



**CITY COUNCIL MEETING AGENDA**  
**August 21, 2023**  
**7:00pm**

**1) Call to Order**

- a) Pledge of Allegiance
- b) Introductions: City Council: Mayor Lisa Whalen, Cathleen Reffkin, Ann MacGregor; Peter Vickery, 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 Public Works Gary Peters and Deputy City Clerk Angie Boll Consultants: City Attorney Sarah Sonsalla, Kennedy & Graven and City Engineer Alyson Fauske, WSB Engineering
- c) Approval of Agenda

**2) Special Presentations**

- a) Swearing in of Police Officer Chase Dwinell
- b) Three Rivers Park District – Marge Beard

**3) Persons to Be Heard**

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

**4) Consent Agenda**

- a) Approve Work Session Meeting Minutes from August 7, 2023
- b) Approve City Council Regular Meeting Minutes from August 7, 2023
- c) Res. No.70-23 Approve Claims
- d) Res. No.71-23 Approve Agreement with Westonka School District #277 for Lease of Election Equipment for 2023 School Board Elections
- e) Approved Interim Pay for Deputy City Clerk, Angie Boll
- f) Res No.72-23 Approving Supplemental Agreement for Professional Services for the 2023 Pavement Forensics Study

**5) Public Hearings**

- a) Woodland Cove 10<sup>th</sup> Addition
  - i) Res. No.73-23 Vacating Certain Drainage and Utility Easements in the plats of Woodland Cove 4<sup>th</sup> Addition and Woodland Cove 8<sup>th</sup> Addition
  - ii) Res. No.74-23 Approve Final Plat of Woodland Cove 10<sup>th</sup> Addition

**6) Business Items**

- a) No business agenda items

**7) Administrative Items**

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*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.*

a) Staff Reports

i) City Engineer- Street Project Update

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 COUNCIL WORK SESSION MEETING MINUTES August 7, 2023**

### **1) Call to Order**

Mayor Whalen called the meeting to order at 5:30 pm.

#### **Roll Call of Attendees:**

**Present** – Council: Mayor Lisa Whalen, Ann MacGregor, Peter Vickery and Claudia Lacy; Staff: City Administrator Jasper Kruggel, Finance Director Brian Grimm, Director of Public Safety Paul Falls, Director of Public Works Gary Peters, Director of Administration Allie Polsfuss, City Clerk Dawn Motzko and Deputy City Clerk Angela Boll

**Absent:** Council: Cathleen Reffkin

Mayor Whalen requested to change the agenda and have the Lockridge, Grindal, Nauen Government relations presentation before the 2024 budget discussion. Council and staff agreed to the change.

### **2) Lockridge, Grindal, Nauen Government Relations Presentation**

Ann Lenczewski, State Government Affairs Representative with Lockridge, Grindal, Nauen's, provided a presentation for the City Council about delivering state lobbying services to the City for a capital investment requests and other legislative needs.

Some highlights of the presentation include:

- LGN works closely with legislators who represent the City of Minnetrista
- They use a team approach to achieve success and work with staff and Council to understand which legislative priorities need attention.
- The proposed yearly fee for their services is \$40,000

Lenczewski went over what other municipalities their company has helped with their legislative agenda, and how much funding they have helped cities achieve.

The City Council directed staff to bring this back at a future work session for discussion and the Council will determine next steps at that time.

### **3) 2024 Budget Discussion**

Finance Director Grimm presented information for overview.

Highlights included:

- Included in the packet is draft documents created for a proposed 2024 General Fund Budget, Capital Improvement Plan (CIP Equipment) and Preliminary Levy option.
- The draft documents include items discussed at the June 26, 2023 work session and propose a levy increase ranging from 12.62% to 14.33% (12.84% to 14.60% net levy increase) from 2023.
- Both proposed versions make the assumption of a \$100,000 surplus when final 2023 audited numbers for the general fund are calculated at year end. Most of this positive variance has to do with our building permit revenue outperforming budgeted numbers.

- The first version makes the assumption that all of the \$372,000 one-time police money coming in December 2023 is put to the general fund (operations). The second version assumes that \$200,000 is put to the general fund (operations) and the other \$172,000 is put towards capital purposes.
- With the housing market sector still performing well, our preliminary numbers from Hennepin County show the City's tax capacity going up about 11%.
- With the increased valuation, (market value/tax capacity) and the above proposed tax levy options presented above, the tax rate would be projected to increase by about 2-3% from its current 2023 City tax rate of 19.17% to a projected 19.45-19.75%.

Grimm provided a timeline for budget adoption. The next step includes approval of the preliminary tax levy which must be approved by September 30, 2023.

Grimm reviewed the largest budget impacts to the general fund levy which include the compensation and benefits for employees, additional staffing, general operations, and addressing the fund balance.

Whalen pointed out the proposed budget includes an increase of \$50,000 for street and road maintenance. This amount can be reduced if the Council chooses.

The Council and staff talked through the two versions of the proposed budget at 12.8% and 14.8% levy increases. The difference between the two is \$100,000 in the general fund levy in an effort to improve the fund balance.

Whalen commented that there was \$372,000 funded by the State for the City to use for Public Safety. There was discussion on using a portion of the funds to offset the increases in wages for the Police Department. Whalen suggested that another portion of the funds be set aside for the gun range.

There was discussion about the generous donation received separate from the state funding which was approved to be used to build out the wellness area and additional offices in the Police Department.

MacGregor asked Falls what he would like to see the money used for. Falls discussed various priorities of the department and where the funds are most impactful and needed in areas of capital and operational costs.

The Council and staff discussed multiple scenarios for the funding for Public Safety. It was the consensus of the Council that Director of Public Safety, Paul Falls, should be included in the discussions on where this public safety funding is best spent.

Falls added that recruitment and retention are very high priorities, and the Council is already taking a large step forward by approving the labor union agreements for 2024-2026.

There was discussion of potential surplus at the end of 2023, and how that could impact the final 2024 budget.

Grimm provided information on the tax impact per household, the tax impact of City taxes compared to County and School taxes, and entity split for tax

collection.

The Council directed staff to move forward with version two of the proposed budget and to come back at a future work session to work through some of the details prior to preliminary budget levy approval.

The Council also directed staff to move forward with splitting the state's Public Safety funding with a larger portion in Public Safety capital expenditures, and smaller portion in Public Safety operational expenditures.

**4) Adjourn**

Motion by Lacy, seconded by Vickery to adjourn the meeting.  
Motion passed 4-0. Absent: Reffkin

Mayor Whalen adjourned the meeting at 6:49 pm.

Respectfully submitted,

**Allie Polsfuss**  
**Director of Administration**



## CITY COUNCIL MEETING MINUTES August 7, 2023

### 1) Call to Order

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

#### a) Pledge of Allegiance

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

#### c) Approval of Agenda

Motion by Vickery, seconded by MacGregor to approve the agenda as presented.  
Motion passed 4-0. Absent: Reffkin

### 2) Special Presentations

- a) Waconia School Update – Brian Gersich, Waconia Schools Superintendent  
Mr. Gersich provided an update on Waconia School to the City Council.

### 3) Persons to Be Heard

No one from the public wished to speak.

### 4) Consent Agenda

- ~~a) Approve Work Session Meeting Minutes from July 17, 2023~~  
b) Approve City Council Regular Meeting Minutes from July 17, 2023  
c) Res. No. 67-23 Approve Claims  
d) Res. No. 68-23 Award Contract with Sunram Construction for Site Work at Gene Lehner Park  
~~e) Res. No. 69-23 Approve Supplemental Agreement for Professional Services for the 2023 Pavement Forensics Study, City Project 01-24~~  
f) Approve Utility and Access Easement Agreement with M/I Homes  
g) Accept Completion of the Midco Broadband Expansion Project and Authorize Payment to Midco  
h) Accept Resignation of Dawn Motzko, City Clerk, Effective August 10, 2023  
~~i) Approve Conditional Offer of Employment for Brian Turbett for Public Works Maintenance Worker~~

Mayor Whalen requested to pull consent items 4a, 4e and 4i from the agenda.

Motion by Lacy, seconded by MacGregor to approve the consent agenda as presented with the exception of items 4a, 4e and 4i.

Motion passed 4-0. Absent: Reffkin

Mayor Whalen explained the amendments she would like made to the July 17, 2023 work session minutes. These changes will be reflected in the July 17, 2023 Minutes,

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*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.*

Whalen also requested consent agenda item 4e be added to a future Council meeting agenda for discussion.

Whalen requested that consent agenda item 4i be removed from the agenda.

Motion by Vickery, seconded by MacGregor to approve the work session meeting minutes from July 17, 2023 with the corrections laid out by Mayor Whalen.

Motion passed 4-0. Absent: Reffkin

## **5) Public Hearings**

There were no public hearings.

## **6) Business Items**

### **a) Approve Labor Agreement between the City of Minnetrista and IUOE Local No. 49 for 2024-2026**

City Administrator Kruggel presented information for overview.

Highlights included:

- The existing IUOE Local No. 49 labor agreement expires on December 31, 2023.
- The Personnel Committee recommends approval of a new three (3) year labor agreement from 2024 through 2026.
- Included in the packet is a summary of the contract language changes recommended by the Personnel Committee and agreed upon by the IUOE Local No. 49 group.

Vickery asked for clarification on retirement and leave benefits. Kruggel explained that PERA and FICA amounts are determined per state statute and were accounted for in the proposed 2024 budgeted numbers. The union did not request any amendments to the leave benefits in the 2024-2026 contract.

Motion by MacGregor, seconded by Lacy to approve the labor agreement between the City of Minnetrista and IUOE Local No. 49 for 2024-2026.

Motion passed 4-0. Absent: Reffkin

### **b) Approve Labor Agreement between the City of Minnetrista and Law Enforcement Labor Services No. 116 for 2024-2026**

City Administrator Kruggel presented information for overview.

Highlights included:

- The existing LELS Local No. 116 labor agreement expires on December 31, 2023.
- The Personnel Committee recommends approval of a new three (3) year labor agreement from 2024 through 2026.
- Included in the packet is a summary of the contract language changes recommended by the Personnel Committee and agreed upon by the LELS Local No. 116 group.

Motion by Lacy, seconded by Vickery to approve the labor agreement between the City of Minnetrista and Law Enforcement Labor Services No. 116 for 2024-2026.

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Motion passed 4-0. Absent: Reffkin

**c) Approval Labor Agreement between the City of Minnetrista and Law Enforcement Labor Services No. 343 for 2024-2026**

City Administrator Kruggel presented information for overview.

Highlights included:

- The existing LELS Local No. 343 labor agreement expires on December 31, 2023.
- The Personnel Committee recommends approval of a new three (3) year labor agreement from 2024 through 2026.
- Included in the packet is a summary of the contract language changes recommended by the Personnel Committee and agreed upon by the LELS Local No. 343 group.

Motion by Vickery, seconded by MacGregor to approve the labor agreement between the City of Minnetrista and Law Enforcement Labor Services No. 343 for 2024-2026.

Motion passed 4-0. Absent: Reffkin

**7) Administrative Items**

**a) Staff Reports**

- i) Director of Public Safety
  - National Night Out update
  - CSO update
- ii) City Engineer
  - Road Project Updates

**b) Council Reports**

- i) Mayor Lisa Whalen
  - National Night Out
  - Doran Ground Breaking Event
  - Personnel Committee Meeting
  - Holiday Lighting Event
  - August Planning Commission Meeting
- ii) Cathleen Reffkin
- iii) Ann MacGregor
  - Gillespie Center Staffing update
- iv) Peter Vickery
- v) Claudia Lacy
  - MET Council Open House

**8) Adjournment**

Motion by MacGregor, seconded by Vickery to adjourn the meeting.

Motion passed 4-0. Absent: Reffkin

Mayor Whalen adjourned the meeting at 7:45 pm.

Respectfully submitted,



**Allie Polsfuss**  
**Director of Administration**

DRAFT

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***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.***

**RESOLUTION NO. 70-23**

**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 70127 through 70194; electronic checks E1002747 through E1002760; Claims batch includes an electronic transfer for payroll in the amount of \$87,269.98.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that the attached list of claims in the amount of \$1,028,976.97 is hereby approved.

ADOPTED this 21st day of August 2023 by a vote of \_\_\_\_ Ayes  
\_\_\_\_ Nays.

\_\_\_\_\_  
Lisa Whalen, Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

(seal)

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Batch: Aflac080523,PR08032023,Tasc080823,Tasc081023,PFA08152023,080323PSN,Tasc081123,Xcel081523,082123AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>1010 1ST BK OF THE LAKES</b>					
<b>70127</b>	08/21/23	<b>ACTION FLEET, INC</b>			
E 101-43121-404		VEHICLE & EQUIP MAIN	\$1,869.17	I6260	Installation of Warning Lights on Truck #18
		Total	\$1,869.17		
<b>70128</b>	08/21/23	<b>ADVANTAGE PROPERTY MAINTENANCE</b>			
E 101-41940-402		LAWN MAINTENANCE	\$1,860.00	3677	Turf Care
E 101-45202-402		LAWN MAINTENANCE	\$8,085.00	3677	Turf Care
E 601-49440-402		LAWN MAINTENANCE	\$1,350.00	3677	Turf Care
E 602-49490-402		LAWN MAINTENANCE	\$625.00	3677	Turf Care
		Total	\$11,920.00		
<b>70129</b>	08/21/23	<b>AE2S</b>			
E 601-49440-227		UTILITY SYSTEM MAINT	\$120.00	88912	General Services Monthly Fee
E 601-49440-227		UTILITY SYSTEM MAINT	\$2,157.50	88913	Wells 8 & 9 Planning Monthly Fee
E 601-49440-227		UTILITY SYSTEM MAINT	\$3,382.00	88914	Water System Planning Monthly Work Fee
		Total	\$5,659.50		
<b>70130</b>	08/21/23	<b>AMAZON CAPITAL SERVICES</b>			
E 101-43121-221		EQUIPMENT PARTS, TIR	\$180.67	1JTV-P749-H	Button Batteries for Shop Calipers and Rechargeable Flashlight for New Truck
E 101-43121-224		STREET MAINTENANCE	\$879.99	1LJD-RPP7-	Ice Maker PW
E 101-45202-401		BLDG/STRUCT MAINTEN	\$68.18	1LJD-RPP7-	Trash Bags for Parks
E 101-43121-224		STREET MAINTENANCE	(\$439.98)	1VDD-7GXX-	Credit for Ice Maker
E 101-45202-401		BLDG/STRUCT MAINTEN	\$82.64	1WF3-TQXX-	Plugs for Saunders walkway hand railings
		Total	\$771.50		
<b>70131</b>	08/21/23	<b>American Mailing Machines</b>			
E 101-41320-322		POSTAGE	\$173.73	IN118592	Ink Cartridge for the Postage machine
		Total	\$173.73		
<b>70132</b>	08/21/23	<b>AUTOMATIC SYSTEMS CO.</b>			
E 601-49440-227		UTILITY SYSTEM MAINT	\$253.33	040535	Filters for Well #7-AC Unit
		Total	\$253.33		
<b>70133</b>	08/21/23	<b>BIFFS, INC.</b>			
E 101-45202-401		BLDG/STRUCT MAINTEN	\$176.00	W930038	ADA -Porta Potty Lisle Park
E 101-45202-401		BLDG/STRUCT MAINTEN	\$176.00	W930039	ADA - Porta Potty Linden Park
		Total	\$352.00		
<b>70134</b>	08/21/23	<b>CANTEEN REFRESHMENT SVCS</b>			
E 101-43121-211		CLEANING & MAINT SUP	\$113.20	MSP71083	Coffee
E 101-41940-211		CLEANING & MAINT SUP	\$114.95	MSP71083	Coffee
		Total	\$228.15		
<b>70135</b>	08/21/23	<b>CINTAS</b>			
E 101-43121-417		UNIFORMS	\$116.82	4163863993	Uniforms
E 101-43121-417		UNIFORMS	\$116.82	4164582653	Uniforms
		Total	\$233.64		
<b>70136</b>	08/21/23	<b>CONCENTRA</b>			

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Batch: Aflac080523,PR08032023,Tasc080823,Tasc081023,PFA08152023,080323PSN,Tasc081123,Xcel081523,082123AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-42110-418		RECRUITING	\$435.00	103814035	Pre-Employment
		Total	\$435.00		
<b>70137</b>	08/21/23	<b>CORE AND MAIN</b>			
E 601-49440-227		UTILITY SYSTEM MAINT	\$770.73	T299978	Hydrant Repair Parts
E 601-49440-227		UTILITY SYSTEM MAINT	\$386.83	T299996	Hydrant Repair Parts
E 601-49440-227		UTILITY SYSTEM MAINT	\$1,227.15	T307721	Water Gate Valve Extension Rods
		Total	\$2,384.71		
<b>70138</b>	08/21/23	<b>CULLIGAN</b>			
E 101-42110-211		CLEANING & MAINT SUP	\$95.32	114x9287450	Water
		Total	\$95.32		
<b>70139</b>	08/21/23	<b>DOYLE, NATALIE</b>			
R 601-400-37120		UNDISTRIBUTED UTILITI	\$226.26		Rfd Overpmt of Utility-5385 Yellowstone Trail
		Total	\$226.26		
<b>70140</b>	08/21/23	<b>DVS</b>			
E 101-42110-404		VEHICLE & EQUIP MAIN	\$14.25		Unit #70
		Total	\$14.25		
<b>70141</b>	08/21/23	<b>DWINELL, CHASE</b>			
E 101-42110-417		UNIFORMS	\$45.97		Glock
E 101-42110-417		UNIFORMS	\$5.95		Tape Measure
E 101-42110-417		UNIFORMS	\$15.51		Multi Tool
E 101-42110-417		UNIFORMS	\$21.49		Grip Tape
E 101-42110-417		UNIFORMS	\$164.99		N-Ear
		Total	\$253.91		
<b>70142</b>	08/21/23	<b>ECM Publishers, Inc.</b>			
E 101-41910-351		LEGAL NOTICE & ORD P	\$41.25	958238	Public Hearing Easement Vacation
E 101-41910-351		LEGAL NOTICE & ORD P	\$41.25	959313	Public Hearing Easement Vacation
E 101-41910-351		LEGAL NOTICE & ORD P	\$86.63	960209	Planning Commission
		Total	\$169.13		
<b>70143</b>	08/21/23	<b>ENVIROTECH SERVICES INC</b>			
E 101-43121-224		STREET MAINTENANCE	\$11,873.25	CD20231977	Dust Abatement Chemical
E 101-43121-224		STREET MAINTENANCE	\$6,077.70	CD20231988	Dust Abatement Chemical
		Total	\$17,950.95		
<b>70144</b>	08/21/23	<b>EROSION PRODUCTS, LLC</b>			
E 651-49590-224		STREET MAINTENANCE	\$170.00	232097	Seed Mix
E 651-49590-224		STREET MAINTENANCE	\$170.00	232105	Seed Mix
E 651-49590-224		STREET MAINTENANCE	\$1,731.96	232161	Erosion Control Supplies for Projects
		Total	\$2,071.96		
<b>70145</b>	08/21/23	<b>EWEN, SAM</b>			
R 601-400-37120		UNDISTRIBUTED UTILITI	\$396.46		Rfd Overpmt of Utility -6535 S Saunders Lake Dr
		Total	\$396.46		
<b>70146</b>	08/21/23	<b>FARKAS, MIKE &amp; TERRY</b>			

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Batch: Aflac080523,PR08032023,Tasc080823,Tasc081023,PFA08152023,080323PSN,Tasc081123,Xcel081523,082123AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
R 601-400-37120		UNDISTRIBUTED UTILITI	\$141.98		Rfd Overpmt of Utility-6940 Pinnacle Way
		Total	\$141.98		
<b>70147</b>	08/21/23	<b>FASTENAL COMPANY</b>			
E 602-49490-227		UTILITY SYSTEM MAINT	\$159.64		Waterless hand Wipes
E 101-43121-240		SMALL TOOLS AND MIN	\$28.11		Tape measures
		Total	\$187.75		
<b>70148</b>	08/21/23	<b>FRONTIER OH</b>			
E 601-49440-381		ELECTRIC UTILITIES	\$392.50		952-196-0117 Well #5 Phone Service
E 101-41940-321		TELEPHONE	\$527.06		952-446-1660 Monthly Phone Service
E 101-43121-321		TELEPHONE	\$527.06		952-446-1660 Monthly Phone Service
E 101-42110-321		TELEPHONE	\$527.07		952-446-1660 Monthly Phone Service
E 101-43121-321		TELEPHONE	\$124.08		952-446-9997 Fire Alarm-PW
		Total	\$2,097.77		
<b>70149</b>	08/21/23	<b>Fury Motors</b>			
E 101-42110-221		EQUIPMENT PARTS, TIR	\$62.14	774924/1	Unit 79-Oil Change, Vehcile Check Up
E 101-42110-221		EQUIPMENT PARTS, TIR	\$997.76	774973/1	Unit 76-Mount and Balance Tires
E 101-42110-404		VEHICLE & EQUIP MAIN	\$130.92	775002/1	Unit 79-Mount and Balance Tires
E 101-42110-404		VEHICLE & EQUIP MAIN	\$92.50	775034/1	Unit 77-Oil Change, Tire Rotation and Multipection
		Total	\$1,283.32		
<b>70150</b>	08/21/23	<b>Gopher State One Call</b>			
E 601-49440-227		UTILITY SYSTEM MAINT	\$155.25	3070604	Sewer & Water Locates
E 602-49490-227		UTILITY SYSTEM MAINT	\$155.25	3070604	Sewer & Water Locates
		Total	\$310.50		
<b>70151</b>	08/21/23	<b>GREAT AMERICA FINANCIAL SVCS</b>			
E 101-41320-322		POSTAGE	\$175.85	34637547	Postage Rental
		Total	\$175.85		
<b>70152</b>	08/21/23	<b>GREATER MN COMMUNICATIONS</b>			
E 601-49440-322		POSTAGE	\$228.66	28849	High Usage Postcards
		Total	\$228.66		
<b>70153</b>	08/21/23	<b>GRIGGS, CHAD</b>			
E 101-42110-417		UNIFORMS	\$284.10		Uniforms
		Total	\$284.10		
<b>70154</b>	08/21/23	<b>H &amp; R CONST. CO</b>			
E 101-43121-224		STREET MAINTENANCE	\$927.90	21276	Guard Rail Repair Parts
		Total	\$927.90		
<b>70155</b>	08/21/23	<b>HAWKINS INC</b>			
E 601-49440-227		UTILITY SYSTEM MAINT	\$7,547.79	6549608	WTP Chemicals
E 601-49440-227		UTILITY SYSTEM MAINT	\$80.00	6552847	Chlorine Cylinder Demurrage
		Total	\$7,627.79		
<b>70156</b>	08/21/23	<b>HEGEHOLZ, ADAM</b>			
E 101-43121-417		UNIFORMS	\$144.96		Boot Reimbursement for Adam

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Batch: Aflac080523,PR08032023,Tasc080823,Tasc081023,PFA08152023,080323PSN,Tasc081123,Xcel081523,082123AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$144.96		
<b>70157</b>	08/21/23	<b>HENNEPIN COUNTY INFO TECH DEPT</b>			
E 401-42110-560		EQUIP AND FURNISHIN	\$2,702.20	1000210878	radio lease - PD
E 401-43126-560		EQUIP AND FURNISHIN	\$590.40	1000210912	Radio Lease
Total			\$3,292.60		
<b>70158</b>	08/21/23	<b>Int'l Union of Oper. Engineers</b>			
G 101-2360		PAYROLL CLEARING UN	\$315.00	Sept 2023	* Union dues
Total			\$315.00		
<b>70159</b>	08/21/23	<b>JHFOSTER</b>			
E 601-49440-221		EQUIPMENT PARTS, TIR	\$251.67	10660660-00	South WTP air compressor parts
Total			\$251.67		
<b>70160</b>	08/21/23	<b>LANO EQUIPMENT, INC.</b>			
E 101-43121-221		EQUIPMENT PARTS, TIR	\$294.45	03-1014080	Kubota Tractor Parts
Total			\$294.45		
<b>70161</b>	08/21/23	<b>LELS</b>			
G 101-2360		PAYROLL CLEARING UN	\$810.00		PD Union Dues (12x\$67.50)
G 101-2360		PAYROLL CLEARING UN	\$118.32		CSO Union Dues (2x\$59.16)
Total			\$928.32		
<b>70162</b>	08/21/23	<b>LEXISNEXIS RISK DATA MNGMT INC</b>			
E 101-42110-307		PROFESSIONAL SERVIC	\$34.50	1085510-200	Contract Fee
Total			\$34.50		
<b>70163</b>	08/21/23	<b>LOFFLER</b>			
E 401-43126-560		EQUIP AND FURNISHIN	\$458.35	CW171136	IT Services and Project Mgmt-Server Replacement Project
Total			\$458.35		
<b>70164</b>	08/21/23	<b>Martin McAllister</b>			
E 101-42110-418		RECRUITING	\$625.00	15522	Assessment
Total			\$625.00		
<b>70165</b>	08/21/23	<b>MEDICA</b>			
E 101-41320-131		HEALTH & LIFE INS - E C	\$4,823.78	62596962838	Insurance Premium
E 101-41910-131		HEALTH & LIFE INS - E C	\$1,920.00	62596962838	Insurance Premium
E 101-43121-131		HEALTH & LIFE INS - E C	\$3,520.00	62596962838	Insurance Premium
E 101-42110-131		HEALTH & LIFE INS - E C	\$13,480.24	62596962838	Insurance Premium
E 101-45202-131		HEALTH & LIFE INS - E C	\$448.00	62596962838	Insurance Premium
E 101-43125-131		HEALTH & LIFE INS - E C	\$832.00	62596962838	Insurance Premium
E 601-49440-131		HEALTH & LIFE INS - E C	\$1,852.00	62596962838	Insurance Premium
E 602-49490-131		HEALTH & LIFE INS - E C	\$1,592.00	62596962838	Insurance Premium
E 651-49590-131		HEALTH & LIFE INS - E C	\$580.00	62596962838	Insurance Premium
E 101-42401-131		HEALTH & LIFE INS - E C	\$2,000.00	62596962838	Insurance Premium
Total			\$31,048.02		
<b>70166</b>	08/21/23	<b>MET COUNCIL</b>			
G 602-2395		SAC CLEARING	\$19,681.20	July 2023	* Monthly SAC

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$19,681.20		
<b>70167</b>	08/21/23	<b>Metropolitan Council WW Servic</b>			
E 602-49490-438		EXPENSE MWCC	\$32,573.45	0001160650	* Monthly Sewer
Total			\$32,573.45		
<b>70168</b>	08/21/23	<b>METERING AND TECHNOLOGY</b>			
E 601-49440-227		UTILITY SYSTEM MAINT	\$232.71	INV2967	Meter Ends
Total			\$232.71		
<b>70169</b>	08/21/23	<b>METLIFE</b>			
E 101-41320-131		HEALTH & LIFE INS - E C	\$221.40		Dental Insurance
E 101-42401-131		HEALTH & LIFE INS - E C	\$42.75		Dental Insurance
E 101-41910-131		HEALTH & LIFE INS - E C	\$42.75		Dental Insurance
E 101-43121-131		HEALTH & LIFE INS - E C	\$236.05		Dental Insurance
E 101-43125-131		HEALTH & LIFE INS - E C	\$55.79		Dental Insurance
E 101-45202-131		HEALTH & LIFE INS - E C	\$30.04		Dental Insurance
E 101-42110-131		HEALTH & LIFE INS - E C	\$831.07		Dental Insurance
E 601-49440-131		HEALTH & LIFE INS - E C	\$151.95		Dental Insurance
E 602-49490-131		HEALTH & LIFE INS - E C	\$130.26		Dental Insurance
E 651-49590-131		HEALTH & LIFE INS - E C	\$43.16		Dental Insurance
Total			\$1,785.22		
<b>70170</b>	08/21/23	<b>MID COUNTY</b>			
E 601-49440-212		MOTOR FUELS AND LUB	\$275.95	57345a	Dyed Diesel Fuel-Reissue Lost Check
E 602-49490-212		MOTOR FUELS AND LUB	\$275.95	57345a	Dyed Diesel Fuel-Reissue Lost Check
E 101-43121-212		MOTOR FUELS AND LUB	\$689.87	57345a	Dyed Diesel Fuel-Reissue Lost Check
E 101-43125-212		MOTOR FUELS AND LUB	\$137.97	57345a	Dyed Diesel Fuel-Reissue Lost Check
E 101-42110-212		MOTOR FUELS AND LUB	\$712.93	57784	Squad Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$959.14	57864	Squad Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$646.52	57917	Squad Fuel
E 601-49440-212		MOTOR FUELS AND LUB	\$302.58	57959	Dyed Diesel Fuel
E 602-49490-212		MOTOR FUELS AND LUB	\$302.58	57959	Dyed Diesel Fuel
E 101-43121-212		MOTOR FUELS AND LUB	\$756.45	57959	Dyed Diesel Fuel
E 101-43125-212		MOTOR FUELS AND LUB	\$151.28	57959	Dyed Diesel Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$1,022.25	57960	Squad Fuel
E 601-49440-212		MOTOR FUELS AND LUB	\$245.22	58048	Dyed Diesel Fuel
E 602-49490-212		MOTOR FUELS AND LUB	\$245.22	58048	Dyed Diesel Fuel
E 101-43121-212		MOTOR FUELS AND LUB	\$613.05	58048	Dyed Diesel Fuel
E 101-43125-212		MOTOR FUELS AND LUB	\$122.61	58048	Dyed Diesel Fuel
Total			\$7,459.57		
<b>70171</b>	08/21/23	<b>MINNESOTA SECURITY CONSORTIUM</b>			
E 101-42110-307		PROFESSIONAL SERVIC	\$3,200.00	1167	2023 BWC Audit
Total			\$3,200.00		
<b>70172</b>	08/21/23	<b>MINUTEMAN PRESS MINNETONKA</b>			
E 101-42110-202		COPY & PRINTING SUPP	\$32.18	23149	Forms
Total			\$32.18		
<b>70173</b>	08/21/23	<b>MORRIES Parts and Service Group</b>			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43121-404		VEHICLE & EQUIP MAIN	\$396.99	43115	Oil Filter Change and Fuel Filter Change -Truck 2
E 101-41940-404		VEHICLE & EQUIP MAIN	\$949.83	43185	Building Inspection Vehicle-Filter, Brakes, Rotors
E 101-43121-404		VEHICLE & EQUIP MAIN	\$1,861.04	43253	Repair of Truck 5
E 101-43121-404		VEHICLE & EQUIP MAIN	\$2,558.94	43413	Repair of Truck 4
		Total	\$5,766.80		
<b>70174</b>	08/21/23	<b>MOUND TRUE VALUE HARDWARE</b>			
E 101-42110-211		CLEANING & MAINT SUP	\$30.97	187670	Clorox Wipes and Detergent
E 101-42110-211		CLEANING & MAINT SUP	\$8.58	187732	Windshield Washer Fluid
E 101-42110-211		CLEANING & MAINT SUP	\$7.40	188153	Screws
E 101-43121-224		STREET MAINTENANCE	\$7.38	188373	Bolts
		Total	\$54.33		
<b>70175</b>	08/21/23	<b>OFFICE DEPOT</b>			
E 101-41320-201		OFFICE SUPPLIES	\$29.99	31731099400	Paper
E 101-41320-201		OFFICE SUPPLIES	\$5.99	31731099400	Air Freshner
E 101-41320-201		OFFICE SUPPLIES	\$66.99	31743833800	Legal Pads
		Total	\$102.97		
<b>70176</b>	08/21/23	<b>OFFICE OF MNIT SERVICES</b>			
E 101-42110-410		COMPUTER SERVICES/	\$100.00	DV23070437	WAN Services
		Total	\$100.00		
<b>70177</b>	08/21/23	<b>OVERLINE &amp; SON, INC</b>			
E 602-49490-227		UTILITY SYSTEM MAINT	\$1,660.00	1219	Cleaning of LS #5 due to grease build up in Wet well
E 602-49490-227		UTILITY SYSTEM MAINT	\$2,465.00	1220	Emergency Vacuum of ARV on KPR for Replacing
		Total	\$4,125.00		
<b>70178</b>	08/21/23	<b>PREMIUM WATERS, INC</b>			
E 101-41940-211		CLEANING & MAINT SUP	\$91.26	605123-07-23	Water
		Total	\$91.26		
<b>70179</b>	08/21/23	<b>Press Perfect</b>			
E 101-42110-202		COPY & PRINTING SUPP	\$61.70	24850	Business Cards
		Total	\$61.70		
<b>70180</b>	08/21/23	<b>SKYLINE SALT SOLUTIONS</b>			
E 101-43125-224		STREET MAINTENANCE	\$4,422.92	2531	23-24 Early Salt Delivery
E 101-43125-224		STREET MAINTENANCE	\$5,004.67	2532	De-icing Salt
		Total	\$9,427.59		
<b>70181</b>	08/21/23	<b>SUPERIOR LAWN AND LANDSCAPE</b>			
E 433-43122-530		IMPROVEMENTS	\$215.05	57668	Irrigation Repair at 9441 Glacier Rd-Mill and Overlay Proj
		Total	\$215.05		
<b>70182</b>	08/21/23	<b>SYNECO SYSTEMS</b>			
E 602-49490-227		UTILITY SYSTEM MAINT	\$725.48	12607	Odor Control Media for FM #1 ARV on Grandview Ave
		Total	\$725.48		



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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>70183</b>	08/21/23	<b>TASC</b>			
E 101-42110-437		MISCELLANEOUS EXPE	\$30.41	IN2823014	FSA Admin Fees
E 101-41320-437		MISCELLANEOUS EXPE	\$30.00	IN2823014	FSA Admin Fees
		Total	\$60.41		
<b>70184</b>	08/21/23	<b>TEAM LABORATORY CHEMICAL CORP</b>			
E 101-43121-224		STREET MAINTENANCE	\$514.50	INV0037339	Weed Kill for Guard Rails
		Total	\$514.50		
<b>70185</b>	08/21/23	<b>TRUENORTH STEEL</b>			
E 651-49590-224		STREET MAINTENANCE	\$4,024.20	BL000001640	Culverts for North Branch and Prairie Meadows Rd
		Total	\$4,024.20		
<b>70186</b>	08/21/23	<b>TRUGREEN CHEMLAWN</b>			
E 601-49440-402		LAWN MAINTENANCE	\$245.00	180676707	Fertilization and Weed Control
E 101-41940-402		LAWN MAINTENANCE	\$692.00	180676707	Fertilization and Weed Control
E 602-49490-402		LAWN MAINTENANCE	\$40.00	180676707	Fertilization and Weed Control
E 101-45202-402		LAWN MAINTENANCE	\$1,834.00	180676707	Fertilization and Weed Control
		Total	\$2,811.00		
<b>70187</b>	08/21/23	<b>US BANK CORPORATE SYSTEMS</b>			
E 101-42110-201		OFFICE SUPPLIES	\$15.66		Phone Chargers
E 101-42110-404		VEHICLE & EQUIP MAIN	\$480.22		Windshield Repair Charge
E 101-42110-201		OFFICE SUPPLIES	\$13.99		Mouse Pad
E 101-42110-417		UNIFORMS	\$30.74		Squires-Uniform Allowance
E 101-42110-433		DUES & SUBSRIPT & TR	\$91.94		Dwinell Post License
E 101-42110-201		OFFICE SUPPLIES	\$95.39		Directional Sign
E 101-42110-201		OFFICE SUPPLIES	\$87.95		Surge Protector and Battery Backup
E 401-43126-560		EQUIP AND FURNISHIN	\$49.49		Laserfiche Migration Supplies
E 101-41110-437		MISCELLANEOUS EXPE	\$80.44		Council Meeting Food
G 801-1170		LAND USE RECEIVABLE	\$155.99		Copies of Maps (reimbursed by developer)
E 101-41320-433		DUES & SUBSRIPT & TR	\$340.00		Grimm-AIPCA
E 101-41320-433		DUES & SUBSRIPT & TR	\$258.00		Grimm MNGFOA Registration & Seminar
E 101-41110-437		MISCELLANEOUS EXPE	\$84.38		Council Meeting Food
E 101-41320-433		DUES & SUBSRIPT & TR	\$198.47		Polsfuss Lodging-Seminar
E 602-49490-227		UTILITY SYSTEM MAINT	\$167.21		Battery Backup for LS#9
E 101-43121-224		STREET MAINTENANCE	\$19.66		Small Metal Stamp Lettering Stamp
E 101-43121-224		STREET MAINTENANCE	\$31.99		Large Metal Stamp Lettering Set
E 601-49440-227		UTILITY SYSTEM MAINT	\$163.18		Eyewash Replacement Heads
E 602-49490-227		UTILITY SYSTEM MAINT	\$2,666.96		Safety Rescue Tripod and Storage Bags (1/2 paid by Centerpoint Grant)
		Total	\$5,031.66		
<b>70188</b>	08/21/23	<b>USA SECURITY</b>			
E 101-42110-401		BLDG/STRUCT MAINTEN	\$774.99	39962	Service/Support Replacement Interior Door
		Total	\$774.99		
<b>70189</b>	08/21/23	<b>VERIZON WIRELESS</b>			
E 101-42110-321		TELEPHONE	\$0.00		PD Cell phones
E 101-41940-321		TELEPHONE	\$0.00		Admin Cell phones

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43121-321		TELEPHONE	\$0.00		PW Cell Phones
E 401-42110-560		EQUIP AND FURNISHIN	\$491.18	9940408724	MDC Connections
		Total	\$491.18		
<b>70190</b>	08/21/23	<b>VESSCO, INC.</b>			
E 601-49440-227		UTILITY SYSTEM MAINT	\$1,280.51	091695	Chlorine Regulators Parts
		Total	\$1,280.51		
<b>70191</b>	08/21/23	<b>WANNER, DEAN &amp; TRACY</b>			
R 601-400-37120		UNDISTRIBUTED UTILITI	\$250.61		Rfd Overpmt of Utility-1621 Dutch Lake Dr
		Total	\$250.61		
<b>70192</b>	08/21/23	<b>WASTE MANAGEMENT OF WI-MN</b>			
E 671-43230-384		REFUSE REMOVAL	\$18,025.68	7813976-159	* Recycling
E 671-43230-384		REFUSE REMOVAL	\$86.81	8941888-228	Organics
		Total	\$18,112.49		
<b>70193</b>	08/21/23	<b>WSB &amp; ASSOCIATES</b>			
E 651-49590-303		ENGINEERING SERV	\$2,723.50	R-013428-00	MS4 Services
G 801-1170		LAND USE RECEIVABLE	\$1,789.00	R-018539-00	* Woodland Cove 4th Addn
G 801-1170		LAND USE RECEIVABLE	\$51.00	R-019514-00	* Woodland Cove 6th Addn
E 101-42401-303		ENGINEERING SERV	\$3,160.00	R-019691-00	* Bldg Permits/Review- 2022
G 101-1170		LAND USE RECEIVABLE	\$7,697.50	R-019857-00	* Woodland Cove 8th Addn
G 801-1170		LAND USE RECEIVABLE	\$51.00	R-020135-00	* Woodland Cove 5th Addn
E 601-43241-303		ENGINEERING SERV	\$13,742.03	R-020668-00	2023 Street and Utility Reconstruction Proj
E 433-43122-303		ENGINEERING SERV	\$14,600.93	R-020668-00	2023 Street and Utility Reconstruction Proj
E 602-49490-303		ENGINEERING SERV	\$286.29	R-020668-00	2023 Street and Utility Reconstruction Proj
E 406-43121-303		ENGINEERING SERV	\$26,086.75	R-020670-00	2023 Street Reclamation
E 406-43121-303		ENGINEERING SERV	\$103.50	R-020673-00	10 Year Street CIP
E 433-43122-303		ENGINEERING SERV	\$19,565.96	R-020764-00	2023 Street Overlay Project
E 601-43241-303		ENGINEERING SERV	\$205.96	R-020764-00	2023 Street Overlay Project
E 602-49490-303		ENGINEERING SERV	\$823.83	R-020764-00	2023 Street Overlay Project
E 407-45202-303		ENGINEERING SERV	\$340.00	R-021220-00	2023 Misc Engineering-Tree Inspection 2835 Highland
E 101-42401-303		ENGINEERING SERV	\$1,170.00	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	\$5,876.50	R-021557-00	Gene Lehner Park Design and Construction
E 406-43121-303		ENGINEERING SERV	\$27.75	R-021587-00	2023 WCA Services
G 801-1170		LAND USE RECEIVABLE	\$3,406.00	R-021587-00	2023 WCA Services
E 602-49490-303		ENGINEERING SERV	\$588.50	R-021703-00	2023 Sanitary Sewer Replacment Project
E 602-49490-303		ENGINEERING SERV	\$1,030.00	R-021899-00	2023 GIS Services
E 406-43121-303		ENGINEERING SERV	\$5,168.50	R-023081-00	2023 Pavement Maintenance Project
		Total	\$110,994.50		
<b>70194</b>	08/21/23	<b>XCEL ENERGY</b>			
E 602-49490-381		ELECTRIC UTILITIES	\$2,025.34	51-6565409-5	Electricity-Lift Stations
		Total	\$2,025.34		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>1002747 e</b>	08/09/23	<b>Internal Revenue Service</b>			
G 101-2300		PAYROLL CLEARING FE	\$12,444.73		* PR - Fed w/h
G 101-2320		PAYROLL CLEARING FIC	\$13,590.66		* PR - SS/Medicare w/h
		Total	\$26,035.39		
<b>1002748 e</b>	08/09/23	<b>MINNESOTA DEPT. OF REV.</b>			
G 101-2310		PAYROLL CLEARING ST	\$5,862.25		* State w/h
		Total	\$5,862.25		
<b>1002749 e</b>	08/09/23	<b>Public Employees Retirement</b>			
G 101-2330		PAYROLL CLEARING PE	\$25,363.40		* Pera w/h
		Total	\$25,363.40		
<b>1002750 e</b>	08/09/23	<b>Optum</b>			
G 101-2347		HSA CLEARING ACCT	\$5,028.55		HSA Employer and Employee Cont
		Total	\$5,028.55		
<b>1002751 e</b>	08/09/23	<b>HCSP</b>			
G 101-2370		PAYROLL CLEARING DE	\$225.00		* HCSP Retirement
		Total	\$225.00		
<b>1002752 e</b>	08/09/23	<b>ICMA</b>			
G 101-2370		PAYROLL CLEARING DE	\$400.00		* Roth IRA Contributions
		Total	\$400.00		
<b>1002753 e</b>	08/09/23	<b>EDWARD JONES</b>			
G 101-2370		PAYROLL CLEARING DE	\$2,253.80		* Deferred Comp w/h
		Total	\$2,253.80		
<b>1002754 e</b>	08/09/23	<b>TASC</b>			
G 101-2345		PR CLEARING HEALTH F	\$38.94		* FSA Health Care
		Total	\$38.94		
<b>1002755 e</b>	08/09/23	<b>AFLAC</b>			
G 101-2348		AFLAC INS	\$150.50		* Supplemental Insurance
		Total	\$150.50		
<b>1002756 e</b>	08/10/23	<b>TASC</b>			
G 101-2346		PR CLEARING DAYCARE	\$208.33		* Dependent Care
G 101-2345		PR CLEARING HEALTH F	\$27.95		* FSA Health
		Total	\$236.28		
<b>1002757 e</b>	08/10/23	<b>MN PUBLIC FACILITIES AUTHORITY</b>			
E 601-47000-601		BOND PRINCIPAL	\$442,000.00	08/15/2023	Principal on 2016 MN Public Facilities Note(Treatment Plants)
E 601-47000-601		BOND PRINCIPAL	\$51,000.00	08/15/2023	Principal on 2010 MN Public Facilities Note(Well 2A)
E 601-47000-611		BOND INTEREST	\$608.56	08/15/2023	Interest on 2010 MN Public Facilities Note(Well 2A)
E 601-47000-611		BOND INTEREST	\$30,440.00	08/15/2023	Interest on 2016 MN Public Facilities Note(Treatment Plants)
		Total	\$524,048.56		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>1002758 e</b>	08/10/23	<b>PSN</b>			
E 601-49440-307		PROFESSIONAL SERVIC	\$1,030.95	08/03/2023	MONTHLY ONLINE PAYMENT FEES JULY 2023 WATER
E 602-49490-307		PROFESSIONAL SERVIC	\$1,030.94	08/03/2023	MONTHLY ONLINE PAYMENT FEES JULY 2023 SEWER
E 651-49590-307		PROFESSIONAL SERVIC	\$687.29	08/03/2023	MONTHLY ONLINE PAYMENT FEES JULY 2023 SURFACE WATER MGMT
E 671-43230-307		PROFESSIONAL SERVIC	\$687.29	08/03/2023	MONTHLY ONLINE PAYMENT FEES JULY 2023 RECYCLING
		Total	\$3,436.47		
<b>1002759 e</b>	08/11/23	<b>TASC</b>			
G 101-2346		PR CLEARING DAYCARE	\$208.33		* Dependent Care
		Total	\$208.33		
<b>1002760 e</b>	08/14/23	<b>XCEL ENERGY</b>			
E 601-49440-381		ELECTRIC UTILITIES	\$20,939.52	51-6565410-8	Electricity-Wells/Watertower
E 601-49440-381		ELECTRIC UTILITIES	(\$643.36)	51-6565410-8	Electricity-Wells/Watertower-Credit from last Xcel Pmt (June bank Stmt)
		Total	\$20,296.16		
		<b>1010 1ST BK OF THE LAKES</b>	\$941,706.99		

## Fund Summary

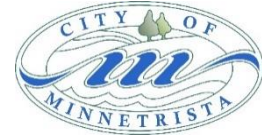
**1010 1ST BK OF THE LAKES**

101 GENERAL FUND	\$176,905.97
401 CAPITAL IMPROVEMENT PROGRAM	\$4,291.62
404 PARK DEDICATION FUND	\$5,876.50
406 ROAD MAINTENANCE FUND	\$31,386.50
407 TREE REPLACEMENT FUND	\$340.00
433 2023 STREET PROJECTS	\$34,381.94
601 WATER FUND	\$583,891.48
602 SEWER FUND	\$69,750.10
651 STORM WATER MGMT FUND	\$10,630.11
671 RECYCLING FUND	\$18,799.78
801 LANDUSE AGENCY	\$5,452.99
	\$941,706.99

## CITY OF MINNETRISTA

### CONSENT AGENDA ITEM

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**Subject:** Election Equipment Lease Agreement with ISD 277

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

**Meeting Date:** August 21, 2023

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#### **Background:**

The Westonka School District 277 will be holding School Board Elections in November, 2023. Typically in the past years, the School District has entered into an agreement with the City of Minnetrista to lease the County owned equipment.

#### **Discussion:**

Westonka School District 277 has requested the City enter into an agreement to lease the Hennepin County Election equipment that the City has in their possession.

The City entered into an agreement (Agreement No. A2311622) with Hennepin County at its February 6, 2023 Council meeting leasing three (6) DS200 Digital Scann Precinct Counts Units and three (6) DS200 Plastic Ballot Boxes, three (5) OmniBallots.

The Lease Agreement would be from September 1, 2023 through December 31, 2023. The City would receive \$646.50 from the School District as compensation for the use of the equipment. In their agreement with the City of Minnetrista the terms of their agreement were that the School District shall pay the City 50% of the annual per unit maintenance costs paid by the City to Hennepin County (\$206.00 x 50% x 3 for the DS200's and \$225.00 x 50% x 2 for the OmniBallots). The details are outlined in the attached agreement.

**Recommended City Council Action:** Approve agreement with the Westonka School District 277 to lease the County owned Election Equipment for their November 2023 School Board Elections

---

#### **Mission Statement:**

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

**CITY OF MINNETRISTA AND WESTONKA SCHOOL DISTRICT 277  
LEASE AGREEMENT**

THIS AGREEMENT, made by and between the City of Minnetrista and the Westonka School District 277, both political subdivisions of the State of Minnesota, hereinafter referred to as the “City” and the “School District” respectively. For purposes of this Agreement, the address of the City is 7701 County Road 110 W, Minnetrista, MN 55364 and the address of the School District is 5901 Sunnyfield Rd. E, Minnetrista, MN 55364.

**WITNESSETH**

WHEREAS, the City entered into a lease with Hennepin County (“County”) dated August 19, 2013, in which the City leased from the County Assisted Voting Technology equipment for a Citywide digital scan voting system, election hardware and services (“County Lease”).

WHEREAS, the County Lease provides that the City may sublease to the School District the Election Equipment and AVT Equipment, as defined in Section 1, for use in School District elections.

WHEREAS, the School District desires to sublease from the City some of the Election Equipment and AVT Equipment, as defined in Section 1, for use in School District elections.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the City and the School District agree as follows:

Section 1

**SCOPE OF AGREEMENT**

- 1.1 The City hereby leases to the School District at the cost identified below and subject to the terms and conditions of this Agreement, and the School District hereby agrees to lease from the City election equipment identified as: three (3) DS200 Digital Scan Precinct Count Units and three (3) DS200 Plastic Ballot Boxes (the “Election Equipment”) for polling places contained within the School District.
- 1.2 The City hereby leases to the School District subject to the terms and conditions of this Agreement, and the School District hereby agrees to lease from the City Equipment identified as: three (3) OmniBallots Voter Assist Terminals for polling places contained within the School District.
- 1.3 Subject to the terms and conditions of this Agreement, the parties may agree by written addendum executed by all the parties to increase or decrease the

Election Equipment and AVT Equipment included within the scope of this Agreement.

- 1.4 In exchange for use of the Election Equipment and AVT Equipment the School District shall pay to the City 50% of the annual per unit maintenance costs paid by the City to Hennepin County (\$206.00 x 50% x 3 for the DS200's and \$225.00 x 50% x3 for the OmniBallots) for a lump sum total of \$646.50, due and payable on October 1, 2023.

## OWNERSHIP

- 2.1 The School District acknowledges that the County owns the Election Equipment and AVT Equipment and that the School District is authorized to use said Election Equipment and AVT Equipment for official election related purposes. Use of the Election Equipment and AVT Equipment for any other purpose is strictly prohibited absent express written consent of the County and City.
- 2.2 The School District acknowledges and agrees that the Election Equipment and AVT Equipment may contain proprietary and trade secret information that is owned by a third party and is protected under state and federal copyright law or other laws, rules, regulations and decisions. The School District shall protect and maintain the proprietary and trade secret status of the Election Equipment and AVT Equipment.

## Section 3

### HANDLING OF EQUIPMENT AND INDEMNIFICATION

- 3.1 The School District shall be responsible for the Election Equipment and AVT Equipment while it is in the School District's custody, possession or control. The School District, either through insurance or a self-insurance program, shall be responsible for all costs, fees, damages and expenses including but not limited to personal injury, storage, damage, repair and/or replacement of the Election Equipment and AVT Equipment while it's in the School District's custody and this Agreement is in effect, consistent with the School District's defense and indemnity obligations contained in Section 7.6 herein.
- 3.2 The School District shall be responsible for the transporting of the Election Equipment and AVT Equipment from and to the City. The School District shall be responsible for all costs, including but not limited to shipping, related to the repair or replacement of lost, stolen, destroyed or damaged Election Equipment and AVT Equipment.
- 3.3 The Election and AVT Equipment shall be stored at the City. The School District shall arrange to pick up the Election and AVT Equipment no more than 4 weeks prior to the beginning of School District voting for each election. The School District shall return the Election and AVT Equipment to the City no more than 24

hours after the end of School District voting for each election. The School District may arrange to pick up three (3) OmniBallot Voter Assist Terminal, 1 DS200 Digital Scan Precinct Count Units and 1 DS200 Plastic Ballot Boxes approximately six weeks prior to each election to be used for absentee voting and new equipment demonstration. The equipment picked up for absentee voting and demonstration must be returned within 24 hours of the end of School District voting for each election. A representative from the School District and City shall both sign an acknowledgement of when the pick-up and return take place and the condition of the units at each of those times.

#### Section 4

#### TERM, TERMINATION

- 4.1 This Agreement commences September 1, 2023 and expires December 31, 2023. Termination of this Agreement by the School District shall not relieve the School District of any duties or obligations hereunder including but not limited to the obligation to pay amounts due and payable. Upon expiration or any termination of this Agreement, the School District shall return the Election Equipment and/or AVT Equipment within a reasonable time and in good operating condition except for routine wear and tear.

#### Section 5

#### MAINTENANCE

- 5.1 **Maintenance.** The City has entered into agreements for the maintenance of the Election Equipment and the AVT Equipment. The School District shall immediately report any maintenance issues to the City. The City shall arrange for the performance of all maintenance for the Election and AVT Equipment.
- 5.2 The School District agrees not to make any repairs, changes, modifications or alterations to the Election Equipment or AVT Equipment.
- 5.3 After reasonable notice, the City shall have the right to enter into and upon the premises where the Election Equipment and AVT Equipment is located for the purposes of inspecting the same or observing its use. On an annual basis, during the term of this Agreement, the School District shall comply with the City's request for verification of Election Equipment and AVT Equipment inventory.

#### Section 6

#### PROGRAMMING AND ACCUMULATION

- 6.1 **Programming.** The School District will work directly with the County in regards for programming. The City will not be responsible for programming the Election



Equipment or AVT Equipment for School District use. The School District is responsible for any programming costs.

## Section 7

### OTHER TERMS AND CONDITIONS

- 7.1 **No Waiver.** No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be observed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise.
- 7.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- 7.3 **Entire Agreement.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.
- All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.
- 7.4 **No Assignment.** Neither party shall assign, sublet or transfer this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and of no force and effect.
- 7.5 **No Warranty.** CITY IS PROVIDING THE ELECTION EQUIPMENT AND AVT EQUIPMENT ON AN AS-IS BASIS WITH NO SUPPORT WHATSOEVER. THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR PARTICULAR USE, NO WARRANTY OF NON-INFRINGEMENT, NO WARRANTY REGARDING THE USE OF THE INFORMATION OR THE RESULTS THEREOF AND NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

Pursuant to the foregoing, the School District agrees that the City is furnishing the Election and AVT Equipment on an "as is" basis, without representation or any express or implied warranties, including but not limited to, fitness for particular purpose, merchantability or the accuracy and completeness of the

Election Equipment or AVT Equipment. The City does not warrant that the Election Equipment and/or AVT Equipment will be error free. The City disclaims any other warranties, express or implied, respecting this agreement or the Election or AVT Equipment.

The School District's exclusive remedy and the City's sole liability for any substantial defect which impairs the use of the Election Equipment and/or AVT Equipment for the purposes stated herein shall be the right to terminate this Agreement.

- 7.6 IN NO EVENT SHALL THE CITY BE LIABLE FOR ACTUAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES (EVEN IF THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE) OR LOSS OF PROFIT, LOSS OF BUSINESS OR ANY OTHER FINANCIAL LOSS OR ANY OTHER DAMAGE ARISING OUT OF PERFORMANCE OR FAILURE OF PERFORMANCE OF THIS AGREEMENT BY THE CITY.

The City and the School District agree each will be responsible for their own acts and omissions under this Agreement and the results thereof including but not limited to the acts or omissions of the party's subcontractors, employees and other personnel and shall to the extent authorized by law defend, indemnify and hold harmless the other party from any liability, claims, causes of action, costs or expenses resulting directly or indirectly from such acts and/or omissions. Each party shall not be responsible for the acts, errors or omissions of the other party under the Agreement and the results thereof. The parties' respective liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. The statutory limits of liability for some or all of the parties may not be added together or stacked to increase the maximum amount of liability for any party. This paragraph shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this Agreement. Nothing in this Agreement constitutes a waiver by the School District or City of any statutory or common law defenses, immunities, or limits on liability.

- 7.7 **Notice.** Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the City:	City of Minnetrista 7701 County Road 110 W Minnetrista, MN 55364
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To the School District:	Westonka Schools Educational Services Center 5901 Sunnyfield Rd. E. Minnetrista, MN 55364
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- 7.8 **Audit Provision.** Both parties agree that either party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.
- 7.9 **Whereas Clauses.** The matters set forth in the “Whereas” clauses on page one of this Agreement are incorporated into and made a part hereof by this reference.
- 7.10 **Survival of Provisions.** It is expressly understood and agreed that the obligations and warranties of the School District and City hereof shall survive the completion of performance and termination or cancelation of this Agreement.
- 7.11 **Authority.** The person or persons executing this Lease Agreement on behalf of the School District and City represent that they are duly authorized to execute this Lease Agreement on behalf of the School District and the City and represent and warrant that this Lease Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.
- 7.12 The parties shall comply with applicable law including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA).

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## **AUTHORIZATION**

**CITY OF MINNETRISTA  
STATE OF MINNESOTA**

\_\_\_\_\_  
Lisa Whalen, Mayor

\_\_\_\_\_  
Angela Boll, Deputy City Clerk

**WESTONKA SCHOOL DISTRICT 277**

By: \_\_\_\_\_

Its: \_\_\_\_\_

And: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF MINNETRISTA**  
**CONSENT AGENDA ITEM**

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**Subject:** Approve Interim Pay for Angie Boll  
**Prepared By:** Allie Polsfuss, Director of Administration  
**Meeting Date:** August 21, 2023

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**Issue/Background:**

City Clerk, Dawn Motzko, left employment on August 8, 2023. Associate Accountant/Deputy City Clerk, Angie Boll, will be assisting with Clerk duties until a new employee is hired.

**Overview:**

With the City Clerk vacancy and Allie Polsfuss out of the office on leave a few weeks in September, Angie Boll will be assisting with various City Clerk duties until we have a new employee hired.

The Personnel Committee recommends interim pay at 10% per hour increase (\$41.47) from August 9-September 30 or until the clerk starts, whichever is earlier. It is estimated to cost an additional \$1,000 over the course of the interim period. Interim pay is a great way to show appreciation for someone stepping up and helping during a period of vacancy.

**Recommended City Council Action:** Approve Interim Pay for Angie Boll effective August 9, 2023-September 30, 2023.

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

---

**Mission Statement:**

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



## CITY OF MINNETRISTA

### REQUEST FOR CITY COUNCIL ACTION/DISCUSSION

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**Subject:** Supplemental Agreement for Professional Services  
2023 Pavement Forensics Study, City Project 01-24

**Prepared By:** Alyson Fauske, PE (MN), City Engineer

**Meeting Date:** August 21, 2023

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#### **Issue:**

Authorize professional services for the 2023 Pavement Forensics Study, City Project 01-24.

#### **Background:**

The proposed 2024 Street Improvement project includes the following:

Reclamation of Trillium Lane East, Trillium Lane West and Trillium Way  
Mill and overlay of Hermitage Trail, Hermitage Circle, Stonebridge Lane and  
Pine Circle

The first step with the proposed 2024 project is to get pavement cores to ensure that the anticipated scope of work is correct. Cores for the Trillium area were collected in May, 2022. Cores for the remaining streets within the proposed area are needed at this time. Staff also recommends coring Nike Road and Ambjor Lane as they are proposed to be overlaid in 2025.

The pavement forensics to be performed will include taking and analyzing 12 pavement cores on the roadways. Coring as part of a pavement forensics study is a valuable way to show what exists under the visible layer of pavement. WSB will identify bituminous thickness, visible bituminous lifts, signs of unbonding or other pavement distresses, and aggregate base thickness to determine viable options for pavement rehabilitation.

#### **Conclusion:**

Staff is recommending Council approve the proposal for the professional services from WSB for the 2023 Pavement Forensics Study.

#### **Fiscal Impact:**

##### **Mission Statement:**

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

The project is proposed to be funded by the Road Maintenance Fund.

The proposed fee for the 2023 Pavement Forensics Study is \$2,865. WSB is proposing to complete the work on a cost-reimbursable basis in accordance with our current fee schedule.

**Recommended City Council Action:** Staff recommends approval of Resolution 72-23 authorizing WSB to complete the 2023 Pavement Forensics Study.

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

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

**Mission Statement:**

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

**RESOLUTION NO. 72-23**

**CITY OF MINNETRISTA  
HENNEPIN COUNTY, MINNESOTA**

**A RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT FOR  
PROFESSIONAL SERVICES FOR THE  
2023 PAVEMENT FORENSICS STUDY**

**CITY PROJECT NO. 01-24**

**WHEREAS**, it is proposed to approve the professional services supplemental agreement for preparation of the 2023 Pavement Forensics Study.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Minnetrista that the preparation of the 2023 Pavement Forensics Study is approved.

**BE IT FURTHER RESOLVED** by the City Council of Minnetrista that an agreement has been made between the City and WSB to provide professional services for the 2023 Pavement Forensics Study.

This resolution was adopted by the City Council of the City of Minnetrista on the 21<sup>st</sup> day of August, 2023, by a vote of \_\_\_\_\_ Ayes and \_\_\_\_\_ Nays.

\_\_\_\_\_  
Lisa Whalen, Mayor

ATTEST:

\_\_\_\_\_  
Angie Boll, Deputy City Clerk

(seal)



**CITY OF MINNETRISTA**



**CITY COUNCIL AGENDA ITEM 5A**

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**Subject:** Woodland Cove 10<sup>th</sup> Addition from M/I Homes

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

**Meeting Date:** August 21, 2023

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**Issue:** M/I Homes of Minneapolis/St. Paul (the “Applicant”) has submitted an application to replat portions of Woodland Cove 4<sup>th</sup> and 8<sup>th</sup> Addition with the final plat known as Woodland Cove 10<sup>th</sup> Addition. The general purpose of the replat is to accommodate a different townhome product that the Applicant sees as more viable based on market analysis and feedback. As part of the replat, the City will need to consider the vacation of certain drainage and utility easements, which includes holding the required public hearing scheduled for this evening pursuant to Minn Stat. § 412.851.

**Recommended City Council Action:**

**Motion to adopt Res. No. 73-23 Vacating Certain Drainage and Utility Easements in the plats of Woodland Cove 4th Addition and Woodland Cove 8th Addition**

**Motion to adopt Res. No. 74-23 Approving the Final Plat Woodland Cove 10<sup>th</sup> Addition with Conditions.**

**Attachments:**

1. Applicant Narrative
2. Woodland Cove 10<sup>th</sup> Addition Final Plat
3. Res. No. 73-23 Vacating Certain Drainage and Utility Easements in the plats of Woodland Cove 4th Addition and Woodland Cove 8th Addition
4. Res. No. 74-23 Approving the Final Plat Woodland Cove 10<sup>th</sup> Addition with 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.

WOODLAND COVE  
10TH ADDITION FINAL  
PLAT AND EASEMENT  
VACATION

### INTRODUCTION

M/I Homes is requesting Final Plat approval for Woodland Cove 10<sup>th</sup> Addition. This addition will replat Lots 11-15, Block 8 and Lots 13-25, Block 7 of Woodland Cove 8<sup>th</sup> Addition as well as Lot 1, Block 1 and Lot 9, Block 8 of Woodland Cove 4<sup>th</sup> Addition.

The replat will adjust the lot lines of existing lots within the 4<sup>th</sup> and 8<sup>th</sup> Additions in order to accommodate a two-story townhome option, known as our Carriage collection. The units within these lots will change from our three-story Summit and Lakeside collection products to our two-story Carriage collection as shown in the attached figure. This proposed change is in response to feedback we have received in the market, creating a smaller option that appeals to buyers, increasing opportunity for potential members of the community.

### EASEMENT VACATION

Because there is a drainage and utility easement over Lot 1, Block 1 and Lot 9, Block 8 of the 4<sup>th</sup> Addition and Lots 13 and 25, Block 7 and Lot 15, Block 8 of 8<sup>th</sup> Addition, these will need to be vacated in order to replat. A new drainage and utility easement will be dedicated over the common lots of 10<sup>th</sup> Addition (Lot 5, Block 1; Lot 13, Block 2; Lot 1, Block 3; and Lot 1, Block 4).

### ABOUT M/I HOMES

M/I Homes has been in business for over 40 years and has built over 140,000 homes in 17 markets within the United States. They entered the Twin Cities Market in 2015 by purchasing Hans Hagen Homes. Hans Hagen Homes was founded over 50 years ago and was one of the largest and oldest home builders in the Minneapolis market.

### TOWNHOME INFORMATION

An example of the two-story townhome collection is attached to this narrative.

### DEVELOPMENT STANDARDS

The development will continue to meet the development standards for the Woodland Cove community.

### RESTRICTIVE COVENANTS

The townhomes will continue to be part of the Woodland Cove East Townhome Association, Inc. Homeowners Association (HOA). The HOA will provide for the maintenance of the overall common elements in the community, including landscaping and irrigation of the common areas, snow removal from sidewalks and private streets, and exterior maintenance. The HOA will also provide for restrictions on outdoor storage, parking (no boats, campers, or trailers) in order to keep the community looking orderly and well maintained.



\*Colors will vary





KNOW ALL PERSONS BY THESE PRESENTS: That M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, owner of the following described property:

Lot 1, Block 1, WOODLAND COVE 4TH ADDITION

and

That part of Woodland Cove Boulevard, as dedicated in the plat of WOODLAND COVE 3RD ADDITION, lying easterly and northerly of a line described as follows: Commencing at the most westerly corner of Lot 1, Block 1, WOODLAND COVE 4TH ADDITION; thence on an assumed bearing of South 25 degrees 48 minutes 29 seconds East along the southwesterly line of said Lot 1 a distance of 65.00 feet to the most southerly corner of said Lot 1 and the point of beginning of the line to be described; thence continuing South 25 degrees 48 minutes 29 seconds East a distance of 3.61 feet; thence North 76 degrees 36 minutes 26 seconds East a distance of 46.20 feet; thence easterly 41.17 feet along a tangential curve concave to the north having a radius of 486.00 feet and a central angle of 04 degrees 51 minutes 13 seconds; thence easterly a distance of 2.11 feet along a compound curve having a radius of 100.00 feet and a central angle of 01 degrees 12 minutes 39 seconds to a southwesterly corner of said Lot 1 and said line there terminating.

And

Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, Block 7, WOODLAND COVE 8TH ADDITION

And

Lots 11, 12, 13 and 14, Block 8, WOODLAND COVE 8TH ADDITION

and that Woodland Cove East Townhome Association, Inc., a Minnesota nonprofit corporation, owner of the following described property:

Lot 9, Block 8, WOODLAND COVE 4TH ADDITION

And

That part of Woodland Cove Boulevard, as dedicated in the plat of WOODLAND COVE 3RD ADDITION, which lies southeasterly of a line described as follows: Commencing at the most southerly corner of Lot 9, Block 8, WOODLAND COVE 4TH ADDITION; thence on an assumed bearing of North 25 degrees 48 minutes 29 seconds West along the southwesterly line of said Lot 9 a distance of 289.22 feet to the most westerly corner of said Lot 9 and the point of beginning of the line to be described; thence North 56 degrees 45 minutes 07 seconds East a distance of 60.35 feet; thence northeasterly a distance of 40.63 feet along a tangential curve concave to the southeast having a radius of 486.00 feet and a central angle of 04 degrees 47 minutes 25 seconds to a northwesterly corner of said Lot 9 and said line there terminating.

And

Lot 25, Block 7, WOODLAND COVE 8TH ADDITION

And

Lot 15, Block 8, WOODLAND COVE 8TH ADDITION

Have caused the same to be surveyed and platted as WOODLAND COVE 10TH ADDITION and do hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Signed: M/I Homes of Minneapolis/St. Paul, LLC

By: \_\_\_\_\_  
John Rask, Area President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by John Rask, the Area President of M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, on behalf of the company.

\_\_\_\_\_  
County, Minnesota Printed Name  
My commission expires \_\_\_\_\_

In witness whereof said Woodland Cove East Townhome Association, Inc., a Minnesota nonprofit corporation, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Signed: Woodland Cove East Townhome Association, Inc.

By: \_\_\_\_\_ its \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of Woodland Cove East Townhome Association, Inc., a Minnesota nonprofit corporation, on behalf of the corporation.

\_\_\_\_\_  
County, Minnesota Printed Name  
My commission expires \_\_\_\_\_

I Marcus F. Hampton do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Marcus F. Hampton, Licensed Land Surveyor, Minnesota License No. 47481

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by Marcus F. Hampton.

\_\_\_\_\_  
County, Minnesota Printed Name  
My commission expires January 31, \_\_\_\_\_

CITY COUNCIL, CITY OF MINNETRISTA, MINNESOTA

This plat of WOODLAND COVE 10TH ADDITION was approved and accepted by the City Council of the City of Minnetrista, Minnesota at a regular meeting thereof held this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Minnetrista, Minnesota

By: \_\_\_\_\_  
Mayor Clerk

COUNTY AUDITOR, Hennepin County, Minnesota

I hereby certify that taxes payable in 20\_\_\_\_ and prior years have been paid for land described on this plat, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Daniel Rogan, County Auditor

By: \_\_\_\_\_, Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Chris F. Mavis, County Surveyor

By: \_\_\_\_\_

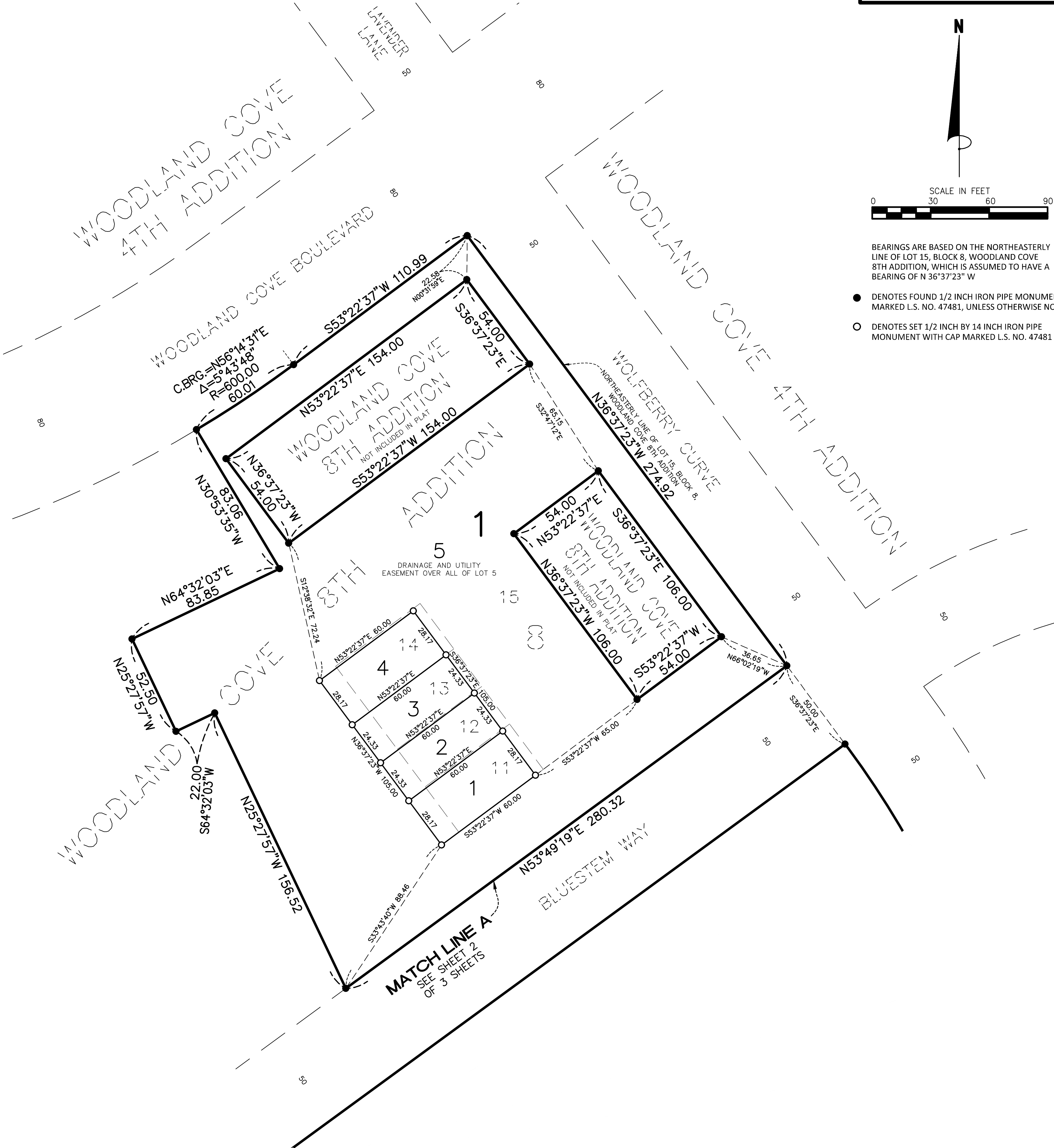
REGISTRAR OF TITLES, Hennepin County, Minnesota

I hereby certify that the within plat of WOODLAND COVE 10TH ADDITION was filed in this office this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_, M.

Amber Bougie, Registrar of Titles

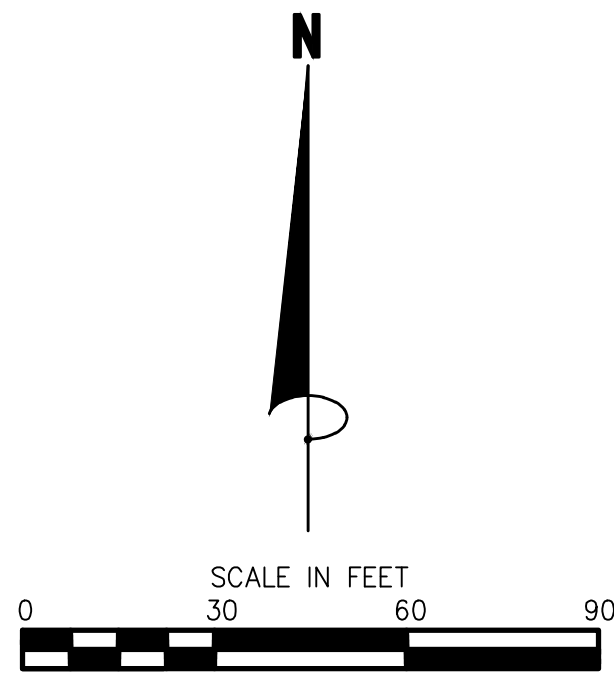
By: \_\_\_\_\_, Deputy

# WOODLAND COVE 10TH ADDITION



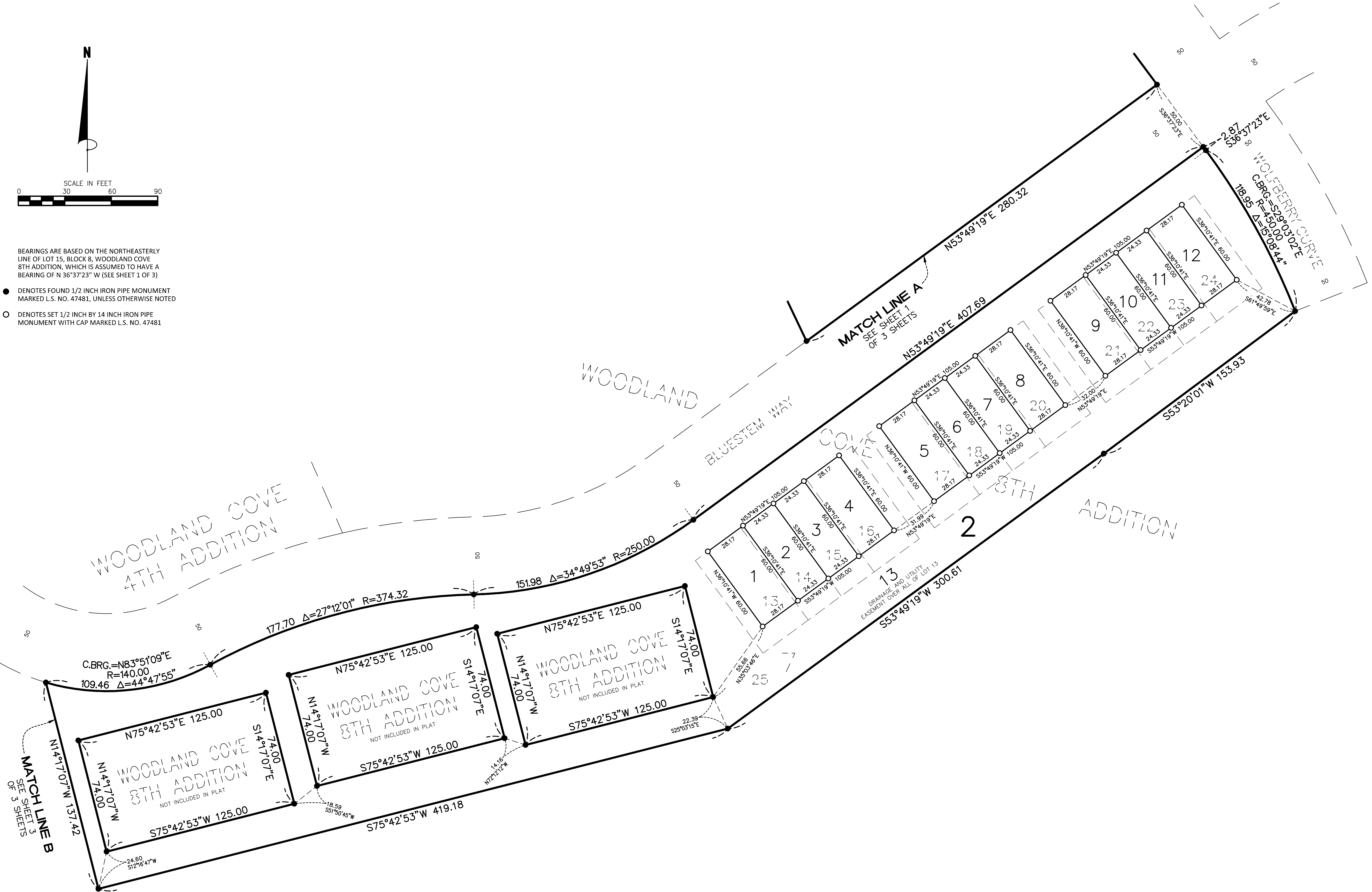
# WOODLAND COVE 10TH ADDITION

R.T. DOC. NO. \_\_\_\_\_



BEARINGS ARE BASED ON THE NORTHEASTERLY LINE OF LOT 15, BLOCK 8, WOODLAND COVE 8TH ADDITION, WHICH IS ASSUMED TO HAVE A BEARING OF N 36°37'23" W (SEE SHEET 1 OF 3)

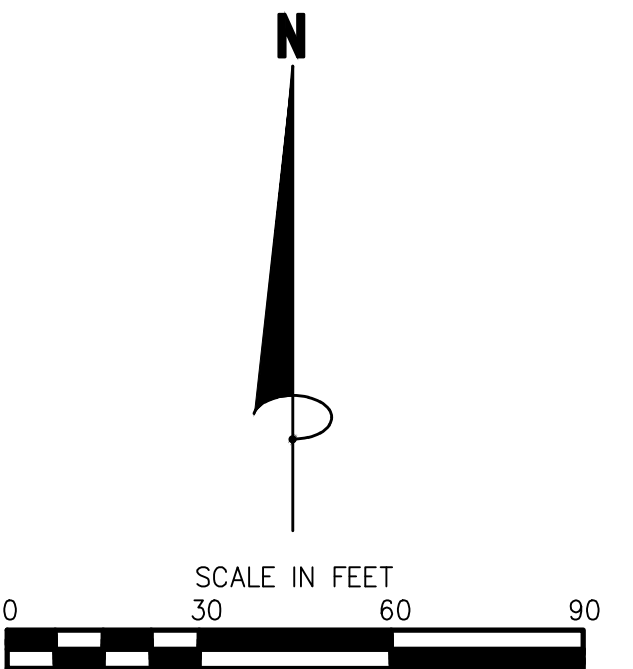
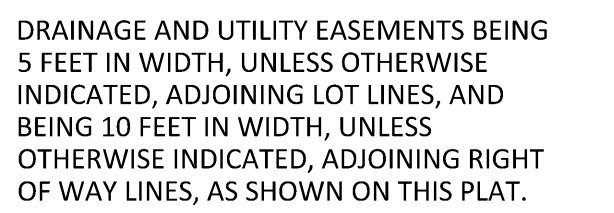
- DENOTES FOUND 1/2 INCH IRON PIPE MONUMENT MARKED L.S. NO. 47481, UNLESS OTHERWISE NOTED
- DENOTES SET 1/2 INCH BY 14 INCH IRON PIPE MONUMENT WITH CAP MARKED L.S. NO. 47481



JAMES R. HILL, INC.

SHEET 2 OF 3 SHEETS

## R.T. DOC. NO. \_\_\_\_\_



BEARINGS ARE BASED ON THE NORTHEASTERLY  
LINE OF LOT 15, BLOCK 8, WOODLAND COVE  
8TH ADDITION, WHICH IS ASSUMED TO HAVE A  
BEARING OF N 36°37'23" W (SEE SHEET 1 OF 3)

- DENOTES FOUND 1/2 INCH IRON PIPE MONUMENT MARKED L.S. NO. 47481, UNLESS OTHERWISE NOTED
- DENOTES SET 1/2 INCH BY 14 INCH IRON PIPE MONUMENT WITH CAP MARKED L.S. NO. 47481



**RESOLUTION NO. 74-23**

**CITY OF MINNETRISTA**

**RESOLUTION GRANTING FINAL APPROVAL OF  
THE PLAT OF WOODLAND COVE 10<sup>th</sup> ADDITION**

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

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

WHEREAS, M/I Homes of Minneapolis/St. Paul, LLC, a Delaware Limited Liability Company (the “Applicant”) is the fee owner of the land being platted as Woodland Cove 10<sup>th</sup> Addition and which is legally described in Exhibit A attached hereto; and

WHEREAS, Woodland Cove East Townhome Association Inc., a Minnesota Non-Profit Corporation, is the fee owner of the land being platted as Woodland Cove 10<sup>th</sup> Addition and which is legally described in Exhibit B attached hereto; and

WHEREAS, the Applicant has requested to replat portions of Woodland Cove 4<sup>th</sup> and 8<sup>th</sup> Additions to accommodate a different townhome product; and

WHEREAS, the City has reviewed the Applicant’s submission and reviewed it with other elements for its consistency with all City ordinances and requirements; and

WHEREAS, the final plat of Woodland Cove 10<sup>th</sup> Addition does not change the overall unit count for Woodland Cove.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Minnetrista, Minnesota that the City makes the following findings of fact regarding the final plat of Woodland Cove 10<sup>th</sup> Addition:

1. The final plat is consistent with the City’s comprehensive plan and, as conditioned herein, its zoning ordinance, its subdivision regulations and its other official controls.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that final approval is granted to the plat of Woodland Cove 10<sup>th</sup> Addition, subject to the following terms and conditions:

1. Three copies of the final plat, mylars, a certified copy of the final plat, and an electronic digital copy of the final plat must be presented to the City;
2. The final plat shall be recorded within 180 days of the date of the plat of Woodland Cove 10<sup>th</sup> Addition is executed by the City;

3. The Applicant must reimburse the City for all fees and costs incurred by the City in review of this application;
4. The Applicant shall comply with the city attorney's recommendation regarding title matters and recording procedures;
5. The city planner is authorized and directed to execute a sign permit for the subdivision entry monument signs; and
6. The mayor and city clerk are authorized and directed to execute the final plat only after notification by the city engineer that she is satisfied with the Applicant's plans for the subdivision improvements.

This resolution was adopted by the City Council of the City of Minnetrista on the 21<sup>st</sup> day of August, 2023 by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

\_\_\_\_\_  
Lisa Whalen, Mayor

ATTEST:

\_\_\_\_\_  
Angela Boll, Deputy City Clerk

(SEAL)

## **EXHIBIT A**

Legal Description of the land owned by M/I Homes of Minneapolis/St. Paul LLC being platted  
as Woodland Cove 10<sup>th</sup> Addition

Lot 1, Block 1, Woodland Cove 4th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1528929.

Lot 13, Block 7, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1543072.

Lot 14, Block 7, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1543073.

Lot 15, Block 7, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1543074.

Lot 16, Block 7, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1543075.

Lot 17, Block 7, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1543076.

Lot 18, Block 7, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1543077.

Lot 19, Block 7, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1543078.

Lot 20, Block 7, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1543079.

Lot 21, Block 7, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1543080.

Lot 22, Block 7, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1543081.

Lot 23, Block 7, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1543082.

Lot 24, Block 7, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1543083.

Lot 11, Block 8, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1543095.

Lot 12, Block 8, Woodland Cove 8th Addition, Hennepin County, Minnesota.

Torrens Certificate No. 1543096.

Lot 13, Block 8, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1543097.

Lot 14, Block 8, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1543098.

Lot 9, Block 8, Woodland Cove 4th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1529118.

## **EXHIBIT B**

Legal Description of the land owned by Woodland Cove East Townhome Association Inc. being  
platted as Woodland Cove 10<sup>th</sup> Addition

Lot 25, Block 7, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1543942.

Lot 15, Block 8, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
Torrens Certificate No. 1543943.

**CITY OF MINNETRISTA**

**RESOLUTION NO. 73-23**

**RESOLUTION VACATING DRAINAGE AND UTILITY EASEMENTS IN  
LOT 9, BLOCK 8, AND LOT 1, BLOCK 1, WOODLAND COVE 4TH  
ADDITION, AND LOTS 13 AND 25, BLOCK 7, AND LOT 15, BLOCK 8,  
WOODLAND COVE 8TH ADDITION**

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

WHEREAS, Woodland Cove East Townhome Association Inc., a Minnesota non-profit corporation, (“Woodland Cove East”) is the fee owner of:

Lot 9, Block 8, Woodland Cove 4th Addition, Hennepin County, Minnesota

and

Lot 25, Block 7, and Lot 15, Block 8, Woodland Cove 8th Addition, Hennepin County, Minnesota;

(the “Association Property”); and

WHEREAS, M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, (“M/I Homes”) is the fee owner of:

Lot 1, Block 1, Woodland Cove 4th Addition, Hennepin County, Minnesota

and

Lot 13, Block 7, Woodland Cove 8th Addition, Hennepin County, Minnesota;

(the “M/I Homes Property”); and

WHEREAS, Woodland Cove East and M/I Homes, collectively, have requested that the City vacate the platted drainage and utility easements on the Association Property and M/I Homes Property; and

WHEREAS, pursuant to Minn. Stat. § 412.851, the City scheduled a public hearing for August 21, 2023 to consider vacation of the platted drainage and utility easements described on Exhibit A and depicted on Exhibit B attached hereto; and

WHEREAS, notice of the public hearing was posted, published in the official newspaper, and mailed to the owners of affected properties, all in accordance with law; and

WHEREAS, the City held the public hearing on the proposed vacation on August 21, 2023, at which hearing all interested parties were heard; and

WHEREAS, Woodland Cove East and M/I Homes will dedicate new drainage and utility easements in favor of the public for drainage and utility purposes with the platting of their proposed plat of Woodland Cove 10th Addition; and

WHEREAS, following the public hearing, the City determined that vacation of the drainage and utility easement as requested is in the public interest; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Minnetrista as follows:

1. The City hereby declares that the easements legally described on Exhibit A and depicted on Exhibit B attached hereto are hereby vacated conditioned upon new drainage and utility easements being dedicated to the public in the plat of Woodland Cove 10<sup>th</sup> Addition.
2. The City Clerk or their designee is authorized and directed to prepare and present to the Hennepin County Auditor a notice that the City has completed these vacation proceedings and record with the Hennepin County Recorder and Registrar of Titles the described vacation.

The foregoing resolution was adopted by the City Council of the City of Minnetrista this 21<sup>st</sup> day of August, 2023 by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

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Lisa Whalen, Mayor

ATTEST:

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City Clerk

## **EXHIBIT A**

### **Legal Descriptions of the Easements Being Vacated**

All those drainage and utility easements, originally dedicated on the recorded plat of WOODLAND COVE 4TH ADDITION, Hennepin County, Minnesota, and now to be vacated, which lie within Lot 1, Block 1, and Lot 9, Block 8, said plat.

AND

All those drainage and utility easements, originally dedicated on the recorded plat of WOODLAND COVE 8TH ADDITION, Hennepin County, Minnesota, and now to be vacated, which lie within Lots 13 and 25, Block 7, and Lot 15, Block 8, said plat.



### Depiction of Easements Being Vacated

For: M/I Homes of Minneapolis/St. Paul, LLC

