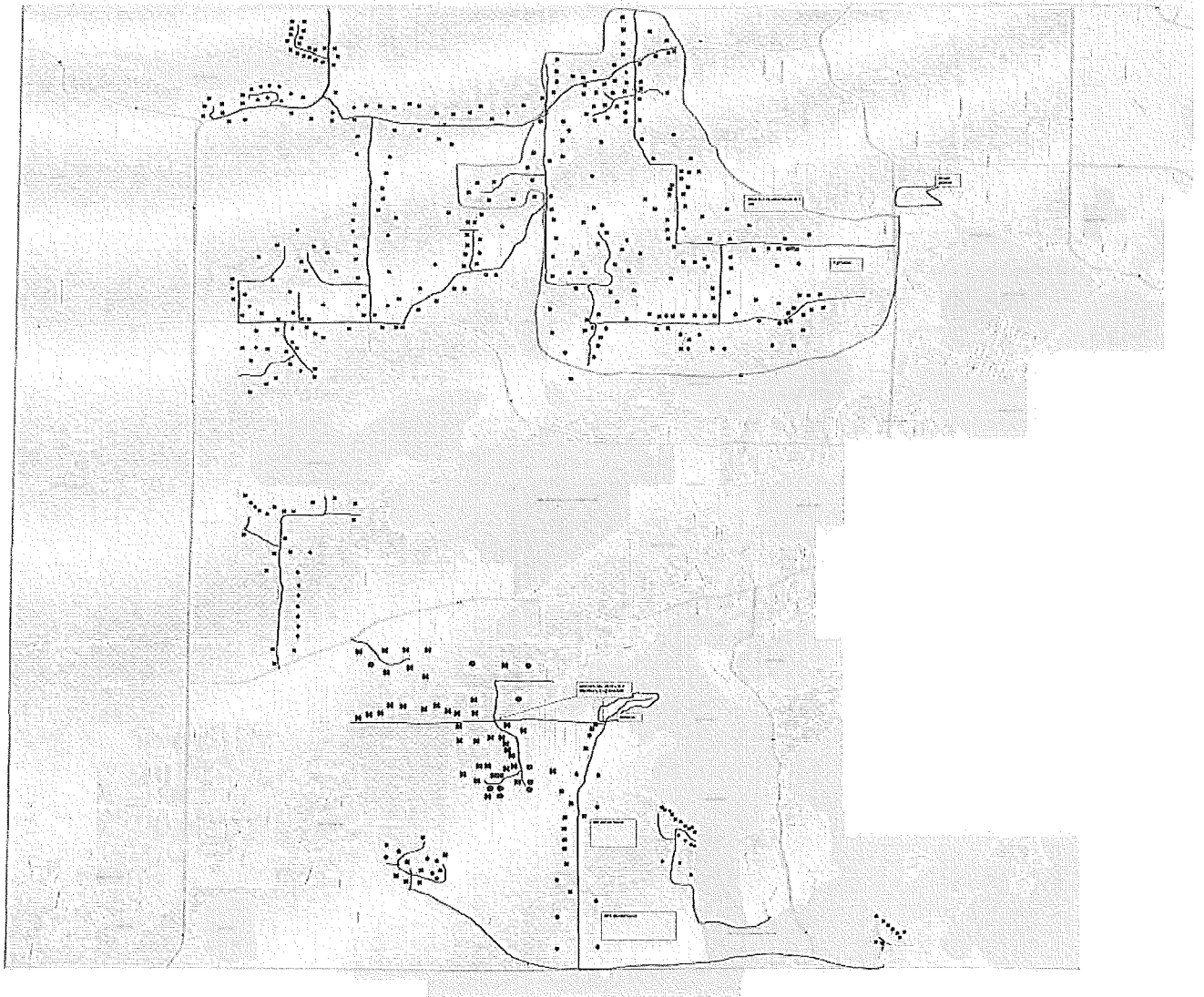
January 1, 2015 and the 48 months thereafter – Phases 1 and 2 per the attached maps (estimated 20.5 miles of residential construction).

Phase 3 - we will continue to review with the City but no construction planned at this time.

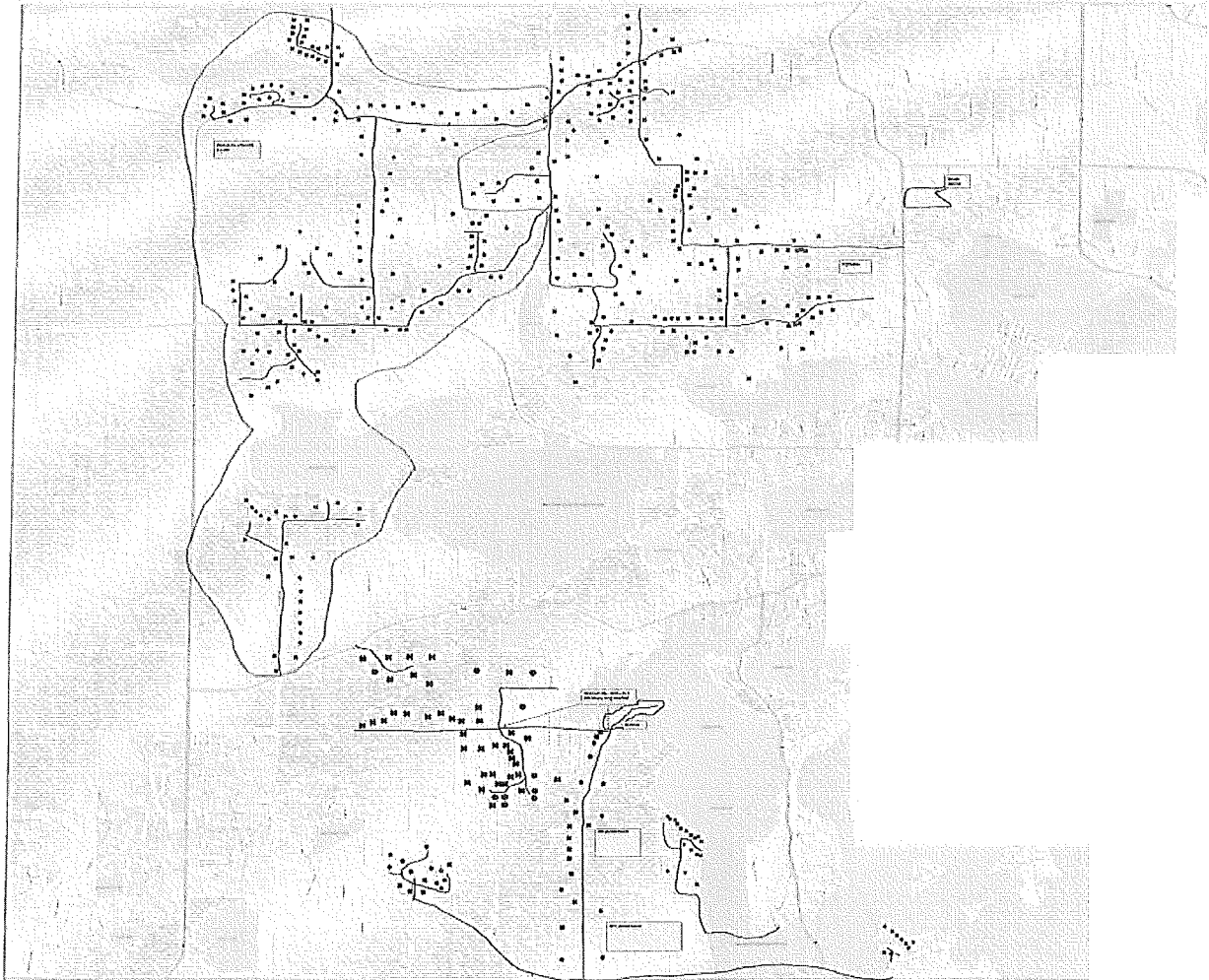
Build-Out Phase 1



Build-Out Phase 2



Build-Out Phase 3



**EXHIBIT B
OWNERSHIP**

Grantee must maintain on file with City an accurate chart outlining its complete ownership structure.

EXHIBIT C
DESCRIPTION OF SYSTEM

1. The Cable System shall be designed, constructed, routinely inspected, and maintained to guarantee that the Cable System meets or exceeds the requirements of the most current editions of the National Electrical Code (NFPA 70) and the National Electrical Safety Code (ANSI C2). In all matters requiring interpretation of either of these codes, the City's interpretation shall control over all other sources and interpretations.
2. General Requirements. Grantee shall use equipment used in high-quality, reliable, modern Cable Systems of similar design.
3. General Description. The Cable System shall provide Subscribers with a technically advanced and reliable Cable System. The System shall have at least 750 MHz of bandwidth capacity, capable of delivering approximately 80 analog channels of programming. The System will be two-way active, and it will be designed to have capability to transmit return signals upstream in the 5-40 MHz spectrum. The design will provide the benefits of proven 80-channel electronics while positioning the System for expansion of bandwidth and channel capacity as technology and future services develop.
4. Design. The design of the System shall be based upon a "Fiber to the Node" architecture that will deliver the signals by fiber optics directly to each neighborhood. Grantee's initial design includes a minimum of six (6) fibers to each Node site having a neighborhood group average of approximately three hundred (300) homes. If Grantee splits Nodes into smaller sizes, fewer fibers will extend to such smaller Nodes. There shall be no more than seven (7) active amplifiers in a cascade from each Node to the residential dwelling. The incorporation of stand-by power supplies, strategically placed throughout the system including all hubs, will further reduce the likelihood of Service Interruptions.
5. Technical Standards. The System shall meet or exceed FCC requirements. In no event shall the System fall below the following standards:
 - a. The System shall be capable of meeting the following distortion parameters:
 1. Carrier to RMS Noise 48 dB
 2. Carrier to Second Order 53 dB
 3. Carrier to Cross Modulation 51 dB
 4. Carrier to Composite Triple Beat 53 dB
 - b. The frequency response of a single channel as measured across any 6 MHz analog channel shall not exceed +/- 2 dB.
 - c. The frequency response of the entire passband shall not exceed $N/10 + 2$ dB for the entire System where N is the number of amplifiers in cascade.
 - d. The System shall be designed such that at a minimum all technical specifications of this Franchise Agreement are met.
 - e. The System shall be designed such that no noticeable degradation in signal quality will appear at the Subscriber terminal.

EXHIBIT D
CONSUMER PROTECTION AND CUSTOMER SERVICE STANDARDS

(1) Cable System office hours and telephone availability.

(a) Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.

(i) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

(ii) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.

(b) Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

(c) Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(d) Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

(e) Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located. Current locations include Mound and Chanhausen. Grantee will provide adequate notice to customers of any changes or modifications to locations or hours of operation.

(2) Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

(a) Standard Installations will be performed within seven (7) business days after an order has been placed.

(b) Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.

(c) The "appointment window" alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)

(d) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(e) If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between Grantee and Subscribers:

(a) Refunds. Refund checks will be issued promptly, but no later than either:

(i) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(ii) The return of the equipment supplied by Grantee if Cable Service is terminated.

(b) Credits. Credits for Cable Service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Billing:

(a) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Cable Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(b) In case of a billing dispute, Grantee must respond to a written complaint from a Subscriber within thirty (30) days.

(5) Subscriber Information. Grantee will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:

(a) Products and Services offered;

(b) Prices and options for programming services and conditions of subscription to programming and other services;

(c) Installation and Service maintenance policies;

- (d) Instructions on how to use the Cable Service;
- (e) Channel positions of programming carried on the System; and
- (f) Billing and complaint procedures, including the address and telephone number of the Grantee's customer service department.

Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by Grantee, including the address of the responsible officer of the Grantee. Subscribers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of Grantee. In addition, Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the information required by this Section (5).

(6) Notice or Rate Programming Change. In addition to the requirement of this subparagraph (f) regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Grantee shall give thirty (30) days written notice to both Subscribers and the City before implementing any rate or Service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of Channels). When the change involves the addition or deletion of Channels, each Channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, Grantee need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

(7) Subscriber Contracts. Grantee shall, upon written request, provide the City with any standard form residential Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any standard form Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of Grantee's current Subscriber rates and charges for Cable Service shall be maintained on file with City and shall be available for public inspection.

(8) Refund Policy. If a Subscriber's Cable Service is interrupted or discontinued, for twenty-four (24) or more consecutive hours, Grantee shall, upon request by the Subscriber, credit such Subscriber pro rata for such interruption. For this purpose, every month will be assumed to have thirty (30) days.

(9) Late Fees. Grantee shall comply with all applicable state and federal laws with respect to any assessment, charge, cost, fee or sum, however characterized, that Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.

(10) Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the

contrary in Section (4), above, Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

(11) Failure to Resolve Complaints. Grantee shall resolve a complaint within thirty (30) days in a manner deemed reasonable by the City under the terms of the Franchise.

(12) Maintain a Complaint Phone Line. Grantee shall maintain a local or toll-free telephone Subscriber complaint line, available to its Subscribers twenty-four (24) hours per day, seven (7) days a week.

(13) Notification of Complaint Procedure. Grantee shall have printed clearly and prominently on each Subscriber bill and in the customer service agreement provided for in Section (5), the twenty-four (24) hour Grantee phone number for Subscriber complaints. Additionally, Grantee shall provide information to customers concerning the procedures to follow when they are unsatisfied with measures taken by Grantee to remedy their complaint. This information will include the contact information for Grantee's corporate customer service department as provided in Grantee's Privacy Policy.

(14) Subscriber Privacy.

(a) To the extent required by Minn. Stat. §238.084 Subd. 1(s) Grantee shall comply with the following: No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(b) No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, including but not limited to lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's business use, and also to the Subscriber subject of that information, unless Grantee has received specific written permission from the Subscriber to make such data available. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(c) Written permission from the Subscriber shall not be required for the conducting of system wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of

such information shall be subject to the provision set forth in subparagraph (b) of this section.

(15) Grantee Identification. Grantee shall provide all customer service technicians and all other Grantee employees, subcontractors and agents entering private property with appropriate picture identification so that Grantee employees may be easily identified by the property owners and Subscribers.

EXHIBIT E
PEG ACCESS FACILITIES AND EQUIPMENT

1. PUBLIC, EDUCATIONAL AND GOVERNMENT (PEG) ACCESS CHANNELS.

a) Grantee shall provide to each of its Subscribers who receive some or all of the Services offered on the Cable System, reception on at least one (1) specially designated noncommercial public access Channel available for use by the general public on a first-come, first-served, nondiscriminatory basis; at least one (1) specially designated access Channel for use by local educational authorities; at least one (1) specially designated access Channel available for government use (hereinafter collectively referred to as the "PEG Channels"); and at least one (1) specially designated access Channel available for lease on a first-come, first-served, nondiscriminatory basis by commercial and noncommercial users. The VHF spectrum must be used for at least one (1) of the PEG Channels required in this paragraph. No charges may be made for Channel time or playback of prerecorded programming on the specially designated access Channels. Personnel, equipment and production costs may be assessed, however, for live studio presentations exceeding five (5) minutes in length. Charges for those production costs and fees for use of other public access Channels must be consistent with the goal of affording the public a low-cost means of television access.

b) Whenever the PEG Channels are in use during eighty percent (80%) of the weekdays, Monday to Friday, for eighty percent (80%) of the time for any consecutive three (3) hour period for six (6) weeks running, and there is demand for use of an additional Channel for the same purpose, the Grantee shall then have six (6) months in which to provide a new PEG Channel for the same purpose, provided that provision of the additional Channel or Channels must not require the Cable System to install Converters.

c) The PEG Channels shall be dedicated for PEG use for the term of the Franchise, provided that Grantee may, utilize any portions of the PEG Channels not scheduled for PEG use. City shall establish rules and procedures for such scheduling in accordance with Section 611 of the Cable Act (47 U.S.C. § 531).

d) Grantee shall also designate Channel 6 for uniform regional channel usage currently provided by "Metro Channel 6" as required by Minnesota Statutes Section 238.43. Programming on this regional channel shall include a broad range of informational, educational, and public service programs and materials to cable television Subscribers throughout the Twin Cities metropolitan area.

e) Grantee shall provide the Access Channels on the Basic Cable Service tier. Upon written request by the City, Grantee shall provide one (1) PEG Channel which may be programmed by the City in high definition (HD). City shall offer a broad array of programming designed to provide a composite of the programming available of the PEG Channels. City understands and agrees that if it exercises this option, Grantee may reduce the number of PEG Channels on the Basic Tier to two (2) channels in addition to the Regional Channel six (6) if applicable.

2. PEG TECHNICAL QUALITY. Grantee shall meet FCC signal quality standards when offering Access Channels on its Cable System.
3. RELOCATION OF GRANTEE'S HEADEND. In the event Grantee relocates its Headend, Grantee will be responsible for replacing or restoring the existing dedicated fiber connections at Grantee's cost so that all the functions and capacity remain available, operate reliably and satisfy all applicable technical standards and related obligations of the Franchise free of charge to the City or its designated entities.
4. PEG OPERATIONS. City may in its sole discretion, negotiate agreements with neighboring jurisdictions served by the same Cable System, educational institutions or others to share the operating expenses of the PEG Channels. City and Grantee may negotiate an agreement for management of PEG Access Facilities, if so desired by both parties.
5. TITLE TO PEG EQUIPMENT. City shall retain title to all PEG equipment and facilities purchased or otherwise acquired.
6. PEG ACCESS OPERATING SUPPORT.
 - a) Upon Grantee's acceptance of this Franchise, Grantee shall collect on behalf of City a per Subscriber fee of One Dollar and Twenty Cents (\$1.20) per month solely to fund public, educational and governmental access expenditures (hereinafter "PEG Fee") which shall be payable quarterly and included in the Fee worksheet Exhibit G. The City Council may reduce the PEG Fee at any time. The City shall have the right, no more than every two (2) years during the term of the Franchise, to increase the PEG Fee by providing Grantee ninety (90) days advance written notice. No single increase in the PEG Fee shall exceed fifteen cents (\$.15) per subscriber.
 - b) The PEG Fee shall be used by City in its sole discretion to fund PEG Access expenditures in a manner consistent with Applicable Law.
 - c) The PEG Fee is not intended to represent part of the Franchise Fee and is intended to fall within one (1) or more of the exceptions in 47 U.S.C. § 542. The PEG Fee may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with 47 U.S.C. §542 or other Applicable Laws. Grantee shall pay the PEG Fee to the City quarterly at the same time as the payment of Franchise Fees under Section 7(1) of the Franchise. Grantee agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the PEG Fee.
 - d) Any PEG Fees owing pursuant to this Franchise which remain unpaid more than thirty (30) days after the end of a given quarter shall be delinquent and shall immediately thereafter accrue interest at the same rate and under the same terms as late Franchise Fee payments as set forth in Section 7(1) of the Franchise. Enforcement of unpaid PEG Fees shall be handled in accordance with Section 9(7) of the Franchise, however, Grantee shall

in all cases be subject to interest on any payment more than thirty (30) days after the end of a given quarter.

e) Within thirty (30) days after receipt of notice from the City, Grantee shall pay City up to Fifty Thousand and no/100ths Dollars (\$50,000.00) as a capital equipment grant ("Grant"). Said Grant may be payable in multiple draws over the course of the term as long as each draw is preceded by thirty (30) days written notice from the City and the aggregate amount of the Grant does not exceed Fifty Thousand Dollars and no/100ths (\$50,000.00). Grantee shall recoup said Grant by retaining the PEG Fee until such time as the capital grant above is recouped. Upon such recoupment, Grantee shall notify the City and Grantee shall thereafter pay the entire PEG Fee payment to the City.

7. SERVICE TO PUBLIC BUILDINGS.

a) Throughout the term of this Franchise Grantee shall provide, free of charge, one (1) service Drop, one outlet, one (1) Converter, if necessary and requested, and Basic Cable Service and the next highest penetrated level of Cable Service generally available to all Subscribers (as of the Effective Date referred to as Expanded Basic Cable Service) ("Complimentary Service"), to all of the sites listed on Exhibit F attached hereto.

b) The City or the building occupant shall have the right to extend Cable Service throughout the building to additional outlets without any fees imposed by Grantee for the provision of such service to such additional outlets except for the cost of additional terminal equipment required to receive the signals.

c) Notwithstanding anything to the contrary set forth in this section, Grantee shall not be required to provide Complimentary Service to such buildings unless it is technically feasible.

d) Grantee shall, in any public building hereinafter built, provide all Drop materials, design specifications and technical advice to provide Complimentary Service to a demark point at such building. If the Drop line to such building exceeds five hundred (500) feet the City or other agency shall pay the Actual Cost of such Drop in excess of five hundred (500) feet.

e) On or before May 31, 2014 Grantee shall construct and maintain, at Grantee's expense, a connection to the Minnetrista City Hall, 7701 Co Rd 110 W, that will provide two-way capability allowing for live transmission of PEG programming upstream to Grantee's Headend.

EXHIBIT F
SERVICE TO PUBLIC FACILITIES

City Hall	7701 Co Rd 110 W
Public Safety Building	7651 Co Rd 110 W

EXHIBIT G
FRANCHISE FEE and PEG FEE PAYMENT WORKSHEET

TRADE SECRET – CONFIDENTIAL

	Month/Year	Month/Year	Month/Year	Total
Cable Service Revenue				
Installation Charge				
Advertising Revenue				
Home Shopping Revenue				
Other Revenue				
Equipment rental				
REVENUE				
Fee Calculated				

Fee Factor: 5%

PEG Fee				

CITY OF MINNETRISTA



CITY COUNCIL MEETING ITEM 6B

Subject: Ordinance Regarding the Use of Substances in Public Places

Prepared By: Sarah Sonsalla, City Attorney
Through: Jasper Kruggel, City Administrator

Meeting Date: September 18, 2023

Overview/Background: As of August 1, 2023, the use of cannabis products is legal in the State of Minnesota. The law that legalized cannabis products did not place any restrictions on the use of them in public places, such as City parks, public ways, and City parking lots.

Currently, the City prohibits the consumption of liquor and beer in public places including City parks, public ways (public streets, avenues, boulevards, alleys), and parking areas. The City currently does not prohibit smoking or vaping in City parks, public ways, or City parking areas.

City staff is proposing that the City Council adopt an ordinance that would prohibit the use of cannabis products in public places such as City parks, public ways (public streets, avenues, boulevards, alleys, sidewalks, and trails), and City parking areas. This would include the prohibition of the use of edible cannabis products such as THC infused gummies and beverages. Per City Council direction at the work session, City staff has removed the prohibition of the smoking of cigarettes, cigars, and the use of vaping devices for the vaping of nicotine. However, the ordinance does prohibit the smoking and vaping of cannabis products in public places.

Recommended Action: Adopt Ordinance No. 486, Adopt Resolution No. 88-23, A Resolution Authorizing Publication of Ordinance No. 486 by Title and Summary.

Attachments:

1. Ordinance No. 486
2. Resolution No. 88-23

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.
MN415-1-899234.v2

ORDINANCE NO. 486

CITY OF MINNETRISTA
COUNTY OF HENNEPIN
STATE OF MINNESOTA

AN ORDINANCE AMENDING SECTIONS 1505.19 AND 1505.21 OF THE CITY CODE
REGARDING THE USE OF SUBSTANCES IN PUBLIC PLACES

THE CITY OF MINNETRISTA HEREBY ORDAINS:

Section 1. The City Council of the City of Minnetrista hereby amends Chapter 15, Section 1505.19 of the Minnetrista City Code by deleting the ~~stricken~~ material and adding the underlined material as follows:

1505.19. – Liquor, ~~and beer~~, edible cannabis products, and smoking and vaping in parks.

It is unlawful to bring into, possess, barter, give away, or consume any intoxicating liquor, ~~or 3.2 malt liquor beverages~~, or edible cannabis products (as defined by Minnesota Statutes Section 342.01) in any public park or any vehicle parking area immediately adjoining such park. It is also unlawful to smoke or vape cannabis products (as they are defined by Minnesota Statutes Section 342.01) in any public park or any vehicle parking area immediately adjoining such park.

Section 2. The City Council of the City of Minnetrista hereby amends Chapter 15, Section 1521 of the Minnetrista City Code by deleting the ~~stricken~~ material and adding the double-underlined material as follows:

1505.21. – Liquor, ~~and beer~~, edible cannabis products, and smoking and vaping in public places.

Subd. 1. *Public ways.* It is unlawful to consume, barter, or give intoxicating beverages, ~~or 3.2 malt liquor beverages~~, or edible cannabis products (as defined by Minnesota Statutes Section 342.01) in or upon a public street, avenue, boulevard, alley, sidewalk, trail, or other public way, whether in a vehicle or not, in the city. It is also unlawful to smoke or vape cannabis products (as they are defined by Minnesota Statutes Section 342.01) in or upon a public street, avenue, boulevard, alley, sidewalk, trail, or other public way, whether in a vehicle or not, in the city.

Subd. 2. *Parking areas.* It is unlawful to consume, barter or give away any intoxicating beverages, ~~or 3.2 malt liquor beverages~~, or edible cannabis products (as defined by Minnesota Statutes Section 342.01) in or upon a parking area open to the public whether in a vehicle or not. It is also unlawful to smoke or vape cannabis products

(as they are defined by Minnesota Statutes Section 342.01) in or upon a parking area open to the public.

Section 4. This ordinance shall take effect following its adoption and publication.

Adopted Date: _____, 2023.

Lisa Whalen
Mayor

Attest:

Angie Boll, Deputy City Clerk

(seal)

CITY OF MINNETRISTA

RESOLUTION NO. 88-23

**RESOLUTION AUTHORIZING PUBLICATION OF
ORDINANCE NO. 486 BY TITLE AND SUMMARY**

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

WHEREAS, the city council of the city of Minnetrista has adopted Ordinance No. 486, An Ordinance Amending Sections 1505.19 and 1505.21 of the City Code Regarding the Use of Substances in Public Places; and

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

WHEREAS, the ordinance is lengthy, consisting of two pages; and

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

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Minnetrista that the city clerk shall cause the following summary of Ordinance No. 486 to be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The city council of the city of Minnetrista has adopted Ordinance No. 486, An Ordinance Amending Sections 1505.19 and 1505.21 of the City Code Regarding the Use of Substances in Public Places. The Ordinance prohibits the consumption of edible cannabis products and the smoking and vaping of cannabis products in public parks, public parking lots, public streets, public sidewalks, and public trails. The full text of Ordinance No. 486 is available for inspection at Minnetrista city hall during regular business hours.

Angie Boll, Deputy City Clerk

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

The resolution was adopted by the city council of the city of Minnetrista on this 18th day of September, 2023, by a vote of ____ ayes and ____ nays.

Lisa Whalen, Mayor

ATTEST:

Angie Boll, Deputy City Clerk