



STRATEGIC PLANNING SESSION AGENDA
February 22, 2024
12:30pm

1) Call to Order

- a) 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, and Director of Public Works Gary Peters.

2) Session Topics for Discussion

City Council and Management Staff will discuss the goals and priorities for the City of Minnetrista over the next two years. The topics being discussed include:

- 2026 Road Project Scope and Cost
- Assessment Policy Discussion
- Housing Development Planning – Future Availability
- Public Safety Contracts – Police and Fire
- City Hall/Public Works Facilities Updates
- Other Topics

3) Adjourn



CITY COUNCIL STRATEGIC PLANNING SESSION ITEM

Subject: Future Street Improvement Projects

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

Meeting Date: February 22, 2024

Attachments: Proposed 2026 Street Projects

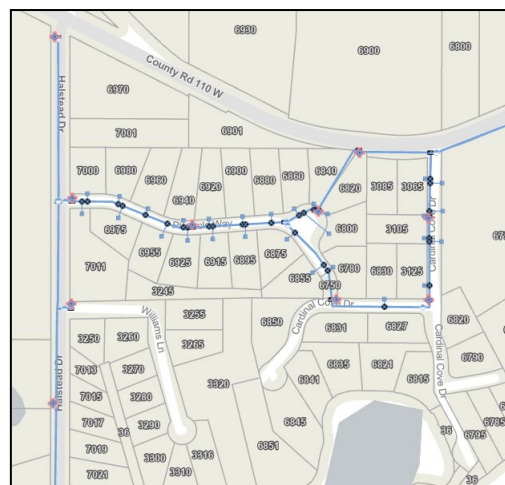
Background:

At the February 21, 2024 meeting the City Council will consider authorizing an updated Pavement Management Work Plan, where road surface distress data is analyzed to determine a Pavement Condition Index (PCI) for each paved road segment in the city. The PCI is one of the first components used in establishing a capital improvement plan for street improvement projects. The last Pavement Management Work Plan was done in 2021 and is the basis for the recommendations for the 2025 and 2026 street projects.

The proposed 2025 project budget is \$1.6 million and includes full depth removal and replacement of the pavement in the Trillium area (\$1.1 million), and reclamation of Pine Circle (\$20,000) and Wind Ridge Trail (\$455,000). The recommended budget for 2026 is \$8.3 million and includes the streets shown on the attached map. State Aid funds are proposed to be used for Hunters Trail and is not included in the \$8.3 million 2026 budget. The 2026 project would require bonding and necessitates some additional lead time in order to gather the necessary information to scope, design, and bid the project. Staff requests City Council's feedback on the proposed budgets and project scopes.

Typically street projects include spot curb and gutter repair, installation of I&I barriers, ADA pedestrian ramp replacement, etc. Watermain extension should be considered for Williams Lane and the Cardinal Cove area; the existing watermain is shown in blue on the graphic (right).

Once Council's feedback is incorporated into the proposed project scope, a proposal for coring services will be brought to a future meeting for consideration. Pavement cores indicate the depth of the pavement and gravel at that location. The cores will be analyzed to

**Mission Statement:**

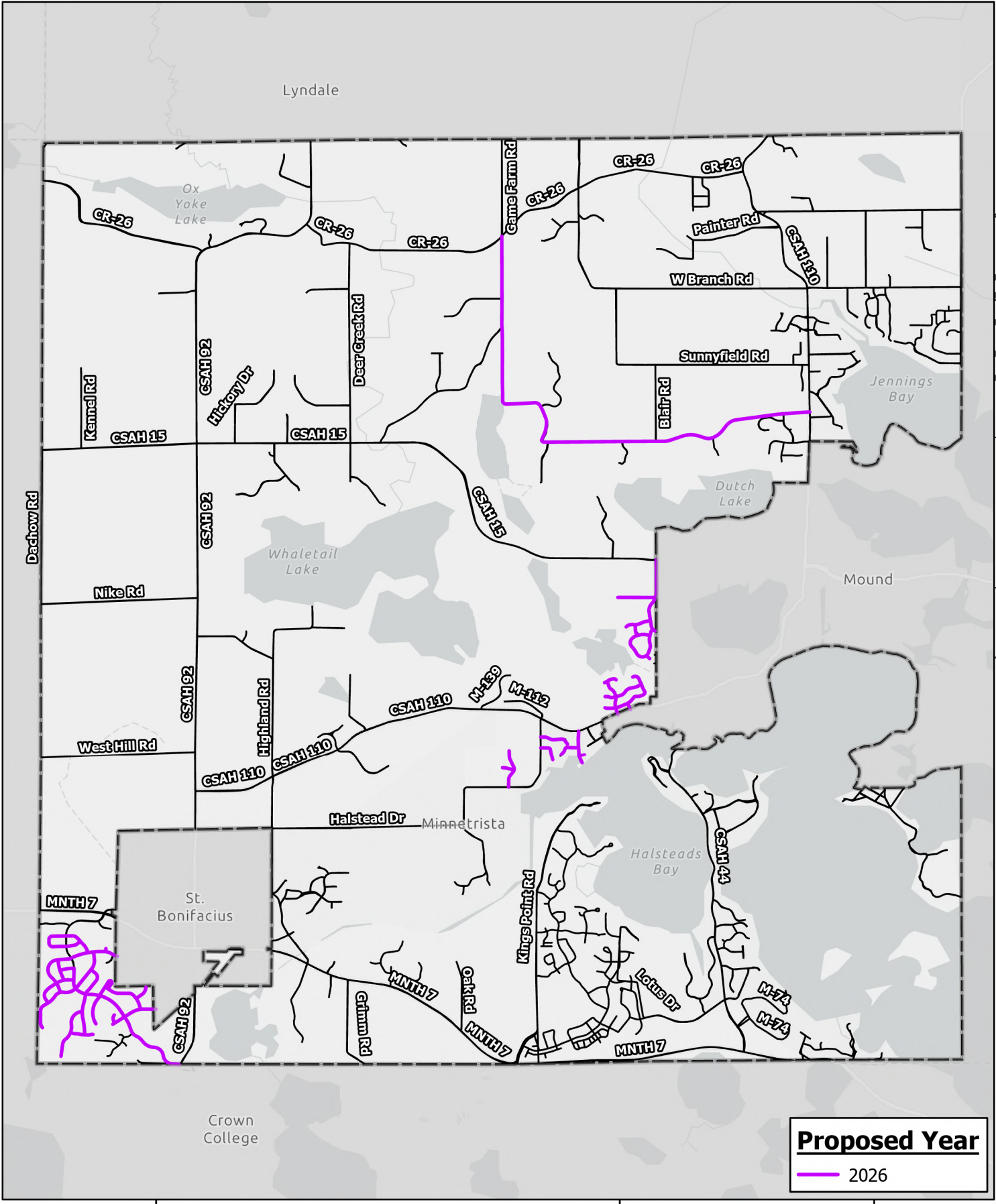
The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

determine the condition of the pavement and the coring report will include a recommendation for rehabilitation (eg. reclamation, mill and overlay). The proposed timeline for the 2025 and 2026 projects is below and is subject to change:

Authorize Pavement Management Report	February 21,2024
City Council feedback on proposed 2025 & 2026 projects	February 22,2024
Authorize Pavement Corings	March, 2024
Coring Report is finalized	May, 2024
City Council discussion on project scope (if necessary)	Early Summer, 2024
Open house for 2025 project.....	Summer, 2024
Authorize preparation of Feasibility Report for 2025 project	Summer, 2024
Authorize surveying for 2026 project	Spring, 2025
Open house for 2026 project.....	Spring, 2025
Authorize preparation of Feasibility Report for 2026 project	Spring, 2025

Mission Statement:

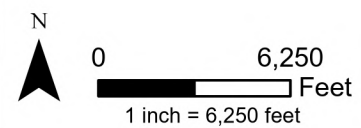
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Proposed Year
2026



Proposed 2025 and 2026 Street Improvement Projects
Minnetrista, MN



CITY OF MINNETRISTA
STRATEGIC PLANNING SESSION



Subject: Assessment Policy Discussion

Prepared By: Jasper Kruggel, City Administrator

Meeting Date: February 22, 2024

The City of Minnetrista currently has an adopted assessment policy indicating residents will pay 50% of any improvement that is related to a reconstruction or reclamation project. Mill and overlay projects, along with other street maintenance projects are not assessed.

More recently, in 2023, the City used a benefit appraisal process to determine the appropriate assessment amount for a reconstruction and reclamation project. Using a benefit appraisal is essentially a check in on the property valuation impacts related to an improvement project. State Statute requires cities that choose to assess, not to assess more than the value gained to the property by conducting the improvement project.

New ideas have come up regarding our current assessment policy and it has been requested to discuss this at our strategic planning meeting. This is pertinent due to a 2026 assessable improvement project. Some of the ideas discussed include the following:

1. Keep the assessment policy the same and let the City Council determine if a benefit appraisal should be used as a market check-in whenever an assessable project occurs.
2. Develop a plan to reduce the assessment amount over a 5-to-20-year period, where the assessment goes to zero at the end of the plan, but the levy is increased annually at a determined amount to offset assessment revenue.
3. Hold a referendum vote to allow the public to determine if they want to abolish assessments which would drive a levy increase to offset those lost revenues from assessments.
 - a. Staff consulted legal counsel on this idea, and it was determined that this question is not eligible for a referendum vote.
4. Other ideas are welcome as this is an open topic.

Recommended City Council Action: Staff would like to engage the City Council in conversations about the current Minnetrista Assessment Policy and determine if future action is required.

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

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

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CITY OF MINNETRISTA



CITY COUNCIL STRATEGIC PLANNING

Subject: **Housing Development Planning – Future Availability**

Prepared By: **David Abel, Community Development Director**

Meeting Date: **February 22, 2024**

Overview:

The attached 2022 Zoning Map has four areas outlined with a red circle. The circles show areas of existing properties that are zoned and guided for development. The areas have city sewer and water available to them. There seems to be sufficient area for development to potentially last until our next Comprehensive Plan update (likely due December of 2028).

Historically, the city has not initiated land use changes on its own in between each Comprehensive Plan update. The city has considered them on a case-by-case basis when it is requested or initiated by a property owner.

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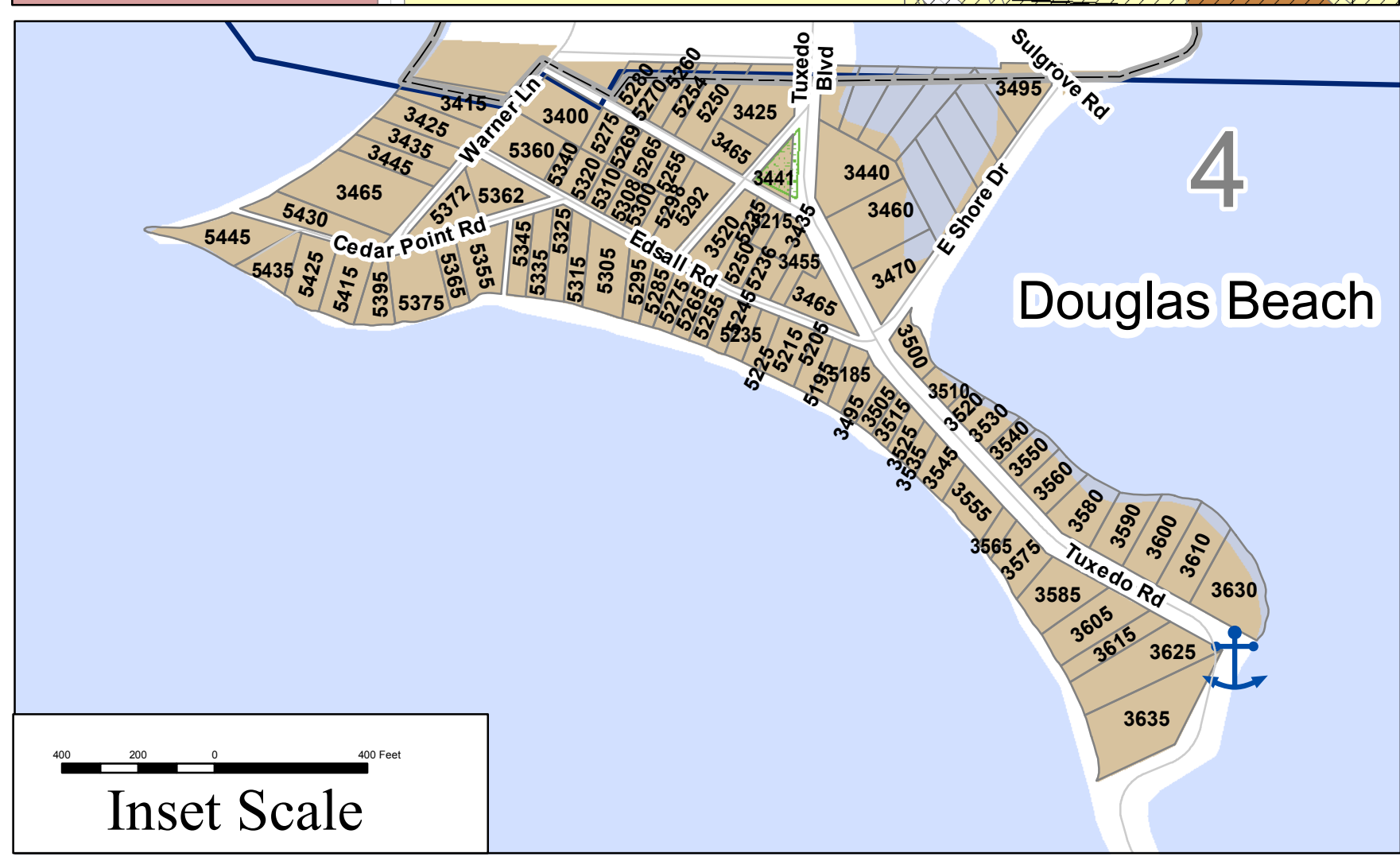
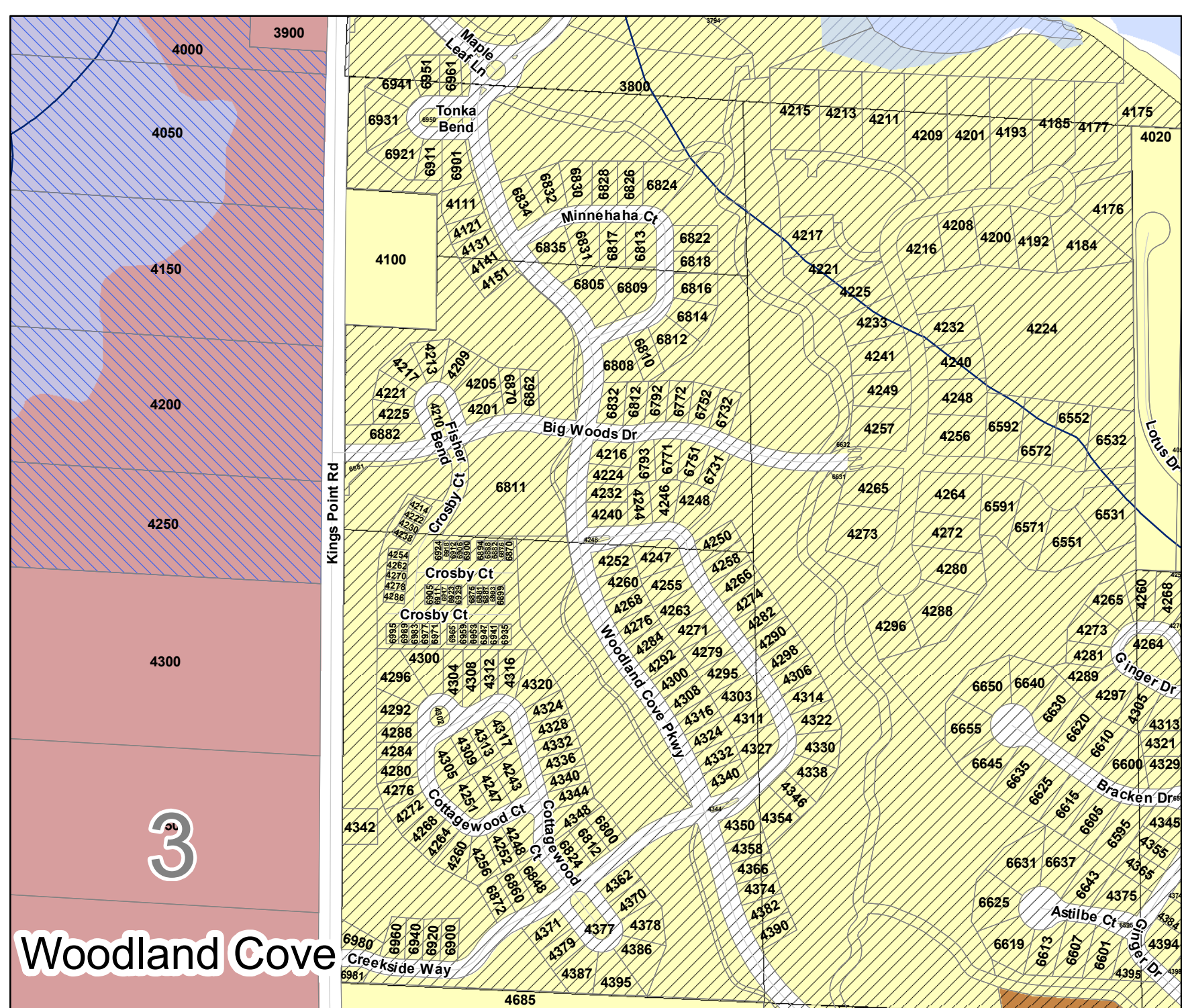
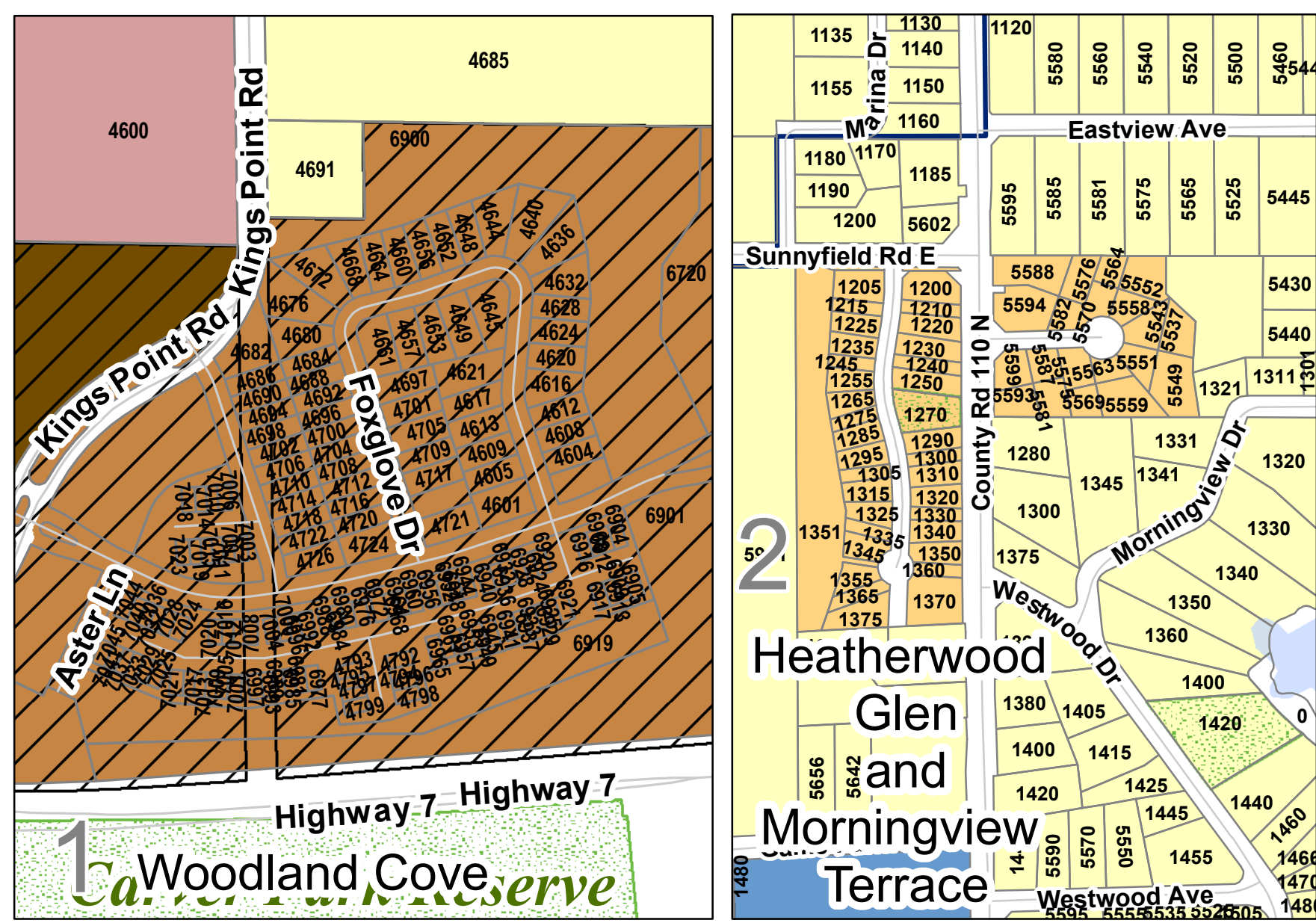
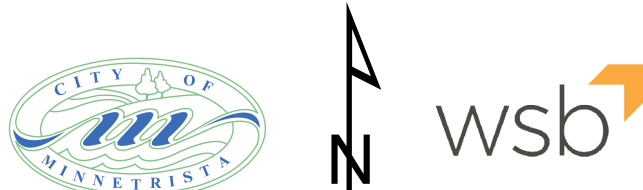
City of Minnetrista

2022 Zoning Map

0 1,000 2,000 4,000 Feet

Legend

- MUSA Line
- Shoreland Districts
- Six Mile Marsh Protection Zone
- Watershed District
- Parks
- City Boundary
- Water Access
- PUD: Planned Unit Development
- AP: Agriculture Preserve
- A: Agriculture
- RDB: Douglas Beach Single Family Residence
- R-1: Low Density Single Family Residence
- R-2: Low Medium Density Single Family Residence
- R-2(a): Low Medium Residence
- R-3: Medium Density Single Family Residence
- R-4: Medium Density Multiple and Single Family Residence
- R-5: High Density Multiple Family Residence
- PSB: Public/Semi-Public
- I: Planned Industrial
- C-2: Highway Service Business
- SDD: Staged Developed District



Inset Scale



**Figure 3.3
Minnetrista 2040
Future Land Use**

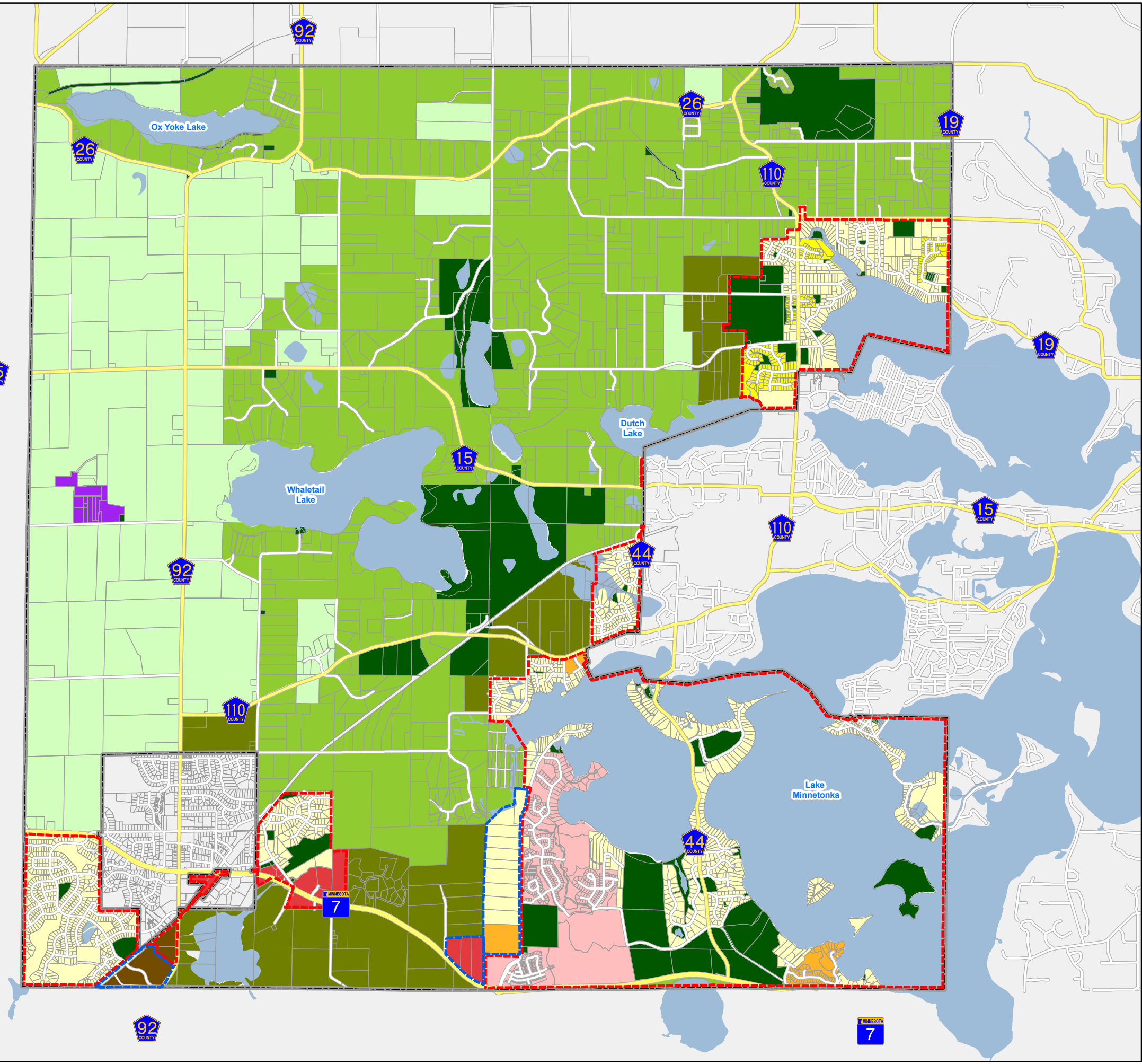
MUSA YEAR

2030 MUSA

2040 MUSA

2040 Land Use Designations

- Permanent Agriculture
- Rural
- Urban Reserve
- Residential Low
- Residential Low-Medium
- Residential Medium
- Residential High
- Mixed Residential
- Retail-Commercial
- Industrial
- Park, Public, Semi Public



0 3,500 Feet



CITY OF MINNETRISTA

STRATEGIC PLANNING SESSION



Subject: Public Safety Contracts – Fire and Police

Prepared By: Jasper Kruggel, City Administrator

Meeting Date: February 22, 2024

The City of Minnetrista currently has contracts with the City of Mound and the City of Saint Bonifacius for them to provide Fire Services to Minnetrista, and the City of Minnetrista has a policing contract with Saint Bonifacius for us provide them police services.

Fire Services Contracts

City of Mound

The current fire service contract the City of Minnetrista has with the City of Mound was last revised in 2010. This joint cooperative agreement also includes Minnetonka Beach, Shorewood, and Spring Park. The last revised contract had a term that went through December 31, 2012, and has successive three-year terms. The current agreement has a term that goes through December 31, 2024.

City of Mound legal counsel is currently reviewing this contract and will provide any proposed updates to the group by April. Staff doesn't feel there are any change requests other than the modernization of terminology of the agreement where applicable.

The current agreement the City of Minnetrista is operating under in partnership with the City of Mound has been attached to this agenda item.

City of Saint Bonifacius

The current fire service agreement the City of Minnetrista has with the City of Saint Bonifacius was last revised in 2013. This joint cooperative agreement also includes Watertown Township and Laketown Township. That agreement had an original contract term that went through 2016 and has been automatically renewed twice for two five-year periods. The next contract term expiration date is December 31, 2026.

There is a current exercise taking place to revise this contract based on input from Minnetrista, Laketown Township, and Watertown Township. Minnetrista Administration and legal counsel are taking the lead on this initiative and hopes to have a revised contract for City Council to review in March. Core goals of this contract revision are to make the contract consistent between the participating parties, address the usage of equipment sale proceeds, and address other fund accounting items.

The current agreement the City of Minnetrista is operating under in partnership with the City of Saint Bonifacius has been attached to this agenda item.

Mission Statement:

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Public Safety Services Contract

The City of Minnetrista currently provides police services to the City of Saint Bonifacius. The current agreement we are operating under was last revised in 2007. The current agreement was auto-renewed for an additional 10-year term on January 1, 2017. The current agreement will expire on December 31, 2026. If any party wishes not to renew the current agreement a 13-month notice is required. The sunset date for this notice period is November 30, 2025.

The current agreement should be reviewed before the next term to perform an update for modernized terminology and inclusion of other current contract norms. Also, the formula being used to calculate the annual fee should be evaluated to ensure equitability. It appears other contracts in the region differ significantly compared to our current formula, which only uses tax capacity as the metric for cost calculation. Other communities use formulas similar to the fire services contract that include the metrics of call volume, property valuation, and population. Staff is recommending this be evaluated leading up to the 13-month notice period deadline of November 30, 2025, and to inform Saint Bonifacius that the City of Minnetrista will be evaluating the agreement and likely making some contract change requests to allow them adequate time to evaluate. Staff is recommending that this exercise commence in Q3 of 2024 with a review timeline ending in Q2 of 2025. Any changes to the contract will be evaluated by City Council and staff will require direction to proceed in discussions with Saint Bonifacius.

The current agreement the City of Minnetrista is operating under in partnership with the City of Saint Bonifacius has been attached to this agenda item.

Recommended City Council Action: Staff would like to engage City Council in conversations about the three public safety contracts. Staff are soliciting feedback and direction on how to proceed based on the staff recommendations.

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

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

Mission Statement:

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**JOINT COOPERATIVE AGREEMENT AND
CONTRACT FOR FIRE SERVICE**

THIS AGREEMENT, made and entered into as of January 1, 2010 pursuant to Minnesota Statutes, Sections 438.08-10, and 471.59, by and between the City of Mound, a municipal corporation in the County of Hennepin and State of Minnesota (Mound), and the City of Minnetrista, a municipal corporation in the County of Hennepin and State of Minnesota.

RECITALS:

The City of Minnetrista wishes to have fire protection service furnished by Mound's City Fire Department.

Mound has the facilities, equipment, and capability to provide fire protection service to the City of Minnetrista and is willing and able to do so. Mound has prepared for the City of Minnetrista an annual financial budget covering truck bonded indebtedness, fire equipment, capital outlays, annual operating costs, Facility Payments, and the costs and expenses of the Mound Fireman's Relief Association.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is agreed as follows:

Section 1. DEFINITION OF TERMS. For purposes of this Agreement, the terms in this section have the meanings given them.

1.01. "Contract term" means the period during which fire protection services are to be rendered or were rendered to the City of Minnetrista by the Mound City Fire Department. The initial term of this contract commences as of January 1, 2010, and terminates on December 31, 2012. Successive terms will be for three-year periods with the first such successive three-year period beginning on January 1, 2013.

22 **1.02.** “Contracting city” means any city that is a party to this Agreement, or a separate
23 agreement containing the same provisions. The contracting cities are Minnetonka Beach,
24 Minnetrista, Shorewood, and Spring Park.

25 **1.03.** “City of Mound Fire Budget” includes all preliminary estimated and actual costs of
26 operating the Mound Fire Department for a given contract year as set forth in Mound’s adopted
27 budget of the City.

28 **1.04.** “Effective Date” means January 1, 2010.

29 **1.05.** “Fire Service Area” are the geographic boundaries of the cities of Spring Park,
30 Mound and Minnetonka Beach; and for Minnetrista and Shorewood are the areas shown on
31 Exhibit A.

32 **1.06** “Fire Service Committee” means the advisory committee to be comprised of up to
33 two persons selected by each of the Contracting cities, and the chief of the Mound Fire
34 Department.

35 **1.07.** “Facility Payments” means the portion of the payments allocated to the fire
36 department, made by the City of Mound to the Mound HRA in any budget year which are used
37 exclusively to make debt service payments on the bonds issued in connection with the
38 construction of the Mound Public Safety Building; and includes any bonds issued to refinance
39 the initial bonds, but only if: (i) the debt service payments on such refinancing bonds do not
40 exceed the debt service payments on the initial bonds; and (ii) the term of the refinancing bonds
41 does not exceed the remaining term of the initial bonds at the time of refinancing (collectively,
42 the “Bonds”).

43 **Section 2. AREA PROTECTED.** The Mound Fire Department will provide fire
44 protection service for the City of Minnetrista in the area ("Fire Service Area") described above
45 and in Exhibit A.

46 **Section 3. LEVEL OF SERVICE.** Mound, through its fire department, will endeavor
47 to prevent, protect and save life and property from destruction by fire and provide other
48 emergency response services in the protected area to the same extent as within Mound. The
49 extent of service provided through the Mound Fire Department includes, but is not limited to,
50 fire inspection and prevention services by a member of the Fire Department or an approved
51 subcontractor. Other services will include professional quality fire and rescue protection,
52 emergency medical, HAZMAT and special rescue services. Any fire inspection and prevention
53 subcontractor employed by a contracting city must be approved and supervised by the Mound
54 Fire Department Fire Chief.

55 **Section 4. ADMINISTRATIVE RESPONSIBILITY.**

56 **4.01.** Fire protection services rendered to the contracting cities are under the direction of
57 Mound. The level of services rendered, the standards of performance, the hiring and discipline of
58 the personnel assigned, and other matters relating to regulation and policies, are determined by
59 Mound. Disputes between the parties to this Agreement as to the extent of functions and services
60 to be rendered, or the level or manner of performance of such services, are to be resolved by the
61 Mound City Manager. If a contracting city disagrees with the resolution of the dispute, the
62 contracting city may appeal in writing, within 30 days of receipt of the resolution, to Mound
63 asking for arbitration as provided in section 8. Mound must submit a monthly report of services
64 rendered to each contracting city. Mound will genuinely consider any suggestions regarding
65 contractual, service level and financial changes that it considers helpful or beneficial.

66 **4.02.** Not later than 30 days following the execution of this Agreement an advisory fire
67 committee will be established. The committee will consist of up to two persons selected by each
68 of the parties to this Agreement and by the other Contracting cities. The chief of the Mound Fire
69 Department will also serve as a member of the committee. The committee will meet at least
70 quarterly, and at such other times as are called by the chief of the Mound Fire Department or the
71 committee members representing a majority of the Contracting cities. The committee will meet
72 to receive and discuss information from the chief regarding such matters as fire department
73 administration, operations, finances, budgeting, equipment purchases and any other matter of
74 relevance to the administration of this Agreement. The committee will also discuss the chief's
75 monthly reports and any proposals concerning contract or service level changes; and will review
76 and comment on the formulated estimated costs in accordance with Section 7.03.

77 **Section 5. VOLUNTEER FIREFIGHTERS OF THE CITY OF MOUND.** Personnel
78 assigned to provide fire protection services in a contracting city will be paid- on-call firefighters
79 of Mound. Mound retains and assumes all obligations with regard to worker's compensation,
80 Firefighter's Relief Association, withholding tax, insurance, etc. for such firefighters. A
81 contracting city is not required to furnish any of the foregoing fringe benefits or assume any
82 other liability of employment to any employee or other person assigned to fire protection duty in
83 the contracting city. If a contracting city employs such an employee or person directly,
84 independent of this Agreement, to provide fire protection services in the contracting city, all
85 obligations and liabilities with respect to employment of such independent employee or person
86 will be the responsibility of the contracting city. No such direct employment of fire protection
87 staff may be entered into by the contracting city without first obtaining the written approval of
88 the Mound City Manager.

89 **Section 6. TERMINATION.** This agreement is in effect until **December 31, 2012**, and
90 will be renewed automatically thereafter for successive three-year contract terms unless
91 cancelled with respect to any party by that party serving written notice upon the Mound City
92 Manager and the other contracting cities by January 3 of the third year of the contract term.

93 **Section 7. FIRE CONTRACT COST CALCULATION FORMULA.**

94 **7.01. ALLOCATION OF COSTS.** The Cost Allocation Formula is shown on the
95 attached Exhibit B. Exhibit B may be amended from time to time in the manner provided in
96 Section 16.

97 **7.02.** [Intentionally Blank].

98 **7.03. RECAPTURE, ELECTION.** On or before October 1 of each year, Mound will
99 provide a written statement to each Contracting city showing how the cost allocation for Facility
100 Payments would be alternatively treated in accordance with the averaging provisions of
101 Paragraph I, and of Paragraph II of Exhibit B. After receiving such written statement, not later
102 than December 10 of each year, the City of Minnetrista must notify Mound that it elects to have
103 the cost allocation for Facility Payments treated in accordance with the averaging provisions of
104 Paragraph II of Exhibit B. Absent such election, all costs will be subject to the averaging
105 provisions of Paragraph I of Exhibit B. Mound will determine the difference in cost allocation to
106 Minnetrista for each year that the election is made. To the extent available, Mound will utilize
107 interest earned on the fire portion of the debt service reserve fund for the Bonds to reduce or
108 eliminate any shortfall in Facility Payments attributable to such election. If more than one city
109 elects treatment under Paragraph II of Exhibit B in any given year, the interest will be allocated
110 prorata based on the difference in cost allocation for each electing city. If Minnetrista terminates
111 this Agreement, or any extension thereof, the total of all net shortfalls attributable to

Minnetrista's Paragraph II elections will be due and payable by Minnetrista during the last year of its participation in the Agreement.

7.04. BUDGET. Not later than September 1 of each year, following review by the Fire Committee, Mound must notify each contracting city of the estimated costs for the next contract year, including all capital purchases. The final estimated cost will be determined by Mound and the contracting cities notified by December 1 of each year. The final estimated cost must be paid in equal quarterly installments on January 1, April 1, July 1 and October 1 of the next contract year. The contracting city understands and agrees that it is impossible to project with complete accuracy the actual cost for labor and equipment as well as the service to be required by each city for the forthcoming contract year, and therefore agrees to a yearly audit to adjust the prior year's estimated cost of service to the actual costs incurred by Mound. Mound will tabulate the actual cost of the Fire Department expenses for the prior contract year and will, as soon as practicable, submit a summary of actual costs to each contracting city. The actual cost and a summary thereof of the Fire Department expenses for the prior year will be submitted by Mound to all contracting cities annually. The actual costs set forth for the prior contract year may result in either a credit or a debit to each contracting city. A surplus carried over from the prior year must be placed in a reserve fund maintained by Mound. The reserve fund will be accrued until a fund balance equal to ten percent of the prior year's operating budget is arrived at. When the ten percent reserve fund level is established, each contracting city will decide whether to reduce its annual operating contribution to offset the operating fund balance or contribute to sustain the ten percent reserve fund level. The reserve fund may be utilized to pay any increase in actual costs for service if a majority of the contracting cities approve by written notice to the Mound City manager. If a majority does not approve the utilization of moneys from the reserve fund, the

additional annual costs will be included in the following year's budget. The allocation of the credits or debits among the Contracting cities will be made pursuant to the basic cost formula set forth in Section 7 above.

7.05. FIRE DEPARTMENT FUNDS. To facilitate the accounting and reporting of all fire funds, a special Fund of Mound called "Area Fire Service Fund" is created and continued. All operating expenses of the Fire Department are to be paid from this Fund. Other separate Fire Department funds already in existence include, Fire Department Capital Outlay Fund (Equipment Reserve), Firemen's Relief Association Fund, and Fire Truck Bonded Indebtedness Fund. Reports on each of these Funds will be provided annually to each contracting city by Mound as soon as practicable following the end of the contract year. Reports related to these Funds are the responsibility of the Mound Finance Director/Treasurer.

7.06. DEFICIENCIES. If any of the above mentioned Funds requires additional funds prior to the next contract year, Mound will notify each contracting city of such shortage in estimated revenue and the contracting cities, by majority of all of the contracting cities, by written notice to Mound, will elect to eliminate the estimated shortfall by the transfer of amounts from the reserve fund or by payment as a part of the current year's quarterly costs set forth in Section 7.

Section 8. ARBITRATION. If a contracting city is aggrieved by a determination of Mound as to the allocation of the actual costs of the prior year's service, the contracting city may appeal that determination within 30 days after receipt of Mound's annual audit made pursuant to Section 7.02. The appeal must be made in writing and addressed to Mound asking for arbitration by a Board of Arbitration. The Board of Arbitration consists of three persons: one to be appointed by Mound; one to be appointed by the appealing contracting city; and the third to be

158 appointed by the two so selected. The name of each arbitrator selected must be submitted, in
159 writing, to the other party. In the event that the two arbitrators so selected do not appoint the
160 third arbitrator within 15 days after their appointment, the Chief Judge of the District Court of
161 Hennepin County has jurisdiction to appoint, upon application of either Mound or the appealing
162 contracting city, the third arbitrator to the Board. The third arbitrator shall not be a resident of
163 Mound or the contracting city, but must be a city manager or city administrator. The arbitrator's
164 expenses and fees, together with other expenses, not including counsel fees, incurred in the
165 conduct of the arbitration, are to be divided equally between the parties to the arbitration.
166 Arbitration is to be conducted in accordance with the Uniform Arbitration Act, Minnesota
167 Statutes, Chapter 572. The arbitration will be binding on both parties.

168 **Section 9. INCREASES IN EXPENDITURES.** The contracting cities may be heard
169 regarding any proposed expenditures by Mound that are not in the annual estimated cost budget
170 and that exceed \$25,000. Mound shall prepare written notice of such proposed and non-
171 budgeted expenditures to the contracting cities prior to actual expenditures for such items. The
172 contracting cities will thereafter have 30 days in which to approve or disapprove the same in
173 writing. Unless a majority of the Contracting cities disapproves the expenditure, it is agreed that
174 such proposed expenditure may be made and the cost thereof included in the year's budget.

175 **Section 10. FIRE DEPARTMENT RELIEF ASSOCIATION.** In accordance with the
176 provisions of Minnesota Statutes, Chapter 424A and other law, Mound has established a
177 Volunteer Firefighters' Relief Association. The contracting cities agree that it is essential that
178 the firefighters of Mound have a relief association that will provide retirement benefits to
179 compensate the firefighters for the volunteer work hours they contributed. The contracting cities
180 also realize the wisdom of contributing to this fund on a pay-as-you-go basis. The contracting

cities also recognize that as retirement levels increase that additional contribution will be required beyond the present contribution level. The retirement costs paid to the Relief Association Special Fund is to be considered as a part of the prior years operating costs. The Contracting city will continue to pay contributions at the present contribution level until and unless a majority of the contracting cities approve increased benefits and increased contributions to the Relief Association Special Fund.

Section 11. EFFECT OF CANCELATION BY MOUND. If Mound cancels this Agreement under the provisions of Section 6, for reasons other than a breach by the Contracting city, then the Fire Department Capital Outlay Fund established by Mound to purchase capital equipment will be distributed to the Contracting city on the same basis that the Contracting city has contributed to the fund using the factors contained in Exhibit B. This distribution will take place after deducting any existing debt obligations, in the form of bonds, lease purchase, or other financial obligations that have been used to purchase capital items.

Section 12. PRIOR AGREEMENTS. Notwithstanding any language herein to the contrary or the most recent contract between the parties, any credit or debit due to a Contracting city or to Mound because of such most recent contract will be payable in the year following pursuant to the contract currently in force.

Section 13. NOTICES. Written notices and communication required to be given under this Agreement are to be in writing and sent by U.S. Mail or fax addressed:

If to Mound:	City Manager Mound City Hall 5341 Maywood Road Mound, MN 55364
If to Minnetonka Beach:	City Administrator Minnetonka Beach City Hall 2945 Westwood Road, P.O. Box 146

208 Minnetonka Beach, MN 55361
209
210 If to Minnetrista: City Administrator
211 Minnetrista City Hall
212 7701 County Road 110 West
213 Minnetrista, MN 55364
214
215 If to Shorewood: City Administrator-Clerk
216 Shorewood City Hall
217 5755 Country Club Road
218 Shorewood, MN 55331
219
220 If to Spring Park: City Administrator
221 Spring Park City Hall
222 4349 Warren Avenue
223 Spring Park, MN 55384
224

225 **Section 14. EFFECTIVE DATE.** This Agreement is effective as of January 1,
226 2010.


227 **Section 15. ENTIRE AGREEMENT.** This Agreement constitutes the entire
228 Agreement between the parties and supersedes and replaces any prior agreement between the
229 parties on the same subject.

230 **Section 16. AMENDMENT.** This Agreement may be amended only with the written
231 approval of Mound and each contracting city.

CITY OF MINNETRISTA


By: _____
Its Mayor


And


By: _____
Its City Clerk

CITY OF MOUND


By: _____
Its Mayor

And


By: _____
City Manager

FIRE CONTRACT COST CALCULATION FORMULA.

I. ALLOCATION OF COSTS. Allocation of contract costs to contracting cities, are based upon four allocation and fire formula factors.

The factors are: U & V-L & V-S & P. These factors are explained and weighted as described below. The factors are not weighted equally, but together total 100% of the fire contract cost calculation formula.

- **Utilization of firefighter hours (U)** – 20% of the fire service formula and costs are based upon each contracting city's average percentage of the total firefighter personnel hours used for the most recent previous three year period.

- **Value Land (V-L)** – 20% of the fire service formula and costs are based upon each contracting city's average percent of market valuation of land from the most recent previous three year period as provided by the Hennepin County Assessor. Each contracting city's market valuation of land percentage is based upon that city's percent of the total market valuation of all the land values within the Mound Fire Department service area.

- **Value Structure (V-S)** – 30% of the fire service formula and costs are based upon each contracting city's average percent of market value of structures from the most recent previous three year period as provided by the Hennepin County Assessor. Each contracting city's market valuation of structure percentage is based upon that city's percent of the total market valuation of all the structure values within the Mound Fire Department Service Area.

- **Population of City (P)** – 30% of the fire service formula and costs are based upon each contracting city's average percent of total population in the Mound Fire Department

service area from the most recent previous three year period. The population figures are to be provided and certified by each contracting city's city clerk.

II. ALTERNATE FACILITY PAYMENTS COST ALLOCATION. If Minnetrista so elects, in accordance with Section 7.03, allocation of contract costs for Facility Payments will be based on the same factors contained in I above, except that rather than utilizing averages based on the most recent previous three year period, the average will be based on the average cost of the Facility Payments for all budget years beginning with 2004.

**JOINT COOPERATIVE AGREEMENT
AND CONTRACT FOR FIRE SERVICE**

THIS AGREEMENT, is made and entered into the 21st day of December, 2012, by and between the CITY OF ST. BONIFACIUS, a municipal corporation in the County of Hennepin and State of Minnesota, party of the first part, and the CITY OF MINNETRISTA, a municipal corporation in the County of Hennepin and State of Minnesota, party of the second part (the "Agreement").

WITNESSETH:

WHEREAS, the City of Minnetrista is desirous of having fire protection service furnished by the City of St. Bonifacius Fire Department; and

WHEREAS, the City of St. Bonifacius has the facilities and equipment and is willing and able to provide fire protection service to the City of Minnetrista; and

WHEREAS, the City of St. Bonifacius has prepared for the City of Minnetrista an annual financial budget covering bonded indebtedness, fire equipment capital outlays, annual operating costs and the Firefighters' Relief Association.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, it is agreed as follows:

1. **Definition of Terms.** For the purpose of this Agreement, the terms in this section shall have the following meanings given to them.

A. "Contract Term" shall be the period from January 1, 2013, through December 31, 2016.

B. "Contract Year" means a 12 month period during which fire protection services are to be rendered or were rendered to the City of Minnetrista by the City of St. Bonifacius. The Contract Year shall commence on January 1st and terminate on December 31st.

C. "Contracting Public Body (Bodies)" means any city or township which is a party to this Agreement or a similar contract which by its terms are interrelated with this Agreement for the purposes of determining total cost for the Contracting Public Bodies which are the City of St. Bonifacius, City of Minnetrista, Watertown Township and Laketown Township.

D. "City of St. Bonifacius Fire Department Budget" shall include all preliminary estimated and actual costs of operating the Fire Department of the City of St. Bonifacius for a given Contract Year including, but not limited to:

- Chief's Salary and Officer's Pay
- Fire Drill Pay
- Salaries
- Office Supplies
- Copy Machine
- Operating Supplies, General
- Motor Fuels
- Cleaning Supplies
- Safety Supplies
- Fire Prevention Service
- Professional Services
- Audit and Financial Services
- General Maintenance
- Communications (Radio Replacement)
- Postage
- Telephone
- Printing
- Insurance
- Electricity
- Gas Service
- Other Equipment Repair
- Building Repair
- Rental of Equipment
- Miscellaneous
- Conferences & Schools
- Dues and Subscriptions

City Office Clerical
Other Contractual Obligations
Capital Outlays
Shop & Store Transfer
Firefighters' Relief Association Payments
Bonded Indebtedness Payments
WAFTA Reserve

E. "Fire Service Area" of each Contracting Public Body shall be that area within the public body shown on (Exhibits "A" and "B" are intentionally deleted) Exhibits "C" and "D" for calendar year 2013 and thereafter.

F. "WAFTA Reserve" means the dues and reserve fund maintained in relation to potential environmental claims for the Western Area Fire Training Academy.

2. **Area Protected.** In accordance with the other terms and provisions hereof, the City of St. Bonifacius shall provide fire protection service for the City of Minnetrista during the Contract Term in the area described by parcel on Exhibit "C," and as shown on the Fire Service Area Map, Exhibit "D."

3. **Level of Service.** The City of St. Bonifacius, through its Fire Department, shall endeavor to protect and save lives and property from destruction by fire in said area to the same extent as its Fire Department does within the City of St. Bonifacius.

4. **Administrative Responsibility.** The fire protection services rendered to the Contracting Public Bodies shall be under the sole discretion of the City of St. Bonifacius. The degree of services rendered, the standards of performance, the firing and discipline of the personnel assigned, and other matters relating to regulation and policies, shall remain in the control of the City of St. Bonifacius. Any disputes between the parties to this Agreement as to the extent of functions and duties to be rendered hereunder, or the level or manner of performance of such service, shall be resolved by the City Clerk of the City of St. Bonifacius. If

the Contracting Public Body raising the dispute disagrees with the resolution, it may appeal, within forty-five (45) days, in writing, to the City of St. Bonifacius asking for arbitration, as provided in paragraph 10. The City Clerk of the City of St. Bonifacius shall submit to the Contracting Public Body a monthly report of services rendered to the Contracting Public Body as well as suggestions regarding any changes that may be helpful.

5. **Volunteer Firefighters of the City of St. Bonifacius.** Personnel assigned to provide fire protection services in the Contracting Public Body shall be volunteer firefighters of the City of St. Bonifacius; and the City of St. Bonifacius shall assume all obligations with regard to worker's compensation, Firefighters' Relief Association, withholding tax, insurance, etc. for such volunteer firefighters although such expenses shall be included in the City of St. Bonifacius Fire Department Budget. The City of Minnetrista shall not be required to furnish any of the foregoing fringe benefits or assume any other liability of employment to any employee or other person assigned to duty by the City of St. Bonifacius within the City of Minnetrista unless the City of Minnetrista employs such employee or person directly, independent of this Agreement, to provide fire protection services in the City of Minnetrista. In such event, all obligations and liabilities with respect to employment shall be the responsibility of the City of Minnetrista.

6. **Advisory Board.** A fire department advisory board has been established which is made up of representatives of the City of St. Bonifacius, City of Minnetrista, Laketown Township and Watertown Township. The purpose of the advisory board is to provide guidance and input into the operation and financing of the St. Bonifacius Fire Department and to make recommendations to the St. Bonifacius City Council. The parties agree that the advisory board

has performed a valuable role and, accordingly, the advisory board shall remain in effect and operation for the term of this Agreement.

7. **Termination.** This Agreement shall remain in full force and effect from January 1, 2013, until December 31, 2016, and shall be renewed automatically thereafter for a successive five (5) year term unless canceled by either party by serving written notice upon the Clerk of all Contracting Public Bodies by January first of the last Contract Year of the Contract Term.

8. **Cost to the City of Minnetrista.**

A. **Base Cost.** For and in consideration of rendition of fire protection services under this Agreement, the City of Minnetrista shall pay base costs determined by the formula, as illustrated below, for each Contract Year.

1. **Estimated Market Value of the Fire Service Area of Each Contracting Public Body.** The estimated market value of the Fire Service Area of each Contracting Public Body is based on taxes due and payable for the year immediately preceding the budget year. The source of the estimated market value data shall be the official figures of the Hennepin and Carver County Assessor's Departments.
2. **Level of Service for Prior Calendar Year.** The level of service for the Fire Service Area of each Contracting Public Body shall be determined by the number of fire calls, rescue calls and medical calls based on firefighter hours provided to each Contracting Public Body and the mutual aid hour allocation from paragraph 8(A)(4).
3. **Formula.** The estimated market value for, and levels of service used by each Contracting Public Body, will incorporate the estimated market value of the Fire Service Area for the year preceding the City of St. Bonifacius Fire Department Budget year and the three (3) previous years'

average of the firefighters hours provided to each Contracting Public Body. These two factors will then be balanced equally to give each participating city or township its percentage share of the City of St. Bonifacius Fire Department Budget for the upcoming year.

4. **Mutual Aid Hours.** The cost of the hours of service provided by the St. Bonifacius Fire Department on mutual aid calls shall be allocated amongst the Contracting Public Bodies based upon their respective percentage of the St. Bonifacius Fire Department total firefighter hours (not including mutual aid hours) for a given year.

5. **Preliminary & Final Costs.** By August 1st of each year during which this Agreement remains in effect, the City of St. Bonifacius shall notify each Contracting Public Body of the preliminary cost estimates for the next Contract Year. The final estimated cost shall be paid in equal quarterly installments on January 1st, April 1st, July 1st and October 1st of the next Contract Year by the Contracting Public Body to the City of St. Bonifacius.

B. **Annual Audit and Review.** The City of Minnetrista understands and agrees that it is impossible to project with complete accuracy the actual costs for labor and equipment as well as the service to be required by each city or township for the forthcoming Contract Year, and therefore hereby agrees to a yearly audit to adjust the prior year's estimated cost of service as set forth above to the actual costs incurred by the City of St. Bonifacius. On or before April 1st of each year, the City of St. Bonifacius will tabulate the actual cost of operating its Fire Department based on the expense categories included in the City of St. Bonifacius Fire Department Budget for the prior Contract

Year and will submit to each Contracting Public Body a summary of actual costs. The actual costs set forth for the prior Contract Year may result in either a credit or a debit to each Contracting Public Body. If a surplus is carried over from the prior year, paid monies shall be placed in a fund (the "Contract Reserve Fund"). Said Contract Reserve Fund shall be accrued until a fund balance equal to ten percent (10%) of the prior year's Operating Budget (Operating Budget is the City of St. Bonifacius Fire Department Budget less budgeted payments for capital outlay, bonded indebtedness and firefighters' relief) is attained. Once the ten percent (10%) Contract Reserve Fund level is established, the Contracting Public Bodies will decide whether to reduce their annual operating payment to offset the Contract Reserve Fund balance in excess of ten percent (10%) of the Operating Budget or contribute to keep it at or over the ten percent (10%) Contract Reserve Fund level. The Contract Reserve Fund may be utilized to pay any increase of services if a majority of all Contracting Public Bodies approve. If a majority does not approve, the annual cost payments shall be paid in an amount equal to one hundred percent (100%) of that year's final estimated costs. The allocation of the credit or debit shall be made pursuant to the basic cost formula set forth above.

9. **Designated Funds.** In order to facilitate the accounting and reporting of all fire funds, a special fund of the City of St. Bonifacius called the "Area Fire Service Fund" has been created. All operating expenses shall come from this fund. Other separate funds of the City of St. Bonifacius already in existence include: "Contract Reserve Fund," "Fire Department Capital Outlay Fund" (Equipment Reserve), "Firefighters' Relief Association Fund," "WAFTA" and "Bonded Indebtedness Fund." Reports on each of these funds will also be provided to each Contracting Public Body by the City of St. Bonifacius, annually following the Contract Year. At termination of this Agreement, only each Contracting Public Body's pro rata share of the Contract Reserve Fund (subject to adjustment for final Contract Year as provided in paragraph 8[B]) shall be returned to each Contracting Public Body.

10. **Funding and Dispute Resolution.** If any of the above-mentioned funds, for whatever reason, shall become delinquent and require additional funds prior to the next Contract Year, each Contracting Public Body shall be notified of such shortage in estimated revenue and the contracting parties, by majority of all of the Contracting Public Bodies, shall vote to transfer from the Contract Reserve Fund or to pay as a part of the current year's quarterly costs set forth in paragraph 8 above.

A. **Arbitration.** If the Contracting Public Body is aggrieved by the determination of the City of St. Bonifacius as to the allocation of the actual costs of the prior year's service, the Contracting Public Body may appeal said determination within thirty (30) days after receipt of the City of St. Bonifacius' audit. Said appeal shall be made in writing and shall be addressed to the City of St.

Bonifacius asking for arbitration by a Board of Arbitration. The Board of Arbitration shall consist of three (3) persons: one to be appointed by the City of St. Bonifacius; one to be appointed by the appealing Contracting Public Body; and the third to be appointed by the two so selected. The name of each arbitrator selected shall be submitted, in writing, to the other party. In the event that the two arbitrators so selected do not appoint a third arbitrator within fifteen (15) days after their appointment, the Chief Judge of the District Court of Hennepin County shall have jurisdiction to appoint, upon application of either the City of St. Bonifacius or the appealing Contracting Public Body, the third arbitrator to the Board. The third arbitrator selected shall not be a resident of the Contracting Public Body, and shall be a city manager or city administrator. The arbitrator's expenses and fees, not including legal counsel fees incurred in the conduct of the arbitration, shall be divided equally between the parties to the arbitration. Arbitration shall be conducted in accordance with the Uniform Arbitration Act, Chapter 572 of the Minnesota Statutes. Said arbitration shall be binding on both parties.

B. Capital Expenditures and/or Interim Increases in the Funds.

Notwithstanding any of the above, the Contracting Public Bodies shall have the right to be heard regarding any proposed capital

expenditures which are not in the annual estimated cost budget and which exceed \$5,000.00 and/or interim increases in the funds not otherwise included in the annual budget. Notice of such proposed and non-budgeted capital expenditures and/or interim increases in funds shall be in writing to the Contracting Public Bodies prior to actual expenditures for such items and the Contracting Public Bodies shall thereafter have forty-five (45) days in which to approve or disapprove the same in writing; and if there is no response which disapproves the expenditure, it is agreed that such proposed expenditures may be made and the cost thereof shall be included in that year's budget.

C. Firefighters' Relief Association. The Contracting Public Bodies agree that it is important that the volunteer firefighters of the City of St. Bonifacius have a relief association that will provide retirement benefits after retirement to compensate the firefighters for all the volunteer hours they contributed. The Contracting Public Bodies also realize the wisdom of contributing to this fund on a pay as you go basis. The Contracting Public Bodies also recognize that as retirement levels increase, additional contributions will be required beyond the 2012 contribution level. The retirement costs paid to the Firefighters' Relief Association shall be considered as a part of the prior year's

operating costs. 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.

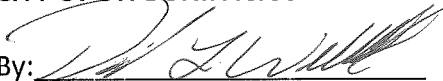
D. Prior Contract. Notwithstanding any language herein to the contrary, or in prior contracts between the parties, any credit or debit due to a Contracting Public Body or to the City of St. Bonifacius on account of prior agreements and contracts for fire protection between the parties shall be payable in the following year.

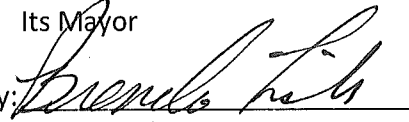
11. Insurance and Indemnity. The City of St. Bonifacius agrees to defend and indemnify the City of Minnetrista against any claims brought or actions filed against the City of Minnetrista or any officer, employee or volunteer of the City of Minnetrista for injury to, death of, or damage to the property of, any third person or persons arising from the performance and provision of the obligations of the City of St. Bonifacius assumed pursuant to this Agreement.

Under no circumstances, however, shall either party to this Agreement be required to pay on behalf of itself and the other party any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all parties may not be added together to determine the maximum amount of liability for any party.

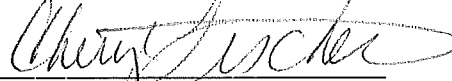
The intent of this section is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

CITY OF ST. BONIFACIUS

By: 
Rick Weible
Its Mayor

By: 
Brenda Fisk
Its City Clerk

CITY OF MINNETRISTA

By: 
Cheryl Fischer
Its Mayor

By: 
Mike Funk
Its City Administrator

<http://clients.intranet.mhslaw.com/5/17950/draft documents/joint cooperative agree 2012 minnetrista 12.18.12.docx>

EXHIBIT "C"

EXHIBIT "D"

FIRE SERVICE AREA MAP

PUBLIC SAFETY SERVICES AGREEMENT BETWEEN
CITIES OF MINNETRISTA AND ST. BONIFACIUS

This is an Agreement between the CITY OF MINNETRISTA, a Minnesota municipal corporation ("Minnetrista") and the CITY OF ST. BONIFACIUS, a Minnesota municipal corporation ("St. Bonifacius"). This Agreement is made and entered into this 4TH day of October, 2006 and shall commence on January 1, 2007.

I. PURPOSE

Minnetrista and St. Bonifacius have the power within their respective cities to provide for the prevention of crime, police protection, and emergency management. Under Minnesota Statutes Section 471.59 and Section 12.25, subdivision 5, the cities may, by agreement, provide for the exercise of the police power and emergency management by one city on behalf of the other city.

This Agreement sets forth the terms and conditions under which Minnetrista will provide police, animal control and community service officer services, and emergency management coordination services for St. Bonifacius. Minnetrista will have full authority and responsibility to provide services in accordance with all enabling legislation under the laws of the State of Minnesota and the ordinances of St. Bonifacius. Minnetrista will provide feedback to the St. Bonifacius City Council on a regular and timely basis and establish a communication advisory committee whose members come from both cities, and whose purpose is to review, monitor, and support a successful relationship between the two cities under this Agreement.

II. SERVICES

Minnetrista has agreed to provide St. Bonifacius with 24 hour public safety service. The level and delivery of service provided to St. Bonifacius will be comparable to the level and delivery of service provided in Minnetrista.

III. LEVEL OF SERVICES

During the term of this Agreement, Minnetrista will provide to St. Bonifacius the same quality of public safety service extended to persons and property within Minnetrista, and which shall include, but not be limited to, the services herein described:

24 Hour Patrol Services. The City of St. Bonifacius will receive the same quality of patrol service as provided in Minnetrista with random patrolling of all residential, business and public property areas.

Animal Control and Community Service Officer Services. Enforcement of laws, impounding of animals and removal of offal.

Ordinance Enforcement. Enforcement of all appropriate and related St. Bonifacius ordinances with the exception of enforcement of St. Bonifacius's zoning code.

Crime Prevention Programs. Minnetrista will organize crime prevention programs available to St. Bonifacius residents that encourage community involvement and investment in the city.

Emergency Management. Minnetrista's Public Safety Director/Police Chief will be the Director of Emergency Management and will coordinate emergency plans for the City of St. Bonifacius.

IV. PAYMENT FOR SERVICES

A. Annual Public Safety Service

In consideration for providing public safety services specified in this Agreement, St. Bonifacius agrees to pay an annual service fee to Minnetrista. The service fee shall be determined by using the most recent Total Tax Capacity numbers published by Hennepin County for Minnetrista and St. Bonifacius ("TC"). In the event that these numbers are no longer available, the service fee shall be determined by using the most recent Taxable Market Value numbers published by Hennepin County for Minnetrista and St. Bonifacius in place of the TC numbers.

The annual service fee shall be calculated as follows. The most recent TC for St. Bonifacius and Minnetrista shall be added together. The St. Bonifacius TC shall be divided by total to establish the TC percent. The service fee to be paid by St. Bonifacius shall be the St. Bonifacius TC percent of the Public Safety Services Agreement budget amount.

The Public Safety Services Agreement budget amount is established by adding the annual operations budget of the Public Safety Department and annual Capital Improvement Plan together, then subtracting the budgeted public safety income and specific Minnetrista expenses (which include outdoor warning sirens and their maintenance and kennel expenses).

Formula showing the Contract Budget and Service Fee for 2007:

<i>Public Safety Operations</i>	<i>\$1,492,963</i>	
<i>CIP</i>	<i>+ \$ 173,808</i>	
<i>Total</i>	<i>\$1,666,771</i>	
<i>Less Police Income and Minnetrista Specific Expenses</i>	<i>-\$ 150,600</i>	<i>Income: 138,600</i> <i>Expenses:</i> <i>Kennel: 6,000</i> <i>Siren Maint. 6,000</i> <i>150,600</i>
<i>Contract Budget</i>	<i>\$1,516,171</i>	
<i>St. Bonifacius TC %</i>	<i>15.9 %</i>	
<i>2007 Service Fee</i>	<i>\$ 241,071</i>	

** Each year the same formula with update numbers will be applied.*

Minnetrista shall provide the amount of the maximum annual service fee to St. Bonifacius on or before August 15th of each year preceding the next contractual year. This amount shall be the maximum annual service fee for the next contractual year. The maximum annual service fee shall be established using a preliminary draft budget and applying the TC formula. Once the final budget is adopted by the Minnetrista City Council, the TC formula shall be applied to the final budget and the actual annual service fee shall be established. The actual annual service fee shall not exceed the maximum annual service fee. Minnetrista shall provide St. Bonifacius with a copy of its preliminary Public Safety Department Budget within five days of the date required by Minnesota Statutes Chapter 275 for adoption by the City Council of the proposed property tax levy. An informational presentation on Minnetrista's Public Safety Department Budget will be given by Minnetrista to the Communications Advisory Committee at the Committee's October meeting each year. Minnetrista shall provide St. Bonifacius with a copy of its final Public Safety Department budget upon adoption of the final Budget by the Minnetrista City Council.

B. Annual Public Safety Facility Debt Fee

St. Bonifacius agrees that it will share in the costs for the construction of Phase 1 of Minnetrista's public safety facility building. Phase 1 shall include Minnetrista's costs related to the construction of an up to a 10,000 square foot public safety building, furnishings for the building and an up to a 3,000 square foot garage. St. Bonifacius is not obligated to participate in Phase 2 of this project or share in costs related to additional space for Phase 1 greater than amounts set forth in this Agreement.

In the event Phase 1 of the public safety facility is constructed by Minnetrista during the term of this Agreement, or subsequent terms of this Agreement, St. Bonifacius agrees to pay Minnetrista an annual facility debt fee for its portion of the costs for this facility. This annual facility debt fee shall be required to be paid by St. Bonifacius on a quarterly basis until the facility debt is paid in full. The debt may be payable on a 10, 15 or 20 year schedule as determined by Minnetrista.

The annual facility debt fee to be paid by St. Bonifacius shall be calculated by using the most recent Total Tax Capacity numbers published by Hennepin County for Minnetrista and St. Bonifacius ("TC"). In the event that these numbers are no longer available, the facility debt fee shall be determined by using the most recent Taxable Market Value numbers published by Hennepin County for Minnetrista and St. Bonifacius in place of the TC numbers.

The most recent TC for St. Bonifacius and Minnetrista shall be added together. The St. Bonifacius TC shall be divided by the total to establish the TC percent. The annual facility debt service fee to be paid by St. Bonifacius shall be the St. Bonifacius TC percent of the total Phase 1 facility debt (including any interest) existing on January 1st of that year.

The total Phase 1 facility debt amount used to determine St. Bonifacius's annual facility debt fee shall not exceed a principal amount of \$2,000,000 even if the total Phase 1 facility construction costs exceed \$2,000,000. St. Bonifacius shall be required to pay any interest on the principal amount.

Formula Showing the Annual Facility Debt Fee to be Paid by St. Bonifacius:

<i>Phase 1 Public Safety Facility Project Cost:</i>	<i>\$2,000,000</i>
<i>Tax Capacity Percent:</i>	<i>x 15.9%</i>
<i>Total St. Bonifacius Facility Debt to Minnetrista</i>	<i>\$318,000</i>

St. Bonifacius shall not have any ownership interests in the Phase 1 public safety building and upon termination of this Agreement, Minnetrista shall not be required to return to St. Bonifacius any of the facility debt fee payments made by St. Bonifacius. In the event of a sale of the Phase 1 facility, Minnetrista shall be entitled to all of the sale's proceeds.

V. METHOD OF PAYMENT

St. Bonifacius agrees to pay the annual service fee to Minnetrista in four annual quarterly installments in equal amounts. All quarterly annual service fee payments shall be made to the Minnetrista by the 10th of the month in the following months each year: January, April, July, and October. The annual facility debt fee shall be paid by St. Bonifacius no later than fifteen days prior to the due date of the bond payments. Upon receiving the due date of each bond payment, Minnetrista shall notify St. Bonifacius of this date.

VI. LIABILITY

Minnetrista shall be responsible for all liability incurred as a result of the actions of Minnetrista Police Officers under this Agreement and shall hold St. Bonifacius, its officials and employees harmless for any liability resulting from actions of a Minnetrista Public Safety Department employee and shall defend St. Bonifacius, its officials and employees, against any claim for damages arising out of Minnetrista's performance of this Contract.

VII. ADMINISTRATIVE RESPONSIBILITY

The public safety services rendered to St. Bonifacius shall be under the sole direction of Minnetrista. The degree of services rendered, the standards of performance, the hiring and discipline of officers assigned, and other matters relating to regulations and policies related to officer employment, services and activities shall remain within the exclusive control of Minnetrista. St. Bonifacius shall immediately report any complaints that it receives concerning public safety services to Minnetrista's Director of Public Safety.

VIII. COMMUNICATION ADVISORY COMMITTEE

A Communication Advisory Committee ("Committee") shall be established by Minnetrista and St. Bonifacius. The Committee's members shall consist of the Minnetrista Public Safety Director/Police Chief, the mayors from both cities, Minnetrista's City Administrator and St. Bonifacius's Clerk-Treasurer. The Committee shall meet quarterly to ensure the public safety service is meeting the expectations of both cities.

Minnetrista shall make an annual presentation to the Committee on the year's preliminary Public Safety Department Budget at the Committee's October meeting.

Additional regular Committee agenda topics may also include, but are not limited to, quarterly activity reports, service updates, special events and/or programs. Terms and conditions of this Agreement may also be reviewed by the Committee. The Committee may make recommendations of amendments to this Agreement to Minnetrista and St. Bonifacius.

Minutes shall be taken at all Committee meetings.

Timely resolution of service concerns and/or agreement issues are very important. All issues concerning the services being provided pursuant to this Agreement shall be reported to the Director of Public Safety immediately but no later than 24 hours after they have been received. Service disputes will be reviewed and resolved by the Director of Public Safety. However, should service disputes not be resolved, they shall be resolved in accordance with the procedure stated in Section XVIII of this Agreement. If necessary pursuant to Section XVIII of this Agreement, the Committee may call special meetings to attempt to resolve these disputes.

IX. COMMUNICATIONS, EQUIPMENT, AND SUPPLIES

Minnetrista shall furnish all communication equipment and any necessary supplies required for its Public Safety Department personnel to perform the services which are to be rendered pursuant to this Agreement.

X. COOPERATION AND ASSISTANCE AGREEMENTS

St. Bonifacius shall be included in all cooperative agreements entered into by the Minnetrista Public Safety Department with other public safety and emergency management units. Minnetrista agrees that it will not enter into any agreement for services with other communities which may adversely impact any services provided in this Agreement to St. Bonifacius.

XI. HEADQUARTERS

Headquarters for services rendered to St. Bonifacius under this Agreement shall be located at offices owned or leased by Minnetrista. The citizens of St. Bonifacius shall notify those headquarters, or Hennepin County radio dispatch for services requested either in person or by some other means of communication.

XII. OFFICERS, EMPLOYEES OF THE CITY OF MINNETRISTA

All Minnetrista Public Safety Department employees are employees of Minnetrista; therefore, all obligations with regard to workers' compensation, PERA, withholding tax, insurance and similar personnel and employment matters shall be the obligation of Minnetrista. St. Bonifacius shall not be required to furnish any fringe benefits or assume any other liability of employment to any Minnetrista Public Safety Department employee.

XIII. ENFORCEMENT POLICIES

Minnetrista Public Safety Department policies shall prevail as the enforcement policies within St. Bonifacius.

XIV. ENFORCEMENT OF LAWS AND ORDINANCES OF ST. BONIFACIUS

Minnetrista Public Safety Department officers and staff shall enforce St. Bonifacius' ordinances and all other applicable and/or appropriate federal and State laws, to the extent appropriate for enforcement by police officers, with the exception of St. Bonifacius's zoning code.

XV. OFFICERS AUTHORITY

Minnetrista Public Safety Department officers and staff shall be provided with authority to enforce the laws of St. Bonifacius as well as other federal and State laws that are applicable and/or appropriate.

XVI. PROSECUTION

St. Bonifacius shall be responsible for paying all costs of prosecution of all offenses charged within its boundaries or under its ordinances, including corrections and other related fees.

XVII. FINE REVENUES

All fines collected by the courts, cities or other agents shall remain the funds of the city where the violation occurred. All proceeds from drug, DUI, or other police forfeiture assets shall be retained by Minnetrista.

XVIII. DISPUTE RESOLUTION AND ARBITRATION

In the event that a dispute arises under this Agreement, the following procedure shall be followed in an attempt to resolve the dispute prior to the parties commencing arbitration.

A. Dispute Resolution Procedure:

1. Step 1. Disputes relating to services being provided under this Agreement

shall be first be brought to the immediate attention of the Public Safety Director for resolution. Disputes relating to financial or other terms of this Agreement shall be first brought to the immediate attention of the Minnetrista City Administrator for resolution.

2. Step 2. If the dispute remains unresolved after proceeding through Step 1, it shall be brought before the Communication Advisory Committee for resolution.
3. Step 3. If the dispute remains unresolved after proceeding through Step 2, it shall be brought before the city councils of both parties in a joint city council meeting for resolution.

B. Arbitration.

If the dispute remains unresolved after proceeding through all of the above steps, the party may submit the dispute to binding arbitration. The parties shall select an arbitrator that is mutually agreed upon by the parties. If the parties are unable to agree on an arbitrator, they shall each select an arbitrator for a panel and the two arbitrators selected shall select a third arbitrator. Arbitration shall be completed no later than sixty days from the date that the dispute is submitted to arbitration. The city requesting arbitration shall be responsible for all costs and fees associated with the arbitration. The arbitrator(s) shall not be empowered to terminate this Agreement under any circumstances. Minnetrista's preliminary or final Public Safety Department Budget shall not be subject to review or interpretation by the Communication Advisory Committee or any arbitrator(s).

XIX. TERMS OF AGREEMENT

This Agreement is for a term of ten years, effective on January 1, 2007 and terminating on December 31, 2016 unless there is a Phase 1 facility debt. This Agreement shall automatically renew for an additional ten year term on January 1, 2017. Either party may decline to renew this Agreement by submitting written notification of its intent not to renew this Agreement to the City Clerk of St. Bonifacius and/or the City Administrator of Minnetrista at least thirteen months before December 31, 2016. If proper notice is given, then this Agreement shall terminate on December 31, 2016.

If there exists a Phase I facility debt on December 31, 2016, the Agreement shall remain in effect until December 31st of the year when the entire amount of the Phase 1 facility debt is paid. This Agreement shall then automatically renew for an additional ten year term on January 1st of the subsequent year. Either party may decline to renew this Agreement by submitting written notification of its intent not to renew this Agreement to the City Clerk of St. Bonifacius and/or the City Administrator of Minnetrista at least thirteen months before December 31st of the year that the Phase 1 facility debt will be paid in full. If proper notice is given, then this Agreement shall terminate on December 31st of that year. If no notice is given, this Agreement shall automatically renew for an additional ten year term.

XX. AMENDMENT.

This Agreement constitutes the entire Agreement between the parties, and no other agreement prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth or incorporated herein. Any purported amendment to this Agreement is not effective unless it is in writing and executed by both parties.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE SET FORTH BELOW.

CITY OF ST. BONIFACIUS

By: _____

Mayor

By: _____

City Clerk-Treasurer

Date: _____

10/4/06

CITY OF MINNETRISTA

By: _____

Mayor

By: _____

City Administrator

Date: _____

10/17/06

CITY OF MINNETRISTA
STRATEGIC PLANING SESSION



Subject: City Facility Updates
Prepared By: Jasper Kruggel, City Administrator
Meeting Date: February 22, 2024

The intent of this strategic planning discussion item is related to the City Hall building and the Public Works buildings located on the City of Minnetrista Municipal Campus.

Annually in the City of Minnetrista Capital Improvement Plan (CIP) we have a general item usually around three years out for City Hall improvements. These improvements are related to the general upkeep of normal wear and tear items of the facility, along known improvement needs such as Americans with Disabilities Act (ADA) needs. Admittedly this number is a staff estimated as a facility study and feasibility analysis are required to get these numbers closer to actual costs.

The Public Works buildings currently located on the City of Minnetrista Municipal Campus are nearing storage capacities due to the community growing and the equipment and personnel needs following suit. The current facility size is adequate, but in the near future, equipment such as plow trucks and implements may need to be stored outside, reducing the useful life of those items. Public Works Director Gary Peters would like to discuss needs and timelines directly with City Council regarding the Public Works Department needs.

These two items are not mutually exclusive and have been combined as a facility need for the City. Staff would like to solicit discussion from the group, and start the conversation about timing, process, and funding for some of the City of Minnetrista facility needs.

<p><u>Recommended City Council Action:</u> Staff would like to engage the City Council in conversations about the facility needs of the City of Minnetrista Municipal Campus.</p>
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Does Recommended Action meet City Mission Statement?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Does Recommended Action meet City Goals/Priorities?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Mission Statement:

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

CITY OF MINNETRISTA
STRATEGIC PLANNING SESSION



Subject: Other Topics
Prepared By: Jasper Kruggel, City Administrator
Meeting Date: February 22, 2024

Through the strategic planning survey that was sent out, there were a variety of other topics brought up by the City Council. The intent of this agenda item is to acknowledge those items and provide a brief update to help facilitate a discussion.

Consent Agenda Items

A council member brought up how items are placed on the consent agenda vs. business portion of the regular meeting agenda. Below are some “rules” staff follow to help guide this process.

- Consent agenda items typically include business as usual/routine items.
- Consent agenda items may include items that have been previously discussed and are ready for formal approval.
- All ordinances will be on business items.
- If a subcommittee (Planning Commission, Parks Commission, Personnel Committee) unanimously recommends an item for approval, the item may be placed on consent unless determined otherwise by staff or council.
- Any item that is brought to the attention of the City Administrator or staff prior to the packet going out will be proactively moved from consent to business.
- Any single City Council member can move an item from consent to business during the approval of the agenda at the meeting.

Stormwater Pond Maintenance

There will be an update in June of 2024 regarding stormwater pond scores and strategy to maintain these facilities. The City is currently contemplating how to address stormwater pond maintenance in areas of need, where the development agreement is silent, or the homeowner’s association has been disbanded. Options include assessing property owners, building the cost into the citywide stormwater utility, or having this homeowner’s association pay directly for any pond maintenance.

Broadband Options for Areas with Existing Infrastructure

The question was asked what we as a City can do to entice existing broadband providers to duplicate services in existing areas within the City of Minnetrista.

The Midco project was completed in 2023 and has made broadband available to nearly 500 underserved residents in Minnetrista. Following the project, Minnetrista is no longer considered an unserved or underserved community. Our focus now becomes encouraging providers to upgrade their existing infrastructure to provide higher internet speeds, as well as executing additional water tower lease agreements with wireless internet providers to offer additional options for residents.

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Staff have had conversations with Midco about expanding their network to other areas of Minnetrista. At this time, they are not interested, but staff will continue to keep in touch and propose areas of build-out. Staff has also reached out to Xfinity/Comcast, CenturyLink, and other providers, but unfortunately because Minnetrista is largely served by Midco and Mediacom, they aren't interested in introducing dual infrastructure due to the high costs of infrastructure development. One option would be for the City to subsidize these overlays, but likely that option is not feasible due to cost.

Board and Commission Recognition Event

There was a request to discuss the option to have an annual board and commission recognition event. Many municipalities host an event that gives appreciation to board and commission members. This event typically consists of a meal and a program giving the volunteers thanks for their time and effort. These types of events do cost money, but the City does not have statutory authority to expend funds for this exercise. One option is for cities to reach out to consultants for contributions for this event, so that tax dollars are not used, following state statute. Staff would like to solicit a discussion about this and direction on how to proceed.

Financial Software

One of the needs identified by staff and discussed with City Council is the need for new financial software in the next 3-5 years. New financial software touches every department through accounts payable, accounts receivable, general ledger, utility billing, and permits. New financial software also requires a level of financial planning as the cost is estimated to be between \$150,000 and \$250,000 depending on the software chosen. This topic is intended to facilitate a discussion on how the City Council would like staff to budget for this expense, and for an open dialog to occur about timing.

Monthly Utility Billing

Monthly utility billing was a topic discussed during our water supply challenges as a way to communicate more frequently with customers during high usage periods. Staff have developed a way of communicating with residents by doing monthly water meter reads during the third quarter period. Any customers that are trending toward using over 100,000 gallons of water in that quarter received a postcard alerting them of their high usage. This proactive measure reduced calls from customers after the third quarter billing period by an estimated 90%. Staff would like to engage the City Council and have an open dialog about the timing and cost related to transitioning to monthly billing. Staff has estimated an additional 0.85 full-time employee is needed to transition to monthly billing, assisting with the processing of bills and additional customer service requirements. Staff are looking for budgetary direction on if this is something the City would like to do in 2025 or continue with the current quarterly billing model through 2025 and reassess for fiscal year 2026.

Recommended City Council Action: Staff would like to engage the City Council in conversations about the topics listed above. If we run out of time at the strategic planning meeting, these topics can be included as future work session topics as directed by the City Council.

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

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