



CITY COUNCIL MEETING AGENDA
October 2, 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 Administration Allie Polsfuss, Director of Public Works Gary Peters Consultants: City Attorney Sarah Sonsalla, Kennedy & Graven and City Engineer Alyson Fauske, WSB Engineering
- c) Approval of Agenda

2) Special Presentations

3) Persons to Be Heard

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

4) Consent Agenda

- a) Approve Work Session Meeting Minutes from September 6, 2023
- b) Approve City Council Regular Meeting Minutes from September 6, 2023
- c) Approve Work Session Meeting Minutes from September 18, 2023
- d) Approve City Council Regular Meeting Minutes from September 18, 2023
- e) Approve Support of St. Bonifacius Fire Relief Service Pension Request
- f) Res No. 90-23 Approve Claims
- g) Res. No. 91-23 Approve Master Subscriber Agreement for Minnesota Court Data Services
- h) Res. No. 92-23 Adopt Certification for Unpaid Utility Fees to 2024 Taxes
- i) Res. No. 93-23 Adopt Certification for Land Use/Special Fees to 2024 Taxes
- j) Res. No. 94-23 Approving Conditional Use Permit at 5804 Hardscrabble Circle
- k) Res. No. 95-23 Approving Interim Use Permit for Agricultural Entertainment at 6480 & 6530 County Road 26
- l) Res. No. 96-23 Accept Improvements and Authorize Final Payment for City Project 04-23 2023 Sanitary Sewer Replacement Project

5) Public Hearings

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) Res. No. 97-23 Approve Professional Services Agreement for 2024 Mill and Overlay Project

7) Administrative Items

- a) Staff Reports
 - i) City Engineer – 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 September 6, 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, Cathleen Reffkin and Ann MacGregor;

Staff: City Administrator Jasper Kruggel, Finance Director Brian Grimm, Director of Public Safety Paul Falls, Director of Public Works Gary Peters, and Deputy City Clerk Angela Boll Consultants: City Attorney Sarah Sonsalla, Kennedy and Graven

Absent: Council: Peter Vickery and Claudia Lacy

2) 2024 Budget Discussion

Finance Director, Grimm provided an overview for discussion.

Highlights include:

- At the August 21st, 2023 City Council Meeting there was a consensus to further discuss 14.60% as a preliminary levy to adopt for 2024.
- Since that meeting, there has been some revenue and expenditure impacts including decreased fiscal disparities revenue from Hennepin County, City of Mound 2024 Fire budget expenditures, and City of St. Bonifacius 2024 Fire budget expenditures.

MacGregor stated that she has heard concerns that residents aren't comfortable with the levy going above 15%. MacGregor also asked for clarification on the fire budget increases. Reffkin explained that the formula for the fire budget has changed, and there have been some additional one-time capital expenditures in 2024.

Whalen stated that there should be a discussion on whether the Council feels comfortable using the fund balance in 2024 for these additional expenditures once the surplus in 2023 is further solidified.

There was discussion on increasing the preliminary levy to 15.1% and then have future discussion on how to offset the additional expenditures before the final levy adoption.

Grimm stated that over the next couple months staff should be able to provide more certain numbers for the surplus in 2023 and the Council can then decide how best to mitigate these additional expenditures.

The Council directed staff to move forward with the 15.1% preliminary levy.

3) Mediacom Franchise Agreement Update

City Administrator, Jasper Kruggel provided an overview for discussion.

Highlights include:

- The City renewed its franchise agreement with Mediacom in 2013 for 10 years.
- In November 2022, Mediacom requested an extension of the franchise agreement to 2029. The City responded in April 2023 that they would not extend the agreement unless certain items were addressed.
- The City notified Mediacom that they failed to build out and serve certain areas required by the agreement. Since then, staff has 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 City proposed an extension of the agreement for seven years, ending in 2031 which is proposed to be formally approved on September 20, 2023.

There was discussion on the PEG fees and Franchise fees. Kruggel clarified that PEG fee revenue can only be used for certain expenditures, while franchise fee revenue can be used for any expenditure.

Whalen stated that the franchise agreement is only applicable to video systems, not broadband or phone. Kruggel stated that as long as there is video service provided in the city, a franchise agreement is required.

There was discussion on the length of extension.

The Council directed staff to move forward with the proposed franchise agreement on September 18, 2023.

4) Use of Substances in Public Places

City Attorney, Sarah Sonsalla provided an update for overview.

Highlights included:

- As of August 1, 2023 the use of cannabis products is legal in Minnesota. The law that legalized cannabis products did not place any restrictions on the use of them in public places.
- Currently, the City prohibits the consumption of liquor and beer in public places. The City currently does not prohibit smoking or vaping in public places.
- Staff proposes that the City Council adopt an ordinance that would prohibit the use of cannabis in public places such as city parks, public ways and city parking areas.
- Because the use of cannabis products includes the act of smoking, the Council should discuss prohibiting the smoking of cigarettes, cigars and the utilization of vaping devices in these places as well.

Whalen stated concerns about prohibiting smoking cigarettes in public places. Falls stated that it is easier for enforcement purposes to prohibit smoking as a whole.

The Council directed staff to move forward with the proposed ordinance and strike the cigarettes and cigars language.

5) Capital Bonding Lobbyist-Discussion

Kruggel provided an update for discussion.

Highlights include:

- The Council had a representative from Lockridge, Grindal, Nauen presented about potential lobbying services for the City.
- The Council should have a discussion on if they wish to conduct a request for proposals for this service.

MacGregor stated she thinks the services are necessary and it should be built into the 2025 budget. The Council agreed.

6) Adjourn

Motion by Reffkin, seconded by MacGregor to adjourn the meeting. Motion passed 3-0. Absent: Vickery and Lacy

Mayor Whalen adjourned the meeting at 6:16 pm.

Respectfully submitted,

Angela Boll
Deputy, City Clerk



CITY COUNCIL MEETING MINUTES September 6, 2023

1) Call to Order

Mayor Whalen called the meeting to order at 7:00 pm.

a) Pledge of Allegiance

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

c) Approval of Agenda

Motion by Reffkin, seconded by MacGregor to approve agenda as presented.
Motion passed 3-0. Absent: Lacy and Vickery

2) Special Presentations

Andrew Meyers provided an overview of the Legislative highlights, impacts and updates.

3) Persons to Be Heard

No one spoke at Persons to be Heard

4) Consent Agenda

- a) Approve Work Session Meeting Minutes from August 21, 2023
- b) Approve City Council Regular Meeting Minutes from August 21, 2023
- c) Res. No. 75-23 Approve Claims
- d) Approve Conditional Offer of Employment to Ann Meyerhoff for the City Clerk Position
- e) Res No. 76-23 Approve Lakeshore Setback Variance at 3316 Williams Lane
- f) Res No. 77-23 Approve Guest Home Conditional Use Permit at 400 North Branch Road
- g) Res No 78-23 Approve Conditional Use Permit for Accessory Building over 1,000 sq. ft. at 905 Maple Crest Drive

Motion by MacGregor, seconded by Reffkin to approve the consent agenda as presented. Motion passed 3-0. Absent: Lacy and Vickery

5) Public Hearings

No Public Hearing

6) Business Items

- a) 2024 Budget Process Approval
- i) Res No 79-23 Approve 2024 Preliminary Tax Levy
Finance Director Grimm provided information for overview.
Highlights include:

- City Council and the Department Manager Budget Working Group had a full

presentation and discussion on August 7th regarding the setting of the Preliminary Tax Levy for 2024.

- The consensus at the August 21st City Council meeting was to bring back the general fund levy at 15.1% net levy.
- The levy would have an estimated \$18 per month impact on the median value home that had the average property valuation increase.
- As in previous years, the City's preliminary levy will have to be certified to the County by the end of September deadline. A factor to consider is the preliminary levy, once set, can only stay the same or be reduced at the time of final certification in December.

Motion by Reffkin, seconded by MacGregor to approve Res No 79-23 Approve 2024 Preliminary Tax Levy.

Motion passed 3-0. Absent: Lacy and Vickery

ii) Res No 80-23 Approve Debt Levy at 100% of 2024 Bond Payments

Finance Director Grimm provided information for overview.

Highlights include:

- Per Minnesota Statute 475.061, municipalities may levy up to 105% of the next year's debt payments.
- The City Council has historically levied for 100% of the next year's bond payments. Statute 475.061 provides for the council, at its discretion to authorize adopting a levy that is less than the 105% that is allowed.
- Adopting a policy where the Council levies for the additional 5% provided by statute would increase the debt levy by about \$50,000.

Motion by Reffkin, seconded by MacGregor to approve Res No 80-23 Approve Debt Levy at 100% of 2024 Bond Payments.

Motion passed 3-0. Absent: Lacy and Vickery

Motion by Reffkin, seconded by MacGregor to approve December 4, 2023 at 7:00 p.m. for the truth in taxation meeting and final 2024 budget approvals.

b) Review Concept/Sketch Plan for Outlot C, Woodland Cove Commercial Development Community Development Director, David Abel provided information for overview.

Highlights included:

- David Lau on behalf of Woodland Cove, LLC (the "Applicant") has submitted an application for a concept/sketch plan review of a possible commercial development of Outlot C, Woodland Cove; PUD – Planned Unit Development Zoning District; PID# 34-117-24-33-0052
- The Applicant approached City staff with a concept for Outlot C that included space for 3 separate business and wanted to get some feedback.
- This development was presented to the Planning Commission meeting on August 28, 2023 and the consensus of the commission is that this is a viable plan.
- Since a concept plan does not require any formal action from the City, the City Council should review the materials and information provided within this staff report and provide the Applicant with guidance on a future application submittal.

Applicant Daivd Lau, stated he is focused on the needs of the community and is aware of the traffic implications that various businesses may have. They hope to have a high-quality restaurant and business at this location.

Reffkin and Whalen stated they liked the proposed concept plan. Whalen suggested some vegetation as a buffer between the development and existing townhomes.

c) 3790 Enchanted Lane Variance Discussion

Community Development Director, David Abel provided information for overview.

Highlights included:

- Nathan Fair on behalf of Harriet A. Ellis Trust (the “Applicant”) has made a request for a lakeshore setback variance from the required 75 feet to 41 feet, a street side setback variance from 35 feet to 26.3 feet, and side yard setback variances from 15 feet to 6.1 feet and other side yard 15 feet to 10.1 feet to allow for a new single family home at 3790 Enchanted Lane; R-1 – Low Density Single Family Residence Zoning District
- The Applicant has a purchase agreement to purchase the Property, but among other things, it is contingent upon the review of their variance request.
- The request was presented to the Planning Commission on August 28, 2023 and after much discussion, the Planning Commission recommended the City Council deny the requested variances.
- City Council has three options: Approve the variance requests, as presented; Deny the variance requests, as presented; or approve one or more of the variance requests and deny one or more of the variance requests.
- City staff is asking the City Council to discuss the variance requests, including the testimony at the public hearing and the discussion from the Planning Commission, and provide direction as to which option they would like to see at their September 18, 2023 meeting

Abel did want to make a clarification that the City can not force property owners to combine lots.

Whalen asked the City Attorney Sonsalla about the process for approval or denial. Sonsalla stated that there are technically three variance applications for Council action. There would be separate resolutions prepared depending on the Council’s direction. The Council cannot approve different variances to the setbacks than presented, that would need to be a revision on the application.

Applicant, Nathan Fair, provided a visual presentation of the proposed homes that would go on the two individual lots. The foundation size on the smaller lot is 1,700 square feet. Fair stated that there are seven homes on the block, and six of those homes don’t meet the setbacks. Fair wanted to reiterate that these are two separate properties of record.

Fair wanted to address the parking issue and will be no additional parking on the street, as there is adequate parking in the driveway and garage. Fair stated they are open to doing a sprinkler system if that is a condition required for approval. He also stated they are below the 25% hard cover requirement and below the height requirement.

Whalen asked what the proposed total square footage of 3790 Enchanted Lane. Fair stated

that the foundation is 2,546, and total square footage is 3,976.

Whalen commented that the ordinance does not allow short term rentals.

Whalen stated the Planning Commission was in favor of the lakeshore and street side setback.

Reffkin stated she is not in favor of the proposed side yard setback with the size of the home.

MacGregor asked if there is a possibility of building a narrower home to address the side yard setback concerns. Fair stated he does not believe a narrower home fits in with the neighborhood.

Ron Groat, 3850 Enchanted Lane, expressed his concerns regarding the proposed variances. He also stated that it is possible to build a narrower home.

Micki Krenn, 3830 Enchanted Lane, expressed her concerns regarding the proposed variances.

Nancy Rigelhof and Steve Shoop, 3780 Enchanted Lane, clarified their fence location and easement and expressed their concerns about the proposed variances.

Bruce Phillipson, 3740 Lee Road, expressed his concerns regarding fire hazards and snow removal on the property.

Sarah Bennett, 60 South Sixth Street, Minneapolis MN, attorney representing the property owner, stated that it is not enough for the Council to deny the setback just because they don't like it. Bennett reviewed the circumstances on which a variance can be denied. Bennett stated that her clients are under no legal obligation to combine the two lots. Her client's intent is to keep the two parcels separate. Bennett stated there are practical difficulties with the property, and she feels her client has addressed the concerns presented by the Council and Commission. Bennett also commented that the current issues will keep presenting themselves.

Whalen stated she has concerns about the side yard setback as it will set precedent for future homes. Whalen also stated the practical difficulty is the size of the home, not the lot.

Reffkin stated that the Council has not asked the applicant to combine the lots.

Bennett asked how to proceed with city staff. Whalen stated the Council will provide staff with direction, and staff will do their best to provide guidance to the applicant based on Council's direction.

The Council directed staff to bring back a resolution to approve the lakeshore and streetside setbacks, and deny the side yard setback if the applicant does not wish to amend their request with the findings discussed.

d) 3800 Enchanted Lane Variance Discussion

Community Development Director, David Abel provided information for overview.

Highlights included:

- Nathan Fair on behalf of Harriet A. Ellis Trust (the “Applicant”) has made a request for a lakeshore setback variance from the required 75 feet to 39.1 feet, a street side setback variance from 35 feet to 26.3 feet, and side yard setback variances from 15 feet to 6 feet and 6.3 feet to allow for a new single family home at 3800 Enchanted Lane; R-1 – Low Density Single Family Residence Zoning District.
- The Applicant has a purchase agreement to purchase the Property, but among other things, it is contingent upon the review of their variance request
- The request was presented to the Planning Commission on August 28, 2023 and after much discussion, the Planning Commission recommended the City Council deny the requested variances.
- City Council has three options: Approve the variance requests, as presented; Deny the variance requests, as presented; or approve one or more of the variance requests and deny one or more of the variance requests.
- City staff is asking the City Council to discuss the variance requests, including the testimony at the public hearing and the discussion from the Planning Commission, and provide direction as to which option they would like to see at their September 18, 2023 meeting

Motion made by Reffkin, seconded by MacGregor to direct staff to bring back a resolution to approve the lakeshore and streetside setbacks, and a resolution to deny the side yard setback for both 3790 Enchanted Lane and 3800 Enchanted Lane if the applicant does not wish to amend their request.

7) Administrative Items

- a) Staff Reports
 - i) City Engineer
 - Road Project Updates
- b) Council Reports
 - i) Mayor Lisa Whalen
 - Mound Fire Donation.
 - Northwest League
 - Mayor’s Meeting
 - ii) Cathleen Reffkin
 - Mound Fire Meeting
 - iii) Ann MacGregor
 - Gillespie Center

8) Adjournment

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

Motion passed 3-0. Absent: Lacy and Vickery

Mayor Whalen adjourned the meeting at 8:28 pm.

Respectfully submitted,

Angie Boll
Deputy City Clerk

DRAFT



**CITY COUNCIL
WORK SESSION MEETING MINUTES
September 18, 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, Cathleen Reffkin and Ann MacGregor and Claudia Lacy Staff: City Administrator Jasper Kruggel, Finance Director Brian Grimm, Director of Public Works Gary Peters, and Deputy City Clerk Angela Boll Consultants: City Attorney Sarah Sonsalla, Kennedy and Graven

Absent: Council: Peter Vickery

2) Water Fund Budget Discussion

Finance Director, Brian Grimm provided an overview.

Highlights includes:

- The current cash balance in the water fund is \$2,272,900 and staff is looking for feedback on the water fund so it can be incorporated and updated in the 2024 budget.
- A utility rate study was performed in 2023 and in order to fund water improvements and ongoing operations, the rates for utility fees should be considered every year.
- The tiered water rates have been adjusted by a proposed 8%.
- David Drown and Associates can perform further analysis if the council desires.
- The fee schedule would also include an update for connection and area charges by 8%.

The total project cost for the wells and water treatment center was discussed.

Reffkin asked for clarification on depreciation. Grimm stated that once the new water treatment plant and wells are online that it will continue to increase.

Whalen asked if the council wished to reconsider the lobbying service group to obtain funding for the water improvement projects.

There was discussion on the timeline of the large water infrastructure projects and bonding cycles.

The Council directed staff to move forward with the 8% rate increase and reassess the water rates after the final months of 2023 water billing are completed.

3) Open Meeting Law Refresher

Sarah Sonsalla, Kennedy and Graven provided a presentation on the Open Meeting Law for educational purposes for the City Council.

The City Council had discussion and asked City Attorney Sonsalla questions regarding open meeting law.

4) St Bonifacius Fire Department Service Benefit

Jasper Kruggel, City Administrator gave an overview on the St Bonifacius Fire Department Service Benefit.

- St. Bonifacius is requesting the City adopt a resolution increasing the Fire Relief annual per year from \$5,200 to \$5,700 from the City of Minnetrista.

Council directed staff to this back to consent agenda on the next meeting.

There was discussion on the fire department budget.

5) Adjourn

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

Mayor Whalen adjourned the meeting at 6:33 pm.

Respectfully submitted,

Angela Boll
Deputy, City Clerk



CITY COUNCIL MEETING MINUTES September 18, 2023

1) Call to Order

Mayor Whalen called the meeting to order at 7:00 pm.

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, Director of Public Safety Paul Falls, Community Development Director David Abel, Director of Public Works Gary Peters and Deputy City Clerk Angela Boll Consultants: City Attorney Sarah Sonsalla, Kennedy & Graven and City Engineer Alyson Fauske, WSB Engineering
Absent: City Council: Peter Vickery

c) Approval of Agenda

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

2) Special Presentations

a) Westonka Lions

The president, former president and secretary for the Westonka Lions provided a presentation.

3) Persons to Be Heard

Representatives from Harrison Bay Association, Cherie Wallas, 2135 Overland Lane Mound, spoke to bring attention to and educate the community on water quality issues.

Angela Savstrom 5525 Sherwood Drive Mound, spoke about rain barrels, storm water and water quality issues.

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

Motion by Reffkin, seconded by MacGregor to approve the consent agenda 4a, b, c, d, f,

g h, i, j, and k as presented, and remove 4e.
Motion passed 4-0. Absent: Vickery.

Whalen requested to remove consent Agenda 4e to discuss with AE2S at a future meeting so they can provide a presentation and have the Council can get their questions answered.

Motion by Whalen, second by Reffkin to approve Consent Item 4e that was pulled for discussion is approved as presented. Motion passed 4-0. Absent: Vickery

5) Public Hearings

No Public Hearings

6) Business Items

- a)** Approve Ordinance No 485 Mediacom Franchise Extension through January 1, 2031 and Modifying Certain Franchise Terms
Kruggel provided an overview for discussion.

Highlights include:

- The City renewed its franchise agreement with Mediacom in 2013 for 10 years.
- In November 2022, Mediacom requested an extension of the franchise agreement to 2029. The City responded in April 2023 that they would not extend the agreement unless certain items were addressed.
- The City notified Mediacom that they failed to build out and serve certain areas required by the agreement. Since then, staff has 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 City proposed an extension of the agreement for seven years, ending in 2031 with the terms proposed.

Motion by MacGregor, seconded by Lacy to approve Ordinance No 485 Mediacom Franchise Extension and Modifying Certain Franchise Terms as presented. Motion passed 4-0. Absent: Vickery

- i)** Res No 87-23 Authorizing Publication of Ordinance No 485 by Title and Summary

Motion by Reffkin, seconded by MacGregor to approve Resolution 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

City Attorney, Sarah Sonsalla provided an overview.

Highlights included:

- As of August 1, 2023 the use of cannabis products is legal in Minnesota, but that law did not place any restrictions on the use of the products 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 parks, public ways, and parking areas. The City currently does not prohibit smoking or vaping in public areas.

- The City Council discussed this item at the September 6, 2023 and directed staff to come back with an ordinance to prohibit the use of edible cannabis products, and the smoking and vaping of cannabis products in public places.

Lacy stated that she has concerns about the enforcement of the ordinance proposed. She also has concerns about littering in city areas. Lacy stated she prefer that there is no smoking of any sort in public places.

There was discussion about if there can be limitations on the locations at which smoking can be allowed. Falls stated there have been no recent complaints about smoking or vaping in public areas.

MacGregor stated that the ordinance can always be revised in the future if the Police Department experiences more complaints.

Motion by Reffkin, seconded by MacGregor to approve Ordinance No 486 Amending Sections 1505.19 and 1505.21 of the City Code Regarding Use of Substances in Public Places as presented. Motion passed 3-1. Opposed: Lacy. Absent: Vickery

- i) Res No 88-23 Authorizing Publication of Ordinance No 486 by Title and Summary

Motion by Reffkin, seconded by MacGregor to approve Resolution No 88-23 Authorizing Publication of Ordinance No 486 by Title and Summary. Motion 4-0. Absent Vickery

7) Administrative Items

a) Staff Reports

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

b) Council Reports

- i) Mayor Lisa Whalen
 - NW Hennepin League
 - Mayor's Breakfast
- iii) Cathleen Reffkin
- iii) Ann MacGregor
 - Gillespie Center
- iv) Claudia Lacy

8) Adjournment

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

Mayor Whalen adjourned the meeting at 7:48 pm.

Respectfully submitted,

Angie Boll
Deputy City Clerk

CITY OF MINNETRISTA



CONSENT AGENDA ITEM 4E

Subject: Saint Bonifacius Fire Relief Service Benefit Increase

Prepared By: Jasper Kruggel, City Administrator

Meeting Date: October 2, 2023

Issue:

On September 7, 2023, the City of Saint Bonifacius requested official action from the Minnetrista City Council regarding their request to increase the Saint Bonifacius Fire Relief service benefit from \$5,200 to \$5,700 per year of service.

Overview:

At the September 18th City Council Work Session, the request attached was discussed and it was determined that the Minnetrista City Council is in support of the requested increase. This increase is in line with other communities including the Mound Fire Department.

Recommended City Council Action: Per City Council direction, staff is recommending that the Minnetrista City Council support the requested fire relief service benefit increase requested by Saint Bonifacius moving the benefit from \$5,200 per year of service to \$5,700 per year of service.

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 St. Bonifacius

Office of the Administrator/Clerk/Treasurer
8535 Kennedy Memorial Drive
St. Bonifacius, MN 55375
(952) 446-1061



September 7, 2023

City of Minnetrista
7701 County Road 110 West
Minnetrista, MN 55364

Watertown Township
3580 County Road 10 North
Watertown, MN 55338

Laketown Township
9530 Laketown Road
Chaska, MN 55318

Dear City Officials

The City Council of St. Bonifacius is favorably considering adopting a Resolution increasing the Fire Relief annual per year of service benefit from \$5,200 to \$5,700. We are requesting your Official's action.

The current fire contracts include the following language:

The contracting public bodies agree that the present amount being paid for Relief benefits will be paid until and unless a majority of the contracting public bodies approves increased benefits and increased contributions to the fund.

The Fire Relief Association fund receives revenue from the City annual contribution (\$35,000) included in the Fire Departments annual budget, State Fire Aid, and investment proceeds.

If you have questions, please call Mayor Kerry Taylor at 952-913-8240 or Fire Chief Eric Anderson at 952-292-3797.

The City Council and St. Bonifacius Fire Department Relief Association appreciates your consideration of the increase. If your officials disagree with the increase please respond by November 8, 2023.

Thank you,

A handwritten signature in black ink that reads "Brenda Fisk".

Brenda Fisk
Administrator/Clerk/Treasurer

RESOLUTION NO. 90-23

**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 70302 through 70349; electronic checks E1002788 through E1002797; Claims batch includes an electronic transfer for payroll in the amount of \$89,763.43.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that the attached list of claims in the amount of \$332,398.67 is hereby approved.

ADOPTED this 2nd day of October 2023 by a vote of ____ Ayes
____ Nays.

Lisa Whalen, Mayor

ATTEST:

Deputy City Clerk

(seal)

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Batch: MEDSUREY0923,PR09142023,Tasc092023,091523 Bridge,100223AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1010 1ST BK OF THE LAKES					
70302	10/02/23	A-1 STRIPES, INC.			
E 101-43121-224		STREET MAINTENANCE	\$3,525.00	26443	Crosswalk, Stop bar, Striping and Arrows/Symbols throughout the City
		Total	\$3,525.00		
70303	10/02/23	AE2S			
E 601-49440-303		ENGINEERING SERV	\$254.00	89586	General Services Monthly Invoice-Interconnect
E 601-49440-303		ENGINEERING SERV	\$3,900.00	89587	Wells 8 & 9 Design Monthly Invoice
E 601-49440-303		ENGINEERING SERV	\$6,694.50	89588	Water System Planning
		Total	\$10,848.50		
70304	10/02/23	ANDERSON, RICHARD			
R 601-400-37120		UNDISTRIBUTED UTILITI	\$61.75		Refund Overpmt of Utility-6500 South Bay Drive
		Total	\$61.75		
70305	10/02/23	ASPEN MILLS			
E 101-42110-417		UNIFORMS	\$111.90	319295	Uniform
		Total	\$111.90		
70306	10/02/23	AUTOMATIC SYSTEMS CO.			
E 602-43251-530		IMPROVEMENTS	\$72,429.00	040708	Lift Station 1 Control Panel
		Total	\$72,429.00		
70307	10/02/23	BADGER STATE INSPECTION LLC			
E 673-49600-307		PROFESSIONAL SERVIC	\$5,923.00	1001136	Review, Inspection, Precon and Punch List, Project Mgmt
		Total	\$5,923.00		
70308	10/02/23	BAUER BUILT TIRE			
E 101-43121-221		EQUIPMENT PARTS, TIR	\$635.82	940102843	Tires for Truck 16
E 101-45202-221		EQUIPMENT PARTS, TIR	\$356.94	940102843	Tires for Parks Trailer 22
		Total	\$992.76		
70309	10/02/23	CANON FINANCIAL SERVICES INC			
E 101-42110-202		COPY & PRINTING SUPP	\$95.49	31240816	Copier-PD
		Total	\$95.49		
70310	10/02/23	Car-Co Auto Parts			
E 101-45202-221		EQUIPMENT PARTS, TIR	\$19.38	49-722309	Battery Terminal for Z-Turn Mower
		Total	\$19.38		
70311	10/02/23	CARQUEST			
E 101-43121-221		EQUIPMENT PARTS, TIR	\$12.50	427486	Hydraulic Fittings for Bucket Broom Attachement
		Total	\$12.50		
70312	10/02/23	CINTAS			
E 101-43121-417		UNIFORMS	\$116.82	4168098733	Uniforms
E 101-43121-417		UNIFORMS	\$116.82	4168787345	Uniforms
		Total	\$233.64		
70313	10/02/23	CLASSIC CLEANING COMPANY			

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Batch: MEDSUREY0923,PR09142023,Tasc092023,091523 Bridge,100223AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41940-211		CLEANING & MAINT SUP	\$525.00	35321	Monthly Sept City Hall/PW- Paper Towels, Toliet Paper
E 101-43121-211		CLEANING & MAINT SUP	\$500.00	35321	Monthly Sept City Hall/PW- Paper Towels, Toliet Paper
E 101-42110-211		CLEANING & MAINT SUP	\$965.00	35322	Monthly Sept PD and Towels
		Total	\$1,990.00		
70314	10/02/23	DAVIS, KEITH AND LISA			
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB-21323 R1	Temp Co Rtn-3950 Farmhill Ct (Norton sent Temp chk, homeowners pd Norton)
		Total	\$5,000.00		
70315	10/02/23	ENGEL WATER TESTING			
E 601-49440-227		UTILITY SYSTEM MAINT	\$540.00	23-27082	Water Testing Fee
		Total	\$540.00		
70316	10/02/23	FRONTIER OH			
E 601-49440-381		ELECTRIC UTILITIES	\$390.00	952-196-1926	Water Treatment
E 101-43121-321		TELEPHONE	\$127.96	952-446-9997	Fire Alarm-PW
E 601-49440-381		ELECTRIC UTILITIES	\$92.24	952-472-1082	Well #5 Phone Service
		Total	\$610.20		
70317	10/02/23	Grainger Inc.			
E 101-41940-223		BUILDING REPAIR PART	\$921.60	9833857098	Light Bulbs for City Hall and PD
		Total	\$921.60		
70318	10/02/23	GREAT AMERICA FINANCIAL SVCS			
E 101-41320-322		POSTAGE	\$175.85	34845823	Postage Machine
		Total	\$175.85		
70319	10/02/23	Grimm, Brian			
E 101-41320-433		DUES & SUBSRIPT & TR	\$171.61		Mileage Roundtrip to MNGFOA Conference
		Total	\$171.61		
70320	10/02/23	HAWKINS INC			
E 601-49440-227		UTILITY SYSTEM MAINT	\$130.00	6580122	Chlorine Cylinder Demurrage
E 601-49440-227		UTILITY SYSTEM MAINT	\$2,667.35	6581035	Water Treatment Plant Chemicals
		Total	\$2,797.35		
70321	10/02/23	HENNEPIN COUNTY INFO TECH DEPT			
E 401-42110-560		EQUIP AND FURNISHIN	\$2,596.86	1000212242	radio lease - PD
E 401-43126-560		EQUIP AND FURNISHIN	\$590.40	1000212276	Radio Lease
		Total	\$3,187.26		
70322	10/02/23	INDELCO PLASTICS CORP			
E 601-49440-227		UTILITY SYSTEM MAINT	\$455.89	INV416889	Permaganate Pump Parts-N WTP
		Total	\$455.89		
70323	10/02/23	JBT BLACKTOPPING			
E 101-43121-224		STREET MAINTENANCE	\$10,350.00	2220	Paving of Reconstructed Trails in Woodland Cove
		Total	\$10,350.00		
70324	10/02/23	KOCH, SPENCER			

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Batch: MEDSUREY0923,PR09142023,Tasc092023,091523 Bridge,100223AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-42110-417		UNIFORMS	\$61.01		Holster
E 101-42110-417		UNIFORMS	\$151.97		Belt
		Total	\$212.98		
70325	10/02/23	LEIF, ISAAC			
E 673-49600-307		PROFESSIONAL SERVIC	\$900.00	03-116	Worksession, Planning and City Council Meetings
		Total	\$900.00		
70326	10/02/23	LEVANEN UNDERGROUND, LLC			
E 602-43251-530		IMPROVEMENTS	\$1,945.11	Pay Voucher	2023 Sanitary Sewer Replacement Project
		Total	\$1,945.11		
70327	10/02/23	MET COUNCIL			
G 602-2395		SAC CLEARING	\$14,760.90	August 2023	* Monthly SAC
		Total	\$14,760.90		
70328	10/02/23	MINNESOTA UI FUND			
E 101-49020-437		MISCELLANEOUS EXPE	\$77.49	16485130	Unemployment Insurance
		Total	\$77.49		
70329	10/02/23	MINNESOTA ROADWAYS CO.			
E 101-43121-224		STREET MAINTENANCE	\$138.84	124141	Tack Oil for Patching
		Total	\$138.84		
70330	10/02/23	MOUND TRUE VALUE HARDWARE			
E 601-49440-227		UTILITY SYSTEM MAINT	\$13.98	188958	Snap off Knife
		Total	\$13.98		
70331	10/02/23	MULTIHOUSING CREDIT CONTROL			
E 101-42110-418		RECRUITING	\$12.00	23080073	Background (2)
E 101-41320-437		MISCELLANEOUS EXPE	\$12.00	23080073	Background (2)
		Total	\$24.00		
70332	10/02/23	NCPERS MINNESOTA - 632400			
G 101-2380		PAYROLL CLEARING LIF	\$240.00	63240010202	*PERA life Ins Employer Paid
		Total	\$240.00		
70333	10/02/23	Capital One Trade Credit			
E 101-43121-224		STREET MAINTENANCE	\$216.55		Battery Trimming Saw
E 101-43121-224		STREET MAINTENANCE	\$131.05		Battery Handheld Blower
		Total	\$347.60		
70334	10/02/23	OFFICE OF MNIT SERVICES			
E 101-42110-410		COMPUTER SERVICES/	\$100.00	DV23080435	WAN Services
		Total	\$100.00		
70335	10/02/23	ONSITE MEDICAL			
E 101-42110-307		PROFESSIONAL SERVIC	\$1,010.00	24711	PD Mask Fitting
		Total	\$1,010.00		
70336	10/02/23	PLUNKETTS			
E 601-49440-227		UTILITY SYSTEM MAINT	\$130.00	8211648	Pest Control

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Batch: MEDSUREY0923,PR09142023,Tasc092023,091523 Bridge,100223AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 601-49440-227		UTILITY SYSTEM MAINT	\$125.00	8216653	Pest Control
		Total	\$255.00		
70337	10/02/23	RANDYS LANDSCAPE PLUS			
E 651-49590-224		STREET MAINTENANCE	\$2,016.00	9606	Black Dirt for Ditch Work
		Total	\$2,016.00		
70338	10/02/23	Siteone Landscape Supply			
E 101-43121-224		STREET MAINTENANCE	\$289.20	131730807-0	Weed Killer
		Total	\$289.20		
70339	10/02/23	STREICHER'S			
E 101-42110-417		UNIFORMS	\$417.97	I1651424	Uniforms
E 101-42110-417		UNIFORMS	\$11.99	I1653581	Uniforms
		Total	\$429.96		
70340	10/02/23	SYMBOLARTS LLC			
E 101-42110-417		UNIFORMS	\$811.82	0473666	Coins-PD
		Total	\$811.82		
70341	10/02/23	THOMPSON, JUSTIN			
E 101-42110-417		UNIFORMS	\$86.56		Uniforms
		Total	\$86.56		
70342	10/02/23	TIMECLOCK PLUS, LLC			
E 101-42110-410		COMPUTER SERVICES/	\$1,700.00	INV00296881	Scheduling Software
		Total	\$1,700.00		
70343	10/02/23	US BANK EQUIPMENT FINANCE			
E 101-41320-307		PROFESSIONAL SERVIC	\$41.86	511411076	Copier-City Hall
E 101-41910-307		PROFESSIONAL SERVIC	\$41.86	511411076	Copier-City Hall
E 101-43121-307		PROFESSIONAL SERVIC	\$41.86	511411076	Copier-City Hall
E 601-49440-307		PROFESSIONAL SERVIC	\$41.87	511411076	Copier-City Hall
E 602-49490-307		PROFESSIONAL SERVIC	\$41.87	511411076	Copier-City Hall
		Total	\$209.32		
70344	10/02/23	USA SECURITY			
E 101-42110-401		BLDG/STRUCT MAINTEN	\$148.75	40168	Remote Support
		Total	\$148.75		
70345	10/02/23	WASTE MANAGEMENT OF WI-MN			
E 671-43230-384		REFUSE REMOVAL	\$18,765.54	7825693-159	* Recycling
E 671-43230-384		REFUSE REMOVAL	\$86.81	8958524-228	Organics
		Total	\$18,852.35		
70346	10/02/23	WING, SCOTT AND JENNIFER			
R 601-400-37120		UNDISTRIBUTED UTILITI	\$242.00		Refund Overpmt of Utility-6645 Bracken Drive
		Total	\$242.00		
70347	10/02/23	Wm Mueller & Sons Inc.			
E 101-43121-224		STREET MAINTENANCE	\$116.25	292413	Asphalt for Patching
E 101-43121-224		STREET MAINTENANCE	\$97.60	292482	Asphalt for Patching

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Batch: MEDSUREY0923,PR09142023,Tasc092023,091523 Bridge,100223AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43121-224		STREET MAINTENANCE	\$172.80	292810	Asphalt for Patching
E 101-43121-224		STREET MAINTENANCE	\$98.40	292877	Asphalt for Patching
E 101-43121-224		STREET MAINTENANCE	\$1,086.40	292941	Asphalt for Patching
		Total	\$1,571.45		
70348	10/02/23	XCEL ENERGY			
E 101-43160-381		ELECTRIC UTILITIES	\$2,698.70	51-6565411-9	Electricity-Street Lights
E 101-42110-381		ELECTRIC UTILITIES	\$3,807.50	51-9597547-2	Electricity-Police
		Total	\$6,506.20		
70349	10/02/23	Ziegler Inc.			
E 101-43121-221		EQUIPMENT PARTS, TIR	\$256.40	IN001165864	Window for Trackhoe
E 101-43121-221		EQUIPMENT PARTS, TIR	\$113.17	IN001166071	Hydraulic Coupler for Attachment
		Total	\$369.57		
1002788 e	09/15/23	MEDSURETY, LLC			
E 101-41320-437		MISCELLANEOUS EXPE	\$30.00	25664	Cobra -Continuation Administration
		Total	\$30.00		
1002789 e	09/18/23	Internal Revenue Service			
G 101-2300		PAYROLL CLEARING FE	\$13,324.88		* PR - Fed w/h
G 101-2320		PAYROLL CLEARING FIC	\$13,068.42		* PR - SS/Medicare w/h
		Total	\$26,393.30		
1002790 e	09/18/23	MINNESOTA DEPT. OF REV.			
G 101-2310		PAYROLL CLEARING ST	\$6,152.53		* State w/h
		Total	\$6,152.53		
1002791 e	09/18/23	Public Employees Retirement			
G 101-2330		PAYROLL CLEARING PE	\$27,809.14		* Pera w/h
		Total	\$27,809.14		
1002792 e	09/18/23	EDWARD JONES			
G 101-2370		PAYROLL CLEARING DE	\$2,402.55		* Deferred Comp w/h
		Total	\$2,402.55		
1002793 e	09/18/23	ICMA			
G 101-2370		PAYROLL CLEARING DE	\$400.00		* Roth IRA Contributions
		Total	\$400.00		
1002794 e	09/18/23	Optum			
G 101-2347		HSA CLEARING ACCT	\$4,903.55		HSA Employer and Employee Cont
		Total	\$4,903.55		
1002795 e	09/18/23	HCSP			
G 101-2370		PAYROLL CLEARING DE	\$250.00		* HCSP
		Total	\$250.00		
1002796 e	09/20/23	TASC			
G 101-2346		PR CLEARING DAYCARE	\$416.66		* Dependent Care
		Total	\$416.66		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1002797 e	09/21/23	BRIDGEWATER BANK			
E 101-41320-437		MISCELLANEOUS EXPE	\$165.75	10/02/2023	REMOTE DEPOSIT AND POSITIVE PAY MONTHLY FEE
		Total	\$165.75		
		1010 1ST BK OF THE LAKES	\$242,635.24		

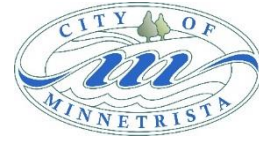
Fund Summary

1010 1ST BK OF THE LAKES

101 GENERAL FUND	\$106,841.17
401 CAPITAL IMPROVEMENT PROGRAM	\$3,187.26
601 WATER FUND	\$15,738.58
602 SEWER FUND	\$89,176.88
651 STORM WATER MGMT FUND	\$2,016.00
671 RECYCLING FUND	\$18,852.35
673 CABLE	\$6,823.00
	\$242,635.24

CITY OF MINNETRISTA

CONSENT AGENDA ITEM



Subject: Approve Master Subscriber Agreement for MN Court Services for Governmental Agencies.

Prepared By: Allie Polsfuss, Director of Administration

Meeting Date: October 2, 2023

Issue

The City Council is being asked to approve a Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies.

Overview

The courts are switching to a new system for accessing court records and requiring us to file a Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies (similar to the Court Data Service Agreements signed last year.) This allows the prosecuting attorney access to the court calendars and list of cases that are coming up for hearings, and they will not be able to access the court records until this is accepted. Attachment A includes the agreement for approval.

Recommended City Council Action: Approve Master Subscriber Agreement for MN Court Services for Governmental Agencies.

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.

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between
Minnetrista City Attorney's Office

(Government Subscriber Name)

of 5101Thimsen Avenue, Suite 104, Minnetonka, MN 55345

(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.**

1.1 Term. This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 "Agency Account Manager" means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

2.2 "Court Data Services" means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 "Court Integration Services" means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 "MNCIS Login Accounts" means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System ("MNCIS"), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 **"Court Data Services Databases"** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 **"Court Data Services Programs"** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 **"Court Records"** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
 - 2.5.1 **"Court Case Information"** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
 - 2.5.2 **"Court Confidential Case Information"** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
 - 2.5.3 **"Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
 - 2.5.4 **"Court Confidential Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
 - 2.5.5 **"Court Documents"** means electronic images of documents that are part of or included in a court file.
- 2.6 **"DCA"** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 **"Government Subscriber Records"** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 **"Government Subscriber's Individual Users"** means Government Subscriber's employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 "Legitimate Governmental Business Need"** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10 "Policies & Notices"** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber's use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 "Rules of Public Access"** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled "Limits on Public Access to Case Records" or "Limits on Public Access to Administrative Records," all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
- 2.12 "SCAO"** means the State of Minnesota, State Court Administrator's Office.
- 2.13 "This Agreement"** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 "Trade Secret Information of SCAO and its licensors"** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 "User Acknowledgement Form"** means the form signed by Government Subscriber's Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).
- 3. DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

- 4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.
- 4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

- 4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.
- 4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

- 4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

- 4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

- 4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

- 4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

- 5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.
- 5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.
- 5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.
- 5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS. Subscriber acknowledges and agrees:

6.1 Court Case Information Provided Under Legal Mandate. When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 Previously Disclosed Court Records and Court Documents. Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.

7.1 Requirement to Advise Government Subscriber's Individual Users. To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 Required Acknowledgement by Government Subscriber's Individual Users.

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 **Court Data Services Programs.** SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 **Court Data Services Databases.** SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 **Marks.** Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 **Restrictions on Duplication, Disclosure, and Use.**

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8.7 Reasonable Security Measures. The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.

- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
15. **WARRANTY DISCLAIMERS.**
 - 15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
 - 15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity ("Master Subscriber Agreement Signing Authority"), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By _____
(SIGNATURE)

Date _____

Name (typed) Jasper Kruggel

Title City Administrator

Office City of Minnetrista

2. THE COURT

By _____
(SIGNATURE)

Date _____

Title CIO/Director

Office Information Technology
Division of State Court
Administration

3. Form and execution approved
for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____

EXHIBIT B

RESOLUTION 91-23

BE IT RESOLVED by the City of Minnetrista, Minnesota, as follows:

1. That the City of Minnetrista approves and authorizes Jasper Kruggel, City Manager, to sign the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies on behalf of its Prosecuting Attorney. A copy of the Master Subscriber Agreement is attached to this Resolution and a part of it.
2. That the City Attorney, Kenneth N. Potts, or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the Minnesota Judicial Branch to maintain the City's connection to the systems and tools offered by the State.

Dated this _____ day of _____, 2023.

Lisa Whalen
Mayor

Attest:

Jasper Kruggel
City Administrator



CITY OF MINNETRISTA

CONSENT AGENDA ITEM 4H

Subject: Approve Res. No 92-23 for Proposed Listings of Delinquent Utility for Certification to County

Prepared By: Brian Grimm, Finance Director

Meeting Date: October 2, 2023

Property owners were notified by letter of the delinquent amounts due to the City for utilities. The unpaid utility notification letters were sent at the end of August. The letters stated that the amount due by 4:30 PM on September 22, 2023. This gives time for City staff to prepare resolutions for Council and coordinate the certification to the County for collection with the annual property taxes.

Attached is the proposed resolution for delinquent utilities for your review.

MAIN POINTS:

1. Some of the fees have been paid since the original notices were mailed. Those accounts have been removed from the certification list and the remaining accounts are indicated on the list attached to each resolution.
2. It is proposed that the unpaid amounts that have not been paid or granted payment arrangements be certified to the County Assessors Office for collection with the payable 2024 taxes.

Recommended City Council Action: Adopt the resolution for proposed certification of the delinquent utility amounts at an interest rate of 5% per annum plus \$30 administrative fee per parcel as per the fee schedule.

Does Recommended Action meet City Mission Statement? Yes No

Does Recommended Action meet City Goals/Priorities? Yes No

Explain: Annual process to certify unpaid delinquent fees for collection with the 2024 property taxes.

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. 92-23

**RESOLUTION ADOPTING CERTIFICATION
FOR UNPAID UTILITY FEES**

WHEREAS, pursuant to proper notice duly given as required by law, the council approved certification for delinquent Utility fees due to the City of Minnetrista.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, MINNESOTA:

1. Such proposed certification, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the certification of unpaid water, sewer, storm water and recycling bills against the lands named therein.
2. Such certification shall be payable to the County auditor along with their property taxes. The certification shall bear interest at a rate of 5 per cent annum from the first full month from the date of adoption of this certification resolution (November 1, 2023), and a \$30 administrative fee. To the certified amount shall be added interest on the entire certification from first full month from the date of this certification resolution (November 1, 2023) until December 31, 2024.
3. The owner of any property so certified may, at any time prior to the certification to the county auditor, pay the whole amount due on such property to the City or make prior payment arrangements with Finance Director. Such payment must be made on or before November 15, 2023 or interest will be charged starting November 1, 2023 through December 31, 2024.
4. The clerk shall forthwith transmit a certified duplicate of this certification to the county auditor to be extended on the property tax lists of the county. Such certification shall be collected and paid over in the same manner as other municipal taxes.

ADOPTED by the council this 2nd day of October 2023 by vote of ____ Ayes ____ Nays.

Mayor

ATTEST:

City Clerk
(SEAL)

CITY OF MINNETRISTA
Certification Summary
Utility Billing

Property Address	Certification Amount	Parcel #
1020 GAME FARM RD N	\$378.23	1011724220002
1110 MARINA DRIVE	\$88.47	1111724140012
1300 LANGEWOOD DRIVE	\$243.78	1111724410011
1385 DEER CREEK RD	\$378.23	0811724410006
1405 WESTWOOD DRIVE	\$201.50	1211724320028
1425 WESTWOOD DRIVE	\$1,973.16	1211724330028
1445 WESTWOOD DRIVE	\$2,317.46	1211724330014
1528 SUNNYBROOK DRIVE	\$4,351.09	1111724440010
1690 STERLING DR	\$222.81	1511724110003
2616 NORTH SAUNDERS LAKE DR	\$2,395.79	2211724140015
275 MEADOWVIEW DR	\$54.86	2117242400100
3260 EAGLE BLUFF ROAD	\$201.89	2611724220012
3435 TUXEDO ROAD	\$1,288.51	2511724240066
3620 LAKESIDE DRIVE	\$172.71	2711724220016
3675 HUNTERS TRAIL	\$178.50	3111724220003
3776 WOODLAND COVE PARKWAY	\$2,245.61	2711724340045
3800 TURTLE ROAD	\$2,536.94	2911724440041
3845 EAGLE NEST DRIVE	\$272.14	2911724430027
3949 GAMES DRIVE	\$1,308.53	3111724240041
4216 WOODLAND COVE PARKWAY	\$ 906.83	3411724210046
4250 KINGS POINT ROAD	\$222.81	3411724230004
4280 COTTAGEWOOD COURT	\$1,032.31	3411724240088
4305 COTTAGEWOOD COURT	\$162.66	3411724240103
4317 COTTAGEWOOD COURT	\$1,213.92	3411724240100
4378 TRISTA BEND	\$1,584.16	3411724240109
440 D'CHENE CIRCLE	\$241.77	0311724310003
4445 MARGARET CIRCLE	\$2,009.04	3511724420004
4570 MERGANSER DR	\$413.00	3111724320053
4631 MEADOWVIEW LANE	\$310.13	3411724410017
4794 HUCKLEBERRY COURT	\$345.15	3411724340112
4815 MINNEAPOLIS AVE	\$391.14	1211724410013
4902 RED OAK LANE	\$2,537.17	1211724110025
4945 NORTH ARM DR	\$378.23	0111724410007
500 NORTH BRANCH RD	\$62.40	0311724420002
5005 NORTH ARM DR	\$377.40	0111724410013
5250 EDSALL ROAD	\$1,030.23	2511724240017
5292 EDSALL ROAD	\$580.25	2511724240029
5320 EDSALL ROAD	\$1,423.39	2511724240038
5405 NORTH ARM DR	\$378.23	0111724310012
5475 NORTH ARM DR	\$378.22	0111724320002
5490 YELLOWSTONE TRAIL	\$133.74	3611724330043
5525 YELLOWSTONE TRAIL	\$680.18	3611724330025
5576 MORNINGVIEW TERRACE	\$833.11	1211724320034
5648 DUTCH LAKE COURT	\$1,793.78	1411724110024
5760 SUNNYBROOK LANE	\$1,965.18	1111724440020
5930 STONEBRIDGE ROAD	\$2,542.31	3511724130048
5970 GAME FARM RD E	\$378.23	1111724430001
6085 SUNNYFIELD RD E	\$98.56	1111724310004
6155 SUNSET DR	\$356.71	0211724240027
635 CLARENCE AV	\$259.29	0111724330009
650 TRAILS END ROAD	\$378.23	0111724410017
6545 SOUTH SAUNDERS LAKE DR	\$1,835.02	2211724410036
6570 GAME FARM RD E	\$378.20	1011724440006

6690 GAME FARM RD E	\$378.23	1011724430012
6705 WOODEDGE RD	\$282.13	2211724110007
6710 HALSTEAD AVE	\$1,425.64	2211724430003
6809 MINNEHAHA COURT	\$822.82	3411724210027
6814 MINNEHAHA COURT	\$4,417.70	3411724210032
6971 CROSBY COURT	\$1,692.13	3411724240040
7041 HALSTEAD DRIVE	\$1,423.39	2711724210031
7300 CO RD 26	\$373.89	0411724410006
8201 CO RD 26	\$346.00	0511724410003
8284 PONDVIEW DRIVE	\$399.94	2911724430021
8305 OX YOKE CIRCLE	\$377.73	0511724130014
8395 OX YOKE CIRCLE	\$156.35	0511724120003
90 CO RD 110 N	\$156.35	0211724120003
9049 WOODLAND DRIVE	\$617.07	3111724420036
9201 CO RD 26	\$378.12	0611724340001
9496 GLACIER ROAD	\$1,096.61	3111724230042
9542 COTTONTAIL DRIVE	\$1,052.14	3111724230068
9550 CO RD 26	\$377.22	0611724220001
TOTAL	\$ 64,194.65	



CITY OF MINNETRISTA

CONSENT AGENDA ITEM 4I

Subject: Approve Res No 93-23 for Proposed Listings of Delinquent Land Use and Special Services for Certification to County

Prepared By: Brian Grimm, Finance Director

Meeting Date: October 2, 2023

Property owners were notified by letter of the delinquent amounts due to the City for land use and special services fees. The letters stated that the amount was past due and needed to be paid to avoid certification. This gives adequate time for City staff to prepare resolutions for Council and coordinate the certification to the County for collection with property taxes.

Attached is the proposed resolution for delinquent land use and special service fees for your review.

MAIN POINTS:

1. Some of the fees have been paid since the original notices were mailed. Those accounts have been removed from the certification list and the remaining accounts are indicated on the list attached to each resolution.
2. It is proposed that the unpaid amounts that have not been paid or granted payment arrangements be certified to the County Assessors Office for collection with the payable 2024 taxes.

Recommended City Council Action: Adopt the resolution for proposed certification of the delinquent land use and special service fees at an interest rate of 5% per annum plus \$30 administrative fee per parcel as per the fee schedule.

Does Recommended Action meet City Mission Statement? Yes No

Does Recommended Action meet City Goals/Priorities? Yes No

Explain: Annual process to certify unpaid delinquent fees for collection with the 2024 property taxes.

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. 93-23

**RESOLUTION ADOPTING CERTIFICATION
FOR LAND USE AND SPECIAL SERVICE FEES**

WHEREAS, pursuant to proper notice duly given as required by law, the council approved certification for delinquent land use and special services fees due to the City of Minnetrista.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, MINNESOTA:

1. Such proposed certification, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the certification of land use and special services fees against the lands named therein.
2. Such certification shall be payable to the County auditor along with their property taxes. The certification shall bear interest at a rate of 5 per cent annum from the first full month from the date of adoption of this certification resolution (November 1, 2023), and a \$30 administrative fee. To the certified amount shall be added interest on the entire certification from first full month from the date of this certification resolution (November 1, 2023) until December 31, 2024.
3. The owner of any property so certified may, at any time prior to the certification to the county auditor, pay the whole amount due on such property to the City or make prior payment arrangements with Finance Director. Such payment must be made on or before November 15, 2023 or interest will be charged starting November 1, 2023 through December 31, 2024.
4. The clerk shall forthwith transmit a certified duplicate of this certification to the county auditor to be extended on the property tax lists of the county. Such certification shall be collected and paid over in the same manner as other municipal taxes.

ADOPTED by the council this 2nd day of October 2023 by vote of ____ Ayes ____ Nays.

Mayor

ATTEST:

City Clerk
(SEAL)

CITY OF MINNETRISTA
Certification Summary
Land Use

Property Address	Certification Amount	PARCEL #
4345 Trillium Lane West	\$ 100.00	3511724240033
4708 Towns Edge	\$ 826.00	3111724430017
9205 Maas Drive	\$ 826.00	3111724430029
9221 Maas Drive	\$ 826.00	3111724340017
Total	\$ 2,578.00	

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM 4L

Subject: Application from Richard Murphy for a conditional use permit for an accessory building over 1,000 sq. ft. at 5804 Hardscrabble Circle

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

Meeting Date: October 2, 2023

Overview: Richard Murphy (the “Applicant”) has made an application for a conditional use permit for an accessory building over 1,000 sq. ft. at 5804 Hardscrabble Circle; R-1 – Low Density Single Family Residence Zoning District; PID# 26-117-24-42-0018 (the “Property”).

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

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

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

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

In regards to nuisances, the proposed accessory building should operate in a very similar manner as any other accessory building regardless of size, which means no discernable nuisances tied to its presence. There are no change in uses allowed just because it’s a larger building. The Applicant cannot use the building for commercial storage or business per the zoning district. It also will not present any additional fire or safety concerns. Since the proposed accessory is intended for the Applicant only, there should be ample off-street parking for the use.

Mission Statement:

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

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

The Applicant has indicated they will match the colors of the existing home on the proposed accessory building, but since its pole building style, it won't quite match architecturally. It's not a requirement to match, but to the extent the Applicant can make them match should help lessen the impact on surrounding properties. The Commission could condition the approval in this manner, however, if it feels it's important to further lessen the impact. The Applicant is also locating the building almost 3 times the required setback from any adjacent property, which should help lessen the impact of the larger building on adjacent properties. Taking these circumstances into consideration, there should not be a negative impact to the surrounding properties or the character of the neighborhood.

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

The City's comprehensive plan and zoning code allow for accessory buildings over 1,000 square feet by conditional use permit. The Applicant has appropriately applied for a conditional use permit. As the accessory building is intended for residential use and not commercial business or storage, the property use will remain single family residential, which is consistent with the future land use map. Therefore, the proposed accessory building is consistent with the comprehensive plan. The proposed accessory building will also have no negative impacts on governmental facilities. It's not clear from the submittals if the Applicant intends to have plumbing in the accessory building, but the property is served by a private well so no impact to the city water system. The home is connected to City sewer and the Applicant would need to tap in somewhere on their property if sewer is needed. It is also anticipated that the need for police and fire services will not change with a large accessory building.

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

The proposed location will tuck the building in to the existing hillside. The Applicant has indicated a few trees may need to be remove, but beyond that there shouldn't be impacts to any sensitive environmental features on or near the Property. The as built grading will be reviewed with the existing new home under construction when everything is complete to ensure no negative impacts at that time.

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

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

Mission Statement:

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

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

Planning Commission Recommendation: The Applicant's request was presented to the Planning Commission at their September 25, 2023 meeting. At that meeting, the Planning Commission discussed the Applicant's request and held the required public hearing. No one wished to speak. After hearing no testimony at the public hearing and after considering the entire record before them, the Planning Commission made a motion to recommend the City Council approve the requested conditional use permit, based on certain findings of fact and subject to conditions. Motion passed 6-0. Absent: Livermore, Kirkwood, and Rognli (Alternate 2).

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

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

Recommended Action: Motion to recommend the City Council approve the requested conditional use permit for an accessory over 1,000 square feet at 5804 Hardscrabble Circle, based on the findings of fact outlined in the staff report and subject to the following conditions:

1. The accessory building shall only be used residential use only and shall not be used for any commercial business or storage operations, unless separate approval is granted at a later date by the City Council;
2. The Property shall be developed in accordance with the plans submitted with this land use application;
3. The as built grading shall be reviewed at the time of the as built grading for the new home currently under construction;
4. The Applicant shall obtain all necessary permits and approvals from the City and other applicable agencies with jurisdiction over the Property prior to any construction;
5. The Applicant is responsible for all fees incurred by the City in the review of this application;
6. This approval is valid for one year from the date of approval and will become void and expire unless a building permit has been issued for the Property; and
7. Any other conditions as required by the City Council.

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.

Attachments:

1. Location Map
2. Applicant Narrative
3. Property Survey
4. Building Plans
5. Plans of Home under construction
6. Res. No. 94-23 Approving Conditional Use Permit at 5804 Hardscrabble Circle


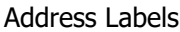

Mission Statement:

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5804 Hardscrabble Circle



1 in = 192 Ft

-  City Boundary
-  Address Labels
-  Parcels



Request for Conditional Use Permit

We are requesting a conditional use permit for an accessory garage that is more than 1000 square feet. It is to be built in conjunction with the new house on the property, having the same materials and architectural style as the house. The garage is strictly for storage and to alleviate clutter of lake toys and lawn equipment in the yard. There is no water or sewer supply to it.

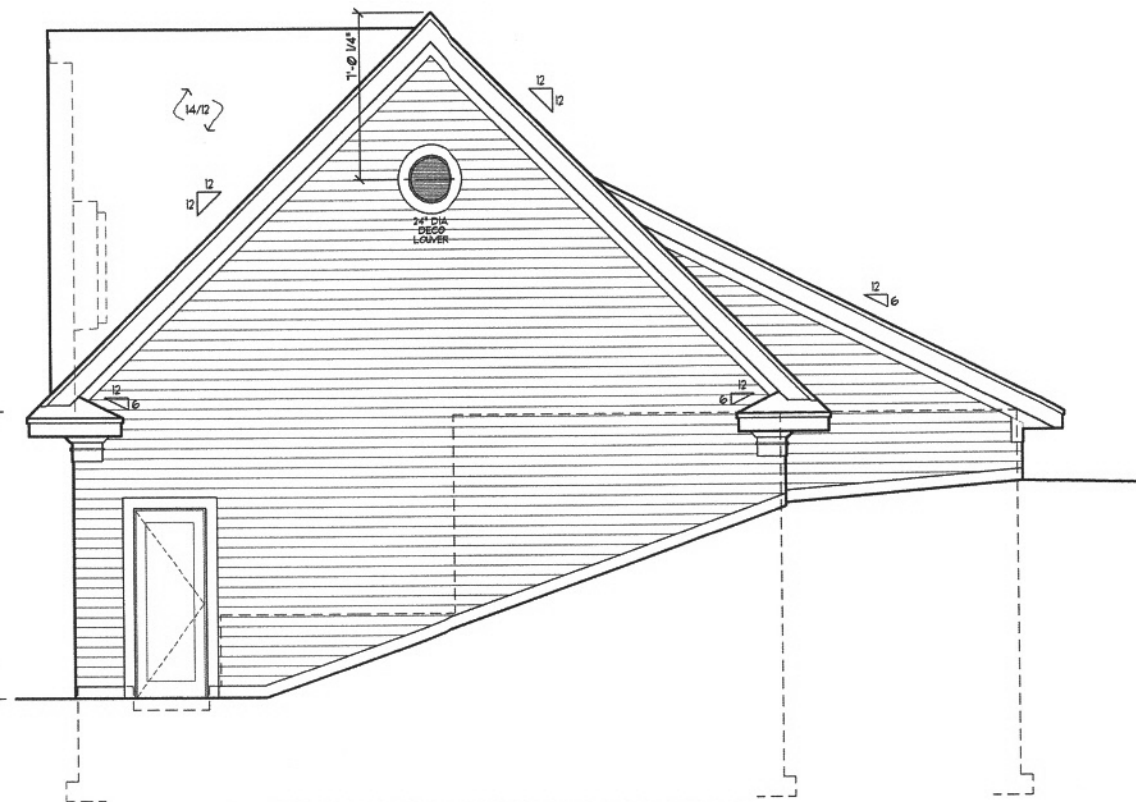
The garage is set into the hill on the property so as to minimize visibility from the road and nestle into the property. To grant the CUP will not adversely affect the community in terms of health, safety, or the environment. It will not place any undue burden on roads, water or sewer supply, fire, police or schools. We have tried to locate it in a private, non-conspicuous location.

Thankyou in advance for your consideration of this Conditional Use Permit.

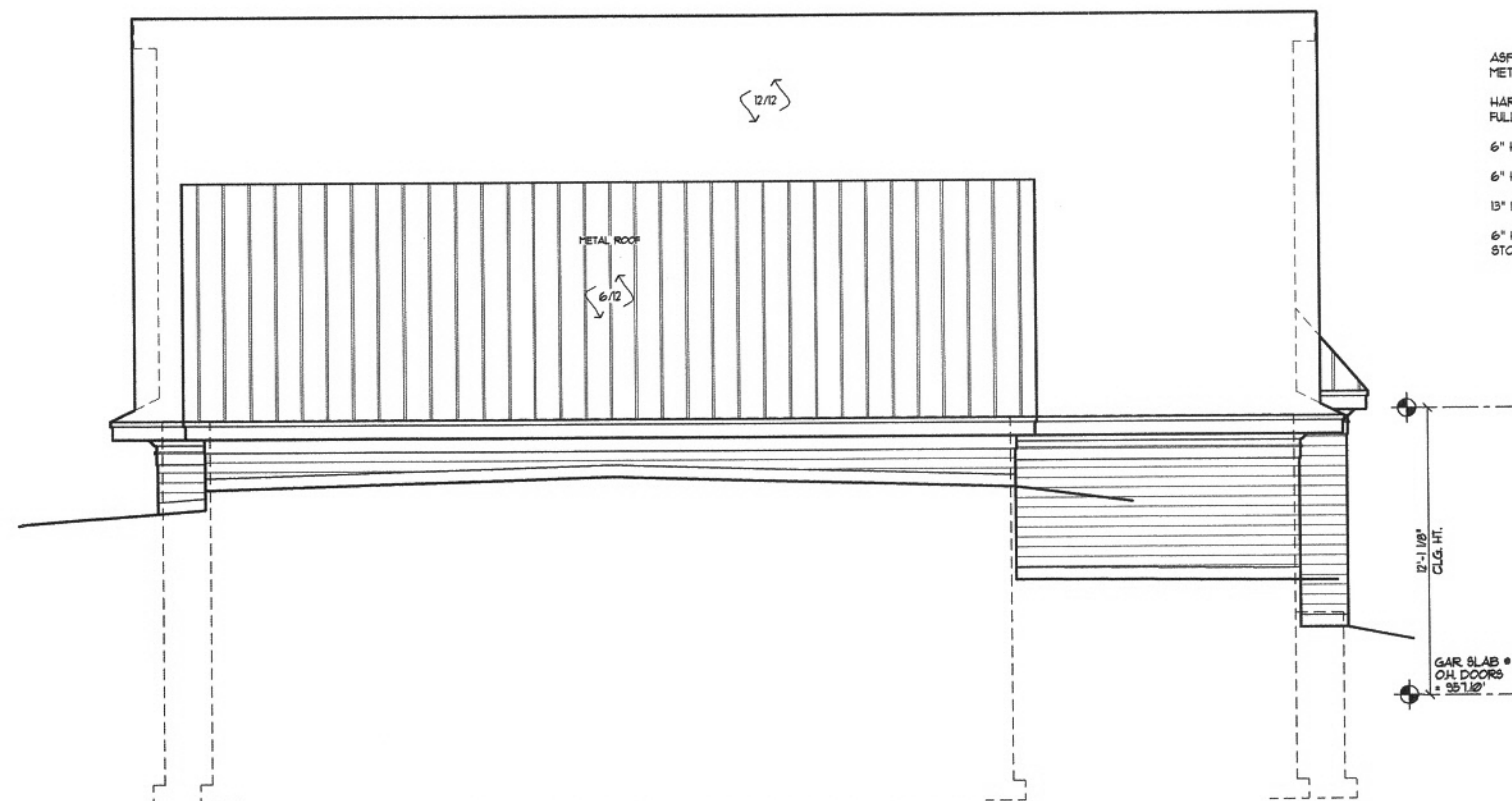


1 DETACHED GARAGE FRONT ELEV.
SCALE: 1/4"=1'-0"

ASPHALT SHINGLES
METAL ROOF PER ELEV.
HARDIE SHAKE SIDING PER ELEV.
FULL STONE PER ELEV.
6" HARDIE GABLE FRIEZE
6" HARDIE FRIEZE
13" BUILT-UP FRIEZE w/ BEVELED CROWN
6" HARDIE WINDOW TRIM BOARDS w/
STOOL & APRON PER ELEV.

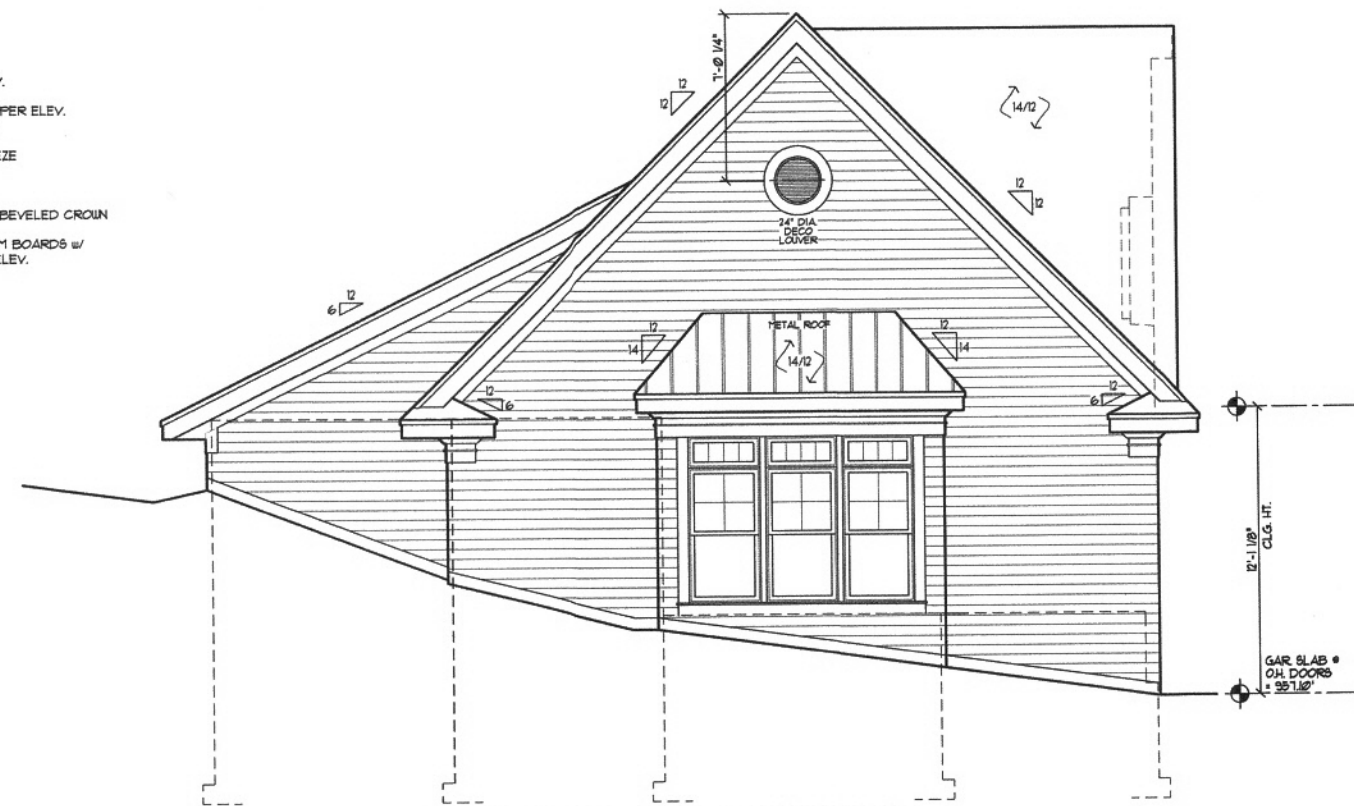


2 DETACHED GARAGE RIGHT ELEV.
SCALE: 1/4"=1'-0"

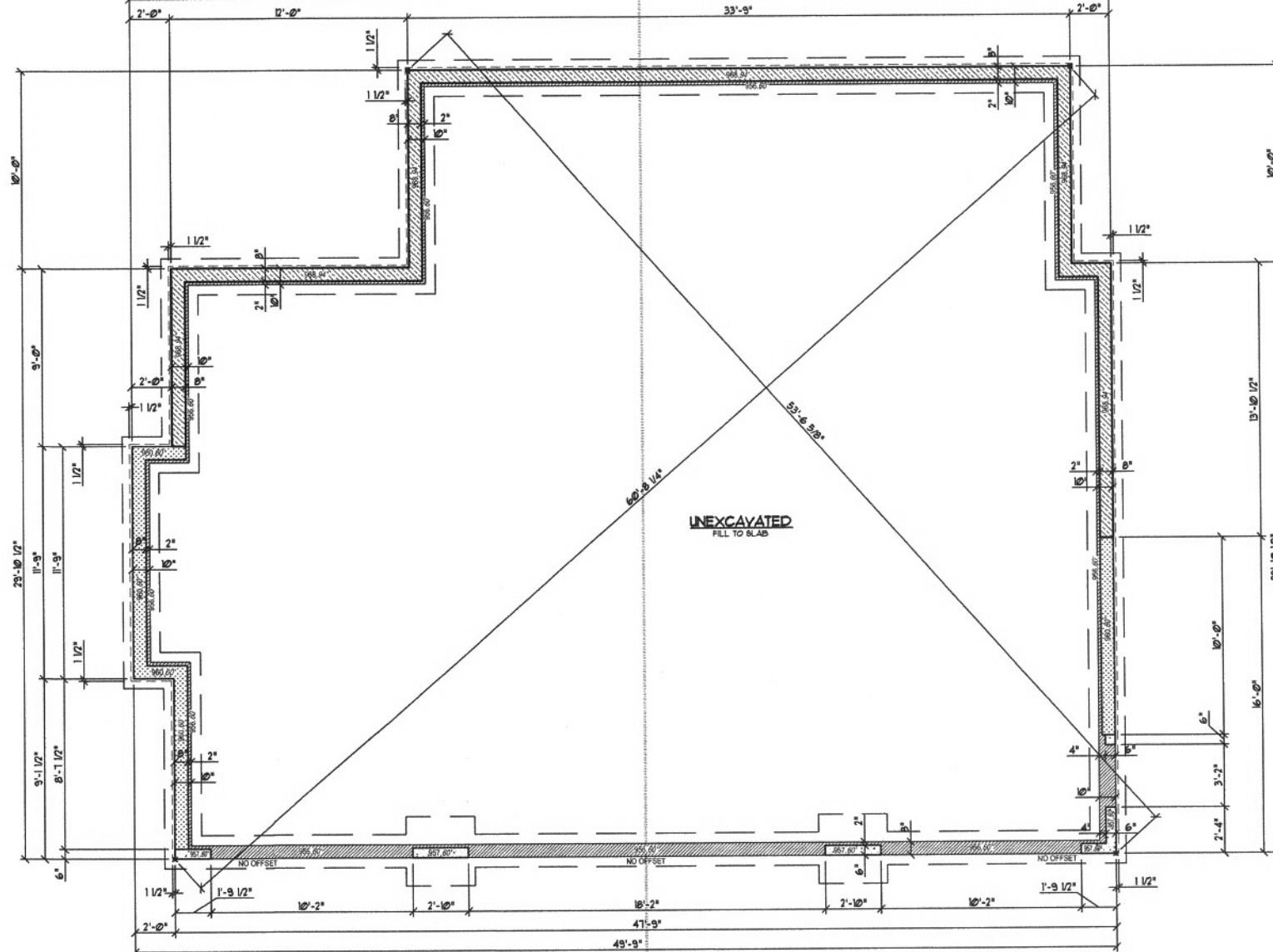


3 DETACHED GARAGE REAR ELEV.
SCALE: 1/4"=1'-0"

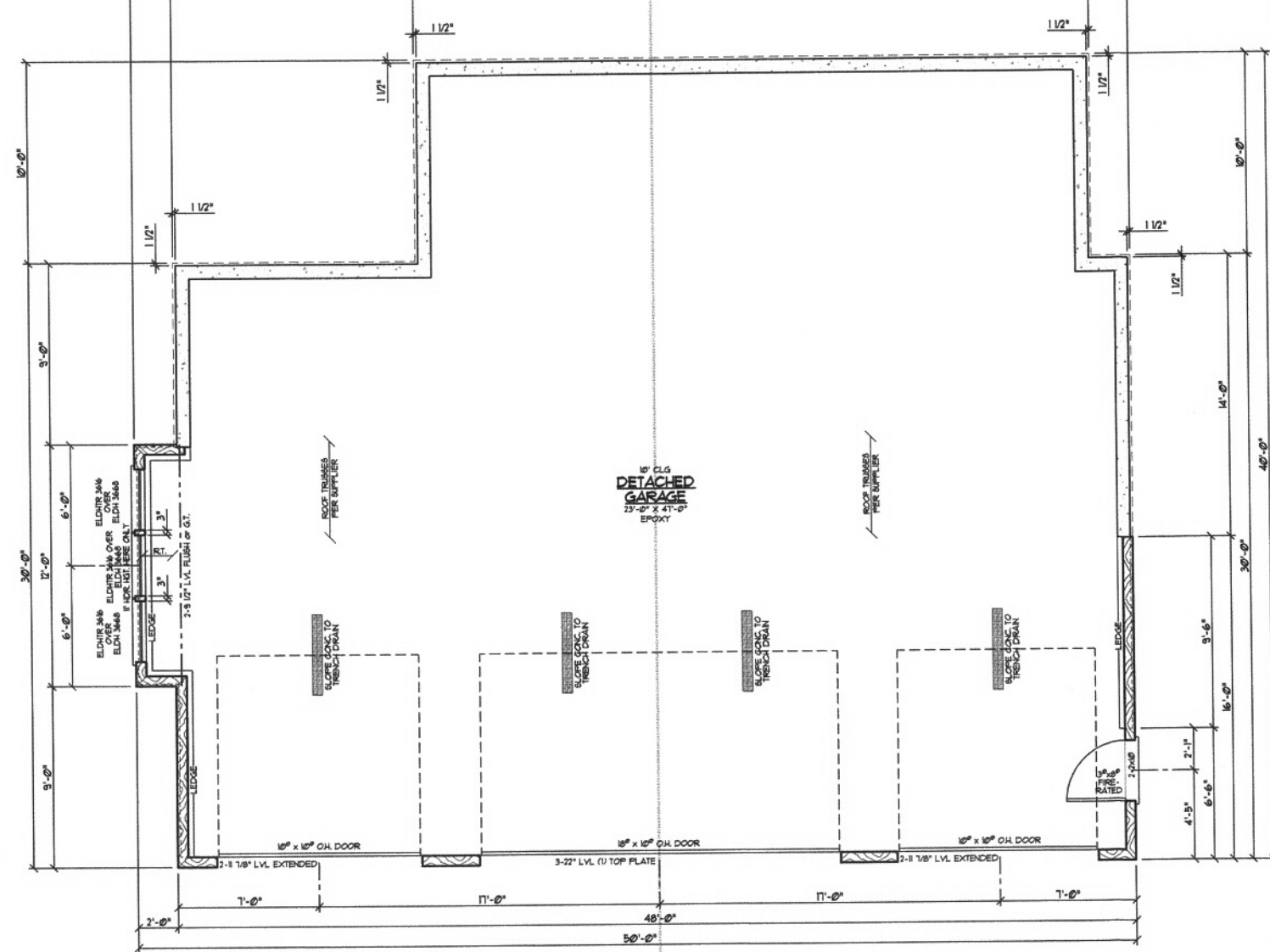
ASPHALT SHINGLES
METAL ROOF PER ELEV.
HARDIE SHAKE SIDING PER ELEV.
FULL STONE PER ELEV.
6" HARDIE GABLE FRIEZE
6" HARDIE FRIEZE
13" BUILT-UP FRIEZE w/ BEVELED CROWN
6" HARDIE WINDOW TRIM BOARDS w/
STOOL & APRON PER ELEV.



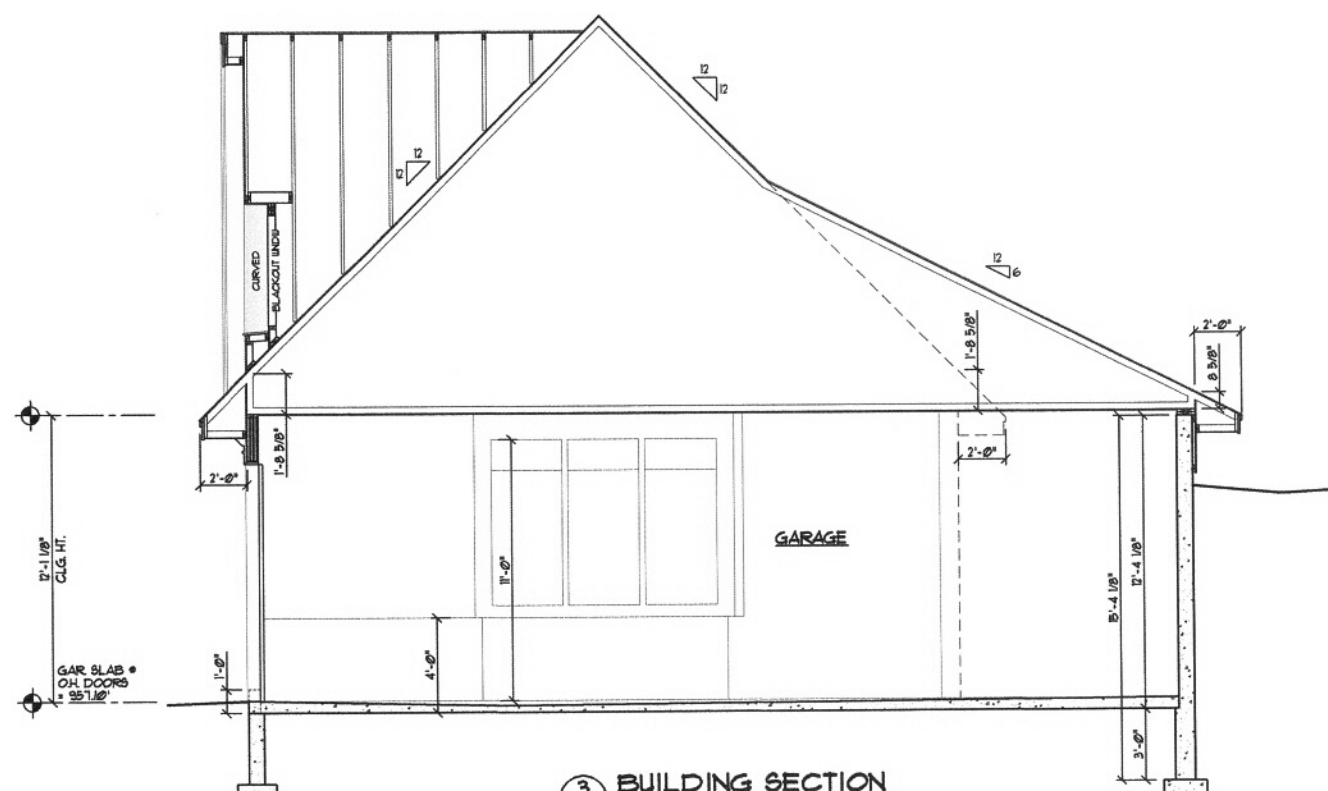
4 DETACHED GARAGE LEFT ELEV.
SCALE: 1/4"=1'-0"



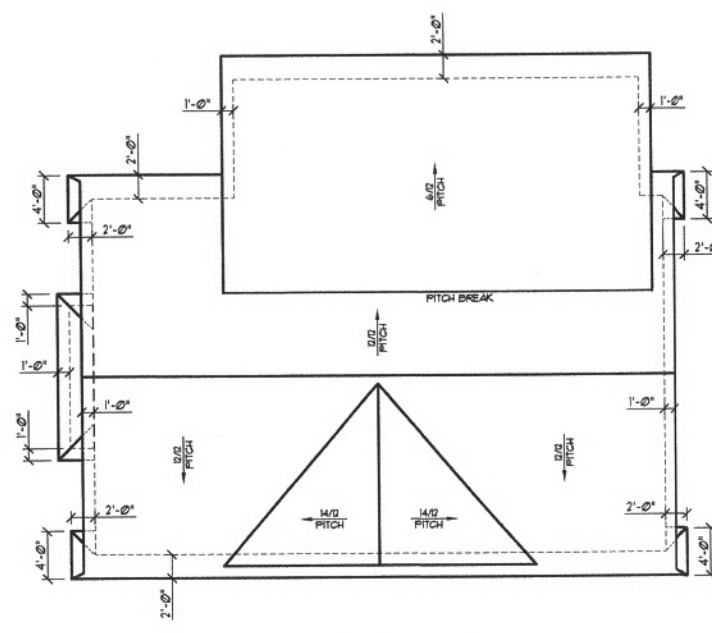
1 DETACHED GARAGE FOUNDATION
SCALE: 1/4"=1'-0"



2 DETACHED GARAGE PLAN
SCALE: 1/4"=1'-0"



3 BUILDING SECTION



4 ROOF PLAN

NOTE:
OFFSET EXTERIOR STUDS 1-1/2" TO
THE OUTSIDE FACE OF FOUNDATION
WHERE EXT. FND. INSUL. IS APPLIED,
EXCEPT WHERE NOTED.

MARYN ELEVATE WINDOW CODES
(*) UNLESS NOTED OTHERWISE (*)
MARYN WINDOW OPENING CONTROL
DEVICE FOR FALL PREVENTION AS REQD.

NOTE - DETAILS ARE FOR DESIGN
INTENT. CONTRACTOR TO FOLLOW
PROPER BUILDING PRACTICES,
FLASHING, & MANUF. INSTALLATION.

NOTE:
SEE "HANSON GROUP" STRUCTURAL
PAGES FOR ALL ENGINEERING.
THESE PAGES TO SUPERSEDE ANY
CALLOUTS OR SIZING SHOWN THAT
MAY DIFFER.

Revision	Date	Description

- GENERAL NOTES**
1. THESE DOCUMENTS APPLY TO STRUCTURAL ONLY. REFER TO GARAGE PLANS PREPARED BY ALEXANDER DESIGN GROUP LAST DATED 4-10-23 FOR MORE INFORMATION.
 2. IT IS THE RESPONSIBILITY OF THE BUILDER TO PROVIDE ALL FUTURE PLAN OR FIELD CHANGES TO THE HANSON GROUP FOR REVIEW. PROVIDE FINAL TRUSS LAYOUTS TO THE HANSON GROUP PRIOR TO CONSTRUCTION AND MATERIAL ACQUISITION.
 3. ADEQUATE SHORING DURING CONSTRUCTION IS THE RESPONSIBILITY OF THE CONTRACTOR.
 4. CONTRACTOR AND BUILDER ARE TO VERIFY ALL DIMENSIONS AND CONDITIONS BEFORE PROCEEDING WITH WORK. NOTIFY THE HANSON GROUP IF DISCREPANCIES ARISE.
 5. MEANS AND METHODS OF CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR.

- FOUNDATION NOTES**
1. DRAIN TILE, DAMPPROOFING AND/OR WATERPROOFING, & INSULATION, AS WELL AS THEIR INSTALLATION, ARE TO BE IN ACCORDANCE WITH THE CODE.
 2. INSTALL A MINIMUM OF (2) ANCHORS PER PORTION OF SILL PLATE AS WELL AS AN ANCHOR WITHIN 12" OF EACH END AS APPLICABLE.
 3. BAR SPLICES ARE TO BE LAPPED A MINIMUM OF 48 BAR DIAMETERS. PROVIDE 48" MATCHING HOOK BARS FOR ALL HORIZONTAL BARS AT WALL CORNERS AND INTERSECTIONS.
 4. CARE IS TO BE TAKEN DURING BACKFILLING TO MAINTAIN A PLUMB WALL ALIGNMENT.
 5. RETAINING WALL TYPE FOUNDATION WALLS (GARAGE w/ HIGH GRADE) RELY ON FLOOR SLAB FOR ADEQUATE LATERAL SUPPORT. SLAB IS TO BE IN PLACE AND ADEQUATELY CURED PRIOR TO BACKFILLING, OR OTHERWISE LATERALLY SUPPORTED BY ADEQUATE TEMPORARY BRACING. DO NOT JUMP FOOTINGS AT RETAINING WALL TYPE FOUNDATIONS. PROVIDE CONTINUOUS BULKHEAD FOOTING AT THESE LOCATIONS.
 6. SITE ELEMENTS INCLUDING LANDSCAPING RETAINING WALLS ARE NOT INCLUDED IN THE SCOPE OF THESE DRAWINGS UNLESS SPECIFICALLY NOTED.

- FRAMING NOTES**
1. ALL HEADERS ARE TO BE MINIMUM (2) 2x10 LUMBER UNLESS NOTED OTHERWISE. (2) 2x10 MEMBERS SHOWN MAY BE SUBSTITUTED WITH (2) 1x4x7/4" LVL OR (3) 1x4x5/8" LVL AS REQUIRED.
 2. ALL DIMENSION LUMBER HEADERS AND BEAMS ARE TO HAVE A MINIMUM OF ONE BEARING STUD AT EACH END AND TWO AT INTERMEDIATE SUPPORTS. ALL 2-PLY LVL AND GIRDER TRUSS MEMBERS ARE TO HAVE A MINIMUM OF TWO BEARING STUDS AT EACH END AND AT INTERMEDIATE SUPPORTS. 3-PLY LVL AND GIRDER TRUSS MEMBERS ARE TO HAVE A MINIMUM OF THREE BEARING STUDS AT EACH END AND AT INTERMEDIATE SUPPORTS. ADDITIONAL BEARING STUDS ARE NOT REQUIRED FOR LVL SUBSTITUTED FOR STANDARD SAWN LUMBER. ALL BEARING ABOVE IS UNLESS NOTED OTHERWISE ON PLANS. TRUSS SUPPLIER IS TO VERIFY GIRDER TRUSS BEARING LENGTH AND SUPPORT REQUIREMENTS.
 3. ALL HEADERS AND BEAMS ARE TO HAVE A MINIMUM OF ONE FULL HEIGHT KING STUD AT EACH END. EXTERIOR OPENINGS GREATER THAN SIX FEET IN WIDTH ARE TO HAVE A MINIMUM OF TWO FULL HEIGHT KING STUDS AT EACH END, EXCEPT AT TALL WALLS AS NOTED. EXTERIOR OPENINGS GREATER THAN TEN FEET IN WIDTH ARE TO HAVE A MINIMUM OF THREE FULL HEIGHT KING STUDS AT EACH END, EXCEPT AT TALL WALLS AS NOTED. FOR CONTINUOUS BEAM CONDITIONS, SPAN IN DETERMINING NUMBER OF KING STUDS IS THE FULL LENGTH OF THE HEADER.
 4. ALL CONNECTIONS ARE TO BE MADE WITH ADEQUATE SIMPSON, USP OR EQUAL JOIST HANGERS, CLIPS, POST CAPS, AND POST BASES.
 5. CONNECT MULTIPLE MEMBER LVL'S TOGETHER IN ACCORDANCE WITH MANUFACTURER REQUIREMENTS.
 6. ALL EXTERIOR WALLS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING CRITERIA, U.N.O., WHICH MEETS OR EXCEEDS THE REQUIREMENTS OF CODE SECTION R602.10.4 WSP AND CS-WSP.
A. 2x6 STUDS SPACED @ 16" O.C.
B. WALL SHEATHING: 7/8" MIN. STRUCTURAL PANEL SHEATHING w/ 8d COMMON NAILS @ 6" O.C AT PANEL EDGES AND 12" O.C. AT INTERMEDIATE SUPPORTS OR 15/16" 16 GAUGE STAPLES @ 3" / 6" SPACING.
 7. ALL ROOFS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING CRITERIA.
A. ROOF FRAMING SPACED AT A MAXIMUM OF 24" O.C.
B. FASTEN ALL ROOF FRAMING TO TOP PLATES WITH USP RT7 OR SIMPSON H2.5 CLIPS OR EQUIVALENT AND (4) 0.131"Ø x 3" TOENAILS.
C. ROOF SHEATHING: 7/8" MIN. STRUCTURAL PANEL SHEATHING w/ 8d COMMON NAILS @ 6" O.C AT PANEL EDGES AND 12" O.C. AT INTERMEDIATE SUPPORTS. VERIFY IF ROOFING OR HOUSE PLANS REQUIRE THICKER MATERIAL. LOW SLOPE ROOFS TO HAVE 3/4" MIN. STRUCTURAL PANEL SHEATHING.
D. PROVIDE FULL DEPTH BLOCKING BETWEEN TRUSSES AT ENERGY HEELS OR TOP AND BOTTOM BLOCKING SHEATHED PER FRAMING NOTE 6. BLOCKING TO EXTEND FROM WALL TOP PLATES TO WITHIN 2" OF ROOF SHEATHING.
 8. ALL BEARING POINT OR POST LOADS ARE TO BE BLOCKED SOLID TO THE FOUNDATION. SQUASH BLOCKING TO 2x8 MATERIAL AT OVERHUNG PLATES, EXCEPT AT PSL LOCATIONS.
 9. VERIFY DROPPED VERSUS FLUSH BEAM CONDITIONS WITH HOUSE PLANS.
 10. ALL OTHER FASTENERS TO BE IN ACCORDANCE WITH CODE TABLE R602.3(1).
 11. ALL STUD PLIES IN BUILT UP COLUMNS AND AT INTERMEDIATE STUD FRAMING TO BE FASTENED TO SHEATHING / GYP BOARD AS NOTED ABOVE (12" O.C. MAX. AT EXTERIOR AND 16" O.C. MAX. AT INTERIOR).
 12. A BRACED WALL REVIEW HAS BEEN PERFORMED. DUE TO FULL ENGINEERING PROVIDED, EXTERIOR BRACED WALLS ARE NOT SHOWN FOR CLARITY, BUT ARE COVERED BY CONTINUOUS SHEATHING AND CONNECTIONS NOTED ABOVE. INTERIOR BRACED WALL ELEMENTS AND CONNECTIONS ARE SHOWN IN THESE DRAWINGS AS REQUIRED, AS WELL AS ENGINEERED WIND RESISTING ELEMENTS THAT DO NOT MEET PRESCRIPTIVE CODE REQUIREMENTS.

MATERIALS

CONCRETE FOOTINGS: F_c = 5,000 PSI @ 28 DAYS (OR 3,500 PSI WITH AN APPROVED ADMIXTURE THAT PROVIDES A WATER AND VAPOR RESISTANCE AT LEAST EQUIVALENT TO 5,000 PSI CONCRETE)

CONCRETE WALLS: F_c = 3,500 PSI @ 28 DAYS

REINFORCING STEEL: ASTM A615 GRADE 60

AGGREGATE: FOOTINGS - 1/2" MAX WALLS/SLABS - 3/4" MAX

ON-SITE SOIL: SANDY-CLAY (GROUP II) ASSUMED
γ_{min} = 45 PSF/FT (ACTIVE)

IF CLAY SOILS ARE ENCOUNTERED, BACKFILL w/ SAND FULL HEIGHT

BACKFILL SOIL: SAND (GROUP I) TO BE USED WHERE NOTED:
γ_{min} = 30 PSF/FT (ACTIVE)

WALL STUDS (10' OR LESS): SPF STUD GRADE OR BETTER

WALL STUDS (OVER 10'): SPF NO 2 GRADE OR BETTER

DIMENSIONAL LUMBER: SPF NO 2 GRADE OR BETTER

TREATED LUMBER: SYP NO 2 GRADE OR BETTER

TREATED GLULAM: SYP 26FV4

LVL: 1 1/2" WIDTH - F_b = 2600 PSI, E = 1,900,000 PSI

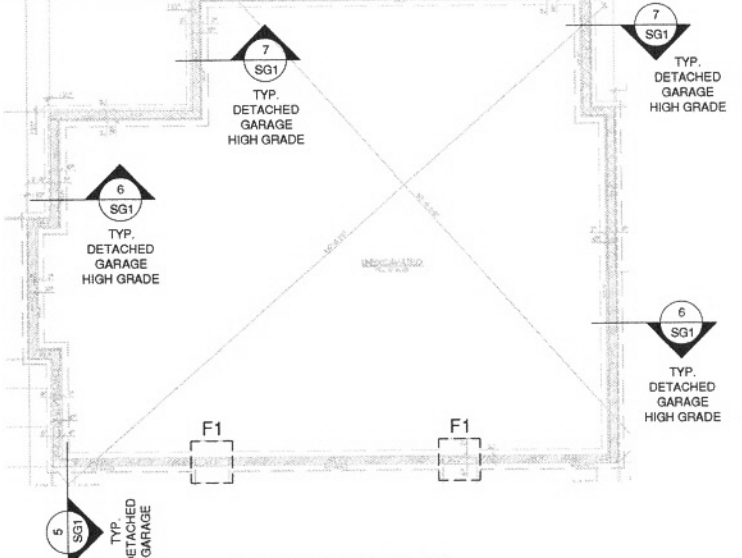
LVL (2x6 ALT): LP SOLIDSTART - 1 1/2" WIDTH - 2.0E OR BETTER

PSL: F_b = 2400 PSI, F_c = 2500 PSI, E = 1,800,000 PSI

LSL STUDS: F_b = 1700 PSI, E = 1,300,000 PSI

LSL STUDS (2x8): 1 1/2" WIDTH - E = 1,500,000 PSI

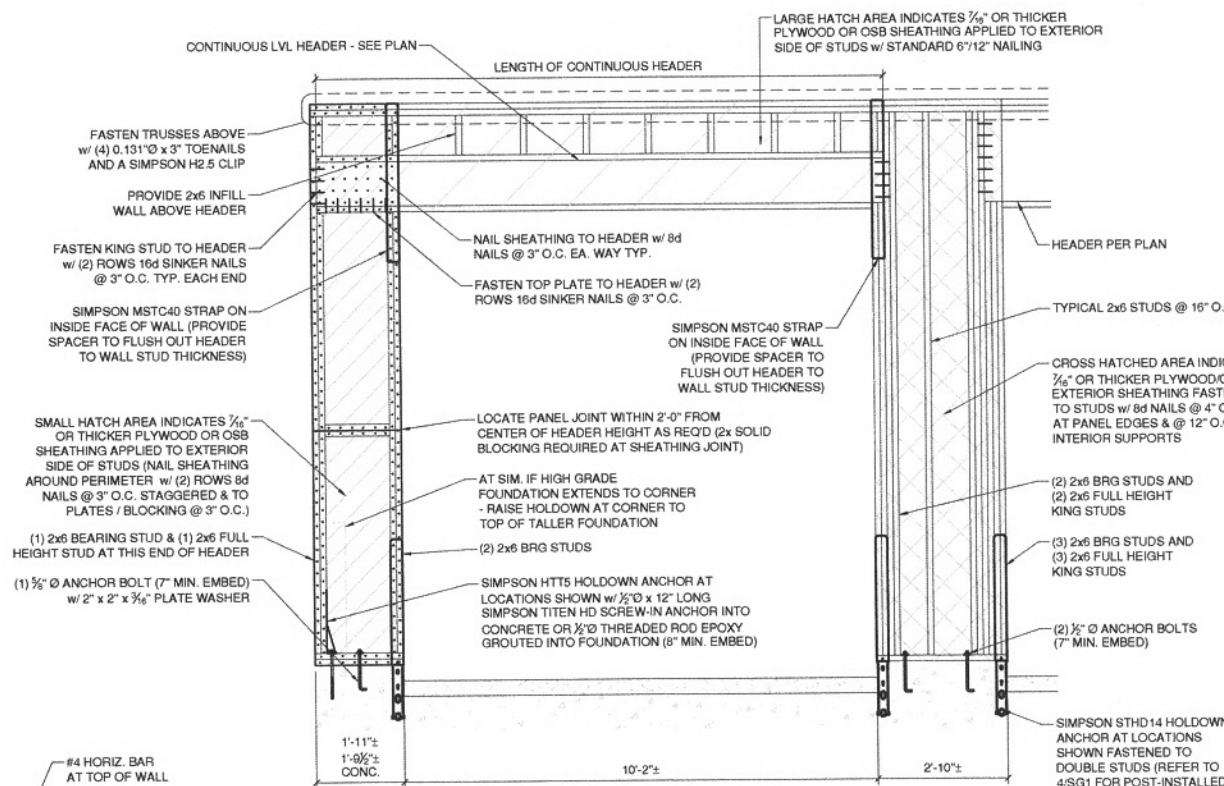
ALLOWABLE SOIL BEARING PRESSURE: 2,000 PSF (ASSUMED)



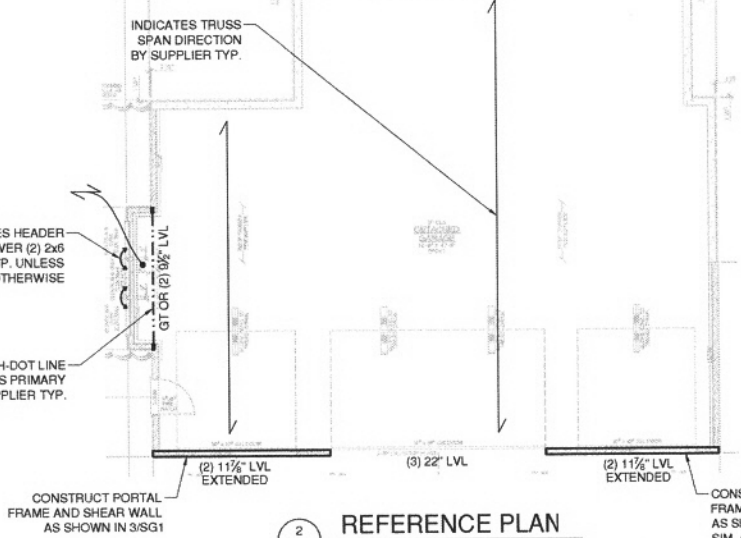
REFERENCE PLAN
DETACHED GARAGE FOUNDATION PLAN SHOWN FOR LOCATION REFERENCE ONLY

CONCRETE PAD FOOTING SCHEDULE		
MARK	FOOTING SIZE	REINFORCEMENT EACH WAY
F1	3'-6" x 3'-6" x 1'-0"	#5 BARS @ 12" O.C.

LOCATE REINFORCEMENT 3" FROM THE BOTTOM OF FOOTING

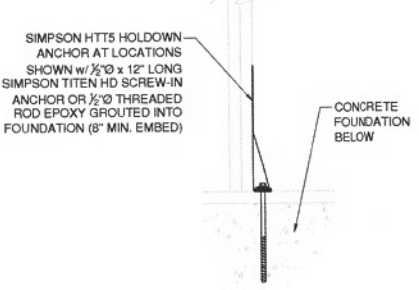


FRAMING DETAIL
GARAGE FRONT PORTAL FRAME AND SHEAR WALL

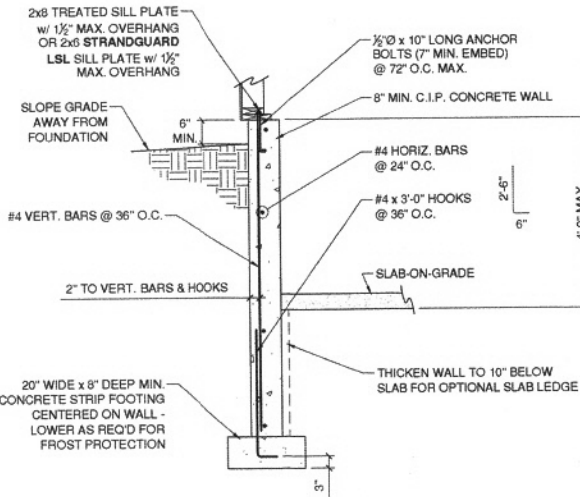


REFERENCE PLAN
DETACHED GARAGE PLAN SHOWN FOR LOCATION REFERENCE ONLY

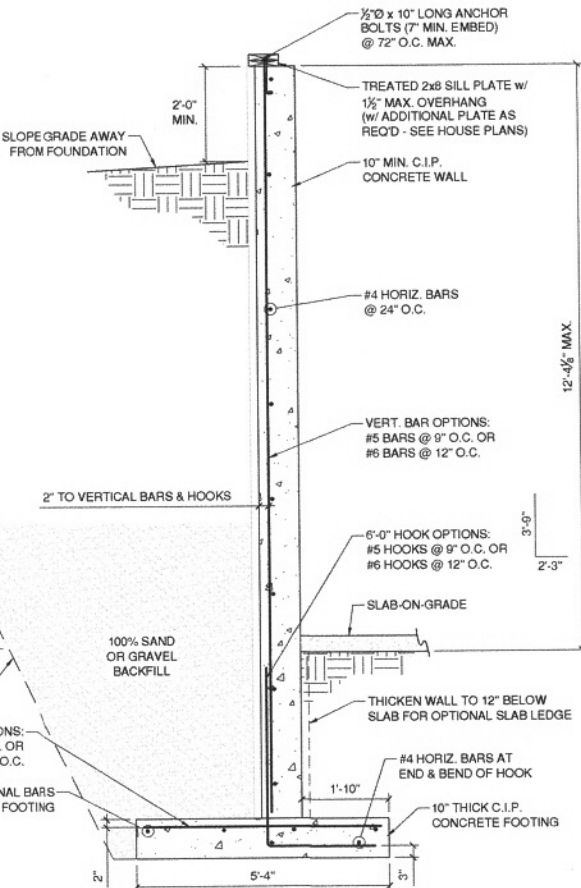
- PLAN NOTES:**
1. ALL HEADERS TO BE (2) 2x10 UNLESS NOTED OTHERWISE. SEE FRAMING NOTES 1 TO 3 FOR MORE INFO. BEARING FOR HEADERS AND BEAMS ONLY NOTED ON PLAN WHEN EXCEEDING FRAMING NOTE REQUIREMENTS.
 2. VERIFY ROOF LAYOUT WITH SUPPLIER. PROVIDE (2) 2x6 BRG STUDS AT EACH END OF ALL GIRDER TRUSSES UNLESS NOTED OTHERWISE. TRUSS SUPPLIER TO VERIFY ADEQUATE BEARING AREA FOR TRUSS MEMBERS.
 3. REFER TO FRAMING NOTES FOR ADDITIONAL INFORMATION.
 4. SEE 6/SG1 OR 7/SG1 AS APPLICABLE FOR BRACING TOP OF GABLE END WALLS.



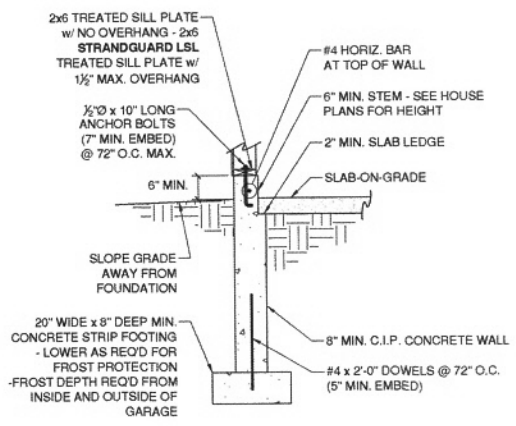
FRAMING DETAIL
POST-INSTALLED HOLDOWN OPTION



WALL SECTION
RETAINING WALL TYPE GARAGE FOUNDATION WALL



WALL SECTION
RETAINING WALL TYPE GARAGE FOUNDATION WALL



WALL SECTION
FROST DEPTH FOUNDATION WALL TYP.

LOADS

ROOF LIVE LOAD: 35 PSF (SNOW)

FLOOR DEAD LOAD: 15 PSF

FLOOR LIVE LOAD: 40 PSF

FLOOR DEAD LOAD: 15 PSF

WIND LOAD: 115 MPH ULTIMATE EXP. C

CODES

2020 MINNESOTA RESIDENTIAL CODE

ABBREVIATIONS

TYP. = TYPICAL

SIM. = SIMILAR

U.N.O. = UNLESS NOTED OTHERWISE

O.C. = ON CENTER

- = CONTINUOUS OVER

PLANS SHOWN LIGHT IN BACKGROUND ARE LOCATION REFERENCE ONLY. PLAN NOTE ELEMENTS SHOWN LIGHT MAY NOT NECESSARILY SUPPORT THE HANSON GROUP'S DESIGN.

BUILDER IS REQUIRED TO SEND FINAL TRUSS LAYOUT DRAWINGS TO THE HANSON GROUP PRIOR TO CONSTRUCTION FOR VERIFICATION OF LOAD PATHS AND FRAMING SIZES LIST.

I hereby certify that this plan, specification or 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.

Signed: *Trevor Axner*
Print Name: Trevor Axner

Date: 4-21-23 License Number: 45

5851 Cedar Lake Road
Suite 202
St. Louis Park, MN 55416
Tel 612-708-3572
www.hansongroupmn.com

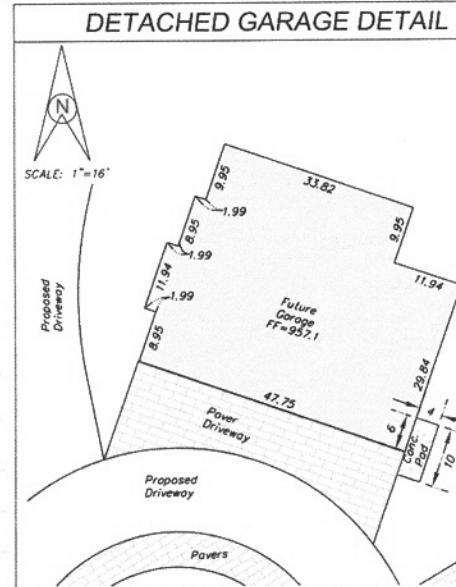
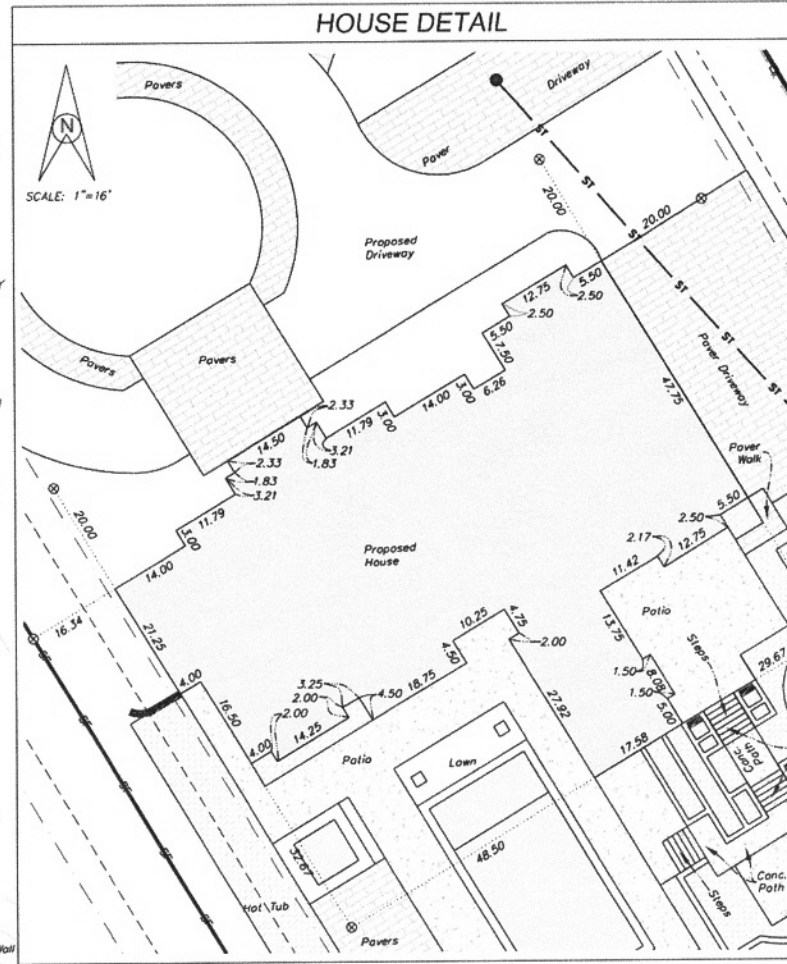
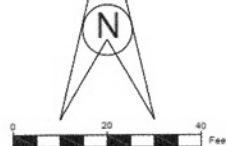
Murphy Residence
Detached Garage

5800 Hardscrabble Cir
Minnetrasta, MN

Project Number: 3,073
Date: April 21, 2023

Certificate of Survey

- LEGEND**
- 1010 denotes Proposed Contour
 - 1017.5 denotes Proposed Spot Elevation
 - denotes Proposed Drainage
 - denotes Existing Contour
 - denotes Existing Spot Elevation
 - denotes Telephone Pedestal
 - denotes Electrical Pedestal
 - denotes Guy Wire
 - denotes Power Pole
 - denotes Ballard TO BE REMOVED
 - denotes Gas Valve
 - denotes Sanitary Manhole
 - denotes Catch Basin
 - denotes Deciduous Tree
 - denotes Coniferous Tree
 - denotes Tree TO BE REMOVED
 - denotes Gas Line
 - denotes Fence Line TO BE REMOVED
 - denotes Fence Line
 - denotes Overhead Electric Line
 - denotes Sanitary Sewer Line
 - denotes Storm Sewer Line
 - denotes Existing Culvert
 - denotes Certificate of Title Dimension
 - (plot) denotes Plot Dimension
 - denotes Drainage and Utility Easement per the plot MURPHY HIGHLANDS
 - denotes Building Setback Line
Front = 35'
Side = 15'
Lake O.H.W.L. = 75'
 - denotes Proposed Landscaping
 - denotes Area to be planted with No Maintenance Turf
 - denotes Construction Fence
 - SF denotes Pre-construction Silt Fence



Proposed House Elevations:
Top of Foundation = 955.11
Garage Floor = 956.50
Basement Floor = 944.98
Theater Floor = 943.98

Property Description:
Lot 2, Block 1, MURPHY HIGHLANDS,
Hennepin County, Minnesota, according
to the recorded plat thereof.

EXISTING HARDCOVER CALCULATIONS:		
AREA TO O.H.W.L.	90,319±	S.F.
Existing Driveway	6,473	S.F.
TOTAL	6,473	S.F.
% HARDCOVER	7.2	%

PROPOSED HARDCOVER CALCULATIONS:		
AREA TO O.H.W.L.	90,319±	S.F.
Proposed House	4,925	S.F.
Future Garage	1,785	S.F.
Proposed Driveway	7,113	S.F.
Proposed Pervious Pavers (50%)	2,100	S.F.
Garage Pervious Pavers (50%)	283	S.F.
Garage Conc. Pad	40	S.F.
Proposed Patios, Conc. Paths, Steps, Hot Tub Area, Pool Area	3,225	S.F.
TOTAL	19,471	S.F.
% HARDCOVER	21.6	%

Certificate of Survey on Lot 2, Block 1,
MURPHY HIGHLANDS, Hennepin County,
Minnesota

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

Requested By:

Alexander Design Group

Date:

Drawn By:

Scale:

Checked By:

3-31-22

TJR

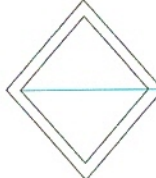
1"=20'

PEO



www.ottoassociates.com
9 West Division Street
Buffalo, MN 55313
(763)682-4727
Fax: (763)682-3522

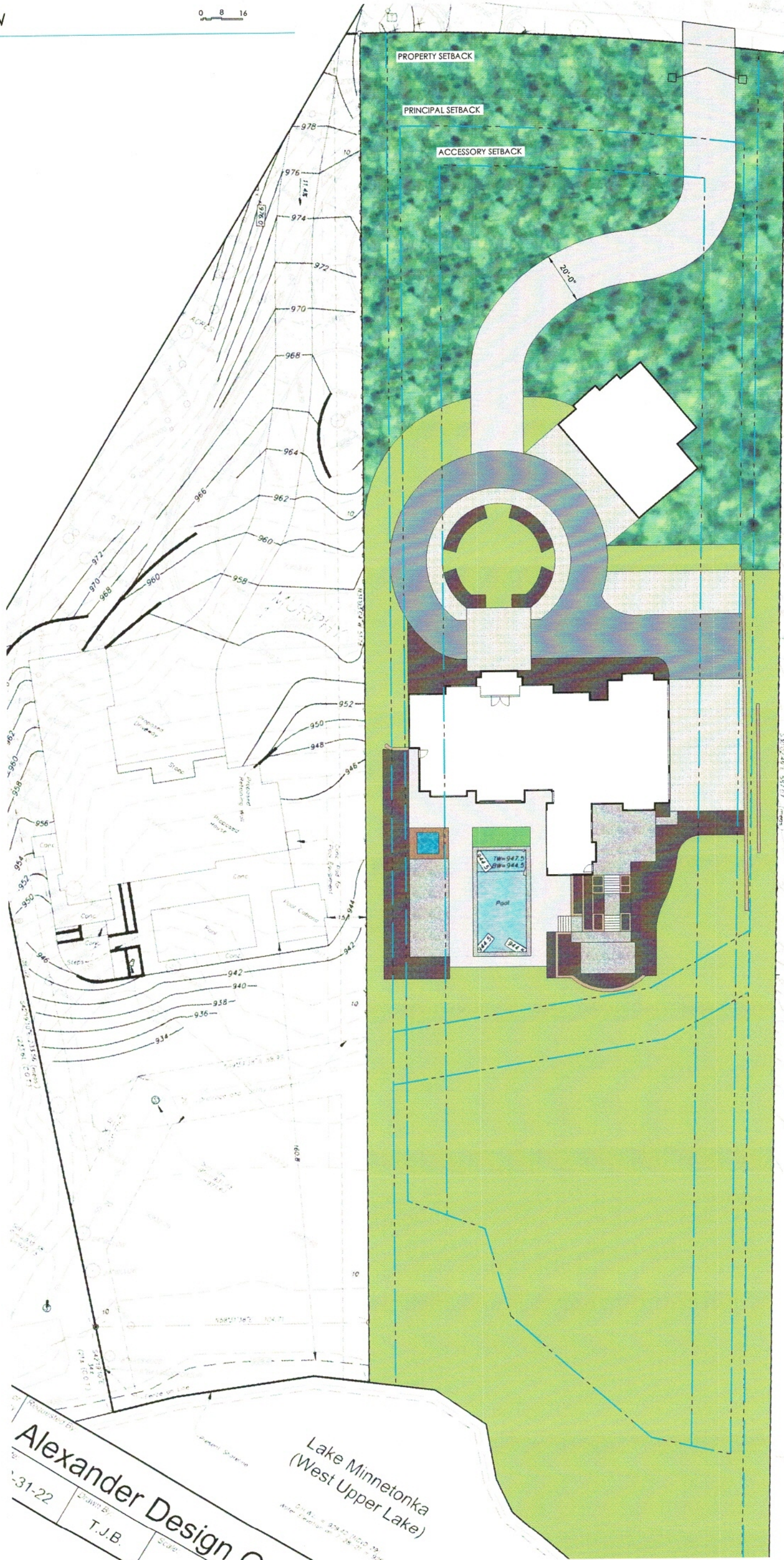
denotes iron monument found
denotes 1/2 inch by 14 inch iron
and marked by License #4000
denotes found judicial landma
denotes iron monument to be
Project No.



PLAN VIEW

scale: 1"=20'

0 8 16



Requested by
Alexander Design Co.
31-22
Drawn by
T.J.B.
Scale

Lake Minnetonka
(West Upper Lake)

MOM'S
DESIGN • BUILD
Landscape. Remodel. Maintain.
12275 WECKMAN RD
Shakopee, Minnesota 55379
momsdesignbuild.com 952.277.6667

Designed by:
BRITTNEY MURPHY
Drawn by:
BRITTNEY MURPHY
PAGE SIZE: ARCH D

Designed for the
MURPHY RESIDENCE
5804 HARDCRABBLE CIRCLE MOUND, MN. 55364

Approved by:

Date: _____

Date: 6.13.23
Version: 2.4
Document Title:
NEW DRIVEWAY LAYOUT
Sheet Number:
L - 1

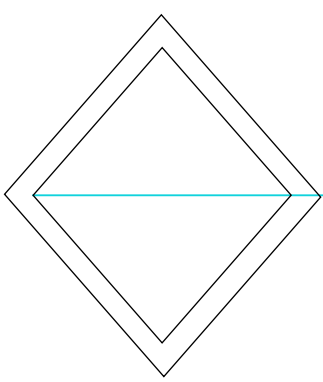
#CasualLuxury

DISCLAIMER: All ideas, designs, arrangements, plans and specifications indicated or respected by the drawings are owned by and the property of Mom's Design Build and were created, evolved or developed for the use on and in connection with the specific project. None of the ideas, designs, arrangements, plants, and specifications shall be used for any other project without the written permission of Mom's Design Build. Contact with these plans or specifications shall constitute conclusive evidence of acceptance of these restrictions. Written dimensions on all drawings shall have precedence over all other dimensions. All dimensions are given in feet and inches. All dimensions are given to the center of the feature unless otherwise noted. All dimensions are given to the finished surface unless otherwise noted. All dimensions are given to the existing surface unless otherwise noted. All dimensions are given to the proposed surface unless otherwise noted. All dimensions are given to the center of the feature unless otherwise noted. All dimensions are given to the finished surface unless otherwise noted. All dimensions are given to the existing surface unless otherwise noted. All dimensions are given to the proposed surface unless otherwise noted.



#CasualLuxury

DISCLAIMER: All ideas, designs, arrangements, plans and specifications indicated or respected by the drawings are owned by and the property of Mom's Design Build and were created, evolved or developed for the use on and in connection with the specific project. None of the ideas, designs, arrangements, plants, and details shown or disclosed to any person, firm or corporation for any purpose what so ever without the written permission of Moms Design Build. Contact with these plans or specifications shall constitute conclusive evidence of acceptance of these restrictions. Written dimensions on all drawings shall have precedence over all other dimensions. All dimensions are approximate and not necessarily accurate, representativeness and do not necessarily accurately represent material finishes.



PLAN VIEW

scale: 1"=20'

LANDSCAPE KEY



TREES TO BE REMOVED



EXISTING TREE PROTECTION ZONE

* All planting beds Mink Mulch with Black Steel Edging



MOM'S
DESIGN • BUILD

Landscape.Remodel.Maintain.

12275 WECKMAN RD
Shakopee, Minnesota 55379
momsdesignbuild.com 952.277.6667

Designed by:
BRITTNEY MURPHY
Drawn by:
BRITTNEY MURPHY

PAGE SIZE: ARCH D

Designed for the
MURPHY RESIDENCE

5804 HARDCRABBLE CIRCLE MOUND, MN. 55364

Approved by:

Date: _____

Date:
8.29.23
Version:
2.5
Document Title:
LANDSCAPE PLAN
Sheet Number:
L - 1

#CasualLuxury

DISCLAIMER: All ideas, designs, arrangements, plans and specifications indicated or respected by the drawings are owned by and the property of Mom's Design Build and were created, evolved or developed for the use on and in connection with the specific project. None of the ideas, designs, arrangements, plants, and specifications shall be used or disclosed to any person, firm or corporation for any purpose what so ever without the written permission of Moms Design Build. Contact with these plans or specifications shall constitute conclusive evidence of acceptance of these restrictions. Written dimensions on all drawings shall have precedence over scaled dimensions; contractors shall verify, and be responsible for all dimensions and conditions on the job. This office must be notified for any variations from dimensions and conditions shown by these drawings. Renderings are artistic and conceptual representations and do not necessarily accurately represent material finishes; plant material shown at mature size, not size when planted. © 2023 Mom's Design Build. All rights reserved. Contractor License BC#638384



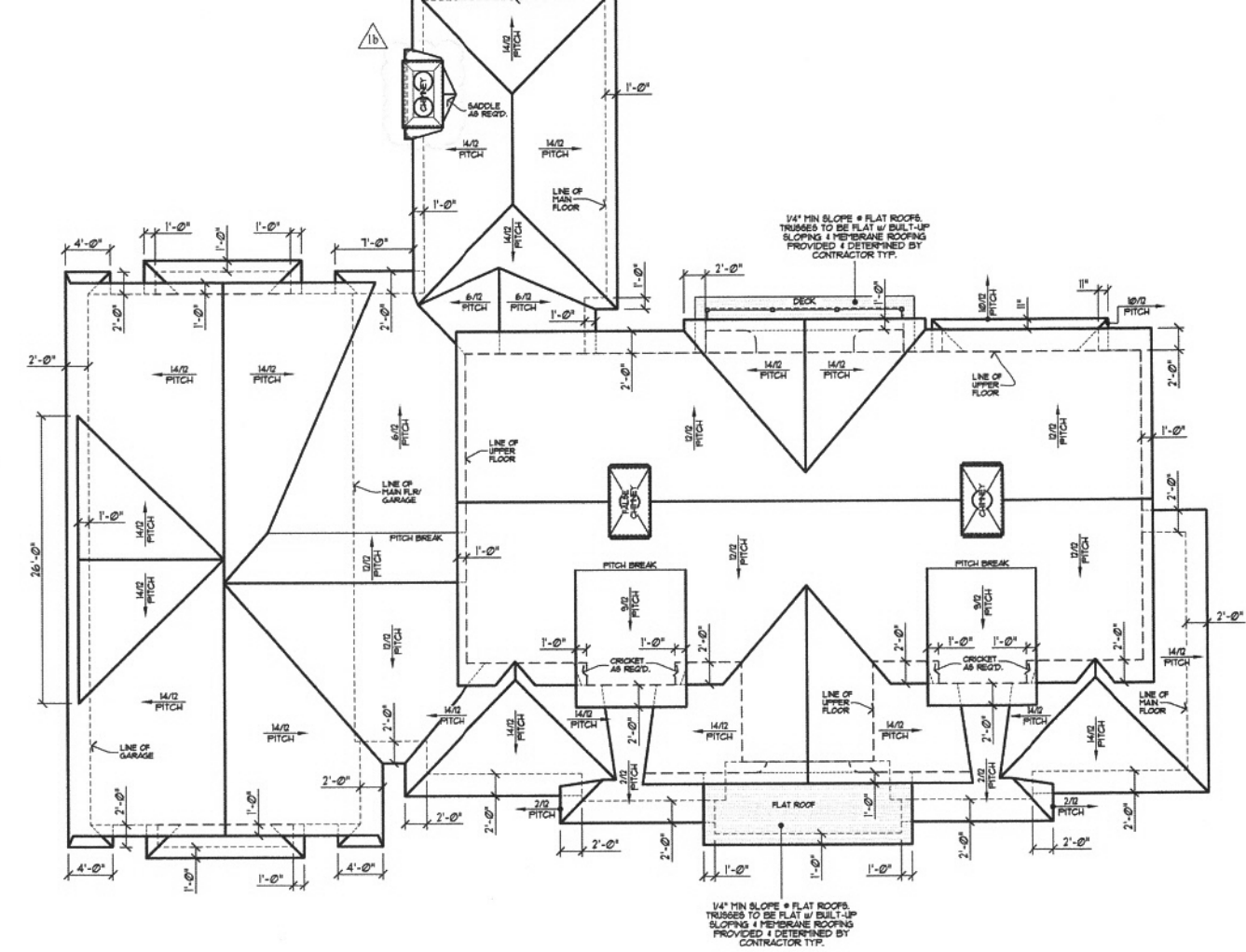
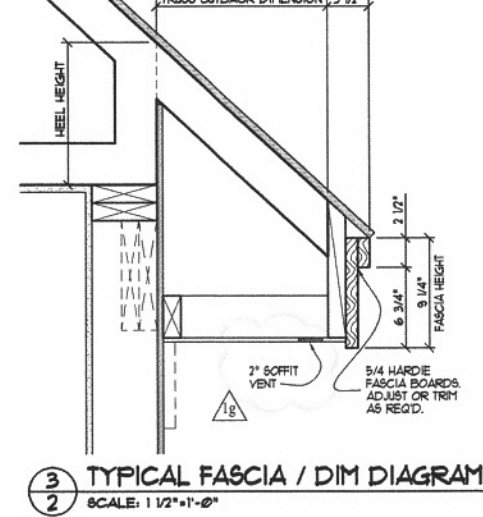
FRONT ELEVATION
SCALE: 1/4\"/>

ASPHALT SHINGLES
METAL ROOF PER ELEV.
HARDIE SHAKE SIDING PER ELEV.
RILL STONE PER ELEV.
THIN STONE PER ELEV. AS NOTED
6\"/>

9'-1 1/8\"/>

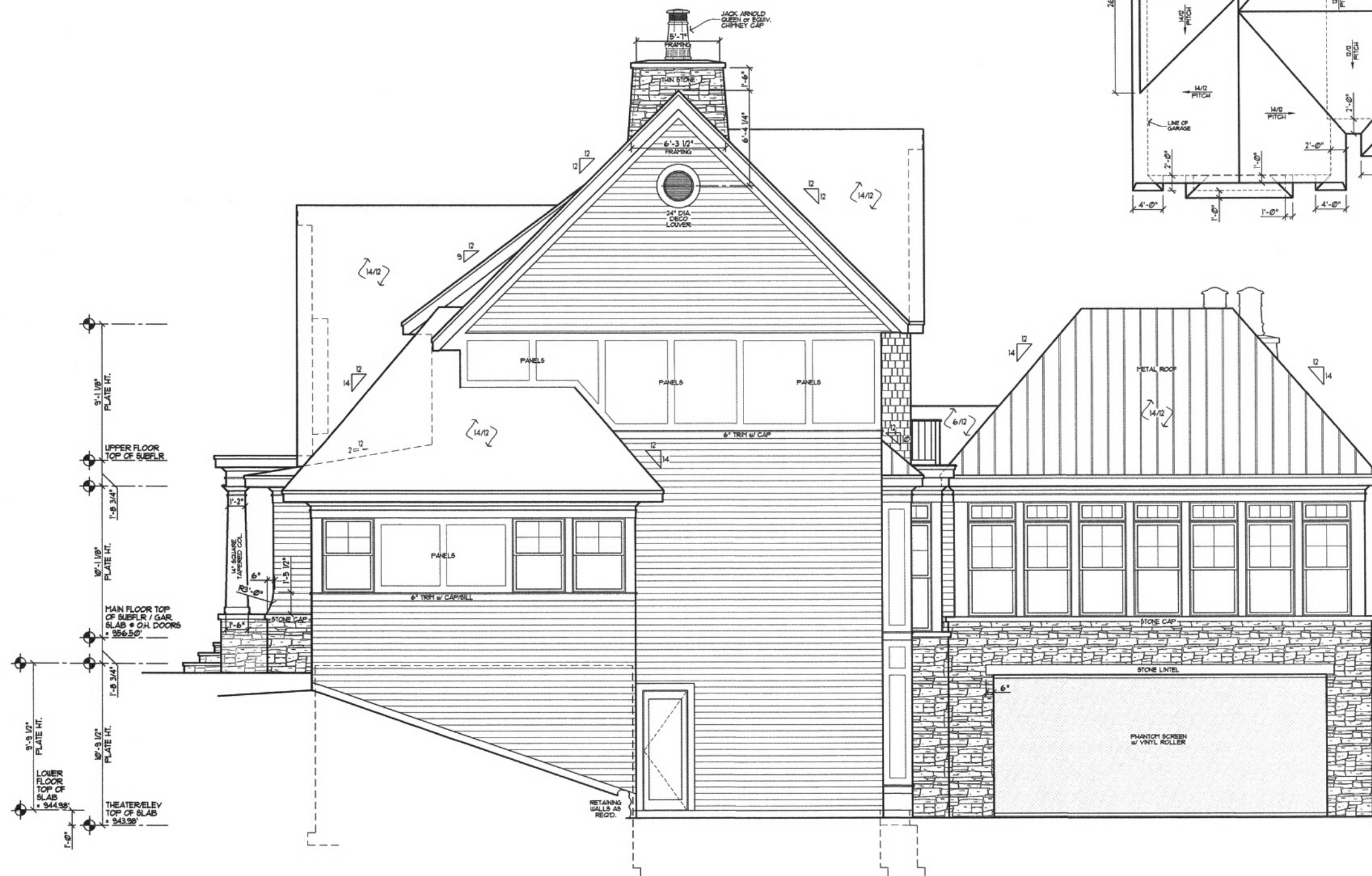
REVISION 6/14/2023
AT SUNROOM:
- DROP FLOOR TRUSSES 1-1/2\"/>

- 1. AT SUNROOM:
 - DROP FLOOR TRUSSES 1/2" TO 2" FOR HEATED FLOORING.
 - FINISH FLOOR TO MATCH MAIN FLOOR FINISH.
 - TRIM: EDIT HEIGHT OF FOUNDATION WALL. AT REAR SUNROOM WALL, REMOVE 1/4" ABOVE F.P. AND EXTEND TRUSSES.
 - ADD DECOR BEAM + PERIMETER AND ADD MOTORIZED SHADES.
- 2. AT POOL HOUSE/SUNROOM:
 - REMOVE GULLY VENTING TO REAR OF POOL HOUSE + LANDSCAPE WALL.
 - ADD (1) F.P. VENTS TO CHASE.
- 3. AT GOLF SHEDS:
 - INCREASE OPENING TO ALLOW FOR HVAC DUCTING.
- 4. AT SUNROOM PATIO:
 - NOTE THAT ROOF FOOTINGS TO BE DETERMINED BY LANDSCAPE DESIGN.
- 5. AT POOL ENTRY/POOL BATH:
 - THEATRE + POOL ROOM 12" BATH.
 - TURN DOWN CEILING 1/2" AS NOTED FOR HVAC.
 - 6" FLUSH BEAM + THEATRE.
- 6. AT DINING GATHERING OWNER'S BED 4 BATH BIODOL:
 - ADD MOTORIZED SHADES AND NOTED DECOR BEAMS OR SOFFITS.
- 7. ADD SOFFIT VENT TO CHASE DTL + FRONT PORCH.
- 8. AT KITCHEN:
 - CHANGE RANGE TO 36".
- 9. AT BACK KITCHEN:
 - CHANGE REFRIG TO 36".
- 10. GENERAL CHANGES NOT SUBMITTED:
 - CLARIFICATION OF CHANGES.
 - DOOR HEIGHTS + LOWER LEVEL.
 - F.P. + CHIMNEY CAP SELECTION.
 - BEAM SELECTION INTER FROM HANSON ENG. w/ MULTIPLE OPTIONS.
- 11. NOT SUBMITTED:
 - ROOFED CABINET PLANS AND RELATED CHANGES, 1" SHEETS.



2 ROOF PLAN
SCALE: 1/8" = 1'-0"

- ASPHALT SHINGLES
- METAL ROOF PER ELEV.
- HARDIE SHAKE SIDING PER ELEV.
- FULL STONE PER ELEV.
- THIN STONE PER ELEV. AS NOTED
- 6" HARDIE GABLE FRIEZE
- 6" HARDIE FRIEZE + UPPER LEVEL
- 13" BUILT-UP FRIEZE w/ BEVELED CROWN + MAIN LEVEL
- 6" HARDIE WINDOW TRIM BOARDS w/ STOOL + APRON PER ELEV.
- HARDIE TRIM BANDS PER ELEV.
- HARDIE PANELS PER ELEV.



1 RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



1 REAR ELEVATION
SCALE: 1/4"=1'-0"

2 LEFT ELEVATION

REVISION 6/14/2023

- 1. AT SUNROOM: - DROP FLOOR TRIM 1/4" TO ALLOW FOR HEATED FLOORING. FINISH FLOOR TO MATCH MAIN FLOOR FINISH. - TRIM EDIT HEIGHT OF FOUNDATION WALL AT REAR SUNROOM WALL. - REMOVE LVL ABOVE RFP AND EXIST TRUSS. - ADD DECO BEAM + PERIMETER AND ADD NOTICED SHADES.
- 2. AT POOL HOUSE/SUNROOM: - REMOVE GRILL VENTING TO REAR OF POOL HOUSE + LANDSCAPE WALL. - INCREASE OPENING TO ALLOW FOR HVAC DUCTING.
- 3. AT GOLF BRIGADES: - NOTE THAT FRONT FOOTINGS TO BE DETERMINED BY LANDSCAPE DESIGN.
- 4. AT POOL ENTRY/POOL BATH: - REAR ENTRY 12 BATH. - TURN DOWN CEILING 5'-12" AS NOTED FOR RAC. - RE-FLUSH BEAM + THEATRE.
- 5. AT DINING GATHERING OWNER'S BED: - BATH WINDOW. - ADD NOTICED SHADES AND NOTED DECO BEAMS OR SOFFITS.
- 6. ADD SOFFIT VENT TO OVAL DTL + FRONT PORCH.
- 7. AT KITCHEN: - CHANGE RANGE TO 36".
- 8. AT BACK KITCHEN: - CHANGE REF TO BY OWNER.
- 9. GENERAL CHANGES NOTED: - CLARIFICATION OF OPENING + DOOR HEIGHTS + LOWER LEVEL. - RFP + CHIMNEY + SELECTIONS. - BEAM SELECTION BASED FROM HANSON ENG. IN MULTIPLE OPTIONS.
- 10. NOT SUBMIT: - ADD CABINET PLANS AND RELATED CHANGES: 11 SHEETS.

REVISION 6/28/2023

- 1. AT BATH: CHANGE TUB/SHOWER TO SHOWER.
- 2. AT BATH: MOVE RFP FLUE TO CLOSET AND ENLARGE SHOWER.
- 3. ADD STRUCTURAL SLAB TO PATIO BEHIND GARAGE/SUNROOM. - INCREASE LEDGE + PERIMETER HOUSE BUILT BY HAVING BUILT. - ADJUST ADJOINING WALL + STONE. - ADD GRACE BEAMS PER ENGINEER. - DROP FOUNDATION WALL 1/2" + DETAIL 3/8". - ADD FRONT FOOTING + LEDGE. - AT POOL HOUSE: ADD BEAM FOR STONE + RFP ABOVE + SUNROOM. - ADJUST GRILL VENT TO AVOID BEAM.
- 4. ADD ADDITIONAL ENGINEERED WALLS + LANDSCAPE WALLS.

ASPHALT SHINGLES
METAL ROOF PER ELEV.
HARDIE SHAKE SIDING PER ELEV.
FULL STONE PER ELEV.
THIN STONE PER ELEV. AS NOTED
6" HARDIE GABLE FRIEZE
6" HARDIE FRIEZE + UPPER LEVEL
13" BUILT-UP FRIEZE w/ BEVELED CROWN
+ MAIN LEVEL
6" HARDIE WINDOW TRIM BOARDS w/
STOOL + APRON PER ELEV.
HARDIE TRIM BANDS PER ELEV.
HARDIE PANELS PER ELEV.

ALEXANDER
DESIGN GROUP

275 EAST LAKE STREET
SUITE 102
WAYZATA, MN
Phone: 952.473.8138
FAX: 952.473.8138

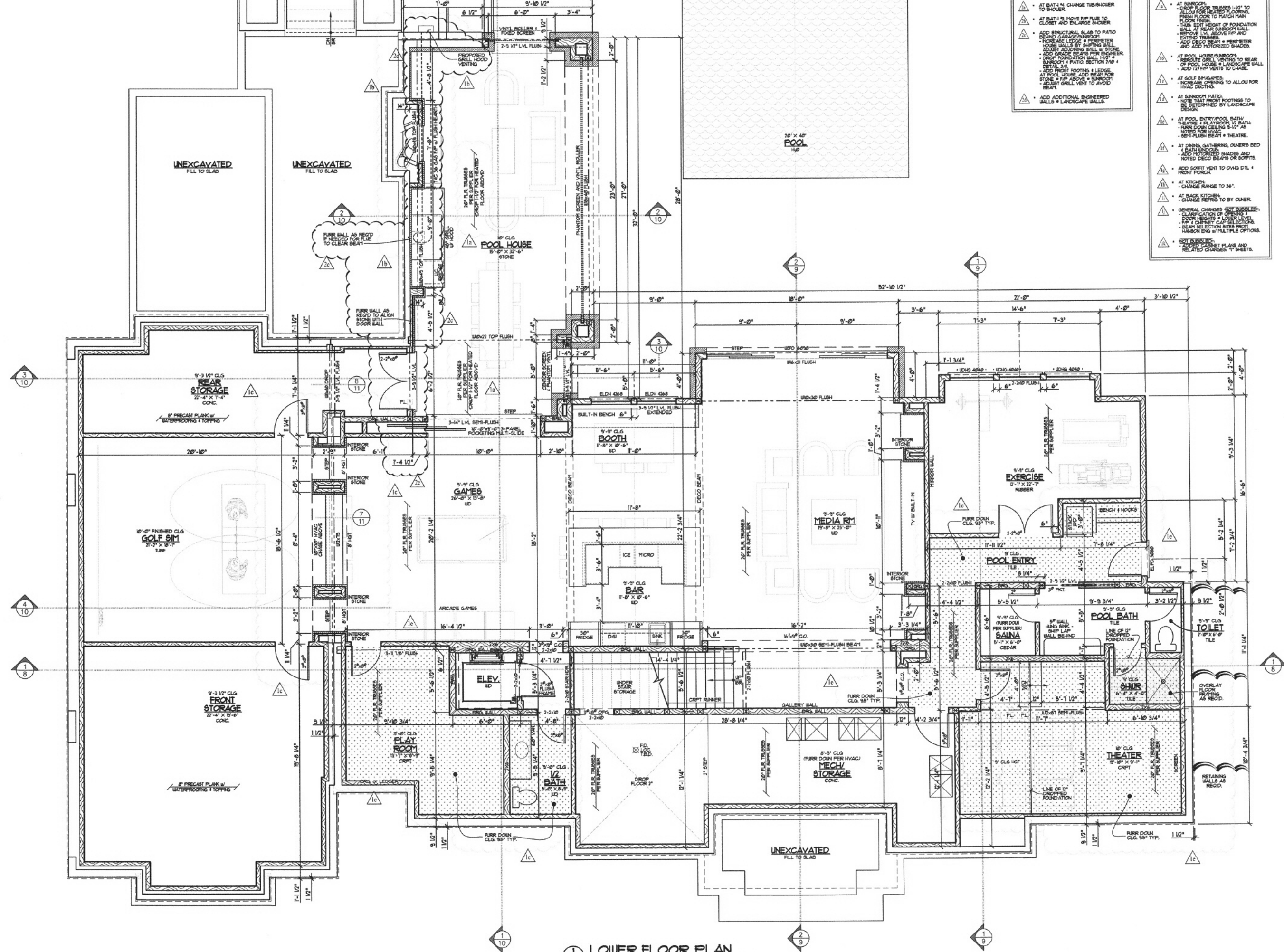
ISSUE DATE:
28 JUNE 2023
PREVIOUS ISSUE DATES:
6/7/2023

DRAWING DESCRIPTION:
ELEVATIONS

CONSTRUCTION SET
REVISION 2

MURPHY RESIDENCE
5804 HARDSCRABLE
MINNETRISTA, MN

3
3 OF



- AT BATH 1, CHANGE TUB/SHOWER TO SHOWER.
- AT BATH 2, MOVE R/P FLUE TO CLOSET AND ENLARGE SHOWER.
- ADD STRUCTURAL SLAB TO PATIO BEHIND GARAGE/SUNROOM.
- INCREASE LEDGE & PERIMETER HOUSE WALLS BY SHIFTING WALL.
- ADJUST ADJOINING WALL w/ STONE.
- ADD GRADE BEAMS PER ENGINEER.
- DROP FOUNDATION WALL 1/2" & SUNROOM 1 PATIO, SECTION 2-20 & DETAIL 3-11.
- ADD FRONT FOOTING 1 LEDGE AT POOL HOUSE ADD BEAM FOR STONE & R/P ABOVE & SUNROOM.
- ADJUST GRILL VENT TO AVOID BEAM.
- ADD ADDITIONAL ENGINEERED WALLS & LANDSCAPE WALLS.
- AT SUNROOM:
- NOTE THAT BEST FOOTINGS TO ALLOW FOR HEATED FLOORING, FRONT DOOR TO MATCH MAIN FLOOR FINISH.
- THIS EPT HEIGHT OF FOUNDATION WALL AT REAR SUNROOM WALL.
- REMOVE LVL ABOVE R/P AND STONE.
- ADD DECO BEAM & PERIMETER AND ADD NOTORIZED SHADERS.
- AT POOL HOUSE/SUNROOM:
- REROUTE GRILL VENTING TO REAR OF POOL HOUSE & LANDSCAPE WALL.
- ADD DRYER VENTS TO CHASE.
- AT GOLF SHED/GARAGE:
- INCREASE OPENING TO ALLOW FOR HVAC DUCTING.
- AT SUNROOM PATIO:
- NOTE THAT BEST FOOTINGS TO BE DETERMINED BY LANDSCAPE DESIGN.
- AT POOL ENTRY/POOL BATH/ THEATRE 1 PLAYROOM 1/2 BATH:
- RURR DOWN CEILING 3-1/2" AS NOTED FOR HVAC.
- SET-FLUSH BEAM & THEATRE.
- AT DINING, GATHERING, OWNER'S BED & BATH SINKS:
- ADD NOTORIZED SHADERS AND NOTED DECO BEAMS OR SOFFITS.
- ADD SOFFIT VENT TO OVERS DTL & FRONT PORCH.
- AT KITCHEN:
- CHANGE RANGE TO 36".
- AT BACK KITCHEN:
- CHANGE REFRIG TO BY OWNER.
- GENERAL CHANGES NOT REBUILT:
- CLARIFICATION OF OPENING & DOOR HEIGHTS & LOWER LEVEL.
- R/P & CROWN CAP SELECTIONS.
- BEAM SELECTION BASED FROM HANSON ENG w/ MULTIPLE OPTIONS.
- NOT REBUILT:
- ADDED CABINET PLANS AND RELATED CHANGES. 17 SHEETS.

NOTE:
SEE HANSON GROUP'S STRUCTURAL
PAGES FOR ALL ENGINEERING.
THESE PAGES TO SUPERSEDE ANY
CALLOUTS OR SIZING SHOWN THAT
MAY DIFFER.

NOTE:
OFFSET EXTERIOR STUDS 1-1/2" TO
THE OUTSIDE FACE OF FOUNDATION
WHERE EXT. FND. INSUL. IS APPLIED,
EXCEPT WHERE NOTED.

MARVIN ELEVATE WINDOW CODES
(UNLESS NOTED OTHERWISE)
MARVIN WINDOW OPENING CONTROL
DEVICE FOR FALL PREVENTION AS REQ'D.

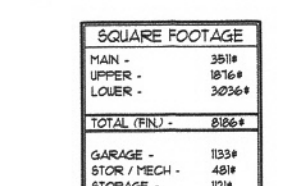
NOTE - ALL WINDOW & DOOR HEAD
HGTs. TO BE SET AT 8'-0" AT LWR
LEVEL UNLESS NOTED OTHERWISE

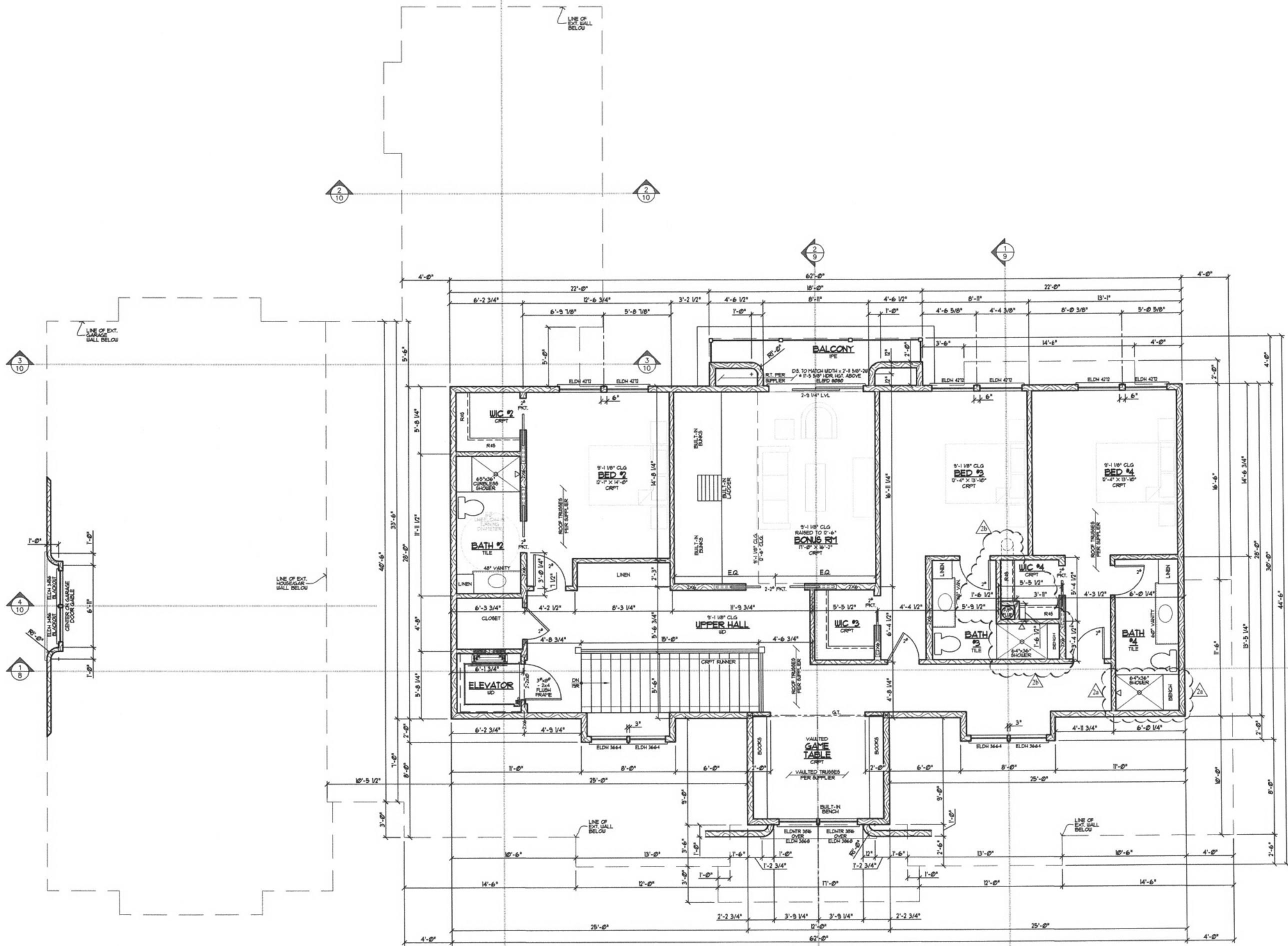
SMOKE ALARMS AT ALL SLEEPING
ROOMS, ENTRY LEVEL, AND ALL
HALLWAYS TO SLEEPING ROOMS,
AND/OR PER CODE.

CO ALARMS OUTSIDE OF & WITHIN 10'
OF ALL SLEEPING ROOMS, AND/OR
PER CODE.

SQUARE FOOTAGE	
MAIN -	3511#
UPPER -	1876#
LOWER -	3036#
TOTAL (FIN.) -	8423#
GARAGE -	1133#
STOR / MECH -	481#
STORAGE -	1021#

1 LOWER FLOOR PLAN
5 SCALE: 1/4"=1'-0"





1 UPPER FLOOR PLAN
SCALE: 1/4"=1'-0"

REVISION		DATE
1	AT BATH #4 CHANGE TUB/SHOWER TO SHOWER	6/28/2023
2	AT BATH #4 MOVE FIP FLOOR TO CLOSET AND ENLARGE SHOWER	
3	ADD STRUCTURAL SLAB TO PATIO BEYOND GARAGE/SUNROOM INCREASE LEDGE & PERIMETER HOUSE WALLS BY SHIFTING WALL. ADJUST ADJOINING WALLS & STONE. ADD GRADE BEAMS PER ENGINEER. DROPT FOUNDATION WALL 1'-0" & SUNROOM & PATIO SECTION 2/16 & DETAIL 1/16	
4	ADD FROST FOOTING & LEDGE AT POOL HOUSE. ADD BEAM FOR STONE & FIP ABOVE & SUNROOM. ADJUST GRILL VENT TO AVOID BEAT.	
5	ADD ADDITIONAL ENGINEERED WALLS & LANDSCAPE WALLS	

NOTE:
SEE 'HANSON GROUP' STRUCTURAL PAGES FOR ALL ENGINEERING. THESE PAGES TO SUPERSEDE ANY CALLOUTS OR SIZING SHOWN THAT MAY DIFFER.

MARVIN ELEVATE WINDOW CODES
(* UNLESS NOTED OTHERWISE *)
MARVIN WINDOW OPENING CONTROL DEVICE FOR FALL PREVENTION AS REQ'D.

NOTE - ALL WINDOW & DOOR HEAD HGT'S TO BE SET AT 8'-0" AT UPFR LEVEL UNLESS NOTED OTHERWISE

SMOKE ALARMS AT ALL SLEEPING ROOMS ENTRY LEVEL AND ALL HALLWAYS TO SLEEPING ROOMS, AND/OR PER CODE.

CO ALARMS OUTSIDE OF & WITHIN 10' OF ALL SLEEPING ROOMS, AND/OR PER CODE.

SQUARE FOOTAGE	
MAIN -	3511#
UPPER -	1876#
LOWER -	3036#
TOTAL (FIN) -	8423#
GARAGE -	1133#
STOR / MECH -	481#
STORAGE -	1214#

RESOLUTION NO. 94-23

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR RICHARD MURPHY FOR AN ACCESSORY BUILDING OVER 1,000 SQUARE FEET AT 5804 HARDSCRABBLE CIRCLE

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

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

WHEREAS, Richard Murphy (the “Applicant”) has made an application for a conditional use permit for an accessory building over 1,000 square feet at the property located generally at 5804 Hardscrabble Circle (the “Property”), and which is legally described as:

Lot 2, Block 1, Murphy Highlands, Hennepin County, Minnesota; and

WHEREAS, on September 25, 2023, the Minnetrista Planning Commission considered the requested conditional use permit, held a public hearing, and, after consideration of the record before it, voted 6-0 in favor of recommending approval of the conditional use permit request; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Minnetrista hereby approves the conditional use permit for an accessory building over 1,000 square feet, as requested by the Applicant, based on the findings of fact outlined above, with the following conditions:

1. The accessory building shall only be used residential use only and shall not be used for any commercial business or storage operations, unless separate approval is granted at a later date by the City Council;
2. The Property shall be developed in accordance with the plans submitted with this land use application;
3. The as built grading shall be reviewed at the time of the as built grading for the new home currently under construction;
4. The Applicant shall obtain all necessary permits and approvals from the City and other

- applicable agencies with jurisdiction over the Property prior to any construction;
5. The Applicant is responsible for all fees incurred by the City in the review of this application; and
 6. This approval is valid for one year from the date of approval and will become void and expire unless a building permit has been issued for the Property.

This resolution was adopted by the City Council of the City of Minnetrista on the 2nd day of October 2023, by a vote of ____ Ayes and ____ Nays.

Lisa Whalen, Mayor

ATTEST:

Angela Boll, Deputy City Clerk
(SEAL)

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM 4M

Subject: Application from Frank Weigel and Esther Nazarov to extend an interim use permit for Agricultural Entertainment Activities at the properties of 6480 County Road 26 and 6530 County Road 26

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

Meeting Date: October 2, 2023

Issue: Frank Weigel and Esther Nazarov of Everly Farms LLC (the “Applicants”) have made an application to extend an interim use permit for Agricultural Entertainment Activities at the properties of 6480 County Road 26 and 6530 County Road 26; A – Agriculture Zoning District; PID# 03-117-24-11-0004 and PID# 03-117-24-12-0004 (collectively the “Properties”).

Background: The previous property owners originally received a Conditional Use Permit (CUP) back in 1980 to sell apples and honey on the Properties. That CUP was later amended in 1996 to allow for the operation known today as Minnetonka Orchards. City ordinances changed in 2007 to allow agricultural entertainment activities by interim use permit (IUP) rather than CUP. The difference between a CUP and IUP is that an IUP is a use that is allowed for a certain duration of time and is specific to a certain property owner. In 2013, a CUP for a farm winery was approved. At that time, the City issued an IUP for the agricultural entertainment activities which was good for 10 years. In 2020, Lowell and Phyllis Schaper (the Schapers), the previous owners of Minnetonka Orchards, began exploring selling the Properties. As they were going through the process, they were informed that in order to continue the IUP operation, any new owner would need to be added to that permit. In late 2020 and early 2021, the Applicants went through that process with the Planning Commission and City Council. From that, it was clear that noise was the primary issue with the IUP. In order to help address that issue, information from an acoustic consultant was presented with the materials to the Planning Commission and City Council. The City, the Applicants, and the Schapers all agreed this should be completed. As the City Council will see in the additional materials attached to this staff report, it appears as though this has not been completed. Now, the permit recently expired and the Applicants have applied to extend the previously approved permit. In the meantime, the City has approved a special events permit to cover the already scheduled events while this request is being reviewed.

Discussion: The Applicants are requesting to extend the existing IUP for an additional 10 years. This was the duration given to the previous owners when the IUP was first

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issued. The City Council might want to consider certain factors like how many events the Applicants have held, how long they have been open, the type of events they are holding, etc. in determining the duration of the permit. Back when the Schapers started Minnetonka Orchards, it was geared towards families and children. As time has gone on and the introduction of the farm winery, the nature of the events has become more adult friendly with alcohol, and this might also factor in to the City Council's consideration. Another point of note is that when the Applicants names were added to the previous IUP, there were a few years left on that permit and it was expected that would serve as a trial period for the Applicants. However, during that time there was a global pandemic and it's unclear how that may have impacted their operation. If the Applicant was limited in any way, it might make sense to consider a shorter duration. Outside of extending the duration of the IUP, no other changes or conditions are being requested at this time. For discussion, the criteria from City Code for reviewing an IUP have been included below:

Subd. 8. Interim Use Permit

- (a) Purpose. The purpose of this ordinance is to allow interim uses under specific and regulated conditions. Interim uses may be allowed by permit if the following conditions are met:
 - (1) The use conforms to the zoning regulations;
 - (2) The date or event that will terminate the use can be identified with certainty;
 - (3) Permission of the use will not impose additional costs on the public if it is necessary for the public to take the property in the future; and
 - (4) The user agrees to any conditions that the city council deems appropriate for permission of the use.
- (b) Application. The applicant shall submit an application for an interim use permit to the city planner. The application shall be accompanied by the following information and documentation:
 - (1) Legal description of the property;
 - (2) Identification of the owner and user, if different;
 - (3) Site plan, including location of all buildings, driveways, parking areas, restroom facilities, septic systems, drain fields, wetlands and easements;
 - (4) Sign plan;
 - (5) Lighting plan;
 - (6) Names of each owner of property situated wholly or partly within 1,500 feet of the property to which the interim use relates;
 - (7) Statement of the date or event terminating the use;
 - (8) Application fee as set forth in the city's fee schedule; and
 - (9) Such other information as the city deems necessary or desirable.

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- (c) City Staff Review. Upon receipt of an application for an interim use permit, the city planner shall review the material submitted and determine whether the application is complete. If the application is not complete, the city planner shall notify the applicant in writing and shall specify the additional documentation or information that the applicant will be required to submit before the application will be considered complete. When the application is complete, the city planner shall refer the matter to the planning commission for review and public hearing.
- (d) Planning Commission Review; Public Hearing.
 - (1) The planning commission shall review the proposed interim use permit on the basis of the information and documentation submitted by the applicant and any other information available to it. The planning commission shall hold a public hearing on the proposed interim use. Notice of the time, place and purpose of the hearing shall be published in the city's official newspaper at least 10 days prior to the date of the hearing. Notice shall also be mailed at least 10 days prior to the hearing to each owner of affected property and property situated wholly or partly within 1500 feet of the property to which the interim use relates.
 - (2) The planning commission shall review the proposed interim use to determine whether it is consistent with the requirements of this ordinance. Following the public hearing, the planning commission shall recommend that the interim use be approved with conditions or denied. The planning commission shall forward its recommendation to the city council along with a list of suggested conditions if it recommends approval of the permit.
- (e) City Council Review; Amendment.
 - (1) The city council shall consider the report of the city planner and the recommendation of the planning commission and may consider any additional information or conduct such additional review as it determines would serve the public interest. The city council shall approve with conditions or deny the interim use permit. The city council shall condition its approval in any manner it deems reasonably necessary in order to promote public health, safety or welfare and to achieve compliance with this ordinance. The city council may require the applicant to enter into an agreement including such provisions as it deems reasonably required to ensure compliance with this ordinance and the terms and conditions of the city's approval.

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- (2) An application to amend an approved interim use permit shall be reviewed under this section in the same manner as an initial application for an interim use permit.
- (f) Termination. An interim use shall terminate upon the date or the occurrence of the event established in the permit or upon such other condition specified by the city. Notwithstanding anything herein to the contrary, an interim use may be terminated by a change in zoning regulations applicable to the use or land upon which it is located.

Specific to interim uses, the following language is found within the Agriculture Zoning District:

(d) Interim use in A-agriculture district.

- (1) Within the A-agriculture district, the following use shall be permitted by interim use permit:
 - a. Agricultural entertainment, which shall include events or activities conducted or held on private property by the property owner or the owner's lessee, either private or open to the general public, with an estimated attendance of 75 people or more.
 - b. For purposes of this section, "events" and "activities" have the following meanings:
 - i. Events: planned parties, celebrations, concerts, conferences, or similar occasions with reservation of a particular space at the property for a single-occurrence gathering, including but not limited to weddings, wedding receptions, private parties or similar family or social functions.
 - ii. Activities: ongoing occurrences at the property which are open to the general public, including but not limited to tractor pulled hayrides; guided nature walks, petting barn yards, school-age tour groups or similar family or social functions.
- (2) Standards. The following standards apply to interim use permits for agricultural entertainment:
 - a. The property proposed to be used for agricultural entertainment must be located with direct access to a collector or arterial street as identified in the comprehensive plan;
 - b. The property owner may be required to improve the traffic intersection located nearest to the property with additional turning lanes, street lights, traffic controls, traffic signs and

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- such other measures as the city deems necessary to safely control traffic traveling to and from the property;
- c. The property must have at least two points of unobstructed emergency vehicle access to each building or permanent or temporary structure;
 - d. Minimum lot size and building setbacks for “other uses” in the A-agriculture zoning district must be met;
 - e. All parking must occur on-site but not on the primary or alternate septic sites or on any green area; must be on an improved surface, such as class five gravel or pavement; and must be set back at least 30 feet from all property lines;
 - f. No more than 25 percent of the site may be covered with impervious surface and the remainder shall be suitably landscaped;
 - g. All requirements of section 405 of the city code must be met;
 - h. Exterior lighting must be designed and installed so that the light source is recessed and enclosed on all sides except the bottom so that no light is cast directly or indirectly on any other property and so that the light source cannot be seen from adjacent property;
 - i. Roof top or outside mechanical equipment and any exterior storage must be screened from view from adjacent properties and rights-of-way with an opaque material architecturally compatible with the building(s);
 - j. Trash containers must be located inside or screened in an acceptable manner;
 - k. No outdoor speakers may be used. All live music, including but not limited to bands and disc jockeys as well as stereos, juke boxes or other equipment, shall be conducted inside a permanent or temporary structure and the property owners shall take all necessary steps to contain the noise produced by all such devices within the permanent or temporary structure;
 - l. The number of persons who may attend an event featuring live music shall be determined by the city council after considering the impact on adjacent properties;
 - m. All requirements of the fire code and fire marshal must be met;
 - n. All requirements of chapter 1200 of the city code must be met;
 - o. Discharge of firearms, including blanks, shall not be allowed on the property;
 - p. The hours of operation and the number of permitted employees will be determined by the city council after consideration of the impact on adjacent properties;

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- q. Events are limited to twice weekly and only during the months of May through December;
- r. The city may require the property owner to utilize the services of a licensed security officer or peace officer at any event or activity;
- s. The city may require inspections of the property in order to investigate complaints;
- t. Food consumed on site must be prepared in accordance with all applicable state and county codes and regulations;
- u. The property owner must take reasonable steps to prevent trespassing on adjacent properties by employees, contractors or patrons;
- v. There must be identified and acceptable primary and alternate well and septic sites on the property which are sized for the maximum anticipated usage of the property;
- w. All animal feed and bedding must be stored within an enclosed building;
- x. Manure must be properly stored while on site. Manure must be disposed of at an off-site location at least every six months by means of a method approved by the city and the Minnesota Pollution Control Agency; and
- y. The city council may require compliance with any other conditions, restrictions, or limitations it deems to be reasonably necessary to protect the health, safety or welfare of the surrounding properties and the community and may require the applicant to enter into an agreement to ensure compliance with the conditions.

Neighborhood Comments: Notices were sent out to all property owners within 1,500 feet of the subject property. To date, staff has spoken with three neighboring property owner and received two written comment regarding this request as a result of sending the public notice. Those have been attached for the City Council to review.

Planning Commission Recommendation: The Applicants' request was presented to the Planning Commission at their August 28, 2023 meeting, but because the Applicants' were not able to be present, the Planning Commission continued the public hearing and their discussion until the September 25, 2023 meeting. At both meetings, the Planning Commission held the required public hearing and discussed the Applicant's request at length at their September 25, 2023 meeting. During the public hearing, the Planning Commission heard testimony from three different properties. The testimony included concerns regarding the noise levels, number of events, lack of a complaint process, and general lack of trust of the Applicants by the neighbors. After hearing the testimony at the public hearing and after considering the entire record before them, the Planning Commission made a motion to recommend the City Council approve the requested interim use permit, based on certain findings of fact and subject to conditions as outlined in this staff report. Motion passed 7-0. Absent: Livermore and Rognli (Alternate 2).

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Since the Planning Commission meeting, the Applicants have sent a letter to the surrounding neighbors and provided an email with additional updates. Both the email and letter have been attached for the City Council to review.

Conclusion: The City Council should review the staff report and the recommendation of the Planning Commission. After review, the City Council should consider the entire record before it prior to making a motion. Along with making a motion, findings of fact should be made which support the motion. Should the City Council determine they wish to approve the request, findings of fact based on the information submitted by the Applicants may be as follows:

1. Agricultural entertainment is allowed within the Agriculture zoning district by Interim Use Permit; and
2. The proposed change in ownership is in harmony with the purpose and intent of the City's zoning ordinance and is consistent with the City's comprehensive plan.

Recommended Action: The City Council will need to first determine if the nature of Minnetonka Orchards remains consistent with the original approval and operation dating back several decades. Noise remains a major concern with the surrounding property owners and it's largely unknown how or when that may be address by the Applicants. Addressing the noise concerns and working to move the events indoors, especially during the evening hours may help with the neighboring property owner concerns. The City Council should review the conditions of the previous approval, which the Applicants aren't asking to be changed, to determine themselves if they are sufficient or if additional conditions should be added or amended to address any concerns raised. Should the City Council decide it wants to move forward with approval, a motion as outlined below was recommended by the Planning Commission. It is based on the previous approval and the discussion of the Planning Commission.

Motion to adopt a resolution approving the requested Interim Use Permit at 6480 & 6530 County Road 26, based on certain findings of fact outlined in the staff report and subject to the addition of the following conditions:

1. The Interim Use Permit shall be issued for 5 years from the date of City Council approval;
2. The Applicants shall install decibel monitoring equipment at the property lines to measure and record noise levels for personal use in monitoring and enforcing the noise standards outlined in this permit;
3. Agricultural entertainment events shall be limited to two (2) events per week and only during the months of May – December;
4. The Applicants shall coordinate persons to provide traffic control for all activities and events during the month of October;
5. Additional on-site security officers shall be obtained by the Applicants;
6. Food and beverage sales to the scale with which were provided under the Conditional Use Permit are allowed with the Interim Use Permit;
7. No off-site parking for activities or events;
8. The Applicants shall provide documentation from Hennepin County

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- stating that the existing septic and well systems are sized adequately;
9. Any and all changes to the lighting of the property shall be reviewed by City staff and shall be designed so as to not be obtrusive and shall register as zero foot-candles at the property lines;
 10. Trash enclosures must be located inside a structure on the property or screened appropriately;
 11. All noise pollution shall be defined and restricted by the Minnesota Pollution Control Agency under Minn. Rules 7030 – Noise Pollution.
 - Adoption of the Standard Definitions per 7030.0020 (page 15)
 - Uphold the Noise Standards per 7030.0040 (page 16)
 - Classify Minnetonka Orchards activities as Noise Area Classification #2 (page 17)
 - Subsection 3. Exceptions (page 18)
 - No outdoor speakers may be used
 - The property owners shall take all necessary steps to contain the noise produced by all such devices within the permanent or temporary structures.
 12. The Applicants must conform to all applicable sections of City Code;
 13. If violations of the Interim Use Permit or the City’s nuisance ordinance occur, the City Council reserves the right to review and to revise or revoke the Interim Use Permit;
 14. Wedding ceremony events located in the garden shall not occur past 6:00 p.m.; and
 15. The Applicants shall continue to work with adjacent property owners to determine appropriate decibel levels; and
 16. Any additional conditions as determined by the City Council.

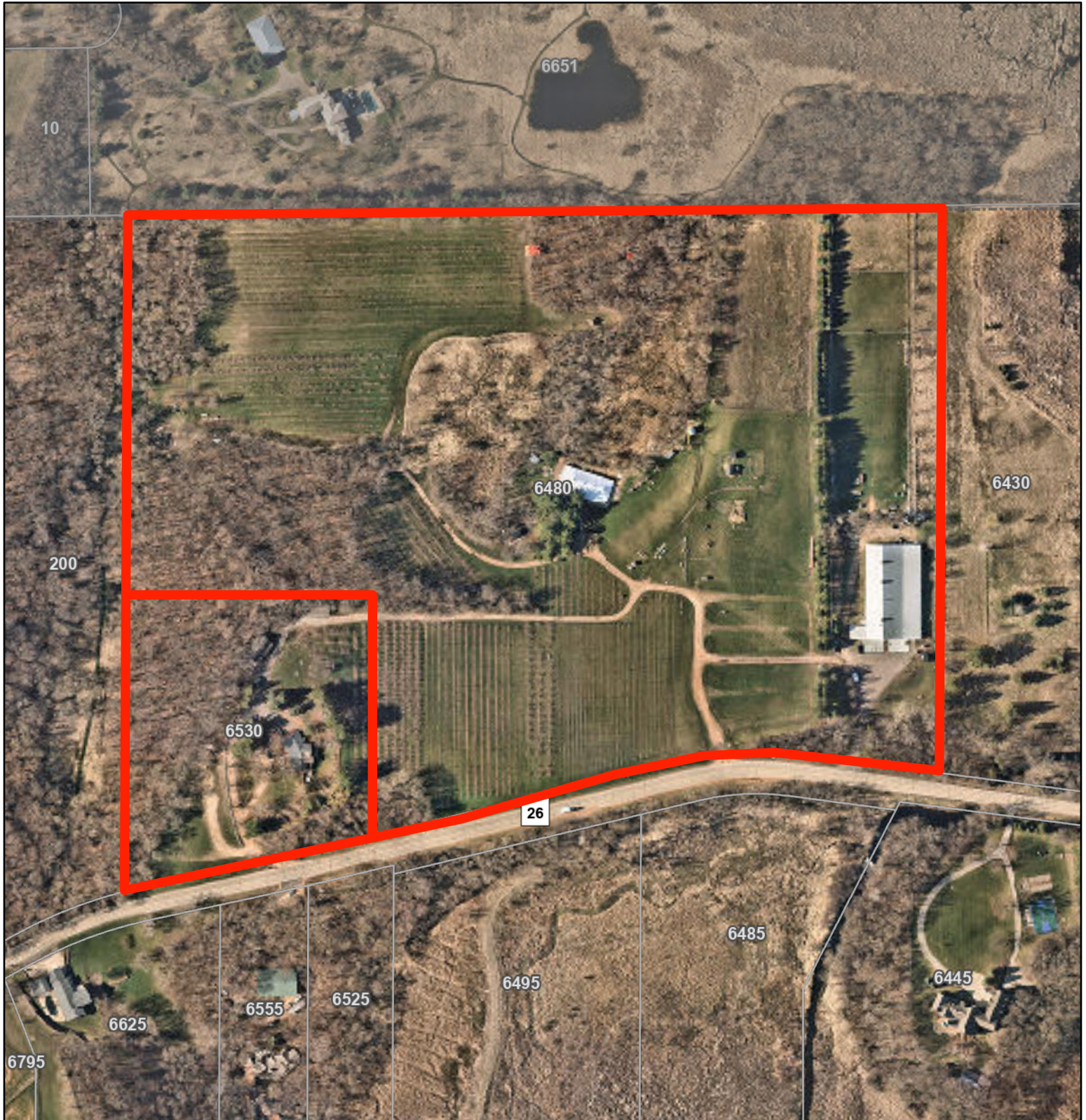
Attachments:

1. Location Map
2. Applicant Narrative
3. Site Plan
4. Lighting Plan
5. Resolution No. 083-13
6. Neighborhood Comments
7. Res. No. 95-23 Approving Interim Use Permit at 6480 & 6530 County Road 26





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6480 & 6530 County Road 26



1 in = 375 Ft

-  City Boundary
-  City Mask
-  Address Labels
-  Parcels



Written Answers

a. Property Owners:

- a. Frank Weigel, 4496 North Shore Dr., Mound, MN 55364. 605-400-7112.
fweigel@everlyfarmsmn.com
- b. Esther Nazarov, 4496 North Shore Dr., Mound, MN 55364. 408-656-1765.
esther@everlyfarmsmn.com

b. Site Data:

1. Address
 - a. 6480 County Road 26, Minnetrista, MN 55364
 - b. 6530 County Road 26, Minnetrista, MN 55364
2. Current Zoning:
 - a. A
 - b. A
3. Parcel Size in Acres & Square Ft.:
 - a. 5.95 Acres, 259,222 sq. ft.
 - b. 37.37 acres, 1,627,753 sq. ft.
4. PID:
 - a. 0311724110004
 - b. 0311724120004
5. Current Legal Descriptions:

Parcel A: The East 500 feet of that part of the Northeast Quarter of Section 3, Township 117 North, Range 24 West of the 5th Principal Meridian, lying North of the Northerly right of way line of County Road No. 26

Parcel B: Commencing at a point in the North line of the Northeast Quarter a distance of 730 feet East from the Northwest corner thereof, thence South 810 feet, thence East 484 feet, thence South to the Northerly line of County Road No. 26, thence Easterly along said Northerly line to a point 903 feet West from East line of Northeast quarter thence North to North line thereof, thence West to beginning, Section 3, Township 117 North, Range 24 West of the 5th Principal Meridian.

The West 403 feet of the East 903 feet of that part of the Northeast Quarter of Section 3, Township 117 North, Range 24 West of the 5th Principal Meridian, lying North of the Northerly right of way line of County Road 26.

- c. Proposed Use: The address of 6530 CR. 26 & 6480 CR 26 are the properties of the existing Minnetonka Orchard & Everly Farms Winery. The intended use of said properties will remain as in the past, as agriculture entertainment at the orchard to include seasonal offerings such as U-pick apples, food huts, hay rides, petting zoo, retail

offerings, and outdoor entertainment amongst the property, such as weddings and/or corporate events. Use of the winery shall include accessibility to the Everly Farms Winery tasting room (currently pending construction/renovation), as well as outdoor entertainment use of the property. Existing structures on the properties will be used as the current intent, as housing for retail space, tasting room, food huts, and shelter. Landscaping at the properties shall be only for visual maintenance and upkeep. We accommodate for traffic to the properties with three separate parking lots, to reduce any overflow or hold up to traffic on adjoining roads or properties. It is our intent and goal to maintain the natural surroundings and beauty of the property, including the maintenance of the apple trees and vineyard on site.

- d. The properties are intended for the well-being of the community, to bring in guests and paying customers to the area. We have plans and rules put in place to abide by and control noise levels of events, by limiting music to 60 decibels, and requiring all music to follow county noise ordinances, being over by 10:00 PM. Any fires used for maintenance of the property are first approved by the county/city by obtaining a license to burn. It is our goal to monitor and control traffic by providing parking attendants at both entrances to safely and accurately maintain traffic flow, and to avoid disruption to neighbors, and other traffic in the area. Our water & septic supplies are regularly monitored & tested to ensure no contamination to the natural wetlands around us. We have Safety Plans put into place which includes fire, weather, and personal safety guidelines. It is our general objective to keep the beloved traditions of the orchard in the community, and to provide jobs, and bring in revenue to the area, in a respectful, structured, and mindful manner to the neighbors and general public around us.
- e. The properties have been operating as the same business for 40+ years and we only continue to take measures to ensure that excessive burden to the community around us, such as traffic, schools, emergency personnel, water, sewer, etc. will not be impacted.
- f. The current Interim Use Permit has expired, and we are seeking to extend the effectiveness without any changes for a time period of 10 years.

Addition to Written Answers:

Since purchasing the properties in 2020, it has been our full effort to restore the orchard back into a thriving family friendly destination & venue. The Schaper's (original owners) were allowed to remain living on the property and continue to do so with our encouragement. They are a wealth of knowledge to the operation of the farm and we continually meet with them regularly to learn as much as we can. It is our understanding that they had met with an acoustic company but that was not completed before we took ownership. At that time, we had focused on opening the orchard back up to the community and had only 1 wedding booked for the season. While building a new venue site is a goal, we've since had limited ability to do so, as we have put so much into getting the orchard functioning and operating successfully.

We are aware of the concerns of the noise level with the weddings/events held at the orchard venue, and are dedicated to work with the neighbors & community to mitigate this concern. Since taking ownership, we have adjusted our contract so that events end 1 hour earlier (10PM). We have implemented a no-drum policy in our contract. We require the decibel levels to be maintained under 60 decibels, and continuously monitor these decibel levels from multiple perimeter locations of the property. We have also bought new side walls for the tent to ensure walls/windows are not open, helping to contain the sound level to inside the tent only. It remains a goal to build a permanent structure in the future, but we are awaiting the completion of our current project, the rebuilding of the winery tasting room.

Since 2020, we have had 14 events. We received only one concern of noise. This came from a neighbor who reached out to us directly. It should also be noted there was one other event happening at a private residence on this same night in close proximity to our location, and our staff noticed still hearing their music when leaving that night after our wedding. Our manager was in touch with them right away and gave her personal cell phone to help alleviate any future issues in an immediate fashion.

We are thrilled to be a part of this community, to the extent of giving back on a regular basis. Our first annual Corks for a Cause fundraising event raised \$70,000+ for a local non-profit, and our School Support Sundays give 25% back to local schools. We employ community members, and contract with local vendors when possible. Our goal for success goes beyond our own business, but for those around us as well. We are happy and willing to have an open line of communication with all neighbors and community members to help maintain an appropriate and respectful noise limit. If there is any concern about noise in the future, we can be contacted and will resolve it right away.

Minnetonka Orchards Business Plan:

We fell in love with the place a couple years ago when we first visited for apple picking. We would like to continue on with the orchard as currently used. Our plan over the next couple years would be to continue the operations while enhancing the facilities. Initially we would start by getting to know Lowell and Phyliss as well as the current employees and collaborate with them to figure out how to best manage the Orchard. We would also like to meet and get to know the neighbors to discuss any of their thoughts and concerns. Below is a list of items we would like to accomplish in the next few years.

- Refresh the paint of accessory buildings
- Enhance the gift shop area
- Enhance the production of Hard Ciders in the winery
- Establish an area for a garden to grow vegetables
- Build out the Pergola on the front of the wine room

From: [Crystal Madsen](#)
To: [Nickolas Olson](#)
Cc: [Frank Weigel](#); [Esther Nazarov](#)
Subject: Note to the Counsel
Date: Thursday, September 28, 2023 11:53:06 AM
Attachments: [Letter to neighbors.docx](#)

Hello Nick & counsel members

Since our meeting with the Planning Commission this past week, we have taken action to show our efforts in complying with the suggestions made to us. Attached is a letter that went out to surrounding neighbors, offering phone numbers and a newly created email for neighbors to use with feedback. We have also adjusted our Venue Contract with the following modifications: last song at 9:45 to ensure music is off by 10PM, and clean up crew to be off property at 11PM to further help contain noise. Lastly and importantly, we have been in contact with several third-party sound monitoring vendors and hope to have quotes back sometime next week.

Thank you,

Esther & Frank Weigel



6530 County Road 26 - Minnetrista, MN 55364
763-325-4024

September 26, 2023

Hello, neighbors of Minnetonka Orchard:

We have had the privilege of meeting many of you already and are anxious to meet the rest! We wanted to reach out with some contact information that we have created specifically for our neighbors.

We now have a feedback email address for you to use to let us know how we're doing! We'd love to hear your support, encouragement, your favorite things about having us as neighbors. More importantly, we'd also like to hear your constructive criticism, specific concerns, or ideas on how we can improve.

Please see the email information below, along with Frank's and our manager, Crystal's phone numbers. We look forward to hearing from you.

feedback@everlyfarmsmn.com

Frank Weigel: 605-400-7112

Crystal Madsen: 605-468-6800

Thank you,

Frank & Esther
Minnetonka Orchard



Bridal Barn

Grooms Barn

Wetland

Wetland

Wine Garden

Wetland

Restrooms
Manual
Septic
Station

Event Tent

snack hut
Sweets &
Treats
Grill Hut

Winery

Septic
System

Machine Shed

Lower
Parking Lot

Winery
parking lot

Gift Barn

Donut
Hut

Brat Hut

Wine &
Cider Hut

Minnetonka Orchards

House

Septic
System

Drain Field

Admission
Booth

Upper
Parking Lot

Everly Farms Winery

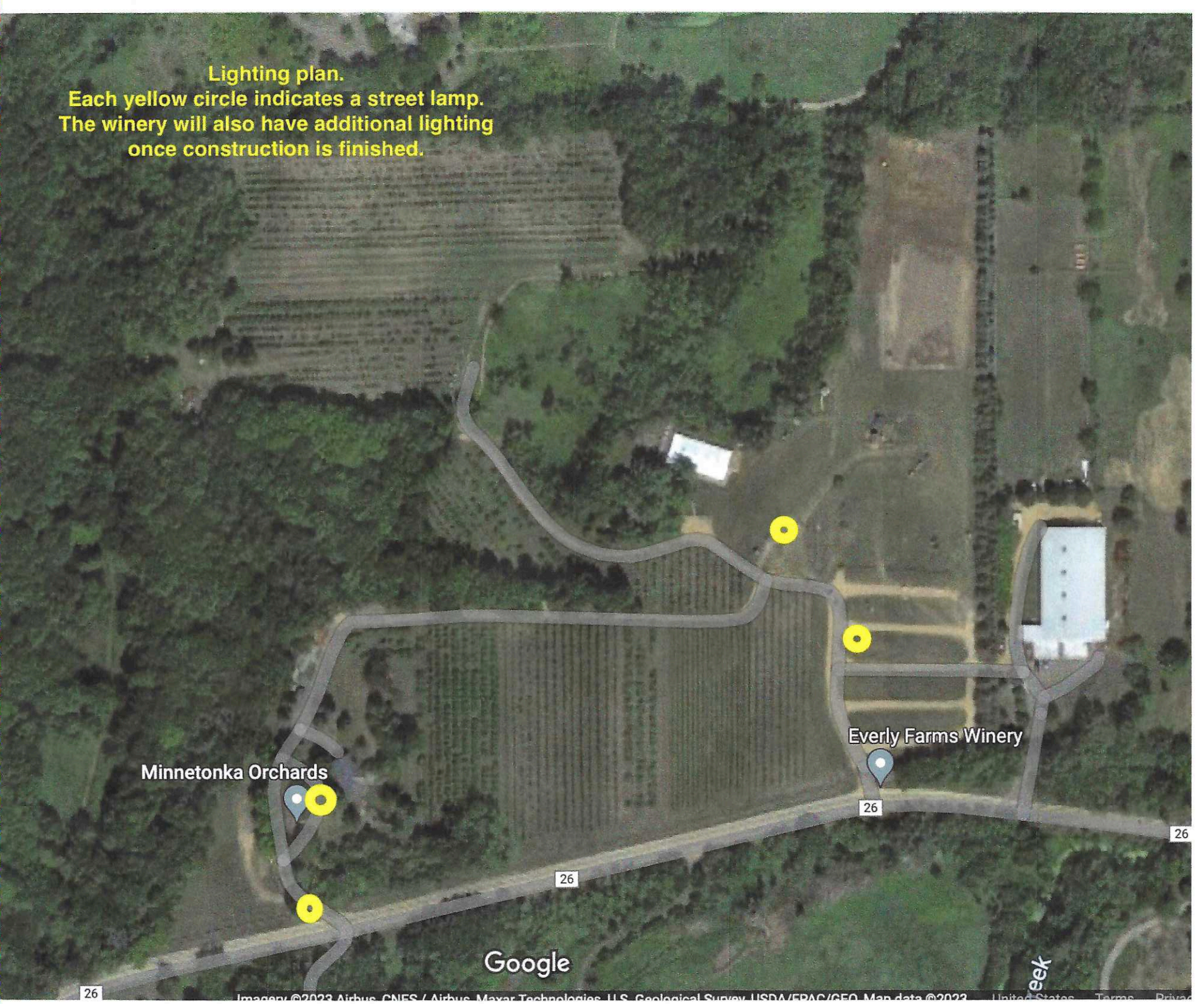
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Lighting plan.
Each yellow circle indicates a street lamp.
The winery will also have additional lighting
once construction is finished.



STATE OF MINNESOTA)

)ss.

COUNTY OF HENNEPIN)

The undersigned, duly qualified and acting City Clerk of the City of Minnetrista, hereby certifies that the attached hereto is a true and correct copy of the original:

**Resolution No. 83-13 Approving Amendments to the
Existing Interim Use Permit to Allow Agricultural
Entertainment Activities and Events at 6530 and 6480
County Road 26**

on file in the office of the City Clerk of the City of Minnetrista.



Terri Haarstad
City Clerk

Dated this 12th day of August 2013.

(City Seal)



RESOLUTION NO. 83-13

**RESOLUTION APPROVING AMENDMENTS TO THE EXISTING INTERIM USE PERMIT TO
ALLOW AGRICULTURAL ENTERTAINMENT ACTIVITIES AND EVENTS AT 6530 AND 6480
COUNTY ROAD 26**

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

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

WHEREAS, Lowell Schaper and Phyllis Schaper have made application for amendments to the existing interim use permit (IUP) to allow agricultural entertainment activities and events at property legally described in Exhibit A attached hereto; and

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

1. Agricultural entertainment is a permitted use in the A – Agricultural zoning district with an IUP; and
2. The request is consistent with the Minnetrista Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Minnetrista hereby approves the amendments to the existing interim use permit as requested, based on the findings of fact outlined above, with the following conditions:

1. The IUP shall be issued for a period of ten years from the date of this resolution (July 2023);
2. Craig & Michele Schaper are added to the IUP as co-owner/co-operators of Minnetonka Orchards, the IUP shall become void upon transfer of ownership of the property and any transfer of the IUP shall require City Council approval;
3. Agricultural entertainment events shall be limited to two (2) events per week and only during the months of May – December;
4. The applicant shall coordinate persons to provide traffic control for all activities and events during the month of October;
5. Additional on-site security officers shall be obtained by the applicant;
6. Food and beverage sales to the scale with which were provided under the CUP are allowed with the IUP;
7. No off-site parking for activities or events;
8. The applicant shall provide documentation from Hennepin County stating that the existing septic and well systems are sized adequately;
9. Any and all changes to the lighting of the property shall be reviewed by City staff and shall be designed so as to not be obtrusive and shall register as zero foot-candles at the property lines;

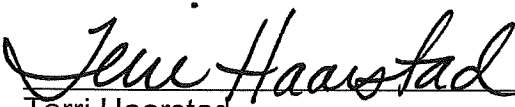
10. Trash enclosures must be located inside a structure on the property or screened appropriately;
11. All noise pollution be defined and restricted by the Minnesota Pollution Control Agency under Minn. Rules 7030 – Noise Pollution.
 - Adoption of the Standard Definitions per 7030.0020 (page 15)
 - Uphold the Noise Standards per 7030.0040 (page 16)
 - Classify Minnetonka Orchards activities as Noise Area Classification #2 (page 17)
 - Subsection 3. Exceptions (page 18)
 - No outdoor speakers may be used
 - The property owners shall take all necessary steps to contain the noise produced by all such devices within the permanent or temporary structures.
12. The applicants must conform to all applicable sections of our City Code;
13. If violations of the IUP or the City nuisance ordinance occur, the City Council reserves the right to review and to revise or revoke the IUP;
14. Wedding ceremony events located in the garden shall not occur past 6:00 p.m.;
15. The applicant shall continue to work with adjacent property owners to determine appropriate decibel levels;

This resolution was adopted by the City Council of the City of Minnetrista on the 15th day of July 2013, by a vote of 5 Ayes and 0 Nays.



Mayor Cheryl Fischer

ATTEST:



Terri Haarstad
City Clerk

(SEAL)

From: [Lori Ketola](#)
To: [Nickolas Olson](#)
Subject: Minnetonka Orchards Permit Extension - Noise Levels
Date: Sunday, August 27, 2023 11:39:22 AM

Hello Nick,

My husband and I received the letter sent to nearby property owners about the agenda item for the Planning Commission meeting on 8/28/23 regarding the extension of the Interim Use Permit for the Minnetonka Orchards.

We continue to have some concerns about the noise levels in the evenings when the Orchard hosts large events (we raised these concerns several years ago when the new owners requested the IUP be transferred to their names). While the noise levels are not as frequent as they were previously, I am not certain if this is due to efforts to control the noise or simply a decline in the number of hosted events. I am also not certain if the Orchard set up the sound proof structure that they intended to set up when the new owners took over several years ago. In any event, we continue to hear some noise from events, most generally this occurs in the hours from 8 p.m. to 10 p.m. and later.

When the new owners initially applied to have the IUP transferred into their name, I started a conversation with staff at the Minnesota Pollution Control Agency about the matter. They confirmed that with respect to noise classifications, while the Orchard may be classified as Noise Area Classification (NAC) 2, the noise from the Orchards must be at NAC 1 when it reaches the surrounding residential areas. Given that we can hear the noise from the Orchards at our house (which is not even directly adjacent to the Orchard), I do not think the sound is at NAC 1 when it reaches neighboring properties.

The Minnesota Pollution Control Agency will loan cities equipment to measure decibel levels, and will provide training on how to use the equipment. Data obtained is then sent to the MPCA and it will perform the analysis of the data and make the determination of what decibel levels are. The equipment could be used both at the Orchard and at neighboring residential properties to determine if the appropriate noise levels are being met in each location. I would like to see Minnetrista take advantage of the resources available through the MPCA and request that Minnetrista connect with the MPCA on this. I can provide contact information if you would like.

Thank you for your attention to this matter, and please feel free to share this letter with the Planning Commission.

Regards,

Harold & Lori Ketola
6724 Fox Ridge Circle
Independence, MN 55359

September 20, 2023

Memo to Minnetrista Planning Commission:

Thank you for the opportunity to share feedback and concerns about continued noise levels at the Minnetonka Orchards and Winery.

The noise from Minnetonka Orchards and Winery (hereinafter "Orchard") during events, including wine tasting events on Wednesday evenings, continues to exceed levels as required by its permit as well as Minnesota law. The noise is most noticeable to those properties that are in close proximity to the Orchard, which is why this Commission continues to hear complaints from the same property owners regarding the noise levels (see Exhibit 1).

We have had several conversations with the Minnesota Pollution Control Agency (MPCA), and they have clarified that while the Orchard may be classified as a Noise Area Classification (NAC) 2 property, the noise from the Orchard must be at NAC 1 levels when it reaches the neighboring residential areas (see Exhibit 2). This means that noise levels at neighboring residential areas must be at the level of 60 decibels during the day, and 50 decibels at night, which is equivalent to normal speech at a distance of 1 meter and a dishwasher running in the next room, respectively (see Exhibit 3).

We frequently hear the music from the Orchard inside our house, with the windows closed. Occasionally we hear the people at the Orchard as well. This means the noise levels at the Orchard are greatly in excess of what is required by the Orchard's existing permit as well as Minnesota law.

If there are questions about whether the Orchard is exceeding the appropriate noise levels, it is easy to confirm the level of noise from the activities and events at the Orchard. The MPCA loans equipment to municipalities, at no cost, to measure noise levels, and will train individuals on how to use the equipment. The data from the equipment is then submitted to the MPCA and the MPCA will analyze the data and report on the results. We understand from speaking with Nickolas Olson, Minnetrista's City Planner, that Minnetrista may be reluctant to participate in this process given its limited staff. The MPCA has confirmed that anyone affiliated with the City, such as current or even past Planning Commission members or City Council members, can be trained to use the equipment. We have had several conversations with staff at the MPCA about this process and they have assured us that the time involved is minimal. Staff at the MPCA has offered to have their contact information shared with Minnetrista for purposes of moving forward with this, we can share that information with you should you choose to take advantage of this program.

The excessive noise from the Orchard is primarily due to two factors. First, the Orchard is playing amplified music outdoors, which is not permitted under its permit (the IUP states clearly that "no outdoor speakers may be used"). Amplified music is played outdoors in the patio area (see Exhibit 1) for wine tasting events on Wednesday evening. It is likely that outdoor speakers are also used for weddings and other celebrations on weekends.

Second, the Orchard continues to play amplified music and use microphones for speeches in its temporary structure referred to as the event tent. The event tent consists of a concrete floor with a tent erected on top of it. The event tent is made of a lightweight, tarp-like fabric which keeps out the elements but does nothing to absorb sound. A large screen made of the same tarp-like fabric is positioned outside the entrance to the event tent, which also protects against the elements but does not absorb sound.

In January 2021, when the Planning Commission considered transfer of the Orchard IUP to the new owners, noise concerns were also raised as an issue. At that time, the owners presented information to this Commission stating they were working with Acoustical Surfaces of Chaska to address the issue of continued noise coming from events at the Orchards. Specifically, owners said they would modify the event tent to include an acoustic absorbing ceiling banner, sound absorbing wall curtain, sound encapsulating baffles at the stage, and a house sound system that all musicians would be required to use (see Exhibits 4 and 5). It was in part based on the expectation that owners would actually follow through on the installation of these items that this Commission agreed to approve their IUP for several years. To date, it does not appear that the banner, the wall curtain, the baffles or the house sound system have been installed.

We have made calls to the Orchard in past years during events when the noise was excessive, and the phone is not answered at those times. We have also made calls to the police in past years, both West Hennepin Public Safety and Minnetrista, but we do not know what happens when those calls are made, and we have never received a follow-up call. We have since stopped making those calls.

Minnesota law specifically requires that municipalities must prevent land use activities where the noise levels will exceed the NAC levels established by Minnesota law (see Minnesota Rules 7030.0030). Consequently, as noise levels are already being exceeded, the Planning Commission must deny the IUP being requested here.

If the Planning Commission feels compelled to approve the IUP, knowing that the Orchard is already in violation of Minnesota law and its existing IUP, it cannot do so without taking measures to ensure that the Orchard will in fact comply with Minnesota law. One means of accomplishing this is to prohibit all events until such time as the Orchard installs soundproofing materials in its tent and testing is conducted to ensure that the soundproofing will meet the requirements of Minnesota law both with respect to noise levels at the Orchard and in neighboring residential areas. Events would have to include any and all events where amplified sound is played, including weddings, wine tasting, celebrations and other events as promoted by the Orchard and/or winery such as the upcoming Booze Bash for adults 21+ to be held on October 28th, which, according to the Orchard website will feature a "lively DJ" and a cash bar (see Exhibit 6).

Alternatively, the Planning Commission might permit such events to continue with significant restrictions on use of amplified sound. This could be done by making the following modifications and additions to the IUP:

- Events and/or agricultural events should be clarified to include events at either the Orchard or the Winery, and should specifically include wine tasting events as promoted by the Orchard

and/or Winery, and all other events promoted by the Orchard and/or Winery such as the upcoming Booze Bash for adults 21+, in addition to weddings, corporate parties and other celebratory events.

- The Orchard must develop a written and well-defined complaint process to address concerns from neighbors at the time an event is occurring which will be incorporated into the IUP. This complaint process must ensure that a representative of the Orchard (owner or manager) be available by phone during any event so that complaints can be addressed in real time.
- No amplified sound (music, speech, or any other sound) will be permitted for any event, occasion, celebration, wine tasting event, Booze Bash or general operations of the Orchard or Winery in any indoor location or structure (including the event tent) on the Orchard or Winery properties after 6 p.m. Specifically, the Orchard and/or the Winery cannot allow microphones, bullhorns, speakers or other amplification devices at any location after 6 p.m. As is currently provided in the existing IUP, no outdoor speakers can be used at any time at any location on the property for any purpose.
- The Orchard must ensure that decibel levels meet the requirements of MN Law and the IUP at all times, specifically, the Orchard and the Winery must ensure that NAC 2 levels are met on its premises, and that NAC 1 levels are met at neighboring properties.
- Fines should be assessed for any violation of the IUP, these fines should be increased after 3 violations, with further increases after 6 violations. Fines will be determined by the City in its discretion and will take into consideration the resources the City must use to monitor the Orchard as well as the severity of the violation.
- The City should allocate resources to monitor the Orchard on an on-going basis to ensure that all terms of the IUP are being met, including no use of outdoor speakers at any time or at any location on the property, no use of any speakers or amplification devices anywhere on the property after 6 p.m., and no more than 2 events per week. Costs of monitoring should be assessed against the Orchard. If the City determines the cost of monitoring any particular event would be excessive (such as the upcoming Booze Bash), the City has the right to require the Orchard to cancel an event.
- The IUP should be extended for a period of not more than 1 year, at which time the City may again consider whether modifications can be made to the IUP (for example, if the Orchard obtains sound proofing materials for its structures that ensures it can meet MN Laws with respect to noise levels, or builds a permanent structure for events, the City will reconsider whether amplified music can be played indoors after 6 p.m.).

Finally, we would like to reiterate what we expressed to the Commission when the transfer of the IUP was considered in January 2021. The Orchard is evolving from a family focused entertainment center to an adult entertainment center. Its activities started years ago with apple picking and retail sales of

apples and related items, to hosting weddings and corporate events where alcohol is served and amplified music is played late into the night, to winemaking and winetasting events for adults as well as adult celebrations such as the upcoming Booze Bash for those 21+. This business model no longer seems consistent with the surrounding residential area. These activities at the Orchard also seem inconsistent with Minnetrista's 2040 Comprehensive Plan, in which Minnetrista states its intent to concentrate commercial and retail activities within the cities of Mound, St. Bonifacius and the Highway 7 corridor.

This is the time for the Commission to consider whether the changing business model of the Orchard is aligned with Minnetrista's Comprehensive Plan for the area, or whether such an entertainment center is better suited to Minnetrista's existing retail areas.

Respectfully,

Harold and Lori Ketola

Harold and Lori Ketola
6724 Fox Ridge Circle
Independence, MN

Exhibits:

Exhibit 1: Map of neighborhood

Exhibit 2: MPCA Guide to Noise Control in Minnesota: Introduction

Exhibit 3: MPCA Guide to Noise Control in Minnesota: Noise Rules and Noise Levels

Exhibit 4: Letter on behalf of Orchard owners dated January 2021 identifying noise barriers to be installed by Acoustical Surfaces of Chaska

Exhibit 5: Letter from prior Orchard owners committing to installation of acoustic barriers by spring 2021

Exhibit 6: Orchard website promotion of Booze Bash for Adults 21+ on 10/28/23

Exhibit 1



Hennepin County Property Map

Date: 8/31/2023

6724
Fox
Ridge →

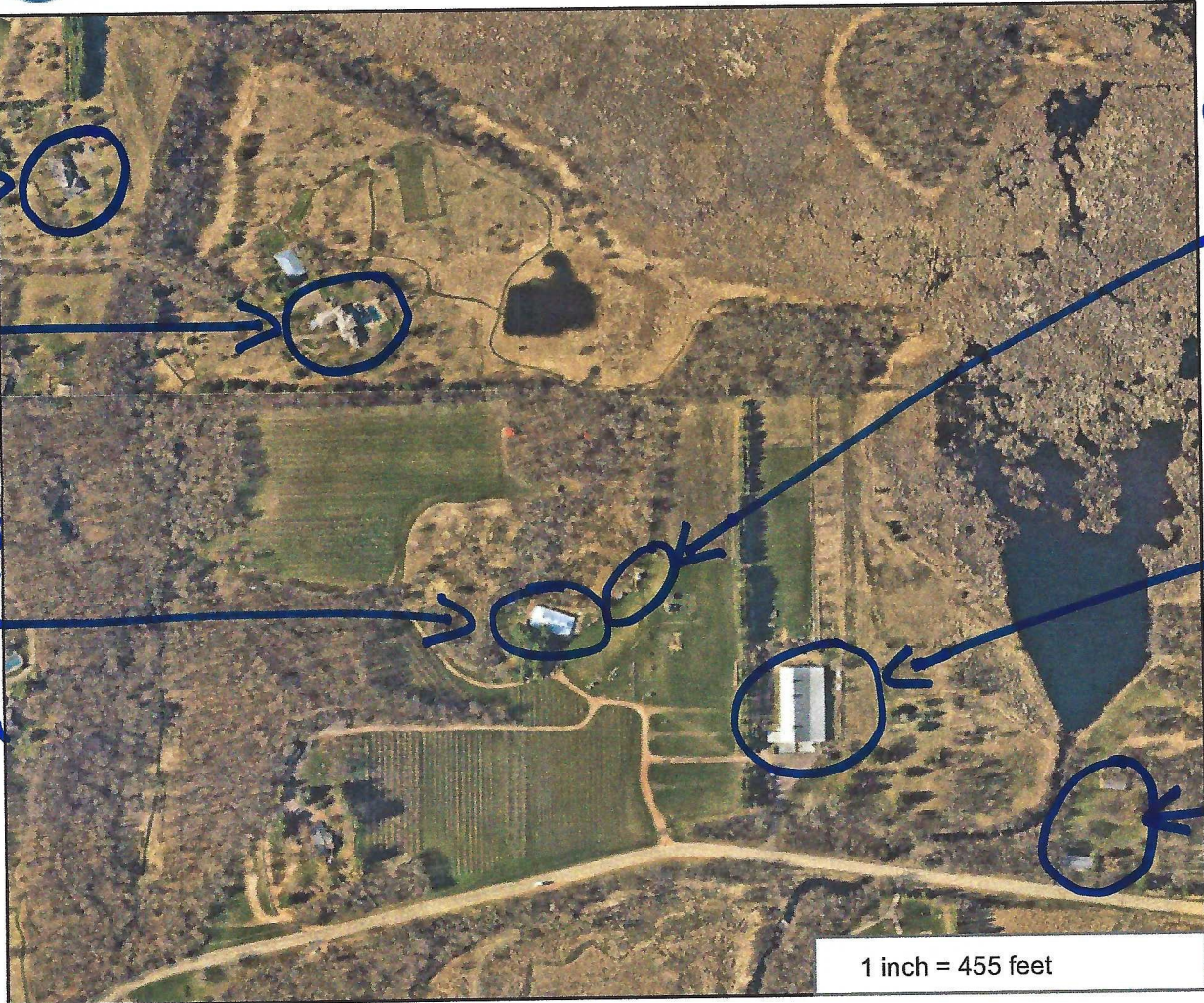
6651
Fox
Ridge →

Orchard
Event
Tent
and
Garden
Area →

Orchard
Outdoor
Patio/
Wine
Tasting
Events

Orchard
Winery

6200
City.
Rd.
26



1 inch = 455 feet

Exhibit 2

Introduction

Noise is a pollutant. While its physical and emotional effects are difficult to define quantitatively, the noise level itself can be measured.

Sound: An alteration of pressure that propagates through an elastic medium such as air and produces an auditory sensation.

Noise: Any undesired sound.

The Minnesota Pollution Control Agency (MPCA) is empowered to enforce the State of Minnesota noise rules (Minn. Rules Ch. 7030). Minnesota's primary noise limits are set by "noise area classifications" (NACs) based on the land use at the location of the person that hears the noise. They are also based on the sound level in decibels (dBA) over ten percent (L_{10}), or six minutes, and fifty percent (L_{50}), or thirty minutes, of an hour.

For residential locations (NAC 1), the limits are $L_{10} = 65$ dBA and $L_{50} = 60$ dBA during the daytime (7:00 a.m. – 10:00 p.m.) and $L_{10} = 55$ dBA and $L_{50} = 50$ dBA during the nighttime (10:00 p.m. – 7:00 a.m.) (Minn. R. 7030.0040). This means that during a one-hour period of monitoring, daytime noise levels cannot exceed 65 dBA for more than 10 percent of the time (six minutes) and cannot exceed 60 dBA more than 50 percent of the time (30 minutes).

Exhibit 3

1. Noise rules in Minnesota

1.1 The basics

Minnesota's noise pollution rules are based on statistical calculations that quantify noise levels over a one-hour monitoring period. The L_{10} calculation is the noise level that is exceeded for 10 percent, or six minutes, of the hour, and the L_{50} calculation is the noise level exceeded for 50 percent, or 30 minutes, of the hour. There is not a limit on maximum noise.

The statutory limits for a residential location are $L_{10} = 65$ dBA and $L_{50} = 60$ dBA during the daytime (7:00 a.m. – 10:00 p.m.) and $L_{10} = 55$ dBA and $L_{50} = 50$ dBA during the nighttime (10:00 p.m. – 7:00 a.m.) (Minn. R. 7030.0040). This means that during the one-hour period of monitoring, daytime noise levels cannot exceed 65 dBA for more than 10 percent of the time or 60 dBA more than 50 percent of the time.

The basic noise rules for other noise area classifications are:

Noise Area Classification	Daytime		Nighttime	
	L_{10}	L_{50}	L_{10}	L_{50}
1	65	60	55	50
2	70	65	70	65
3	80	75	80	75

1.2 Noise area classifications

Noise area classifications (NAC) are based on the land use at the location of the person who hears the noise, which does not always correspond with the zoning of an area. Therefore, noise from an industrial facility near a residential area is held to the NAC 1 standards if it can be heard on a residential property.

Some common land uses associated with the NACs include:

NAC 1: Residential housing, religious activities, camping and picnicking areas, health services, hotels, educational services

NAC 2: Retail, business and government services, recreational activities, transit passenger terminals

NAC 3: Manufacturing, fairgrounds and amusement parks, agricultural and forestry activities

NAC 4: Undeveloped and unused land

Note that, although there is a NAC 4, there are no noise standards for these areas. The full list of NAC land uses can be found starting on [page 21](#) of this guide or in Minnesota Rule [7030.0050](#).

Many different properties affect the noise level of a specific source type. For example, three lawn mowers may have three different noise levels because of differences in each specific piece of equipment. Noise level also depends on the distance from the noise source and features of the surrounding environment.

Figure 3 provides a rough estimate of decibel levels of some common noise sources.

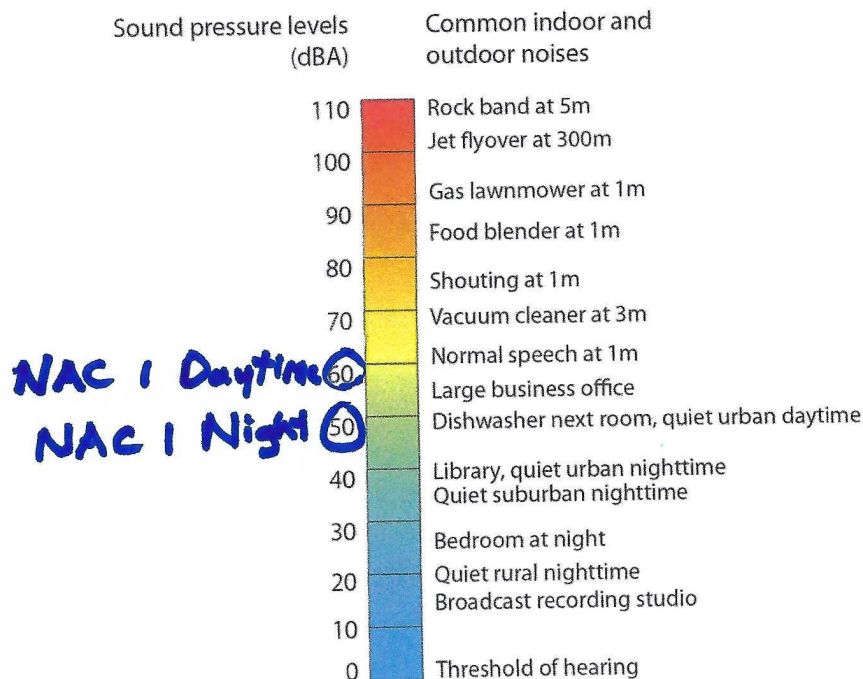


Figure 3. Decibel levels of common noise sources

2.2 Sound weighting networks

Sound level meters (SLM) used for monitoring can pick up sounds as a perfect computer, but the human ear is not as precise. The human ear cannot hear very low frequencies or very high frequencies. Weighting networks are used in noise monitors to adjust specific frequencies in the audio spectrum to attempt to duplicate the response of the human ear.

The C-weighting network represents the actual sound pressure level that is received by the sound level meter, and does not noticeably vary in its amount of compensation throughout the audio spectrum. C-weighting is used during the calibration of sound level meters to ensure that the sound level displayed on the meter is accurate and the same as the frequency of the calibrator.

The A-weighting network is used to duplicate the sensitivity of the human ear. At 100 Hertz, the A-weighting network filters out approximately 20 dB from the incoming signal before it is combined with the levels from the other frequency ranges to produce an A-weighted sound level.

Exhibit 4

From: [Steve Grotting](#)
To: [Nickolas Olson](#)
Cc: [Darci Atkinson](#); [David Abel](#); [Craig Schaper](#); [Lisa Schaper](#); [Frank Weigel](#); [Esther Nazarov](#); [Karen Wind-Grotting](#)
Subject: Sound Reduction Solutions for Minnetonks Orchards
Date: Tuesday, January 19, 2021 12:37:28 PM

Nick,

Thanks for the feedback. Please forward the following as well.

Dear City Leaders,

I am writing on behalf of Lowell and Phyllis Schaper.

Please review the solution Minnetonka Orchards has designed to significantly reduce sound issues.

We are working with [Acoustical Surfaces Inc](#) out of Chaska and have designed a solution using three main tools. Each line is a link to an overall solution:

1. [Acoustic absorbing ceiling banner material](#)
2. [Sound absorbing wall curtains](#)
3. [Sound Encapulating Baffles](#) at stage
4. A house sound system designed to deliver music locally to the room that musicians can plug into instead of using theirs.

They are committed to limited orchard weddings that make it a special experience while being a good neighbor. Please extend the IUP through the sale to allow time for Frank and Esther (the buyers) to prove themselves in this regard with the Schaper's help.

Thank you,

STEVE GROTTHING

Broker
Windsong Realty
P.O. Box 111
5422 US Hwy 12
Maple Plain, MN 55359

[952-451-8800](tel:952-451-8800)

WWW.WINDSONGREALTY.COM

Click here for [Agency Relationships in Real Estate](#)

Acousti-Banner™

High Performance, Durable

Acousti-Banners are ideal for areas that have a large open space. Available in thicknesses of 2" or 4", and custom sizes up to 4' x 25'. Acousti-Banners are easily installed on ceilings, with grommets.



MATERIAL

0.75-1.65lb pcf fiberglass core

APPLICATIONS

Large open spaces

THICKNESS

2" or 4"

SIZES

Custom up to 4' x 25'

FINISHES

PVC, Sailcloth, or Fabric

ACOUSTIC PERFORMANCE

2" 0.95 - 1.10 NRC

4" 1.00 - 1.15 NRC

FLAMMABILITY

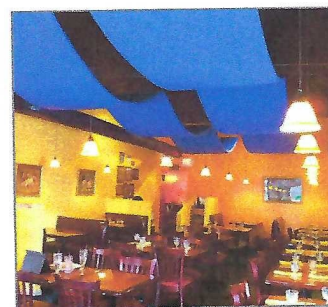
Class A per ASTM E84

INSTALLATION

Grommets

Test Reports & Additional Information Can be Found at:

https://www.acousticalsurfaces.com/baffle_options/acoustical_baffles.htm



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Exhibit 5

TO OUR GOOD NEIGHBORS,

Our age and my health problems of the last two years and the business environment of the last two years have made it necessary for us to sell Minnetonka Orchards, Painter Creek Winery and Our House at 6530 County 26.

A couple living in the Minnetonka area have decided to purchase the apple orchard, winery, house, the outbuildings, and most of the operating equipment. We will continue to live in the house for several more years to assist with the transfer.

They are wonderful people with children, and a desire to resolve the noise issue and they have several workable plans to do so.

THE NOISE ISSUE-----WE WANT TO RESOLVE THE NOISE ISSUE.

I am sure that some of you have heard the music/noise or maybe the boom, boom of the base drums that is generated here at the orchard for some of the weddings, although we have never received any complaints.

We know that with certain weather conditions the sounds will travel further. Loud base drums are some of offenders, they are not necessary for good music.

When things open back up (after current pandemic restrictions are lifted) and weddings are once again booked, we will build a improved sound barriers using a more solid and better noise absorbing materials and better control of the loud music,

CURRENT MN state law and Minnetrista city CUP & IUP limits and restriction us of 60 DB(sound) at the boundry Minnetonka Orchards and Painter Creek Winery Propre; Maximum of 60 DB levels {Night time limit, at the property lines , (fence lines) of the Orchard and winery.

Recording decibel meters set up on the north boundary of the orchard. And another in the wedding tent to monitor the sound level at the source. But I do think we can do a better job with some of the noise reduction. We do need an improved sound barrier system, the original was destroyed 2 years ago and not replaced.

We have contacted a contractor/engineer with sound barrier design and construction experience.

He will design and build the new sound barriers to be installed this spring.

Binging able to continue hosting weddings is very important to Minnetonka Orchards. It provides significant revenue, without which it would be very difficult to continue the orchard operation.

We want to be good neighbors, we can and will reduce the excess noise. Your feed back would be a great help.

THANK YOU FOR YOUR SUPPORT

LOWELL SCHAPER PHYLLIS SCHAPER

Exhibit 6



CALENDAR PLAN YOUR VISIT
PRIVATE EVENTS ABOUT HOLIDAYS

CONTACT

← Back to All Events

Booze Bash

Saturday, October 28, 2023
6:00 PM – 10:00 PM

Minnetonka Orchard
6530 County Road 26,
Minnetrista, MN, 55364,
United States (map)

Google Calendar · ICS



Join us for a spooktacular Booze Bash on October 28th from 6-10pm!

Enjoy a lively DJ, food stations, and a cash bar to keep the spirits high. Don't miss out on the costume party of the year – free admission for all! Add yourself to the event page to RSVP.

For Adults 21 + only.

Free admission. Limited capacity so reserve your spot today!

Reserve Your Spot for Booze Bash

Source: <https://www.simpletix.com/e/booze-bash-at-minnetonka-orchard-tickets-143949>

October 25

October 29

From: [Lee, Kent](#)
To: [Nickolas Olson](#)
Cc: [Somova, Zina](#); [Lori Ketola](#); gpettis@frontiernet.net
Subject: Input from neighbors for Sep 25 Planning Commission Meeting agenda item concerning Minnetonka Orchards IUP extension request
Date: Friday, September 22, 2023 3:30:18 PM

22 September 2023

Mr. Nickolas Olson
Senior City Planner
City of Minnetrista
Municipal Offices
7701 County Road 110 West
Minnetrista, MN 55364-9552

Dear Mr. Olson:

We are writing to offer our formal input into the Planning Commission's consideration of an extension of the IUP for Agricultural Entertainment Activities from Frank Weigel and Esther Nazarov ("Minnetonka Orchards"/ applicants).

We are the most proximate neighbors of the Minnetonka Orchards business, and share the longest property line of their parcel, approximately 1600 feet from east to west. We are directly north of their parcel, and the major areas of their activities as concern us in the IUP (the wedding event tent and ceremony area, as well as the new outdoor patio for wine events) are from 200 to 500 feet from our property line, and thereafter, another 200 to 300 feet to our home.

In summary we request that the Planning Commission DENY the requested IUP, for the following reasons:

1. **The applicants are in repeated violation of the number of weekly permitted events.** The existing IUP allows for two events per week. The applicants sometimes have three: an outdoor, patio-based wine and food event advertised as such and open to the general public from 5:00 p.m. to 9:00 p.m. on Wednesdays, the entire time of which involves amplified live music; and two wedding events which typically run from 4:00 p.m. to 10:00 p.m. on Fridays and Saturdays and are always accompanied by amplified music and DJs/announcers.
 - a. The most recent week:
 - i. Event #1: Public wine/food/music event, Wednesday, September 13, 2023
 - ii. Event #2: Private wedding and reception event with music, Friday, September 15, 2023
 - iii. Event #3: Private wedding and reception event with music, Saturday, September 16, 2023
 - b. This is a typical pattern, and we would expect this throughout the Orchard's traditional season, through the end of October
 - c. Three events in a week is a clear violation of the IUP provisions allowing only two events per week.

2. **The above events routinely cause noise in excess of MPCA guidelines to be experienced on our property**, whether measured at the property line or in our home.
 - a. Excessive noise is invariably connected with two things: either the amplified music, or the amplified DJ/announcer voices.
 - b. We have measured the music onsite at the Orchards to be in excess of 87 dB at peak (with average = 75 dB); and at out property line to be in excess of 72 dB at peak (65 dB average)
 - c. These levels exceed MCPA guidelines.
 - d. On one particularly noisy evening (Saturday, August 19, 2023) we needed to call the Minnetrista Police and complain about the noise levels. The officer (cellphone # 612-799-8104) called us back at 8:27 p.m. that evening and we described the situation; Minnetrista Police reporting will verify this.
3. **The applicants have not acted in good faith to mitigate noise from the operation of their business**, despite explicit promises for such mitigation made to the Planning Commission and Minnetrista City Council during their initial application for the IUP to transfer from the previous owners two years ago.
 - a. At the earlier IUP hearing, the applicants described their plans, including with pictures and with reference to a specific noise mitigation system, to Minnetrista authorities and other members of the public present. No noise mitigation systems of any kind have been installed.
 - b. The wedding receptions continue to be held in the same tent structure that was used by the previous owners; this tent is a single-wall fabric structure that does not mitigate noise from amplified music.
 - c. The current applicants have unfortunately removed the only structure in the reception tent that was designed to mitigate noise, a small wall-like structure with acoustic absorption properties that was set up by the previous owners.
 - d. So not only have the current applicants failed to install their own promised remedy for noise control; they have removed the only remedy that was used by the previous owners.

We have tried to be good neighbors, but the applicants refuse to have direct contact with us. We have contacted them through their website, and only received a message from "Crystal" their operations manager. We have asked Crystal to give them our contact information and to please contact us so that we can discuss our concerns. Neither of the applicants have contacted us. We have asked Crystal to give us their direct contact information, but she has not done so. This behavior is in stark contrast with the previous owners (the Schapers), who gladly provided us from the beginning almost ten years ago multiple numbers for contacting them. Under the previous owners, whenever the noise was too loud or there was any issue at all, we simply called them directly, and often went over in person. The Schapers were at least friendly, and they were on site at all times because they lived there as well. They were our neighbors.

The current applicants are not residents of Minnetrista. They live elsewhere. Unlike the previous owners, they do not live on the property. They are operating Minnetonka Orchards as a pure business, and with no apparent regard for the neighbors of Minnetonka Orchards. In general the trend seems to be that they are focused on a full-fledged Adult Entertainment Business, with a major role for loud music and alcohol.

Their business is noisy and disruptive to the peaceful rural residential life of the area. We do not oppose the activities of Minnetonka Orchards, but until they operate their business within the limits of the existing IUP with respect to allowed number of weekly events and the control of noise to within MCPA limits, we feel that the Planning Commission has no choice but to deny the current application for an extension of

the IUP. Extending the IUP under the current circumstances means a ten-year license to continue as they are with current violations. This is a recipe for nothing good, including wasteful and time-consuming litigation.

In denying the applicant's IUP request, our advice as fellow neighbors and fellow business owners is that the applicants adjust their business plans such that they operate wedding receptions inside of a proper building, not a tent, which will undoubtedly resolve the noise problem. As for the number of permitted events—we feel that the Planning Commission must make it absolutely clear that the limit is two per week with an IUP. Anything more than that is a violation that obligates the City of Minnetrista to enforcement, and failing that, opens up both the City and the applicants to litigation.

Sincerely,

Kent Lee and Zina Somova
6651 Fox Ridge Circle
Independence, MN 55359

Kent D. Lee
President and CEO
East View Information Services, Inc.
10601 Wayzata Blvd.
Minneapolis, MN USA 55305

Phone: +1.952.252.1201
Fax: +1.952.252.1202
kent.lee@eastview.com
www.eastview.com
www.geospatial.com

RESOLUTION NO. 95-23

CITY OF MINNETRISTA

**RESOLUTION APPROVING AN INTERIM USE PERMIT TO ALLOW FOR
AGRICULTURAL ENTERTAINMENT ACTIVITIES AND EVENTS AT 6480 AND 6530
COUNTY ROAD 26**

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

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

WHEREAS, Everly Farm LLC (the “Applicant”), a Minnesota limited liability company, is the fee owner of the property located at 6480 County Road 26, which is legally described on Exhibit A attached hereto; and

WHEREAS, the Applicant is the fee owner of the property located at 6530 County Road 26, which is legally described on Exhibit B attached hereto; and

WHEREAS, the Applicant has applied for an interim use permit (IUP) to allow agricultural entertainment activities and events at 6480 & 6530 County Road 26 (the “Properties”); and

WHEREAS, on August 28, 2023 and September 25, 2023, the Minnetrista Planning Commission considered the requested IUP, held a public hearing and, after consideration of the record before it, voted 7-0 in favor of recommending approval of the requested IUP; and

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

1. Agricultural entertainment is allowed within the Agriculture zoning district by Interim Use Permit; and

2. The proposed change in ownership is in harmony with the purpose and intent of the City's zoning ordinance and is consistent with the City's comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Minnetrista hereby approves the interim use permit, based on the findings of fact outlined above, with the following conditions:

1. The Interim Use Permit shall be issued for 5 years from the date of City Council approval;
2. The Applicant shall install decibel monitoring equipment at the property lines to measure and record noise levels for personal use in monitoring and enforcing the noise standards outlined in this permit;
3. Agricultural entertainment events shall be limited to two (2) events per week and only during the months of May – December;
4. The Applicant shall coordinate persons to provide traffic control for all activities and events during the month of October;
5. Additional on-site security officers shall be obtained by the Applicant;
6. Food and beverage sales to the scale with which were provided under the Conditional Use Permit are allowed with the Interim Use Permit;
7. No off-site parking for activities or events;
8. The Applicant shall provide documentation from Hennepin County stating that the existing septic and well systems are sized adequately;
9. Any and all changes to the lighting of the property shall be reviewed by City staff and shall be designed so as to not be obtrusive and shall register as zero foot-candles at the property lines;
10. Trash enclosures must be located inside a structure on the property or screened appropriately;
11. All noise pollution shall be defined and restricted by the Minnesota Pollution Control Agency under Minn. Rules 7030 – Noise Pollution.
 - Adoption of the Standard Definitions per 7030.0020 (page 15)
 - Uphold the Noise Standards per 7030.0040 (page 16)
 - Classify Minnetonka Orchards activities as Noise Area Classification #2 (page 17)
 - Subsection 3. Exceptions (page 18)
 - No outdoor speakers may be used
 - The property owners shall take all necessary steps to contain the noise produced by all such devices within the permanent or temporary structures.
12. The Applicant must conform to all applicable sections of City Code;
13. If violations of the Interim Use Permit or the City's nuisance ordinance occur, the City Council reserves the right to review and to revise or revoke the Interim Use Permit;
14. Wedding ceremony events located in the garden shall not occur past 6:00 p.m.; and

15. The Applicant shall continue to work with adjacent property owners to determine appropriate decibel levels.

This resolution was adopted by the City Council of the City of Minnetrista on the 2nd day of October 2023, by a vote of ____ Ayes and ____ Nays.

Lisa Whalen, Mayor

ATTEST:

Angela Boll, Deputy City Clerk

(SEAL)

Exhibit A

Legal Description of 6480 County Road 26:

Beginning at a point in the north line of the Northeast Quarter distant of 730 feet east from the northwest corner thereof; thence south 810 feet; thence east 484 feet; thence south to the northerly line of County Road No. 26; thence easterly along said northerly line of County Road No. 26 to a point 500 feet west from the east line of the Northeast Quarter; thence north to the north line of the Northeast Quarter; thence west to the point of beginning, Section 3, Township 117, Range 24, Hennepin County, Minnesota,

EXCEPT the South 56.9 feet of the North 810 feet of the East 484 feet of the West 1214 feet of the Northeast Quarter of Section 3, Township 117, Range 24, Hennepin County, Minnesota.

ALSO

The West 217.5 feet of the East 500 feet of that part of the Northeast Quarter of Section 3, Township 117 North, Range 24 West of the 5th Principal Meridian, lying north of the northerly right of way line of Hennepin County Highway No. 26, Plat 33, per Document No. 4241584.

Exhibit B

Legal Description of 6530 County Road 26:

That part of the East 484 feet, of the West 1214 feet of the Northeast Quarter of Section 3, Township 117 North, Range 24 West of the 5th Principal Meridian, lying south of the North 810 feet thereof, and northerly of the northerly line of County Road No. 26, Hennepin County, Minnesota.

Also, the South 56.9 feet of the North 810 feet of the East 484 feet, of the West 1214 feet of the Northeast Quarter of Section 3, Township 117 North, Range 24 West of the 5th Principal Meridian, Hennepin County, Minnesota.

**CITY OF MINNETRISTA
CONSENT AGENDA ITEM 4L**



Subject: **Accept Improvements and Authorize
Final Payment for the 2023 Sanitary
Sewer Replacement Project, City Project No. 04-23**

Prepared By: Chris Bunders, PE, Assistant City Engineer Through: Alyson Fauske,
PE, City Engineer

Meeting Date: October 2, 2023

Issue:

The 2023 Sanitary Sewer Replacement Project, City Project No. 04-23, has been satisfactorily completed and project acceptance and final payment is requested by the contractor.

Background/Discussion:

The 2023 Sanitary Sewer Replacement Project, City Project No. 04-23 was initiated by the City Council at their July 17, 2023, regular City Council meeting. Improvements proposed for construction in 2023 included the following:

- The replacement of a portion of the sanitary sewer and a manhole between 3770 and 3785 Glacier Circle; the existing manhole heaved and impacts the flow.

Levanen Underground, LLC substantially completed the scheduled work on October 7, 2023, in general conformance with the Contract documents. Final quantities have been reviewed and agreed to by the City Engineer and it has been determined that the project is complete and final payment is appropriate.

Levanen Underground, LLC has submitted the required Consent of Surety to Final Payment, Minnesota Form IC-134 Withholdings Affidavit, lien waivers, and the signed request for final payment. Levanen Underground, LLC has provided a maintenance bond terminating on September 19, 2025.

A Resolution Accepting Improvements for the 2023 Sanitary Sewer Replacement Project, City Project No. 04-23, and Authorizing Final Payment is included for Council consideration of approval.

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.

Conclusion:

Staff recommends that the 2023 Sanitary Sewer Replacement Project, City Project No. 04-23, be accepted and that final payment be issued to Levanen Underground, LLC.

Fiscal Impact:

The bid awarded to Levanen Underground, LLC was a total of \$49,524.11 and the final project construction amount is \$38,902.21, which is 21.4% under the base bid.

Below are reasons for the underrun of project costs:

- The contract included unit costs for work, and some required work was less than anticipated. This includes items such as tree removal and replacement, and traffic control which were not used at all for the project.

The 2023 Sanitary Sewer Replacement Project, City Project No. 04-23 costs are funded by Road Maintenance Fund. The budgeted amount associated with engineering design, bidding, and construction administration was \$17,979. The final amount billed for these services amounts to \$17,979.

The Engineer's opinion of grand total project cost was presented to City Council on July 17, 2023 and was \$72,956.40. The total cost of the project, including engineering and construction, is \$56,881.21.

<p><u>Recommended City Council Action:</u> Staff recommends approving Resolution No 96-23. Accepting the 2023 Sanitary Sewer Replacement Project, City Project No. 04-23, and authorizing final payment to Levanen Underground, LLC in the amount of \$1,945.11.</p>

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

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

Explain:

Mission Statement:

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



September 12, 2023

Mr. Tony Homola
Levanen Underground, LLC
33361 710th Avenue
Kimball, MN 55353

Re: Final Pay Voucher No. 2
2023 Sanitary Sewer Replacement Project
City Project no. 04-23
WSB Project No. 021703-000

Dear Mr. Homola:

Please find attached Final Construction Pay Voucher No. 2 for the above-referenced project in the amount of \$1,945.11 for your review and signature. Please sign and return three copies to our office for processing with the City.

Please note that the original signed vouchers must be accompanied by the following documents when submitting for final payment and to close out the project. Final acceptance will be considered up on receipt of these documents.

1. Satisfactory showing that the Contractor has complied with the provisions of Minnesota Statutes 290.92 requiring withholding state income tax (IC134 forms).
2. Evidence in the form of an affidavit that all claims against the contractor by reasons of the contract have been fully paid or satisfactorily secured (lien waivers, if any).
3. Consent of Surety to Final Payment certification from the Contractor's surety.
4. Two-year Maintenance Bond.

Please give me a call at 612.430.0986 if you have any questions regarding this letter.

Sincerely,

WSB

Chris Bunders, PE
Project Manager

Attachments

cc: Alyson Fauske, City Engineer

ar

2023 Sanitary Sewer
Replacement Project

Final Pay Voucher 2



Client: City of Minnetrista 7701 County Road 110 West Minnetrista, MN 55364-9553	Contractor: Levanen Underground, LLC 33361 710th Avenue Kimball, MN 55353
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WSB Project No.: 021703-000
Client Project No.: 04-23
State Project No.:
Federal Project No.:

Contract Amount		Funds Encumbered	
Original Contract	\$49,524.11	Original	\$49,524.11
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$49,524.11	Total	\$49,524.11

Work Certified To Date	
Base Bid Items	\$38,902.21
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$38,902.21

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$0.00	\$38,902.21	\$0.00	\$36,957.10	\$1,945.11	\$38,902.21
Percent Retained: 0%			Percent Complete: 78.55%		

FINAL PAY VOUCHER

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By WSB

Approved By Levanen Underground, LLC

Signature

Signature

September 12, 2023

9/14/2023

Date

Date

Approved By City of Minnetrista

Signature

Date

Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	09/07/2023	\$38,902.21	\$1,945.11	\$36,957.10
2	09/12/2023	\$0.00	(\$1,945.11)	\$1,945.11

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
Local	\$38,902.21	\$0.00	\$36,957.10	\$1,945.11	\$38,902.21

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
1	Local	\$1,945.11	\$49,524.11	\$49,524.11	\$38,902.21

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$6,975.00	1	0	\$0.00	1	\$6,975.00
2	2101.502	CLEARING	EACH	\$0.00	4	0	\$0.00	0	\$0.00
3	2104.502	REMOVE MANHOLE	EACH	\$1,200.00	1	0	\$0.00	1	\$1,200.00
4	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	\$45.00	40	0	\$0.00	43	\$1,935.00
5	2104.504	REMOVE BITUMINOUS TRAIL	S Y	\$14.28	70	0	\$0.00	60	\$856.80
6	2106.507	STABILIZING AGGREGATE (CV)	C Y	\$60.00	25	0	\$0.00	25	\$1,500.00
7	2106.601	DEWATERING	LS	\$4,500.00	1	0	\$0.00	0	\$0.00
8	2360.504	TYPE SP 9.5 WEAR CRS MIX (2,B) 3.0" THICK	S Y	\$185.71	70	0	\$0.00	60	\$11,142.60
9	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$1,050.00	2	0	\$0.00	2	\$2,100.00
10	2503.603	10" PVC PIPE SEWER	L F	\$100.00	40	0	\$0.00	43	\$4,300.00
11	2504.604	2" POLYSTYRENE INSULATION	S Y	\$11.25	40	0	\$0.00	60	\$675.00
12	2506.602 /M7857	CHIMNEY SEAL	EACH	\$550.00	1	0	\$0.00	1	\$550.00
13	2506.603 /001010	CONSTRUCT 48" DIA SANITARY MANHOLE	L F	\$375.00	8	0	\$0.00	8	\$3,000.00
14	2563.601	TRAFFIC CONTROL	LS	\$850.00	1	0	\$0.00	0	\$0.00
15	2571.502	DECIDUOUS TREE 2" CAL B&B	EACH	\$650.00	4	0	\$0.00	0	\$0.00
16	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$4.00	280	0	\$0.00	94	\$376.00
17	2573.503	SILT FENCE, TYPE HI	L F	\$12.00	140	0	\$0.00	91	\$1,092.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
18	2574.508	FERTILIZER TYPE 3	LB	\$54.16	12	0	\$0.00	12	\$649.92
19	2575.508	SEED MIXTURE 25-141	LB	\$137.50	4	0	\$0.00	4	\$550.00
20	2575.508	HYDRAULIC MULCH MATRIX	LB	\$24.69	81	0	\$0.00	81	\$1,999.89
Bid Totals:							\$0.00	\$38,902.21	

Project Category Totals		
Category	Amount This Voucher	Amount To Date
Schedule A	\$0.00	\$38,902.21

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
Contract Change Totals:											

Contract Change Totals				
No.	Contract Change	Description	Amount This Voucher	Amount To Date

Material On Hand Additions					
Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-567-223-904
Submitted Date and Time:	29-Aug-2023 12:33:02 PM
Legal Name:	DMJ ASPHALT INC
Federal Employer ID:	27-2243940
User Who Submitted:	Pave186
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1160597504
Minnesota ID:	1546001
Project Owner:	CITY OF MINNETRISTA
Project Number:	MINNETRISTA TRAIL
Project Begin Date:	01-Aug-2023
Project End Date:	29-Aug-2023
Project Location:	MINNETRISTA
Project Amount:	\$4,760.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.

Contractor Affidavit

This Contractor Affidavit must be certified by the Minnesota Department of Revenue before the state of Minnesota or any of its subdivisions can make final payment to contractors. For more detailed information, see the instructions on the back of this form.

Please type or print clearly. This information will be used for returning the completed form.

Company name			Daytime phone 952-220-3510	Minnesota tax ID number
Address			Total contract amount	Month/year work began
City State ZIP code			\$	08/2023
			Amount still due	Month/year work ended
			\$	08/2023

Project number	Project location			
Project owner	Address	City	State	ZIP code

Did you have employees work on this project? ☐ Yes ☐ No. If no, who did the work?

Check the box that describes your involvement in the project and fill in all information requested.

☐ **Sole contractor**

☐ **Subcontractor**

Name of contractor who hired you

Address

☐ **Prime contractor**—If you subcontracted out any work on this project, all of your subcontractors must submit their own Contractor Affidavits and have them certified by the Department of Revenue *before* you can submit your Contractor Affidavit. For each subcontractor you had, fill in the information below and attach a copy of each subcontractor's certified Contractor Affidavit. If you need more space, attach a separate sheet.

Business name	Address	Owner/Officer

I declare that all information I have filled in on this form is true and complete to the best of my knowledge and belief. I authorize the Department of Revenue to disclose pertinent information relating to this project, including sending copies of this form, to the prime contractor if I am a subcontractor, and to any subcontractors if I am a prime contractor, and to the contracting agency.

Contractor's signature 	GENERAL MANAGER	Title	Date 8/28/2023
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Mail to: Minnesota Revenue, Mail Station 6610, St. Paul, MN 55146-6610
Phone: 651-282-9999 or 1-800-657-3594

Certificate of Compliance

Based on records of the Minnesota Department of Revenue, I certify that the contractor who has signed this Contractor Affidavit has fulfilled all the requirements of Minnesota Statutes 290.92 and 270C.66 concerning the withholding of Minnesota income tax from wages paid to employees relating to contract services with the state of Minnesota and/or its subdivisions.

Department of Revenue approval

Date

Form IC134 Instructions

Contractor Affidavit

No state agency or local unit of government can make final payment to a contractor until the Department of Revenue has certified that the contractor and any subcontractor have fulfilled the requirements of Minnesota withholding tax laws.

If you are a prime contractor, a contractor or a subcontractor who did work on a project for the state of Minnesota or any of its local government subdivisions — such as a county, city or school district — you must submit a Contractor Affidavit to the Department of Revenue to receive a certificate of compliance.

Use of Information

The Department of Revenue needs **all** the requested information to determine if you have met the state income tax withholding requirements. If all required information is not provided, Form IC134 will be returned to you for completion.

All information on this Contractor Affidavit is private by state law. It cannot be given to others without your permission, except to the Internal Revenue Service, other states that guarantee the same privacy and certain government agencies as provided by law.

Minnesota Tax ID Number

You must have a Minnesota tax ID number if you have employees who work in Minnesota. You must enter your Minnesota tax ID number on Form IC134.

If you don't have a Minnesota tax ID number, apply online at www.revenue.state.mn.us or by calling our Business Registration Office at 651-282-5225 or 1-800-657-3605.

If you have no employees and did all the work yourself, you do not need a Minnesota tax ID number. Instead, enter your Social Security number in the space for Minnesota tax ID number and explain who did the work.

Submit Contractor Affidavit

Form IC134 cannot be processed by the Department of Revenue until you finish the work. If you submit the form before the project is completed, it will be returned to you unprocessed.

If any withholding payments are due to the state, Minnesota law requires certified payments before we approve your Form IC134.

If you are a subcontractor or sole contractor, submit the form when you have completed your part of the project.

If you are a prime contractor, submit the form when the entire project is completed and you have received certified Contractor Affidavits from all of your subcontractors.

If you're a prime contractor and a subcontractor on the same project

If you were hired as a subcontractor to do work on a project, and you subcontracted all or a part of your portion of the project to another contractor, you are a prime contractor as well. Complete both the subcontractor and prime contractor areas on a single Form IC134.

You may submit your Contractor Affidavit either electronically **or** by mail. This affidavit must be certified and returned before the state or any of its subdivisions can make final payment for your work.

For an immediate response: Complete and submit your Contractor Affidavit electronically. Go to www.revenue.state.mn.us and choose **Withholding Tax**. Under the File and Pay tab, click on Contractor Affidavit Information for Government Projects.

You may complete and mail Form IC134 to: Minnesota Revenue, Mail Station 6610, St. Paul, MN, 55146-6610. If you have fulfilled the requirements of Minnesota withholding tax laws, the department will sign your Form IC134 and return it to you. To receive your final payment, submit the certified Contractor Affidavit to the government unit for which the work was done. If you are a subcontractor, submit the certified Contractor Affidavit to your prime contractor to receive your final payment.

Information and Assistance

Additional forms and information, including fact sheets and frequently asked questions, are available on our website.

Website: www.revenue.state.mn.us

Email: withholding.tax@state.mn.us

Phone: 651-282-9999 or 1-800-657-3594

This information is available in alternate formats.

MAINTENANCE BOND

Bond Number: 66739484

KNOW ALL PERSONS BY THESE PRESENTS, That we Levanen Underground LLC
_____ of
33361 710th Ave., Kimball, MN 55353, hereinafter
referred to as the Principal, and WESTERN SURETY COMPANY
as Surety, are held and firmly bound unto CITY OF MINNETRISTA
of MINNETRISTA, MN, hereinafter
referred to as the Oblige, in the sum of Forty Nine Thousand Five Hundred Twenty Five and 00/
Dollars (\$49,525.00), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the CITY OF MINNETRISTA
_____ dated
_____, for 2023 Sanitary Sewer Replacement Project
_____.

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of
two (2) year(s) after approval of the final estimate on said job, by the owner, against all defects in
workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on September 19th, 2023

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the
Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which
become apparent during the period of two (2) year(s) from and after September 19th, 2023
then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 19th day of September, 2023.

Levanen Underground LLC

(Principal)

By

(Seal)

WESTERN SURETY COMPANY

(Surety)

By

(Seal)

Jeffrey Alan Van Dyke, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66739484

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Jeffrey Alan Van Dyke

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Levanen Underground LLC

Obligee: CITY OF MINNETRISTA

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

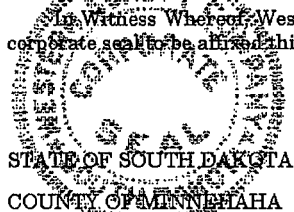
"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 66739484 is not issued on or before midnight of October 19th, 2023, all authority conferred in this Power of Attorney shall expire and terminate.

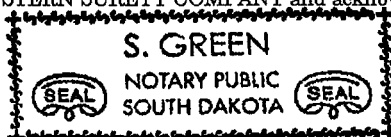
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 19th day of September, 2023.



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 19th day of September, in the year 2023, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 19th day of September, 2023.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Consent of Surety to Final Payment

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

AIA DOCUMENT G707

Bond No. 66739484

TO OWNER:

(Name and address)

CITY OF MINNETRISTA
7701 COUNTY RD. 110 W
MINNETRISTA, MN 55364

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

2023 Sanitary Sewer Replacement Project

PROJECT:

(Name and address)

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as included above, the
WESTERN SURETY COMPANY, 151 North Franklin, 17th Floor, Chicago, IL 60606,
(Insert name and address of Surety)

SURETY, on bond of Levanen Underground LLC

(Insert name and address of Contractor)

33361 710th Ave., Kimball, MN 55353, CONTRACTOR,
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the

Surety of any of its obligations to CITY OF MINNETRISTA

(Insert name and address of Owner)


7701 COUNTY RD. 110 W, MINNETRISTA, MN 55364

, OWNER,
as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 19th, 2023
(Insert in writing the month followed by the numeric date and year.)

WESTERN SURETY COMPANY

(Surety)


(Signature of authorized representative)

Jeffrey Alan Van Dyke

(Printed name and title) Attorney-in-Fact



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The language in this document conforms exactly to the language used in AIA Document G707 - Consent of Surety Company to Final Payment - 1994 Edition.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66739484

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Jeffrey Alan Van Dyke

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Levanen Underground LLC

Obligee: CITY OF MINNETRISTA

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

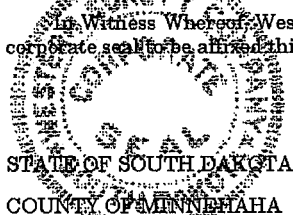
"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 66739484 is not issued on or before midnight of October 19th, 2023, all authority conferred in this Power of Attorney shall expire and terminate.

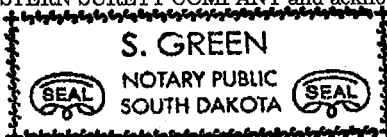
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 19th day of September, 2023.



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 19th day of September, in the year 2023, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 19th day of September, 2023.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: September 22, 2023.

The undersigned hereby acknowledges receipt of the sum of ~~\$4800~~ \$ 4760.00 

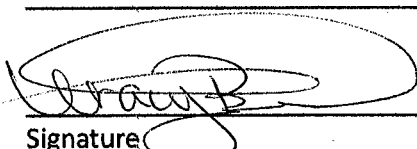
CHECK ONLY ONE

1. ☐ as partial payment for labor, skill and material furnished;
2. ☐ as payment for all labor, skill and material furnished or to be furnished;
(except the sum of \$ _____ retainage or holdback)
3. ☒ as full and final payment for labor, skill and material furnished or to be furnished.

To the following real described property: (legal description, street address or project name)

CITY OF MINNETRISTA , 2023 SANITARY SEWER REPAIR , CITY PROJECT NUMBER 04-23

Work performed _____
and for value received hereby waives all rights acquired by the undersigned to file or record mechanics liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:


Signature

DMJ ASPHALT. _____

Printed Business Name

- CORPORATION
- NON-CORPORATION
- Limited Liability Company
- Sole Proprietorship

Federal ID No.: 27-2243940

Social Security No.: _____

NOTE: Per IRS, if Fed ID No. or SS No. is not provided for 1099Misc reporting purposes, we may be required to withhold 28% from future payments.

- Check box if you ARE subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

RESOLUTION NO. 96-23

**CITY OF MINNETRISTA
HENNEPIN COUNTY, MINNESOTA**

**A RESOLUTION ACCEPTING IMPORVEMENTS AND AUTHORIZING FINAL
PAYMENT FOR THE 2023 SANITARY SEWER REPLACEMENT PROJECT,
CITY PROJECT NO. 04-23**

WHEREAS, pursuant to a written contract signed with the City on July 17, 2023, Levenan Underground, LLC has satisfactorily completed 2023 Sanitary Sewer Replacement Project, City Project No. 04-23, in accordance with such contract; and

WHEREAS, Levenan Underground, LLC has supplied a maintenance bond terminating on September 19, 2025.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Minnetrista, Minnesota, the work completed under said contract is hereby accepted and approved; and

BE IT FURTHER RESOLVED by the City Clerk and Mayor are hereby directed to issue a proper order for the final payment on such contract.

This resolution was adopted by the City Council of the City of Minnetrista on the 2nd day of October, 2023, by a vote of _____ Ayes and _____ Nays.

Lisa Whalen, Mayor

ATTEST:

Angie Boll, Deputy City Clerk

(seal)



CITY OF MINNETRISTA

REQUEST FOR CITY COUNCIL ACTION/DISCUSSION

Subject: Approve Professional Services Agreement for Final Design and Bidding Administration Services for the 2024 Mill and Overlay Project, City Project No. 01-24

Prepared By: Chris Bunders, PE, Assistant City Engineer, Through: Alyson Fauske, PE, City Engineer

Meeting Date: October 2, 2023

Issue:

Authorize professional services for final design and bidding services for the 2024 Mill and Overlay Project, City Project No. 01-24.

Background:

The 2024 Mill and Overlay Project generally consists of the following work to extend the existing pavement life:

- Mill and overlay of:
 - Hermitage area (~0.39 miles)- Hermitage Trail, Hermitage Circle, Stonebridge Lane
 - Ambjor Lane (~0.12 miles) Highland Road to Cul-de-sac
 - Nike Road (~0.73 miles) County Road 92 to gravel

At the August 21, 2023 City Council meeting, the Council authorized the collection of pavement corings for the 2024 Mill and Overlay Project, consistent with the 2024 Draft Budget and the 10-Year Road CIP. This coring report confirmed that a mill and overlay is appropriate for the above-mentioned streets. The initial project scope included the mill and overlay of Pine Circle (~0.07 miles) however the coring report recommends a Full Depth Reclamation of the existing pavement. It is recommended that the city consider including Pine Circle in a future reclamation project, potentially in 2025.

Discussion:

Utility improvements include adjusting catch basins and manholes as needed and review of sanitary sewer televising. If repairs to the sanitary sewer are deemed necessary and are to be included in this project an amendment to this proposal will be provided to the council for their consideration.

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.

Conclusion:

Staff is recommending Council approve the proposal for final design and bidding administration services from WSB for the 2024 Mill and Overlay Project.

Fiscal Impact:

The City's Road Maintenance and Storm Fund budgets provide \$596,248. Funding for these improvements includes \$553,249 in Road Funds and \$42,998.87 in City Storm Funds. Removing Pine Circle from the project results in a total budget of \$577,595.55 for the 2024 Mill and Overlay Project, which includes a 10% construction contingency and 15% indirect costs.

WSB is proposing to complete the work on a cost-reimbursable basis in accordance with our current fee schedule. The proposed fee for final design and bidding administration is \$70,312. A proposal for construction administration and material testing services will be presented after bids have been opened.

Recommended City Council Action: Staff recommends approval of Resolution 97-23 approving a Professional Services Agreement for the final design and bidding services for the 2024 Mill and Overlay Project.

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.



October 2, 2023

Honorable Mayor and Council Members
City of Minnetrista
7701 County Road 110 West
Minnetrista, MN 55364

Re: Task Order 1 to Provide Professional Services
2024 Mill and Overlay Project, City Project No. 01-24

Dear Honorable Mayor and Council Members:

WSB is pleased to provide you with our proposal for final design and bidding services for the 2024 Mill and Overlay Project.

Project Understanding

The 2024 Mill and Overlay Project generally consists of the following work to extend the existing pavement life:

- Mill and overlay of:
 - Hermitage area (~0.39 miles)- Hermitage Trail, Hermitage Circle, Stonebridge Lane
 - Ambjor Lane (~0.12 miles) Highland Road to Cul-de-sac
 - Nike Road (~0.73 miles) County Road 92 to gravel

At the August 21, 2023 City Council meeting, the Council authorized the collection of pavement corings for the 2024 Mill and Overlay Project, consistent with the 2024 Draft Budget and the 10-Year Road CIP. This coring report confirmed that a mill and overlay is appropriate for the above-mentioned streets. The initial project scope included the mill and overlay of Pine Circle (~0.07 miles) however the coring report recommends a Full Depth Reclamation of the existing pavement. It is recommended that the city consider including this in a future reclamation project, potentially in 2025.

Utility improvements include adjusting catch basins and manholes as needed and review of sanitary sewer televising. If repairs to the sanitary sewer are deemed necessary and are to be included in this project an amendment to this proposal will be provided to the council for their consideration.

There are also storm holding pods that are privately owned by Hermitage Shores HOA on the project. The names and SWAMP scores are listed below:

- P-76 SWAMP Score: 71
- P-70 SWAMP Score: 92

The City's total budget for these improvements is \$596,248. Funding for these improvements includes \$553,249 in City Funds and \$42,998.87 in City Utility Funds. The estimated cost for Pine Circle improvements is \$18,652.15. This value will be moved to the 2025 CIP. As a result, the total budget for the 2024 Mill and Overlay Project will be \$577,595.55.

Proposed Services

We propose to deploy a drone to collect the data necessary to complete the plans. The data collected will consist of full topographic data including surface elevations and hardscape linework.

WSB will prepare construction documents (plans and specifications) for use in soliciting bids for construction of the proposed project improvements.

- The plans and specifications are to be prepared in the general format used by the City of Minnetrista, and are anticipated to include the following:

Plans: Project Location Map
 Proposed Overlay Improvements
 Typical Street Sections
 Statement of Estimated Quantities
 Erosion Control Plans

Specifications: Project Bid Form (Base Bid and Bid Alternate)
 Contractor Requirements
 Contract for Construction
 Insurance Requirements
 Performance and Payment Bonds
 Special Provisions
 As-built Information

Permits: Hennepin County work in right of way (County Road 44/92)

Plans will be transmitted to the City for review at 90% completion stage of production for staff comments.

- Utility Coordination
- Preparation of contract pay items, estimation of bid quantities, and preparation of an Engineer's opinion of probable construction cost for review by the City.
- Coordinate the solicitation for bids, including addressing questions from contractors, preparation of any necessary addendums, evaluation and tabulation of bids, preparation of bid results, letter for consideration of award of the contract, and presentation of the bid results to the City Council. Following a successful award of contract, WSB will prepare a notice of award.

A proposal for Construction Services will be provided after bids are opened.

Proposed Schedule

WSB proposes the following work schedule:

Approve Professional Services Agreement for Final Design & Bidding September 18, 2023
Approve Plans and Specifications January 15, 2024
Bid Opening February 14, 2024
Award Contract February 19, 2024
Begin Construction June – September 2024*

**A wide construction start range is listed to allow the contractor to be flexible in scheduling the work for 2024, which may result in lower bid prices. Once work begins, the contract will specify that the work must be completed within a defined timeframe.*

Proposed Fee

WSB is proposing to complete the work on a cost-reimbursable basis in accordance with our current fee schedule. The proposed fee for final design and bidding administration services is \$70,312. A breakdown of the fee is attached.

A proposal for construction administration will be provided once the project has been bid.

We will review our progress monthly and will not exceed the amounts indicated without prior Council approval should the scope of the project change.

If you are in agreement with the scope of services outlined above, please sign where indicated below and return one copy to our office. By signing you also agree that these services will be governed by the terms and conditions of the Professional Services Agreement entered into between WSB and the City of Minnetrista on April 6, 2012, amended November 20, 2014.

Thank you for this opportunity to provide professional consulting services to the City of Minnetrista. If this proposal is acceptable, please execute the signature block below and return as our authorization to proceed.

Please do not hesitate to contact me at 612-263-1736 if you have any questions.

Sincerely,

WSB



Alyson Fauske, PE
Senior Project Manager



Monica Heil, PE
Vice President of Municipal Services

Attachment: Fee Estimate

PROPOSAL FOR:

- **Final Design and Bidding Administration – 2024 Mill and Overlay Project**

ACCEPTED BY:
City of Minnetrista, MN

Name _____

Title _____

Date _____

Attest _____

wsb

Expenses	Hennepin County Permit	\$340.00	
Misc Expenses			
Total Expenses		\$340.00	\$340

Total Project Fee	\$ 70,312
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RESOLUTION NO. 97-23

**CITY OF MINNETRISTA
HENNEPIN COUNTY, MINNESOTA**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR
THE FINAL DESIGN AND BIDDING SERVICES FOR THE
2024 MILL AND OVERLAY PROJECT**

CITY PROJECT NO. 01-24

WHEREAS, it is proposed to approve a professional services agreement to prepare final plans and provide bidding administration services for the 2024 Mill and Overlay Project.

NOW THEREFORE, BE IT RESOLVED by the City Council of Minnetrista that the preparation final plans and specifications and bidding administration for the 2024 Mill and Overlay Project 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 final design and bidding services for the 2024 Mill and Overlay Project.

This resolution was adopted by the City Council of the City of Minnetrista on the 2nd day of October, 2023, by a vote of _____ Ayes and _____ Nays.

Lisa Whalen, Mayor

ATTEST:

Angela Boll, Interim City Clerk

(seal)