



**CITY COUNCIL MEETING AGENDA**  
**March 18, 2024**  
**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, Director of Public Safety Paul Falls, Director of Administration Allie Polsfuss, Director of Public Works Gary Peters and City Clerk Ann Meyerhoff Consultants: City Attorney Sarah Sonsalla, Kennedy & Graven and City Engineer Alyson Fauske, WSB Engineering
- c) Approval of Agenda

**2) Special Presentations**

**3) Persons to Be Heard**

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

**4) Consent Agenda**

- a) Approve Work Session Meeting Minutes from February 21, 2024
- b) Approve City Council Regular Meeting Minutes from February 21, 2024
- c) Res. No. 10-24 Approve Claims
- d) Approve Property Lease Agreement for Trista Fields
- e) Approve Conditional Offer Letter for Miguel Montes De Oca, Public Works Maintenance Worker
- f) Accept the Resignation of Jonathan Geyen, Public Works Maintenance Worker effective March 22, 2024.
- g) Approve Summary from City Administrator Performance Review
- h) Approve Amendment to Public Works 2024 Equipment Capital Improvement Project
- i) Approve Capital Improvement Equipment Purchase
- j) Award Street Sweeping Services to Carefree Services, inc.
- k) Award Park Trail Overlay Paving to JBT Blacktopping
- l) Woodland Cove 11<sup>th</sup> Addition
  - i. Res. No. 11-24 Approve 3<sup>rd</sup> Amendment to Master Development Agreement
  - ii. Res. No. 12-24 Approve Final Plat of Woodland Cove 11<sup>th</sup> Addition
  - iii. Res. No. 13-24 Approve Subdivision Agreement for Woodland Cove 11<sup>th</sup> Addition

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

- m) Woodland Cove 12<sup>th</sup> Addition
  - i. Res. No. 14-24 Approve Final Plat of Woodland Cove 12<sup>th</sup> Addition
  - ii. Res. No. 15-24 Approve Site Plan for Lot 1, Block 1, Woodland Cove 12<sup>th</sup> Addition
- n) Res. No. 16-24 Approve Change Order 2 for City Project 01-2023 Street Reconstruction and Utility Improvement Project
- o) Res. No. 17-24 Approve Professional Services for Pavement Management Plan

## **5) Public Hearings**

## **6) Business Items**

- a) Authorize City Councilmembers for Fire District Subcommittee
- b) Res. No. 18-24 Regarding Various Housing Bills
- c) City Project 01-24 2024 Street Improvement Project
  - i) Res. No. 19-24 Accept Bids and Award Contract
  - ii) Res. No. 20-24 Approve Professional Services Agreement for Construction Administration
- d) Res. No. 21-24 City Project 02-24 Pavement Maintenance Project
  - i) Approve Professional Services Agreement for Design Bidding and Construction Administration
  - ii) Authorize the Preparation and Distribution of Quote Packages.

## **7) Administrative Items**

- a) Staff Reports
  - i) City Clerk- PNP Elections Report
  - ii) City Administrator- Upcoming Events
- b) Council Reports
  - i) Mayor Lisa Whalen – *Economic Development Authority; Planning Commission (rotating); Parks Commission (rotating); Public Safety Advisory Committee; Northwest Hennepin League of Municipalities; Regional Council of Mayors; Minnehaha Creek Watershed District; Mound Fire Advisory Committee (alternate); Westonka Community & Commerce*
  - 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); Personnel Committee; Pioneer-Sarah Creek Watershed Management Commission (alternate)*
  - 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; Gillespie Center Advisory Council*

## **8) Adjournment**



**CITY COUNCIL  
WORK SESSION MEETING MINUTES  
February 21, 2024**

**1) Call to Order**

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

**Roll Call of Attendees:**

Present: - Council: Mayor Whalen, Cathleen Reffkin, Ann MacGregor, Peter Vickery, Claudia Lacy; Staff: City Administrator Jasper Kruggel, Community Development Director David Abel, Administration Director Allie Pollfus, Public Works Director Gary Peters, City Clerk Ann Meyerhoff, City Attorney Sarah Sonsalla. City Engineer Alyson Fauske

**2) Communications from 2023 Road Projects**

City Engineer Fauske updated the Council on the communications from the 2023 Road Projects. Public engagement went well on all 3 road projects. Alyson Fauske gave an overview of the different types of inquiries. Going forward WSB want to continue this to streamline communication and provide quality service. Communication includes a newsletter that gets sent out at the start of projects, updates on the website and neighborhood meetings.

**3) Counting Write-In Votes for Local Elective Office**

Council had a discussion about passing a resolution to require anyone who wants to run a write in campaign would have to register with the city. Council members decided that they did not want to proceed at this time. All write in votes will be counted on Election night.

**4) Closed session- pursuant to Minnesota Statutes Section 13D.05, subdivision 3(b) to discuss matters protected by the attorney-client privilege relating to commencing a legal action related to business operations on the property located at 1195 and 1205 Sunnyfield Road, Minnetrista**

Motion by Reffkin, seconded by MacGregor to go into closed session.  
Motion Reffkin, seconded by Lacy to go back into open session.

**5) Adjourn**

Motion by Reffkin, seconded by MacGregor to adjourn at 6:30 p.m.



## **CITY COUNCIL MEETING MINUTES**

### **February 21, 2023**

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

Mayor called the meeting to order at 7:00 p.m.

##### **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 and City Clerk Ann Meyerhoff Consultants: City Attorney Sarah Sonsalla, Kennedy & Graven and City Engineer Alyson Fauske, WSB Engineering

##### **c) Approval of Agenda**

Motion by Reffkin, seconded by Vickery to approve the agenda.

Motion passed 5-0.

#### **2) Special Presentations**

a) Brian Grimm gave the 4<sup>th</sup> Quarter 2023 Financial Update.

#### **3) Persons to Be Heard**

Becky Hahn, 5990 Sunnyfield Rd, addressed the Council about her concerns with the recent school referendum.

Mayor Whalen explained that that city and school board are separate governing bodies so the city does not have any control of what the school board does.

Jack Perry, Taft Law Firm, addressed the Council about a dispute on Hardscrabble. Council directed staff to put this issue on the work session for March 18<sup>th</sup> to look at and discuss.

#### **4) Consent Agenda**

- a) Approve City Council Regular Meeting Minutes from February 5, 2024
- b) Res No. 8-24 Approve Claims
- c) Res. No. 9-24 Reimbursement Resolution for Wells Project
- d) Authorize Mayor and Clerk to Sign Easements for Metropolitan Council over City Property
- e) Award Park Court Resurfacing
- f) Approve Renewal of Professional Services Agreement with LE-AST for Law Enforcement Wellness Services

Motion by Vickery, seconded by MacGregor to approve Consent agenda.

Motion passed 5-0

#### **5) Public Hearings**



## **6) Business Items**

### **a) Res No. 10-24 Approve Proposal for the Pavement Management Work Plan**

City Engineer Fauske stated that pavement condition inspections are typically performed every three to five years so that staff has updated information to use when recommending potential street improvement projects. The last Pavement Management Work Plan is dated September 21, 2021 and is based on data collected in 2021.

The proposed Pavement Management Work Plan includes the following:

1. Update the City's pavement management database to the PAVER software, such as adding street segments constructed, reconstructed or overlaid since 2021.
2. Perform detailed inspections of the City's paved roadways to input distress data into the PAVER program and determine the Pavement Condition Index (PCI). A newly constructed street has a PCI of 100 and a completely deteriorated street has a PCI of 0.
3. Pavement Summary and Report Update with maps that illustrate the PCI's a spreadsheet with detailed information on the street sections, and recommended pavement activities.
4. Pavement Analysis to optimize budget and roadway system performance.
5. Provide recommendations for a 5-year Capital Improvement plan.

Fauske explained that the City's engineering staff utilizes the Pavement Work Plan to develop the City's Capital Improvement Plan for Streets, which includes a more robust budget that includes street casting adjustments, estimated curb replacement, anticipated drainage improvements, and estimated sanitary sewer and watermain repairs.

Council and Staff had a discussion on the time frame of executing this plan and what effects it would have to projects already planned. Mill and overlay vs. reclamation is what the data from the plan will determine.

Mayor Whalen tabled the item to further discuss at the Strategic Planning meeting.

## **7) Administrative Items**

### **a) Staff Reports**

#### **i) Elections Update**

- Presidential Primary is Tuesday, March 5, 2024. Polls will be open 7:00 am – 8:00 pm.

#### **ii) Future Agenda Items/Staff Updates**

- Community Development Director David Abel gave a quick update on the school projects.
- Ribbon cutting April 1 9:00 a.m. for Fitness/Wellness room

### **b) Council Reports**

#### **i) Mayor Lisa Whalen –**

- Parks Commission meeting
- Regional Council Mayors meeting (climate change from DNR)

- Public Safety Meeting
- Northwest League meeting
- VIP opening of Mackenthuns,
- State of the City – May 7<sup>th</sup>, Trista Day – May 18<sup>th</sup>  
City Bus Tour – June 4<sup>th</sup>
- ii) Cathleen Reffkin
- iii) Ann MacGregor
- iv) Peter Vickery –
  - Watershed district meeting
- v) Claudia Lacy –
  - Gillespie Center has a new interim director.
  - Westonka community blood drive tomorrow

**7) City Administrator Performance Review – Closed Session pursuant to MN § 13D.05, Subd. 3 (a) to evaluate the performance of an individual who is subject to its authority.** *(Materials for this item will be sent directly to Council members in a separate email.)*

Motion by Vickery, seconded by Reffkin to go into Closed Session at 8:17 p.m.

Motion by Reffkin, seconded by MacGregor to go back to open session at 8:22 p.m.

**9) Adjournment**

Motion by Reffkin, seconded by Vickery to adjourn the meeting at 8:23 p.m.

Motion passed 5-0.

**RESOLUTION NO. 10-24**

**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 70968 through 71107; electronic checks E1002924 through E1002945; Claims batch includes an electronic transfers for payroll in the amount of \$193,650.34.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that the attached list of claims in the amount of \$1,051,403.73 is hereby approved.

ADOPTED this 18<sup>th</sup> day of March 2024 by a vote of \_\_\_\_ Ayes  
\_\_\_\_ Nays.

\_\_\_\_\_  
Cathleen Reffkin, Acting Mayor

ATTEST:

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

(seal)

## CITY OF MINNETRISTA

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**\*Check Detail Register©**

Batch: POLICE PC 2-16-24,CITY HALL PC 2-16-24,PR02152024,2-16-24 BRIDGE,030524AP,30524  
PSN,Aflac030524,PR02292024,031824AP,Medsurety030524,3-18-24 STREET& UTIL,Xcel031424

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>1010 1ST BK OF THE LAKES</b>					
<b>70968</b>	03/05/24	<b>ACRE</b>			
E 401-42110-560		EQUIP AND FURNISHIN	\$13,805.56	491197	Desks and Workspaces for 3 offices at PD
		Total	\$13,805.56		
<b>70969</b>	03/05/24	<b>AE2S</b>			
E 601-49440-303		ENGINEERING SERV	\$33,824.00	92943	Water Systems Planning-January billing
E 601-49440-303		ENGINEERING SERV	\$5,808.50	92944	General Services Billing
E 601-43241-303		ENGINEERING SERV	\$4,732.00	92945	Wells 8 & 9 Design Billing for Jan 2024
		Total	\$44,364.50		
<b>70970</b>	03/05/24	<b>ALL CITY PLUMBING LLC</b>			
E 101-42110-401		BLDG/STRUCT MAINTEN	\$395.00	10102	Mens Bathroom at PD
		Total	\$395.00		
<b>70971</b>	03/05/24	<b>ASPEN MILLS</b>			
E 101-42110-417		UNIFORMS	\$234.85	327829	Uniform
E 101-42110-418		RECRUITING	\$1,247.95	328319	Uniform
		Total	\$1,482.80		
<b>70972</b>	03/05/24	<b>AT&amp;T</b>			
E 101-42110-307		PROFESSIONAL SERVIC	\$70.00	497534	Subpoena
		Total	\$70.00		
<b>70973</b>	03/05/24	<b>BIFFS, INC.</b>			
E 101-42110-440		APPRECIATION EVENTS	\$404.00	18636	TRISTA DAY
		Total	\$404.00		
<b>70974</b>	03/05/24	<b>BOLAN, MICHAEL</b>			
R 601-400-37120		UNDISTRIBUTED UTILITI	\$209.33		OVERPAYMENT OF FINAL UTILITY BILL
		Total	\$209.33		
<b>70975</b>	03/05/24	<b>CANON FINANCIAL SERVICES INC</b>			
E 101-42110-202		COPY & PRINTING SUPP	\$95.49	32082841	Copier -PD
		Total	\$95.49		
<b>70976</b>	03/05/24	<b>Car-Co Auto Parts</b>			
E 101-43121-221		EQUIPMENT PARTS, TIR	\$9.11	49735087	HEADLIGHT BULB#2
		Total	\$9.11		
<b>70977</b>	03/05/24	<b>Center Point Energy</b>			
E 601-49440-383		NATURAL GAS	\$18.56	10654144-4	Gas Utility
E 601-49440-383		NATURAL GAS	\$830.78	10658039-2	Gas Utility
E 601-49440-383		NATURAL GAS	\$26.50	10658041-8	Gas Utility
E 601-49440-383		NATURAL GAS	\$20.83	11144790-0	Gas Utility
E 601-49440-383		NATURAL GAS	\$18.56	11431330-7	Gas Utility
E 601-49440-383		NATURAL GAS	\$18.56	11553312-7	Gas Utility
E 601-49440-383		NATURAL GAS	\$18.56	11833736-9	Gas Utility
E 101-41940-383		NATURAL GAS	\$798.40	5651357-5	Gas Utility - Gov't Bldg
E 601-49440-383		NATURAL GAS	\$108.14	5659223-1	Gas - Well #5
E 601-49440-383		NATURAL GAS	\$731.74	6401076054-	Gas Utility

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PSN,Aflac030524,PR02292024,031824AP,Medsurety030524,3-18-24 STREET& UTIL,Xcel031424

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43121-383		NATURAL GAS	\$380.30	6744979-3	Gas Utility - PW
E 101-42110-383		NATURAL GAS	\$986.11	8486433-9	Gas Utility - PD
E 101-43121-383		NATURAL GAS	\$362.57	8486442-0	Gas Utility - PW
		Total	\$4,319.61		
<b>70978</b>	03/05/24	<b>CINTAS</b>			
E 101-43121-417		UNIFORMS	\$128.28	4183827608	UNIFORMS
		Total	\$128.28		
<b>70979</b>	03/05/24	<b>CLASSIC CLEANING COMPANY</b>			
E 101-42110-211		CLEANING & MAINT SUP	\$775.00	35967	FEB CLEANING PD
E 101-41940-211		CLEANING & MAINT SUP	\$400.00	35968	FEB CLEANING CITY HALL
E 101-43121-211		CLEANING & MAINT SUP	\$375.00	35968	FEB CLEANING PUBLIC WORKS
		Total	\$1,550.00		
<b>70980</b>	03/05/24	<b>COMMERS, THE WATER CO</b>			
R 101-200-32210		BUILDING PERMITS	\$78.78		DUPLICATE PAYMENT ON PERMIT
		Total	\$78.78		
<b>70981</b>	03/05/24	<b>COREMARK METALS</b>			
E 101-41110-440		APPRECIATION EVENTS	\$1,237.79	5464465	METAL FOR FIREPITS FOR TREE LIGHTING EVENT
		Total	\$1,237.79		
<b>70982</b>	03/05/24	<b>CRANDALL, GINGER</b>			
R 601-400-37120		UNDISTRIBUTED UTILITI	\$56.70		OVERPAYMENT OF FINAL UTILITIES
		Total	\$56.70		
<b>70983</b>	03/05/24	<b>FRONTIER OH</b>			
E 101-42110-321		TELEPHONE	\$94.35		TELEPHONE
E 601-49440-381		ELECTRIC UTILITIES	\$792.50	952-196-1926	South Treatment Plant
		Total	\$886.85		
<b>70984</b>	03/05/24	<b>GALLAGHER BENEFIT SERVICES</b>			
E 101-41320-307		PROFESSIONAL SERVIC	\$2,500.00	306532	GASB 75 Post Retirement Medical Plan
		Total	\$2,500.00		
<b>70985</b>	03/05/24	<b>Gopher State One Call</b>			
E 601-49440-227		UTILITY SYSTEM MAINT	\$37.80	4020606	Sewer & Water Locates
E 602-49490-227		UTILITY SYSTEM MAINT	\$37.80	4020606	Sewer & Water Locates
		Total	\$75.60		
<b>70986</b>	03/05/24	<b>Grimm, Brian</b>			
E 101-41320-331		TRAVEL EXPENSE	\$38.86		Mileage Reimbursement
		Total	\$38.86		
<b>70987</b>	03/05/24	<b>HAWKINS INC</b>			
E 601-49440-227		UTILITY SYSTEM MAINT	\$170.00	6690752	CHLORINE CYLINDER DEMURRAGE
		Total	\$170.00		
<b>70988</b>	03/05/24	<b>JOHN KRAEMER &amp; SONS</b>			
G 101-2025		DEPOSITS PAYABLE	\$5,000.00		TEMP CO DEPOSIT REFUND

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Batch: POLICE PC 2-16-24,CITY HALL PC 2-16-24,PR02152024,2-16-24 BRIDGE,030524AP,30524  
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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$5,000.00		
<b>70989</b>	03/05/24	<b>Jubilee Foods</b>			
E 101-41320-437		MISCELLANEOUS EXPE	\$32.58		QUARTERLY STAFF MEETING SUPPLIES
Total			\$32.58		
<b>70990</b>	03/05/24	<b>KENNEDY &amp; GRAVEN, CHARTERED</b>			
E 101-41610-304		LEGAL FEES - ATTORNE	\$3,000.00		General
E 101-41610-304		LEGAL FEES - ATTORNE	\$38.00		General Personnel Matters
G 801-1170		LAND USE RECEIVABLE	\$212.50		ML-23028; Simple Subdiv-3316 & 3320Williams Ln
G 801-1170		LAND USE RECEIVABLE	\$2,805.50		Woodland Cove 11th Addn
Total			\$6,056.00		
<b>70991</b>	03/05/24	<b>Lano Equipment of Loretto</b>			
E 101-43121-404		VEHICLE & EQUIP MAIN	\$2,661.07	03-1056670	repair of skid #29
E 101-43121-221		EQUIPMENT PARTS, TIR	\$14.45	03-1056775	oil for drive line
Total			\$2,675.52		
<b>70992</b>	03/05/24	<b>League of Minnesota Cities</b>			
E 101-41110-433		DUES & SUBSCRIPT & TR	\$50.00		2024 spring mayors meet up registration
Total			\$50.00		
<b>70993</b>	03/05/24	<b>LE-AST SERVICE CONSELING</b>			
E 101-42110-307		PROFESSIONAL SERVIC	\$140.00	1364	Services
Total			\$140.00		
<b>70994</b>	03/05/24	<b>LEIF, ISAAC</b>			
E 673-49600-307		PROFESSIONAL SERVIC	\$675.00	03-121	City Council Mtg 2/5/24 and City Council Mtg and Worksession 2/21/24
Total			\$675.00		
<b>70995</b>	03/05/24	<b>LOFFLER</b>			
E 101-42110-410		COMPUTER SERVICES/	\$536.25	4615555	Set Up Amie's Computer
E 101-41320-410		COMPUTER SERVICES/	\$251.46	4616070	APC Digital License
E 401-43126-560		EQUIP AND FURNISHIN	\$75.15	4623704	Ethernet Cable
Total			\$862.86		
<b>70996</b>	03/05/24	<b>MARKET BBQ</b>			
E 101-42110-440		APPRECIATION EVENTS	\$1,766.21		TRISTA DAY-Food Truck
Total			\$1,766.21		
<b>70997</b>	03/05/24	<b>Martin, John or Angela</b>			
R 601-400-37120		UNDISTRIBUTED UTILITI	\$151.00		OVERPAYMENT ON FINAL UTILITY BILLING
Total			\$151.00		
<b>70998</b>	03/05/24	<b>MET COUNCIL</b>			
G 602-2395		SAC CLEARING	\$7,380.45		FEB 2024 REPORTING PERIOD
Total			\$7,380.45		
<b>70999</b>	03/05/24	<b>Metropolitan Council WW Servic</b>			
E 602-49490-438		EXPENSE MWCC	\$33,680.86	0001169439	* Monthly Sewer

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PSN,Aflac030524,PR02292024,031824AP,Medsurety030524,3-18-24 STREET& UTIL,Xcel031424

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$33,680.86		
<b>71000</b>	03/05/24	<b>METRO SALES INC</b>			
E 101-41320-202		COPY & PRINTING SUPP	\$187.95	INV2472377	Copies
E 101-41410-202		COPY & PRINTING SUPP	\$75.00	INV2472377	Copies
E 101-42401-202		COPY & PRINTING SUPP	\$190.00	INV2472377	Copies
E 101-41910-202		COPY & PRINTING SUPP	\$200.00	INV2472377	Copies
E 101-43121-201		OFFICE SUPPLIES	\$135.27	INV2472378	Copies
E 101-41910-202		COPY & PRINTING SUPP	\$124.00	INV2472378	Copies
Total			\$912.22		
<b>71001</b>	03/05/24	<b>MID COUNTY</b>			
E 601-49440-212		MOTOR FUELS AND LUB	\$127.93	59471	Dyed Diesel Fuel
E 101-43125-212		MOTOR FUELS AND LUB	\$63.97	59471	Dyed Diesel Fuel
E 602-49490-212		MOTOR FUELS AND LUB	\$127.93	59471	Dyed Diesel Fuel
E 101-43121-212		MOTOR FUELS AND LUB	\$319.84	59471	Dyed Diesel Fuel
E 601-49440-212		MOTOR FUELS AND LUB	\$249.41	59521	Dyed Diesel Fuel
E 602-49490-212		MOTOR FUELS AND LUB	\$249.41	59521	Dyed Diesel Fuel
E 101-43121-212		MOTOR FUELS AND LUB	\$623.54	59521	Dyed Diesel Fuel
E 101-43125-212		MOTOR FUELS AND LUB	\$124.71	59521	Dyed Diesel Fuel
Total			\$1,886.74		
<b>71002</b>	03/05/24	<b>MN DEPT OF HEALTH</b>			
R 601-400-37158		WATER TEST SURCHAR	\$4,721.00	01/24-03/24	Water Supply Service Connection Fee
Total			\$4,721.00		
<b>71003</b>	03/05/24	<b>MORRIES Parts and Service Group</b>			
E 602-49490-404		VEHICLE & EQUIP MAIN	\$4,132.48	587445	REPAIR OF TRUCK #1
Total			\$4,132.48		
<b>71004</b>	03/05/24	<b>MOTOROLA</b>			
E 101-42110-221		EQUIPMENT PARTS, TIR	\$276.00	8281823635	CENTER MOUNT ASSMBLY
Total			\$276.00		
<b>71005</b>	03/05/24	<b>MOUND TRUE VALUE HARDWARE</b>			
E 601-49440-227		UTILITY SYSTEM MAINT	\$11.48	191005	TREATMENT PLANT REPAIR PARTS
E 101-42110-211		CLEANING & MAINT SUP	\$8.99	191025	TOILET REPAIR PD LOBBY RESTROOM
Total			\$20.47		
<b>71006</b>	03/05/24	<b>NCPERS MINNESOTA - 632400</b>			
G 101-2380		PAYROLL CLEARING LIF	\$224.00		*PERA life Ins Employer Paid
Total			\$224.00		
<b>71007</b>	03/05/24	<b>OFFICE DEPOT</b>			
E 101-42110-201		OFFICE SUPPLIES	\$96.63	35321071300	Note Pads, Staples, Paper, Folders
E 101-41320-201		OFFICE SUPPLIES	\$50.73	35482915800	COPY PAPER, REPLACEMENT KEYBOARD
Total			\$147.36		
<b>71008</b>	03/05/24	<b>OFFICE OF MNIT SERVICES</b>			
E 101-42110-410		COMPUTER SERVICES/	\$100.00	DV24010438	Current Charges
Total			\$100.00		

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Batch: POLICE PC 2-16-24,CITY HALL PC 2-16-24,PR02152024,2-16-24 BRIDGE,030524AP,30524  
PSN,Aflac030524,PR02292024,031824AP,Medsurety030524,3-18-24 STREET& UTIL,Xcel031424

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>71009</b>	03/05/24	<b>ONSITE MEDICAL</b>			
E 101-42110-307		PROFESSIONAL SERVIC	\$300.00		Audiometric Screening
E 101-43121-307		PROFESSIONAL SERVIC	\$300.00		Audiometric Screening
		Total	\$600.00		
<b>71010</b>	03/05/24	<b>Postmaster</b>			
E 101-41320-322		POSTAGE	\$1,088.38	PI 89	Postage for Newsletter
		Total	\$1,088.38		
<b>71011</b>	03/05/24	<b>Press Perfect</b>			
E 101-42110-202		COPY & PRINTING SUPP	\$63.17	24966	JOSH BROWN BUSINESS CARDS
		Total	\$63.17		
<b>71012</b>	03/05/24	<b>RDO EQUIPMENT CO.</b>			
E 401-43126-560		EQUIP AND FURNISHIN	\$14,210.00	1706591	NEW PLOW FOR GRADER
		Total	\$14,210.00		
<b>71013</b>	03/05/24	<b>SCHAUER, GINA</b>			
R 601-400-37120		UNDISTRIBUTED UTILITI	\$200.00		REFUND OF OVERPAYMENT ON FINAL UTILITY BILL
		Total	\$200.00		
<b>71014</b>	03/05/24	<b>JACOB STORMS</b>			
E 101-43121-224		STREET MAINTENANCE	\$322.50		SAWING OF OAK LOGS FOR TRAILER DECKING
		Total	\$322.50		
<b>71015</b>	03/05/24	<b>SUN-UP CONSTRUCTION INC</b>			
E 101-43121-437		MISCELLANEOUS EXPE	\$1,590.00	6110	Replace Gate and Fix Post
		Total	\$1,590.00		
<b>71016</b>	03/05/24	<b>SUPERIOR BACKGROUND INVESTIGATIONS</b>			
E 101-42110-418		RECRUITING	\$1,100.00		Background for Officer
		Total	\$1,100.00		
<b>71017</b>	03/05/24	<b>TEAM LABORATORY CHEMICAL CORP</b>			
E 101-43121-215		SHOP MATERIALS	\$83.50	INV0039697	GLASS CLEANER
		Total	\$83.50		
<b>71018</b>	03/05/24	<b>Toll Gas &amp; Welding Supply</b>			
E 101-43121-215		SHOP MATERIALS	\$83.37	823412	ACETYLENE TANK REFILL
		Total	\$83.37		
<b>71019</b>	03/05/24	<b>US BANK EQUIPMENT FINANCE</b>			
E 101-41320-202		COPY & PRINTING SUPP	\$209.32	522807932	Copier City Hall
		Total	\$209.32		
<b>71020</b>	03/05/24	<b>Vault Health</b>			
E 101-43121-437		MISCELLANEOUS EXPE	\$500.00	FL 00622207	ANNUAL SUBSCRIPTION FEE
		Total	\$500.00		
<b>71021</b>	03/05/24	<b>VERIZON WIRELESS</b>			
E 101-42110-321		TELEPHONE	\$40.01	9957440093	PD Cell phones



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Batch: POLICE PC 2-16-24,CITY HALL PC 2-16-24,PR02152024,2-16-24 BRIDGE,030524AP,30524  
PSN,Aflac030524,PR02292024,031824AP,Medsurety030524,3-18-24 STREET& UTIL,Xcel031424

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43121-321		TELEPHONE	\$40.01	9957440093	PW Cell Phones
		Total	\$80.02		
<b>71022</b>	03/05/24	<b>WOODCRAFT DESIGN</b>			
G 101-2025		DEPOSITS PAYABLE	\$5,000.00		TEMP CO DEPOSIT REFUND
		Total	\$5,000.00		
<b>71023</b>	03/05/24	<b>WSB &amp; ASSOCIATES</b>			
E 651-49590-303		ENGINEERING SERV	\$355.50		TENNIS COURTS DRAINAGE PROJECTS
G 801-1170		LAND USE RECEIVABLE	\$384.50		ML-23017 ENG FEES
G 801-1170		LAND USE RECEIVABLE	\$531.00	R-018539-00	ML-21015 WOODLAND COVE 5TH ADDN
E 101-42401-303		ENGINEERING SERV	\$260.00	R-019691-00	2022 BUILDING PERMIT REVIEW
E 433-43122-303		ENGINEERING SERV	\$5,623.27	R-020668-00	2023 STREET & UTILITY RECONSTRUCTION PROJECT ENG
E 601-43241-303		ENGINEERING SERV	\$5,292.48	R-020668-00	2023 STREET & UTILITY RECONSTRUCTION PROJECT ENG
E 602-43251-307		PROFESSIONAL SERVIC	\$110.25	R-020668-00	2023 STREET & UTILITY RECONSTRUCTION PROJECT ENG
E 406-43121-303		ENGINEERING SERV	\$57.00	R-020679-00	10 YR STREET CIP
E 433-43122-303		ENGINEERING SERV	\$1,681.50	R-020764-00	2023 STREET OVERLAY PROJECT ENG
E 601-43241-303		ENGINEERING SERV	\$17.70	R-020764-00	2023 STREET OVERLAY PROJECT ENG
E 602-43251-307		PROFESSIONAL SERVIC	\$70.80	R-020764-00	2023 STREET OVERLAY PROJECT ENG
E 101-42401-303		ENGINEERING SERV	\$160.00	R-021390-00	2023 BUILDING PERMIT REVIEW
E 601-49440-303		ENGINEERING SERV	\$500.00	R-023835-00	ENGINEERING RETAINER
E 602-49490-303		ENGINEERING SERV	\$500.00	R-023835-00	ENGINEERING RETAINER
E 651-49590-303		ENGINEERING SERV	\$500.00	R-023835-00	ENGINEERING RETAINER
E 101-42600-303		ENGINEERING SERV	\$1,000.00	R-023835-00	ENGINEERING RETAINER
E 651-49590-303		ENGINEERING SERV	\$583.50	R-023836-00	WEST BRANCH PROJECT
E 602-49490-303		ENGINEERING SERV	\$2,679.00	R-023846-00	2024 GIS SERVICES
E 406-43121-303		ENGINEERING SERV	\$21,857.00	R-023861-00	2024 MILL & OVERLAY
G 801-1170		LAND USE RECEIVABLE	\$2,853.25	R-024326-00	ML-23033 WOODLAND COVE 11TH ADDN
E 651-49590-303		ENGINEERING SERV	\$163.00	R-024386-00	2024 WCA Services
G 801-1170		LAND USE RECEIVABLE	\$139.00	R-024386-00	ML-21028 2024 WCA Services
G 801-1170		LAND USE RECEIVABLE	\$139.00	R-024386-00	ML-23029 2024 WCA Services
E 101-42401-303		ENGINEERING SERV	\$280.00	R-024501-00	2024 BUILDING PERMIT REVIEW
		Total	\$45,737.75		
<b>71024</b>	03/05/24	<b>XCEL ENERGY</b>			
E 101-45202-401		BLDG/STRUCT MAINTEN	\$360.63	51-6565407-3	Electricity-Hunters Trail
E 101-43160-381		ELECTRIC UTILITIES	\$302.74	51-6565407-3	Electricity-Signal
E 101-42110-381		ELECTRIC UTILITIES	\$2,412.99	51-9597547-2	Electricity-Police
		Total	\$3,076.36		
<b>71025</b>	03/05/24	<b>ZAHASKY, KARA</b>			
R 601-400-37120		UNDISTRIBUTED UTILITI	\$43.70		OVERPAYMENT ON FINAL UTILITY BILLING
		Total	\$43.70		
<b>71026</b>	03/18/24	<b>ACME TOOLS</b>			
E 601-49440-227		UTILITY SYSTEM MAINT	\$191.75	12482388	Water GV Lubricating Oil
		Total	\$191.75		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>71027</b>	03/18/24	<b>ACTION FLEET, INC</b>			
E 101-42110-404		VEHICLE & EQUIP MAIN	\$417.50	16739	Decommission Vehicle Number 74
		Total	\$417.50		
<b>71028</b>	03/18/24	<b>AMAZON CAPITAL SERVICES</b>			
E 101-41320-201		OFFICE SUPPLIES	\$107.62		16LF-HC1T-6 Shop Supplies
E 101-41320-201		OFFICE SUPPLIES	\$58.98		1LM3-MGCN- Copy Paper and Post it notes
E 101-43121-215		SHOP MATERIALS	\$126.38		1RGR-PQJG- Shop Supplies
E 101-43121-215		SHOP MATERIALS	\$233.76		1WDX-H39T- ARV Installation Parts
E 101-41940-401		BLDG/STRUCT MAINTEN	\$54.39		1WDX-H39T- Recessed Can Light LED Replacement
E 602-49490-227		UTILITY SYSTEM MAINT	\$15.99		1WYW-7MP Anchors for ARV MHS
		Total	\$597.12		
<b>71029</b>	03/18/24	<b>ANDERSON, DEE</b>			
E 101-41410-101		SALARIES-REGULAR	\$234.00		Presidential Primary
		Total	\$234.00		
<b>71030</b>	03/18/24	<b>ASPEN MILLS</b>			
E 101-42110-417		UNIFORMS	\$125.00	328669	Uniform
E 101-42110-417		UNIFORMS	\$12.50	328934	Uniform
		Total	\$137.50		
<b>71031</b>	03/18/24	<b>BAUER BUILT TIRE</b>			
E 101-42110-221		EQUIPMENT PARTS, TIR	\$541.44	180300011	Tires for Squad 81
E 101-43121-221		EQUIPMENT PARTS, TIR	\$248.86	940107394	Tires for Chipper #41
E 101-43121-221		EQUIPMENT PARTS, TIR	\$241.86	940107427	Chipper Tires
		Total	\$1,032.16		
<b>71032</b>	03/18/24	<b>BECK, ROBERT</b>			
E 101-41410-101		SALARIES-REGULAR	\$225.00		Presidential Primary
		Total	\$225.00		
<b>71033</b>	03/18/24	<b>BLACK DOG HOMES</b>			
G 101-2025		DEPOSITS PAYABLE	\$10,000.00	MB22145 R1	Temp Co Rtn 7655 Co Road 15
		Total	\$10,000.00		
<b>71034</b>	03/18/24	<b>BRUCE, SHANNON</b>			
E 101-41410-101		SALARIES-REGULAR	\$234.00		Presidential Primary
		Total	\$234.00		
<b>71035</b>	03/18/24	<b>CARLSON, CHRIS</b>			
E 101-41410-101		SALARIES-REGULAR	\$100.00		Presidential Primary
		Total	\$100.00		
<b>71036</b>	03/18/24	<b>CINTAS</b>			
E 101-41320-202		COPY & PRINTING SUPP	\$86.95	1904549369	City Patches/Logos
E 101-43121-417		UNIFORMS	\$128.28	4184546645	Uniforms
E 101-43121-417		UNIFORMS	\$130.09	4185270607	Uniforms
E 101-43121-417		UNIFORMS	\$128.28	4185984046	Uniforms
		Total	\$473.60		

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PSN,Aflac030524,PR02292024,031824AP,Medsurety030524,3-18-24 STREET& UTIL,Xcel031424

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>71037</b>	03/18/24	<b>City of Mound Finance Dept</b>			
E 101-42210-316		FIRE CONTRACT MOUN	\$100,806.25	2nd Qtr 2024	Quarterly Fire Service
		Total	\$100,806.25		
<b>71038</b>	03/18/24	<b>City of St Bonifacius</b>			
E 602-49490-390		SEWER SERVICE TO OT	\$18,873.11	2024-02	Sanitary Sewer Flows
E 101-42210-318		FIRE CONTRACT ST BO	\$78,447.75	2nd Qtr 2024	Quarterly Fire Service
		Total	\$97,320.86		
<b>71039</b>	03/18/24	<b>CORE AND MAIN</b>			
E 101-43121-215		SHOP MATERIALS	\$3,797.08	U192696	
E 101-43121-215		SHOP MATERIALS	\$6,827.86	U247893	
E 101-43121-215		SHOP MATERIALS	\$1,152.08	U258953	
E 101-43121-215		SHOP MATERIALS	\$675.71	U307796	
E 602-49490-227		UTILITY SYSTEM MAINT	\$391.54	U324453	Bands for ARV on FM 1 and 17
E 602-49490-227		UTILITY SYSTEM MAINT	\$577.76	U371863	Pipe Bands for ARV Replacement on FM 1 and FM 17
E 101-43121-215		SHOP MATERIALS	(\$648.80)	UC58211	Credit
E 101-43121-215		SHOP MATERIALS	(\$2,752.43)	UC72225	Credit
E 101-43121-215		SHOP MATERIALS	(\$2,047.00)	UC78736	Credit
		Total	\$7,973.80		
<b>71040</b>	03/18/24	<b>CULLIGAN</b>			
E 101-42110-211		CLEANING & MAINT SUP	\$113.21	114x9595670	Water
		Total	\$113.21		
<b>71041</b>	03/18/24	<b>DEPT OF HUMAN SERVICES</b>			
E 101-42110-201		OFFICE SUPPLIES	\$32.70	S0000018239	Door Sign
		Total	\$32.70		
<b>71042</b>	03/18/24	<b>DOOT, GUY</b>			
E 101-41410-101		SALARIES-REGULAR	\$225.00	ri	Presidential Primary
		Total	\$225.00		
<b>71043</b>	03/18/24	<b>EVANS, GEOFFREY</b>			
E 101-41410-101		SALARIES-REGULAR	\$137.50		Presidential Primary
		Total	\$137.50		
<b>71044</b>	03/18/24	<b>AT &amp; T MOBILITY</b>			
E 101-41940-321		TELEPHONE	\$359.76	28733308499	Cell Phones
E 101-43121-321		TELEPHONE	\$359.77	28733308499	Cell Phones
E 101-42110-321		TELEPHONE	\$719.53	28733314926	Cell Phones
		Total	\$1,439.06		
<b>71045</b>	03/18/24	<b>FRONTIER OH</b>			
E 101-41940-321		TELEPHONE	\$534.80	952-446-1660	Monthly Phone Service
E 101-43121-321		TELEPHONE	\$534.81	952-446-1660	Monthly Phone Service
E 101-43121-321		TELEPHONE	\$534.81	952-446-1660	Monthly Phone Service
E 601-49440-381		ELECTRIC UTILITIES	\$392.50	952-496-0117	Water Treatment Plant
		Total	\$1,996.92		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>71046</b>	03/18/24	<b>Fury Motors</b>			
E 101-42110-404		VEHICLE & EQUIP MAIN	\$2,257.29	778626/1	Unit 78-Oil Change, Tire Rotation and Inspection, axel leak, suspension,
E 101-42110-404		VEHICLE & EQUIP MAIN	\$90.24	778787/1	Unit 79-Oil change, Tire Rotation and Inspection
E 101-42110-221		EQUIPMENT PARTS, TIR	\$1,408.74	778926/2	Unit 70-Patch Tire, Belt replacement, Brakes
E 101-42110-404		VEHICLE & EQUIP MAIN	\$4,090.04	779025/4	Unit 77-Timing Chain repair
E 101-42110-404		VEHICLE & EQUIP MAIN	\$48.95	779096/1	Unit 81-Patch Tire
E 101-42110-404		VEHICLE & EQUIP MAIN	\$543.93	779158/1	Unit 77-Engine Diagnosis, Repairs
E 101-42110-404		VEHICLE & EQUIP MAIN	\$84.36	779249/1	Unit 76-Oil Change, Tire Rotation and Inspection
		Total	\$8,523.55		
<b>71047</b>	03/18/24	<b>GAGE, FAWN</b>			
E 101-41410-101		SALARIES-REGULAR	\$237.50		Presidential Primary
		Total	\$237.50		
<b>71048</b>	03/18/24	<b>Gopher State One Call</b>			
E 601-49440-227		UTILITY SYSTEM MAINT	\$37.80	4020606	Sewer & Water Locates
E 602-49490-227		UTILITY SYSTEM MAINT	\$37.80	4020606	Sewer & Water Locates
		Total	\$75.60		
<b>71049</b>	03/18/24	<b>Grainger Inc.</b>			
E 101-41940-223		BUILDING REPAIR PART	\$117.84	9040593544	Furnace Filters for City Hall
		Total	\$117.84		
<b>71050</b>	03/18/24	<b>HALL, PETER</b>			
E 101-41410-101		SALARIES-REGULAR	\$125.00		Presidential Primary
		Total	\$125.00		
<b>71051</b>	03/18/24	<b>HALLBERG, RYLEE</b>			
E 101-42110-440		APPRECIATION EVENTS	\$550.00		Ballon Artist-Trista Day
		Total	\$550.00		
<b>71052</b>	03/18/24	<b>Hennepin County Treasurer</b>			
E 101-42110-440		APPRECIATION EVENTS	\$49.00		Food License-Trista day
		Total	\$49.00		
<b>71053</b>	03/18/24	<b>HENNEPIN COUNTY INFO TECH DEPT</b>			
E 401-42110-560		EQUIP AND FURNISHIN	\$2,631.61	1000223499	radio lease - PD
E 401-43126-560		EQUIP AND FURNISHIN	\$333.36	1000223533	Radio Lease
		Total	\$2,964.97		
<b>71054</b>	03/18/24	<b>Hennepin County Treasurer</b>			
E 101-42110-441		CORRECTION FEES/CH	\$696.84	1000222857	Booking Fee
		Total	\$696.84		
<b>71055</b>	03/18/24	<b>Inglis, Tracy</b>			
E 101-41410-101		SALARIES-REGULAR	\$225.00		Presidential Primary
		Total	\$225.00		
<b>71056</b>	03/18/24	<b>Int'l Union of Oper. Engineers</b>			
G 101-2360		PAYROLL CLEARING UN	\$315.00	March 2024	* Union dues

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$315.00		
<b>71057</b>	03/18/24	<b>JINDRA, DEBORAH</b>			
E 101-41410-101		SALARIES-REGULAR	\$125.00		Presidential Primary
Total			\$125.00		
<b>71058</b>	03/18/24	<b>JOHNSON, KRISTIN</b>			
E 101-41410-101		SALARIES-REGULAR	\$137.50		Presidential Primary
Total			\$137.50		
<b>71059</b>	03/18/24	<b>Kirkwood, Michael</b>			
E 101-41410-101		SALARIES-REGULAR	\$234.00		Presidential Primary
Total			\$234.00		
<b>71060</b>	03/18/24	<b>KLEIN, MARK</b>			
E 101-43121-417		UNIFORMS	\$169.90		Boots Reimbursement
Total			\$169.90		
<b>71061</b>	03/18/24	<b>KWIK TRIP</b>			
E 101-41410-202		COPY & PRINTING SUPP	\$5.38		Ice
Total			\$5.38		
<b>71062</b>	03/18/24	<b>LAKETOWN ELECTRIC CORP</b>			
E 602-49490-227		UTILITY SYSTEM MAINT	\$207.52	40116	Electrical Issues with LS #12
Total			\$207.52		
<b>71063</b>	03/18/24	<b>League of Minnesota Cities</b>			
E 101-41320-433		DUES & SUBSRIPT & TR	\$125.00	400169	2024 City Day on the Hill
Total			\$125.00		
<b>71064</b>	03/18/24	<b>LELS</b>			
G 101-2360		PAYROLL CLEARING UN	\$916.50	March 2024	PD Union Dues (13x\$70.50)
G 101-2360		PAYROLL CLEARING UN	\$124.32	March 2024	CSO Union Dues (2x\$62.16)
Total			\$1,040.82		
<b>71065</b>	03/18/24	<b>LEXISNEXIS RISK DATA MNGMT INC</b>			
E 101-42110-307		PROFESSIONAL SERVIC	\$33.00	2085510-240	Contract Fee
Total			\$33.00		
<b>71066</b>	03/18/24	<b>LOFFLER</b>			
E 101-41320-410		COMPUTER SERVICES/	\$1,843.52	4630546	General Support
E 101-42110-410		COMPUTER SERVICES/	\$2,633.60	4630546	General Support
E 101-43121-410		COMPUTER SERVICES/	\$395.04	4630546	General Support
E 601-49440-410		COMPUTER SERVICES/	\$855.92	4630546	General Support
E 602-49490-410		COMPUTER SERVICES/	\$855.92	4630546	General Support
E 101-42110-410		COMPUTER SERVICES/	\$508.75	4632732	Computer Set Up-PD
E 401-43126-560		EQUIP AND FURNISHIN	\$7,057.20	CW191925	Server Upgrades
Total			\$14,149.95		
<b>71067</b>	03/18/24	<b>LUCAS, SHARON</b>			
E 101-41410-101		SALARIES-REGULAR	\$100.00		Presidential Primary

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PSN,Aflac030524,PR02292024,031824AP,Medsurety030524,3-18-24 STREET& UTIL,Xcel031424

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$100.00		
<b>71068</b>	03/18/24	<b>M/I HOMES OF MPLS</b>			
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB22235 R1	Temp Co Rtn 6662 Wildflower Way
G 101-2025		DEPOSITS PAYABLE	\$10,000.00	MB23047 R1	Temp Co Rtn 4557 Lotus Drive
Total			\$15,000.00		
<b>71069</b>	03/18/24	<b>Martin McAllister</b>			
E 101-42110-307		PROFESSIONAL SERVIC	\$1,500.00	15959	Assessment
Total			\$1,500.00		
<b>71070</b>	03/18/24	<b>Media Com</b>			
E 673-49600-307		PROFESSIONAL SERVIC	\$394.90		Internet
Total			\$394.90		
<b>71071</b>	03/18/24	<b>MEDICA</b>			
E 101-41320-131		HEALTH & LIFE INS - E C	\$4,650.00	62596650606	Insurance Premium
E 101-41910-131		HEALTH & LIFE INS - E C	\$2,200.00	62596650606	Insurance Premium
E 101-43121-131		HEALTH & LIFE INS - E C	\$4,283.95	62596650606	Insurance Premium
E 101-42110-131		HEALTH & LIFE INS - E C	\$15,278.04	62596650606	Insurance Premium
E 101-43125-131		HEALTH & LIFE INS - E C	\$1,012.57	62596650606	Insurance Premium
E 101-45202-131		HEALTH & LIFE INS - E C	\$545.23	62596650606	Insurance Premium
E 601-49440-131		HEALTH & LIFE INS - E C	\$2,266.40	62596650606	Insurance Premium
E 602-49490-131		HEALTH & LIFE INS - E C	\$1,971.40	62596650606	Insurance Premium
E 651-49590-131		HEALTH & LIFE INS - E C	\$684.45	62596650606	Insurance Premium
E 101-42401-131		HEALTH & LIFE INS - E C	\$2,275.00	62596650606	Insurance Premium
Total			\$35,167.04		
<b>71072</b>	03/18/24	<b>METERING AND TECHNOLOGY</b>			
E 601-49440-227		UTILITY SYSTEM MAINT	\$3,899.19	INV4624	New Water meter for the Apartment
Total			\$3,899.19		
<b>71073</b>	03/18/24	<b>METLIFE</b>			
E 101-41320-131		HEALTH & LIFE INS - E C	\$359.66	KM05399000	Dental Insurance
E 101-42401-131		HEALTH & LIFE INS - E C	\$42.75	KM05399000	Dental Insurance
E 101-41910-131		HEALTH & LIFE INS - E C	\$42.75	KM05399000	Dental Insurance
E 101-43121-131		HEALTH & LIFE INS - E C	\$288.26	KM05399000	Dental Insurance
E 101-43125-131		HEALTH & LIFE INS - E C	\$68.13	KM05399000	Dental Insurance
E 101-45202-131		HEALTH & LIFE INS - E C	\$36.69	KM05399000	Dental Insurance
E 101-42110-131		HEALTH & LIFE INS - E C	\$814.26	KM05399000	Dental Insurance
E 601-49440-131		HEALTH & LIFE INS - E C	\$117.38	KM05399000	Dental Insurance
E 602-49490-131		HEALTH & LIFE INS - E C	\$107.95	KM05399000	Dental Insurance
E 651-49590-131		HEALTH & LIFE INS - E C	\$35.64	KM05399000	Dental Insurance
Total			\$1,913.47		
<b>71074</b>	03/18/24	<b>METRO GARAGE DOOR</b>			
E 101-42110-401		BLDG/STRUCT MAINTEN	\$222.99	328098	Service Door
Total			\$222.99		
<b>71075</b>	03/18/24	<b>MEYERHOFF, ANN</b>			
E 101-41410-437		MISCELLANEOUS EXPE	\$20.10		Mileage on Election Day

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Batch: POLICE PC 2-16-24,CITY HALL PC 2-16-24,PR02152024,2-16-24 BRIDGE,030524AP,30524  
PSN,Aflac030524,PR02292024,031824AP,Medsurety030524,3-18-24 STREET& UTIL,Xcel031424

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41410-404		VEHICLE & EQUIP MAIN	\$48.83		Letter Organizers
		Total	\$68.93		
<b>71076</b>	03/18/24	<b>MID COUNTY</b>			
E 101-42110-212		MOTOR FUELS AND LUB	\$677.29	59460	Squad Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$753.96	59470	Squad Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$1,313.88	59500	Squad Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$951.75	59522	Squad Fuel
		Total	\$3,696.88		
<b>71077</b>	03/18/24	<b>MILLS, SUE</b>			
E 101-41410-101		SALARIES-REGULAR	\$225.00		Presidential Primary
		Total	\$225.00		
<b>71078</b>	03/18/24	<b>MN COUNTY ATTORNEYS ASSN.</b>			
E 101-42110-202		COPY & PRINTING SUPP	\$11.00	200011405	Notices
		Total	\$11.00		
<b>71079</b>	03/18/24	<b>MORRIES Parts and Service Group</b>			
E 601-49440-404		VEHICLE & EQUIP MAIN	\$2,860.85	588134	Repair of Truck 7
E 601-49440-404		VEHICLE & EQUIP MAIN	\$1,151.38	588721	Front End Repair #7
		Total	\$4,012.23		
<b>71080</b>	03/18/24	<b>MORTENSON, PAM</b>			
E 101-41410-101		SALARIES-REGULAR	\$137.50		Presidential Primary
		Total	\$137.50		
<b>71081</b>	03/18/24	<b>MOUND TRUE VALUE HARDWARE</b>			
E 101-42110-211		CLEANING & MAINT SUP	\$33.99	190910	Extension Cord
E 101-42110-211		CLEANING & MAINT SUP	(\$33.99)	190913	Credit
E 601-49440-227		UTILITY SYSTEM MAINT	\$7.99	190998	Paint
E 101-42110-211		CLEANING & MAINT SUP	\$8.49	191070	Shoe Paste
E 101-42110-211		CLEANING & MAINT SUP	\$9.99	191082	Liquid Polish
E 601-49440-322		POSTAGE	\$21.37	191104	Shipping Fluoride Sample to MDH
E 601-49440-227		UTILITY SYSTEM MAINT	\$15.98	191134	Paint
		Total	\$63.82		
<b>71082</b>	03/18/24	<b>NOTCH, CINDY</b>			
E 101-41410-101		SALARIES-REGULAR	\$237.25		Presidential Primary
		Total	\$237.25		
<b>71083</b>	03/18/24	<b>PETERSON, ROBERT</b>			
E 101-41410-101		SALARIES-REGULAR	\$137.50		Presidential Primary
		Total	\$137.50		
<b>71084</b>	03/18/24	<b>PHILIPSON, KAREN</b>			
E 101-41410-101		SALARIES-REGULAR	\$137.50		Presidential Primary
		Total	\$137.50		
<b>71085</b>	03/18/24	<b>PICKERT, MELISSA</b>			
E 101-41410-101		SALARIES-REGULAR	\$234.00		Presidential Primary

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PSN,Aflac030524,PR02292024,031824AP,Medsurety030524,3-18-24 STREET& UTIL,Xcel031424

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$234.00		
<b>71086</b>	03/18/24	<b>POLKEY-BERG, SUZANNE</b>			
E 101-41410-101		SALARIES-REGULAR	\$225.00		Presidential Primary
Total			\$225.00		
<b>71087</b>	03/18/24	<b>PREMIUM WATERS, INC</b>			
E 101-41940-211		CLEANING & MAINT SUP	\$113.69		605123-02-24 Water
Total			\$113.69		
<b>71088</b>	03/18/24	<b>RICHTER, NINA</b>			
E 101-41410-101		SALARIES-REGULAR	\$125.00		Presidential Primary
Total			\$125.00		
<b>71089</b>	03/18/24	<b>SANDQUIST, JOANIE</b>			
E 101-41410-101		SALARIES-REGULAR	\$225.00		Presidential Primary
Total			\$225.00		
<b>71090</b>	03/18/24	<b>SCHWOB, TIMOTHY</b>			
E 101-41410-101		SALARIES-REGULAR	\$125.00		Presidential Primary
Total			\$125.00		
<b>71091</b>	03/18/24	<b>SOSHNIK, KATHLEEN</b>			
E 101-41410-101		SALARIES-REGULAR	\$247.00		Presidential Primary
Total			\$247.00		
<b>71092</b>	03/18/24	<b>SOUTH LAKE MINNETONKA POLICE</b>			
E 101-42110-307		PROFESSIONAL SERVIC	\$38.46		Services
E 101-42110-307		PROFESSIONAL SERVIC	\$13.46		Services
E 101-42110-307		PROFESSIONAL SERVIC	\$192.35		Legal Fees
E 101-42110-307		PROFESSIONAL SERVIC	\$138.94		Consulting Services
Total			\$383.21		
<b>71093</b>	03/18/24	<b>STEPANEK, CATHERINE</b>			
E 101-41410-101		SALARIES-REGULAR	\$125.00		Presidential Primary
Total			\$125.00		
<b>71094</b>	03/18/24	<b>STREICHER'S</b>			
E 101-42110-417		UNIFORMS	\$127.96	I1677454	Uniform
E 101-42110-417		UNIFORMS	\$23.98	I1678011	Uniform
E 101-42110-417		UNIFORMS	\$269.99	I1680141	Uniform
E 101-42110-417		UNIFORMS	\$355.99	I1681216	SWAT Uniform
E 101-42110-417		UNIFORMS	\$295.99	I1682084	Swat Uniform
Total			\$1,073.91		
<b>71095</b>	03/18/24	<b>SUN BADGE CO.</b>			
E 101-42110-417		UNIFORMS	\$450.50	418666	Badges
Total			\$450.50		
<b>71096</b>	03/18/24	<b>SUN LIFE FINANCIAL</b>			
G 101-2340		PAYROLL CLEARING HE	\$959.14	April 2024	* LTD
G 101-2340		PAYROLL CLEARING HE	\$604.41	April 2024	* STD



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PSN,Aflac030524,PR02292024,031824AP,Medsurety030524,3-18-24 STREET& UTIL,Xcel031424

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$1,563.55		
<b>71097</b>	03/18/24	<b>The Standard</b>			
G 101-2380		PAYROLL CLEARING LIF	\$1,936.75	April 2024	* Life Insurance
Total			\$1,936.75		
<b>71098</b>	03/18/24	<b>THORPE, VERA</b>			
E 101-41410-101		SALARIES-REGULAR	\$137.50		Presidential Primary
Total			\$137.50		
<b>71099</b>	03/18/24	<b>T-MOBILE USA INC</b>			
E 101-42110-307		PROFESSIONAL SERVIC	\$50.00	9560400421	Phone Subpoena
Total			\$50.00		
<b>71100</b>	03/18/24	<b>Toll Gas &amp; Welding Supply</b>			
E 101-43121-215		SHOP MATERIALS	\$23.78	40190514	Torch and Welding Cylinder Demurrage
Total			\$23.78		
<b>71101</b>	03/18/24	<b>US BANK CORPORATE SYSTEMS</b>			
E 101-42110-417		UNIFORMS	\$47.89		Uniforms- Squires
E 101-42110-201		OFFICE SUPPLIES	\$22.99		Surge Protector-Wegner
E 101-42110-201		OFFICE SUPPLIES	\$18.22		Speakers -Cummings
E 101-42110-417		UNIFORMS	\$6.96		Uniform Allowance - Squires
E 101-42110-434		POLICE TRAINING	\$300.00		EMP recertification Falls
E 101-42110-202		COPY & PRINTING SUPP	\$97.67		Disks/Drives
E 101-42110-201		OFFICE SUPPLIES	\$74.69		UPS System Cleaning Supplies
E 101-42110-417		UNIFORMS	\$34.95		Uniform Accessories
E 101-42110-437		MISCELLANEOUS EXPE	\$29.69		Office Chair Pad
E 101-42110-417		UNIFORMS	(\$19.96)		Credit on Uniform Accessories
E 101-41320-433		DUES & SUBSRIPT & TR	\$140.00		Grimm -CPE Seminar
E 101-41320-437		MISCELLANEOUS EXPE	\$409.01		Quarterly All Staff Meeting
E 101-41110-437		MISCELLANEOUS EXPE	\$75.06		Council Meeting Food
E 101-41110-437		MISCELLANEOUS EXPE	\$76.05		Strategic Planning
E 101-41410-202		COPY & PRINTING SUPP	\$37.35		Voting Tabulator Tape
E 101-41410-201		OFFICE SUPPLIES	\$29.39		Supplies
E 101-41410-201		OFFICE SUPPLIES	\$20.00		Neumann -LMC Training
E 101-41320-433		DUES & SUBSRIPT & TR	\$178.98		CPR Training
E 101-43121-433		DUES & SUBSRIPT & TR	\$363.40		CPR Training
E 101-41410-201		OFFICE SUPPLIES	\$53.52		Elections-Food
E 101-41410-201		OFFICE SUPPLIES	\$94.12		Elections- Coffee
E 101-43121-433		DUES & SUBSRIPT & TR	\$690.00		DNR Tree Inspector License Renewal Classes (Gary, Nick, Trevor)
E 601-49440-227		UTILITY SYSTEM MAINT	\$762.66		Back Pressure Valves for WTP
E 601-49440-433		DUES & SUBSRIPT & TR	\$825.00		MN Rural Water Conf Registration (Gary, Nick, Randy)
E 601-49440-433		DUES & SUBSRIPT & TR	\$32.97		Meals (3) MN Rural Water Conf
E 601-49440-433		DUES & SUBSRIPT & TR	\$770.37		Lodging (3nights) MN Rural Water Conf
Total			\$5,170.98		
<b>71102</b>	03/18/24	<b>VERIZON WIRELESS</b>			
E 401-42110-560		EQUIP AND FURNISHIN	\$280.08	9957479282	MDC Connections

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PSN,Aflac030524,PR02292024,031824AP,Medsurety030524,3-18-24 STREET& UTIL,Xcel031424

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$280.08		
<b>71103</b>	03/18/24	<b>WASTE MANAGEMENT OF WI-MN</b>			
E 671-43230-384		REFUSE REMOVAL	\$18,932.94	7899960-159	* Recycling
E 671-43230-384		REFUSE REMOVAL	\$86.81	9050805-228	Organics
Total			\$19,019.75		
<b>71104</b>	03/18/24	<b>Whalen, Lisa</b>			
E 101-41110-433		DUES & SUBSCRIPT & TR	\$185.59		Mileage Reimbursement Jan-March 2024
Total			\$185.59		
<b>71105</b>	03/18/24	<b>WILBURN, KIMBERLY</b>			
E 101-41410-101		SALARIES-REGULAR	\$137.50		Presidential Primary
Total			\$137.50		
<b>71106</b>	03/18/24	<b>WISE, MOLLIE</b>			
E 101-41410-101		SALARIES-REGULAR	\$225.00		Presidential Primary
Total			\$225.00		
<b>71107</b>	03/18/24	<b>XCEL ENERGY</b>			
E 101-41940-381		ELECTRIC UTILITIES	\$979.08	51-6565407-3	Electricity-City Hall
E 101-43121-381		ELECTRIC UTILITIES	\$431.81	51-6565407-3	Electricity-Public works
E 101-43121-381		ELECTRIC UTILITIES	\$274.70	51-6565407-3	Electricity-PW
E 101-43160-381		ELECTRIC UTILITIES	\$26.62	51-6565407-3	Electricity-Signal Sunnyfield
Total			\$1,712.21		
<b>1002924 e</b>	02/20/24	<b>Internal Revenue Service</b>			
G 101-2300		PAYROLL CLEARING FE	\$13,463.58		* PR - Fed w/h
G 101-2320		PAYROLL CLEARING FIC	\$14,133.94		* PR - SS/Medicare w/h
Total			\$27,597.52		
<b>1002925 e</b>	02/20/24	<b>MINNESOTA DEPT. OF REV.</b>			
G 101-2310		PAYROLL CLEARING ST	\$6,421.51		* State w/h
Total			\$6,421.51		
<b>1002926 e</b>	02/20/24	<b>Public Employees Retirement</b>			
G 101-2330		PAYROLL CLEARING PE	\$28,695.90		* Pera w/h
Total			\$28,695.90		
<b>1002927 e</b>	02/20/24	<b>EDWARD JONES</b>			
G 101-2370		PAYROLL CLEARING DE	\$3,609.74		* Deffered Comp w/h
Total			\$3,609.74		
<b>1002928 e</b>	02/20/24	<b>Optum</b>			
G 101-2347		HSA CLEARING ACCT	\$5,572.70		HSA Employer and Employee Cont
Total			\$5,572.70		
<b>1002929 e</b>	02/20/24	<b>HCSP</b>			
G 101-2370		PAYROLL CLEARING DE	\$250.00		* HCSP Retirement
Total			\$250.00		
<b>1002930 e</b>	02/20/24	<b>ICMA</b>			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
G 101-2370		PAYROLL CLEARING DE	\$200.00		* Roth IRA Contributions
		Total	\$200.00		
<b>1002931 e</b>	02/20/24	<b>Petty Cash</b>			
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$47.99		MEETING AND SWEARING IN CAKE
E 101-42110-322		POSTAGE	\$18.80		POSTAGE
E 101-42110-322		POSTAGE	\$49.85		POSTAGE
E 101-42110-404		VEHICLE & EQUIP MAIN	\$16.25		tabs for #84
		Total	\$132.89		
<b>1002932 e</b>	02/20/24	<b>Petty Cash</b>			
E 101-41320-433		DUES & SUBSCRIPT & TR	\$40.00		ROTARY LUNCH -WHALEN & KRUGGEL
E 101-43121-404		VEHICLE & EQUIP MAIN	\$14.50		TABS PETERS PAID CASH FOR
E 601-49440-322		POSTAGE	\$11.55		UTILITIES POSTAGE
		Total	\$66.05		
<b>1002933 e</b>	02/22/24	<b>BRIDGEWATER BANK</b>			
E 101-41320-437		MISCELLANEOUS EXPE	\$239.00	2/21/2024	REMOTE DEPOSIT AND POSITIVE PAY MONTHLY FEE
		Total	\$239.00		
<b>1002934 e</b>	03/05/24	<b>PSN</b>			
E 601-49440-307		PROFESSIONAL SERVIC	\$465.70	03/18/2024	MONTHLY ONLINE PAYMENT FEES FEBRUARY 2024
E 602-49490-307		PROFESSIONAL SERVIC	\$465.70	03/18/2024	MONTHLY ONLINE PAYMENT FEES FEBRUARY 2024
E 651-49590-307		PROFESSIONAL SERVIC	\$310.46	03/18/2024	MONTHLY ONLINE PAYMENT FEES FEBRUARY 2024
E 671-43230-307		PROFESSIONAL SERVIC	\$310.46	03/18/2024	MONTHLY ONLINE PAYMENT FEES FEBRUARY 2024
		Total	\$1,552.32		
<b>1002935 e</b>	03/05/24	<b>AFLAC</b>			
G 101-2348		AFLAC INS	\$98.30		* Aflac Supplemental Insurance
		Total	\$98.30		
<b>1002936 e</b>	03/05/24	<b>Optum</b>			
G 101-2347		HSA CLEARING ACCT	\$5,624.63		HSA Employer and Employee Cont
		Total	\$5,624.63		
<b>1002937 e</b>	03/05/24	<b>EDWARD JONES</b>			
G 101-2370		PAYROLL CLEARING DE	\$3,523.98		* Deferred Comp w/h
		Total	\$3,523.98		
<b>1002938 e</b>	03/05/24	<b>ICMA</b>			
G 101-2370		PAYROLL CLEARING DE	\$200.00		* Roth IRA Contributions
		Total	\$200.00		
<b>1002939 e</b>	03/05/24	<b>Public Employees Retirement</b>			
G 101-2330		PAYROLL CLEARING PE	\$31,456.55		* Pera w/h
		Total	\$31,456.55		
<b>1002940 e</b>	03/05/24	<b>MINNESOTA DEPT. OF REV.</b>			

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PSN,Aflac030524,PR02292024,031824AP,Medsurety030524,3-18-24 STREET& UTIL,Xcel031424

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
G 101-2310		PAYROLL CLEARING ST	\$7,112.52		* State w/h
		Total	\$7,112.52		
<b>1002941 e</b>	03/05/24	<b>Internal Revenue Service</b>			
G 101-2300		PAYROLL CLEARING FE	\$15,416.23		* PR - Fed w/h
G 101-2320		PAYROLL CLEARING FIC	\$14,758.28		* PR - SS/Medicare w/h
		Total	\$30,174.51		
<b>1002942 e</b>	03/06/24	<b>MEDSURETY, LLC</b>			
E 101-41320-131		HEALTH & LIFE INS - E C	\$30.00	29730	Cobra Administration
		Total	\$30.00		
<b>1002943 e</b>	03/08/24	<b>HCSP</b>			
G 101-2370		PAYROLL CLEARING DE	\$250.00		HCSP Retirement
		Total	\$250.00		
<b>1002944 e</b>	03/13/24	<b>XCEL ENERGY</b>			
E 601-49440-381		ELECTRIC UTILITIES	\$8,671.90	51-6565410-8 Electricity-Wells/Watertower	
E 101-42110-381		ELECTRIC UTILITIES	\$4,623.38	51-9597547-2 Electricity-Police	
		Total	\$13,295.28		
<b>1002945 e</b>	03/13/24	<b>LaTour Construction, Inc.</b>			
E 433-43122-530		IMPROVEMENTS	\$61,404.74	03/11/2024	PAY VOUCHER 7 - 2023 Street and Utility Project
E 601-43241-530		IMPROVEMENTS	\$57,792.67	03/11/2024	PAY VOUCHER 7 - 2023 Street and Utility Project
E 602-43251-530		IMPROVEMENTS	\$1,204.00	03/11/2024	PAY VOUCHER 7 - 2023 Street and Utility Project
		Total	\$120,401.41		
<b>1010 1ST BK OF THE LAKES</b>			\$857,753.39		

## Fund Summary

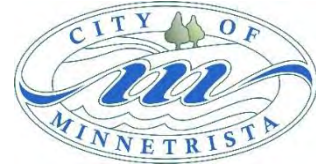
**1010 1ST BK OF THE LAKES**

101 GENERAL FUND	\$485,072.75
401 CAPITAL IMPROVEMENT PROGRAM	\$38,392.96
406 ROAD MAINTENANCE FUND	\$21,914.00
433 2023 STREET PROJECTS	\$68,709.51
601 WATER FUND	\$139,889.09
602 SEWER FUND	\$73,677.67
651 STORM WATER MGMT FUND	\$2,632.55
671 RECYCLING FUND	\$19,330.21
673 CABLE	\$1,069.90
801 LANDUSE AGENCY	\$7,064.75
	\$857,753.39

## CITY OF MINNETRISTA

### CONSENT AGENDA ITEM 4D

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**Subject:** Approval of agreement renewal for Trista Fields property with Mr. Bryan Sicheneder

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

**Meeting Date:** March 18, 2024

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**Issue:**

The City of Minnetrista leases vacant land adjacent to City Hall for farming purposes, and wishes to enter into a one-year (1) agreement extension with Mr. Bryan Sicheneder of Minnetrista, MN.

**Overview:**

The City of Minnetrista has leased the Trista Fields land (previously called Gale property) located just west of Minnetrista City Hall for over 10+ years. This lease is being renewed for a period of one-year. Typically, the lease agreement is approved at the first Council meeting in February, and the agreement term will be from February 1, 2024-January 31, 2025.

**Fiscal Impact**

This property was leased to Mr. Sicheneder in 2023 for \$2,185.45. This year's lease agreement price will be \$2,251.00, a 3.0% increase from 2023.

**Recommended Action:** Motion to approve a one-year (1) renewal lease agreement with Mr. Bryan Sicheneder at the Trista Fields property adjacent to Minnetrista City Hall for farming purposes at a cost of \$2,251.00 with effective lease dates from February 1, 2024 through January 31, 2025.

---

**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 PROPERTY LEASE AGREEMENT

THIS LEASE (the “Lease”), made this 18<sup>th</sup> day of March 2024, by and between the city of Minnetrista, a municipal corporation under the laws of Minnesota (the “City”), and Mr. Bryan Sicheneder (the “Tenant”).

1. Property Description. The City hereby rents to the Tenant in consideration of the rents and promises hereinafter described the property (the “Property”) generally described as the parcel on Co. Rd. 110W containing approximately 16.3 acres and located immediately west of Minnetrista City Hall. The Property is legally described and depicted on Exhibit A attached hereto.
2. Term. The term of this Lease is for one (1) year, commencing on February 1, 2024, and terminating on January 31, 2025.
3. Rent. The annual rent due under this Lease is \$2,251.00 with the rent payable at the time of execution of this Lease.
4. City Obligations. The City shall peaceably allow the Tenant to occupy the Property for normal and customary farming practices. The Tenant shall have reasonable access to the Property 24 hours per day, seven days per week for such purposes.
5. Tenant Obligations. Tenant shall be responsible for paying or doing the following:
  - a. The Tenant shall occupy the Property for agricultural purposes only. The Tenant agrees to use normal and customary farming practices in the care and maintenance of the Property and, without limiting normal practices, keep the Property free of noxious weeds to the extent possible;
  - b. The Tenant agrees to comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, county, municipal and other units of government regulating the use of the Property;
  - c. The Tenant shall allow access to the Property by the City and its agents during all reasonable hours for the purpose of examining the Property to ascertain compliance with the terms of this Lease and for any other lawful purpose;
  - d. The Tenant shall not remove or move any existing structures or improvements made to the Property by the City. The Tenant may not store equipment on the Property for periods exceeding one week without coordinating such storage with the City;
  - e. The Tenant shall not commit waste on the Property;
  - f. Tenant shall refrain from using or applying any chemicals or products on Property except phosphorus in accordance with Minnesota Department of Agriculture rules, MN Statute 18C.110;

- g. The Tenant shall plow back the Property prior to the termination of this Lease; and
  - h. This Lease does not entitle Tenant to allow or authorize use of Property by any party for recreational purposes, including but not limited to hunting or the riding of all terrain or similar recreational vehicles.
6. Independent Entities. The City does not retain the Tenant as an agent of the City. The Tenant does not retain the City as an agent of the Tenant. The City shall not provide to the Tenant, its agents or employees, any benefits or expenses, including, but not limited to, insurance for liability or property, or ordinary business expenses.
  7. Costs associated with Lease. The City is not responsible for paying any of the Tenant's costs associated with this Lease, including preparation of the Property for farming. The Tenant shall pay all costs related to farming the Property, including the cost of plowing the Property back prior to the termination of this Lease.
  8. Insurance. The Tenant shall acquire and maintain property and liability insurance adequate for the Tenant's use of the Property. The Tenant shall provide proof of insurance upon request by the City. The Tenant, while performing any service or function related to this Lease, agrees to indemnify, hold harmless and defend the City and all its agents and employees from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the execution or performance of this Lease or use of the Property.
  9. Assignment and Sublease Prohibited. The Tenant intends to farm the Property himself. The Tenant agrees that no assignment or sublease of the Property shall be effective without the prior written consent of the City.
  10. Surrender of Possession. The Tenant shall surrender the Property to the City in good condition and repair upon termination of the Lease, whether by lapse of time or otherwise.
  11. Termination Prior to Expiration. The City may, at any time after providing 90 days' written notice, terminate this Lease and take possession of the Property for any purpose deemed in the best interest of the City. The City shall allow the Tenant to remove crops with normal and customary farming practices or, if time does not so allow, return all rents paid for the year and compensate the Tenant at rates not exceeding the current market rate per acre for any crop planted but not harvested.
  12. Remedy. If the Tenant fails to pay the rent when due or fails to perform any of the promises contained in this Lease, the City may, after furnishing the Tenant with a 30-day written notice specifying the default, re-enter and take possession of the Property and hold the Property without such re-entering working a forfeiture of the rents to be paid by the Tenant for the full term of the Lease. If default occurs during cropping season, the City will harvest any and all remaining crops and apply proceeds from the sale thereof to any rent payment due or other outstanding obligations of the Tenant to the City.

13. Tenant's Default. In the event of one of the following acts, the Tenant shall be in default:

- a. The Tenant fails, neglects, or refuses to pay rent or any other monies agreed to be paid, as provided in this Lease when those amounts become due and payable, and if such failure continues for five days after written notification by the City;
- b. Any voluntary or involuntary petition or similar pleading, under any section of any bankruptcy act shall be filed by or against the Tenant or should any proceeding in a court or tribunal declare the Tenant insolvent or unable to pay debts;
- c. The Tenant fails, neglects, or refuses to keep and perform any other conditions of this Lease and if such failure continues for a period of 30 days after written notification by the City; or
- d. Should the Tenant make or attempt to make any assignment or sublease of any interest in the Lease or the Property without the prior written consent of the City.

In the event of any default or violation of this Lease continuing more than 30 days after written notification of default by the City to the Tenant, the City may terminate the Lease and enter into and take possession of the Property. Possession of the Property in these conditions does not relieve the Tenant of the obligation to pay rent and abide by all other conditions of the Lease.

In the event of any default or violation of the Lease continuing more than 30 days after written notification of default by the City to the Tenant, termination of the Lease and possession of the Property by the City, the City may lease the Property to another party without further obligations to the Tenant.

14. Loss and Damage. Tenant assumes and bears the risk of all loss and damage to the Property from any and every cause whatsoever, whether or not insured, except in the case of gross negligence or intentional misconduct on the part of the City, its employees, agents or contractors. No loss or damage to the Property or any part thereof shall impair any obligation of Tenant under this Lease and the Lease shall continue in full force and effect unless Tenant is unable to use the Property for the purposes intended under this Lease.
15. Limitation of Warranties and Liability. In no event shall the City be liable for special, incidental or consequential damages, including but not limited to lost profits, lost business opportunity, or damages related to Tenant's use or intended use of the Property.
16. Lease is Binding. This Lease shall be binding upon the parties hereto and their heirs, successors and assigns.
17. Notification. Notices related to this Lease shall be sent to the following addresses:



a) As to the City: City of Minnetrista  
7701 Co. Rd. 110 W  
Minnetrista, MN 55364  
Attn: Director of Administration

b) As to the Tenant: Bryan Sicheneder  
5320 Upland Ave  
New Germany, MN 55367

or to such other address as either party may notify the other of pursuant to this section.

18. Entire Lease. It is understood that this Lease contains all agreements, promises, and understandings between the City and Tenant regarding the subject matter hereof. This Lease supersedes any prior agreements between the parties regarding the subject matter hereof and any prior lease related to the Property. No modification to this Lease is binding unless made in writing and signed by the City and the Tenant.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands the day and year first above written.

\*\*\*\*\*

**CITY OF MINNETRISTA**

By: \_\_\_\_\_  
Cathleen Reffkin, Acting Mayor

Attest: \_\_\_\_\_  
Ann Meyerhoff, City Clerk

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of March, 2024 by Cathleen Reffkin and Ann Meyerhoff, the acting mayor and city clerk, respectively, of the city of Minnetrista, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Bryan Sicheneder, Tenant Signature

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by  
Mr. Bryan Sicheneder Tenant.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **Legal Description and Depiction of Property**

Lot 1, Block 2, Trista Fields, Hennepin County, Minnesota

## CITY OF MINNETRISTA

### CONSENT AGENDA ITEM 4E

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**Subject:** Request to Approve a Conditional Offer of Employment for Miguel Montes De Oca as Public Works Maintenance Worker

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

**Meeting Date:** March 18, 2024

---

#### **Issue**

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

#### **Overview**

Advertising for the Public Works Maintenance Worker was posted for about a month. There were five applications received and staff conducted two interviews.

Miguel emerged as the final choice for the position. Following a discussion with the Personnel Committee, the Director of Administration continued with the contingent offer segment of the process.

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

A little more information on Miguel: He has worked for Bergerson-Caswell as an Environmental Drill Rig Operator since 2014. He has the necessary skills and experience required for the position such as; experience various machine maintenance repair, welding, operation of heavy equipment (skid steer, excavator, forklift, etc.), and other duties associated with the position. He also has his class A drivers license with desired endorsements.

Due to his experience as well as other applicable skills, the Personnel Committee recommends starting him at Step 4 of the Local 49 Union Pay Program at \$34.12 per hour (see conditional offer letter in Attachment A.)

---

#### **Mission Statement:**

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

**Summary**

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

**Recommended City Council Action:** Approve Conditional Offer of Employment for Miguel Montes De Oca, Public Works Maintenance Worker.

---

**Mission Statement:**

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



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

---

February 23, 2024

Mr. Migel Montes De Oca  
Address

Dear Migel:

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

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

The City is offering 2024 Step 4 rate of pay of \$34.12 per hour (or \$70,977.92 annually), plus a full benefit package that begins on your first day of employment.

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

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

Sincerely,

*Allie Polsfuss*

Allie Polsfuss

Mr. Migel Montes De Oca  
Address

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

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Migel Montes De Oca

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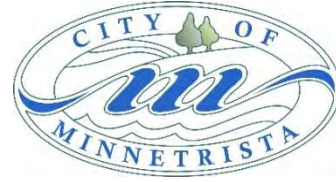
Date

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

## CITY OF MINNETRISTA

### CONSENT AGENDA ITEM 4F

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**Subject:** Accept Resignation of Public Works Maintenance Worker Jonathan Geyen

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

**Meeting Date:** March 18, 2024

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#### **Issue**

Accept Jonathan Geyen's resignation after 6 months of service to the City of Minnetrista.

#### **Overview**

Geyen was hired on September 1, 2023 as Public Works Maintenance worker and has submitted his resignation effective March 22, 2024. Geyen will be returning to his previous place of employment.

Staff has begun a hiring process and will be interviewing qualified candidates for the position. Once a final candidate is selected, the City Council will see a conditional offer of employment on a future meeting agenda.

We wish Jon the best in his future endeavors.

**Recommended City Council Action:** Accept Public Maintenance Worker Jonathan Geyen's resignation effective March 22, 2024.

---

#### **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.



Jonathan Geyen



March 11, 2024

Gary Peters  
City of Minnetrista  
7701 County Road 110 West  
Minnetrista, MN. 55364  
952-446-1660

Gary,

Please accept this letter as notice of my resignation from my position as a city worker .  
My last day of employment will be Friday, March 22, 2024.

It has been a pleasure working with you over the last few months.

Thank you so much for the opportunity to work for the City of Minnetrista. I wish you  
and the wonderful staff all the best.

Sincerely,



Jon Geyen

## CITY OF MINNETRISTA



### CONSENT AGENDA ITEM 4G

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**Subject:** City Administrator Performance Review Summary

**Prepared By:** Allie Polsfuss, Director of Administration on behalf of the City Council

**Meeting Date:** March 18, 2024

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**Issue:**

Jasper Kruggel, City Administrator, has been in his role since April 11, 2022 and underwent his annual performance review for 2023.

**Overview:**

On February 21, 2024 the City Council met with Jasper Kruggel to review his performance in the City Administrator role over the past year. A copy of the performance review, compiled results and compensation analysis were provided to the City Council prior to the meeting. The meeting was closed in accordance with State Statute 13D.05, Subd. 3(a.) The summary of the meeting as required by state statute is below:

The annual performance review was completed by five department heads and five Council members. The compiled results of the review were positive with a final total score of 4.94/5. Based on the results of the performance review and market compensation evaluation, the City Council agreed move the City Administrator from grade 12 step 7 to grade 12 step 8 in the 2024 Pay with a compensation increase from \$157,102 to \$162,593. This change is to be made effective July 1, 2024.

**Recommended Personnel Committee Action:** Approve the summary of the City Administrator's performance review from January 1, 2023-December 31, 2023 and pay adjustment 3.5% effective July 1, 2024.

**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



## CITY COUNCIL AGENDA ITEM 4H

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**Subject:** Approve amendment to Public Works 2024 Equipment Capital Improvement Project (CIP)

**Prepared By:** Gary Peters, Public Works Director

**Meeting Date:** March 18, 2024

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### **Issue:**

Public Works needs to increase the Equipment CIP amount for the purchase of a new tractor for roadside mowing maintenance.

### **Overview:**

Public Works staff evaluates the Equipment CIP every year and tries to predict when a piece of equipment should be replaced and what that cost might be at that time. Since our plan goes out 10+ years, it is hard to accurately determine what a vehicle or piece of equipment might cost in the future. While we do our best to get the purchase price close, we do overestimate at times, and in some circumstances, do not set enough money aside and need to adjust the current CIP. With Public Works looking at purchasing a new tractor for roadside mowing maintenance, we feel it is important to modify the Public Works CIP to utilize the funds we have in a way that maximizes our effectiveness. The new tractor has a purchase price of \$117,308.52 but the Equipment CIP only has \$100,000.00 assigned to the purchase.

- Staff feels that putting an additional \$18,000.00 into the 2024 Public Works CIP is the best for the funds dedicated to the Public Works Equipment CIP.
- Public Works staff feels the purchase of this equipment will aid in our continued efforts to improve roadside maintenance in the City of Minnetrista.

### **Fiscal Impact:**

An increase of \$18,000.00 to the 2024 CIP is requested and would be funded through current fund balance.

### **Recommended City Council Action:**

Motion to approve amending the 2024 Public Works Equipment CIP by an additional \$18,000.00 for the purchase of a new tractor for roadside mowing maintenance.

### **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



## CITY COUNCIL AGENDA ITEM 4I

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**Subject:** Approve Equipment CIP purchase – 2024 tractor

**Prepared By:** Gary Peters, Public Works Director

**Meeting Date:** March 18, 2024

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**Issue:**

The 2014 Kubota tractor used for roadside ditch mowing needs to be replaced due to its small size.

**Overview:**

Before 2014, the public works department would rent a tractor and flail mower to mow the almost 90 miles of City roadside ditches twice per year. In 2014, the City purchased a Kubota M7060 tractor with a Berti brand flail mower and started mowing road ditches throughout the growing season. While this tractor has done its job in the past, the new mowers are heavier and larger and causing the 3-point lift arms on the rear of the Kubota to break. This has happened 3-4 times in the past two years and is time-consuming and expensive to repair. When the City Council approved the 2024 Equipment CIP, it included the purchase of a new tractor. The new tractor has a larger frame size and was quoted to be able to support the new mowers. Currently, Public Works is not requesting a new snow blower attachment for this tractor as the current one for the Kubota is newer and in great shape. Unfortunately, this snow blower will not fit on the new tractor and Public Works would like to keep the Kubota in the fleet for snow blowing walking trails. Its smaller size will also come in to play if the City starts to maintain ice rinks, as the new larger tractor would not be able to get into a standard size hockey rink.

**Fiscal Impact:**

Public Works requested quotes for John Deere, Kubota, Case-IH and New Holland tractors to get a good price comparison. Public Works staff went out to the dealerships to look and operate at the tractors to see which would be the best fit. All tractors are either quoted off the Minnesota State Cooperative Purchasing Venture (state bid) or Sourcewell. Like the state bid, Sourcewell is a cooperative purchasing program that manages equipment and services solicitation to get the best pricing available. The quoted pricing for the tractors is as follows:

- |                              |              |
|------------------------------|--------------|
| • Case IH Maxxum 125 tractor | \$146,412.08 |
| • New Holland T6 tractor     | \$147,046.40 |
| • John Deere 5120M tractor   | \$117,308.52 |
| • Kubota M6 tractor          | \$133,335.52 |

**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.

Public Works staff likes the features of the John Deere tractor, and it has the lowest quoted purchase price, so staff is recommending this for purchase from Minnesota Equipment, Inc. of Rogers, MN.

**Recommended City Council Action:**

Motion to approve the purchase of a John Deere 5120M tractor from Minnesota Equipment, Inc. of Rogers, MN for a total price of \$117,308.52.

**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.



## Customer:

**Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.**

**A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.**

Vendor: Deere & Company

- ☐ 2000 John Deere Run  
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

**For any questions, please contact:**

**Shane Fisher**

Minnesota Equipment, Inc.  
13725 Main Street  
Rogers, MN 55374

Tel: 763-428-4107  
Mobile Phone: 763-204-1171  
Fax: 763-428-2700  
Email: [shanefisher@mnequip.com](mailto:shanefisher@mnequip.com)

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

**Quote Id:** 30310900

---

**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

Minnesota Equipment, Inc.  
13725 Main Street  
Rogers, MN 55374  
763-428-4107  
rogerssales@mnequip.com

---

Prepared For:

**CITY OF MINNETRISTA**



**Proposal For:**

**Delivering Dealer:**

Shane Fisher

Minnesota Equipment, Inc.  
13725 Main Street  
Rogers, MN 55374

763-428-4107  
rogerssales@mnequip.com

**Quote Prepared By:**

Shane Fisher  
763-204-1171  
shanefisher@mnequip.com



---

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

---

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Minnesota Equipment, Inc.  
13725 Main Street  
Rogers, MN 55374  
763-428-4107  
rogerssales@mnequip.com

---

### Quote Summary

**Prepared For:**

CITY OF MINNETRISTA  
7701 COUNTY ROAD 110 W  
MOUND, MN 55364  
Business: 952-446-1660

**Delivering Dealer:**

**Minnesota Equipment, Inc.**  
Shane Fisher  
13725 Main Street  
Rogers, MN 55374  
Phone: 763-428-4107  
Mobile: 763-204-1171  
shanefisher@mnequip.com

---

**Quote ID:** 30310900  
**Created On:** 01 February 2024  
**Last Modified On:** 01 March 2024  
**Expiration Date:** 29 February 2024

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 5120M Utility Tractor	\$ 100,004.52 X	1 =	\$ 100,004.52
<b>Contract:</b> Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70) <b>Price Effective Date:</b> January 31, 2024			
ZUIDBERG FRONT 3 PT AND 1000RPM PTO	\$ 17,304.00 X	1 =	\$ 17,304.00
<b>Contract:</b> Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70) <b>Price Effective Date:</b>			
<b>Equipment Total</b>			<b>\$ 117,308.52</b>

---

\* Includes Fees and Non-contract items

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**Quote Summary**

Equipment Total	\$ 117,308.52
Trade In	
SubTotal	<b>\$ 117,308.52</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 117,308.52
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 117,308.52</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

Confidential





**JOHN DEERE**

---

**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

---

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

Minnesota Equipment, Inc.  
13725 Main Street  
Rogers, MN 55374  
763-428-4107  
rogerssales@mnequip.com

---

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

---

*Confidential*



# Selling Equipment

Quote Id: 30310900

Customer Name: CITY OF MINNETRISTA

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Minnesota Equipment, Inc.  
13725 Main Street  
Rogers, MN 55374  
763-428-4107  
rogerssales@mnequip.com

## JOHN DEERE 5120M Utility Tractor

Hours:

Stock Number:

Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)

Selling Price \*  
\$ 100,004.52

Price Effective Date: January 31, 2024

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
19DGPY	5120M Utility Tractor	1	\$ 86,969.00	22.00	\$ 19,133.18	\$ 67,835.82	\$ 67,835.82
Standard Options - Per Unit							
182A	Less AutoTrac™/Less ISOBUS	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
183N	JDLink™ Modem	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operators Manual	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less Package	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1398	Powr8™ 32F/16R 40 km/h Transmission with Creeper	1	\$ 11,051.00	22.00	\$ 2,431.22	\$ 8,619.78	\$ 8,619.78
1799	Less Loader Prep Package	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2055	Standard Cab	1	\$ 14,975.00	22.00	\$ 3,294.50	\$ 11,680.50	\$ 11,680.50
2120	Air Suspension seat	1	\$ 1,058.00	22.00	\$ 232.76	\$ 825.24	\$ 825.24
2400	Less Instructional Seat	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirror Telescopic LH & RH	1	\$ 380.00	22.00	\$ 83.60	\$ 296.40	\$ 296.40
3025	Corner Post Deluxe Exhaust	1	\$ 752.00	22.00	\$ 165.44	\$ 586.56	\$ 586.56
3326	3 Mechanical Stackable Rear SCV	1	\$ 1,105.00	22.00	\$ 243.10	\$ 861.90	\$ 861.90
3430	3 Stackable Mid SCVs with Mechanical Joystick Control	1	\$ 965.00	22.00	\$ 212.30	\$ 752.70	\$ 752.70
3830	Three Speed PTO - 540/540E/1000	1	\$ 989.00	22.00	\$ 217.58	\$ 771.42	\$ 771.42
4000	Less Front Hitch	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
4030	Electronic Hitch Control with Remote Control on LH Fender	1	\$ 593.00	22.00	\$ 130.46	\$ 462.54	\$ 462.54

# Selling Equipment

**Quote Id:** 30310900

**Customer Name:** CITY OF MINNETRISTA

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Minnesota Equipment, Inc.  
13725 Main Street  
Rogers, MN 55374  
763-428-4107  
rogerssales@mnequip.com

4110	Telescoping Draft Links with Ball End - Category 2	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
4160	LH Only Adjustment Lift Link	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	Mechanical Center Link with Ball Ends - Category 2	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
4310	Basic Drawbar	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
4420	LH & RH Stabilizer Bar	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Flange Axle	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
5090	Steel Rear Wheels	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
5218	480/80R34 NOKIAN HAKKAPELIITTA	1	\$ 1,976.00	22.00	\$ 434.72	\$ 1,541.28	\$ 1,541.28
5915	Nokian Brand Only	1	\$ 484.00	22.00	\$ 106.48	\$ 377.52	\$ 377.52
6040	MFWD Front Axle	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
6218	400/80R24 NOKIAN HAKKAPELIITTA	1	\$ 2,168.00	22.00	\$ 476.96	\$ 1,691.04	\$ 1,691.04
8015	Front Fenders - Turnable	1	\$ 1,059.00	22.00	\$ 232.98	\$ 826.02	\$ 826.02
8020	Rear Fender Extensions	1	\$ 300.00	22.00	\$ 66.00	\$ 234.00	\$ 234.00
8280	Rear Window Wiper	1	\$ 354.00	22.00	\$ 77.88	\$ 276.12	\$ 276.12
8300	Cold Weather package - Coolant heater	1	\$ 111.00	22.00	\$ 24.42	\$ 86.58	\$ 86.58
8727	LED Beacon Light	1	\$ 339.00	22.00	\$ 74.58	\$ 264.42	\$ 264.42
8731	Full LED Lighting Package with Headlights	1	\$ 682.00	22.00	\$ 150.04	\$ 531.96	\$ 531.96
<b>Standard Options Total</b>			<b>\$ 39,341.00</b>		<b>\$ 8,655.02</b>	<b>\$ 30,685.98</b>	<b>\$ 30,685.98</b>
<b>Technology Options/Non-Contract/Open Market</b>							
1900	Less Display	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Technology Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
SU57513	Weight, Rear Wheel - 150 kg (330lb)	1	\$ 629.57	22.00	\$ 138.51	\$ 491.06	\$ 491.06
R213907	Weight, rear wheel - 43.09 kg (95 lb)	3	\$ 170.50	22.00	\$ 37.51	\$ 398.97	\$ 398.97
DZ102076	Engine Block Heater (120V)	1	\$ 139.84	22.00	\$ 30.76	\$ 109.08	\$ 109.08
SJ20133	Steel Toolbox Kit	1	\$ 240.01	22.00	\$ 52.80	\$ 187.21	\$ 187.21
SWJHD62	Bluetooth Radio	1	\$ 380.00	22.00	\$ 83.60	\$ 296.40	\$ 296.40
<b>Dealer Attachments Total</b>			<b>\$ 1,900.92</b>		<b>\$ 418.20</b>	<b>\$ 1,482.72</b>	<b>\$ 1,482.72</b>



# Selling Equipment

Quote Id: 30310900      Customer Name: CITY OF MINNETRISTA

**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

Minnesota Equipment, Inc.  
13725 Main Street  
Rogers, MN 55374  
763-428-4107  
rogerssales@mnequip.com

<b>Value Added Services</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total</b>			
<b>Total Selling Price</b>	<b>\$</b>	<b>\$ 28,206.40</b>	<b>\$</b>
	<b>128,210.92</b>	<b>100,004.52</b>	<b>100,004.52</b>

## ZUIDBERG FRONT 3 PT AND 1000RPM PTO

**Equipment Notes:**

Hours: 0

**Stock Number:**

**Selling Price \***

**Contract:** Sourcewell Ag Tractors 082923-DAC (PG 1P CG  
70)

**\$ 17,304.00**

**Price Effective Date:**

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1		1	\$ 14,904.00	0.00	\$ 0.00	\$ 14,904.00	\$ 14,904.00
<b>Other Charges</b>							
	Freight	1	\$ 1,200.00			\$ 1,200.00	\$ 1,200.00
	Customer Setup	1	\$ 1,200.00			\$ 1,200.00	\$ 1,200.00
			<b>\$ 2,400.00</b>			<b>\$ 2,400.00</b>	<b>\$ 2,400.00</b>
<b>Suggested Price</b>							
						<b>\$ 17,304.00</b>	
<b>Total Selling Price</b>			<b>\$ 17,304.00</b>		<b>\$ 0.00</b>	<b>\$ 17,304.00</b>	<b>\$ 17,304.00</b>



1600 Hwy 55E Buffalo MN, 55313  
 Phone: (763) 682-2200  
 Fax: (763) 682-6141  
 Cell: (763) 286-3658  
 Email seth@welters.net

**Todays Date:** 02/15/2024

**Sales Contact**  
 Seth Strehler

**Sourcewell Contract #** 082923 CNH-2  
**Sourcewell Membership #** 29792

**Quote Expires**  
 12/31/2024

**Quote For:** City of Minnetrista  
 New Holland T6.155 STG 5-NEW

**With Creeper Transmission**

Order Code	Qty.	Description	Price
	1	T6.155 EC 4CYL STG5	\$ 170,549.00
PACKAGES X0789XX	1	T6 EC FAST PICK 1	\$ (9,288.00)
CLIMATE CONTROL 392701	1	Air Conditioning	\$ -
FRONT WORK LAMPS 390661	1	Less High Mounted Headlamp	\$ -
INSTRUMENT PANEL 743902	1	Enhanced Inst w/ ISO Socket	\$ 222.00
OPERATOR STRUCT #1 391610	1	Cab With Fixed Front Screen	\$ -
REAR CAB STORAGE 390906	1	Less Rear Cab Storage Box	\$ -
ROTARY BEACON 758489	1	Rotary Beacon Lefthand Side	\$ 541.00
RR MIRRORS 759154	1	2 Tele/Heat/Rem Adj Mirror	\$ 443.00
SEAT 391283	1	Basic Air Up/Down Head Rest	\$ -
SPECIAL COLORS/ 392209	1	Base Color ISO	\$ -
CHARGING SYSTEMS 764316	1	170A ALTERNATOR	\$ -
ENG SPEED MNMGT 743814	1	Engine Speed Management	\$ -
ENGINE 393110	1	Enigne Stage V With Boost	\$ -
ENGINE OPTIONS 392300	1	Standard Engine Cooling Fan	\$ -
FUEL TANK 759128	1	Std Fuel Tank+Guard	\$ -
WEATHER PACK 758401	1	Grid_Heater	\$ -
BATTERY 759140	1	Heavy Duty Battery Mech ISO	\$ 425.00
SPEED 758414	1	40KPH 32X32 Autoshift+Creeper	\$ 4,268.00
RADAR 390703	1	Less Radar	\$ -
AUX RAMS 390911	1	EDC Base Hydraulic Lift Cyl.	\$ -
HYD PUMP 758441	1	CCLS Pump	\$ 2,146.00
POWER BEYOND 758540	1	Low-Pressure Return	\$ -
REAR REMOTES 743741	1	3 Mech Rear Remote Valves	\$ 1,163.00
PTO 758440	1	540/1000 - Reversible	\$ -
AUTO PTO 390160	1	Less Auto PTO	\$ -
REAR AXLE 758432	1	HD Bar Steel Multi-Diff	\$ 1,930.00
REAR WHEELS TIRES 8328401	1	460/85(18.4)R38	\$ -
FRONT AXLE 392196	1	Class 3, Less Brakes	\$ -
FRONT WHEEL TIRES 8241401	1	380/85(14.9)R28 A8	\$ -
FENDERS PTO CONTR 392803	1	Fender Mounted Controls	\$ -
FRONT FENDERS 758505	1	Front Fender 420mm Dynamic	\$ 1,019.00
FENDERS 391153	1	Standard Fenders	\$ -
PNEUM TRAILER BRAK 390729	1	Less Pneumatic Trailer Brakes	\$ -
TRLR BRK VLV 390711	1	Less Trailer Brakes	\$ -
LOADER BRACKETS 390819	1	Less Loader Ready	\$ -
FRONT BALLAST 390444	1	Tow Hook-Only	\$ -
WHEEL WEIGHTS 758564	1	6X65KG Wheel Weight	\$ 1,552.00
BRAKE PACK 390166	1	Std. Heavy Duty Brake Discs	\$ -
FRONT TOOLBOX 743848	1	Large Toolbox	\$ 122.00
ISO BUS 390648	1	Less ISOBUS Socket	\$ -
AUTOGUIDANCE RDY 391630	1	Standard Steering	\$ -
TURN INDICATOR 758504	1	Self-Cancel + Audible Turn	\$ -
AUTOGUIDANCE 392484	1	Less Autoguidance	\$ -
COMMAND ARM 390021	1	Command Arm Mechanical Remote	\$ -
DRAWBAR 3 PT HITCH 758452	1	Cat II/III Flex Links	\$ -

JOYSTICK	394782	1	Less Joystick	\$	-
LUXURY PACK	391152	1	Std Steering Wheel	\$	-
MID-MOUNT VALVES	390560	1	Less Mid-Mount Valves	\$	-
REAR WIPER WASHER	758348	1	Rear Window Wiper	\$	-
RH WINDOW MOUNT	390665	1	Fixings for Mounted Monitor	\$	-
SPEAKERS	743712	1	Deluxe Radio	\$	-
STORAGE BOX/SEAT	758569	1	Instructional Seat with Belt	\$	-
TELEMATICS	391249	1	Less Telematics	\$	-
WORK LAMPS	758357	1	8 LED High Power Hi-Roof	\$	-

Slowest Creeper Speed  
528 FPH or 9 Feet Per Minute

<b>Sub Total</b>	\$ 175,092.00
<b>28% Sourcewell Discount</b>	\$ (49,025.76)
<b>Sub Total</b>	\$ 126,066.24
<b>Inbound Freight</b>	\$ 3,750.00
<b>Tax</b>	ST3 Form
<b>Tractor Total</b>	<b>\$ 129,816.24</b>

**Contract Release:** T-632(5)  
**Contract Number:** 227421  
**Vendor Number:** 0000193702

**State Contract  
Expires  
3/31/2024**

<b>Zuidberg Front 3 PT/PTO</b>		
1410272	1	Front Hitch 7700 lb \$ 7,058.00
1004021	1	Front PTO 1000 RPM CW 1 3/8 21 spline \$ 6,841.00
1303920	2	Pair of Front hyd remotes \$ 1,004.00
1303892	1	Engine Side Rail Kit \$ 1,154.00
<b>Attachment Sub Total</b>		\$ 16,057.00
<b>12% State Bid Discounts</b>		\$ (1,926.84)
<b>Sub Total</b>		\$ 14,130.16
<b>Installation</b>		\$1,900
<b>Zuidberg Cedar Falls, IA to Buffalo, MN Hauling</b>		\$1,200
<b>Attachment Total</b>		<b>\$ 17,230.16</b>
 <b>Tractor &amp; Front 3 Point Grand Total \$ 147,046.40</b>		

Sign & Date to Accept Quote PO#



3021 W 133rd St • Shakopee, MN 55379 • 952-445-6310  
6140 Hwy 10 NW • Anoka, MN 55303 • 763-323-1720  
23580 Hwy 55 • Loretto, MN 55357 • 763-479-8200  
www.lanoequip.com • www.lanoeq.com • www.lanogardengear.com

## QUOTE - DO NOT PAY

Quote: 03-173223

Date: 2/28/2024

PO:

CustId: CITYMINNETRISTA

Cust Email: aboll@ci.minnetrista.mn.us

Phone: (952) 446-1660

Salesperson: Randy.B

User: Randy.B

Bill To:

CITY OF MINNETRISTA  
7701 COUNTY ROAD 110W  
MINNETRISTA, MN 55364

Ship To:

CITY OF MINNETRISTA

MN STATE CONTRACT PRICING APPLIED TO QUOTE - MN SATE CONTRACT # 227422

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
FRONT HITCH	QU	ZUIDBERG FRONT HITCH	1.0000		\$9,111.00		
		OTH - ZUIDBERG FRONT HITCH, 7700LB LIFT CAPACITY					
		Line Discount: 8.00%				(\$728.88)	
		<b>Total FRONT HITCH</b>					\$8,382.12
FRONT PTO	QU	ZUIDBERG FRONT PTO	1.0000		\$7,135.00		
		OTH - ZUIDBERG FRONT PTO, 540 PTO					
		Line Discount: 8.00%				(\$570.80)	
		<b>Total FRONT PTO</b>					\$6,564.20
CHAIN HANGERS	QU	ZUIDBERG CHAIN HANGERS	1.0000		\$296.00		
		OTH - ZUIDBERG CHAIN HANGERS					
		Line Discount: 8.00%				(\$23.68)	
		<b>Total CHAIN HANGERS</b>					\$272.32
SMALL ACCUMULATOR	QU	ZUIDBERG SMALL ACCUMULATOR	1.0000		\$409.00		
		OTH - ZUIDBERG SMALL ACCUMULATOR					
		Line Discount: 8.00%				(\$32.72)	
		<b>Total SMALL ACCUMULATOR</b>					\$376.28
WEIGHT CARRIER	QU	ZUIDBERG WEIGHT CARRIER	1.0000		\$781.00		
		OTH - ZUIDBERG WEIGHT CARRIER					
		Line Discount: 8.00%				(\$62.48)	
		<b>Total WEIGHT CARRIER</b>					\$718.52
HD ARM KIT / TORSION TUBE	QU	ZUIDBERG HD ARM KIT / TORSION TUBE	1.0000		\$1,463.00		
		OTH - ZUIDBERG HD ARM KIT / TORSION TUBE					
		Line Discount: 8.00%				(\$117.04)	
		<b>Total HD ARM KIT / TORSION TUBE</b>					\$1,345.96
PUSHBAR SUPPORT	QU	ZUIDBERG PUSHBAR SUPPORT	1.0000		\$1,254.00		
		OTH - ZUIDBERG PUSHBAR SUPPORT					
		Line Discount: 8.00%				(\$100.32)	
		<b>Total PUSHBAR SUPPORT</b>					\$1,153.68
FREIGHT	QU	ZUIDBERG FREIGHT	1.0000		\$960.00		
		OTH - MN STATE CONTRACT FREIGHT ( \$4.00 LOADED MIL					
		<b>Total FREIGHT</b>					\$960.00
INSTALL ZUIDBERG	QU	ZUIDBERG INSTALL ZUIDBERG	1.0000		\$2,800.00		
		OTH - INSTALL ZUIDBERG ON M6 TRACTOR, \$140.00 PER					



3021 W 133rd St • Shakopee, MN 55379 • 952-445-6310  
6140 Hwy 10 NW • Anoka, MN 55303 • 763-323-1720  
23580 Hwy 55 • Loretto, MN 55357 • 763-479-8200  
www.lanoequip.com • www.lanoeq.com • www.lanogardengear.com

## QUOTE - DO NOT PAY

Quote: 03-173223

Date: 2/28/2024

PO:

CustId: CITYMINNETRISTA

Cust Email: aboll@ci.minnetrista.mn.us

Phone: (952) 446-1660

Salesperson: Randy.B

User: Randy.B

Bill To:

CITY OF MINNETRISTA  
7701 COUNTY ROAD 110W  
MINNETRISTA, MN 55364

Ship To:

CITY OF MINNETRISTA

		<b>Total INSTALL ZUIDBERG</b>		<b>\$2,800.00</b>
<b>STUCCHI COUPLERS QU</b>		<b>STUCCHI STUCCHI COUPLERS</b>	<b>1.0000</b>	<b>\$2,145.00</b>
		OTH - STUCCHI COUPLERS, 6 STATION, PARKING STAND		
		<b>Total STUCCHI COUPLERS</b>		<b>\$2,145.00</b>
<b>DV50-08S</b>	<b>PA</b>	<b>MIS - ELECTRONIC DIVERTER VALVE 2 IN 4 OUT</b>	<b>2.0000</b>	<b>\$251.91</b>
<b>NOKIAN</b>	<b>QU</b>	<b>NOKIAN NOKIAN HAKKAPELIITTA TIRE</b>	<b>1.0000</b>	<b>\$9,016.00</b>
<b>HAKKAPELIITTA</b>		OTH - NOKIAN HAKKAPELIITTA TIRES, FRONTS -REARS		
<b>TIRE</b>		<b>Total NOKIAN HAKKAPELIITTA TIRE</b>		<b>\$9,016.00</b>
<b>Total:</b>				<b>\$34,237.90</b>

Totals		<b>Sub Total:</b>	<b>\$34,237.90</b>
		<b>Total Tax:</b>	<b>\$0.00</b>
		<b>Invoice Total:</b>	<b>\$34,237.90</b>

Signature: \_\_\_\_\_

Quote is Valid for 30 days, programs and discounts subject to change without notice





1600 Hwy 55E Buffalo MN, 55313  
 Phone: (763) 682-2200  
 Fax: (763) 682-6141  
 Cell: (763) 286-3658  
 Email seth@welters.net

**Todays Date:** 02/14/2024

**Sales Contact**  
 Seth Strehler

**Sourcewell Contract #** 082923 CNH-1  
**Sourcewell Membership #** 29792

**Quote Expires**  
 12/31/2024

**Quote For:** City of Minnetrista

Case IH Maxxum 125 AD4 STG 5-NEW

With Creeper Transmission

Order Code	Qty.	Description	Price
	1	Maxxum 125 Active Drive 4	\$ 166,342.00
	1	AD4 Standard Package	\$ (9,288.00)
OPERATOR STRUCTURE391610	1	Cab With Fixed Front Screen	\$ -
CLIMATE CONTROL 392701	1	Air Conditioning	\$ -
LUXURY PACK 391152	1	Std Steering Wheel	\$ -
REAR CAB STORAGE 390906	1	Less Rear Cab Storage Box	\$ -
REAR WIPERWASHER 758348	1	Rear Window Wiper	\$ 580.00
SPEAKERS 743712	1	Deluxe Radio	\$ 665.00
STORAGE BOX/SEAT 758569	1	Instructional Seat with Belt	\$ 770.00
TURN INDICATOR 758504	1	Self-Cancel + Audible Turn	\$ -
STEERING AUTO READY391630	1	Standard Steering	\$ -
RR MIRRORS 759154	1	2 Tele/Heat/Rem Adj Mirror	\$ 443.00
INSTRUMENT PANEL 743902	1	Enhanced Inst w/ ISO Socket	\$ 222.00
FRONT WORK LAMPS 390661	1	Less High Mounted Headlamp	\$ -
HOOD LIGHTS 759446	1	Basic Hood Lights	\$ -
WORK LAMPS 758593	1	8 LED High Power Low-Roof	\$ -
ROTARY BEACON 758489	1	Rotary Beacon Lefthand Side	\$ 541.00
PRECISION 393190	1	Less P&CM Module & HW	\$ -
RH WINDOW BAR MT 763152	2	Deluxe Monitor Bracket	\$ 536.00
TELEMATICS 391249	1	Less Telematics	\$ -
CHARGING SYSTEMS 758557	1	150 AMP_Alternator	\$ -
ENG SPEED MGMT 743814	1	Engine Speed Management	\$ 602.00
ENGINE 393110	1	STV 5 With Engine Boost	\$ -
ENGINE OPTIONS 392300	1	Standard Cooling Fan	\$ -
WEATHER PACK 758401	1	Grid Heater Only	\$ -
BATTERY 392499	1	Standard Battery 140AH w isolater	\$ -
FUEL TANK 759128	1	Standard Fuel Tank W Guard 55 Gallon	\$ -
SPEED 758414	1	40KPH 32X32 Autoshift+Creeper	\$ 4,268.00
RADAR 390703	1	Less Radar	\$ -
PNEUM TRL BRAKE 390729	1	Less Trailer Brakes	\$ -
TRLR BRK VLV 390711	1	Less Trailer Brakes	\$ -
FRONT THREE POINT 390811	1	Less Front Linkage	\$ -
HOSES FOR FHPL 390926	1	Less Tubes for FHPL	\$ -
AUX RAMS 390911	1	EDC Base Hydraulic Lift Cyl.	\$ -
DRAWBAR/3 PT HITCH 758452	1	Cat II/III Flex Links	\$ 164.00
HYD PUMP 758441	1	CCLS Pump	\$ 2,146.00
REAR REMOTES 743741	1	3 Mech Rear Remote Valves (2C)	\$ 1,597.00
POWER BEYOND 758540	1	Low-Pressure Return	\$ -
AUTO PTO 390160	1	Less Auto PTO	\$ -
FRONT AXLE 392196	1	Class 3, Less Brakes 9083 Lb Capacity	\$ -
FRONT WHEELS/TIRES8241401	1	380/85(14.9)R28 A8	\$ -
REAR AXLE 758432	1	HD Bar Steel Multi-Diff	\$ 1,930.00
REAR WHEELS/TIRES 8328401	1	460/85(18.4)R38 R1W	\$ -
FENDERS PTO CTL 392803	1	Fender Mounted Controls	\$ -
FRONT FENDERS 758505	1	Front Fender 420mm Dynamic	\$ 1,019.00
FENDERS 391153	1	Standard Fenders	\$ -

LOADER BRACKETS	390819	1	Less Loader Ready	\$	-
JOYSTICK	394782	1	Less Joystick	\$	-
MID-MOUNT VALVES	390560	1	Less Mid-Mount Valves	\$	-
FRONT BALLAST	390444	1	Tow Hook-Only	\$	-
WHEEL WEIGHTS	758564	1	6X65KG Wheel Weight	\$	1,552.00
BRAKE PACK	390166	1	Std. Heavy Duty Brake Discs	\$	-
FRONT TOOLBOX	743848	1	Large Toolbox	\$	122.00
ISO BUS	390648	1	Less ISOBUS Socket	\$	-
HEADLAND SYSTEM	391341	1	Less Headland Control System		

Slowest Creeper Speed  
528 FPH or 9 Feet Per Minute

<b>Sub Total</b>	\$ 174,211.00
<b>28% Sourcewell Discount</b>	\$ (48,779.08)
<b>Sub Total</b>	\$ 125,431.92
<b>Inbound Freight</b>	\$ 3,750.00
<b>Tax</b>	ST3 Form
<b>Tractor Total</b>	<u>\$ 129,181.92</u>

**Contract Release:** T-632(5)  
**Contract Number:** 227421  
**Vendor Number:** 0000193702

**State Contract**  
**Expires**  
**3/31/2024**

<b>Zuidberg Front 3 PT/PTO</b>			
1410272	1	Front Hitch 7700 lb	\$ 7,058.00
1004021	1	Front PTO 1000 RPM CW 1 3/8 21 spline	\$ 6,841.00
1303920	2	Pair of Front hyd remotes	\$ 1,004.00
1303892	1	Engine Side Rail Kit	\$ 1,154.00
<b>Attachment Sub Total</b>			\$ 16,057.00
<b>12% State Bid Discounts</b>			\$ (1,926.84)
<b>Sub Total</b>			\$ 14,130.16
<b>Installation</b>			\$1,900
<b>Zuidberg Cedar Falls, IA to Buffalo, MN Hauling</b>			\$1,200
<b>Attachment Total</b>			<u>\$ 17,230.16</u>
<b>Tractor &amp; Front 3 Point Grand Total</b>			<u>\$ 146,412.08</u>

Sign & Date to Accept Quote      PO#

-- Standard Features --

-- Custom Options --



M Series

M6-131DTC-F-1

4WD FARM TRACTOR, ELECTRO-HYDRAULIC SHUTTLE  
TRANSMISSION & CAB

\*\*\* EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS \*\*\*

#### DIESEL ENGINE

Kubota V6108 Direct Injection  
6.1L (374 cu. In.) 4 Cyl  
EPA Tier 4 Final Compliant  
Common Rail Electronic Fuel Injection  
Electronic Engine Management  
Turbocharged  
w/Wastegate and Intercooled  
Fuel Tank Capacity: 50.2 Gal  
130 Amp Alternator Cab  
12V 1090 CCA Battery  
SAE Gross HP: 131.6  
Engine Net HP: 123.2  
Max . PTO HP: 104.0  
@ 2200 Engine RPM

#### EXHAUST EMISSION CONTROL TYPE

DPF System (Diesel Particulate Filter)  
SCR System  
DEF Tank Capacity: 4.2 Gal

#### HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Pump  
Max. Flow @ Rated Engine Speed:  
Power Steering: 14.6  
Impl. Flow: 20.4 gpm  
Total Flow: 35.0 gpm

#### REMOTE VALVES

(1) SCD (Self Canceling Detent)  
(1) FD (Float Detent)  
In-Cab Flow Control Adjustment

#### 3 POINT HITCH & DRAWBAR

Cat II 3-point Hitch  
@ Lift Points: 8598 lbs  
@ 24" Behind: 6834 lbs  
2 External Lift Cylinders  
Electronic Position and Draft Control  
Telescoping Lower Links  
Stabilizers  
Swinging Drawbar - 4.5" Drop

#### POWER TAKE OFF (540)

Live-Independent Hyd. PTO  
SAE 1 3/8" Six Spline  
540 rpm @ 1994 Eng. rpm  
SAE 1 3/8" Twenty-One Spline  
1000 rpm @ 2050 Eng. rpm

#### LIGHTING

2 Headlights - Tail lights  
4 Hazard Flasher Lights w/ Turn Signals  
2 Grille Mounted Worklights  
2 Front Cab Halogen Worklights  
2 Rear Halogen Worklights

#### TRANSMISSION

24F/24R Intelli-Shift  
Three Range, 8-Speed Semi-  
Powershift  
Auto Shift Mode - Field & Road  
Auto 4WD Function  
Electro-Hydraulic Shuttle Shift  
Electro-Hydraulic Front & Rear Diff.  
Lock  
Clutch - Multi Plate Wet  
Planetary Final Drives  
Hydraulic Wet Disc Brakes

#### FRONT AXLE

Hydrostatic Power Steering  
4WD: Cast Iron, Bevel Gear Type  
Bi-Speed Turn Feature  
Planetary Final Drives  
Adj. (Rim) Tread Spacing

#### FLUID CAPACITY

Cooling System: 15.4 qts  
Crankcase: 14.6 qts  
Hydraulics/Trans: 17.2 gal

#### INSTRUMENTS

LCD readout for MPH and PTO rpm  
26 Mode LCD Readout  
Tachometer/Hour meter  
Oil Pressure  
Fuel Gauge  
Coolant Temperature  
Gear Speed Digital Light Indicator  
Digital Light Indicator F/R Direction  
(2) USB Ports

#### GRAND-X CAB

4-post, ROPS Certified  
RH & LH Doors  
Tinted Glass Doors and Windows  
In-roof window/vent  
Tilt and Telescoping Steering Wheel  
Deluxe Air Ride Seat  
Dual Level Air Conditioning & Heater  
Front and Rear Wiper/Washer  
Front Sun Visor  
Rear View Mirror  
LH & RH Telescoping Side Mirrors  
Radio Ready Cab  
Steps, Left and Right Side  
Interior Dome Light  
12V - 30-Amp 2 Wire Coupler  
12V - 3 Pin 30-Amp Coupler  
12V - Outlet  
Cup Holder  
Instructor Seat Ready  
Horn

#### SAFETY EQUIPMENT

Flip-Up PTO Shield  
Safety Start Switches  
Electric Key Shut Off

M6-131DTC-F-1 Base Price: \$117,998.00

(1) RIGHT FENDER REMOTE HITCH SWITCH M9237-RIGHT FENDER REMOTE HITCH SWITCH	\$57.00
(1) CREEP SPEED KIT M9127-CREEP SPEED KIT	\$1,227.00
(1) FRONT FENDER BRACKET KIT FOR M125X M9298A-FRONT FENDER BRACKET KIT FOR M125X	\$523.00
(1) 440MM PLASTIC FENDER FOR M9290 M9209-440MM PLASTIC FENDER FOR M9290	\$166.00
(1) FRONT SWIVEL FENDER M9290-FRONT SWIVEL FENDER	\$992.00
(1) REAR DEFOGGER KIT FOR M-GX TRACTOR M9118-REAR DEFOGGER KIT FOR M-GX TRACTOR	\$495.00
(1) FRONT WORK LIGHT M9229-FRONT WORK LIGHT	\$184.00
(1) INSTRUCTOR'S SEAT KIT PNF M9121A-INSTRUCTOR'S SEAT KIT PNF	\$590.00
(1) ARM REST BRACKET FOR M-GX TRACTORS M9140-ARM REST BRACKET FOR M-GX TRACTORS	\$117.00
(1) REAR WORK LIGHT KIT FOR GX CAB TRA M1352-REAR WORK LIGHT KIT FOR GX CAB TRA	\$204.00
(1) M6 BEACON LIGHT KIT M7582-M6 BEACON LIGHT KIT	\$504.00
(1) M6 BACKUP ALARM KIT M7562-M6 BACKUP ALARM KIT	\$375.00
<b>Configured Price:</b>	<b>\$123,432.00</b>
<b>Sourcewell Discount:</b>	<b>(\$27,155.04)</b>
<b>SUBTOTAL:</b>	<b>\$96,276.96</b>
<b>Factory Assembly:</b>	<b>\$260.00</b>
<b>Dealer Assembly:</b>	<b>\$1,310.83</b>
<b>Freight Cost:</b>	<b>\$850.00</b>
<b>PDI:</b>	<b>\$400.00</b>
<b>ZUIDBERG FRONT HITCH, FRONT PTO, SMALL ACCUMULATOR, HD TORSION KIT, PUSH BAR SUPPORT, FREIGHT, INSTALL, STUCCHI COUPLERS, DIVERter VALVES, NOKIAN TIRES</b>	<b>\$34,237.90</b>

Total Unit Price: \$133,335.69

Quantity Ordered: 1

Final Sales Price: \$133,335.69

**Final pricing will be based upon pricing at the time of  
final delivery to Sourcewell members.  
Purchase Order Must Reflect Final Sales Price.**

**To order, place your Purchase Order directly with the quoting  
dealer**

Parking Brake  
Turn Signals  
SMV Sign  
7-Pin Electrical Trailer Connector

SELECTED TIRES

sub136  
FRONT - 380/85R24 R1W GOODYEAR OPTTRAC WAF  
REAR - 460/85R38 R1W GOODYEAR OPTTRAC CAST

**\*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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192.230.94.

# CITY OF MINNETRISTA



## CITY COUNCIL AGENDA ITEM 4J

**Subject:** Award Street Sweeping Services to Carefree Services, Inc.

**Prepared By:** Gary Peters, Public Works Director

**Meeting Date:** March, 18, 2024

### **Issue:**

The City of Minnetrista budgets and contracts for street sweeping services which occur in the spring (March/April), and fall (October/early November). This is a complete sweeping of all 56 miles of City owned paved streets.

### **Overview:**

Public Works staff requested quotations from five street sweeping contractors for the 2024, 2025 and 2026 seasons; three of which responded with quotes. Quotes were requested and bid on a per mile basis for the spring and fall sweepings.

Carefree Services, Inc. out of Maple Plain, MN submitted the lowest quote. Carefree Services has been the City's sweeping contractor for the last several years and has done an excellent job and completed it in a timely manner.

Private streets will be swept by the contractor at a per mile charge. Payment by the homeowners' association will be made in advance of the work being performed and a hold harmless agreement with the City is signed. This covers any damage to the roadway caused by street sweeping.

### **Fiscal Impact:**

A brief summary of quotations received is shown:

Contractor	Spring 2024	Fall 2024	2024 Total	Spring 2025	Fall 2025	2025 Total	Spring 2026	Fall 2026	2026 Total	Total Contract Cost
Quality Sweeping Services	\$19,000	\$16,800	\$35,800	\$19,380	\$17,136	\$36,516	\$19,760	\$17,472	\$37,232	\$90,168
Carefree Services	\$17,416	\$14,448	\$31,864	\$18,424	\$15,288	\$33,712	\$19,488	\$16,184	\$35,672	\$82,824
Dustbusters Pavement Sweeping	\$19,600	\$19,600	\$39,200	\$20,608	\$20,608	\$41,216	\$21,672	\$21,672	\$43,344	\$123,760
Twin City Sweeping			\$0			\$0			\$0	\$0
Dakota Sweeping			\$0			\$0			\$0	\$0

### **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.

Carefree Services, Inc. submitted the lowest quote and is recommended by Public Works for awarding of the street sweeping services for spring and fall at the following quoted prices:

- 2024 - \$31,864.00
- 2025 - \$33,712.00
- 2026 - \$35,672.00

Sweeping of City streets is funded through the storm water maintenance fund.

**Recommended City Council Action:**

Motion to award street sweeping services to Carefree Services, Inc., for the total quoted price of \$31,684.00 for 2024; \$33,712.00 for 2025; and \$35,672.00 for 2026.
--

**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  
7701 County Road 110 West  
Minnetrista, MN 55364

Request for quotations for street sweeping services for the spring and fall of 2024, 2025, & 2026.

Deadline to receive written quotations/proposals is 3:30 p.m. on Friday, March 8, 2024. Submit all quotations/proposals to Gary Peters, Public Works Director, at the address listed above. Quotes can also be emailed to Mr. Peters at [garypeters@ci.minnetrista.mn.us](mailto:garypeters@ci.minnetrista.mn.us) or faxed attention to Mr. Peters at 952-446-1311.

NOTE: Contract is to be awarded at the March 18, 2024, City Council meeting.

Vendors:

The City of Minnetrista is seeking new quotations/proposals for fall street sweeping services. The City has approximately 56 miles of paved roads and we are looking forward to receiving the following information in your written quotation/proposal, if you decide to respond:

- a) Contractor will provide twice a year street sweeping services for 2024, 2025 and 2026 (once in spring and once in fall). **This service will be completed using Air/Vacuum type sweepers.** Services will be scheduled with the City's Public Works department, with Gary Peters (PW Director) as the point of contact. Contractor is responsible for hauling sweepings back to the City Public Works yard for disposal. Contractor will also be responsible for tracking the number of loads of debris for the City and providing this information at the completion of street sweeping. Water fill stations are shown on the sweeping maps and will be discussed with operators prior to starting services.
- b) City Public Works Director will work with contractor to determine a start date for both the spring and fall sweeping, as this process is weather dependent.
- c) If the City requests that private streets be added to the sweeping schedule, the Contractor shall be paid at a set price as provided in an additional quote.
- d) Contractor will provide its quotation in a per mile rate (unit price) format for their work on roadways. Quotes shall be provided separately for the spring sweeping and the fall sweeping. Prior to any work performed, the Contractor will provide evidence of acceptable insurance coverage (\$2 million in general liability insurance) to protect itself and the City from claims and liability for injury or damage to persons or property for all work performed and name the City as an additional insured under its commercial general liability policy in limits acceptable to the City. The Contractor will also provide its own worker's compensation insurance and provide evidence to the City of such coverage before providing services.
- e) The Contractor may provide a standard company contract for its services, but the Contractor will be required to enter into an agreement prepared by the City of Minnetrista and agree to all the terms and conditions of that agreement in order to conduct its services.
- f) The term of this contract will be the date of acceptance through December 31, 2026.
- g) Contractor is an independent contractor and not an employee(s) of the City.
- h) The Contractor will supply and use its own equipment and tools to perform its services.

- i) The undersigned certifies that the Contract Documents have been carefully examined, and that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood, and that at no time will misunderstanding of the Contract Documents be pleaded. On the basis of the Contract Documents, the undersigned proposes to furnish all necessary apparatus and other means of construction, to do all the work and furnish all the materials/equipment/labor in the manner specified, and to accept as full compensation therefore the sum of the various products obtained by multiplying each unit price herein bid for the work or materials, by quantities thereof actually incorporated in the completed project, as determined by the City.
- j) In submitting this proposal, it is understood that the right reserved by the Owner to reject any or all proposals and to waive informalities.
- k) The Owner reserves the right to select a Contractor based upon proposed use of an air or broom style sweeper, at their discretion.
- l) As a part of this quote, the Contractor agrees to perform all work at the following unit prices:

Sweeping (Time/Year)	Units	Qty	Unit Price per Mile	Total Price
Spring - 2024	mile	56	\$ 311	17416
Fall - 2024	mile	56	\$ 258	14448
Spring - 2025	mile	56	\$ 329	18424
Fall - 2025	mile	56	\$ 273	15288
Spring - 2026	mile	56	\$ 348	19458
Fall - 2026	mile	56	\$ 289	16184

Company Information:

Name: Carefree Sweeps Inc.

Address: P.O. box 208  
Hampden, MA 01906

Phone Number: 612-363-6729

Email Address: steve@carefreesweeping.com

Steve Lantis  
 Representative Name

Signature

Date

2/19/24



**Dustbuster's Pavement Sweeping, LLC**  
**15839 Lincoln St NE**  
**Ham Lake, MN 55304**  
**Phone: 763-753-5697**

# Proposal

<b>Name / Address</b>
Construction Pricing

<b>100% Satisfaction Guaranteed</b>
-------------------------------------

**We hereby propose to furnish all materials and perform all labor necessary for the completion of sweeping all blacktop areas and removal of all dirt swept. This also includes the sweeping of sidewalks, entrances and corners. Either party may rescind this contract with a 30 day written notice.**

Description	Frequency	Cost
2024-2026 Construction Sweeping- City Of Minnetrista		
Tymco Sweeper	Per Mile	350.00
Tymco Sweeper (2025)	Per Mile	368.00
Tymco Sweeper (2026)	Per Mile	387.00

Please print contact name & phone #:	
--------------------------------------	--

**Sign & date to accept agreement**

<b>E-mail:</b> info@dustbusterspavementsweeping.com
---

\_\_\_\_\_ **Thank You!**

# Quality Sweeping Services, LLC



10673 Le Sueur Ave  
Montgomery, MN 56069

Office: 952-440-5348

Cell: 612-518-2547

Email: [adam@qualitysweepingservices.com](mailto:adam@qualitysweepingservices.com)

[www.qualitysweepingservices.com](http://www.qualitysweepingservices.com)

## Estimate

Date	Estimate #
2/20/2024	4402

### Billing Address:

City of Minnetrista  
7701 Co Rd 110 W  
Minnetrista MN 55364

### Job/ Location:

City of Minnetrista

Description	Qty	Cost	Total
Spring Sweeping 2024- 56 Miles of Roadway- Swept Curb to Curb- City is to provide material dump site	1	19,000.00	19,000.00
Fall Sweeping 2024- 56 Miles of Roadway- Swept Curb to Curb- City is to provide material dump site	1	16,800.00	16,800.00
Spring Sweeping 2025- 56 Miles of Roadway- Swept Curb to Curb- City is to provide material dump site	1	19,380.00	19,380.00
Fall Sweeping 2025- 56 Miles of Roadway- Swept Curb to Curb- City is to provide material dump site	1	17,136.00	17,136.00
Spring Sweeping 2026- 56 Miles of Roadway- Swept Curb to Curb- City is to provide material dump site		19,760.00	19,760.00
Fall Sweeping 2026- 56 Miles of Roadway- Swept Curb to Curb- City is to provide material dump site	1	17,472.00	17,472.00
Thank you for the opportunity!		<b>Subtotal</b>	\$109,548.00

This proposal may be withdrawn by us if not accepted within 90 days.

**Total** \$109,548.00

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **STREET SWEEPING SERVICES AGREEMENT**

This Agreement is made this the 18<sup>th</sup> day of March, 2024, by and between Carefree Services, Inc. of Maple Plain, MN, a Minnesota company (“Contractor”) and the City of Minnetrista, a Minnesota municipal corporation (“City”).

### **Recitals**

WHEREAS, The City has a need to enter into an agreement for street sweeping services; and

WHEREAS, the Contractor provided the lowest quotation price amongst the six vendors providing quotes, and who has the professional expertise and equipment to perform such duties for the City; and

WHEREAS, the City and the Contractor wish to define the scope of services and terms of their agreement; and

NOW, THEREFORE, the City and the Contractor agree as follows:

### **Terms**

#### **1.0 SCOPE OF SERVICES**

Contractor will perform the following services on all designated city streets in Minnetrista:

Contractor will provide air sweeping service twice a year; once in spring and once in fall. The City has approximately 56 miles of paved roads. Services will be scheduled with the City’s Public Works department through the Public Works Superintendent, Gary Peters. Street sweepings may be deposited at the City Public Works Facility.

#### **2.0. TERMS**

The term of this contract is March 18, 2024 to December 31, 2026; with start and end dates for both spring and fall street sweeping work to be determined by the City and Contractor.

#### **3.0 COMPENSATION**

The City will compensate the Contractor the total 3-year contract price amount of \$82,824.00.00; broken down as follows: \$31,864.00 for 2024 spring and fall street sweeping services; \$33,712.00 for 2025 spring and fall street sweeping services; \$35,672.00 for 2026 spring and fall street sweeping services. The rate includes the sweeping of City streets as described and requested by the City. The contractor will bill the City of Minnetrista the following amounts after the completion of services: \$17,416.00 (\$311.00/mile) for spring of 2024 street sweeping services; \$14,448.00 (\$258.00/mile) for the fall of 2024 street sweeping services; \$17,424.00 (\$329.00/mile) for spring of 2025 street sweeping services; and \$15,288.00 (\$273.00/mile) for fall of 2025 street sweeping services; \$19,488.00 (\$348.00/mile) for spring of 2026 street sweeping services; and \$16,184.00 (\$289.00/mile) for fall of 2026 street sweeping services.

#### 4.0. INDEPENDENT CONTRACTOR

Both the Contractor and the City acknowledge and agree that Contractor is an independent contractor and not an employee of the City. Any employee or subcontractor who may perform services for Contractor in connection with this Agreement is also not an employee of the City. The Contractor understands that the City will not provide any benefits of any type in connection with this Agreement, including but not limited to health or medical insurance, worker's compensation insurance and unemployment insurance, nor will the City withhold any state or federal taxes, including income or payroll taxes, which may be payable by the Contractor.

The Contractor will supply and use its own equipment and tools to complete the services under this Agreement

The Contractor acknowledges that any general instruction it receives from the City has no effect on its status as an independent contractor.

#### 5.0 INSURANCE

The Contractor will maintain adequate insurance during the entire contact term to protect itself and the City from claims and liability for injury or damage to persons or property for all work performed by the Contractor and its respective employees or agents under this Agreement. The Contractor shall name the City as an additional insured under its commercial general liability policy in limits acceptable to the City. Prior to performing any services under this Agreement, the Contractor shall provide evidence to the City that acceptable insurance coverage is effective.

#### 6.0 WORKER'S COMPENSATION

The Contractor will provide its own worker's compensation insurance and provide evidence to the City of such coverage before providing services under this Agreement.

#### 7.0 INDEMNIFICATION

The Contractor will hold harmless and indemnify the City, its officers, employees, and agents, against any and all claims, losses, liabilities, damages, costs and expenses (including defense, settlement, and reasonable attorney's fees) for claims as a result of bodily injury, loss of life, property damages and any other damages arising out of the Contractor's performance under this Agreement.

#### 8.0 APPLICABLE LAW

The execution, interpretation, and performance of this Agreement will, in all respects, be controlled and governed by the laws of Minnesota.

#### 9.0 ASSIGNMENT

The Contractor may not assign this Agreement or procure the services of another individual or company to provide services under this Agreement without first obtaining the express written consent of the City.

10.0 ENTIRE AGREEMENT; AMENDMENTS

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.

11.0 NO WAIVER BY CITY

By entering into this Agreement, the City does not waive its entitlement to any immunities under statute or common law.

12.0 BACKGROUND CHECKS

The City may perform background checks, in accordance with state law, on any of the Contractor's employees who provide service to the City.

13.0 SEVERABILITY

Should any part or portion of this Agreement be deemed illegal or non-binding by a court of law, the remainder of the Agreement shall remain in effect.

14.0 TERMINATION. Either party may terminate this Agreement until end dates stipulated in Agreement, or until either party provides written notice to the other at least thirty (30) days prior to the desired termination date.

15.0 CONFIDENTIALITY/DATA PRACTICES. Under no circumstances may the Contractor, or any of its employees, agents or personnel, provide information or data to anyone outside of what is described in this Agreement without written permission from the City of Minnetrista. The books, records, documents, and accounting procedures of the Contractor, relevant to this Agreement are subject to examination by the City, and either the legislative or State Auditor as appropriate, pursuant to Minnesota Statute Section 16C.05, subdivision 5. The Contractor shall comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year written above.

**City of Minnetrista**

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Its: City Clerk

**Carefree Services, Inc.**

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

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

# CITY OF MINNETRISTA



## CITY COUNCIL AGENDA ITEM 4K

**Subject:** Award park trail overlay paving to JBT Blacktopping

**Prepared By:** Gary Peters, Public Work Director

**Meeting Date:** Monday, March 18, 2024

### **Issue:**

The walking trails at Linden Park and Lisle Park need an asphalt overlay.

### **Overview:**

There are no records of any maintenance performed on the trails at Linden and Lisle parks. Visual inspection shows that the trails were crack filled at one time since installation. Linden Park was constructed around 2005, while Lisle Park was constructed in 2009. Linden Park's figure eight shaped trail has a total length of approximately 750' with a width of 8'. Lisle Park's winding walking trail is approximately 2500' in length with a width of 8'. The attached maps show where the trail is located, and the white lines show what will be overlayed. Public works staff complete all the prep work for the overlay. This will consist of replacing deteriorated asphalt areas, removing/replacing bad areas of base, leveling areas as needed, and milling transition areas. This prep work is time consuming, thus making it an expensive part of the project for contractors. Doing this work in-house will save money.

### **Fiscal Impact:**

Five local paving contractors were contacted and asked if they would like to quote this project. While all said yes, only three returned quotes. Those quotes are attached, and they are as follows:

Contractor	Linden Park	Lisle Park	Total Cost
JBT Blacktopping	\$10,800.00	\$36,000.00	\$46,800.00
Plehal Blacktopping	\$13,384.00	\$41,635.00	\$55,019.00
Dunsmore Asphalt	Lump sum quote		\$62,500.00
DMJ Asphalt			\$0.00
Professional Asphalt			\$0.00
<b>CIP Estimate</b>	<b>\$15,000.00</b>	<b>\$75,000.00</b>	<b>\$90,000.00</b>

### **Mission Statement:**

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

The contractor recommended for trail overlay paving of City parks is JBT Black Topping at a price of \$46,800.00. JBT Blacktopping has been awarded work for the City in the past and did an excellent job. Those jobs consisted of paving Well #7's driveway, the trail replacement at Slow Creek Park, and the trail repair located just off Woodland Cove Blvd.

Funding for this trail overlay paving will be paid for out of the 404 Parks Dedication Fund.

**Recommended City Council Action:**

Motion to approve a contract with JBT Black Topping for the overlay paving of the asphalt trails at Linden Park and Lisle Park at a cost of \$46,800.00.




**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.



Linden Park trail (3900 Hunters Tr)



-  City Boundary
-  Address Labels
-  Parcels

1 in = 33 Ft



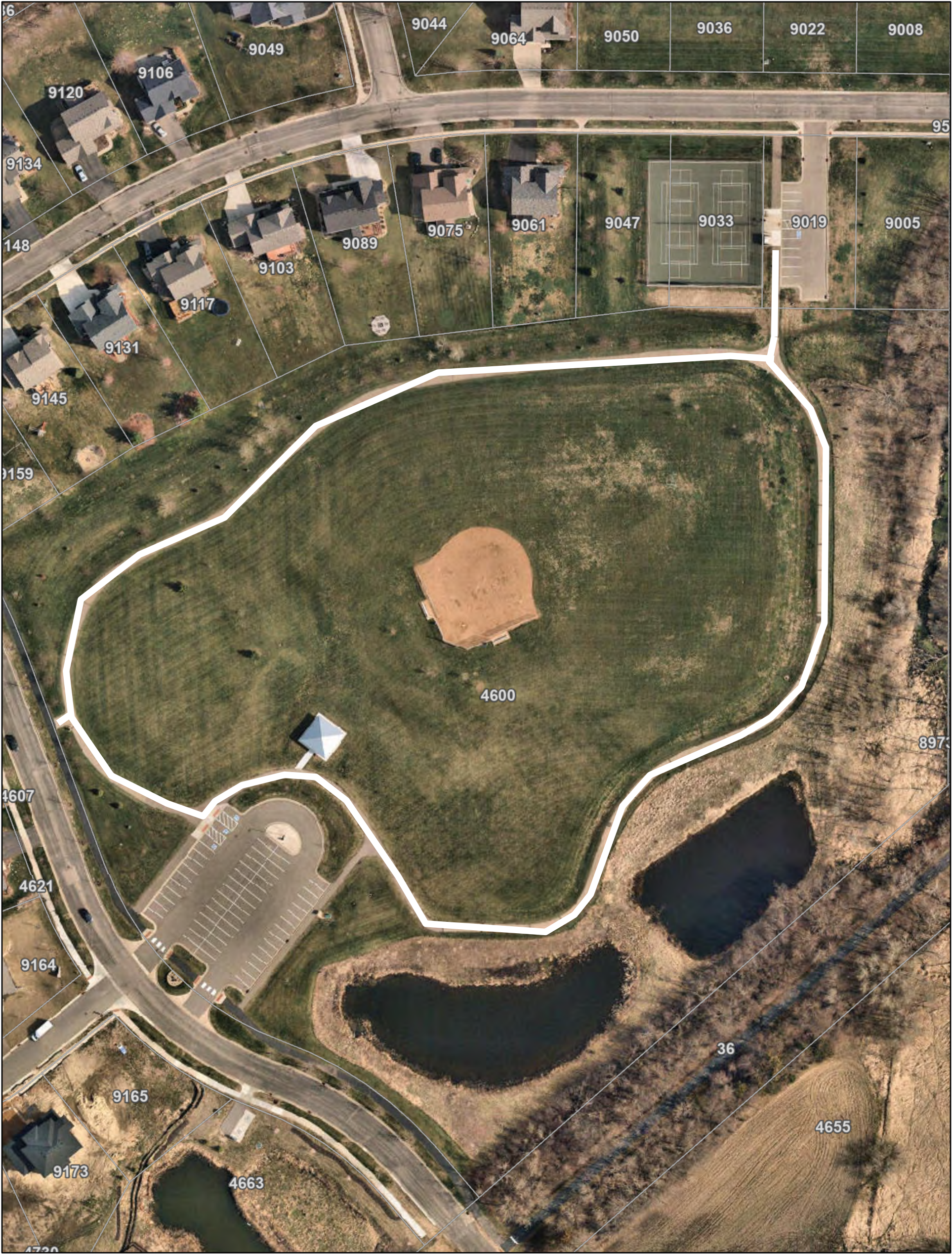
January 26, 2024





Map Powered By Datafi





Lisle Park trail (4600 Hunters Tr)



-  City Boundary
-  City Mask
-  Address Labels
-  Parcels

1 in = 129 Ft





# DUNSMORE ASPHALT COMPANY

3608 Heidelberg Ln.  
St. Bonifacius, MN 55375

952-474-5670  
DanDunsmore@msn.com  
www.dunsmoreasphalt.com  
Since 1988

## PROPOSAL AND CONTRACT

PROPOSAL SUBMITTED TO: Gary Peters City of Minnetrista DATE: 2-6-2024  
ADDRESS: 7701 County Rd 110W JOB ADDRESS: Linden Park  
CITY/STATE/ZIP: Minnetrista MN 3908 Hunters Tr  
PHONE(S): 952-241-2532 Cell 612-799-8107 Lisle Park  
ESTIMATORS NAME: Dan Dunsmore MAP: 4600 Hunters Tr

PROPOSED SPECIFICATIONS: DUNSMORE ASPHALT COMPANY PROPOSES TO FURNISH ALL LABOR & MATERIAL NECESSARY TO COMPLETE THE FOLLOWING:

- ☐ 1. REMOVE & HAUL AWAY: \_\_\_ ASPHALT  
\_\_\_ SOD/DIRT \_\_\_ CONCRETE \_\_\_ OTHER
- ☐ 2. NEW EXCAVATION TO BE \_\_\_ INCHES BELOW FINISHED GRADE
- ☐ 3. INSTALL CRUSHED CLASS 5 AGGREGATE BASE AS NEEDED TO ESTABLISH A \_\_\_ INCH GRADED AND COMPACTED BED.
- ☒ 4. SWEEP AND CLEAN DRIVE, APPLY TACK OIL AS NEEDED. OVERLAY EXISTING DRIVE WITH 2 1/2 INCHES HOT ASPHALT
- ☐ 5. GRADE EXISTING BASE ADDING AS NEEDED, AND COMPACT.
- ☒ 6. PAVE WITH 2 1/2 INCHES OF HOT ASPHALT MIX MV3 OR MV4 COMPACTING TO A 2" FINISHED MAT.
- ☒ 7. OTHER City to mill and repair bad areas

SITE PLAN AREA OR SEE ATTACHED

20,750 SF 2" overlay  
Linden Park & Lisle Park  
Minnetrista

ALL OF THE WORK TO BE COMPLETED IN SUBSTANTIAL AND WORKMANLIKE MANNER FOR THE SUM OF:

Payment to be made as follows: Dollars \$ 62,500

20 % down 80 % DUE UPON COMPLETION. Add 3.5% when credit card used.

Any unpaid balance will accrue interest at 1.5% per month, 18% annually.

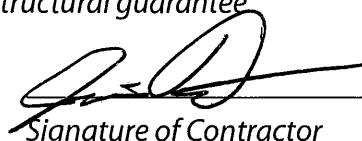
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Dunsmore Asphalt Company carries public liability and workman's compensation insurance.

Notice of lien: Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved land if they are not paid for their contributions, even if such parties have no contractual relationship with the owner. Minnesota law permits the owner to withhold from his contractors so much for the contract price as may be necessary to meet the demands of all other lien claimants pay directly such liens and deduct the cost thereof from the contract price, or withhold amounts from his contractor until contractor furnishes to the owner of claim for mechanics lien signed by persons who furnished any labor or material of the improvement, and who provided the owner with timely notice. The owner hereby waives all further requirements of notice under Minnesota statute 514.011.

Your driveway carries a — year structural guarantee

DATE \_\_\_\_\_

Signature of Owner  
I AGREE TO THE TERMS ABOVE AND BACK



Signature of Contractor  
NOTE: This proposal may be withdrawn by us if not accepted within 21 days.



# Plehal Blacktopping, LLC

12414 Hwy. 41 Frontage P/ 952-445-7676  
Rd.

PO Box 317 F/ 952-445-7682  
Shakopee MN 55379 www.plehal.com

Submitted To:  
City of Minnetrista  
Gary Peters  
7701 CR 110 W  
Minnetrista, MN 55364

Project: Linden & Lisle Parks

Phone: (952) 241-2532  
Cell:  
Email: [garypeters@ci.minnetrista.mn.us](mailto:garypeters@ci.minnetrista.mn.us)

---

## Description:

Pathway Overlay 4600 Hunters Trail (2,322 Sy) \$41,632.00

- Patching and overlay prep done by others.
- Apply track coat @ .05 gal/sy.
- Install 2" (compacted depth) of MN/Dot spec hot asphalt overlay.
- Compact using vibratory and static rollers.

Pathway Overlay 3900 Hunters Trail (676 Sy) \$13,384.00

- Patching and overlay prep done by others.
- Apply track coat @ .05 gal/sy.
- Install 2" (compacted depth) of MN/Dot spec hot asphalt overlay.
- Compact using vibratory and static rollers.

Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

This proposal may be withdrawn by us if not accepted within 15 days. All depths are average and measurements are approximate. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. See additional contract terms on reverse.

Estimator: Paul Booth  
Cell: (612) 919-2203  
Email: [paulb@plehal.com](mailto:paulb@plehal.com)

2/1/2024

Authorized Plehal Blacktopping Signature

Date

---

Payment Terms: Net due upon completion. Past due invoices will be charged 1 1/2% per month Finance Charge (18% annual percentage rate). We impose a surcharge of 3% on the transaction amount on all credit card products, which is not greater than our cost of acceptance. We do not surcharge debit cards. We offer a no charge ACH payment option.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. The general provisions on the back of this contract are made a part of this contract and incorporated herein by this reference. You are authorized to do the work as specified. Payment will be made as outlined.



---

Signature

Date

# TERMS OF CONTRACT

## Change Orders:

Any alteration or deviation from the specifications listed on the forefront that involve extra costs will be executed only upon written orders and will become an additional charge over and above the original estimate. If undesirable base is discovered in a remove and replace scope of work or more than three inches of asphalt are found during the removal work, you will be notified of the extra cost involved to bring the base to asphalt paving standards. This will be an extra charge over the original proposal amount. Plehal Blacktopping, LLC will not be responsible for pavement failure and will be paid as proposed if no corrective measures are authorized.

## General Exclusions:

Bonds, permits, testing, engineering and surveying. Removal of hazardous materials or unforeseen sub-terrain. Damage to unmarked electric, sewer, water, irrigation systems, building foundation, or telephone/cable TV lines located on or near the construction area. Damaged grass or tree root systems, sod restoration, removal of waste caused by others. It will be at no expense to the contractor to move or tow vehicles in the construction zone after the job has been scheduled.

If area is not accessible due to any of these exclusions, a re-mobilization charge will be assessed. Any increase or decrease, greater than 5% is subject to re-bid. Field measurements prevail.

At times our work requires crossing over existing concrete walks, aprons and/or slabs and assume it will support our equipment. We are not responsible for damage done (i.e. cracking, etc.).

We are required by law to locate all public utilities prior to any construction activity. Unless advised by an owner, we will not be responsible for damage to private underground utilities on private property (i.e. dog wires, sprinkler systems, yard lights, etc.).

## Warranty:

Plehal Blacktopping, LLC guarantees all our new driveways for a minimum of two years against chuckholes, breakup and excessive cracking due to faulty installation of materials. Reflective cracks, thermal expansion and contraction cracks, and cracks caused by underground wires, pipes or tree roots are not covered. We cannot guarantee a 100% uniform appearance to the asphalt surface. Aggregate segregations, seams between passes and hand work all impact the finished product. We make every effort to minimize those transitions.

## Warranty Exclusions & Owner Responsibilities:

- No guarantee against erosion, settlement or sinking.
- Complete drainage of surface water will not be guaranteed for surfaces having less than 2% grade.
- No warranty against damage done by vegetation growth, gas, oil/chemical spills or by large vehicles in excess of design capacity.
- Owner is responsible for any necessary lawn grading, backfilling of edges or re-seeding after installation unless specifically included in proposal.
- The edges of your asphalt are not guaranteed against invasion by grass or weeds. Grass and weeds will grow through the edges of the asphalt if not properly maintained. You are responsible for keeping grass/weeds away from the edges of the asphalt by using a grass/weed control killer.
- No guarantee for damage done by placement of sharp or pointed objects such as bicycle kick stands, chair legs, tables, high heeled shoes or ladders to name a few. This can be prevented by placing a piece of plywood underneath the object.
- Don't allow large heavy vehicles in your driveway. Chances are the base has not been designed for it.
- Don't turn the wheels of your car sharply while the car is standing still as this will scuff the surface and may cause "ravel" (loose aggregate) areas in your driveway. Start the car and while moving, gradually turn the wheels as the car is in motion. Scuffing may also occur due to vehicle tires exceeding an acceptable turning radius (SUVs, all-wheel drive and 4-wheel drive vehicles in particular).

## Failure To Pay:

The failure to pay all amounts owed to Plehal Blacktopping, LLC upon completion of the work (unless otherwise stated in this contract) shall constitute a material breach of this contract. Upon such breach, the purchaser shall be liable to Plehal Blacktopping, LLC for all costs incurred in collecting the amount owed including collection agency/attorney's fees and interest at the rate of 1 1/2% per month (18% annual percentage rate). If payment is not received in full within 90 days, then any and all warranty rights are waived, without Plehal Blacktopping, LLC waiving any of its lien rights.

DATE: 1/30/24

Gary Peters

4600 Hunters Trail & 3900 Hunters Trail

Street

Minnetrista MN

City

State

Zip

952-241-2532

Garypeters@ci.minnetrista.mn.us

PHONE

FAX/E-MAIL



Driveways Parking Lots Roadways Private Streets

PO BOX 26 SHAKOPEE, MN 55379  
PHONE (952)496-3977 (952)445-5215

## Work Instructions:

### **4600 Hunters Trail Repair/2" Overlay Approx. 2,500' long**

Power sweep and clean trail

Make repairs using hot mix asphalt for leveling

Tack coat for bonding using SS1-H tack coat

Install 2" of MN dot spec hot mix asphalt

Power roll for compaction **\$36,000**

### **3900 Hunters Trail Repair/2" Overlay Approx. 750' long**

Power sweep and clean trail

Make repairs using hot mix asphalt for leveling

Tack coat for bonding using SS1-H tack coat

Install 2" of MN dot spec hot mix asphalt

Power roll for compaction **\$10,800 Total for both \$46,800**

**Note: Tins quote is based on 2023 asphalt price. Price is subject to change if any changes to the cost of asphalt. If the square footage changes the price will adjust as well**

We propose hereby to furnish material and labor complete in accordance with specifications for the sum:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)

## NOTICE:

All materials guaranteed for one year. All work to be completed in \_\_\_\_\_

a professional manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. No guarantee on grass, weeds, cracks or tire marks including straight-line cracking from frost.

It is mutually understood and agreed that, should you fail to pay us and this matter is placed with an outside agency for collection, collection fees, court costs, interest at the rate of (eighteen percent per annum) and all other court costs of collection in addition to the principal amount. Acceptance of proposal – The above price specifications and conditions are satisfactory and are hereby accepted.

Contractor agrees to do the above work for the amount listed

TOTAL AMOUNT \$ \_\_\_\_\_

DEPOSIT \$  \_\_\_\_\_

BALANCE DUE \$  \_\_\_\_\_

Customer orders the above work as listed and agrees to pay for same upon completions

## CITY OF MINNETRISTA



### CITY COUNCIL AGENDA ITEM 4L

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**Subject:** Woodland Cove 11<sup>th</sup> Addition Final Plat

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

**Meeting Date:** March 18, 2024

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**Issue:** A final plat application has been made for Woodland Cove 11<sup>th</sup> Addition by M/I Homes (the “Developer”). The plat will include 77 units including 46 single-family homes, 31 townhomes, and a public city park. Included with the final plat request is an amendment to the Master Development Agreement regarding the requirements for the city park. As the Council knows, the city is working on two new wells and a water treatment facility in the same location as the proposed park. This has caused the size of the park to be smaller than initially anticipated and the cost of improvements that can fit in the park is less than the originally expected amount. The difference in cost will be made up with an additional contribution to the park dedication fund. As far as the subdivision agreement, this phase was graded as part of a larger plan for Woodland Cove 4<sup>th</sup> and 5<sup>th</sup> Additions and the agreement covers the remaining improvements, which includes streets and utilities. The utility portion covers the recommended upsizing of the water main as part of the overall city water infrastructure improvements.

**Recommended City Council Action:** Motion to Adopt Res. No. 12-24 Approving the Final Plat Woodland Cove 11<sup>th</sup> Addition with Conditions, Res. No. 11-24 Approving the Third Amendment to the Master Development Agreement, and Res. No. 13-24 Approving a Subdivision Agreement with M/I Homes for Woodland Cove 11<sup>th</sup> Addition.

**Attachments:**

1. Location Map
2. Applicant Narrative
3. Woodland Cove 11<sup>th</sup> Addition Final Plat
4. Woodland Cove 11<sup>th</sup> Addition Plan Set (Partial)
5. Park Concept
6. City Engineer’s memo dated March 18, 2024
7. Res. No. 12-24 Approving the Final Plat of Woodland Cove 11<sup>th</sup> Addition with Conditions
8. Res. No. 11-24 Approving the Third Amendment to the Master Development Agreement
9. Res. No. 13-24 Approving a Subdivision Agreement with M/I Homes for Woodland Cove 11<sup>th</sup> Addition

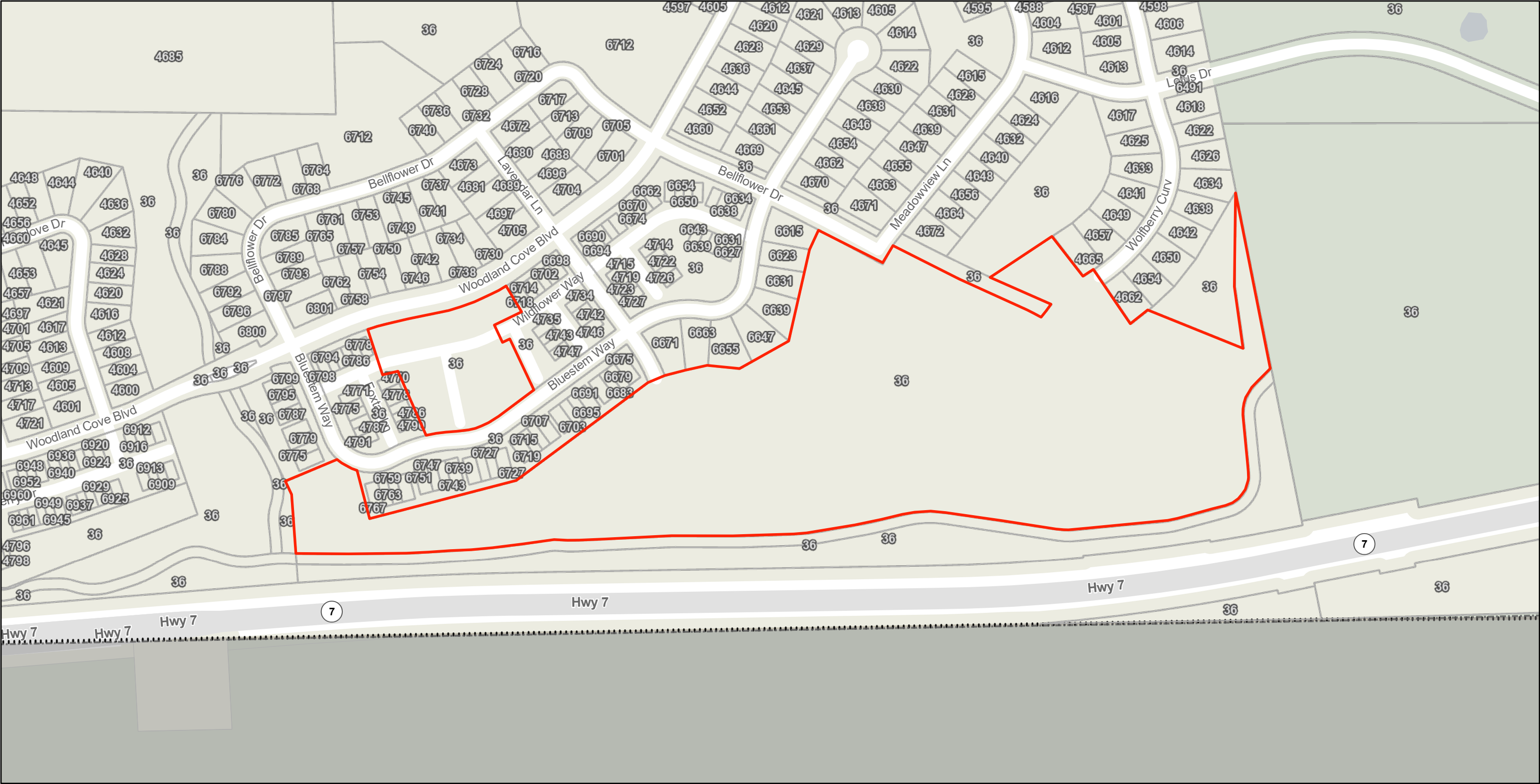
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**Mission Statement:**

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



Woodland Cove 11th Addition



- City Boundary
- City Mask
- Address Labels
- Parcels

1 in = 375 Ft



February 14, 2024

Map Powered By Datafi





# WOODLAND COVE 11TH ADDITION

# Woodland Cove 11th Addition

## FINAL PLAT APPLICATION

### INTRODUCTION

M/I Homes is requesting Final Plat approval for Woodland Cove 11<sup>th</sup> Addition. This is the final addition of the Woodland Cove East development.

The Woodland Cove preliminary plat included 1,071 residential units and commercial uses. The 11<sup>th</sup> Addition will include 77 total units including 46 single-family lot (Lots 1-10, Block 2; Lots 1-12, Block 3, Lots 1-2, Block 4; Lots 1-2, Block 5; and Lots 1-20, Block 6) and 31 townhome lots with a common lot (Lots 1-32, Block 1) and a public park on the southeast corner of the development.

### CITY PARK

As required by the Woodland Cove Master Development Agreement, we are providing plans for a public park with this addition. The City has made the decision to construct a well and a water treatment plant on the southern portion of Outlot B, changing the previously-planned use for this outlot, we are greatly limited to what we can do with the space leftover. After working with the City's water treatment plant consultant, it has been determined that we only have approximately 2.64 acres of park area. We are also restricted in the amount of impervious coverage we can create in the park. We have heard feedback that pickleball courts are a desired amenity for the community, and so we are proposing two pickleball courts along with benches and a trail leading to the courts. However, this design will be dependent on whether we can obtain approval for this plan from the Minnehaha Creek Water District, as they had approved a stormwater plan with limited impervious surface in the park area. We have also received feedback that the community has a sufficient amount of tot lots and picnic shelters and so did not include these in the proposed park plan.

### CONSISTENCY WITH APPROVALS AND AGREEMENTS

This phase is generally consistent with the terms of the Woodland Cove Master Development Agreement and with previous approvals, except for criteria for the public park outlined within the Master Development Agreement that cannot be met due to the aforementioned Water Treatment Plant as well as the total number of allowed units within the entire development. The Master Development Agreement states that the public park must be 7.1 acres (at least 7 acres of upland) and that the site plan for the park must be generally consistent with the park exhibit of the agreement. As previously mentioned, the water treatment plant will take up a significant portion of the site, leaving only 2.64 acres of park area, and so this criteria cannot be met. Because of the limited space, we also cannot provide all the amenities the park exhibit within the Master Development Agreement shows. Consequently, we will also likely not be able to meet the dollar amount of improvements the Development agreement requires us to make within the park. Further, the Master Development Agreement indicates that the total number of units within the development is 1,071, however, with an increase to the number of apartment units the City allowed with the approved apartment building, the total number of units within the development will be 1,114. Finally, an attached exhibit shows how the lot configuration and open space calculation have changed slightly.

Because the construction of the well and water treatment plant within Outlot A restricts us from meeting the requirements of the Master Development Agreement, we are requesting that the appropriate amendments to this agreement are made so that we are meeting our contractual obligations.

## **DESCRIPTION OF OUTLOTS**

Below is a description of outlots within the development:

Outlot A – will be City-owned land north of trail Outlot D of 8<sup>th</sup> Addition

Outlot B – will be a City-owned park

## **PROPOSED OWNERSHIP AND MAINTENANCE**

Woodland Cove Master Homeowners Association (“HOA”) will provide for the maintenance of the overall common elements to the community, including landscaping and irrigation of the common areas, snow removal from sidewalks and trash in the community. The townhome homeowners will pay additional fees under the HOA that provide for a higher level of maintenance for their lots, including lawncare in the summer and snow removal in the winter as well as limited exterior maintenance. The HOA will also provide for restrictions on outdoor storage, parking (no boats, campers, or trailers) in order to keep the community looking orderly and well maintained. The City will maintain the City-owned land and park.

## **DEVELOPMENT SCHEDULE**

Construction of this phase of the development will begin in Spring/Summer of 2024.

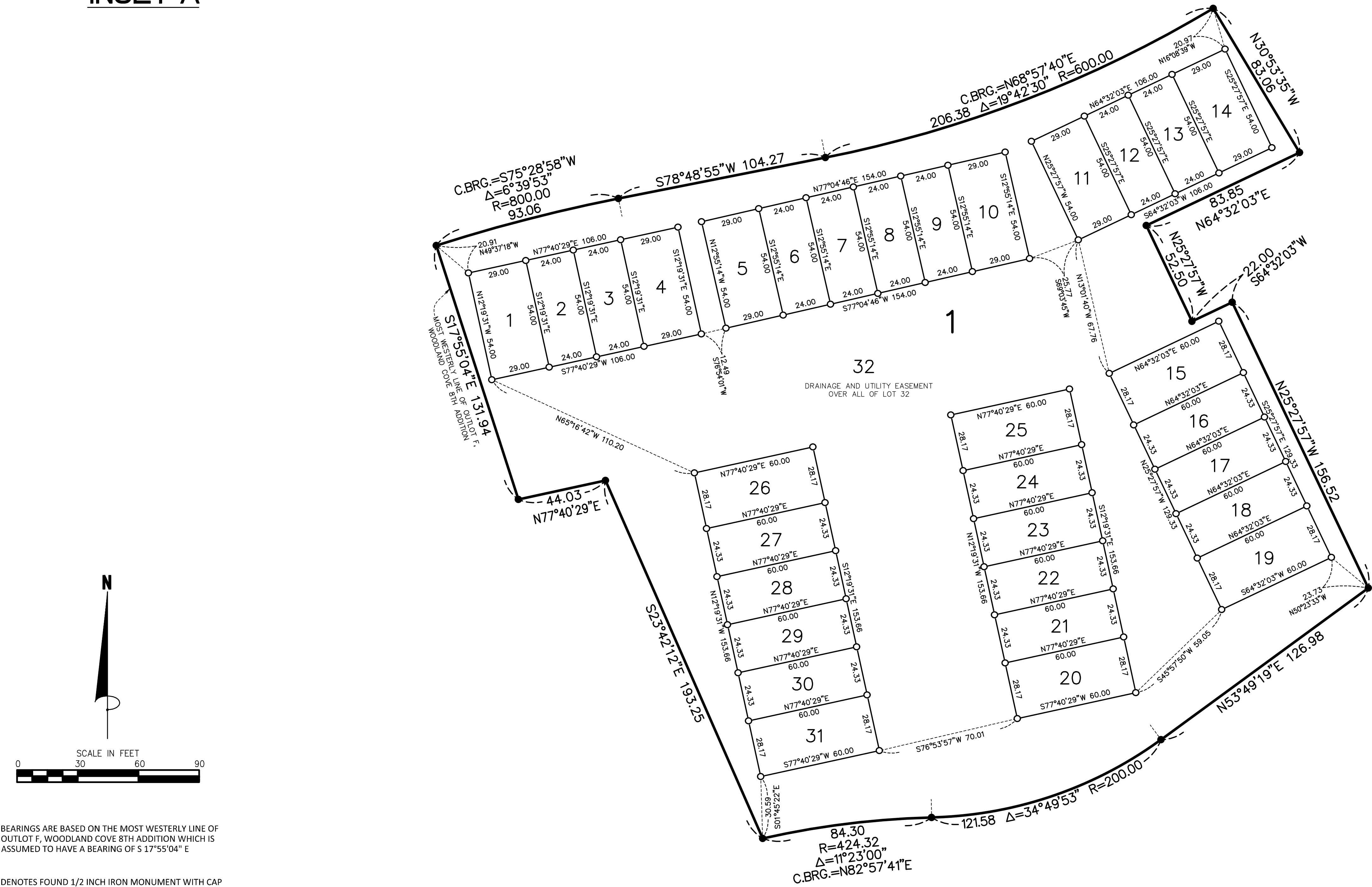
## R.T. DOC. NO. \_\_\_\_\_

**JAMES R. HILL, INC.**  
**SHEET 1 OF 3 SHEETS**

# WOODLAND COVE 11TH ADDITION

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

## INSET A

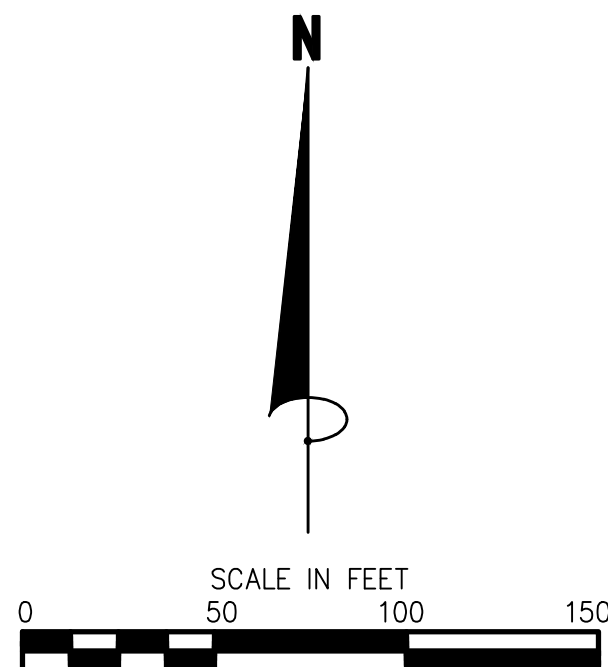




WOODLAND COVE 11TH ADDITION

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

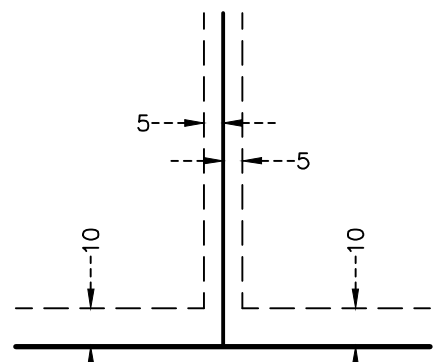
INSET B



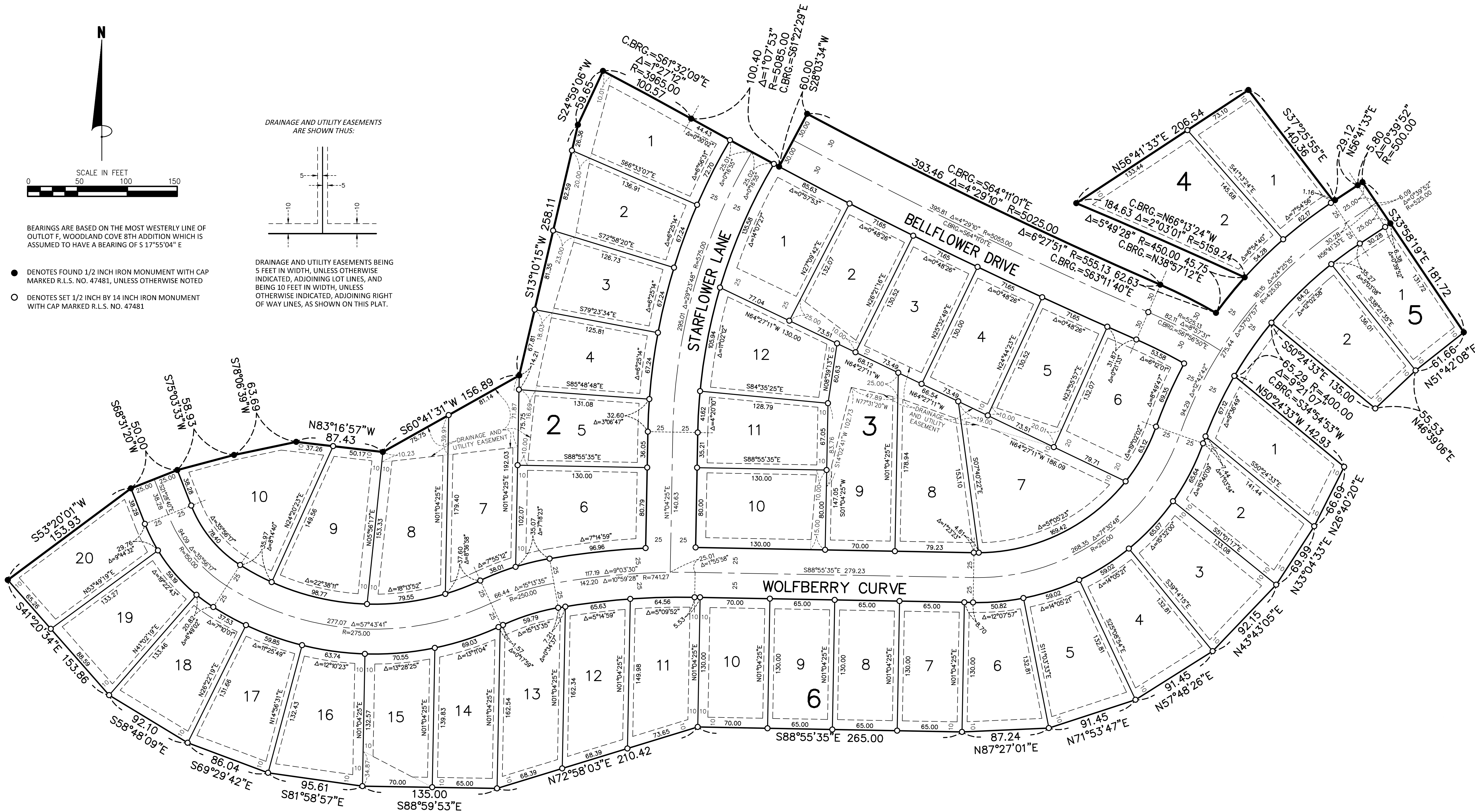
BEARINGS ARE BASED ON THE MOST WESTERLY LINE OF OUTLOT F, WOODLAND COVE 8TH ADDITION WHICH IS ASSUMED TO HAVE A BEARING OF S 17°55'04" E

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

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



DRAINAGE AND UTILITY EASEMENTS BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, ADJOINING LOT LINES, AND BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, ADJOINING RIGHT OF WAY LINES, AS SHOWN ON THIS PLAT.





LEGEND	
	EXISTING ASPHALT SURFACE
	EXISTING CONCRETE SURFACE
	EXISTING GRAVEL SURFACE
	EXISTING DELINEATED WETLAND (KJOLHAUG ENVIRONMENTAL SERVICES CO.)
	EXISTING LAKE
	EXISTING INFILTRATION BASINS
	EXISTING SEDIMENTATION BASINS
	EXISTING WETLAND BUFFER
	EXISTING LANDSCAPING
	EXISTING CONTOUR
	EXISTING WETLAND DELINEATION
	EXISTING EDGE OF AQUATIC VEGETATION
	EXISTING FENCE
	EXISTING TREE LINE/TREES
	EXISTING WATERMAIN
	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	EXISTING FIELD DRAIN TILE
	EXISTING FORCEMAIN
	EXISTING OVERHEAD POWER LINE/POWER POLES
	EXISTING UNDERGROUND ELECTRIC
	EXISTING ELECTRIC METER
	EXISTING ELECTRIC PEDESTAL
	EXISTING LIGHT POLE
	EXISTING UNDERGROUND TELEPHONE
	EXISTING UNDERGROUND FIBER OPTIC
	EXISTING CONDUIT CROSSING
	EXISTING TELEPHONE PEDESTAL
	EXISTING FIBER OPTIC PEDESTAL
	EXISTING SIREN
	EXISTING UNDERGROUND GAS
	EXISTING GAS VALVE
	EXISTING SEPTIC VENTS
	EXISTING WELL
	EXISTING IRRIGATION LINE
	EXISTING SIGN
	EXISTING FLAGPOLE
	EXISTING MAIL BOX
	EXISTING SOIL BORING
	EXISTING INFILTRATION TEST PIT
	EXISTING BOARDWALK & DOCKS
	75' BUILDING SETBACK LINE FROM OHW
	FEMA LINE (ELEV 931) - PER LOMA-27053C0287E (JUNE 7, 2012)
	929.4' ORDINARY HIGH WATER LINE PER MNDNR
	931.5' 100 YR. HIGH WATER LEVEL PER CITY OF MINNETRISTA & MCWD
	35' WETLAND SETBACK LINE
	37.5' SHORE IMPACT ZONE FROM OHW
	BLUFF LINE
	SHORELAND PROTECTION ZONE
	PROPOSED CONTOUR
	PROPOSED RETAINING WALL
	PROPOSED BOARDWALK & DOCKS
	PROPOSED CONCRETE CURB & GUTTER
	PROPOSED CONCRETE TIPOUT CURB
	PROPOSED STORM SEWER

# WOODLAND COVE 11TH ADDITION

MINNETRISTA, MINNESOTA

## FINAL EROSION CONTROL, SANITARY SEWER, WATERMAIN, STORM SEWER, & STREET CONSTRUCTION PLANS

FOR

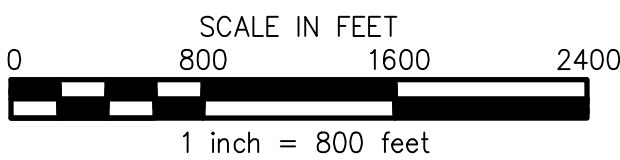
M/I HOMES OF MPLS/ST.PAUL, LLC

5354 PARKDALE DRIVE, SUITE 100, ST. LOUIS PARK, MN 55416

PHONE: (763) 586-7200

### INDEX

TITLE SHEET	1.00
SITE INFORMATION	1.10-1.12
FINAL EROSION & SEDIMENT CONTROL PLAN	2.10-2.11
FINAL EROSION & SEDIMENT CONTROL PLAN	2.20-2.21
OPEN SPACE SEED MIXTURES	
EROSION & SEDIMENT CONTROL DETAILS	3.10-3.12
SANITARY SEWER & WATERMAIN CONSTRUCTION	
WILDFLOWER WAY-JUNEGRASS LANE	4.00
WOLFERRY CURVE	4.01
WOLFERRY CURVE	4.02
BELLFLOWER DRIVE-STARFLOWER LANE	4.03
STORM SEWER CONSTRUCTION	5.00-5.01
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WILDFLOWER WAY-JUNEGRASS LANE	6.00
WOLFERRY CURVE	6.01
WOLFERRY CURVE-TRAIL	6.02
BELLFLOWER DRIVE-STARFLOWER LANE	6.03
DETAILS	7.00-7.03



#### SITE AREA

31.32 ACRES

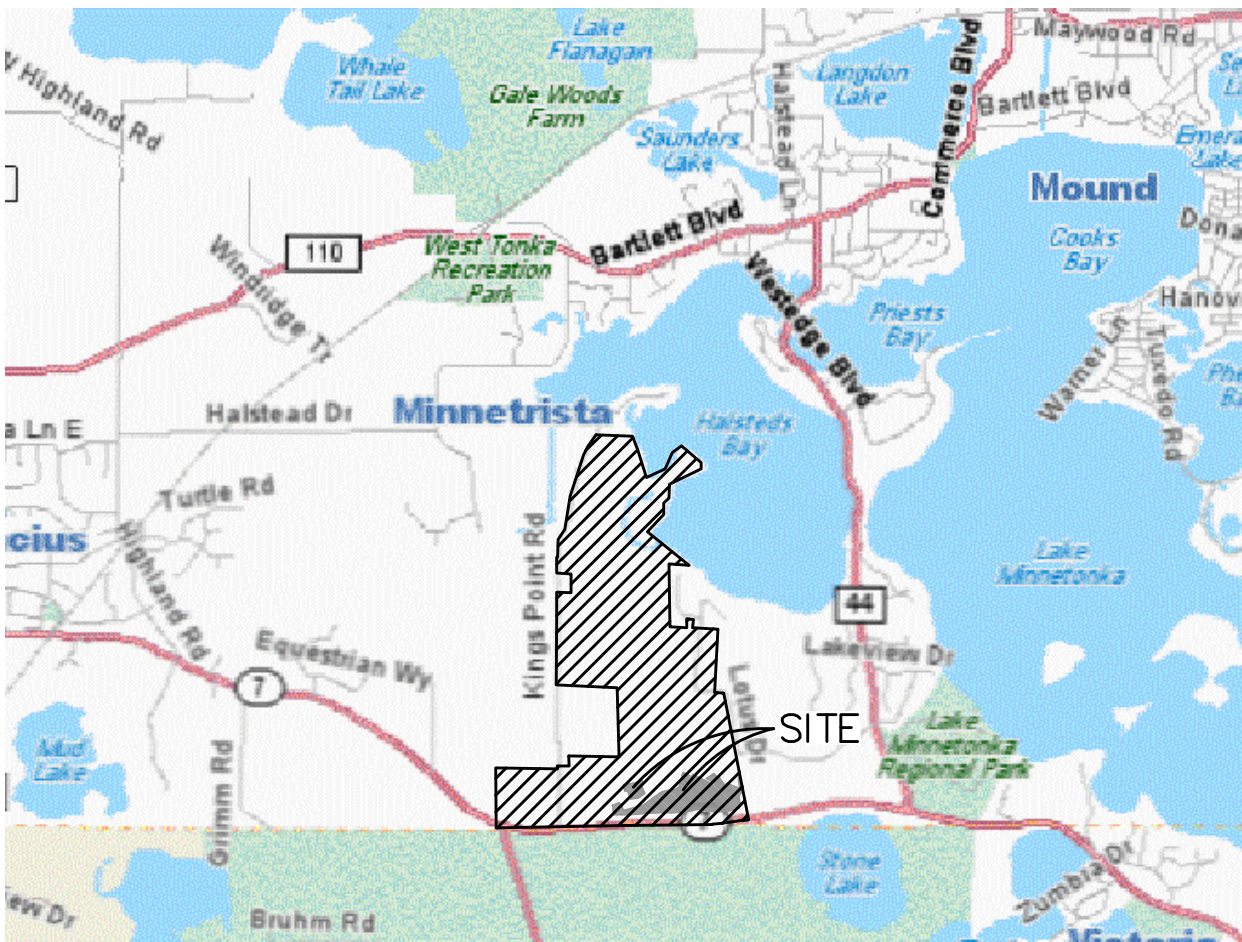
#### SITE LOCATION

LATITUDE N 44° 53' 35"  
LONGITUDE W 93° 41' 30"

#### BENCHMARKS

TOP NUT HYDRANT SOUTHEAST QUADRANT OF THE  
INTERSECTION OF BLUESTEM WAY AND WILDFLOWER WAY.  
ELEVATION = 1061.25 (NAVD 88)

TOP NUT HYDRANT EAST SIDE OF MEADOWVIEW LANE  
±165' NORTH OF INTERSECTION OF BELLFLOWER DRIVE  
AND MEADOWVIEW LANE.  
ELEVATION = 1046.59 (NAVD 88)



LOCATION MAP  
NOT TO SCALE



Know what's below.  
Call 811 before you dig.

### GOPHER STATE ONE CALL

CALL 48 HOURS BEFORE YOU DIG!  
TWIN CITY AREA 651-454-0002  
MN. TOLL FREE 1-800-252-1166

#### DEVELOPMENT SETBACKS

##### VILLA/SINGLE FAMILY LOTS

	FEET
FRONT	25
REAR	20
SIDE YARD HOUSE/GARAGE	5
SIDE YARD STREET	15
WETLAND	35
*PORCHES ARE ALLOWED TO ENCR OACH UP TO 8 FEET INTO FRONT YARDS AND SIDE CORNER YARDS	
*DRIVEWAYS MAY BE ALLOWED TO ENCR OACH INTO SIDE YARDS WITH ARCHITECTURAL CONTROL COMMITTEE APPROVAL	
*SHARED DRIVEWAYS MAY BE ALLOWED	
*PORCHES SHALL NOT ENCR OACH INTO DRAINAGE AND UTILITY EASEMENTS	
*ALL WINDOW EGRESS PIT, FIREPLACES AND CANTILEVERED PORTIONS OF HOMES UP TO 2 FEET ARE ALLOWED ENCR OACHMENTS INTO BUILDING SETBACKS AND DRAINAGE AND UTILITY EASEMENTS	
*ALL GARAGE FACES MUST BE 25 FEET FROM ROW OR PRIVATE BACK OF CURB	

##### TOWNHOMES

BUILDING TO RIGHT OF WAY	25
BUILDING TO PRIVATE BACK OF CURB	25
BUILDING TO BUILDING	20
BUILDING TO SIDE YARD STREET(RIGHT OF WAY/PRIVATE BACK OF CURB)	15
WETLAND	35
*PORCHES ARE ALLOWED TO ENCR OACH UP TO 8 FEET INTO FRONT YARDS AND SIDE CORNER YARDS	
*SHARED DRIVEWAYS MAY BE ALLOWED	
*PORCHES SHALL NOT ENCR OACH INTO DRAINAGE AND UTILITY EASEMENTS	
*ALL WINDOW EGRESS PIT, FIREPLACES AND CANTILEVERED PORTIONS OF HOMES UP TO 2 FEET ARE ALLOWED ENCR OACHMENTS INTO BUILDING SETBACKS AND DRAINAGE AND UTILITY EASEMENTS	
*ALL GARAGE FACES MUST BE 25 FEET FROM ROW OR PRIVATE BACK OF CURB	

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

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. J.R. HILL, P.E.  
Date: 12/17/23 Reg. No. 24576

WOODLAND COVE 11TH ADDITION  
MINNETRISTA, MINNESOTA  
TITLE SHEET

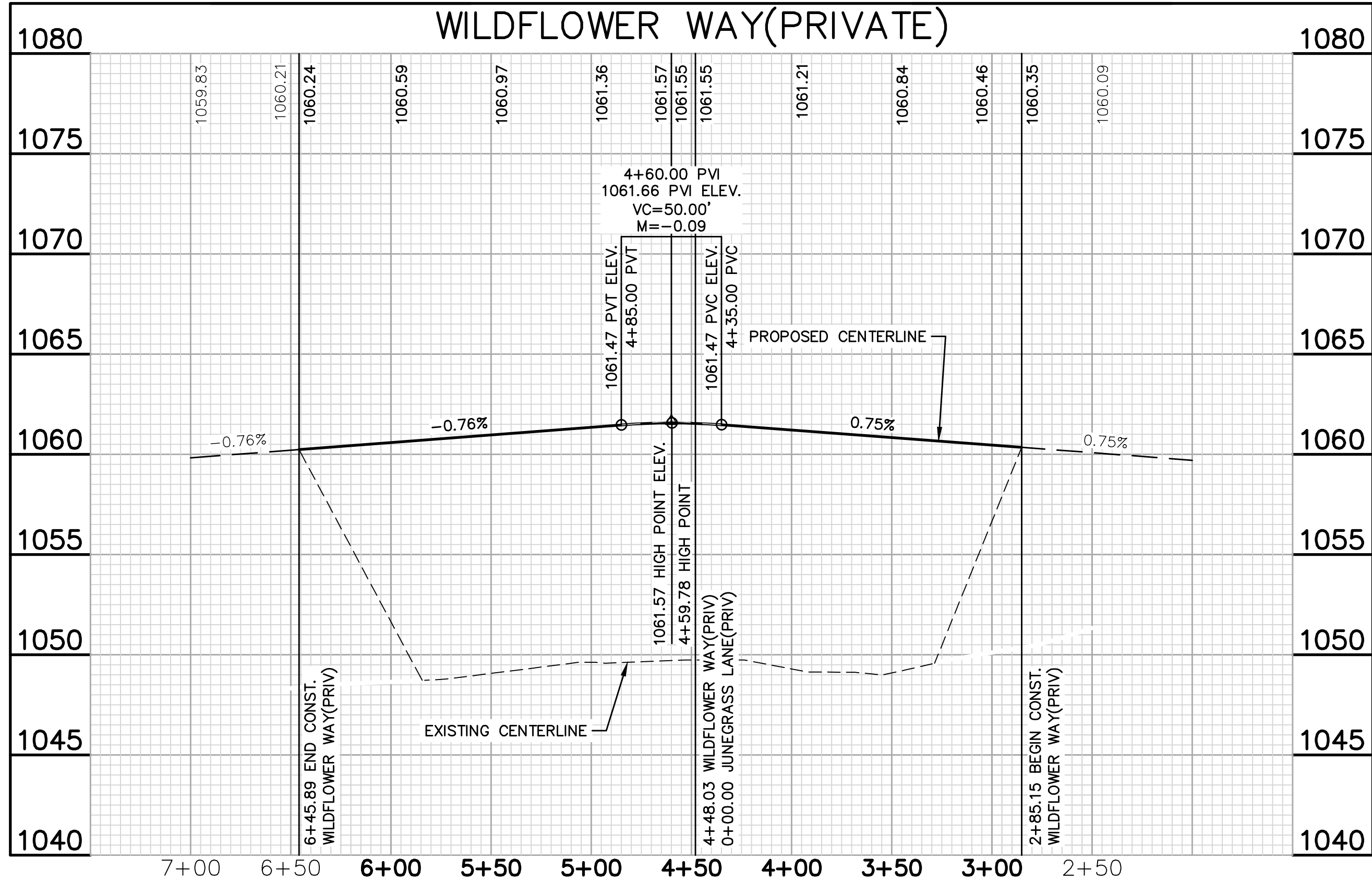
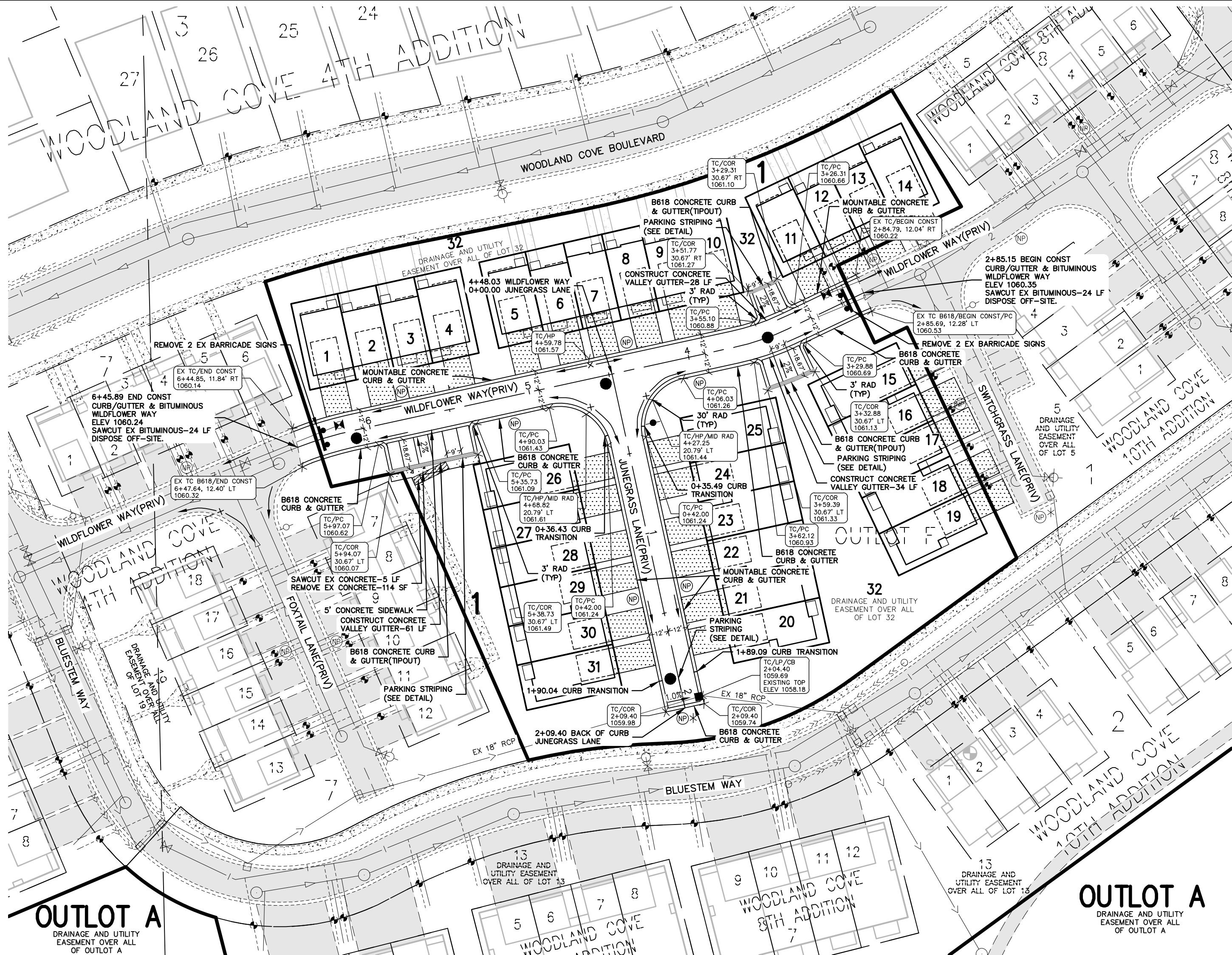
FOR  
M/I HOMES OF MPLS/ST.PAUL, LLC  
5354 PARKDALE DRIVE, SUITE 100, ST. LOUIS PARK, MN 55416

DRAWN BY  
CJK  
DATE  
12/11/23

REVISIONS  
12/20/23 REVISED WATER  
SERVICE MATERIAL & ADDED  
STREET SIGNS

CAD FILE  
22429-73TSU  
PROJECT NO.  
22429-73  
1.00





NOTES

1. ALL DIMENSIONS SHOWN ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
2. B618 CONCRETE CURB & GUTTER (TYP.) AT ALL PUBLIC AND PRIVATE INTERSECTION RADII, AND ALL NON-LOT FRONTAGE ROADS UNLESS OTHERWISE NOTED.
3. ALL TC ELEVATIONS SHOWN TO BE TOP OF MOUNTABLE CURB & GUTTER UNLESS OTHERWISE NOTED.
4. ALL INTERSECTION RADII TO BE A 30' RADIUS (TYP.) TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
5. 36" OF SOD/EROSION CONTROL BLANKET MUST BE INSTALLED BEHIND ALL CONCRETE CURB & GUTTER. WHERE SIDEWALK IS PROPOSED, SOD/EROSION CONTROL BLANKET MUST BE INSTALLED BETWEEN THE SIDEWALK AND THE CURB & GUTTER AS WELL AS 18" OF SOD/EROSION CONTROL BLANKET MUST BE INSTALLED ALONG THE OUTSIDE EDGE OF THE SIDEWALK.
6. INLET PROTECTION (WIMCO) MUST BE INSTALLED IN ALL STREET CATCH BASINS UPON COMPLETION OF STREET CONSTRUCTION.
7. ALL PEDESTRIAN RAMPS TO HAVE A MAXIMUM 2% CROSS SLOPE.
8. REMOVE EXISTING TEMPORARY SEDIMENT BASINS/TRAPS/ROCK CHECK DAMS THAT ARE LOCATED WITHIN 11TH ADDITION CONSTRUCTION AREAS. SALVAGE FLOATING HEAD SKIMMER FOR DEVELOPER. (INCIDENTAL)
9. ALL WATER SERVICES SHALL BE MARKED IN CURB WITH CITY SPECIFIED "W" STAMP (INCIDENTAL) AND ALL SANITARY SEWER SERVICES SHALL BE MARKED IN CURB WITH CITY SPECIFIED "S" STAMP (INCIDENTAL).
10. ALL IRRIGATION CONDUITS TO BE 6" PVC SCHEDULE 40 (3' BURY) WITH EACH END CAPPED AND MARKED BY STEEL FENCE POSTS.

SIGN LEGEND

- EXISTING STOP SIGN (R1-1)/STREET NAME SIGN (SNS)
- Ⓜ EXISTING NO PARKING THIS SIDE OF STREET (LR7-36)
- STOP SIGN (R1-1)/STREET NAME SIGN (SNS)
- Ⓜ NO PARKING THIS SIDE OF STREET (LR7-36)
- Ⓜ NO PARKING ANY TIME (R7-1)

James R. Hill, Inc.

PLANNERS / ENGINEERS / SURVEYORS

2999 W. Cty. Rd. 42, Suite 100, Burnsville, MN 55306

PHONE: (952)890-6044 FAX: (952)890-6244

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. (Professional Seal)

Date: 12/17/23 Reg. No. 24576

WOODLAND COVE 11TH ADDITION

MINNETRISTA, MINNESOTA

STREET CONSTRUCTION

WILDFLOWER WAY - JUNEGRASS LANE

FOR

M/I HOMES OF MPIS/ST. PAUL, LLC

5354 PARKDALE DRIVE, SUITE 100, ST. LOUIS PARK, MN 55416

DRAWN BY

CJK

DATE

12/11/23

REVISIONS

12/20/23 REVISED WATER SERVICE MATERIAL & ADDED STREET SIGNS

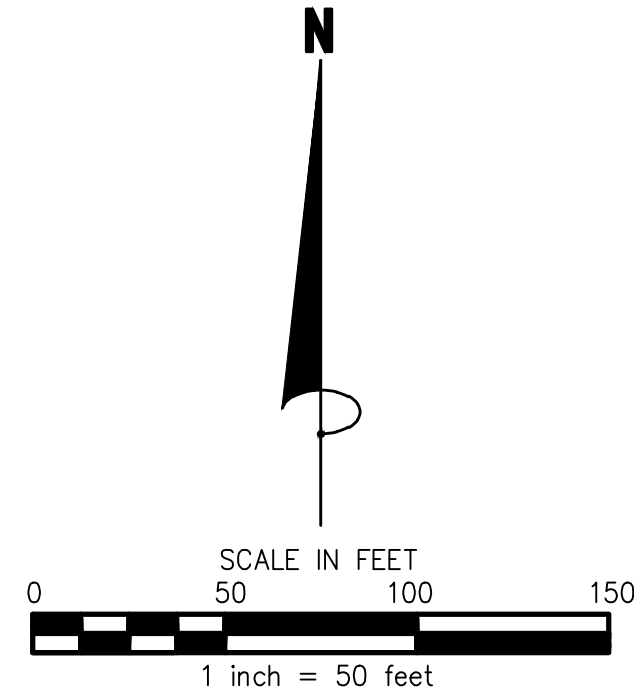
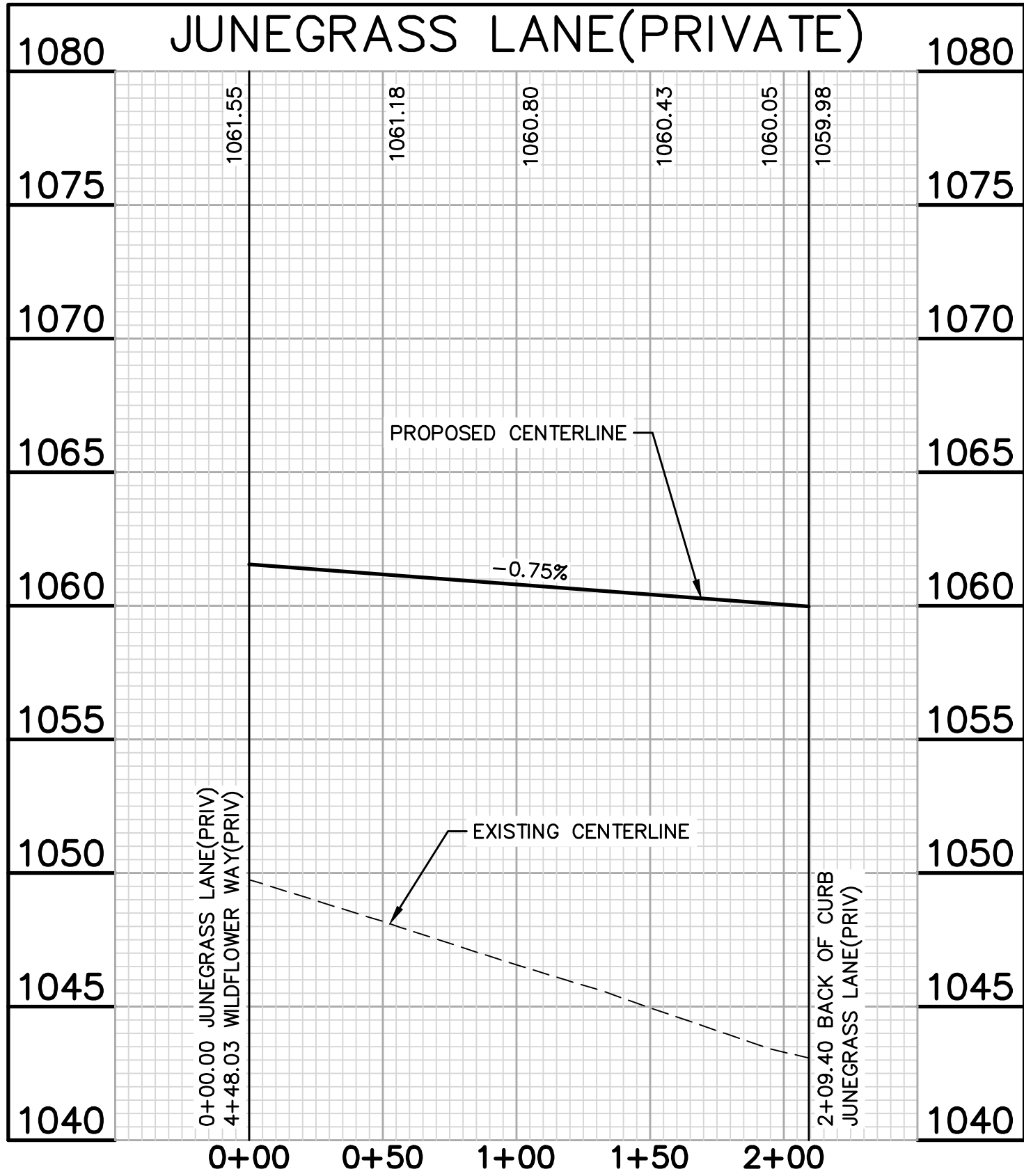
CAD FILE

22429-73STR

PROJECT NO.

22429-73

6.00



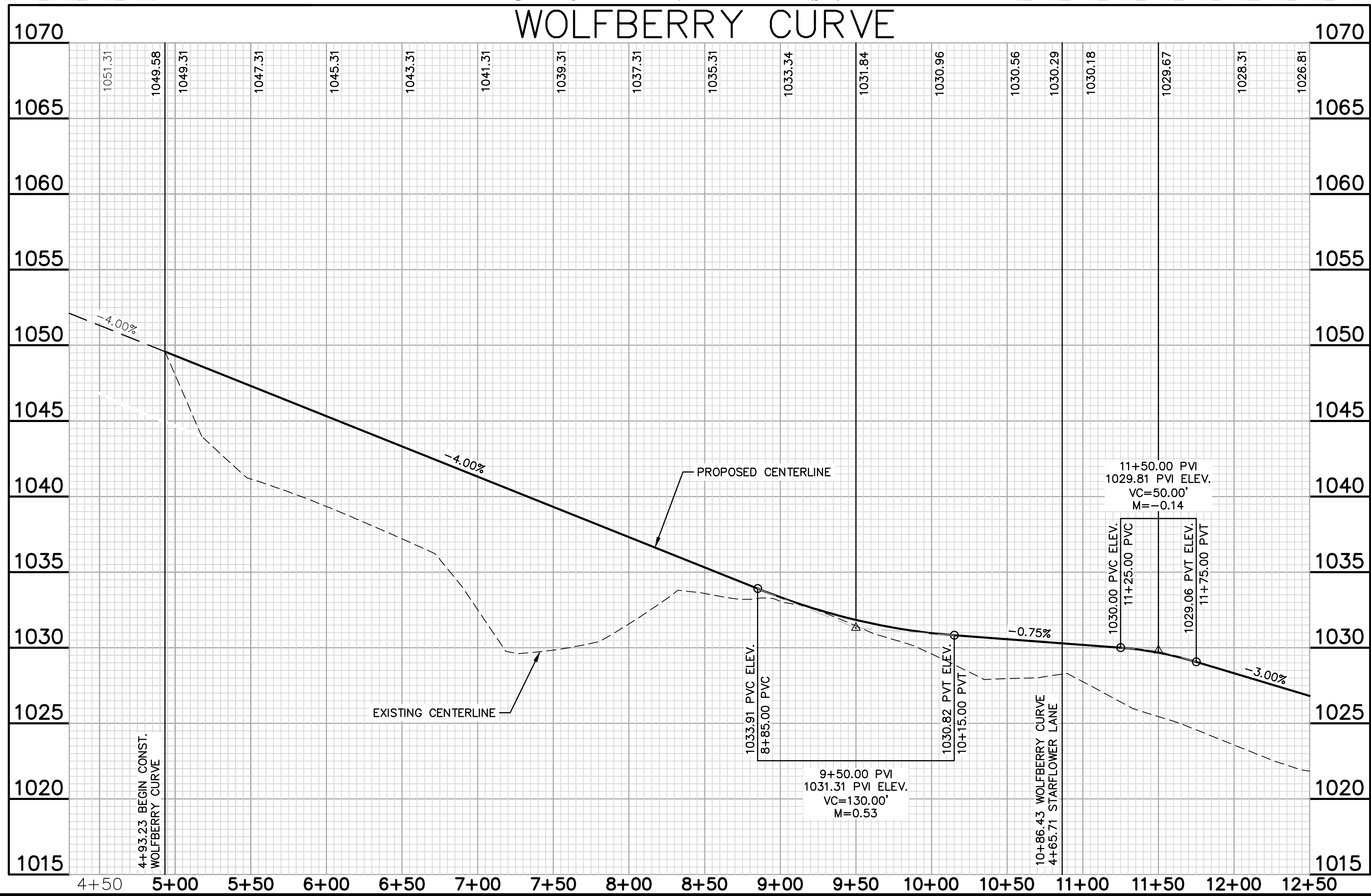
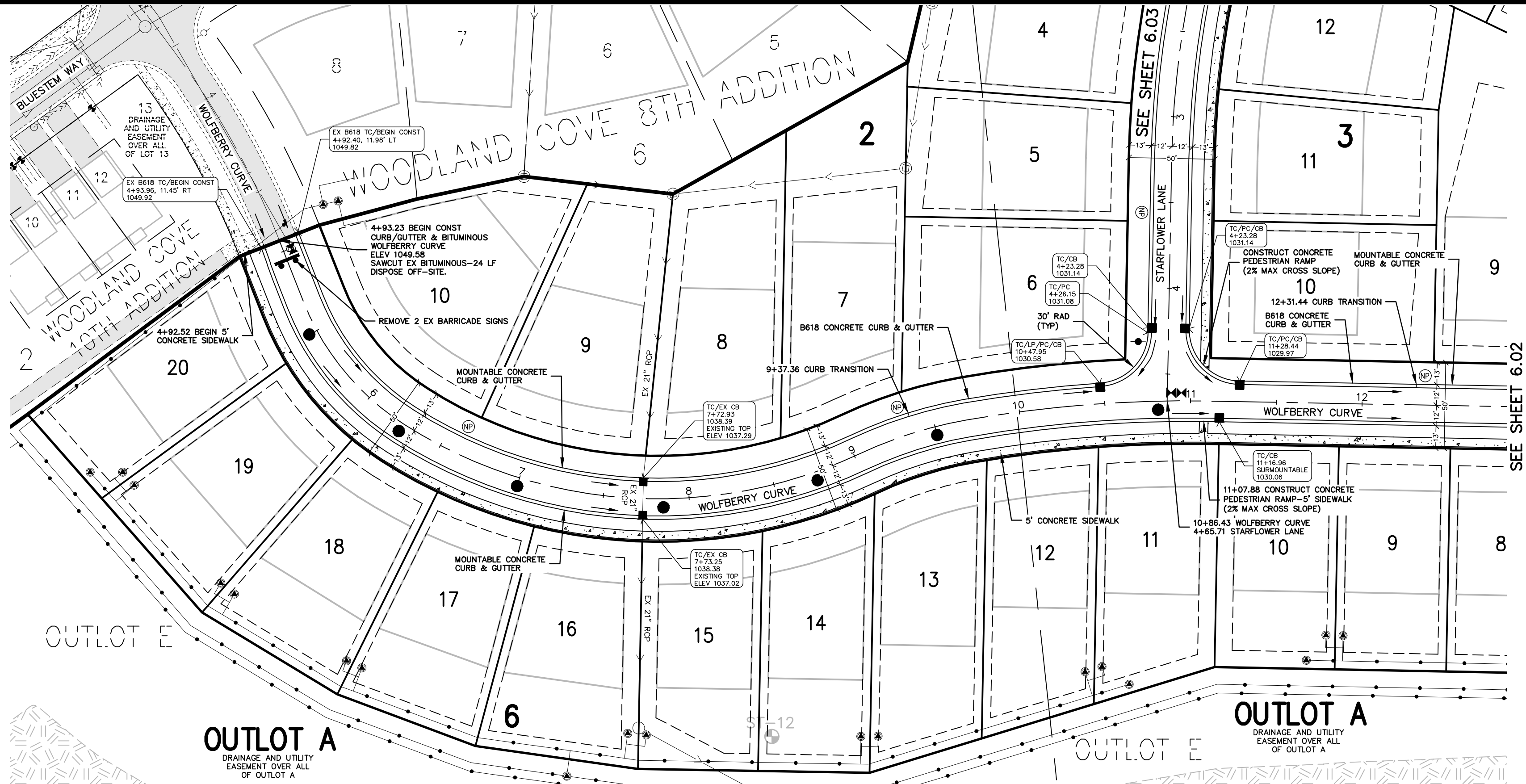
BENCHMARKS

TOP NUT HYDRANT SOUTHEAST QUADRANT OF THE INTERSECTION OF BLUESTEM WAY AND WILDFLOWER WAY. ELEVATION = 1061.25 (NAVD 88)

TOP NUT HYDRANT EAST SIDE OF MEADOWVIEW LANE ±165' NORTH OF INTERSECTION OF BELLFLOWER DRIVE AND MEADOWVIEW LANE. ELEVATION = 1046.59 (NAVD 88)



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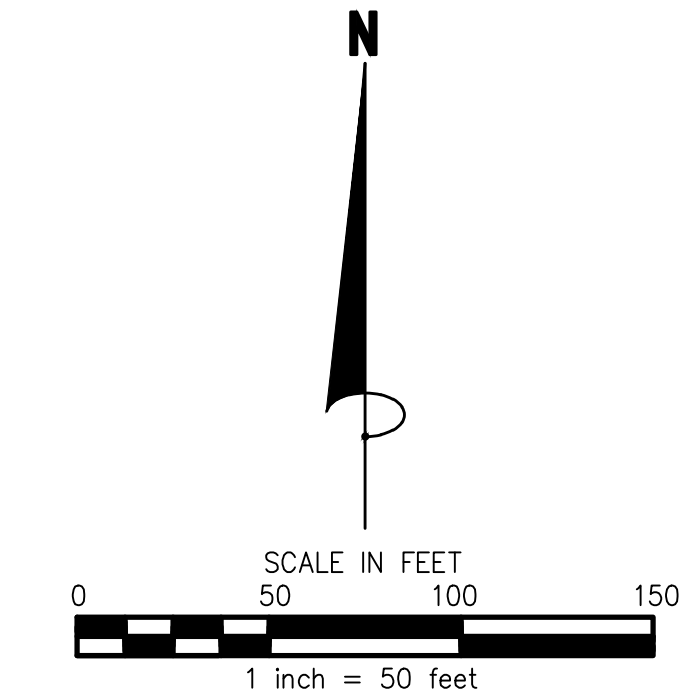


#### NOTES

- ALL DIMENSIONS SHOWN ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
- B618 CONCRETE CURB & GUTTER (TYP.) AT ALL PUBLIC AND PRIVATE INTERSECTION RADII, AND ALL NON-LOT FRONTAGE ROADS UNLESS OTHERWISE NOTED.
- ALL TC ELEVATIONS SHOWN TO BE TOP OF MOUNTABLE CURB & GUTTER UNLESS OTHERWISE NOTED.
- ALL INTERSECTION RADII TO BE A 30' RADIUS (TYP.) TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
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- NO PARKING ANY TIME (R7-1)



#### BENCHMARKS

TOP NUT HYDRANT SOUTHEAST QUADRANT OF THE INTERSECTION OF BLUESTEM WAY AND WILDFLOWER WAY. ELEVATION = 1061.25 (NAVD 88)

TOP NUT HYDRANT EAST SIDE OF MEADOWVIEW LANE ±165' NORTH OF INTERSECTION OF BELLFLOWER DRIVE AND MEADOWVIEW LANE. ELEVATION = 1046.59 (NAVD 88)

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

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. J.R. Hill, P.E.  
Date: 12/11/23 Reg. No. 24576

WOODLAND COVE 11TH ADDITION  
MINNETRISTA, MINNESOTA  
STREET CONSTRUCTION  
WOLFERRY CURVE  
FOR  
M/I HOMES OF MPLS/ST. PAUL, LLC  
5354 PARKDALE DRIVE, SUITE 100, ST. LOUIS PARK, MN 55416

DRAWN BY  
CJL

DATE  
12/11/23

REVISIONS

CAD FILE  
22429-73STR

PROJECT NO.  
22429-73

6.01









WOLFERRY CURVE

PAVED TRAIL

PAVED TRAIL  
BIKE BOLLARDS, TYP.

10'X10' PAD  
BY-PASS FENCE

PICKLEBALL COURTS

ACRYLIC COURT PAINT WITH  
STANDARD PICKLEBALL LINES

PLAYER BENCHES (2)

OPEN AREA

OPEN AREA

BERM PER CIVIL PLANS

WATER TREATMENT PLANT PROPERTY

**CALYX**  
CALYX DESIGN GROUP  
Landscape Architecture - Planning  
475 Cleveland Ave. N | Suite 307 | Saint Paul, MN 55104  
telephone: 651.788.9018  
internet: www.calyxdesigngroup.com



# Woodland Cove Park Concept

## Minnetrista, MN

PLAN DATE:	12/22/2023
DRAWN BY:	BH
CHECKED BY:	HL
SCALE:	AS NOTED

025'50'

SCALE: 1" = 25'-0"

NORTH

SHEET

L1-G



March 8, 2024

Mr. Nickolas Olson  
City Planner  
City of Minnetrista  
7701 County Road 110 West  
Minnetrista, MN 55364

Re: Woodland Cove 11<sup>th</sup> Addition  
Final Plat Review – 1<sup>st</sup> Submittal  
ML No. 23033  
WSB Project No. 024326-000

Dear Mr. Olson:

We have completed our review of the construction plan submittal received on December 27, 2023, for the Woodland Cove 11<sup>th</sup> Addition, as requested. Plans have been prepared by JR Hill, Inc., dated December 11, 2023. Other documents submitted are listed below:

- Woodland Cove 11<sup>th</sup> Addition, Storm Design and Map, dated November 15, 2023
- Woodland Cove 11<sup>th</sup> Addition Final Utility Plan, dated December 20, 2023
- Woodland Cove 11<sup>th</sup> Addition Final Plat, dated February 26, 2024
- Final Plat Narrative
- Woodland Cove 11<sup>th</sup> Addition storm velocity calculations dated February 26, 2024

The following documents were also submitted and have been previously reviewed as part of the overall Woodland Cove development:

- A Preliminary Geotechnical Evaluation Report for Lundgren Brothers Construction, Inc. dated February 2, 2000
- Open Space PDF dated April 8, 2021
- Existing HydroCAD report PDF dated July 30, 2021
- Proposed HydroCAD report PDF dated May 12, 2021
- Filtration and irrigation calculations dated April 1, 2021
- Irrigation areas PDF dated April 1, 2021
- Nationwide Urban Runoff Program (NURP) calculations dated April 1, 2021

The following includes general comments that apply to the final plat and do not need to be addressed. Previous comments that have been addressed are in grey.

#### General

1. Prior to the start of any construction, permits will need to be obtained and submitted to the City from the following agencies:
  - a. MPCA Construction General Permit- this phase is covered under the permit that was issued for Woodland Cove 4<sup>th</sup> and 5<sup>th</sup>.
  - b. MPCA Sanitary Sewer Extension Permit- received.
  - c. MDH Watermain Extension Permit- received.
  - d. Minnehaha Creek Watershed District- the Watershed District confirmed that no further permitting is necessary.

#### Storm Water Management / Storm Sewer

Grading, stormwater management (including rate, volume, and water quality) and erosion control for Woodland Cove 8<sup>th</sup> Addition were reviewed as a part of the larger site review done for Woodland Cove 4<sup>th</sup> and 5<sup>th</sup> Additions. Comment letters were submitted to the City for Grading

Plan Review on May 12, 2021 (project number 018065-000) and a Final Plat Review on August 12, 2021 (project number 018539-000).

Additional comments are as follows:

1. Include the velocity for all storm sewer segments on the Storm Design Computation Sheet. Velocities between 10 and 20 fps are acceptable when the storm sewer joints are tied and additional rip rap is provided. Velocities in excess of 20 fps is not permitted. **Completed.**
2. Noted that additional riprap is proposed at the FESs due to anticipated consistent fluctuations in the water elevations due to irrigation demands.
3. Verify whether additional easement is necessary (currently 20' total centered on pipe/structure) near the rear yard structure STMH 112 (15' build) **Completed.**

#### **Sanitary Sewer**

1. Sanitary sewer manholes are acceptable outside the centerlines of road provided that the top sections can be rotated to keep castings out of wheel paths as necessary.
2. Verify the horizontal separation between SSMH-6 and CB 106 to allow for sufficient compaction and constructability. **Verified.**

#### **Watermain**

1. The gate valves at Wildflower Way ~STA 3+00 and Wolfberry Curve ~STA 19+20 are shown close to, if not in, the proposed curbline. The developer's engineer is aware that construction techniques will likely need to be modified to construct the curb and bituminous.
2. The City's consultant for water infrastructure, AE2S has reviewed the plans and recommends increasing the cross sizes to that of the largest leg and then use fittings to reduce the remaining legs as necessary at Bellflower Drive ~STA 28+30. **Per AE2S this comment is no longer applicable.**

#### **Erosion Control**

1. Follow guidelines and requirements from Minnehaha Creek Watershed District.

#### **Sidewalks and Trails**

1. All sidewalk and trails shall be ADA compliant when the adjacent street grade is conducive to doing so.

#### **Street Plans**

1. Include proposed street lighting locations on Street Construction plans. Streetlights shall be located opposite the street sign location. **Completed.**

Please contact me if you have any questions or need any additional information from staff.

Sincerely,  
**WSB**



Alyson Fauske, PE (MN)  
Senior Project Manager

cc: Gary Peters, Public Works Director



**RESOLUTION NO. 11-24**

**CITY OF MINNETRISTA**

**RESOLUTION AUTHORIZING EXECUTION OF THE THIRD AMENDMENT TO  
MASTER DEVELOPMENT AGREEMENT**

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

WHEREAS, the City has adopted a comprehensive plan, zoning ordinance, subdivision regulations and other official controls to guide development in the community; and

WHEREAS, the City has previously approved a PUD for the Woodland Cove project which includes certain additional or alternative land use controls applicable to that project as outlined in the MDA (as hereinafter defined); and

WHEREAS, in April, 2012 the City entered into a Master Development Agreement which was previously amended by the First and Second Amendments to the Master Development Agreement (collectively, the “MDA”) with Woodland Cove, LLC (the “Master Developer”) with regard to the Woodland Cove project; and

WHEREAS, the Master Developer has identified a potential conflict between the provisions of the MDA and portions of the City Code related to principal structure setbacks on lakefront and lakeshore lots within the Woodland Cove project; and

WHEREAS, the Master Developer has asked the City to amend the MDA, which includes the applicable land use controls for the Woodland Cove project, to address this potential inconsistency for future development and redevelopment within the Woodland Cove project; and

WHEREAS, the City and Woodland Cove, LLC have negotiated the Third Amendment to Master Development Agreement (the “Third Amendment”) which clarifies the park dedication requirements for the Woodland Cove project.

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

1. The mayor and city clerk are authorized and directed to execute on behalf of the City the Third Amendment in the general form attached hereto as Exhibit A.

2. The city staff and consultants are authorized and directed to take all actions necessary or convenient to implement this resolution.

The forgoing resolution was adopted by the city council of the city of Minnetrista on the 18<sup>th</sup> day of March, 2024 by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

\_\_\_\_\_  
Cathleen Reffkin, Acting Mayor

ATTEST:

\_\_\_\_\_  
Ann Meyerhoff, City Clerk

(SEAL)



## **EXHIBIT A**

### **Form of Third Amendment to Master Development Agreement**

---

**THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF MINNETRISTA**

**AND**

**M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC**

---

This document drafted by:

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

### **THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT**

This Third Amendment to Master Development Agreement (the “Third Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the city of Minnetrista, a municipal corporation under the laws of Minnesota (the “City”) and M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC, a Delaware limited liability company (the “Developer”).

WHEREAS, the City and Woodland Cove, LLC, a Minnesota limited liability company and Woodland Cove II, LLC, a Minnesota limited liability company, entered into that certain Master Development Agreement on April 16, 2012 (the “MDA”), which was recorded on April 26, 2012 as Document No. A9780830 in the Office of the County Recorder and as Document No. T4949298 in the Office of the Registrar of Titles, both in Hennepin County, Minnesota; and

WHEREAS, Woodland Cove, LLC and Woodland Cove II, LLC subsequently merged with Woodland Cove, LLC remaining as the surviving entity; and

WHEREAS, the MDA provides the framework for development of a large project known as Woodland Cove, involving 492 acres of land and 1,071 residential units and some commercial uses; and

WHEREAS, on December 2, 2019, the parties amended the MDA by entering into the First Amendment to Master Development Agreement, recorded as Document No. 5730398 with the Hennepin County Registrar of Titles (the “First Amendment”); and

WHEREAS, on September 8, 2020, the parties amended the MDA by entering into the Second Amendment to Master Development Agreement that was not recorded relating to the lakeside setbacks for the custom lakeshore and lakefront lots (the “Second Amendment”); and

WHEREAS, Woodland Cove, LLC partially assigned its interests in the MDA to M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC on November 20, 2020 pursuant to the Partial Assignment of Master Development Agreement recorded as Document No. 5781264 with the Hennepin County Registrar of Titles; and

WHEREAS, Woodland Cove, LLC partially assigned its interests in the MDA to M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC on June 22, 2021 with respect to additional property within the subdivision pursuant to the Partial Assignment of Master Development Agreement recorded as Document No. 5847097 with the Hennepin County Registrar of Titles; and

WHEREAS, the City has decided to construct a well and water treatment plant on the southern portion of Outlot B, Woodland Cove 11<sup>th</sup> Addition, which was to be the location of the “Public Park” as defined in the MDA; and

WHEREAS, the Public Park was to be 7.1 acres in size, but with the well and water treatment plant being located on this property, it will only be 2.64 acres in size; and

WHEREAS, due to the additional property being dedicated by the Developer to the City for the placement of water infrastructure on Outlot B and the limited space on Outlot B, it is no longer feasible for the Developer to make \$600,000 worth of improvements to the Public Park; and

WHEREAS, due to the difference in the amount of land being dedicated to the City for the Public Park and the amount of improvements being made to the Public Park, the Developer has agreed to pay the City an additional park dedication fee of \$245,545.00; and

WHEREAS, the parties believe that it is in their mutual best interest to amend the MDA to reflect these changes, under the terms and conditions outlined herein.

NOW, THEREFORE, based on the mutual covenants and obligations contained herein, the parties agree as follows:

1. Section 8.1 of the MDA is amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

#### **8.1 Public Parks and Improvements**

- a) The Development includes one Public Park, which shall be ~~7.4~~ 2.64 acres in size and deeded to the City after being fully developed with the final plat for the applicable phase in which such park is located. A development plan for the Public Park has been submitted as part of Exhibit G attached hereto, and a site plan shall be presented and approved by the City prior to construction to ensure compliance with the Parks and Trails Plan attached as Exhibit G. The Developer also agrees to allow the City to use the remainder of Outlot B, Woodland Cove 11<sup>th</sup> Addition (approximately 2.37 acres) for the construction of water infrastructure improvements by the City.
- b) In addition to deeding the Public Park and the property for the water infrastructure improvements to the City, and prior to its conveyance, the Developer agrees to make park improvements to the Public Park. The Developer is obligated to make \$600,000 worth of park improvements, but the estimated cost of the park improvements is only \$354,455. To ensure that there is not any overpayment to the City for the park improvements, the Developer agrees to provide the City with a letter of credit for park improvements in the amount of \$600,000 at the time of final plat approval for Woodland Cove 11<sup>th</sup> Addition. Once the park improvements have been completed, the Developer shall provide the City with copies of paid invoices related to the park improvements that were made by the Developer and a check for a difference of the actual cost of the park improvements that were made by the Developer from the original \$600,000 obligation. Upon receipt of the check and review of the invoices and provided that they total \$600,000, the City shall return the letter of credit to the Developer. The park improvements must be completed by the Developer no later than November 30, 2024.

If the park improvements are not completed prior to December 31, 2018, the Developer's \$600,000 obligation will increase by an amount equal to the CPI U for the Minneapolis-St. Paul metropolitan area using 2018 rates as the base. As an illustrative example, the CIP U adjustment would be calculated as follows, assuming the following hypothetical yearly price indexes:

Year	Price Index	Percent of Adjustment
2018	190.134	N/A
2019	190.570	0.23% increase
2020	191.818	0.65% increase
2021	191.031	0.41% increase

- c) There are approximately 9.8 acres of land to be developed as public trail areas throughout the Development as depicted on Exhibit G. This land shall be deeded to the City or other governmental agency at the time of final plat of the appropriate phase of the Development. The paved trails shall comply with Exhibit G in width and general location and shall be constructed within the public outlots at the sole expense of the Developer and be completed within one year of granting of a certificate of occupancy by the City for the first home in that phase or prior to the acceptance of the subdivision improvements in that phase, whichever occurs first. The land and trails deeded to the City shall be maintained by the City, except the regional trail corridor, if established, which will be maintained by the Park District. All trails will be field located in consultation between the Developer and the City and located in outlots or rights-of-way. It is understood that the final locations of the trails may be adjusted to take into account topography and vegetation. If any public trails have been constructed outside previously platted outlots, replatting may be required to ensure that they are fully within the deeded outlot. Providing that the Developer is in compliance with all other requirements of this Master Agreement, the City agrees to cooperate with the Developer regarding the replatting.
- d) The City and Developer are currently working with the owners of the Von Blon conservation easement parcel adjacent to the Property to obtain a public trail easement through that parcel. Should this effort be successful, such easement would be held and maintained by the City or the Park District at their sole cost.

2. Section 8.2 of the MDA is amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

## 8.2 Cash in Lieu Contribution

The Developer shall also pay the City a cash contribution of \$695,000, which includes credit for previously made park dedication payments. This amount is above and beyond the costs of improvements to the Public Park and public trail system to be paid by the Developer pursuant to Section 8.1 of this Master Agreement. The amount owed will be prorated based on

the percentage of the total units being developed within each phase of the Development and paid at the time of recording the final plat for that phase. After December 31, 2018, the amount of park fees remaining to be paid will be adjusted using the previous year's rate as the base. As an illustrative example, the CIP-U Adjustment would be calculated as follows, assuming the following hypothetical yearly price indexes:

<u>Year</u>	<u>Price Index</u>	<u>Percent of Adjustment</u>
2018	190.134	N/A
2019	190.570	0.23% increase
2020	191.818	0.65% increase
2021	191.031	0.41% decrease

3. Except as noted in this First Amendment, all terms of the MDA, the First Amendment, and the Second Amendment shall remain the same.

IN WITNESS WHEREOF, the parties have set their hands to this Third Amendment as of the day and year first written above.

**CITY OF MINNETRISTA**

By: \_\_\_\_\_  
Cathleen Reffkin, Acting Mayor

By: \_\_\_\_\_  
Ann Meyerhoff, City Clerk

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Cathleen Reffkin and Ann Meyerhoff, the acting mayor and city clerk, respectively, of the city of Minnetrista, a Minnesota municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

**M/I HOMES OF MINNEAPOLIS/ST.  
PAUL, LLC**

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

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC, a Delaware limited liability company, on behalf of the company.

---

Notary Public



**WOODLAND COVE, LLC**

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

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of WOODLAND COVE, LLC, a Minnesota limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

The following property located in Hennepin County, Minnesota is subject to the foregoing Second Amendment to Master Development Agreement.

Outlots E and F, Woodland Cove 8<sup>th</sup> Addition, Hennepin County, Minnesota

Torrens Property

Torrens Certificates Nos. 1553439 and 1543114

**RESOLUTION NO. 12-24**

**CITY OF MINNETRISTA**

**RESOLUTION GRANTING FINAL APPROVAL OF  
THE PLAT OF WOODLAND COVE 11<sup>th</sup> ADDITION**

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

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

WHEREAS, M/I Homes of Minneapolis/St. Paul, LLC, (the “Developer”) is the fee owner of the land being platted as Woodland Cove 11<sup>th</sup> Addition (the “Property”) and which is legally described in Exhibit A attached hereto; and

WHEREAS, on September 6, 2011, the City adopted Resolution No. 113-11 granting preliminary approval of the plat of Woodland Cove; and

WHEREAS, in April, 2012 the City and Woodland Cove LLC, entered into that certain Master Development Agreement (the “Master Development Agreement”), which was recorded on April 26, 2012 as document no. A9870830 in the Office of the Hennepin County Recorder and as document no. T4949298 in the Office of the Hennepin County Registrar of Titles; and

WHEREAS, the Master Development Agreement provided the overall framework for development of the Property and recognized that the Property would be developed in phases over time due to its size and the diversity of approved uses; and

WHEREAS, on June 22, 2021, Woodland Cove LLC and the Developer entered into an assignment of the Master Development Agreement in conjunction with the sale of the Property from Woodland Cove LLC to the Developer, and which sale and assignment were consented to by the City; and

WHEREAS, the Developer has now requested final approval of the plat of Woodland Cove 11<sup>th</sup> Addition and has submitted the necessary documents related to the final plat; and

WHEREAS, the City has reviewed the Developer’s submission and reviewed it with other elements for their compliance with the terms and conditions of preliminary plat approval and its consistency with all City ordinances and requirements; and

WHEREAS, the final plat of Woodland Cove 11<sup>th</sup> Addition will create 77 residential lots and 2 outlots.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Minnetrista, Minnesota that the City makes the following findings of fact regarding the final plat of Woodland Cove 11<sup>th</sup> Addition:

1. The final plat is consistent with the City's comprehensive plan and, as conditioned herein, its zoning ordinance, its subdivision regulations and its other official controls.
2. The final plat is consistent with the terms and conditions of preliminary plat approval.
3. The final plat is consistent with the Master Development Agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that final approval is granted to the plat of Woodland Cove 11<sup>th</sup> Addition, subject to the following terms and conditions:

1. The Developer shall obtain all proper permits from the Minnehaha Creek Watershed District, Minnesota Department of Natural Resources, Minnesota Pollution Control Agency, the United States Army Corps of Engineers and all other required permits from agencies having jurisdiction over Woodland Cove;
2. No building permit will be issued until the sanitary sewer and water utilities have been completed for that area in accordance with the plans or as otherwise acceptable to the city engineer;
3. The Developer must execute a development agreement in a form satisfactory to the City to ensure the construction of public improvements within the development and other matters related thereto;
4. The Developer shall provide an executed quit claim deed for Outlot B to the City for the city park that will be constructed by the Developer on Outlot B;
5. Three copies of the final plat, mylars, a certified copy of the final plat, and an electronic digital copy of the final plat must be presented to the City;
6. The final plat shall be recorded within 180 days of the date of the plat of Woodland Cove 11<sup>th</sup> Addition is executed by the City;
7. The Developer must reimburse the City for all fees and costs incurred by the City in review of this application;
8. The Developer shall install all improvements shown on the plans received by the City on December 27, 2023 and any additional improvements required by the development agreement. The design of all such improvements is subject to review and approval of the city engineer before the commencement of construction;
9. The Developer shall provide to the City a letter of credit in the amount determined by the city engineer to be sufficient to ensure completion of the required improvements prior to the commencement of construction;

10. The Developer shall comply with the city attorney's recommendation regarding title matters and recording procedures;
11. The city planner is authorized and directed to execute a sign permit for the subdivision entry monument signs; and
12. The mayor and city clerk are authorized and directed to execute the final plat only after notification by the city engineer that he is satisfied with the Developer's plans for the subdivision improvements.

This resolution was adopted by the City Council of the City of Minnetrista on the 18<sup>th</sup> day of March, 2024 by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

\_\_\_\_\_  
Cathleen Reffkin, Acting Mayor

ATTEST:

\_\_\_\_\_  
Ann Meyerhoff, City Clerk

(SEAL)

## **EXHIBIT A**

### Legal Description of the land being platted as Woodland Cove 11<sup>th</sup> Addition

Outlot E, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
(Torrens)

AND

Outlot F, Woodland Cove 8th Addition, Hennepin County, Minnesota.  
(Torrens)

**RESOLUTION NO. 13-24**

**CITY OF MINNETRISTA**

**RESOLUTION AUTHORIZING EXECUTION OF A  
SUBDIVISION AGREEMENT WITH M/I HOMES OF  
MINNEAPOLIS/ST. PAUL, LLC**

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

WHEREAS, M/I Homes of Minneapolis/St. Paul, LLC (the “Developer”) is the fee owner of the property legally described in the Subdivision Agreement as hereinafter defined (the “Property”); and

WHEREAS, on September 6, 2011, the City adopted Resolution No. 113-11 granting preliminary approval of the plat of Woodland Cove; and

WHEREAS, in April, 2012 the City and Woodland Cove LLC, entered into that certain Master Development Agreement (the “Master Development Agreement”), which was recorded on April 26, 2012 as document no. A9870830 in the Office of the Hennepin County Recorder and as document no. T4949298 in the Office of the Hennepin County Registrar of Titles; and

WHEREAS, the Master Development Agreement provided the overall framework for development of the Property and recognized that the Property would be developed in phases over time due to its size and the diversity of approved uses; and

WHEREAS, the Developer has entered into that certain assignment of the Master Development Agreement whereby the Developer has assumed all of the rights and obligations of Woodland Cove LLC under the Master Development Agreement with respect to the Property; and

WHEREAS, the Developer has requested final plat approval of Woodland Cove 11<sup>th</sup> Addition which creates 77 residential lots and 2 outlots; and



WHEREAS, a subdivision agreement (the “Subdivision Agreement”) has been prepared for execution by the City and the Developer specifying the details of development of the project; and

WHEREAS, execution by the parties of the Subdivision Agreement is a requirement of the final approval of the plat of Woodland Cove 11<sup>th</sup> Addition before any construction of the project may begin.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Minnetrista, Minnesota that the mayor and city clerk are authorized and directed to execute the Subdivision Agreement and related documents in the general form attached hereto, on behalf of the City.

This resolution was adopted by the City Council of the City of Minnetrista on the 18<sup>th</sup> day of March, 2024 by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

\_\_\_\_\_  
Cathleen Reffkin, Acting Mayor

ATTEST:

\_\_\_\_\_  
Ann Meyerhoff, City Clerk

(SEAL)

## **EXHIBIT A**

### **Form of Subdivision Agreement**

---

**SUBDIVISION AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF MINNETRISTA**

**AND**

**M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC**

**FOR**

**WOODLAND COVE 11<sup>TH</sup> ADDITION**

---

This document drafted by:

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

# EXECUTION COPY

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This Subdivision Agreement (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the city of Minnetrista, a municipal corporation under the laws of Minnesota (the “City”), and M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC, a Delaware limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, Woodland Cove, LLC and Woodland Cove II, LLC, both Minnesota limited liability companies, now merged as Woodland Cove, LLC (“Woodland Cove”) proposed the development of approximately 491.07 acres of land in the southwest quadrant of Minnetrista to be known as Woodland Cove (the “Development”); and

WHEREAS, with regard to the Development, the City approved a comprehensive plan amendment by Resolution No. 103-11 adopted on August 1, 2011; a rezoning to Planned Unit Development by Ordinance No. 399 adopted on August 1, 2011; a Preliminary Plat by Resolution No. 113-11 adopted September 6, 2011; a Multiple Dock License by Resolution No. 114-11 adopted on September 6, 2011; and a Wetlands Conservation Act permit by Resolution No. 115-11 adopted on September 6, 2011; and

WHEREAS, in April 2012, the City and Woodland Cove entered into that certain Master Development Agreement (the “Master Development Agreement”) regarding the Development which was recorded on April 26, 2012 in the Office of the Hennepin County Recorder as document no. A9870830 and in the Office of the Hennepin County Registrar of Titles as document no. T4949298; and

WHEREAS, the Master Development Agreement provided the overall framework for the Development and recognized that it would be built out in phases over time due to its size and the diversity of approved uses; and

WHEREAS, the Master Development Agreement allowed for the assignment of development rights and obligations by Woodland Cove to other developers under the terms and conditions specified therein; and

WHEREAS, subsequent to approval of the Master Development Agreement, the City has granted final approval for several phases of the Development and approved partial assignment agreements between Woodland Cove and the developer assigning rights and obligations under the Master Development Agreement with regard to phases developed by the developers; and

WHEREAS, the Developer has acquired additional land within the Development and which is legally described on Exhibit A attached hereto and which the Developer proposes to plat as Woodland Cove 11<sup>th</sup> Addition (the “Subdivision”); and

WHEREAS, Woodland Cove by written instruments dated November 20, 2020 and June 22, 2021 (the “Partial Assignments of Master Development Agreement”) has assigned to the Developer

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its rights and obligations under the Master Development Agreement with regard to the Subdivision and the Developer has obligated itself to same; and

WHEREAS, the City has consented to the Partial Assignments of Master Development Agreement which delineates the rights and responsibilities of Woodland Cove and the Developer with respect to the Subdivision; and

WHEREAS, the City and the Developer entered into a Preliminary Development Agreement (the “Preliminary Development Agreement”) dated June 30, 2021 and recorded on August 19, 2021 in the Office of the Hennepin County Registrar of Titles as document no.5868635; and

WHEREAS, the City and the Developer entered into a First Amendment to Preliminary Development Agreement (the “First Amendment to Preliminary Development Agreement”) dated October 16, 2017; and

WHEREAS, the approval of the final plat of Woodland Cove 11<sup>th</sup> Addition is contingent upon the Developer entering into a subdivision agreement satisfactory to the City regarding the Subdivision.

NOW, THEREFORE, based on the mutual covenants and obligations contained herein, the parties agree as follows:

1. Right to Proceed. The Subdivision is the 11<sup>th</sup> phase of the Development. The Master Development Agreement is hereby incorporated into this Agreement and remains in full force and effect with regard to the Subdivision except as it is explicitly or by necessary implication modified by this Agreement or by any other written instrument executed or consented to by the City and Developer. The Master Development Agreement continues to apply in the remainder of the Development not included in the Subdivision, except as it may have been modified for previous phases of the Development. This Agreement applies exclusively to the Subdivision.

The Developer may not construct public or private improvements or any buildings within the Subdivision until all the following conditions precedent have been satisfied:

- a) the final plat of Woodland Cove 11<sup>th</sup> Addition has been recorded with Hennepin County, except that the Developer may construct the Preliminary Improvements (as hereinafter defined) before the final plat of Woodland Cove 11<sup>th</sup> Addition has been recorded with Hennepin County, subject to satisfaction of all other applicable conditions and upon receipt of written permission to proceed issued by the City;
- b) this Agreement has been executed by the Developer and the City and recorded with Hennepin County;
- c) the required Letter of Credit (as hereinafter defined) has been received by the City from or on behalf of the Developer;
- d) final engineering and construction plans in digital form for the Subdivision Improvements (as hereinafter defined) have been submitted by the Developer and approved by the city engineer;

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- e) the Developer has reimbursed the City for all legal, engineering and administrative expenses incurred to date by the City regarding the Subdivision;
- f) the Developer has executed the Stormwater Maintenance Agreement in the form attached hereto as Exhibit E;
- g) the Developer has submitted the storm sewer improvement tax district disclosure statement required by section 9 of this Agreement;
- h) the Developer is in compliance with the grading plan approved with the Preliminary Development Agreement and the First Amendment to the Preliminary Development Agreement;
- i) all erosion control measures are in place;
- j) the Developer has received all required permits from the Minnehaha Creek Watershed District, the Minnesota Pollution Control Agency, the Minnesota Department of Health, the Metropolitan Council, MnDOT, and any other entity having jurisdiction over the Subdivision;
- k) the Developer has paid the street maintenance fee required by section 7, the sanitary sewer and water trunk charges and the siren fee required by section 14 and the park dedication fee required by section 15 of this Agreement;
- l) the Developer or the Developer's engineer has initiated and attended a preconstruction meeting with the city engineer and staff; and
- m) the City has issued a notice that all conditions precedent have been satisfied and that the Developer may proceed.

2. Plans; Subdivision Improvements; Preliminary Improvements. a) The Developer agrees to develop the Subdivision in accordance with this Agreement, the Master Development Agreement, the final plat of Woodland Cove 11th Addition and the terms and conditions of City resolution nos. 124-21 and 125-21, which resolutions are hereby incorporated by reference into this Agreement and made a part hereof, and to construct all required improvements within and adjacent to the Subdivision in accordance with the approved engineering and construction plans (collectively, the "Plans"). The documents which constitute the Plans are those on file with and approved by the City and are listed on Exhibit B attached hereto. The Plans may not be modified by the Developer without the prior written approval of the City.

b) In developing the Subdivision in accordance with the Plans, the Developer shall make or install at its sole expense the following public and private improvements (collectively, the "Subdivision Improvements"):

- 1. site grading, to the extent not completed pursuant to the Preliminary Development Agreement and the First Amendment to Preliminary Development Agreement;
- 2. streets, sidewalks and trails;
- 3. sanitary sewer;
- 4. municipal water distribution system;
- 5. stormwater facilities;
- 6. landscape irrigation system;
- 7. landscaping; and



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8. street lighting, signage, and boulevard landscaping.

c) The Subdivision Improvements are in addition to the Preliminary Improvements which have been or will be constructed pursuant to the Preliminary Development Agreement and First Amendment to Preliminary Development Agreement. To the extent that the Preliminary Improvements have not been completed by the Developer prior to issuance by the City of the right to proceed under this Agreement, the terms and conditions of the Preliminary Development Agreement and the First Amendment to Preliminary Development Agreement are incorporated herein and shall be considered terms and conditions of this Agreement as if fully set forth herein.

d) All work performed by or on behalf of the Developer related to construction of the Subdivision Improvements shall be restricted to the hours of 7:00 a.m. through 7:00 p.m., Monday through Friday and 8:00 a.m. through 6:00 p.m. on Saturday. All work related to construction of the houses within the Subdivision which involves a level of noise likely to unreasonably annoy nearby residents shall also be restricted to the same hours.

e) The Developer wishes to begin certain work on the Property prior to anticipated acceptance of the final plat of Woodland Cove 11<sup>th</sup> Addition by Hennepin County. Such work generally consists of utility construction (the "Preliminary Improvements"). The Developer agrees to construct the Preliminary Improvements on the Property in accordance with the approved engineering and construction plans for the Preliminary Improvements (collectively the "Preliminary Improvement Plans"). All work must be done in strict compliance with the Preliminary Improvements Plans and with all requirements of the Minnesota Pollution Control Agency regarding contaminated soils, if applicable. The Documents which constitute the Preliminary Improvements Plans are those on file with and approved by the City and are among those listed on Exhibit B attached hereto. The Preliminary Improvement Plans may not be modified or expanded by the Developer without the prior written approval of the City. Construction of the Preliminary Improvements shall be subject to the terms of this Agreement, except for those terms which, by their nature, cannot be applied to the construction of the Preliminary Improvements.

3. Density; Architectural Guidelines; Proposed Changes. a) The City's comprehensive plan requires a minimum of 1,071 residential units for the Development. The Master Development Agreement specified the number of residential units to be constructed within each area of the Development but provided flexibility in deviating therefrom so long as the Developer demonstrated how and where any such deviations would be made up. Previous phases of the Development included 1,035 residential units. This 11<sup>th</sup> Addition adds 77 residential units for a total to date of 1,112 units. The Developer is over by 41 of the required number of residential units expected for the portion of the Development built out to date.

b) The Developer agrees to comply with the architectural guidelines listed in Exhibit C attached hereto with regard to the houses constructed within the Subdivision.

c) There are no Proposed Changes to the Core Values, as those terms are defined in the Master Development Agreement, within the Subdivision.

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4. Erosion Control. All construction regarding the Subdivision Improvements shall be conducted in a manner designed to control erosion and in compliance with the Preliminary Development Agreement and all City ordinances and other requirements, including the City's permit with the Minnesota Pollution Control Agency regarding municipal separate storm sewer system program dated November 16, 2020. The terms of the Preliminary Development Agreement and the First Amendment to Preliminary Development Agreement shall continue to control regarding erosion control even after the execution of this Agreement and are incorporated into this Agreement. No construction of the Subdivision Improvements will be allowed and no building permits will be issued for the Subdivision unless the Developer is in full compliance with the erosion control requirements, which are binding on the Developer and its successors and assigns.

5. Site Grading; Haul Routes. a) All site and other grading must be done in compliance with the Preliminary Development Agreement, the First Amendment to Preliminary Development Agreement, the Plans, required erosion control measures and all requirements of the Minnesota Pollution Control Agency regarding contaminated soils. The "as-constructed" grading plan dated December 22, 2021 includes the area within this phase. Modifications to the elevations contained within the "as-constructed" grading plan shall be subject to review and approval of the City's engineer. The City's engineer may require a revised "as-built" grading plan and a certification by a registered land surveyor or engineer, which shall be submitted within 30 days after completion of the grading, or such other period acceptable to the City's engineer.

b) The Developer agrees that any fill material which must be brought to or removed from the Subdivision or adjacent areas while grading or during construction of the Subdivision Improvements or any homes within the Subdivision will be transported using the haul route established by the City. The City designates Kings Point Road, Woodland Cove Parkway (through Woodland Cove 3<sup>rd</sup> Addition), and Lotus Drive as the haul routes.

6. Construction of Subdivision Improvements. a) All Subdivision Improvements shall be installed in accordance with this Agreement, the Master Development Agreement, the Plans, all other city approvals, the City's subdivision regulations, the City's engineering standards (as hereinafter defined) for utility construction, the requirements of the report from the City engineer dated March 8, 2024 and the terms of the Preliminary Development Agreement and the First Amendment to the Preliminary Development Agreement to the extent the Preliminary Improvements have not been completed. The Developer shall submit plans and specifications for the Subdivision Improvements prepared by a registered professional engineer. The Developer shall obtain any necessary permits from the Minnesota Pollution Control Agency, the Metropolitan Council, the Minnesota Department of Health, the Minnehaha Creek Watershed District, MnDOT and any other agency having jurisdiction over the Subdivision before proceeding with construction. The City shall inspect all work at the Developer's expense. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. Prior to beginning construction, the Developer or the Developer's engineer shall schedule a preconstruction meeting with all parties concerned, including the City staff and engineers, to review the program for the construction work.

b) No building permit shall be issued for structures within the Subdivision until adequate street access and sanitary sewer and water are available to the lot in question, except that

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building permits may be issued to permit the construction of model homes pursuant to Section 20 below. If building permits are issued prior to the completion and acceptance of all Subdivision Improvements serving any lot, the final wear course of bituminous excepted, the Developer assumes all liability and costs resulting in delays in completion of the Subdivision Improvements and damage to the Subdivision Improvements caused by the City, the Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties. No temporary or permanent certificate of occupancy shall be issued for any structure within the Subdivision until all streets, except for the final wear course of bituminous, and all utilities have been completed for the Subdivision. All utilities within the Subdivision shall be placed underground.

c) Within 45 days after the completion of the Subdivision Improvements, the Developer shall supply the City with a complete set of reproducible “as constructed” plans and three complete sets of paper “as constructed” plans, each prepared in accordance with City standards and in AutoCAD format based on Hennepin County coordinates. Sanitary sewer, water and stormwater “as constructed” plans shall also be submitted to the City in GIS format compatible with ArcMap 10 in the coordinates and with the attributes directed by the City engineer. Iron monuments must be installed in the Subdivision in accordance with state law. The Developer’s surveyor shall submit a written notice to the City certifying that the monuments have been installed. All Subdivision Improvements, excluding the bituminous wear course, required by this Agreement shall be completed by no later than November 30, 2024, except as specifically noted otherwise in this Agreement.

d) The Developer agrees to require its contractor to provide to the City a warranty bond against defects in labor and materials for the Subdivision Improvements for a period of two years from the date of their acceptance by the City or from their completion if they are not to be dedicated to the City. Acceptance by the City occurs upon passage by the City Council of a resolution accepting the improvements after all public Subdivision Improvements, including the bituminous wear course and final punch list, are completed and approved by the city engineer. During such period, the Developer agrees to repair or replace any Subdivision Improvement, or portion or element thereof, which shows signs of failure, normal wear and tear excepted. A decision regarding whether a Subdivision Improvement shows signs of failure shall be made by the City in the reasonable exercise of its judgment. If the Developer fails to repair or replace a defective Subdivision Improvement during the warranty period, the City may repair or replace the defective portion and may use the Letter of Credit, as hereinafter defined, to reimburse itself for such costs. The Developer agrees to reimburse the City fully for the cost of all Subdivision Improvement repairs or replacement if the cost thereof exceeds the remaining amount of the Letter of Credit. Such reimbursement must be made within 45 days of the date upon which the City notifies the Developer of the cost due under this section. If the Developer fails to make required payments to the City, the Developer hereby consents to the City levying special assessments for any unreimbursed amount associated with such costs against the lots within the Subdivision except those which have been sold to homeowners. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Subdivision of the repair or replacement of the Subdivision Improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.

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7. Streets. a) The Developer agrees to construct the public streets within the Subdivision in accordance with City specifications and the Plans. The City's specifications for the streets to be constructed within the Subdivision are contained in the most recent edition of its engineering standards (the "Engineering Standards"), which is hereby incorporated into this Agreement by reference. If there is a conflict between the Plans and the Engineering Standards, the Engineering Standards shall prevail except when an alternative has been explicitly approved in writing by the City. The required bituminous section for the streets shall be as presented in the Plans, which is 3.5-inches of bituminous material.

b) Following completion of the Subdivision streets and inspection thereof by the city engineer and receipt of the required warranty bond, the City agrees to accept the streets for maintenance if they are deemed by the City to have been constructed according to City specifications, including the Engineering Standards and the Plans. Removal of snow and ice from the Subdivision streets shall remain the responsibility of the Developer until the City accepts the streets for maintenance.

c) The streets shall be completed by no later than the date for completion of all Subdivision Improvements except that the final wear course of bituminous on the streets shall not be completed until two-thirds of the homes within the Subdivision have been completed or until two years from the date of the issuance of the first building permit, whichever occurs first. The Developer shall also repair or replace all broken or failing curbs and sidewalks at the time of installation of the final wear course of bituminous within the Subdivision.

d) In order to allow the Developer to construct the streets and utility improvements within the Subdivision, the City hereby agrees to grant to the Developer a temporary easement for purposes of street and utility installation over, under and across the Subdivision rights-of-way. The temporary easement will commence upon filing of the plat of Woodland Cove 11<sup>th</sup> Addition with Hennepin County and shall terminate upon completion and acceptance by the City of the work described herein regarding road and utility construction to serve the Subdivision.

e) The Developer agrees to pay the City \$21,875.70 at the time of final plat approval as a fee towards preventative maintenance on the streets within the Subdivision. This amount was calculated as follows: 6,629 square yards of local roads times \$3.00/square yard plus a 10 percent administration fee.. Such fee shall be used by the City to perform preventative maintenance, including but not limited to crack sealing, at such time as deemed appropriate by the City.

8. Sanitary Sewer and Water Improvements. The Developer agrees to construct sanitary sewer and water lines to serve the lots within the Subdivision. The Developer's work in constructing and extending the utilities must be in accordance with the Plans and must comply with all City requirements regarding such utilities. The sanitary sewer and water Subdivision Improvements will be dedicated by the Developer to the City as public improvements upon completion and acceptance by the City. The City agrees to accept the sanitary sewer and water improvements for maintenance after receipt of the required warranty bond if they are deemed by the City to have been constructed according to City specifications, including the Engineering Standards and the Plans.

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9. Stormwater Improvements. a) The Developer agrees to construct the stormwater facilities in accordance with the Plans and in compliance with all City requirements regarding such improvements. The stormwater facilities include but are not limited to the ponds and all other storm sewer improvements that connect series of ponds or outlet from the Development, including but not limited to flared end sections, outlet control structures, manholes, and drain tile facilities, as shown on the Plans.

b) The stormwater facilities serving the Subdivision will remain private and will be maintained by the Developer at its sole expense until taken over by the HOA, as hereinafter defined. Except as specifically noted herein, the City does not intend to accept the stormwater facilities as public and does not intend to maintain them. The City will accept and maintain storm sewer that outlets from the public right-of-way into the stormwater facilities (ponds) to the flared end section. In order to meet the requirements of the Minnehaha Creek Watershed District and City code, the Developer agrees to enter into a Stormwater Maintenance Agreement with the City in the form attached hereto as Exhibit E. The purpose of the Stormwater Maintenance Agreement is to ensure that the Developer maintains the stormwater facilities and to give the City the right but not the obligation to do so if the Developer fails in its obligations. The Stormwater Maintenance Agreement will be recorded against the land within the Subdivision and will run with the land. The Developer acknowledges that i) the stormwater facilities have not and will not be accepted by the City; ii) the City does not plan to maintain or pay for maintenance, repair or replacement of the stormwater facilities and that the Developer initially and the HOA ultimately will have responsibility for such work; iii) the City has the right but not the obligation to perform necessary work upon the failure or refusal by the Developer or HOA to do so; and iv) if the City performs any work on the stormwater facilities, the City has the right to specially assess or otherwise recover the cost of such work against the lots within the Subdivision and other portions of the Property.

c) The HOA shall be responsible for the maintenance, repair or replacement of all stormwater facilities serving any portion of the Development regardless of whether located in the Subdivision or other portions of the Development. The Developer agrees to inform purchasers of lots within the Subdivision that i) the City does not plan to own, maintain or pay for maintenance, repair or replacement of the stormwater facilities and that the HOA will have primary responsibility for such work; ii) the City has the right but not the obligation to perform necessary work upon the failure or refusal by the HOA to do so; and iii) if the City performs any work on the stormwater facilities, the City intends to recover the cost of such work from the owners of the lots within the Subdivision.

d) The Developer acknowledges that the City has established a storm sewer improvement tax district over the entire Development, including the Subdivision. The district was established pursuant to Minnesota Statutes, sections 444.16 to 444.21 and authorizes the City to acquire, construct, reconstruct, extend, maintain, and otherwise improve storm sewer systems and related improvements within or serving the Development if such work becomes necessary in the opinion of the City. In recognition of this possibility, the Developer agrees to provide prospective lot purchasers with a disclosure statement informing them of the existence of the storm sewer improvement tax district and that a tax could be imposed on the lots within the Subdivision if the City is required to repair or maintain the storm sewer systems and related improvements. The wording of

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the disclosure statement must be approved by the City for use in connection with the sale of lots in the Subdivision prior to its distribution or use by the Developer.

10. Landscaping. The Developer agrees to install landscaping within the Subdivision in accordance with the Plans. All landscaping shall include hardy, non-invasive and drought tolerant species appropriate for Minnesota. All landscaping materials shall be maintained and replaced if they die within two years of acceptance of the Subdivision Improvements. This timeline will correspond with the two-year warranty bond.

11. Street Lighting, Street Signs. a) The Developer agrees to install and pay for street lighting within the Subdivision. Prior to the issuance of any building permits, the Developer shall submit lighting details to the City for review and approval by city staff. All lighting shall meet City standards. Street lighting shall include lighting fixtures approved by the City and shall be equipped with luminaries which allow no light more than five percent above the horizontal plane. The Developer or the HOA will maintain and replace the street lighting fixtures and be responsible for the electric bill for same.

b) The Developer agrees to install and pay for all street signs within the Subdivision in accordance with the Plans. Custom street signs shall be installed only if all costs are paid by the Developer. Unless custom signs are approved, street signs shall be the City's standard street sign design and shall be dedicated by the Developer to the City after installation and acceptance by the City. Street signs requiring repair or replacement will be replaced by the City with the City's standard form of street sign unless the Developer reimburses the City for custom signs. The Developer or the HOA will be required to pay for repair or replacement if any other type of street sign is desired.

12. Letter of Credit. a) In order to ensure completion of the Subdivision Improvements required under this Agreement and satisfaction of all fees due to the City, the Developer agrees to deliver to the City prior to beginning any construction or work on the Subdivision Improvements a letter of credit (the "Letter of Credit") in the amount of \$1,676,200.00. This amount required represents 150 percent of the maximum risk exposure for the City as calculated by the city engineer, based on the anticipated sequence of construction and the estimated cost of each element of the Subdivision Improvements, rather than the aggregate cost of all required Subdivision Improvements. The Letter of Credit shall be delivered to the City prior to beginning any work on the Subdivision Improvements and shall renew automatically thereafter until released by the City. The estimated cost of the elements of the work covered by the Letter of Credit is itemized on Exhibit F attached hereto. The Letter of Credit shall be issued by a bank licensed to do business in the United States determined by the City to be solvent and creditworthy and shall be in a form acceptable to the City. The Letter of Credit shall allow the City to draw upon the instrument, in whole or part, in order to complete construction of any or all of the Subdivision Improvements and other specified work within the Subdivision and to pay any fees or costs due to the City by the Developer.

b) The City agrees that prior to drawing on the Letter of Credit it will provide notice to the Developer and a period of no less than 30 days for the Developer to cure the default.

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Notwithstanding the above, the City shall not be obligated to allow a cure period which extends beyond the expiration date of the Letter of Credit.

c) Periodically and upon request by the Developer, the City agrees to reduce the Letter of Credit to an amount roughly equal to 150 percent of the cost of the remaining work, subject to evaluation of the City's maximum risk exposure, delivery of the required warranty bond(s) to the City and satisfaction of all of the Developer's financial obligations to the City. The Letter of Credit shall be released in full and returned to the Developer following installation of the final wear course of bituminous on the streets; receipt of the required warranty bonds; satisfaction of all financial obligations by the Developer to the City; and completion of all other financial requirements of this Agreement. Prior to releasing any portion of the Letter of Credit or accepting another letter of credit in replacement, the City shall first be satisfied regarding the quality and completeness of the work on the Subdivision Improvements and that the Developer has taken such steps as may be necessary to ensure that no liens will attach to the Subdivision. Notwithstanding anything herein to the contrary, the Letter of Credit shall not be reduced to less than \$50,000, until such time as the City releases the entire Letter of Credit.

d) It is the intention of the parties that the City at all times have available to it a Letter of Credit in an amount adequate to ensure completion of all elements of the Subdivision Improvements and other obligations of the Developer under this Agreement. To that end and notwithstanding anything herein to the contrary, all requests by the Developer for a reduction or release of the Letter of Credit shall be evaluated by the City in light of that principle.

e) If at any time the City reasonably determines that the bank issuing the Letter of Credit no longer satisfies the City's requirements regarding solvency and creditworthiness, the City shall notify the Developer and the Developer shall provide to the City within 30 days a substitute Letter of Credit from another bank meeting the City's requirements. If within 30 days of notice the Developer fails to provide the City with a substitute Letter of Credit from an issuing bank satisfactory to the City, the City may draw under the existing Letter of Credit.

13. Homeowners' Association; Open Space Capital Needs. a) A homeowners' association (the "HOA") has previously been established which includes all land within the Development, including the Subdivision. The Developer agrees to record covenants against the Subdivision for this purpose, which covenants must be in form and substance acceptable to the City and generally consistent with the draft covenants approved by the City with the Master Development Agreement. The covenants shall be filed by the Developer with Hennepin County prior to any building permits being issued for a lot within the Subdivision. The HOA covenants must provide for maintenance by the HOA of all those lands and improvements required by the Master Development Agreement or this Agreement. The HOA covenants must provide that certain provisions thereof may not be amended or deleted without prior written City approval.

b) As required by the Master Development Agreement, the Developer has submitted the Open Space Capital Needs Study attached hereto as Exhibit G and which is hereby incorporated into this Agreement. The Developer agrees to adhere to the Open Space Capital Needs Study, including the funding thereof.

## EXECUTION COPY

14. Trunk Charges and Connection Rates; Siren Fee. a) The Developer agrees to pay sanitary sewer trunk charges of \$6,286.50 at the time of approval of the final plat of Woodland Cove 11<sup>th</sup> Addition. This represents the pro rata share of the total sanitary sewer trunk charge of \$98,352 due for the Development based on the acreage of the Subdivision.

b) The Developer agrees to pay water trunk charges of \$9,860.60 at the time of approval of the final plat of Woodland Cove 11<sup>th</sup> Addition. This represents the pro rata share of the total water trunk charge of \$2,414,026 due for the Development based on the acreage of the Subdivision with a credit of \$144,440 applied to reimburse the Developer for trunk watermain oversizing.

c) Sanitary sewer connection fees are \$1,800 per residential unit and shall be due at the time of issuance of each building permit.

d) Water connection fees are \$3,700 per residential unit and shall be due at the time of issuance of each building permit.

e) The Developer agrees to pay the City a siren fee of \$4,928 at the time of approval of the final plat of Woodland Cove 11<sup>th</sup> Addition.

15. Park Dedication Requirements; Private Park Improvements. a) The Developer agrees to construct the private trails and private park improvements specified in the Master Development Agreement. The private trails shall be completed by the Developer prior to acceptance by the City of the public Subdivision Improvements.

b) In addition to complying with all other requirements of the Master Development Agreement regarding park dedication requirements, the Developer shall pay to the City at the time of final plat approval a fee of \$49,967.32 which represents 77/1071<sup>st</sup> of the park dedication fee in lieu required by the Master Development Agreement, as amended.

16. Responsibility for Costs. The Developer agrees to pay to the City an administrative fee in the amount necessary to reimburse the City for its reasonable costs and expenses in reviewing the Subdivision, including the drafting and negotiation of this Agreement. The Developer agrees to reimburse the City in full for such reasonable costs within 45 days after notice in writing by the City. The Developer agrees to reimburse the City for the reasonable cost incurred in the enforcement of any provision of this Agreement, including reasonable engineering and attorneys' fees.

17. Developer's Default. In the event of default by the Developer as to construction or repair of any of the Preliminary Improvements or the Subdivision Improvements or any other work or undertaking required by this Agreement, and following the notice and opportunity to cure provided for in section 12.b) of this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the land within the Subdivision to recover the costs thereof. For this purpose, the Developer, for itself and



## EXECUTION COPY

its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes, section 429.081.

18. Insurance. The Developer agrees to take out and maintain or cause to be taken out and maintained until six months after the City has accepted the Subdivision Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$500,000 when the claim is one for death by wrongful act or omission or for any other claim and \$1,500,000 for any number of claims arising out of a single occurrence. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

19. Floodplain Regulations; Compliance with AUAR. a) No structures, including fences and accessory structures, may be constructed within the Subdivision below the regulatory flood protection elevation. The Developer must comply with the requirements of the City with regard to flood protection. Any utilities which are installed by the Developer on ground the surface of which is below the regulatory flood protection elevation must be flood proof in accordance with the state building code and City requirements.

b) The City has determined that the Plans for the Subdivision are consistent with the Alternative Urban Areawide Review (the "AUAR") approved in 2006 and renewed in 2011 and again in 2017. The Developer agrees to develop the Subdivision and complete the Subdivision Improvements and private improvements in compliance with the AUAR.

20. No Building Permits Approved; Certificates of Occupancy; Model Homes. a) Approvals granted herein by the City regarding the Subdivision do not include approval of a building permit for any structure within the Subdivision. The Developer must submit and the City must approve building plans prior to an application for a building permit for a structure on any lot within the Subdivision. No building permit will be issued for any lot until the street serving such lot has been paved with the base course of bituminous and after the sanitary sewer and water utilities have been completed to the satisfaction of the city engineer. All building pads must be certified prior to initiation of construction of a home on a lot. The Developer or the party applying for a building permit shall be responsible for payment of the customary fees associated with the building permit and all other deferred fees as specified in this Agreement.

b) No certificate of occupancy shall be issued for any home constructed in the Subdivision unless prior thereto the lot has been graded and all landscaping installed in accordance with the Plans, the driveway has been installed, the footing drain tile or sump pump, if any, is discharging in an approved location, the water service valve is in proper working order and an as built survey of the lot has been submitted and approved by the City. In cases in which seasonal weather conditions make compliance with these conditions impossible, the City may accept an

## EXECUTION COPY

escrow of sufficient amount to ensure completion of the work during the following construction season.

c) Building permits will not be issued prior to the streets needed for access to the home being paved with the base course of bituminous and after the sanitary sewer and water utilities have been completed in accordance with the Plans but prior to being accepted by the City. The Developer shall use this model home only for real estate sales and no other purposes.

21. Clean up and Dust Control. The Developer shall clean dirt and debris on a daily basis from Kings Point Road, Lotus Drive, Woodland Cove Boulevard, and any other street accepted by the City for maintenance resulting from construction work by the Developer, its contractors, agents or assigns, including any party constructing houses within the Subdivision. Prior to any construction on the Property or adjacent areas, the Developer shall identify to the City in writing a responsible party for erosion control, street cleaning, and street sweeping. The Developer shall provide dust control to the satisfaction of the City's engineer throughout construction within the Subdivision.

22. Compliance with Laws; Applicable Law. a) The Developer agrees to comply with all laws, resolutions, ordinances, regulations and directives of the state of Minnesota and the City applicable to the Subdivision. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits for lots within the Subdivision.

b) This Agreement shall be construed according to the laws of Minnesota.

23. Agreement Runs With the Land. This Agreement shall run with the Subdivision and shall be recorded against the title thereto and shall bind and inure to the benefit of the City and the Developer and their successors and assigns. The Developer's successor in title may be responsible for obligations under this Agreement as required by the City. The Developer warrants that there are no unrecorded encumbrances or interests relating to the Subdivision. The Developer agrees to indemnify and hold the City harmless for any breach of the foregoing covenants.

24. Indemnification. The parties agree to comply with the liability and indemnification provisions set forth in section 15.3 of the Master Development Agreement.

25. Assignment. The Developer may not assign this Agreement without the prior written permission of the City, which consent shall not be unreasonably withheld, conditioned or denied so long as the Developer and assignee are in compliance with the terms of the Master Development Agreement regarding assignments and there has been no uncured default by the Developer.

26. Notices. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested:

## EXECUTION COPY

a) as to Developer: M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC  
4131 Worth Avenue, Suite 500  
Columbus, OH 43219  
Attention: \_\_\_\_\_

b) as to City: City of Minnetrista  
7701 County Road 110 West  
Minnetrista, MN 55364  
Attention: City Administrator

with a copy to: Sarah Sonsalla  
Kennedy & Graven, Chartered  
Fifth Street Towers, Suite 700  
150 South Fifth Street  
Minneapolis, MN 55402

or at such other address as either party may from time to time notify the other in writing in accordance with this section. The Developer shall notify the City if there is any change in its name or address.

27. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.

28. Non-waiver. Each right, power or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

29. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

\*\*\*\*\*

**EXECUTION COPY**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF MINNETRISTA

By: \_\_\_\_\_  
Cathleen Reffkin, Acting Mayor

By: \_\_\_\_\_  
Ann Meyerhoff, City Clerk

STATE OF MINNESOTA     )  
  ) ss  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Cathleen Reffkin and Ann Meyerhoff, the mayor and city clerk, respectively, of the city of Minnetrista, a Minnesota municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

**EXECUTION COPY**

M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC

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

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

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2024,  
by \_\_\_\_\_, the \_\_\_\_\_ of M/I HOMES OF MINNEAPOLIS/ST.  
PAUL, LLC, a Delaware limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

This document drafted by:

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

**EXECUTION COPY**

**EXHIBIT A TO  
SUBDIVISION AGREEMENT**

Legal Description of the Subdivision

Lots 1-31, Block 1  
Lots 1-10, Block 2  
Lots 1-12, Block 3  
Lots 1-2, Block 4  
Lots 1-2, Block 5  
Lots 1-20, Block 6

Outlots A and B

All in Woodland Cove 11<sup>th</sup> Addition, according to the recorded plat thereof,  
Hennepin County, Minnesota.

# EXHIBIT B TO SUBDIVISION AGREEMENT

## List of Plan Documents

The following Plan sheets constitute the Plans:

WOODLAND COVE 11TH ADDITION				List of Plan Documents
FINAL EROSION CONTROL, SANITARY SEWER, WATERMAIN, STORM SEWER, AND STREET CONSTRUCTION PLANS				
SHEET	NAME	PREPARED BY	DATE	REVISION DATE
1.00	TITLE SHEET	Kurt D Quaintance, PE	12/11/2023	12/20/2023
1.10	SITE INFORMATION	Kurt D Quaintance, PE	12/11/2023	12/20/2023
1.11	SITE INFORMATION	Kurt D Quaintance, PE	12/11/2023	12/20/2023
1.12	SITE INFORMATION	Kurt D Quaintance, PE	12/11/2023	12/20/2023
2.10	FINAL EROSION & SEDIMENT CONTROL PLAN	Kurt D Quaintance, PE	12/11/2023	12/20/2023
2.11	FINAL EROSION & SEDIMENT CONTROL PLAN	Kurt D Quaintance, PE	12/11/2023	12/20/2023
2.20	FINAL EROSION & SEDIMENT CONTROL PLAN OPEN SPACE SEED MIXTURES	Kurt D Quaintance, PE	12/11/2023	12/20/2023
2.21	FINAL EROSION & SEDIMENT CONTROL PLAN OPEN SPACE SEED MIXTURES	Kurt D Quaintance, PE	12/11/2023	12/20/2023
3.10	EROSION & SEDIMENT CONTROL DETAILS	Kurt D Quaintance, PE	12/11/2023	12/20/2023
3.11	EROSION & SEDIMENT CONTROL DETAILS	Kurt D Quaintance, PE	12/11/2023	12/20/2023
3.12	EROSION & SEDIMENT CONTROL DETAILS	Kurt D Quaintance, PE	12/11/2023	12/20/2023
4.00	SANITARY SEWER & WATERMAIN CONSTRUCTION - WILDFLOWER WAY-JUNEGRASS LANE	Kurt D Quaintance, PE	12/11/2023	12/20/2023
4.01	SANITARY SEWER & WATERMAIN CONSTRUCTION - WOLFBERRY CURVE	Kurt D Quaintance, PE	12/11/2023	12/20/2023
4.02	SANITARY SEWER & WATERMAIN CONSTRUCTION - WOLFBERRY CURVE	Kurt D Quaintance, PE	12/11/2023	12/20/2023
4.03	SANITARY SEWER & WATERMAIN CONSTRUCTION - BELLFLOWER DRIVE-STARFLOWER LANE	Kurt D Quaintance, PE	12/11/2023	12/20/2023
5.00	STORM SEWER CONSTRUCTION	Kurt D Quaintance, PE	12/11/2023	12/20/2023
5.01	STORM SEWER CONSTRUCTION	Kurt D Quaintance, PE	12/11/2023	12/20/2023
6.00	STREET CONSTRUCTION - WILDFLOWER WAY-JUNEGRASS LANE	Kurt D Quaintance, PE	12/11/2023	12/20/2023
6.01	STREET CONSTRUCTION - WOLFBERRY CURVE	Kurt D Quaintance, PE	12/11/2023	12/20/2023
6.02	STREET CONSTRUCTION - WOLFBERRY CURVE	Kurt D Quaintance, PE	12/11/2023	12/20/2023
6.03	STREET CONSTRUCTION - STARFLOWER LANE	Kurt D Quaintance, PE	12/11/2023	12/20/2023
7.00	DETAILS	Kurt D Quaintance, PE	12/11/2023	12/20/2023
7.01	DETAILS	Kurt D Quaintance, PE	12/11/2023	12/20/2023
7.02	DETAILS	Kurt D Quaintance, PE	12/11/2023	12/20/2023
FINAL PLAT				
1	Sheet 1 of 3 sheets	James R. Hill, Inc.	UNDATED	
2	Sheet 2 of 3 sheets	James R. Hill, Inc.	UNDATED	
3	Sheet 3 of 3 sheets	James R. Hill, Inc.	UNDATED	

**EXHIBIT C TO  
SUBDIVISION AGREEMENT**

The Architectural Guidelines are those contained in the document entitled Woodland Cove Master Association Architectural Control Committee Design Review Guidelines” dated 9-9-14, as amended 9-9-15.



**EXHIBIT D TO  
SUBDIVISION AGREEMENT**

**FORM OF  
STORMWATER MAINTENANCE AGREEMENT**

**THIS AGREEMENT** (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the city of Minnetrista, a Minnesota municipal corporation (the “City”) and M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC, a Delaware limited liability company (the “Developer”).

**WITNESSETH:**

**WHEREAS**, the Developer is the fee owner of certain real property located in Hennepin County, Minnesota, legally described on Exhibit A attached hereto (the “Property”); and

**WHEREAS**, the Developer has platted the Property as Woodland Cove 11<sup>th</sup> Addition (the “Subdivision”); and

**WHEREAS**, the City has obtained drainage and utility easements over portions of the Subdivision (the “Easement Areas”); and

**WHEREAS**, by a separate subdivision agreement (the “Subdivision Agreement”), the Developer has agreed to construct and maintain certain stormwater facilities (the “Stormwater Improvements”) for the benefit of the Subdivision; and

**WHEREAS**, the Stormwater Improvements which are the subject of this Agreement include stormwater ponds and accompanying structures, including the stormwater pipe connecting the stormwater ponds, and sump pump connections for each lot of the Subdivision. The location of the Stormwater Improvements are shown on the Plan sheets listed on Exhibit B attached hereto; and

**WHEREAS**, the Minnehaha Creek Watershed District requires permanent provisions for handling of storm runoff, including terms and conditions for operation and maintenance of all Stormwater Improvements, and requires such provisions to be set forth in an agreement to be recorded against the Property; and

**WHEREAS**, as a condition of approval of the Subdivision, the City and the Developer must enter into a maintenance agreement regarding the Stormwater Improvements.

**NOW, THEREFORE**, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance of the Stormwater Improvements. The Developer, for itself and its successor or assigns, agrees to maintain the Stormwater Improvements and observe all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Developer shall make periodic inspection and perform maintenance of the Stormwater Improvements as described in Exhibit C attached hereto. The Developer shall make all such scheduled inspections and maintenance, keep record of all inspections and maintenance activities, and submit such records annually to the City. The cost of all inspections and maintenance, including skimming and cleaning of the Stormwater Improvements, shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property, which obligation shall be assigned to the HOA, as defined hereinafter, in accordance with section 7 of this Agreement.

2. City's Maintenance Rights. The City may maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Developer written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that Developer is making a good faith effort to complete said task. The City's notice shall specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within the required time period after such notice is given by the City, the City shall have the right to enter upon the Easement Areas and such portions of the Subdivision as may reasonably be necessary to gain access to the Easement Areas to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all reasonable staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If the Developer or its successors or assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the lots within the Subdivision. The Developer, on behalf of itself and its successors and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits the Subdivision in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429. Notwithstanding the foregoing, in the event of an emergency, as determined by the city engineer, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

3. Hold Harmless. The Developer hereby agrees to indemnify and hold harmless the City and its employees, contractors and agents against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Developer's, or the Developer's agents' or employees' negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Developer to comply with any conditions of this Agreement, performs said

conditions pursuant to its authority in this Agreement, the Developer shall indemnify and hold harmless the City, its employees, contractors or agents for its own negligent acts in the performance of the Developer's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts of the City, its employees, contractors or agents.

4. Costs of Enforcement. The Developer agrees to reimburse the City for all costs reasonably incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

5. Rights Not Exclusive. No right of the City under this Agreement shall be deemed to be exclusive and the City shall retain all rights and powers it may have under Minnesota Statutes, sections 444.16 to 444.21 to acquire, construct, reconstruct, extend, maintain and otherwise improve the Stormwater Improvements.

6. Notice. All notices required under this Agreement shall either be personally delivered or be sent by United States certified or registered mail, postage prepaid, and addressed as follows:

a) as to Developer: M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC  
4131 Worth Avenue, Suite 500  
Columbus, OH 43219  
ATTN: \_\_\_\_\_

b) as to City: City of Minnetrista  
7701 County Road 110 West  
Minnetrista, MN 55364  
ATTN: City Administrator

with a copy to: Sarah Sonsalla  
Kennedy & Graven, Chartered  
Fifth Street Towers, Suite 700  
150 South Fifth Street  
Minneapolis, MN 55402

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

7. Successors and Assigns. All duties and obligations of the Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property. Notwithstanding the foregoing, upon execution and recording by the homeowners' association for the Property (the "HOA") of an instrument in a form satisfactory to the City assuming and agreeing to perform the obligations and responsibilities of the Developer under this Agreement, the HOA shall be bound by all terms and conditions of this Agreement as if it were the original signatory hereto and the Developer, its successors and assigns, shall be released from all liability under this Agreement but the Property shall remain subject to the terms and conditions of this Agreement.

8. Effective Date. This Agreement shall be binding and effective as of the date first written above.

M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC

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

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC, a Delaware limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

**CITY OF MINNETRISTA**

By: \_\_\_\_\_  
Cathleen Reffkin, Acting Mayor

By: \_\_\_\_\_  
Ann Meyerhoff, City Clerk

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Cathleen Reffkin and Ann Meyerhoff, the acting mayor and the city clerk, respectively, of the city of Minnetrista, a Minnesota municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

This instrument drafted by:

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

**EXHIBIT A TO  
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Property

Lots 1-31, Block 1  
Lots 1-10, Block 2  
Lots 1-12, Block 3  
Lots 1-2, Block 4  
Lots 1-2, Block 5  
Lots 1-20, Block 6

Outlots A and B

All in Woodland Cove 11<sup>th</sup> Addition, according to the recorded plat thereof,  
Hennepin County, Minnesota.

**EXHIBIT B TO  
STORMWATER MAINTENANCE AGREEMENT**

The Stormwater Improvements are depicted on the following Plan Sheets dated December 11, 2023 with a revision date of December 20, 2023 and prepared by James R. Hill, Inc.:

Sheet 5.00

Sheet 5.01

## EXHIBIT C TO STORMWATER MAINTENANCE AGREEMENT

### Inspection and Maintenance Schedule

#### Stormwater Ponds:

Inspection and maintenance shall be made consistent with the most recent version of the Minnesota Stormwater Manual or other subsequent manual as dictated by the City. At the time of execution of this Agreement, the schedule can be found in Table 12.POND.4 of the Minnesota Stormwater Manual as follows:

Table 12.POND.4: Typical Inspection/Maintenance Frequencies for Ponds		
Inspection Items	Maintenance Items	Frequency
Ensure that at least 50% of wetland plants survive Check for invasive wetland plants.	Replant wetland vegetation	One time - After First Year
Check that maintenance access is free and clear. Inspect low flow orifices, reverse flow pipes, and other pipes for clogging Check the permanent pool or dry pond area for floating debris, undesirable vegetation. Investigate the shoreline for erosion Monitor wetland plant composition and health. Look for broken signs, locks, and other dangerous items.	Mowing – minimum Spring and Fall Remove debris Repair undercut, eroded, and bare soil areas.	Monthly to Quarterly or After Major Storms (>1")
Monitor wetland plant composition and health. Identify invasive plants Ensure mechanical components are functional	Trash and debris clean-up day Remove invasive plants Harvest wetland plants Replant wetland vegetation Repair broken mechanical components if needed	Semi-annual to annual
All routine inspection items above Inspect riser, barrel, and embankment for damage Inspect all pipes Monitor sediment deposition in pond and forebay	Pipe and Riser Repair Forebay maintenance and sediment removal when needed	Every 1 to 3 years
Monitor sediment deposition in pond and forebay	Forebay maintenance and sediment removal when needed	2-7 years
Remote television inspection of reverse slope pipes, under-drains, and other hard to access piping	Sediment removal from main pond/ wetland Pipe replacement if needed	5-25 years

#### Stormwater Pond Sand Filters:

Inspection and maintenance shall be made consistent with the most recent version of the Minnesota Stormwater Manual or other subsequent manual as dictated by the City. At the time of execution of this Agreement, the schedule can be found in Table 12.FIL.4 of the Minnesota Stormwater Manual as follows:



Table 12.FIL.4. Recommended Maintenance Activities for Media Filters (Sources: WML, 1997; Pitt, 1997)	
Activity	Schedule
<ul style="list-style-type: none"> <li>If filter bed is clogged or partially clogged, manual manipulation of the surface layer of sand may be required. Remove the top few inches of media, roto-till or otherwise cultivate the surface, and replace media with like material meeting the design specifications.</li> <li>Replace any filter fabric that has become clogged.</li> </ul>	As needed
<ul style="list-style-type: none"> <li>Ensure that contributing area, facility, inlets and outlets are clear of debris.</li> <li>Ensure that the contributing area is stabilized and mowed, with clippings removed.</li> <li>Remove trash and debris.</li> <li>Check to ensure that the filter surface is not clogging (also check after storms greater than about 1").</li> <li>Ensure that activities in the drainage area minimize oil/grease and sediment entry to the system.</li> <li>If permanent water level is present in pre-treatment chamber (e.g., perimeter sand filter), ensure that the chamber does not leak, and normal pool level is retained.</li> </ul>	Monthly
<ul style="list-style-type: none"> <li>Check to see that the filter bed is clean of sediment and the sediment chamber is not more than 6 inches of sediment. Remove sediment as necessary.</li> <li>Make sure that there is no evidence of deterioration, spalling or cracking of concrete.</li> <li>Inspect grates (perimeter sand filter).</li> <li>Inspect inlets, outlets and overflow spillway to ensure good condition and no evidence of erosion.</li> <li>Repair or replace any damaged structural parts.</li> <li>Stabilize any eroded areas.</li> <li>Ensure that flow is not bypassing the facility.</li> <li>Ensure that no noticeable odors are detected outside the facility.</li> </ul>	Annually
<ul style="list-style-type: none"> <li>Remove and replace the top 2-5 inches of media every 3 to 5 years for low sediment applications, more often for areas of high sediment yield or high oil and grease.</li> </ul>	3 to 5 years

In addition to the above, ponds shall be inspected annually to determine if draw down occurs within 48 hours, and corrections made if the time exceeds 48 hours.

**EXHIBIT E**  
**TO SUBDIVISION AGREEMENT**

Estimated cost of the Subdivision Improvements for purposes of calculation of the Letter of Credit:

Watermain:	\$672,345.10
Streets:	\$445,118.00
Total:	\$1,117,463.10

150% of \$1,117,463.10 = \$1,676,194.65, round up to \$1,676,200.00.

**EXHIBIT F**  
**TO SUBDIVISION AGREEMENT**

The Open Space Capital Needs Study is contained in that document entitled “Woodland Cove Open Space Management Base and Reserve Budget Minnetrista, Minnesota” prepared by Applied Ecological Services, Inc.

## CITY OF MINNETRISTA



### CITY COUNCIL AGENDA ITEM 4M

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**Subject:** Woodland Cove 12<sup>th</sup> Addition Final Plat & Site Plan Review

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

**Meeting Date:** March 18, 2024

---

**Overview:** Application from David Lau on behalf of Woodland Cove, LLC (the “Applicant”) for the Final Plat of Woodland Cove 12<sup>th</sup> Addition and a Site Plan Review of a 5,000 sq. ft. commercial building on Outlot F, Woodland Cove 3<sup>rd</sup> Addition; PUD – Planned Unit Development (the “Property”).

**Background:** The Woodland Cove development proposal started back in 2009 with a distinctive approach of collaboration. This process was initiated with a discussion about the public values which were identified by the Planning Commission, Parks Commission, and the City Council. The development team received the visioning statement from the policymakers. They then engaged a citizen’s advisory committee to assist them in the design of the plat. Extensive public meetings of various types were held in the planning of this development.

The approved preliminary plat and Master Development Agreement (the “MDA”) for the Woodland Cove setup a detailed framework that set the core values and expectations for future development. The MDA confirms the terms and conditions of the City Approvals and the plans for the development, the required public and private improvements as part of the first and subsequent phases of the development, the standards for the timing and financing of required improvements and terms of payment of development fees. Final plats for each phase of Woodland Cove shall be consistent with City Code, the plans, and the City approvals, subject to the flexibilities allowed in the Core Values in Section 4.4 of the MDA. The final plat for each phase shall also be accompanied by a subdivision agreement that confirms the required public and private improvements, responsibilities of the City and the Applicant, and the required development fees for each phase.

**Final Plat:** The final plat of Woodland Cove 12<sup>th</sup> Addition replats an outlot from a previous phase of Woodland Cove in to a developable lot. There is only one lot in the plat and it will be developed for commercial purposes. The specific development plan are outlined in the Site Plan for the City Council to review.

**Site Plan Review:** City Code Section 505.05 Subd. 6 requires site plan review by the Planning Commission and City Council for all new uses or major changes to existing uses.

**Mission Statement:**

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

A major change is defined as any modification which increases the size of the building(s) on site or the use by more than twenty-five percent. In addition to being required by City Code, the MDA also requires a site plan review for the commercial uses within Woodland Cove.

The City Council shall review the proposed site plan on the basis of the information and documentation submitted by the Applicant and any other information available to it to determine whether it is consistent with the requirements of the City Code, including the applicable performance standards and the purpose of the zoning district in which the property is located.

**Lot area, depth, width, coverage, setbacks, and height standards.** Per the Master Development Agreement for Woodland Cove, the following lot standards apply:

<b>Multi-Family/Commercial Lot Standards</b>					
	Building to Right of Way	Building to Private Back of Curb	Building to Building	Building to PUD Boundary	Height
Condo	10	10	25	30	55
Commercial	0	5	15	30	35

The site plan conforms to the required building setbacks and the proposed structure does not exceed the allowable building height. Lot coverage in Woodland Cove is reviewed on a lot by lot basis, with a development wide maximum of 39% per the Master Development Agreement. The proposed lot coverage as shown on the site plan is 71% which, when considered with the additional open space found elsewhere, is consistent with the overall goals for the development.

**Off-street parking.** City Code requires a certain number of parking spaces depending on use. Based on that use, the number of spaces is related to either the square footage of the building associated with the use or another unit of measure. In review of City Code, retail stores of 2,000 sq. ft. and all other commercial which require 1 parking space per 150 sq. ft. and restaurants require 1 parking space per 75 sq. ft. The proposed building includes 2,065 sq. ft. of restaurant and 2,835 sq. ft. of retail space, which results in 49 parking (2 accessible) spaces. Therefore, the site plan is consistent with the intent of City Code with regards to the required number of parking spaces.

**Traffic.** The Applicant hired Transportation Collaborative & Consultants, LLC (TC2) to complete a traffic study for the proposed development. This is the same group that worked with Mackenthun's on their development. The traffic study was reviewed by the City's engineer consultant WSB & Associates. When TC2 prepared the traffic study for Mackenthun's, it considered buildout of Outlot F, so the study prepared with this application is comparative to alternative land uses. The Highway 7 and Kings Point Road

**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.

/ CR 11 intersection should continue to be monitored as the Woodland Cove and proposed commercial developments are constructed to determine if changes should occur in collaboration with MnDOT. MnDOT has indicated they are planning to further study the Highway 7 corridor in the future to address long-term safety and operational concerns.

**Planning Commission Recommendation:** The Site Plan was presented to the Planning Commission at their February 26, 2024 meeting. After reviewing the site plan and discussing amongst themselves, the Planning Commission had a motion made by Gangestad and seconded by Kirkwood to recommend the City Council approve the requested site plan based on the findings of fact outlined in the staff report subject to conditions. Motion passed 5-0. Absent: Taylor, Hussain, and Livermore.

**Conclusion:** The City Council shall review the proposed final plat and site plan on the basis of the information and documentation submitted by the Applicant and any other information available to it. The City Council shall determine whether the final plat and site plan are consistent with the requirements of city code and the MDA.

<p><b><u>Recommended City Council Action:</u></b> Motion to Adopt Res. No. 14-24 Approving the Final Plat Woodland Cove 12<sup>th</sup> Addition with Conditions and Res. No. 15-24 Approving a Site Plan for Woodland Cove 12<sup>th</sup> Addition.</p>
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**Attachments:**

1. Location Map
2. Applicant Narrative
3. Woodland Cove 12<sup>th</sup> Addition Final Plat
4. Development Plans
5. City Engineer's Memo dated March 7, 2024
6. Res. No. 14-24 Approving Final Plat of Woodland Cove 12<sup>th</sup> Addition with Conditions
7. Res. No. 15-24 Approving Site Plan for Woodland Cove 12<sup>th</sup> Addition with Conditions

**Mission Statement:**




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



Woodland Cove Outlot C



1 in = 92 Ft

-  City Boundary
-  Address Labels
-  Parcels



## **Woodland Cove Outlot F Project Narrative**

David Lau, on behalf of Woodland Cove LLC, requests site plan review and approval for a 5,000 sf building and associated site improvements to be located on Outlot F, Woodland Cove 3<sup>rd</sup> Addition. Associated with the application is the platting of the outlot into a buildable lot. The new legal description will be Lot 1, Block 1, Woodland Cove 12<sup>th</sup> Addition.

The project was reviewed on a preliminary basis in August of 2023. The consensus of the Planning Commission was that the plan was viable.

The developer's proposal, which is consistent with the previously reviewed plan, seeks to play a part in creating a central hub for residents in Woodland Cove and Minnetrista in line with Woodland Cove developer's visions of a safe and thriving community. With a site design sensitive to local context and traffic, and a building design inspired by an inviting 'old town' feel akin to recent developments in North Loop, Edina, and Wayzata, this project seeks to advance both livability and business needs with minimal impact on traffic and safety, as many continue to move into the area from more densely developed areas but are missing nearby amenities.

The proposed building is designed to have the feel and scale of a neighborhood-focused amenity. The colors and materials of the building give it a traditional feel with some modern touches – warm golden brick, stone, vibrant stucco colors and accented with black window frames and lighting. The design is carried around all four sides of the building to provide a nice aesthetic from all viewpoints. The building will be anchored with a quick-serve restaurant and drive-thru, along with some adjacent retail businesses to serve the needs of the community.

The site is fronted on three streets: Kings Point Road to the West, Woodland Cove Boulevard to the north and Aster Lane to the east. To the south is an open space that includes a stormwater management facility. The site is situated between residential properties to the north and east and a large retail development (Mackenthun's) to the west. The site was planned for residential development in the original PUD but appears well suited to a small-scale retail development that will serve the walk/bikeable neighborhood as well as the greater community. See memo from Transportation Collaborative on trip generation and visibility at site access.

A total of 47 vehicle parking spaces and racks for 8 bikes are provided. The number of parking stalls meets the city's off-street parking requirements for the proposed restaurant and retail uses. The site is accessed from two locations; Aster Lane opposite Huckleberry Drive, and Kings Point Road at the existing median break aligned with the entrance to Mackenthun's. Sidewalk connections are proposed in the northwest corner of the site to the existing pedestrian ramp at Kings Point Road and in the northeast corner of the site to the pedestrian ramp in the southwest corner of Woodland Cove Boulevard and Aster Lane. A crossing of Aster Lane is proposed opposite the pedestrian ramp in the northeast corner of Aster Lane and Huckleberry Drive. The bike racks are proposed near this crossing as a convenience to area residents. The landscaping around bike racks at Aster entrance serves as a gateway to site. While screening between commercial and residential uses is provided using berm and planting, a sense of connectivity to the neighborhood is provided through mix of canopy trees, evergreen trees, and shrub beds.



The west end of the building is intended for a quick-serve restaurant with a drive-up window. The window is accessed by a drive lane that wraps around the building, providing stacking for up to a dozen vehicles. This drive aisle also provides access to the trash enclosure in the northeast corner of the site. The trash enclosure will be built with materials that complement the building. It is screened year-round by berming and evergreen trees.

Landscape foundations using shrubs, native grasses and perennials around the building are added to enhance aesthetic of the building as well as creating traditional feel.

The sidewalk on the south side of the building is generous enough to provide gathering and dining space for the community. Access to the seating area is controlled with an ornamental fence and a raised crossing/speed hump where the walk crosses the drive-thru lane. Access from the designated Americans with Disabilities Act (ADA) parking stalls is provided by a marked cross walk near the middle of the building. All sidewalks and crossings are designed in conformance with the ADA requirements.

Along Kings Point Road the landscape utilizes native prairie and planting beds mimicking cohesively with the approved Mackenthun's landscape.

The site was designed with a 12' wide landscaped island through the middle of the site. The landscape island installed with layers of trees, shrubs, grasses, and perennials help breaking large impervious area into a smaller scale parking lot. Canopy trees are added to the island providing shade to the pavement and thus reducing urban heat island. The parking areas are setback 15' from the property lines. The driveway on the south side of the site, adjacent to the open space, is five feet from the property line, which brings it into alignment with the existing median. The drive-up lane is 10.2-14.1' from the property line. The impact of headlights is mitigated by berming and landscaping.

The proposed landscaping is designed to not only complement the building and existing streetscape but also create livable connectivity of large commercial and residential. The plant pallet selected from the approved PUD materials list and the approved Mackenthun's landscape in consideration of native and drought tolerant plants.

The building will be served by existing sanitary sewer and water stubs extended into the site from the intersection of Huckleberry Drive and Aster Lane. The 8" sanitary sewer will be reduced to 6" and extended to the east side of the building. The water main will be reduced to a 4" line and extended to the north side of the building. A 4" line is oversized and will be reduced prior to the meter but it will preserve the option to provide fire suppression should that become desirable in the future.

The regional stormwater management facilities were designed for up to 80% of this site to be covered by impervious surfaces. The proposed development coverage is 71%. Therefore, on site treatment is not required to meet city, watershed, or state stormwater management requirements. The northern area of the site will drain to the existing storm sewer stub south of Huckleberry Drive. This stub is too shallow to serve the south end of the site making it necessary to make a second connection to the catchbasin manhole at the terminus of Aster Lane.

We believe that the proposed project is well suited for this location and will enhance the overall neighborhood, and look forward to presenting it to the Planning Commission and City Council for land use review and approval.

WOODLAND COVE 12TH ADDITION

C.R. DOC. NO. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS: That Lau Family Living Trust Dated April 30, 2023, owner of the following described property:

Outlot F, WOODLAND COVE 3RD ADDITION

Has caused the same to be surveyed and platted as WOODLAND COVE 12TH ADDITION, and does hereby dedicate to the public for public use the drainage and utility easements created by this plat.

In witness whereof said David Lau, Trustee of the Lau Family Living Trust Dated April 30, 2023, has hereunto set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: Lau Family Living Trust Dated April 30, 2023

David Lau, Trustee of the Lau Family Living Trust Dated April 30, 2023

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

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by David Lau, Trustee of the Lau Family Living Trust Dated April 30, 2023.

Signature of Notary

Printed Name of Notary

Notary Public \_\_\_\_\_ County, \_\_\_\_\_

My commission expires \_\_\_\_\_

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

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

Eric A Roeser, Licensed Land Surveyor  
Minnesota License No. 47476

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Eric A Roeser, a Licensed Land Surveyor.

Signature of Notary

Printed Name of Notary

Notary Public \_\_\_\_\_ County, \_\_\_\_\_

My commission expires \_\_\_\_\_

CITY COUNCIL, CITY OF MINNETRISTA, MINNESOTA

This plat of WOODLAND COVE 12TH ADDITION, was approved and accepted by the City Council of the City of Minnetrista, Minnesota at a regular meeting thereof held

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Minnetrista, Minnesota

By \_\_\_\_\_, Mayor

By \_\_\_\_\_, Clerk

RESIDENT AND REAL ESTATE SERVICES

Hennepin County, Minnesota

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

Daniel Rogan, County Auditor

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

SURVEY DIVISION

Hennepin County, Minnesota

Pursuant to MN. STAT. Sec. 383B.565 (1969), this plat has been approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Chris F. Mavis, County Surveyor

By \_\_\_\_\_

COUNTY RECORDER

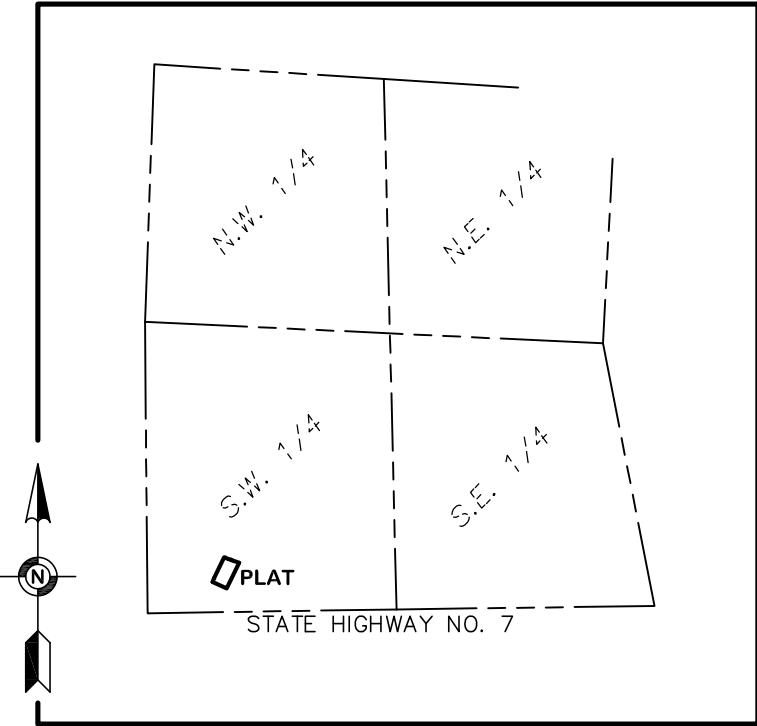
Hennepin County, Minnesota

I hereby certify that the within plat of WOODLAND COVE 12TH ADDITION was recorded in this office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at o'clock\_\_\_\_M.

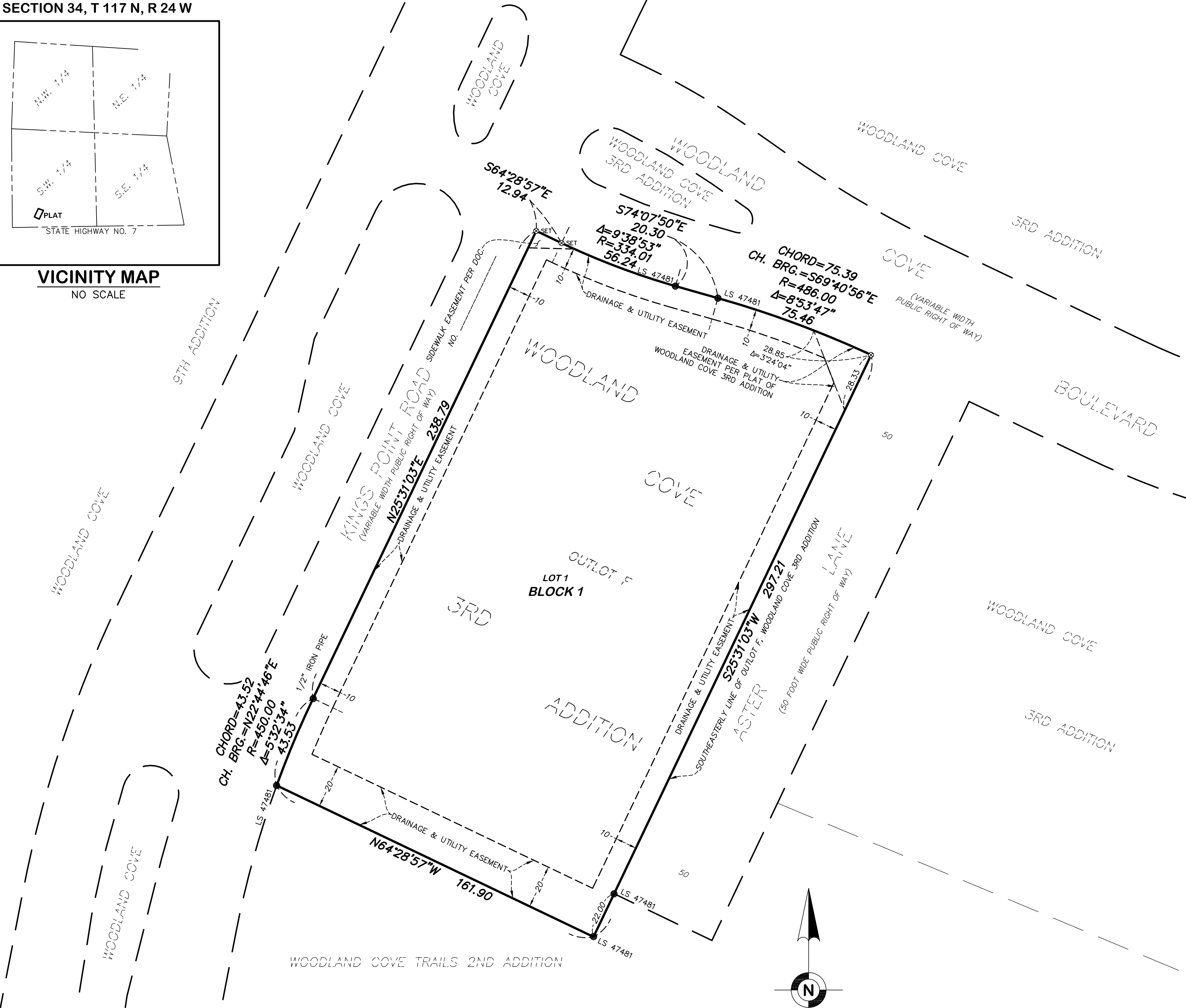
Amber Bougie, County Recorder

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

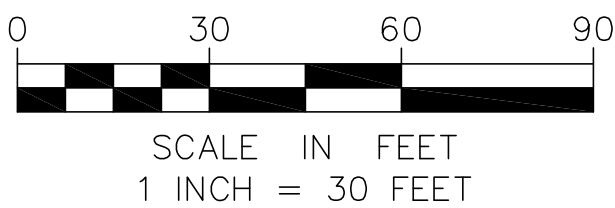
SECTION 34, T 117 N, R 24 W



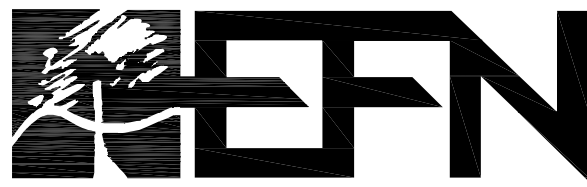
VICINITY MAP  
NO SCALE



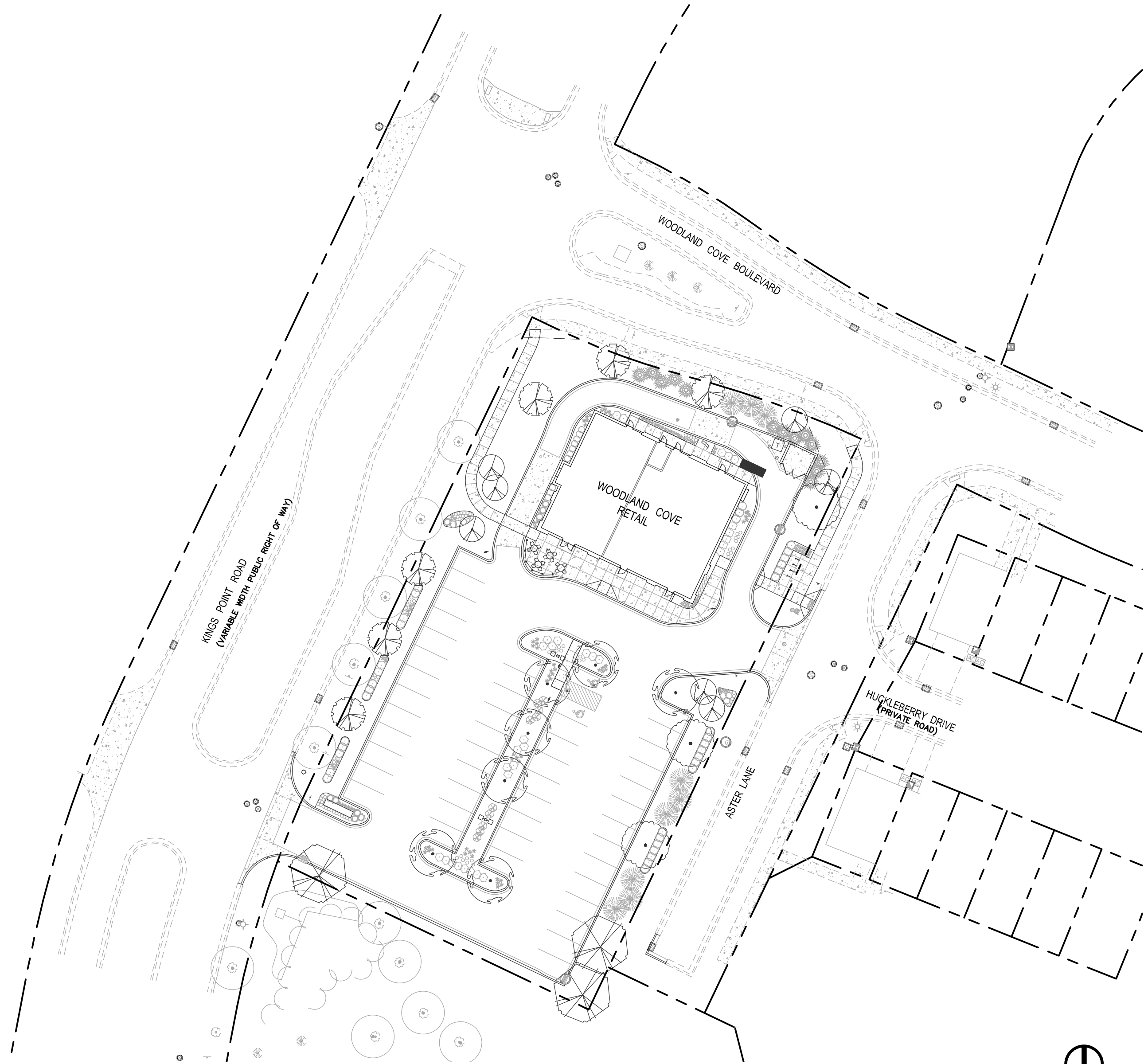
- DENOTES FOUND MONUMENT AS NOTED
- ⊗ DENOTES FOUND PK NAIL
- ⊗ SET DENOTES SET PK NAIL



THE SOUTHEASTERLY LINE OF OUTLOT F, WOODLAND COVE 3RD ADDITION IS ASSUMED TO BEAR S25°31'03\"/>

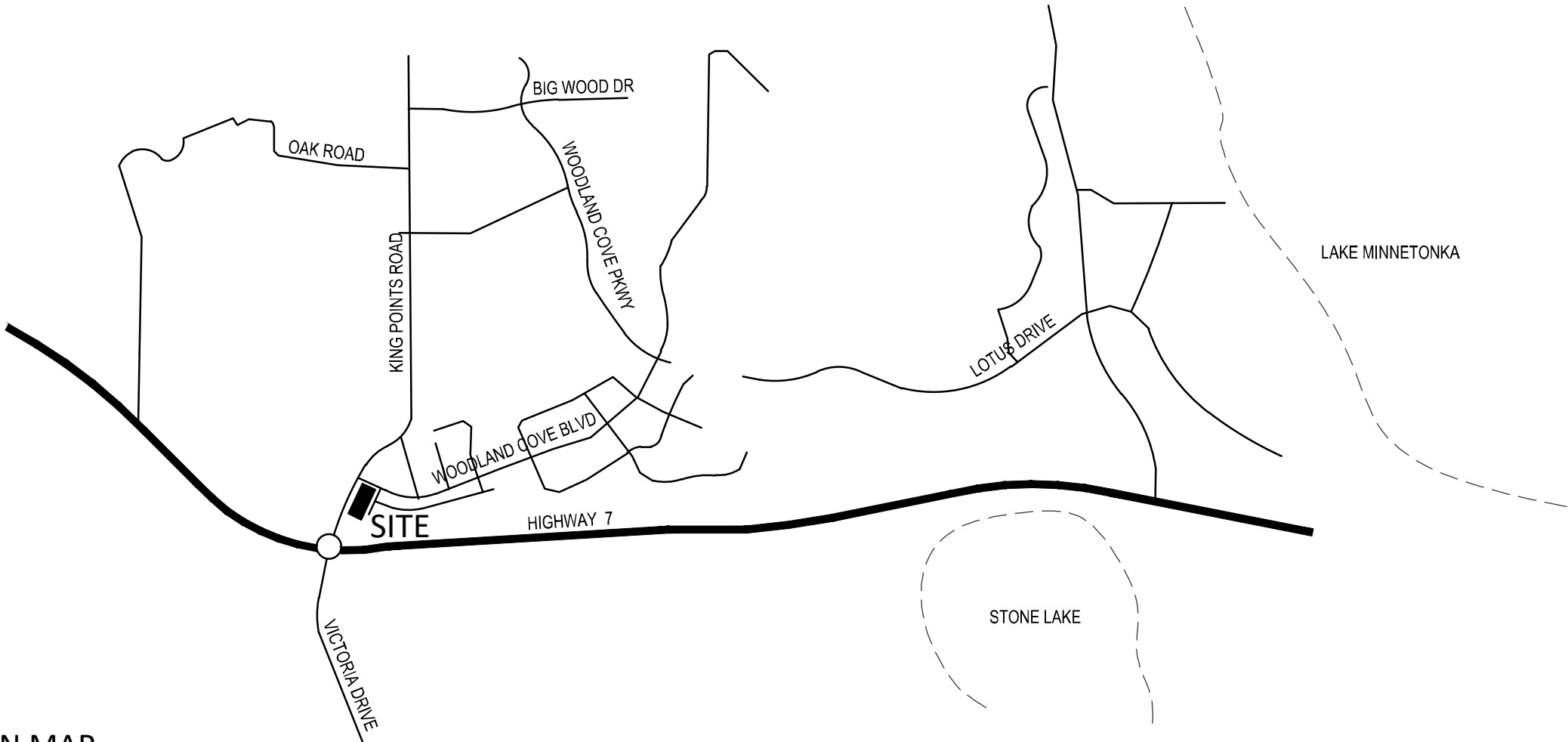


Egan, Field & Nowak, Inc.  
land surveyors since 1872



VICINITY MAP

NOT TO SCALE



LOCATION MAP

NOT TO SCALE

# WOODLAND COVE OUTLOT F MINNETRISTA, MINNESOTA

## SITE PLAN REVIEW/ PRELIMINARY PLAT

JANUARY 25, 2024  
REVISED FEBRUARY 22, 2024

### PROJECT CONTACTS

DEVELOPER	DAVID LAU, AIA 2640 SETTER CIR MOUND MN 55364	DAVID LAU, AIA T (612) 447-0411
ARCHITECT	ARCHITECTURAL CONSORTIUM 1600 WEST LAKE STREET, SUITE 127 MINNEAPOLIS, MN 55408	BRETT LOFTENSNES T (612) 436-0735
CIVIL ENGINEER	ELAN DESIGN LAB, INC. 301 4TH AVENUE S SUITE 1006 MINNEAPOLIS, MN 55415	STEVE JOHNSTON, PE T (612) 260-7982
LANDSCAPE ARCHITECT	ELAN DESIGN LAB, INC. 301 4TH AVENUE S SUITE 1006 MINNEAPOLIS, MN 55415	PILAR SARAITHONG, RLA T (612) 260-7982
LAND SURVEYOR	EGAN, FIELD & NOWAK, INC. 475 OLD HIGHWAY 8 NW, SUITE 200 NEW BRIGHTON, MN 55112	ERIC ROESER, LS T (612) 466-3300
CITY PLANNER	CITY OF MINNETRISTA 7701 CO RD 110 W MINNETRISTA, MN 55364	NICK OLSON T (952) 241-2524
CITY ENGINEER	CITY OF MINNETRISTA 7701 CO RD 110 W MINNETRISTA, MN 55364	ALYSON FAUSKE T (612) 263-1736

### SHEET INDEX

C-000	COVER SHEET
C-001	TOPOGRAPHICAL SURVEY
C-002	PRELIMINARY PLAT
A1.1	FLOOR PLAN
A2.1	EXTERIOR ELEVATIONS
C-010	DEMOLITION PLAN
C-101	SITE PLAN
C-201	GRADING PLAN
C-202	SWPPP
C-203	EROSION & SEDIMENT CONTROL PLAN
C-301	UTILITY PLAN
C-501	DETAILS
C-502	DETAILS
C-503	DETAILS
L-101	LANDSCAPE PLAN
L-501	LANDSCAPE DETAILS
E-101	PHOTOMETRIC PLAN

OWNER

WOODLAND COVE LLC

2 CARLSON PARKWAY  
SUITE 230  
PLYMOUTH MN 55447

DEVELOPER

DAVID LAU  
4268 COTTAGEWOOD CT  
MINNETRISTA, MN 55331  
612-441-0411

ARCHITECT

ARCHITECTURAL CONSORTIUM L.L.C.  
901 NORTH THIRD STREET,  
SUITE 220  
MINNEAPOLIS, MN 55401  
612-436-4030

Elan

DESIGN LAB

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE

310 4TH AVE SOUTH, SUITE 1006  
MINNEAPOLIS, MN 55415

p 612.260.7980  
f 612.260.7990

www.elanlab.com

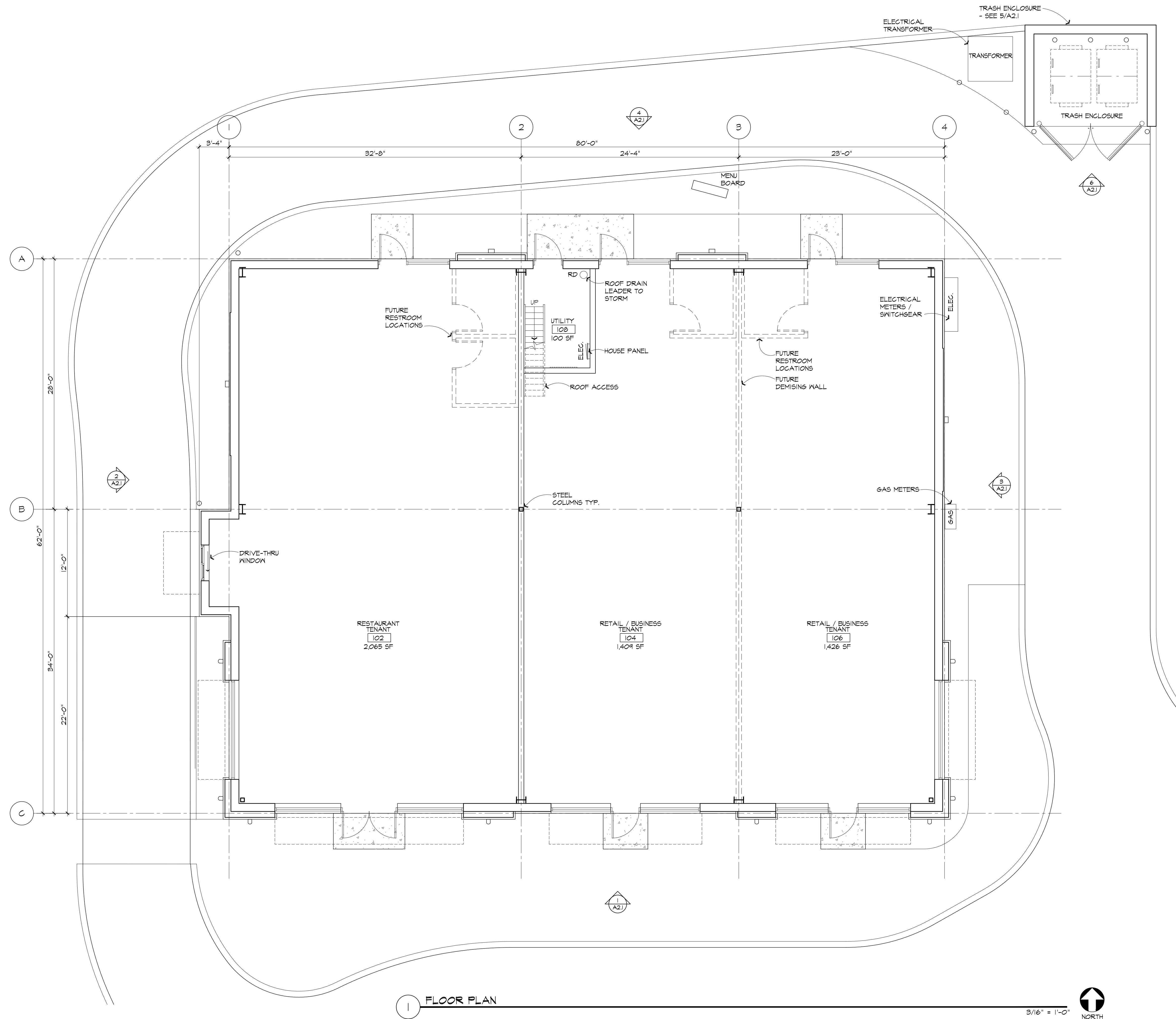
SHEET

COVER SHEET

C-000

PROJECT NO.

ARC23019



1 FLOOR PLAN

3/16" = 1'-0"  
NORTH

# ARCHITECTURAL CONSORTIUM L.L.C.

1600 West Lake Street, Suite 127 612-436-4030  
Minneapolis, MN 55408 www.archconsort.com

Mark	Revision / Issue	Date
	CITY SUBMITTAL	01-26-24

PRELIMINARY  
NOT FOR CONSTRUCTION

## WOODLAND COVE OUTLOT F

MINNETRISTA, MN

### FLOOR PLAN

PROJECT NUMBER:	23-1073-01
ISSUED DATE:	01-26-24
DRAWN BY:	BL
CHECKED BY:	KA

# A1.1



ARCHITECTURAL  
CONSORTIUM L.L.C.

1600 West Lake Street, Suite 127 612-436-4030  
Minneapolis, MN 55408 www.archconsort.com

Mark	Revision / Issue	Date
	CITY SUBMITTAL	01-26-24

PRELIMINARY  
NOT FOR CONSTRUCTION

WOODLAND COVE  
OUTLOT F

MINNETRISTA, MN

EXTERIOR  
ELEVATIONS

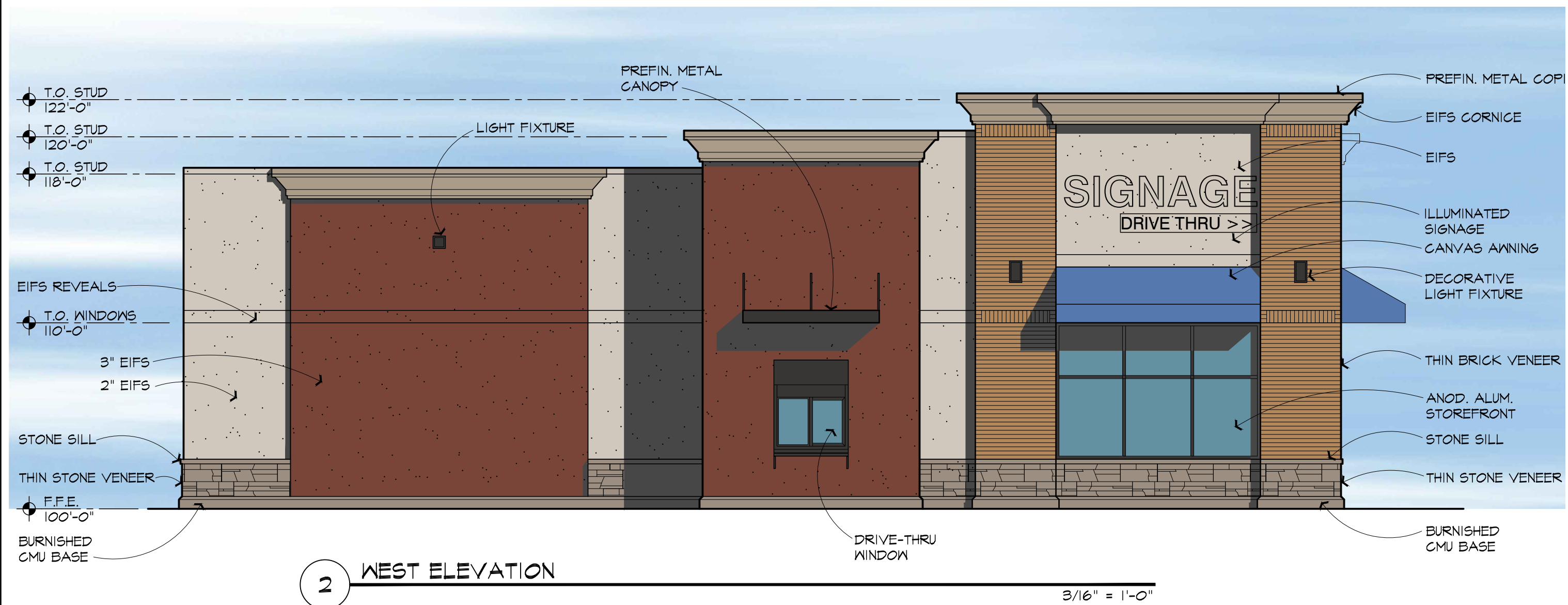
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ISSUED DATE:	01-26-24
DRAWN BY:	BL
CHECKED BY:	KA

A2.1



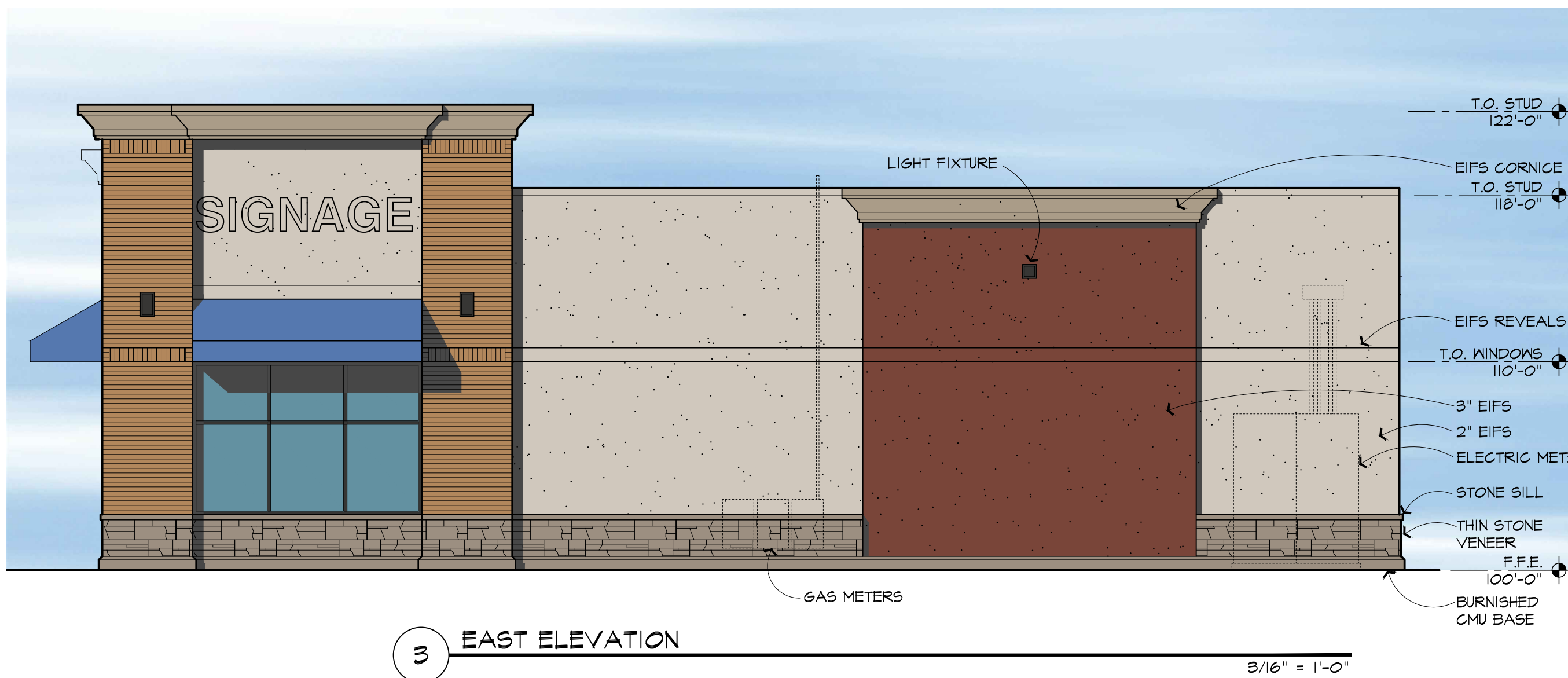
1 SOUTH ELEVATION

3/16" = 1'-0"



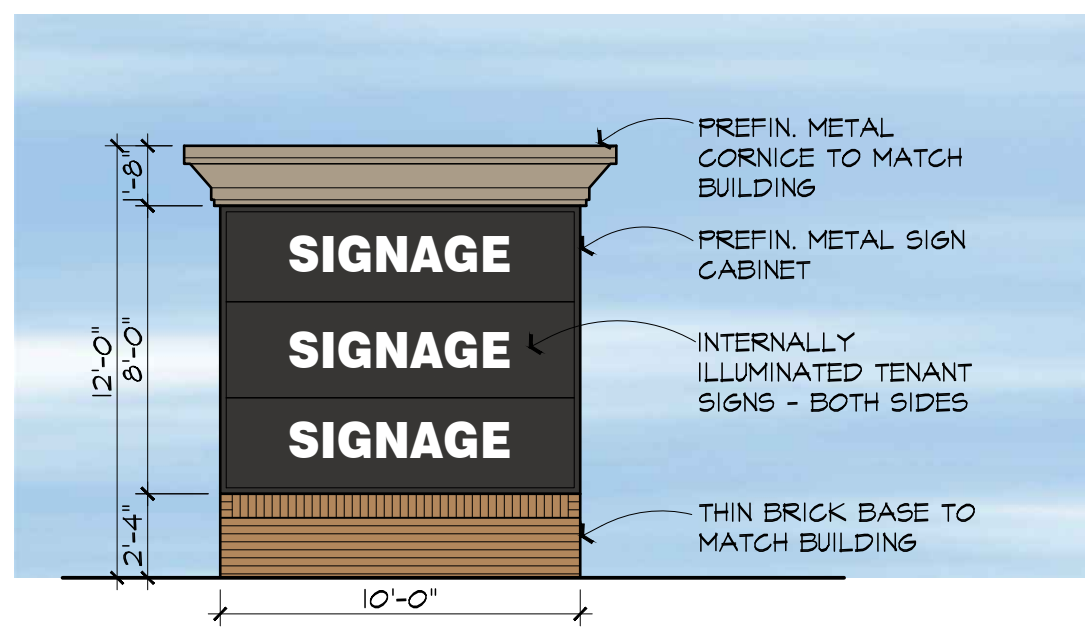
2 WEST ELEVATION

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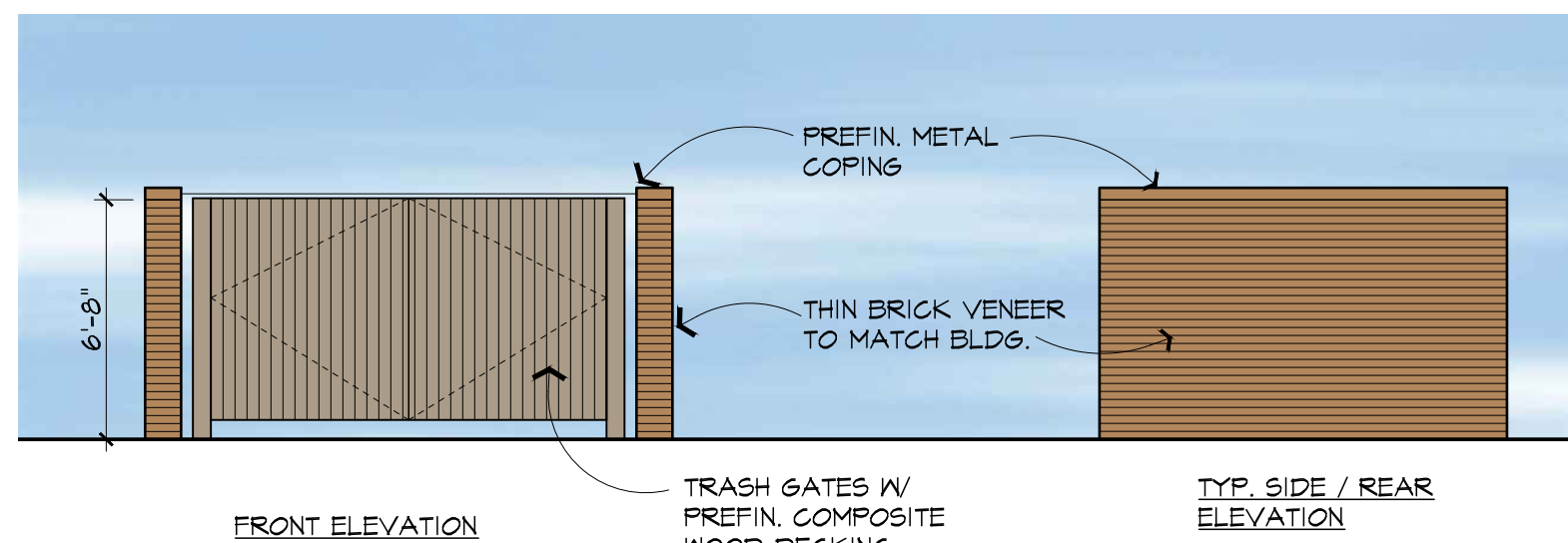
3 EAST ELEVATION

3/16" = 1'-0"



5 MONUMENT SIGN

3/16" = 1'-0"



6 TRASH ENCLOSURE

3/16" = 1'-0"



4 NORTH ELEVATION

3/16" = 1'-0"



CERTIFICATE OF SURVEY FOR:  
Elan Design Lab

GOPHER STATE ONE CALL NOTE:

List of utilities notified per Gopher State One Call Ticket No. 233531052.  
CITY OF MINNETRISTA - GMINSA01  
FRONTIER COMMUNICATIONS - FRTRIO1  
METROPOLITAN COUNCIL (MCES) - METWAS01  
CENTER POINT ENERGY - MINGAS05  
MEDIACOM - MNDCL01  
XCEL ENERGY - XCEL05  
ZAYO BANDWIDTH - ZAYO04

LEGAL DESCRIPTION:

Outlot F, WOODLAND COVE 3RD ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

GENERAL SURVEY NOTES:

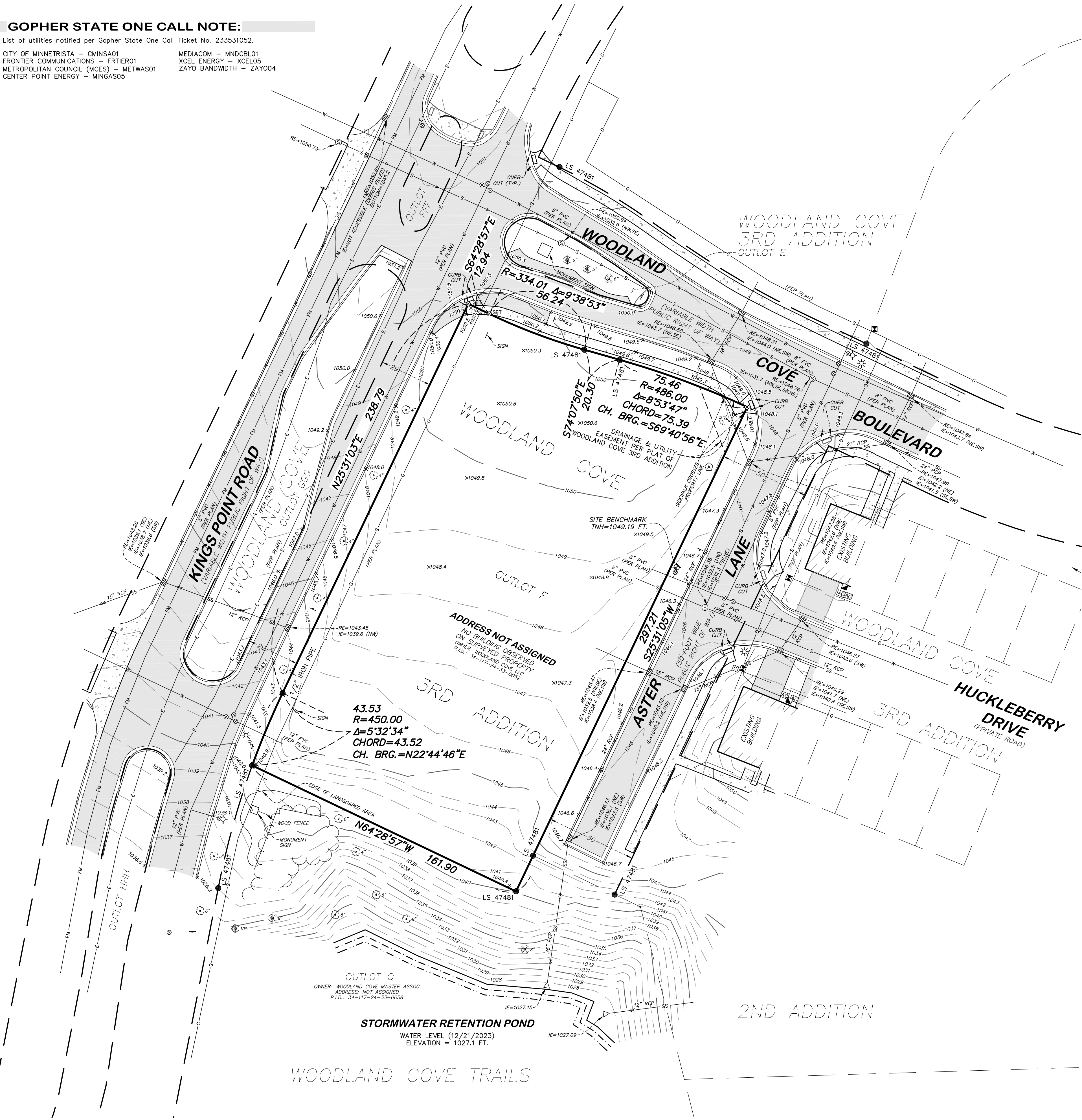
- The orientation of this bearing system is based on the Hennepin County coordinate grid (NAD 83-1986 Adj.).
- Title work was not furnished to Egan, Field & Nowak, Inc. for the preparation of this survey to verify ownership, the legal description, or the existence of any easements or encumbrances.
- The address of the property described hereon is not assigned, Minnetrista, MN 55331.
- The property described hereon lies within Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain) per Federal Insurance Rate Map No. 27053G 0290 F, dated November 04, 2016.
- The total area of the property described hereon is 47,418 square feet or 1.08857 acres.
- The contours depicted hereon are per elevation data collected while conducting the fieldwork. The contour interval is 1 foot.  
SITE BENCHMARK: Top nut of hydrant at easterly property line.  
Elevation = 1049.19 feet. (Project Datum)\*
- \*Established project elevations based on project benchmarks provided by James R. Hill.
- No zoning report or letter was received by the surveyor.
- Existing utilities, services and underground structures shown hereon were located either physically, from existing records made available to us, by resident testimony, or by locations provided by Gopher State One Call, per Ticket No. 233531052. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. Other utilities and services may be present and verification and location of all utilities and services should be obtained from the owners of the respective utilities prior to any design, planning or excavation.

CERTIFICATION:

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.

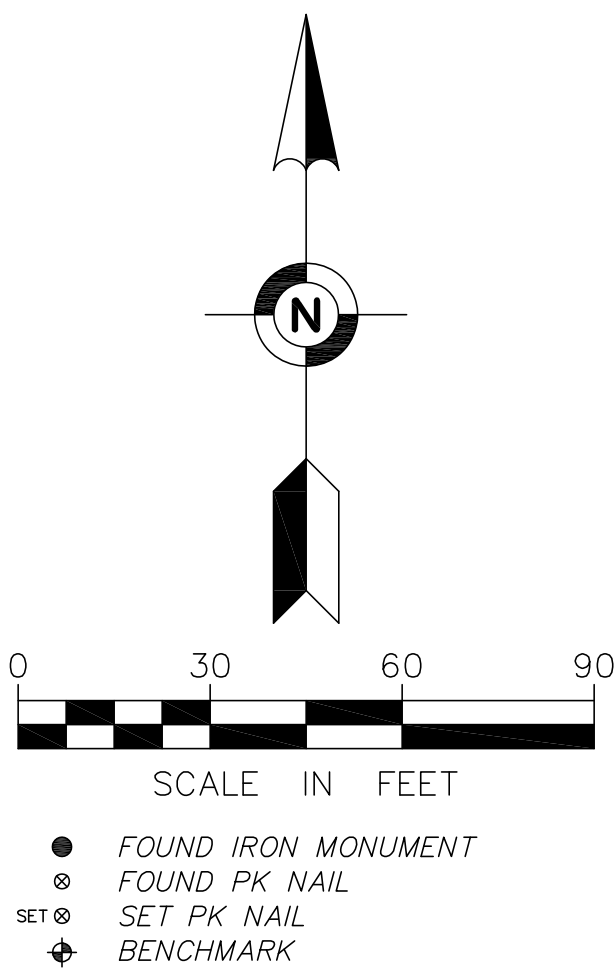
Date of survey: December 22, 2023.  
Date of signature: December 27, 2023.

Eric A. Roeser  
Minnesota License No. 47476  
eroeser@efnsurvey.com

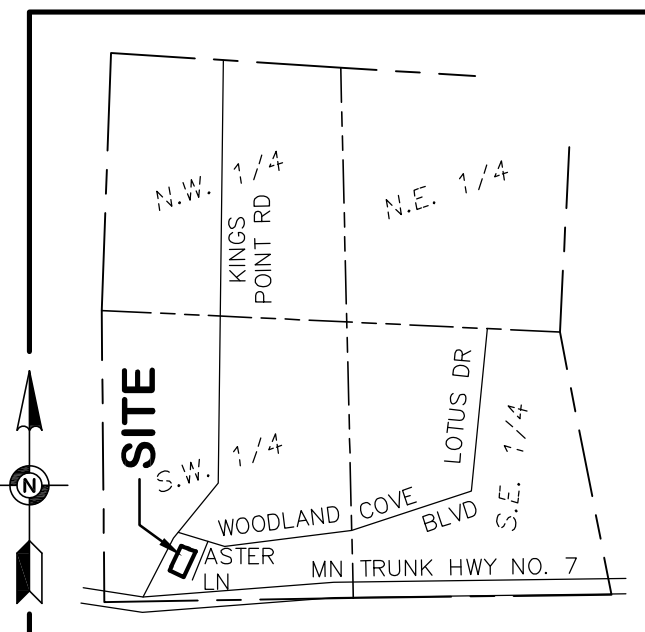


LEGEND:

- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- FLARED END SECTION
- GATE VALVE
- HYDRANT
- AIR CONDITIONER
- ELECTRIC BOX
- HANDHOLE
- LIGHT
- GAS METER
- SIGN
- WOOD FENCE
- SANITARY SEWER (FORCEMAIN)
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- UNDERGROUND ELECTRIC
- UNDERGROUND GAS
- SPOT ELEVATION
- EXISTING CONTOUR LINE
- TREE
- BITUMINOUS SURFACE
- CONCRETE SURFACE



SECTION 34, T 117 N, R 24 W



VICINITY MAP  
NO SCALE

FIELD BOOK	PAGE	FIELDWORK CHIEF:	REVISIONS		
		TV	NO.	DATE	DESCRIPTION
		DRAWN BY:			
		DL			
DRAWING NAME: 41767 Existing Conditions.dwg					
JOB NO. 41767					
FILE NO. 5791					
		CHECKED BY:			
		EAR			

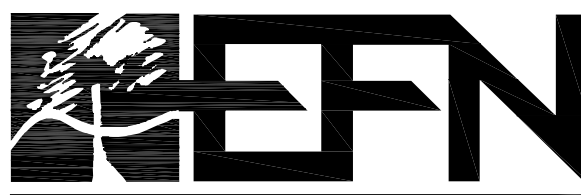
CERTIFICATE OF  
SURVEY

SURVEY FOR:

Elan Design Lab

PROPERTY ADDRESS:

Unassigned Address  
Minnetrista, Minnesota 55331



475 Old Highway 8 NW, Suite 200  
New Brighton, Minnesota 55112  
PHONE: (612) 466-3300  
WWW.EFNSURVEY.COM  
Egan, Field & Nowak, Inc. COPYRIGHT © 2023 BY EGAN, FIELD & NOWAK, INC.  
land surveyors since 1872



# WOODLAND COVE 12TH ADDITION

C.R. DOC. NO. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS: That ENTITY NAME, LLC, a STATE limited liability company, owner of the following described property:

Outlot F, WOODLAND COVE 3RD ADDITION

Has caused the same to be surveyed and platted as WOODLAND COVE 12TH ADDITION, and does hereby dedicate to the public for public use the drainage and utility easements created by this plat.

In witness whereof said ENTITY NAME, a STATE limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: ENTITY NAME, LLC, a STATE limited liability company,

BY \_\_\_\_\_, TITLE of ENTITY NAME, LLC, a STATE limited liability company.

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

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by SIGNER, TITLE of ENTITY, LLC, a STATE limited liability company.

Signature of Notary

Printed Name of Notary

Notary Public \_\_\_\_\_ County, \_\_\_\_\_

My commission expires \_\_\_\_\_

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

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

Eric A Roeser, Licensed Land Surveyor  
Minnesota License No. 47476

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Eric A Roeser, a Licensed Land Surveyor.

Signature of Notary

Printed Name of Notary

Notary Public \_\_\_\_\_ County, \_\_\_\_\_

My commission expires \_\_\_\_\_

## CITY COUNCIL, CITY OF MINNETRISTA, MINNESOTA

This plat of WOODLAND COVE 12TH ADDITION, was approved and accepted by the City Council of the City of Minnetrista, Minnesota at a regular meeting thereof held

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Minnetrista, Minnesota

By \_\_\_\_\_, Mayor By \_\_\_\_\_, Clerk

## RESIDENT AND REAL ESTATE SERVICES

Hennepin County, Minnesota

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

Daniel Rogan, County Auditor By \_\_\_\_\_, Deputy

## SURVEY DIVISION

Hennepin County, Minnesota

Pursuant to MN. STAT. Sec. 383B.565 (1969), this plat has been approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

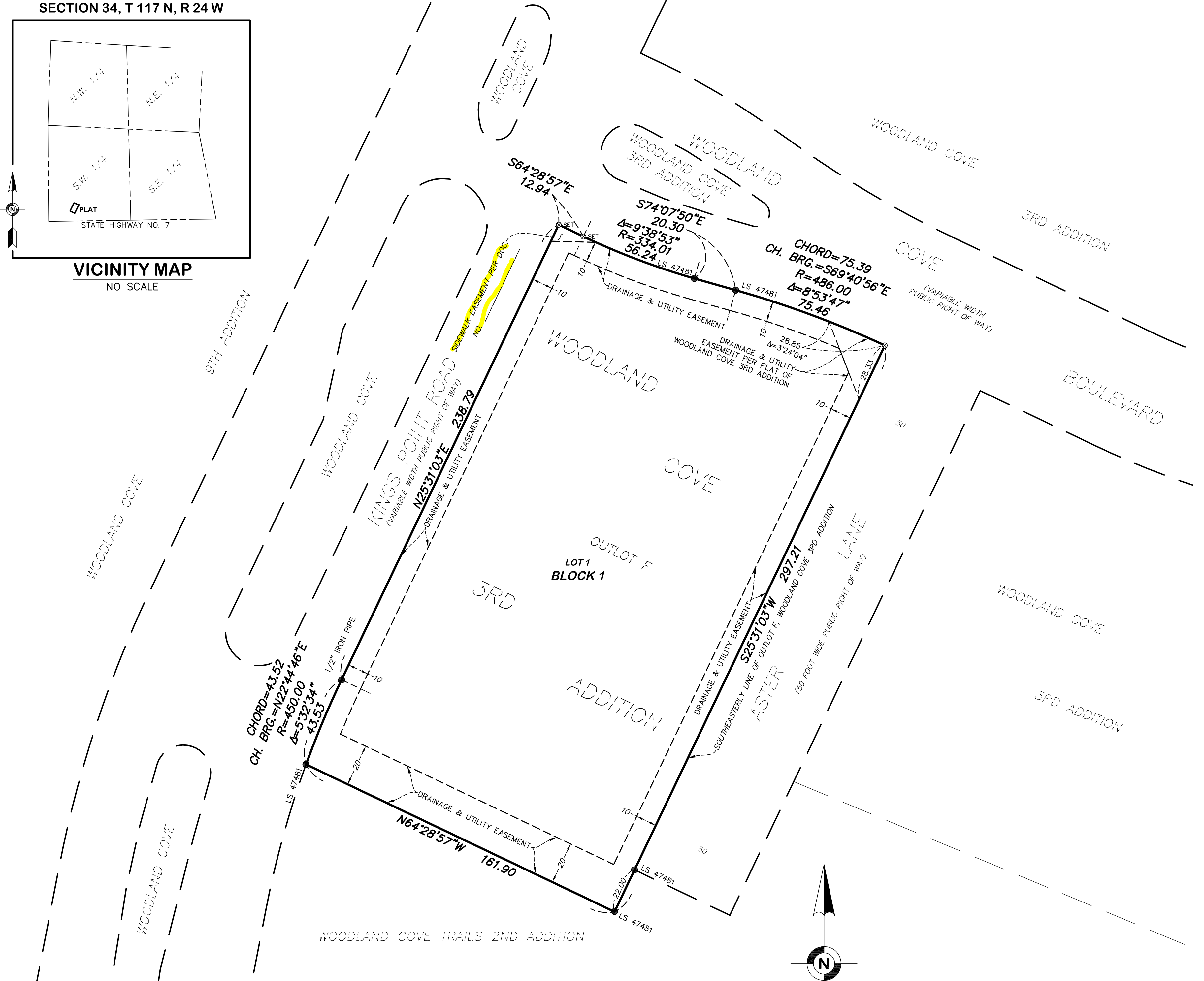
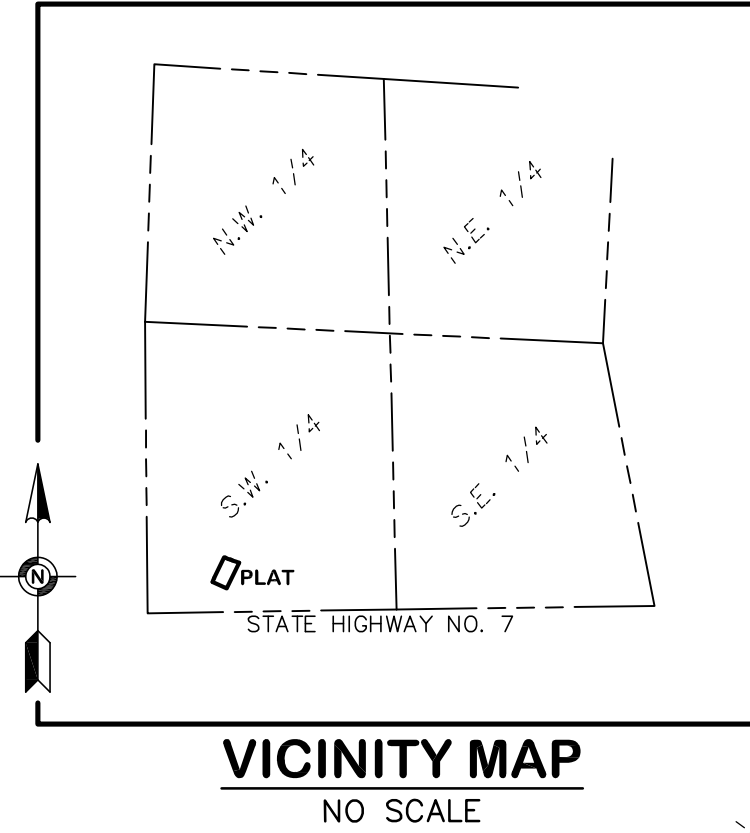
Chris F. Mavis, County Surveyor By \_\_\_\_\_

## COUNTY RECORDER

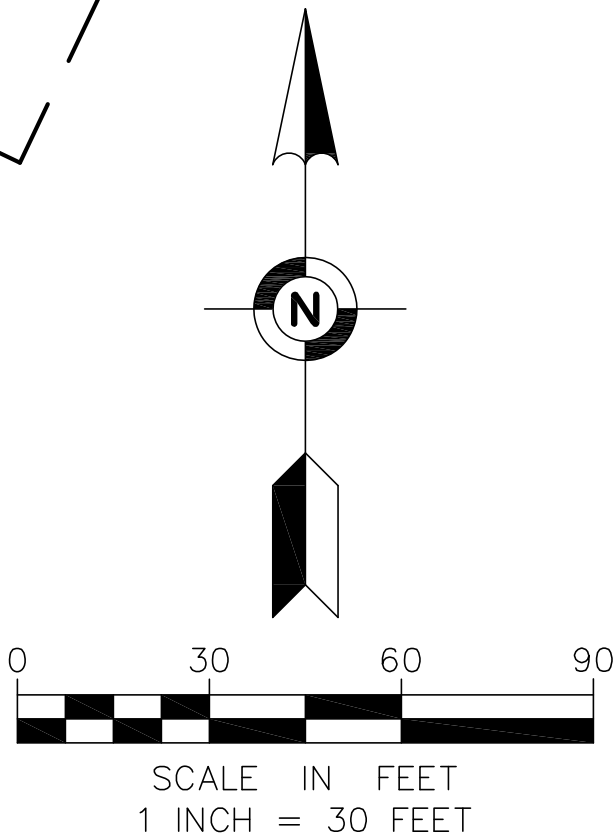
Hennepin County, Minnesota

I hereby certify that the within plat of WOODLAND COVE 12TH ADDITION was recorded in this office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at o'clock\_\_\_\_M.

## SECTION 34, T 117 N, R 24 W

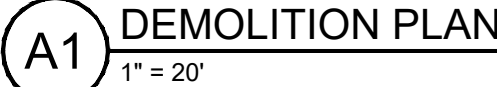


- DENOTES FOUND MONUMENT AS NOTED
- ⊗ DENOTES FOUND PK NAIL
- ⊗ SET DENOTES SET PK NAIL



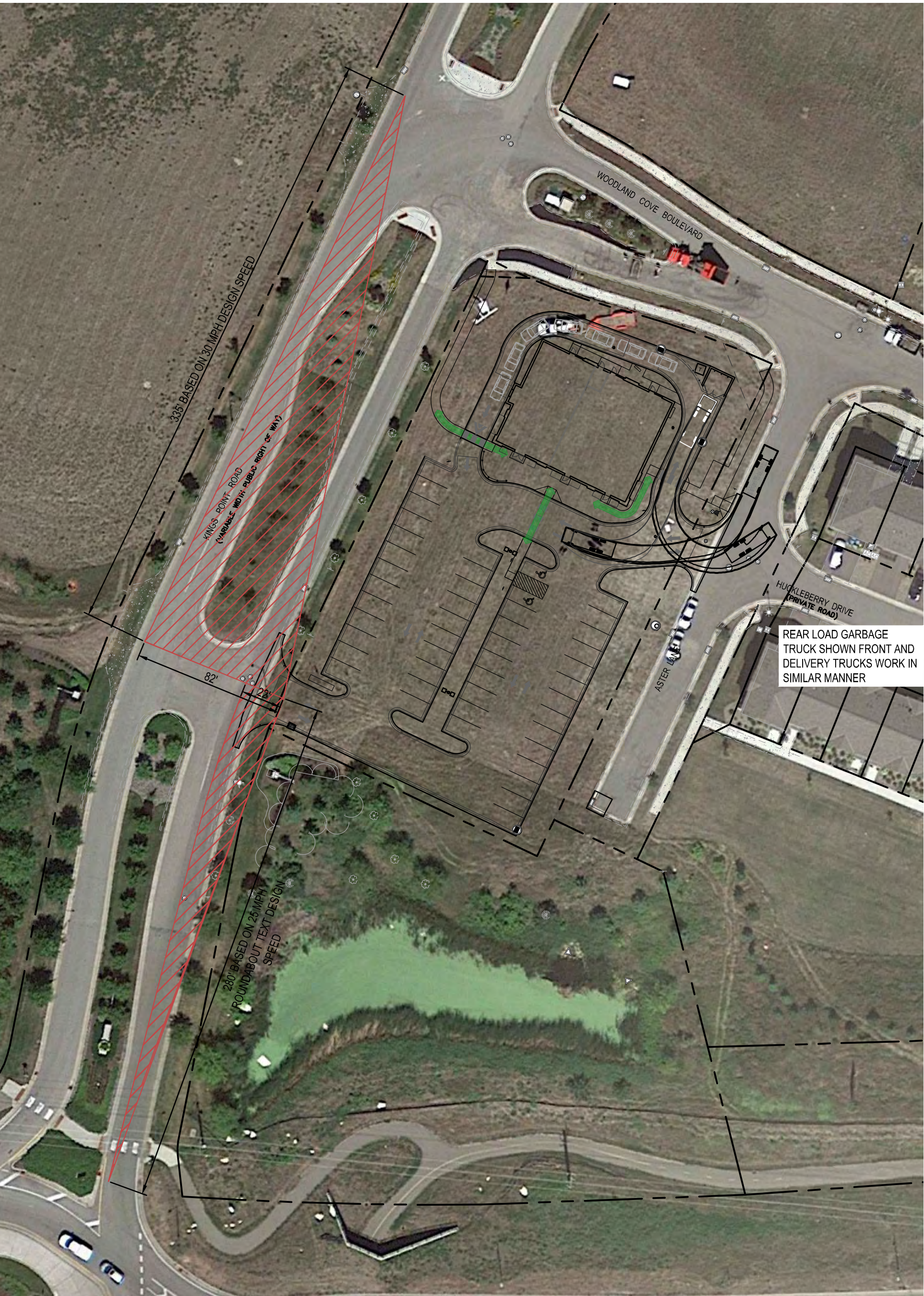
THE SOUTHEASTERLY LINE OF OUTLOT F, WOODLAND COVE 3RD ADDITION IS ASSUMED TO BEAR S25°31'03\"/>





ARC23019





1. VERIFY ALL FIELD CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES OR UNKNOWN UTILITIES ARE FOUND THAT IMPACT DESIGN OR IMPROVE CONSTRUCTION, THE ENGINEER AND OWNER SHOULD BE IMMEDIATELY NOTIFIED.
2. DIMENSIONS SHOWN ON THIS PLAN ARE TO FACE OF CURB AND EXTERIOR FACE OF BUILDING UNLESS NOTED OTHERWISE.
3. MEET AND MATCH EXISTING CONDITIONS. PROVIDE TRANSITION AS NECESSARY.
4. ON-SITE CURB TO BE B612 & D412 CONCRETE CURB & GUTTER AND RIBBON CURB.
5. ALL CURBS TO HAVE 3/4" EXPANSION JOINTS AT A MAXIMUM OF 100'-0" AND CONTROL JOINTS AT A MAXIMUM OF 10'-0".
6. ALL PARKING STALLS TO BE PAINTED WITH A 4" WIDE WHITE STRIPING. ACCESSIBLE SYMBOLS TO BE PAINTED IN WHITE AND ACCESSIBLE ACCESS AISLES TO BE PAINTED WITH A 4" WIDE WHITE PAINTED STRIPE 18 INCHES ON CENTER AND AT 45 DEGREE ANGLES TO STALL. WITH NO PARKING MARKED. REFLECTORIZED PAINT SHALL COMPLY WITH MNDOT 3582.

REVISED 02/22/2024

[illegible]

SHEET

ARC23019





A1 GRADING PLAN  
1" = 20'

GRADING NOTES

- BACKGROUND INFORMATION AND TOPOGRAPHIC TAKEN FROM SURVEY PERFORMED BY EGAN, FIELD & NOWAK, INC. ON DECEMBER 27, 2023 EXPRESSLY FOR THIS PROJECT. ELAN DESIGN LAB CANNOT GUARANTY THE ACCURACY OR COMPLETENESS OF THIS INFORMATION. VERIFY ALL FIELD CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES OR UNKNOWN UTILITIES ARE FOUND THAT IMPACT DESIGN OR IMPAIR CONSTRUCTION, THE ENGINEER AND OWNER SHOULD BE IMMEDIATELY NOTIFIED.
  - VERIFY ALL FIELD CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES OR UNKNOWN UTILITIES ARE FOUND THAT IMPACT DESIGN OR IMPAIR CONSTRUCTION, THE ENGINEER AND OWNER SHOULD BE IMMEDIATELY NOTIFIED.
  - ALL WORK TO COMPLY WITH CURRENT MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION UNLESS NOTED.
  - ON-SITE GRANULAR SOIL IS GENERALLY SUITABLE FOR STRUCTURAL FILL. SILT, CLAY OR ORGANIC SOILS SHALL NOT BE USED FOR STRUCTURAL FILL. PLACEMENT OF STRUCTURAL FILL SHALL BE OBSERVED AND TESTED BY AN EXPERIENCED TECHNICIAN OR ENGINEER TO VERIFY THAT PROPER COMPACTION HAS BEEN ACHIEVED. STRUCTURAL FILL SHALL BE MOISTURE CONDITIONED (DRIED OR WETTED) AS APPROPRIATE PRIOR TO PLACEMENT. MOISTURE CONDITIONED ENGINEERED FILL SHALL BE PLACED AND COMPACTED IN LOOSE LIFTS OF 8 INCHES OR LESS. EACH LIFT OF FILL SHOULD BE COMPACTED BY LARGE VIBRATORY EQUIPMENT UNTIL THE IN-PLACE SOIL DENSITY IS EQUAL TO OR GREATER THAN THE CRITERIA ESTABLISHED WITHIN THE FOLLOWING TABULATION.
- | TYPE OF CONSTRUCTION  | COMPACTION CRITERIA                           | MOISTURE CONTENT VARIANCE                                 |
|---|---|---|
|   |   | FROM OPTIMUM (% RESPECTIVE PROCTOR)                       |
| NON-ENGINEERED FILL (GREEN SPACE)                                     | 90  | -3 TO +3% FOR SAND AND GRAVEL SOILS<br><3% FOR CLAY SOILS |
| ENGINEERED FILL PLACED AS PAVEMENT AGGREGATE BASE                     | 100 FOR SAND AND GRAVEL (CLAY NOT ACCEPTABLE) | -3 TO +3% FOR SAND AND GRAVEL SOILS<br><3% FOR CLAY SOILS |
| ENGINEERED FILL PLACED MORE THAN 3 FEET BELOW PAVEMENT AGGREGATE BASE | 95  | -3 TO +3% FOR SAND AND GRAVEL SOILS<br><3% FOR CLAY SOILS |
| ENGINEERED FILL PLACED IN UPPER 3 FEET BELOW PAVEMENT AGGREGATE BASE  | 100   | -3 TO +3% FOR SAND AND GRAVEL SOILS<br><3% FOR CLAY SOILS |
- SIDEWALLS SHALL BE RETAINED BENCHED OR SLOPED TO PROVIDE SAFE WORKING CONDITIONS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ASSESSING THE STABILITY OF AND EXECUTING PROJECT EXCAVATIONS USING SAFE METHODS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR NAMING THE "COMPETENT INDIVIDUAL" AS PER SUBPART P OF 29 CFR 1926.6 (FEDERAL REGISTER - OSHA).
  - CONTRACTOR IS RESPONSIBLE FOR THE DESIGN OF SOIL, UTILITY AND BUILDING RETENTION SYSTEMS.
  - PAVEMENT: SEE DETAILS SHEET C-501 FOR BITUMINOUS AND CONCRETE PAVEMENT SECTION.
  - CONCRETE MIX NO. 3F52 (MNDOT 2461) SHALL BE USED FOR HAND PLACED FORMED CURB AND GUTTER, MEDIANS, DRIVEWAYS, CROSS GUTTERS, SIDEWALKS, PEDESTRIAN RAMPS AND MEDIANS. CONCRETE MIX NO. 3F52, MNDOT SPECIFICATION 2461) SHALL BE USED FOR AN EXTRUSION MACHINE PLACEMENT OF CONCRETE. IN THE PRODUCTION OF CONCRETE, AN AIR ENTRAINING AGENT SHALL BE ADDED TO THE MIX ACCORDING TO MNDOT 2461.4.
  - FORM COATING MATERIAL SHALL MEET MNDOT 3902.
  - CONCRETE INSTALLATION SHALL CONFORM WITH MNDOT 2531.
  - SITE CONCRETE FINISHING - CONCRETE SHALL BE STRUCK TRUE TO CROSS SECTION AS SHOWN ON THE PLANS. NO ADDITIONAL WATER MAY BE ADDED TO THE FINISHING PROCESS. A LIGHT BROOM FINISH WILL BE REQUIRED AT THE END OF EACH DAY. AFTER PLACING THE CONCRETE, THE CURING COMPOUND SHALL BE APPLIED IMMEDIATELY TO THE EXPOSED SURFACES. THE RATE OF APPLICATION OF CURING COMPOUND SHALL BE 150 SQUARE FEET PER GALLON. THE COMPOUND SHALL APPEAR AS WHITE AS A SHEET OF PAPER AFTER APPLICATION ON THE CONCRETE SURFACE.
  - PREFORMED EXPANSION JOINTS SHALL MEET MNDOT 3702, AND SHALL BE PROVIDED AT THE FOLLOWING LOCATIONS: AT THE BEGINNING AND END OF ALL CURB AND GUTTER RADII, WHERE NEW CONCRETE SURROUNDS, ADJOINS, OR ABUTS ANY EXISTING FIXED OBJECTS SUCH AS FIRE HYDRANTS, BUILDING FOUNDATIONS, CONCRETE DRIVEWAYS, SIDEWALKS, AND OTHER RIGID STRUCTURES. AFTER EACH LOAD OF CONCRETE WHEN PLACING CURB AND EVERY 100 FEET WHEN PLACING SIDEWALK. CONTRACTION JOINTS WILL NOT BE SEALED BUT WILL BE REQUIRED AT A SPACING OF 10 FEET ON CURB AND GUTTER AND ON SIDEWALK CONSTRUCTION AS SHOWN ON THE PLAN. CONTRACTION JOINTS WILL BE CUT TO A DEPTH 1/3 THE THICKNESS OF THE CONCRETE. SURFACE AND BACK OF ALL CURBS. CONTRACTION JOINTS SHALL BE PLACED SO THAT NO SLAB IS LARGER THAN 100 SQUARE FEET IN AREA. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTING CONTRACTION JOINTS THAT PREVENT CONCRETE FROM CRACKING AT OTHER LOCATIONS.
  - CONCRETE TESTING INCLUDING SLUMP, AIR ENTRAINMENT, TEMPERATURE AND COMPRESSIVE STRENGTH SHALL BE PERFORMED ON THE FIRST LOAD OF THE DAY FOR ALL CONCRETE POURS OF AT LEAST 4 CUBIC YARDS. AN ADDITIONAL TEST SHALL BE PERFORMED FOR EACH 100 CUBIC YARDS OR PORTION THEREOF.
  - AGGREGATE BASE FINAL SHAPING AND COMPACTION OF THE AGGREGATE BASE SHALL BE DONE JUST PRIOR TO CONSTRUCTION OF THE CONCRETE OR BITUMINOUS SURFACE. THE FINISHED SURFACE OF THE BASE SHALL SHOW NO VARIATION GREATER THAN 1/2 INCH FROM A TEN (10) FOOT STRAIGHT EDGE.
  - PLANT MIXED BITUMINOUS MIXTURE SHALL BE SPREAD WITHOUT SEGREGATION, AT THE SPECIFIED RATE TO THE CROSS SECTION SHOWN IN THE PLANS AND PER MNDOT 3151.
  - ADJUST ALL SURFACE COURSES TO NOT GREATER THAN 3/16 INCH ABOVE ADJACENT CURB AND VALLEY GUTTERS WHERE WATER FLOWS TO CURB OR VALLEY, AND FLUSH WHERE WATER FLOWS AWAY FROM CURB, OR 1/2 INCH ABOVE MANHOLE FRAMES, VALVE BOXES OR OTHER FIXED STRUCTURES.
  - THE THICKNESS OF EACH BITUMINOUS COURSE SHALL BE WITHIN 1/4 INCH OF THE THICKNESS AS SHOWN ON THE PLANS. THE TOTAL THICKNESS OF ALL BITUMINOUS COURSES SHALL BE WITHIN 1/2 INCH.
  - PRIOR TO CONSTRUCTING THE BITUMINOUS BINDER AND/OR WEARING COURSES, THE CONTRACTOR SHALL SWEEP ROADWAY. THE SWEEPER SHALL BE A SELF-PROPELLED PICK-UP (WITH WATER) SWEEPER. A SIDE-THROW SWEEPER WILL NOT BE ALLOWED.
  - TACK COAT SHALL CONFORM TO MNDOT 2357.2.A.
  - BITUMINOUS PAVEMENTS SHALL BE COMPACTED TO 92% OF THE MAXIMUM THEORETICAL DENSITY. THE OWNER MAY AT THEIR OPTION PERFORM AGGREGATE AND BITUMINOUS TESTING. THE COST OF ALL FALLING TESTS MAY BE BACK-CHARGED TO THE CONTRACTOR.

LEGEND

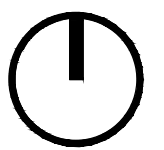
- HEAVY DUTY BITUMINOUS PAVEMENT
- LIGHT DUTY BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- TIP OUT CURB

NPDES AREA SUMMARY

	EXISTING	PROPOSED
IMPERVIOUS		
BUILDING	0 ACRES	0.115 ACRES
PAVEMENT	0.012 ACRES	0.695 ACRES
TOTAL IMPV	0.012 ACRES	0.810 ACRES
PERVIOUS		
TOTAL PERVIOUS	1.208 ACRES	0.410 ACRES
TOTAL DISTURBED AREA	1.220 ACRES	1.220 ACRES



Know what's below.  
Call before you dig.



20 60  
SCALE IN FEET

OWNER

WOODLAND  
COVE LLC

2 CARLSON PARKWAY  
SUITE 230  
PLYMOUTH MN 55447

DEVELOPER

DAVID LAU  
4268 COTTAGEWOOD CT  
MINNETRISTA, MN 55331  
612-441-0411

ARCHITECT

ARCHITECTURAL  
CONSORTIUM L.L.C.

901 NORTH THIRD STREET,  
SUITE 220  
MINNEAPOLIS, MN 55401  
612-436-4030

PROJECT

WOODLAND COVE  
OUTLOT F

MINNETRISTA, MINNESOTA

SHEET INDEX

SITE PLAN REVIEW/  
PRELIMINARY PLAT  
01/25/2024

REVISED 02/22/2024

ISSUE DATE

Elan  
DESIGN LAB

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE

310 4TH AVE SOUTH, SUITE 1006  
MINNEAPOLIS, MN 55415

p 612.260.7980  
f 612.260.7990 | www.elanlab.com

CERTIFICATION

I hereby certify that this plan, specification or report was prepared by me, or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the state of MINNESOTA.

Stephanie Johnson DATE  
REGISTRATION NO. 18914 01/25/2024

SHEET

GRADING PLAN

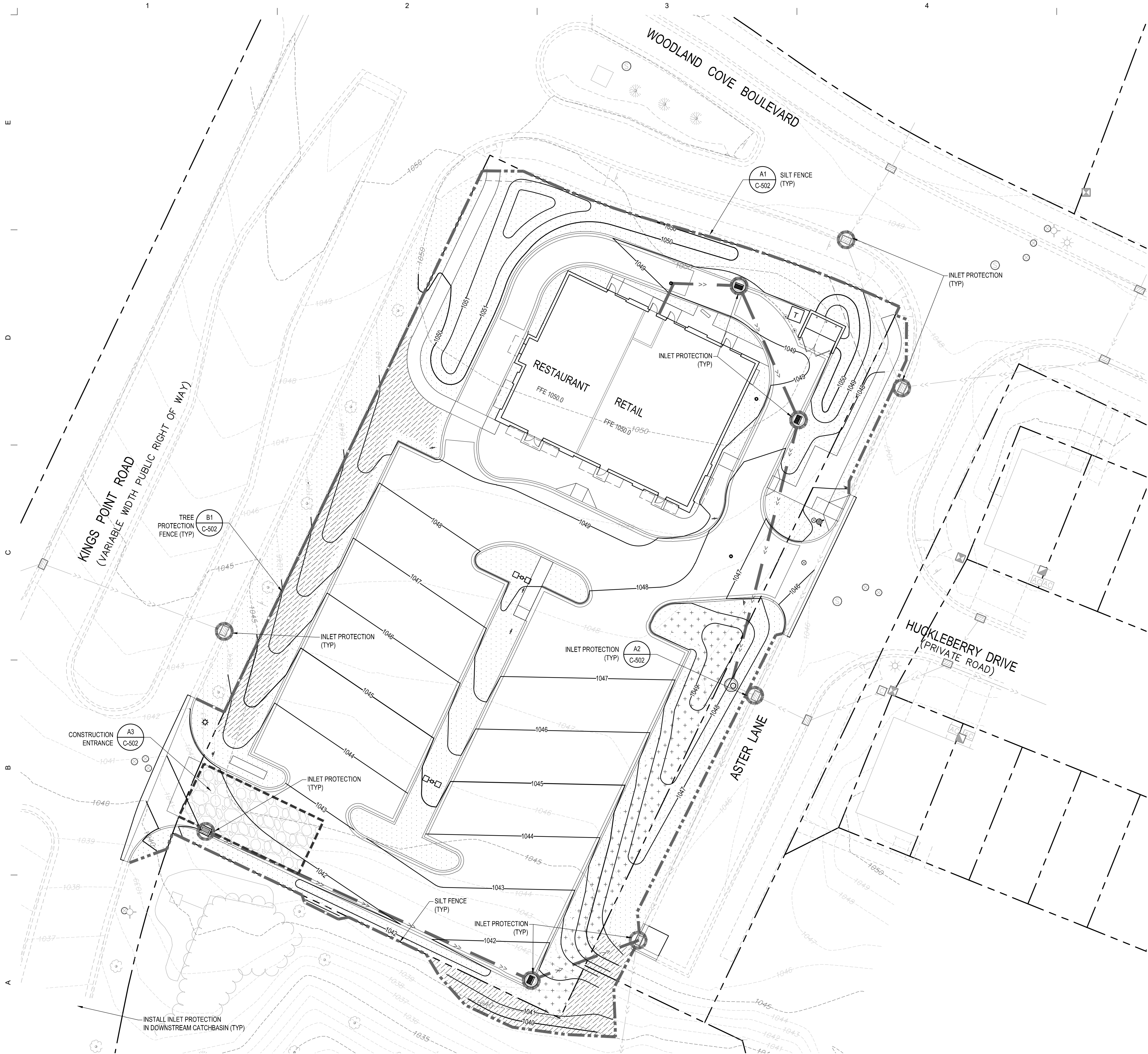
C-201

PROJECT NO.  
ARC23019









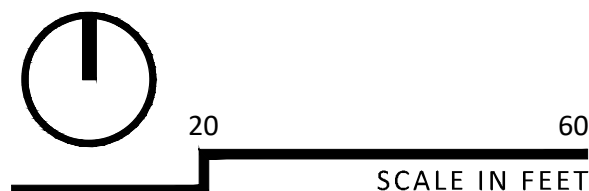
**A1 EROSION & SEDIMENT CONTROL PLAN**  
1" = 20'

**EROSION CONTROL NOTES**

1. THE DIMENSIONS SHOWN ON THIS PLAN ARE FOR REFERENCE ONLY. CONTRACTOR TO OBTAIN DIGITAL FILE FROM ENGINEER TO BE USED FOR ALL CONSTRUCTION STAKING AND SITE LAYOUT.
2. ALL DISTURBED AREAS WITH FLATTER THAN 4:1 SLOPE THAT ARE NOT STABILIZED BY SOME OTHER METHOD SHALL BE STABILIZED WITH PROMATRIX ENGINEERED FIBER MATRIX AND SEEDED AS SPECIFIED.
3. REMOVE SILT FENCE AND CHECK DAMS AFTER VEGETATION IS ESTABLISHED. BIO-DEGRADABLE FILTER LOG DOES NOT NEED TO BE REMOVED.
4. PROVIDE TEMPORARY SEEDING OR FINAL LANDSCAPING WITHIN 72 HOURS OF COMPLETION OF GRADING OR 7 DAYS OF INACTIVITY.
5. REFER TO SHEET C-202 FOR ADDITIONAL SWPPP REQUIREMENTS.
6. REFER TO THE LANDSCAPE PLAN FOR FINAL REVEGETATION REQUIREMENTS.
7. FOLLOW SEED SPECIFICATIONS, SITE PREPARATION, SEEDING METHODS, SEEDING ESTABLISHING AND MAINTENANCE AS PER THE MNDOT SEEDING MANUAL 2023 AND MNDOT SPECIFICATION 2575.3 AND 3876, UNLESS NOTED OTHERWISE.
8. EROSION CONTROL MEASURES SHOWN SHOULD BE CONSIDERED THE MINIMUM. THE CONTRACTOR MAY NEED TO ADD ADDITIONAL EROSION CONTROL BMPs OR REPLACE EROSION CONTROL MEASURES DURING CONSTRUCTION TO PROTECT THE SITE AND MAINTAIN COMPLIANCE WITH THE SWPPP.
9. CONSTRUCTION LIMITS SHOWN ARE APPROXIMATE. DO NOT ENTER UPON PRIVATE PROPERTY. LIMIT DISTURBANCE WITHIN PUBLIC RIGHTS OF WAY TO THE ABSOLUTE MINIMUM REQUIRED TO COMPLETE THE WORK AS SHOWN ON THESE PLANS.

**LEGEND**

- SILT FENCE
- TREE PROTECTION FENCE
- STORM STRUCTURE PROTECTION
- ▨ SOD & LANDSCAPE SEE L-101
- ▨ MNDOT MIXTURE 25-131 LOW MAINTENANCE TURF BROADCAST SEEDING  
TEMPORARY - MIXTURE 21-111 OATS COVER CROP  
SEEDING RATE PLS 220 LBS/AC.
- ▨ MNDOT MIXTURE 35-221 DRY PRAIRIE GENERAL BROADCAST SEEDING  
TEMPORARY - MIXTURE 21-111 OATS COVER CROP  
SEEDING RATE PLS 36.5 LBS/AC.



OWNER

**WOODLAND COVE LLC**

2 CARLSON PARKWAY  
SUITE 230  
PLYMOUTH MN 55447

DEVELOPER

DAVID LAU  
4268 COTTAGEWOOD CT  
MINNETRISTA, MN 55331  
612-441-0411

ARCHITECT

**ARCHITECTURAL CONSORTIUM L.L.C.**

901 NORTH THIRD STREET,  
SUITE 220  
MINNEAPOLIS, MN 55401  
612-436-4030

PROJECT

**WOODLAND COVE OUTLOT F**

MINNETRISTA, MINNESOTA

SHEET INDEX

**SITE PLAN REVIEW/  
PRELIMINARY PLAT**  
01/25/2024

REVISED 02/22/2024

ISSUE DATE

**Elan**  
DESIGN LAB  
CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE  
310 4TH AVE SOUTH, SUITE 1006  
MINNEAPOLIS, MN 55415  
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CERTIFICATION

I hereby certify that this plan, specification or report was prepared by me, or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the state of MINNESOTA.

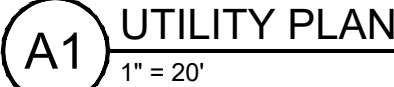
**NOT FOR CONSTRUCTION**  
Stephan M. Johnston DATE 01/25/2024  
REGISTRATION NO. 18914  
SHEET

**EROSION & SEDIMENT CONTROL PLAN**

**C-203**

PROJECT NO.  
**ARC23019**





## Y PLAN

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UTILITY PLAN

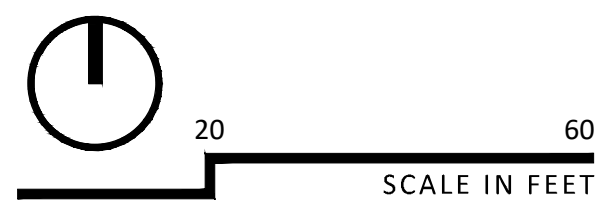
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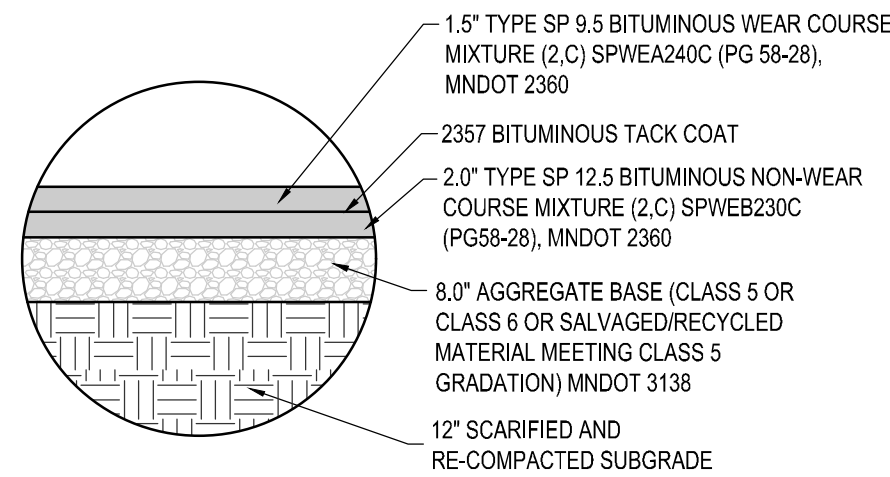
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PROJECT NO.

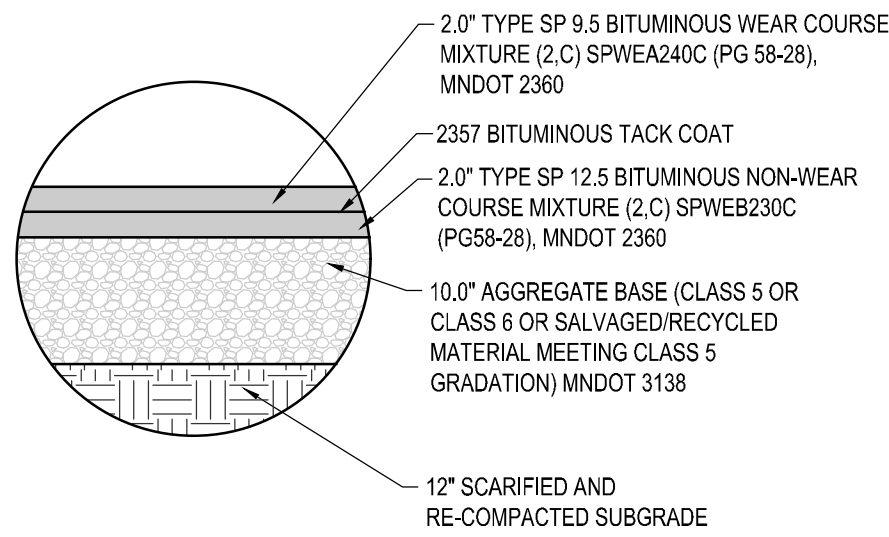
ARC23019

PROJECT NO.  
ARC23019

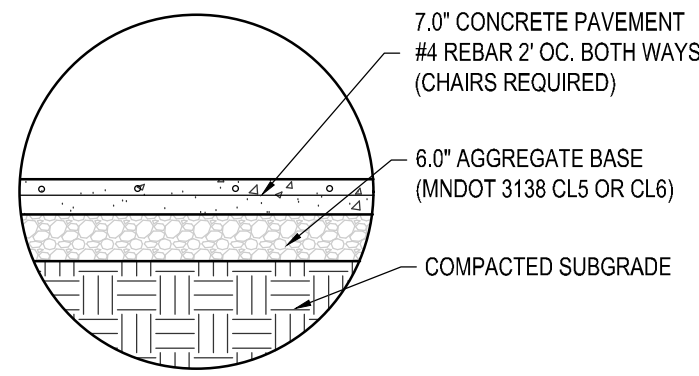




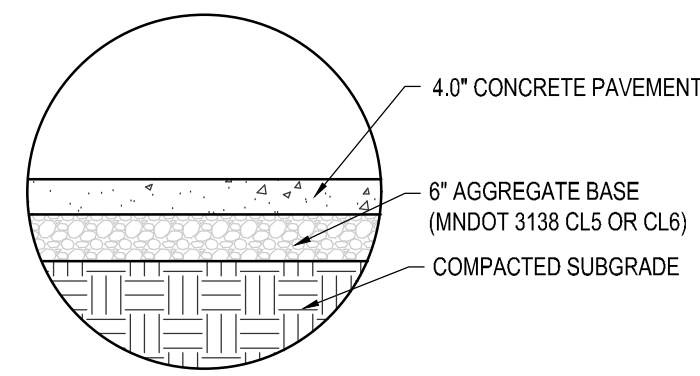
E1 LIGHT DUTY BITUMINOUS PAVEMENT SECTION  
NO SCALE



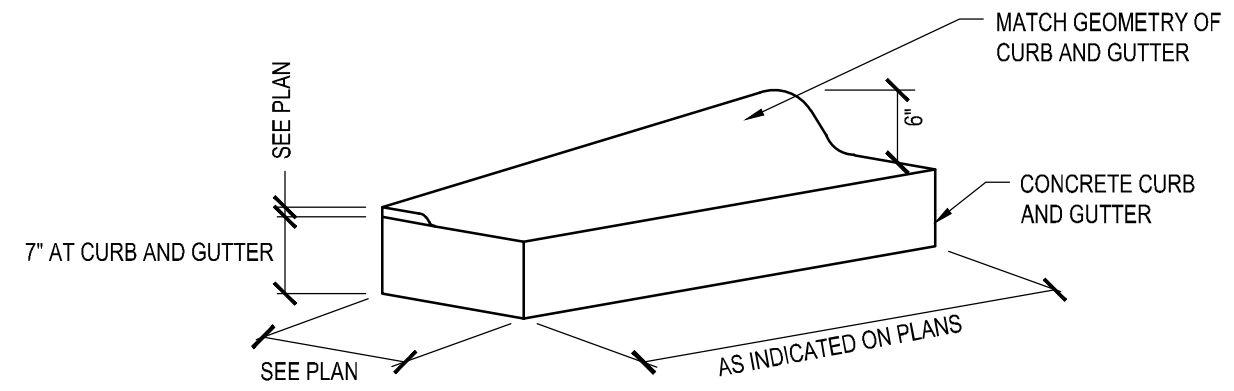
E2 HEAVY DUTY BITUMINOUS PAVEMENT SECTION  
NO SCALE



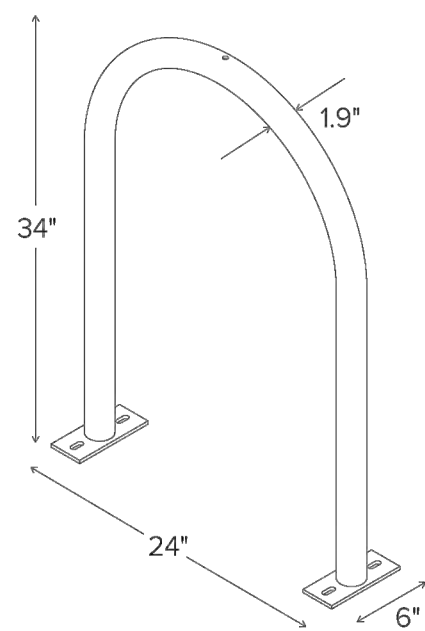
E3 CONCRETE PAVEMENT SECTION  
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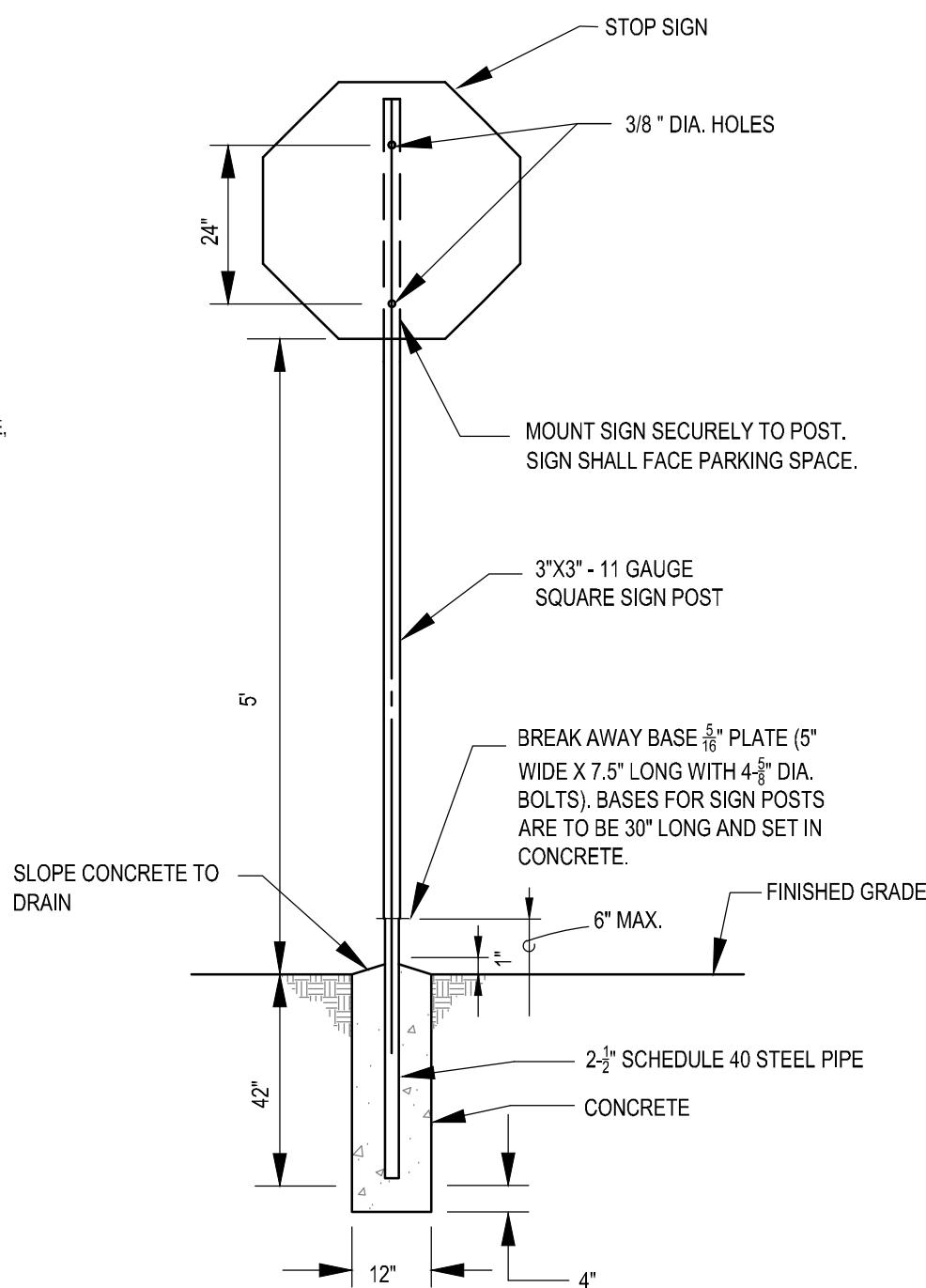
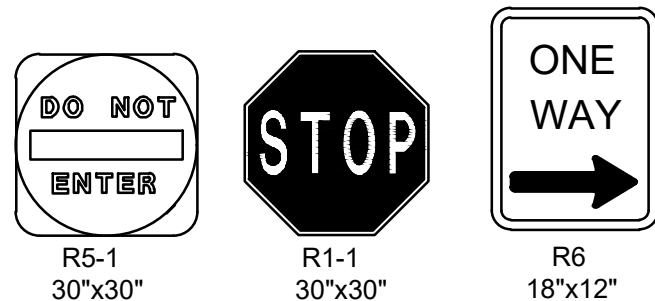
E4 CONCRETE WALKWAY SECTION  
NO SCALE



E5 CURB TRANSITION  
NO SCALE

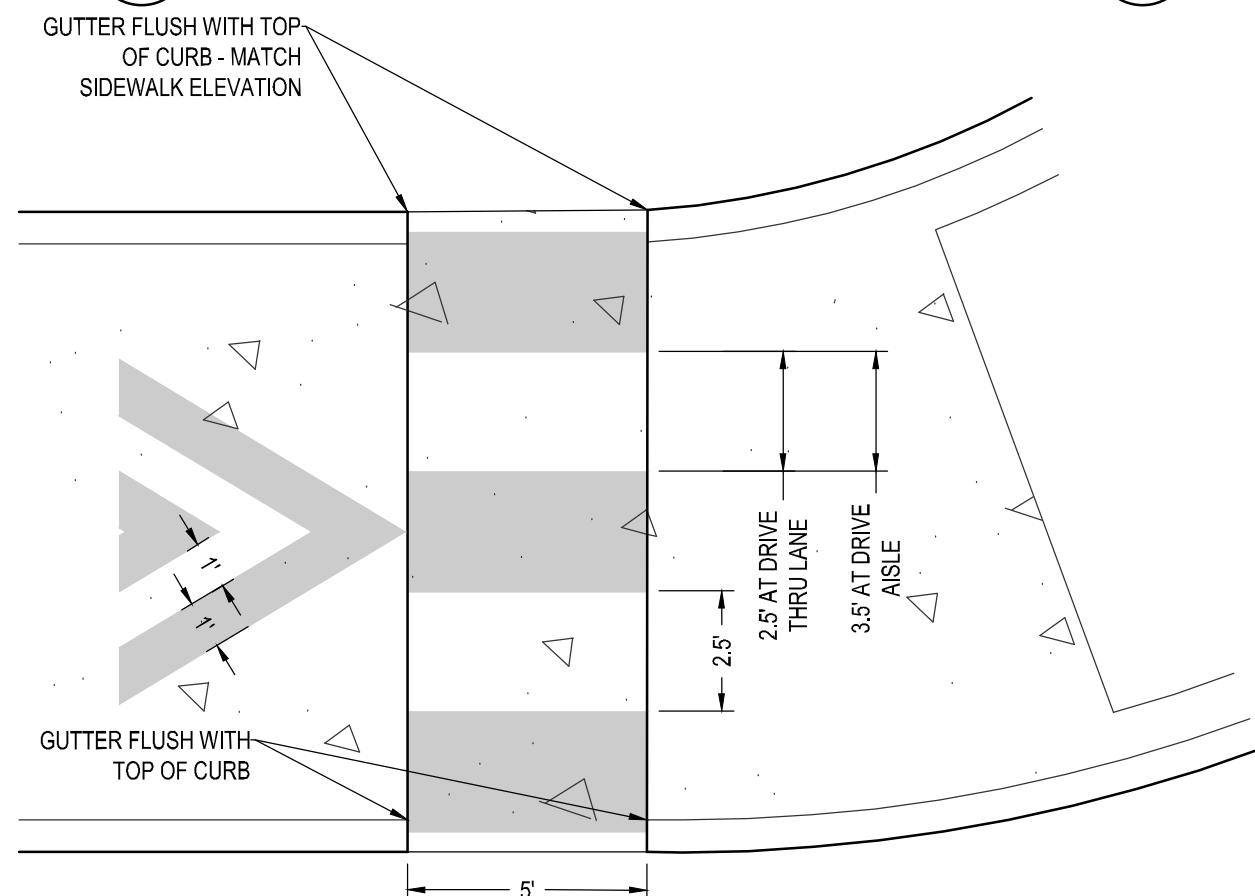


C1 BIKE RACK  
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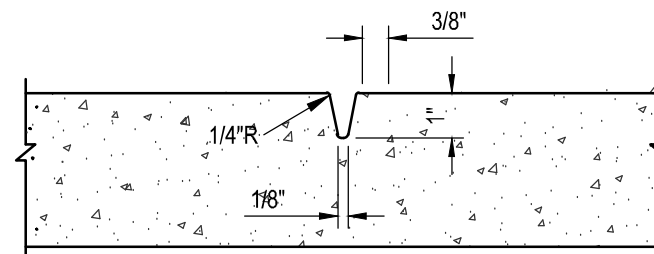


- NOTES:
- SIGN POSTS SHALL BE PAINTED DARK BROWN.
  - SIGN FRONTS SHALL BE DARK BROWN WITH WHITE REFLECTIVE LETTERING.
  - BACK OF SIGN SHALL BE DARK BRONZE.

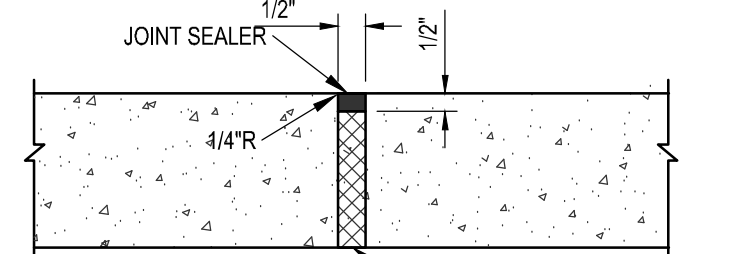
A2 TRAFFIC SIGNAGE  
NO SCALE



D3 RAISED CROSSING/ SPEED HUMP  
NO SCALE



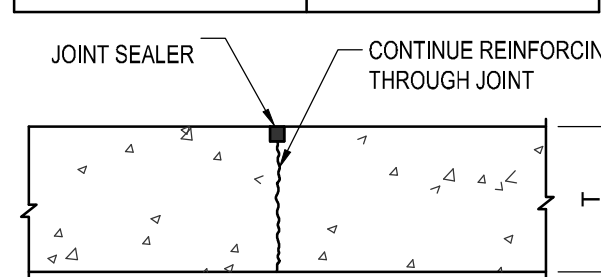
TOOLED CONTROL JOINT  
SPACING: 5' WALK - 5' C/C  
6' WALK - 6' C/C



EXPANSION JOINT  
MAXIMUM SPACING 100'. ALSO USE WHEN ABUTTING BUILDINGS.

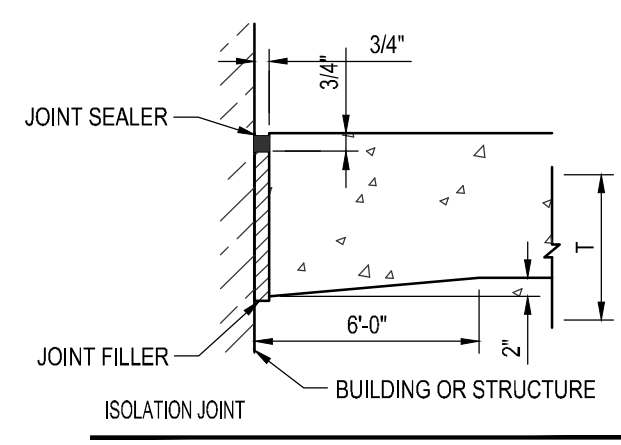
B3 SIDEWALK JOINT  
NO SCALE

TABLE 2: JOINT SPACING	
CONCRETE PAVEMENT THICKNESS	MAXIMUM JOINT SPACING
7"	14'

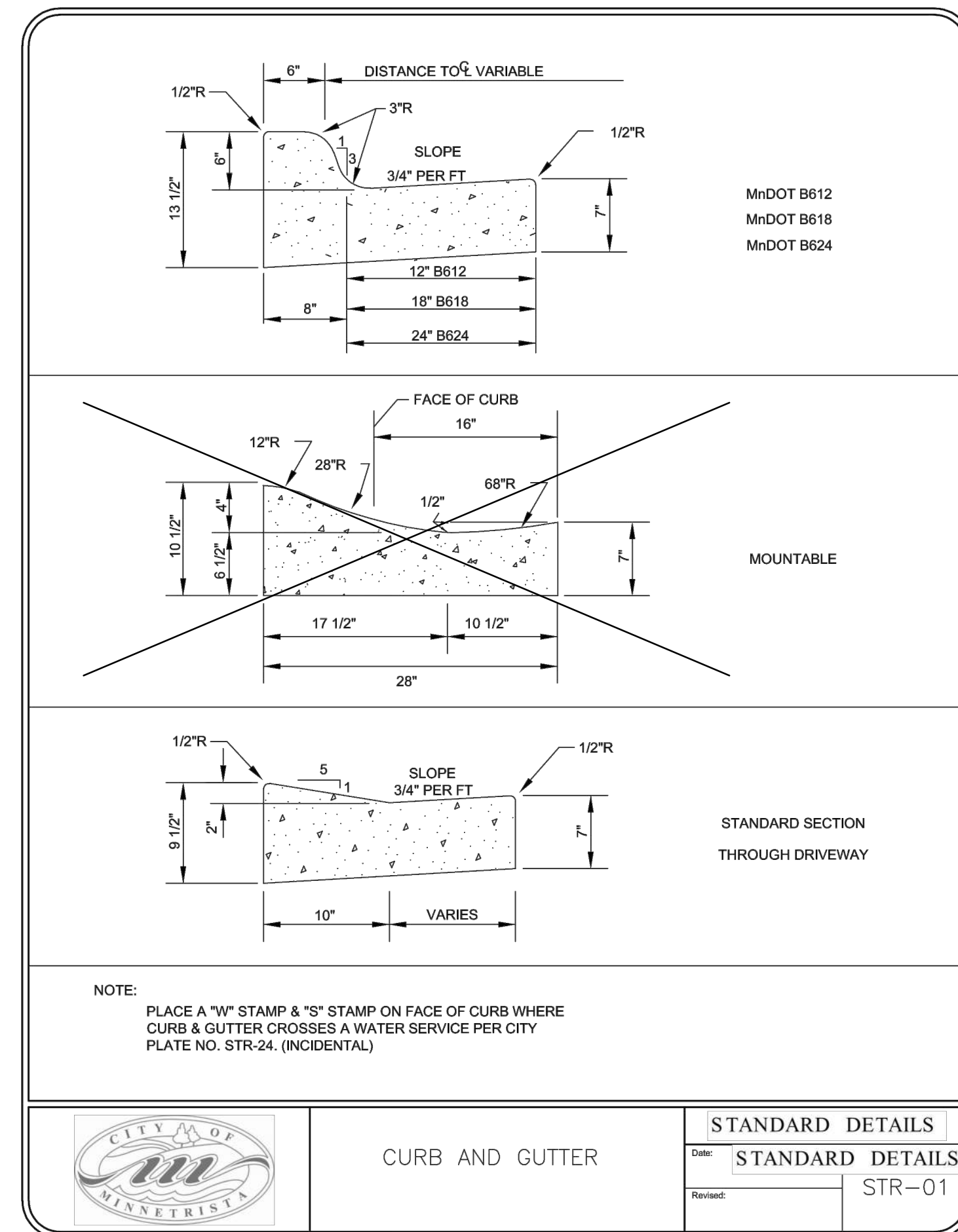


CONTRACTION JOINT  
MAX. CONTRACTION JOINT SPACING:  
SEE TABLE 2

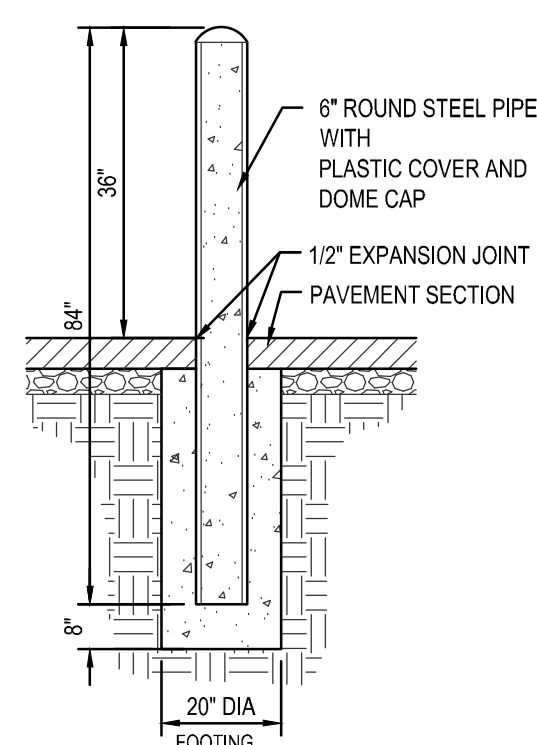
A3 CONCRETE PAVEMENT JOINT  
NO SCALE



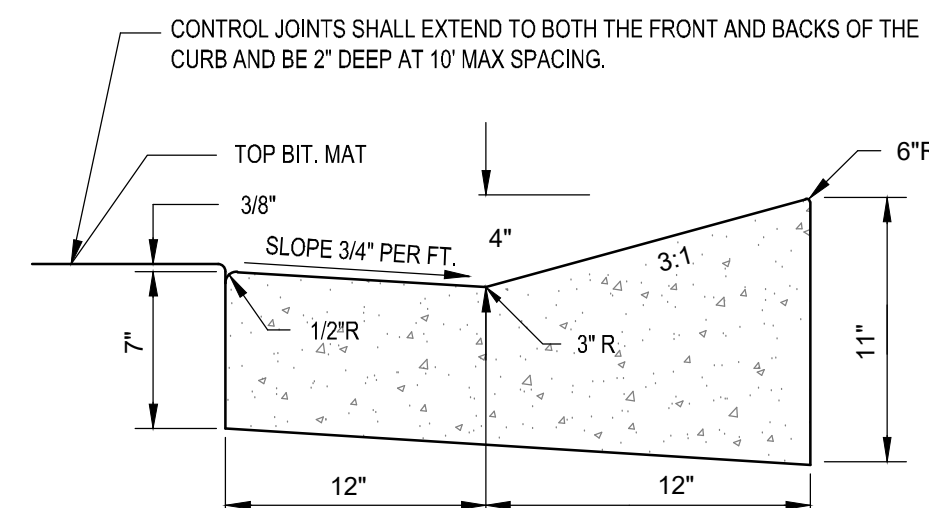
ISOLATION JOINT  
USE AGAINST BUILDINGS OR OTHER STRUCTURES



B4 B612 & B618 CURB & GUTTER  
NO SCALE



A4 BOLLARD  
NO SCALE



A6 D412 CURB & GUTTER  
NO SCALE

OWNER

WOODLAND  
COVE LLC

2 CARLSON PARKWAY  
SUITE 230  
PLYMOUTH MN 55447

DEVELOPER

DAVID LAU  
4268 COTTAGEWOOD CT  
MINNETRISTA, MN 55331  
612-441-0411

ARCHITECT

ARCHITECTURAL  
CONSORTIUM L.L.C.

901 NORTH THIRD STREET,  
SUITE 220  
MINNEAPOLIS, MN 55401  
612-436-4030

PROJECT

WOODLAND COVE  
OUTLOT F

MINNETRISTA, MINNESOTA

SHEET INDEX

SITE PLAN REVIEW/  
PRELIMINARY PLAT  
01/25/2024

REVISED 02/22/2024

ISSUE DATE

Elan  
DESIGN LAB  
CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE

310 4TH AVE SOUTH, SUITE 1006  
MINNEAPOLIS, MN 55415

p 612.260.7980  
f 612.260.7990 | www.elanlab.com

CERTIFICATION

I hereby certify that this plan, specification or report  
was prepared by me, or under my direct supervision,  
and that I am a duly Licensed Professional Engineer  
under the laws of the state of MINNESOTA.

Stephan L. Johnson DATE  
REGISTRATION NO. 18914 01/25/2024

SHEET

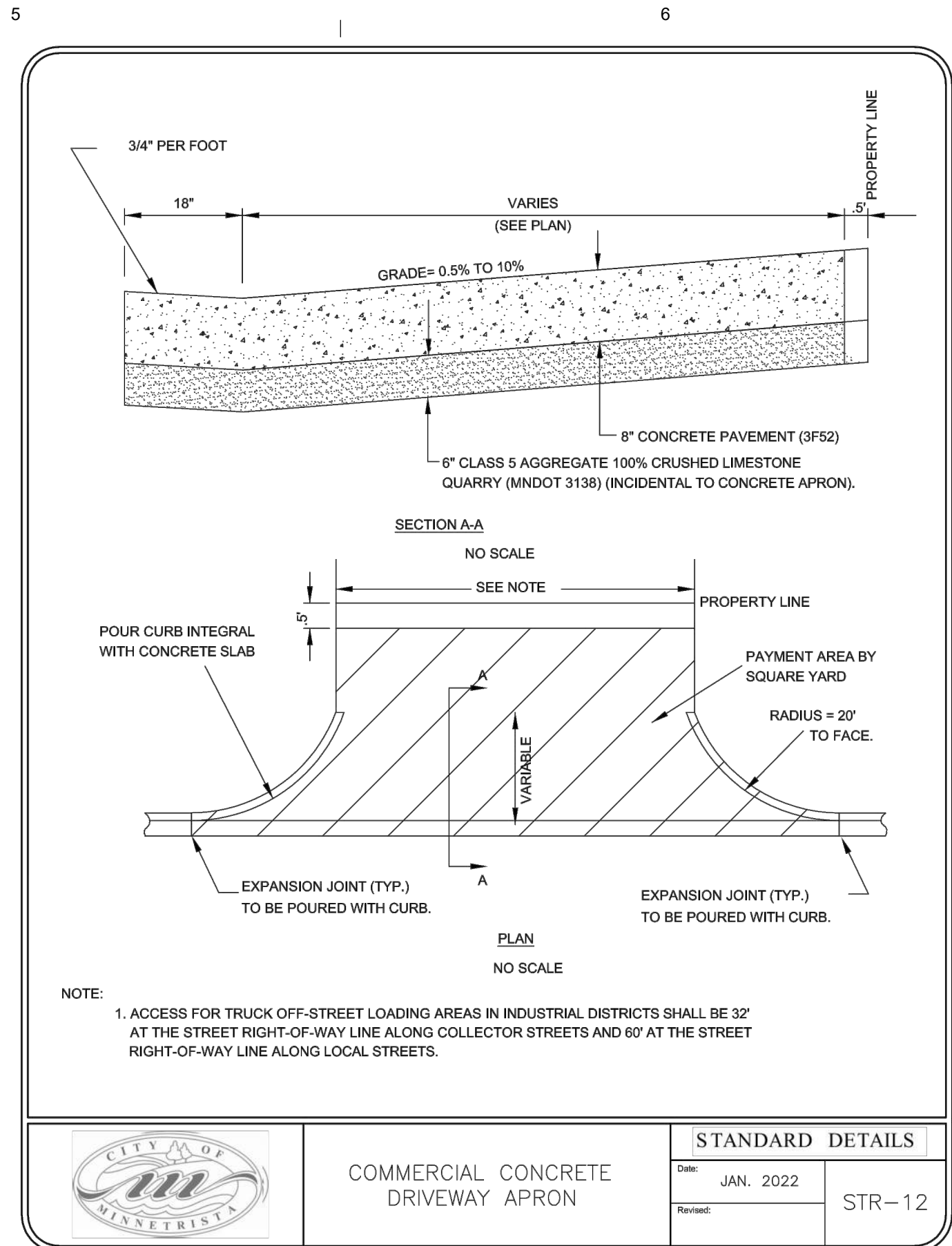
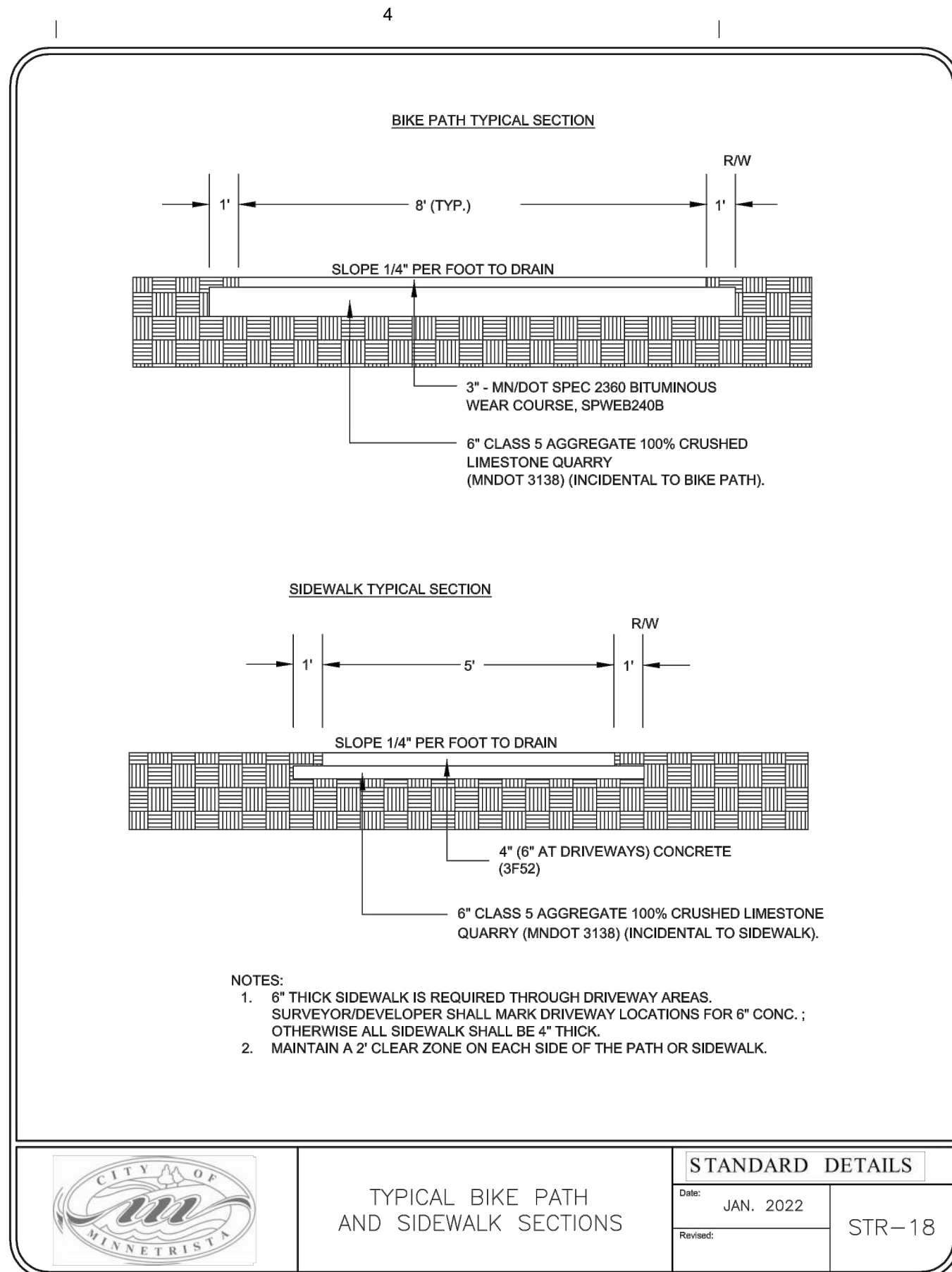
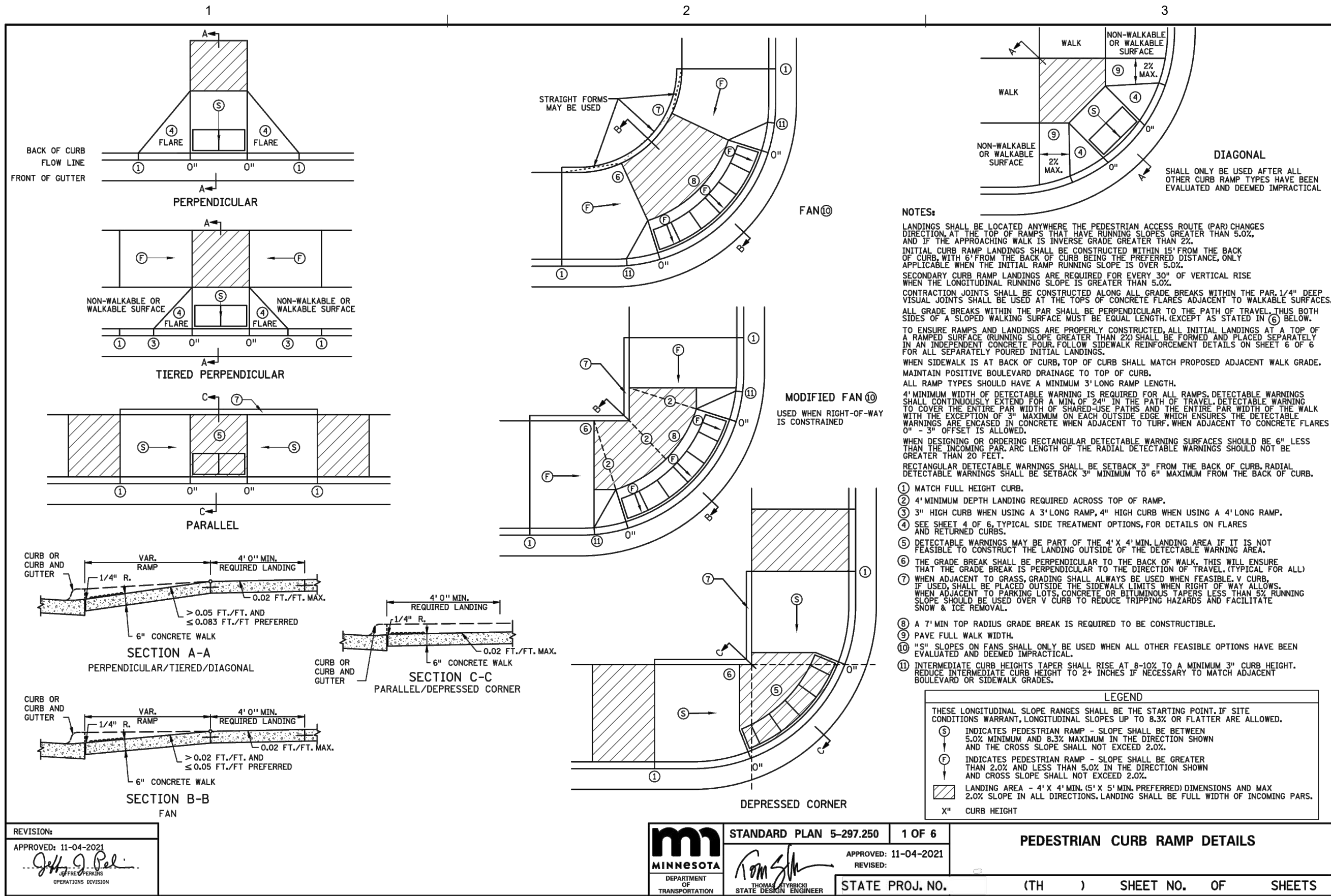
DETAILS

C-501

PROJECT NO.

ARC23019





OWNER

WOODLAND COVE LLC

2 CARLSON PARKWAY  
SUITE 230  
PLYMOUTH MN 55447

DEVELOPER

DAVID LAU  
4268 COTTAGEWOOD CT  
MINNETRISTA, MN 55331  
612-441-0411

ARCHITECT

ARCHITECTURAL CONSORTIUM L.L.C.

901 NORTH THIRD STREET,  
SUITE 220  
MINNEAPOLIS, MN 55401  
612-436-4030

PROJECT

WOODLAND COVE OUTLOT F

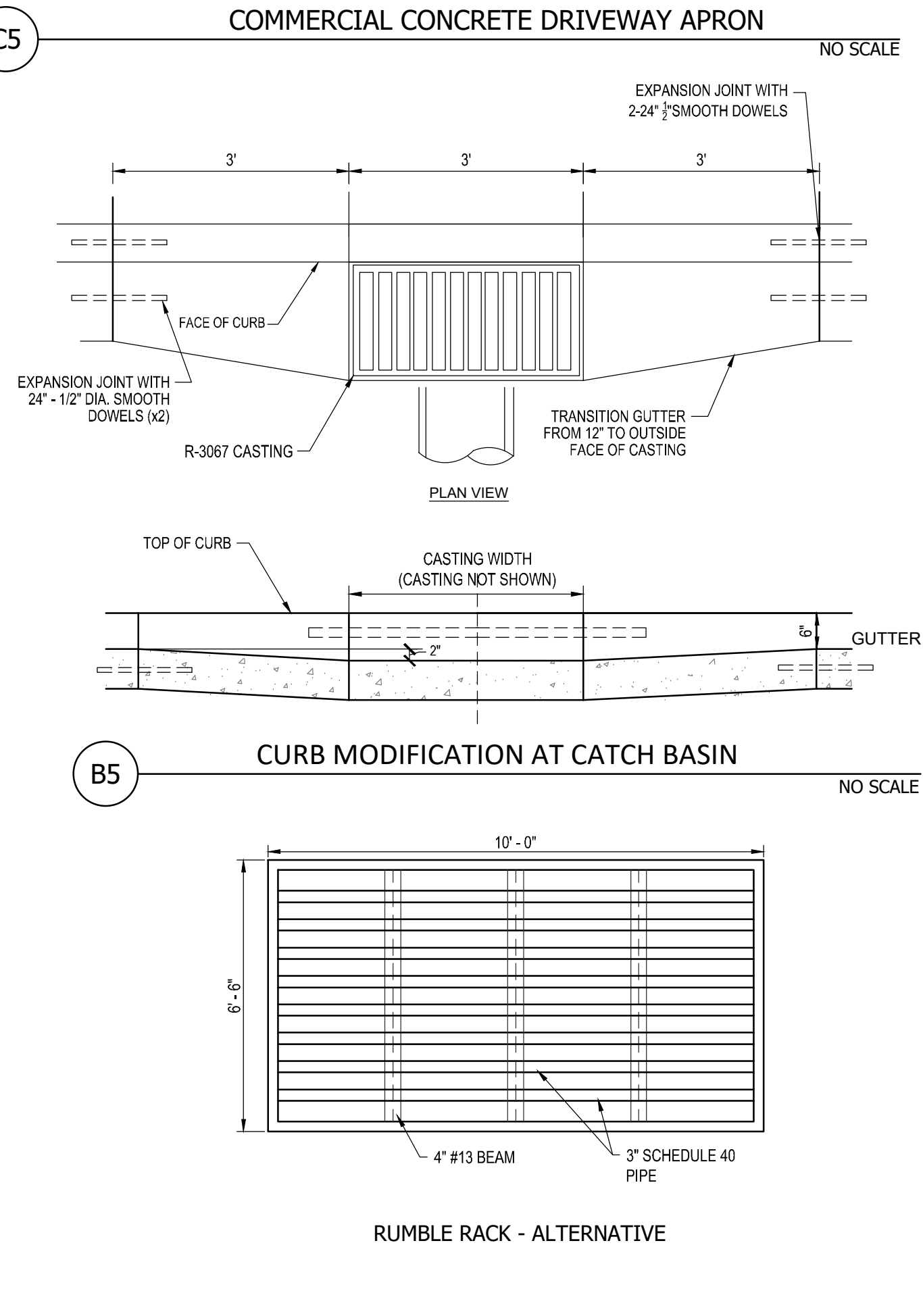
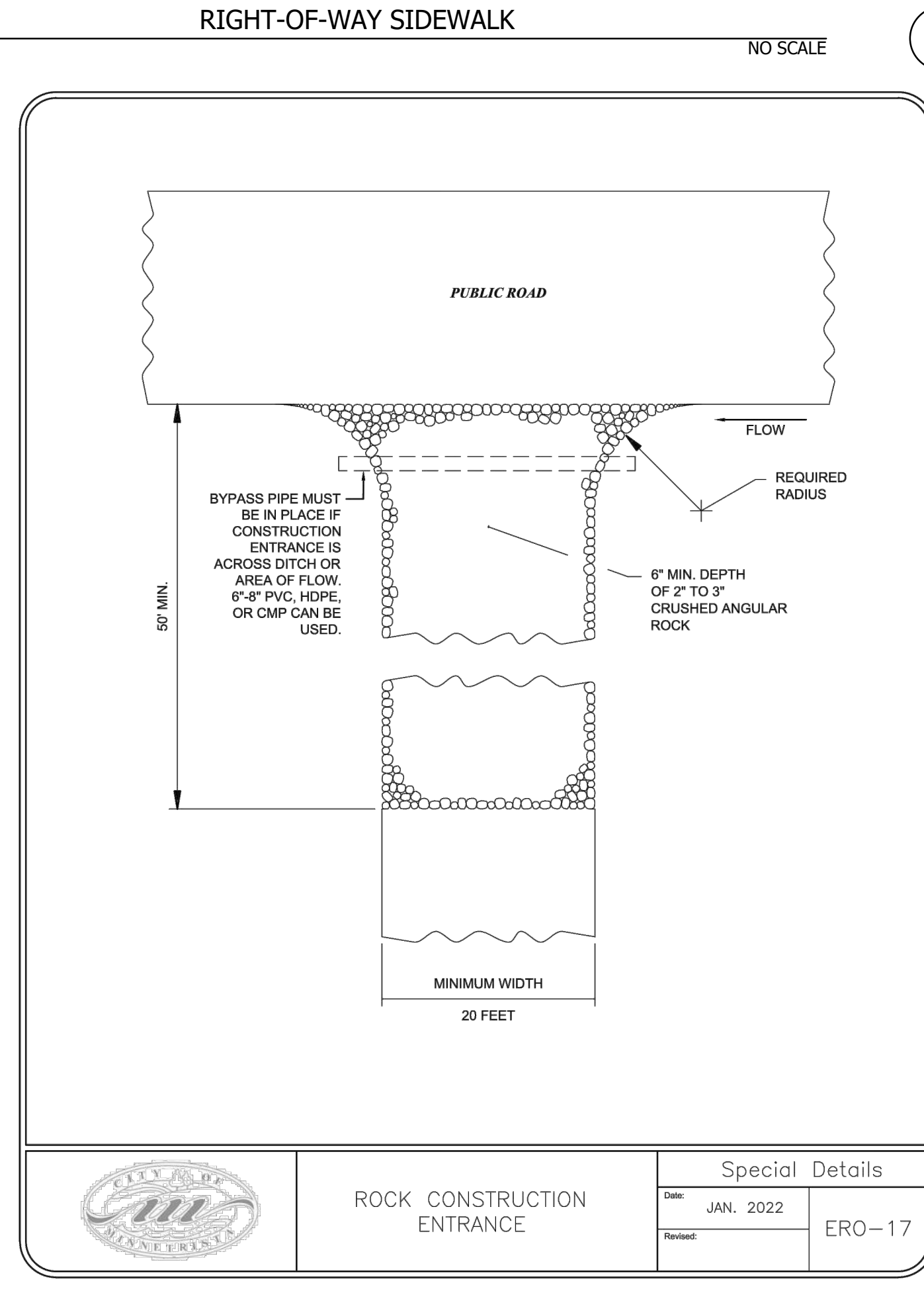
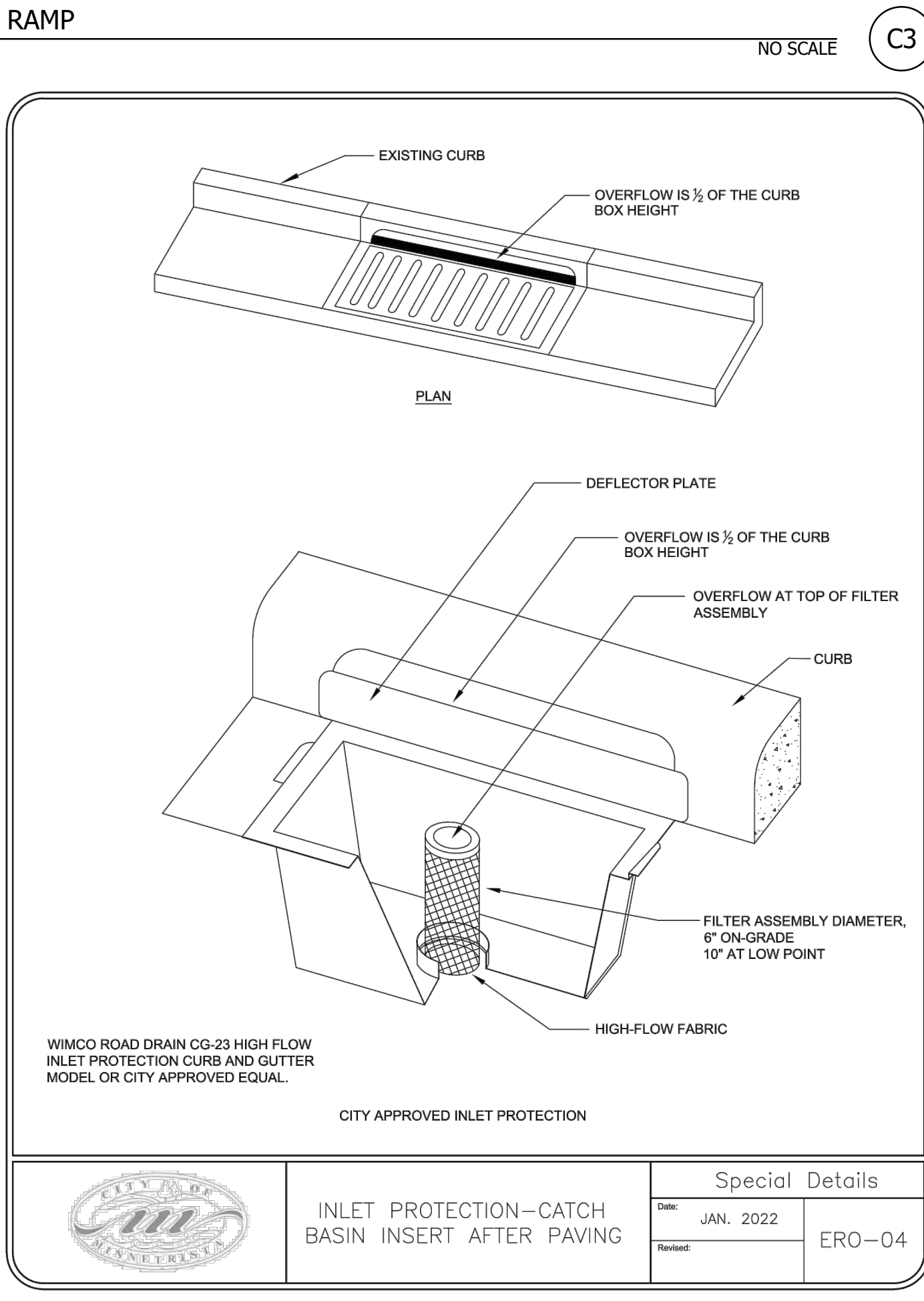
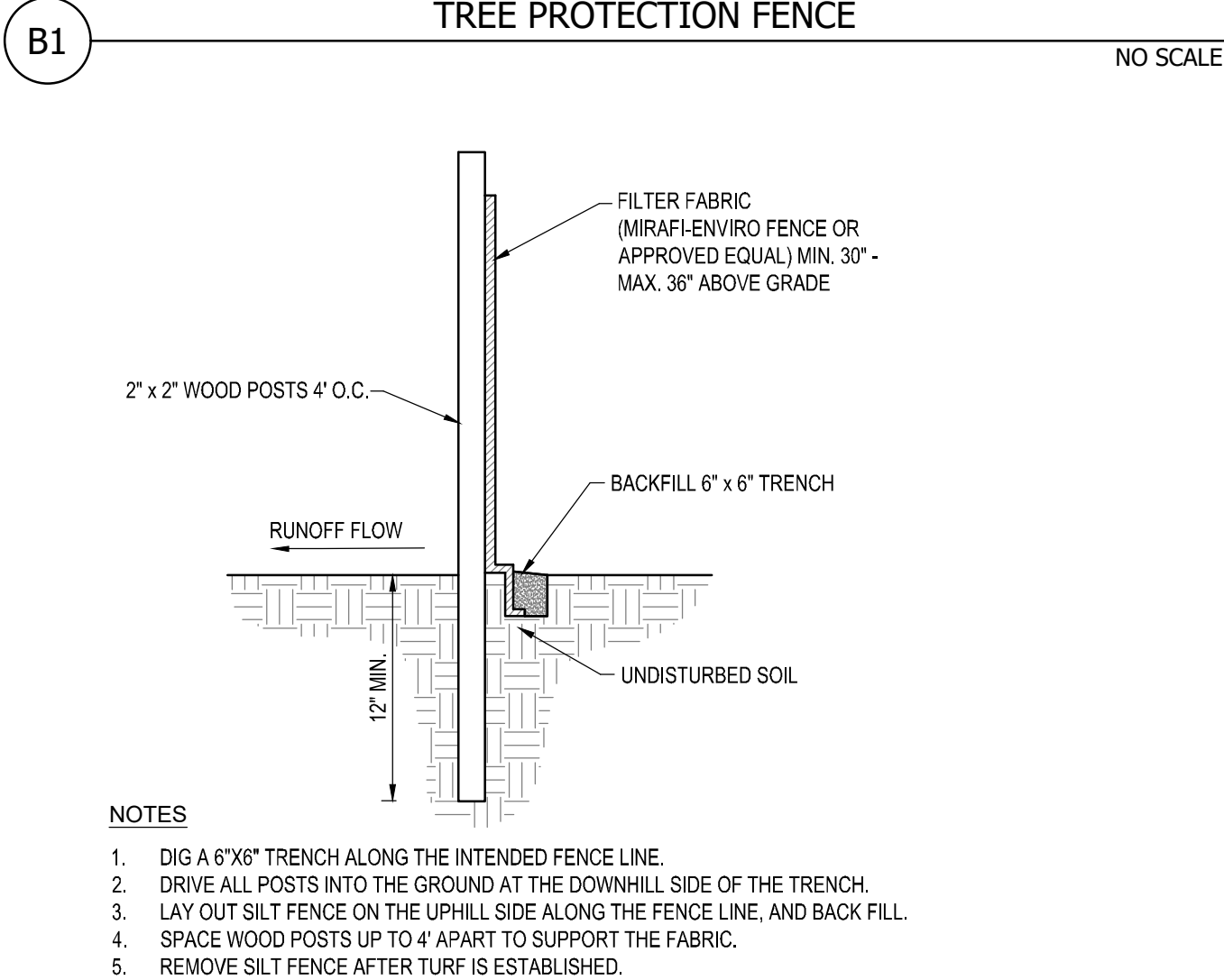
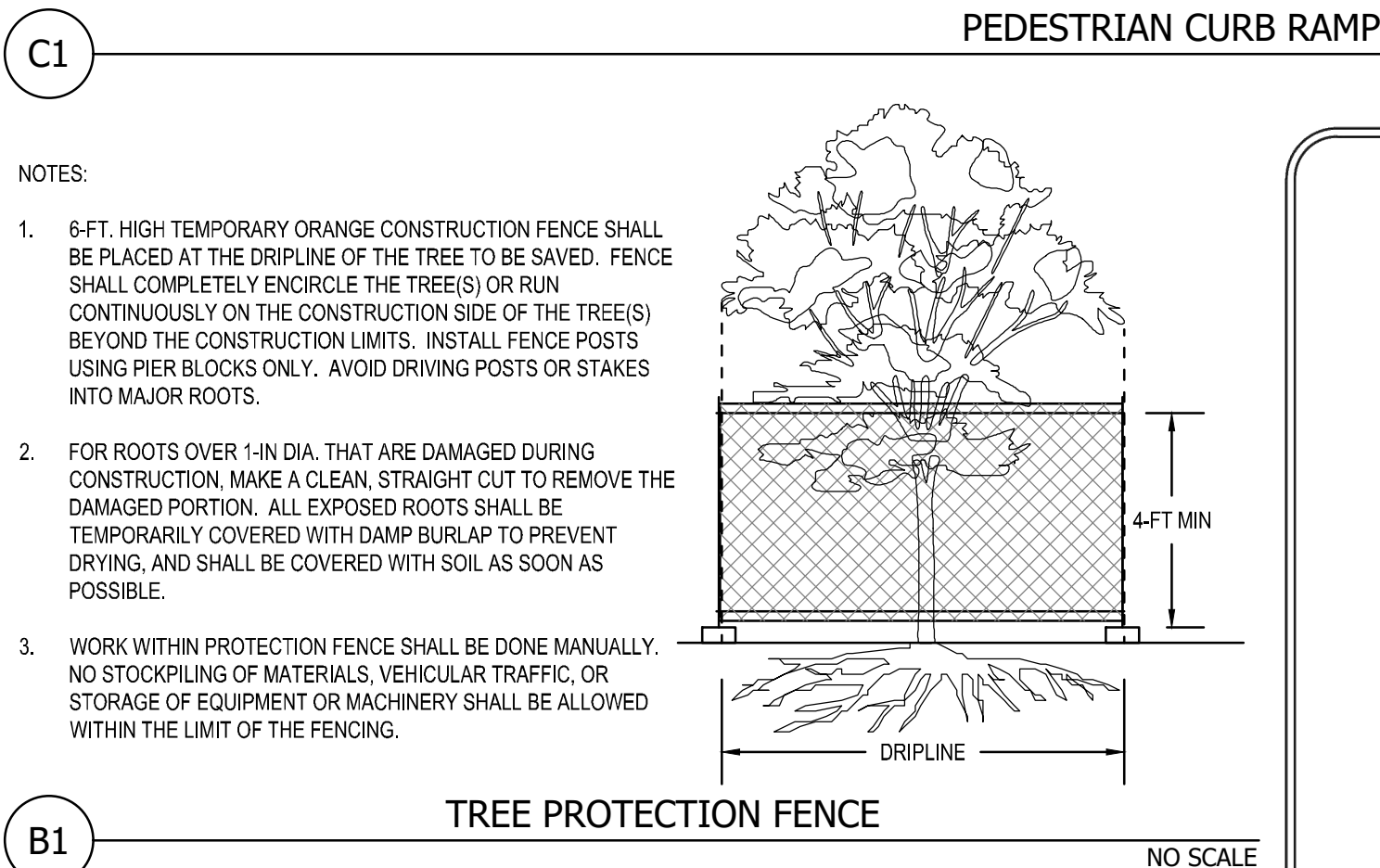
MINNETRISTA, MINNESOTA

SHEET INDEX

SITE PLAN REVIEW/  
PRELIMINARY PLAT

01/25/2024

REVISED 02/22/2024



ISSUE DATE

Elan

DESIGN LAB

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310 4TH AVE SOUTH, SUITE 1006  
MINNEAPOLIS, MN 55415

p 612.260.7980  
f 612.260.7990

www.elanlab.com

CERTIFICATION

I hereby certify that this plan, specification or report was prepared by me, or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the state of MINNESOTA.

NOT FOR CONSTRUCTION

Stephan L. Johnston DATE  
REGISTRATION NO. 18914 01/25/2024

SHEET

DETAILS

C-502

PROJECT NO.

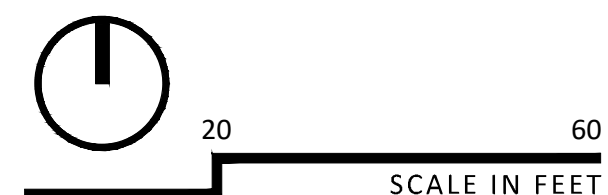
ARC23019





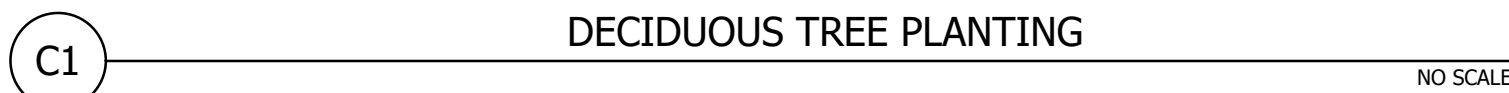


1. SEE SHEET L-501 FOR LANDSCAPE NOTES.



PROJECT NO.



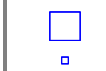
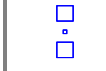





- A4 ORNAMENTAL FENCE NO SCALE



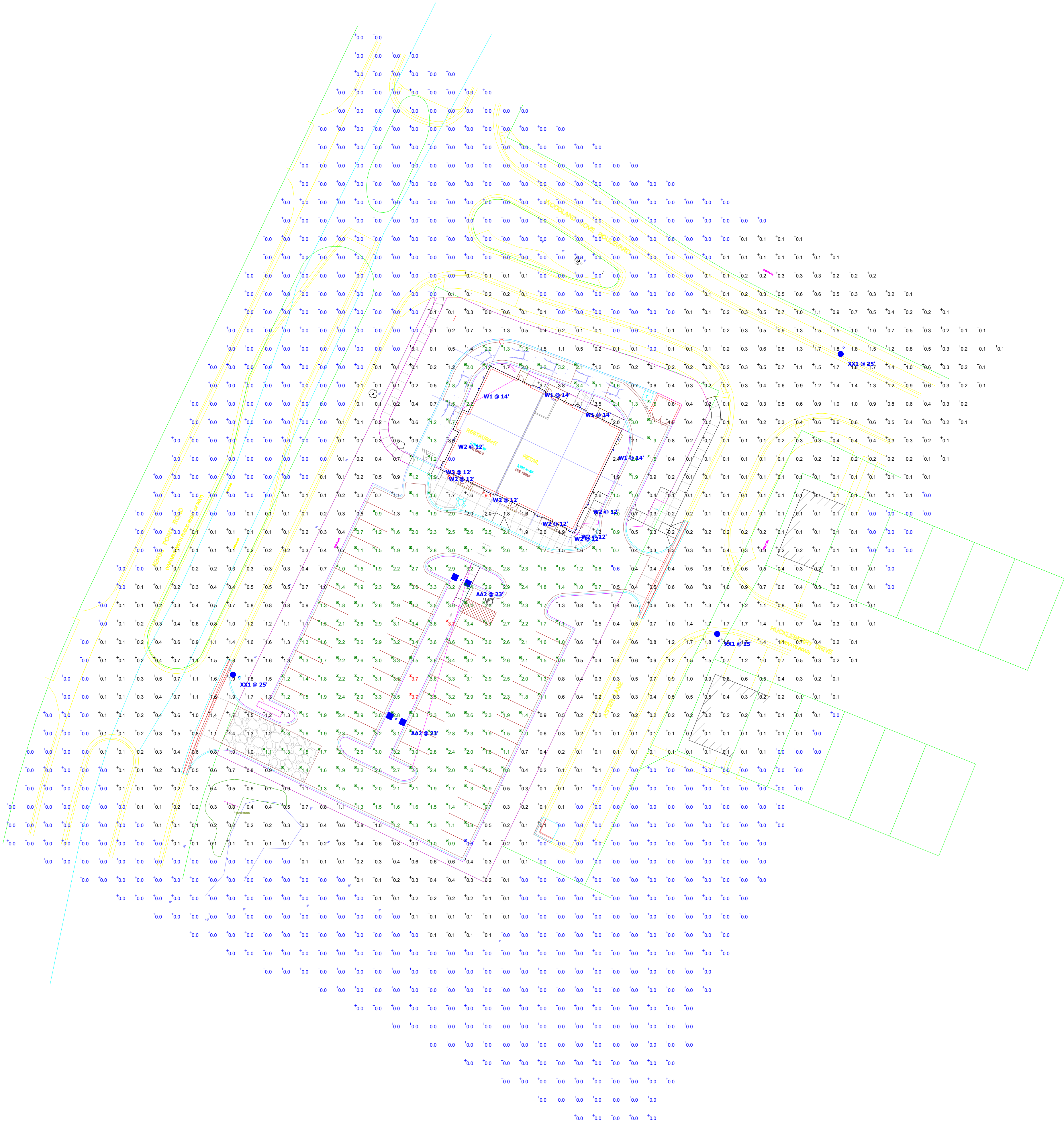
ARC23019



Schedule									
Symbol	Label	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power
	AA1	0	Lithonia Lighting	DSX1 LED P5 40K 80CRI T5M	D-Series Size 1 Area Luminaire P5 Performance Package 4000K CCT-80 CRI Type 5 Medium	1	16892	0.9	138.16
	AA2	2	Lithonia Lighting	DSX1 LED P5 40K 80CRI T5M	D-Series Size 1 Area Luminaire P5 Performance Package 4000K CCT-80 CRI Type 5 Medium	1	16892	0.9	276.32
	W1	4	Lithonia Lighting	WEDGE2 LED P4 40K 80CRI T2M	WEDGE2 LED WITH P4 - PERFORMANCE PACKAGE, 4000K, 80CRI, TYPE 2 MEDIUM OPTIC	1	4267	0.9	46.6589
	W2	8	Lithonia Lighting	OLLWU LED P1 40K 120 DDB	OUTDOOR LED WALL CYLINDER UP & DOWN LIGHT	1	1086	0.9	13.8
	XX1	3	ANP Lighting	LA193DLT3CPM90W36T340K	LA193 - HEAVY DUTY CAST ALUMINUM LUMINAIRE	1	10373	0.9	90

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Total Area Calculated @ Grade	+	0.5 fc	9.1 fc	0.0 fc	N/A	N/A
Parking and Drives	X	2.2 fc	3.7 fc	0.6 fc	6.2:1	3.7:1

- Note**
- Davis and Associates, Inc does not assume responsibility for the interpretation of this calculation, or compliance to local or state lighting codes and ordinances.
  - All readings/calculations are shown @ grade.
  - Fixtures are on a 20' pole 3' base. Wall mounted fixtures are 14' 0" A.F.G.



Plan View  
Scale - 1" = 30ft

WOODLAND COVE  
MINNETRISTA, MINNESOTA



March 7, 2024

Mr. Nickolas Olson  
City Planner  
City of Minnetrista  
7701 County Road 110 West  
Minnetrista, MN 55364

Re: Woodland Cove Commercial Development  
Final Plat Review  
ML Nos. 24002 & 24004

Dear Mr. Olson:

We have completed our review of the response and additional information that supplements the Final Plat application submittal for the proposed Woodland Cove Commercial Development/Woodland Cove 12<sup>th</sup> Addition project. The project involves grading, parking lot paving, storm sewer and stormwater BMP construction, watermain and sanitary sewer construction, and appurtenant work. The application materials were reviewed against the City's design requirements. The following items were submitted for review:

- Woodland Cove - Outlot F – Preliminary Plat Plan Set, Dated 1/25/2024, Revised set submitted 2/22/2024
- Woodland Cove 12<sup>th</sup> Addition – Final Plat
- February 22, 2024 letter from Elan Design
- Traffic comment response email dated 2/22/2024 from TC^2

The following review comments represent recommendations from an engineering standpoint appropriate for this Final Plat review. Comments from previous reviews that have been addressed are greyed out.

#### General

1. The proposed improvements include construction of a new commercial building that could serve three businesses.
2. Access to the site is proposed from both Kings Point Road via Trunk Highway 7 and Aster Lane.

#### Grading and Elevations

1. Provide Emergency Overflow elevations (EOFs) for all low points in the paved and green spaces.
  - a. Confirm freeboard requirements with adjacent building First Floor (FFE)/ Lowest Opening (LOE) Elevations. Completed.
2. Identify areas of 'tipout' curb and gutter. Completed.

#### Layout and Traffic

1. Expected trip generation for different land use types within the proposed site were compared to the planned use. The potential for a fast-food land use shows more trips than the planned use. Therefore, expected peak hour volume figures and additional analysis should be completed at the Kings Point Road intersections with TH 7 and Woodland Cove

Boulevard using the fast-food with drive-thru/ retail land use assumption for the 2025 scenarios shown in the previous Mackenthun's traffic study. **Completed.**

2. Provide an exhibit showing that intersection sight distance requirements are met at the new site access along Kings Point Road. **Completed.** Photos taken in the winter were submitted. When vegetation is leafed out sight lines will be reviewed to determine if modifications are necessary.
3. Include existing/relocated light poles on Kings Point Road, Woodland Cove, and Aster Lane on the photometric plan. **Completed.**
4. Provide turning movements for anticipated garbage and delivery vehicles. **Completed.**

### **Sanitary Sewer and Watermain**

1. Water and sanitary sewer shall be constructed in accordance with the City of Minnetrista General Specifications and Standard Detail Plates (<https://evogov.s3.us-west-2.amazonaws.com/29/media/363300.pdf>), and in accordance with the latest edition of CEAM.
2. Maintain the 8" water service through the hydrant lead tee
  - a. Install 8"x6" tee for hydrant lead with 8" to 4" reducer for building service.
3. Insulate when separation between water service and storm sewer is less than 36".
4. Provide castings for all cleanouts in impervious surfaces.
  - a. Note, paving and compaction may be difficult when cleanouts/castings are close to the concrete edge.
5. Show the utilities screened/greyed out on the landscape plan.
  - a. Appears to be potential conflict between the water service and proposed trees.
6. We recommend that the Fire Marshall review hydrant coverage and fire protection for the building with the building permit application.

### **Stormwater Management**

1. Storm sewer and/or best management practices (BMPs) shall be constructed in accordance with the City of Minnetrista's General Specifications and Standard Detail Plates (2022), Surface Water Management Plan (2018), and Design Requirements (2009). **Completed.**
2. Update the label of CB 2 on the Utility Plan to "R-3067 CASTING." **Completed.**
3. Include storm sewer design computations. Storm sewer should be designed for the 5-yr event at a minimum, with minimum and maximum velocities of 3 and 10 fps respectively. **Completed.**
4. Provide inlet design flows, particularly for CB 2 and CBMH 1. Flow shall not exceed 3 cfs in the 10-year event. **Completed.**
5. Verify whether STMH 3 is proposed as a private or public structure. **STMH 3 will be a private structure.**

The second comment under Layout and Traffic will be addressed administratively later this year. Please reach out with any questions regarding this review.



Mr. Nickolas Olson  
March 7, 2024  
Page 3

Sincerely,  
**WSB**

A handwritten signature in black ink that reads "Alyson Fauske". The signature is fluid and cursive, with the first name "Alyson" and last name "Fauske" clearly distinguishable.

Alyson Fauske, P.E.  
(612) 263-1736  
[afauske@wsbeng.com](mailto:afauske@wsbeng.com)



**RESOLUTION NO. 14-24**

**CITY OF MINNETRISTA**

**RESOLUTION GRANTING FINAL APPROVAL OF  
THE PLAT OF WOODLAND COVE 12<sup>th</sup> ADDITION  
AND CONSENT TO PARTIAL ASSIGNMENT OF  
MASTER DEVELOPMENT AGREEMENT**

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

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

WHEREAS, on September 6, 2011, the City adopted Resolution No. 113-11 granting preliminary approval of the plat of Woodland Cove; and

WHEREAS, on April 24, 2012 the City and Woodland Cove LLC and Woodland Cove II, LLC, entered into that certain Master Development Agreement (the “Master Development Agreement”), which was recorded on April 26, 2012 as document no. A9870830 in the Office of the Hennepin County Recorder and as document no. T4949298 in the Office of the Hennepin County Registrar of Titles; and

WHEREAS, the Master Development Agreement provided the overall framework for development of Woodland Cove and recognized that the subdivision would be developed in phases over time due to its size and the diversity of approved uses; and

WHEREAS, Woodland Cove II, LLC merged with and into Woodland Cove, LLC; and

WHEREAS, on December 2, 2019 the City and Woodland Cove entered into the First Amendment to Master Development Agreement; and

WHEREAS, David Lau, as Trustee of the Lau Family Trust, dated April 30, 2023, (the “Developer”) is the fee owner of the land being platted as Woodland Cove 12<sup>th</sup> Addition (the “Property”) and which is legally described in Exhibit A attached hereto; and

WHEREAS, Woodland Cove LLC and the Developer have entered into a partial assignment of the Master Development Agreement in conjunction with the sale of the Property from Woodland Cove LLC to the Developer, which assignment is subject to the consent of the City; and

WHEREAS, the Developer has now requested final approval of the plat of Woodland Cove 12<sup>th</sup> Addition and has submitted the necessary documents related to the final plat; and

WHEREAS, the City has reviewed the Developer's submission for compliance with the terms and conditions of preliminary plat approval, the Master Development Agreement and its consistency with all City ordinances and requirements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Minnetrista, Minnesota that the City makes the following findings of fact regarding the final plat of Woodland Cove 12<sup>th</sup> Addition:

1. The final plat is consistent with the terms and conditions of preliminary plat approval of Woodland Cove.
2. The final plat is consistent with the Master Development Agreement, as amended by the First Amendment.
3. The final plat is consistent with the City's comprehensive plan and, as conditioned herein, its zoning ordinance, its subdivision regulations and its other official controls.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that final approval is granted to the plat of Woodland Cove 12<sup>th</sup> Addition, subject to the following terms and conditions:

1. The Developer shall comply will all the items in the City Engineer's memorandum dated March 7, 2024;
2. The Developer shall provide a sidewalk easement in a form acceptable to the City Engineer and City Attorney;
3. Prior to constructing any improvements, the Developer must obtain all required permits from the Minnehaha Creek Watershed District, the Metropolitan Council and all other agencies having jurisdiction over the Property;
4. Three copies of the final plat, mylars, a certified copy of the final plat, and an electronic digital copy of the final plat must be presented to the City;
5. The final plat must be recorded within 180 days of the date of the plat of Woodland Cove 12<sup>th</sup> Addition is executed by the City;
6. The Developer must reimburse the City for all fees and costs incurred by the City in review of this application;
7. The Developer must provide to the City a letter of credit in the amount determined by the city engineer to be sufficient to ensure completion of the improvements required by the Subdivision Agreement prior to the commencement of construction;
8. The Developer must pay to the City the following fees prior to the execution of the mylars for the final plat of Woodland Cove 12<sup>th</sup> Addition:
  - a) Sanitary Sewer Area Charge: \$1,959.43
  - b) Water Area Charge: \$12,518.56

c) Warning Siren Fee: \$64

9. The Developer must comply with the city attorney's recommendation regarding title matters and recording procedures;
10. The mayor and city clerk are authorized and directed to execute the final plat only after notification by the city engineer that she is satisfied with the Developer's plans for the subdivision improvements and the satisfaction of all other conditions precedent specified herein.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City consents to the Partial Assignment of Master Development Agreement between Woodland Cove, LLC and David Lau, as Trustee of the Lau Family Trust, dated April 30, 2023 as it relates to Woodland Cove 12<sup>th</sup> Addition in the form attached hereto as Exhibit B.

This resolution was adopted by the City Council of the City of Minnetrista on the 18<sup>th</sup> day of March, 2024 by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

\_\_\_\_\_  
Cathleen Reffkin, Acting Mayor

ATTEST:

\_\_\_\_\_  
Ann Meyerhoff, City Clerk

(SEAL)

## **EXHIBIT A**

### Legal Description of the land being platted as Woodland Cove 12<sup>th</sup> Addition

Outlot F, Woodland Cove 3rd Addition, Hennepin County, Minnesota.

(Abstract Property)



## **EXHIBIT B**

### **Form of Partial Assignment of Master Development Agreement**

## PARTIAL ASSIGNMENT OF MASTER DEVELOPMENT AGREEMENT

THIS PARTIAL ASSIGNMENT OF MASTER DEVELOPMENT AGREEMENT (this “Assignment”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”) by and between WOODLAND COVE, LLC, a Minnesota limited liability company (“Assignor”) and DAVID LAU, AS TRUSTEE OF THE LAU FAMILY LIVING TRUST DATED APRIL 30, 2003 (“Assignee”).

### RECITALS:

Assignor and Woodland Cove II, LLC, a Minnesota limited liability company, collectively as the Developer, and the City of Minnetrista, a municipal corporation under the laws of Minnesota (the “City”) entered into that certain Master Development Agreement dated April 24, 2012, recorded April 26, 2012 as Document No. T4949298 and as Document No. A9780830, as amended by that certain First Amendment to Master Development Agreement dated December 2, 2019, recorded July 28, 2020 as Document No. T05730398 and August 4, 2020 as Document No. A10820247 (as so amended, the “Master Agreement”) regarding the real property in Hennepin County, Minnesota, now platted as Woodland Cove (the “Property”).

Assignor and Woodland Cove II, LLC subsequently merged. Assignor is the surviving entity.

Assignor, as Seller, and Assignee, as Buyer, are parties to that certain Sale and Purchase Agreement dated \_\_\_\_\_, 2023 (the “Purchase Agreement”), pursuant to which Assignee purchased from Assignor a portion of the Property on the Effective Date, which portion is described on Exhibit A attached hereto and made a part hereof (the “Assignee Parcel”).

In conjunction with the sale by Assignor and purchase by Assignee of the Assignee Parcel, Assignor desires to partially assign the Master Agreement to Assignee and Assignee desires to accept said partial assignment and assume certain obligations under the Master Agreement, as more fully set forth hereinbelow.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignor, Assignor and Assignee hereby agree as follows:

- 1.) Recitals. The foregoing recitals are correct and are incorporated herein.
- 2.) Defined Terms. Unless otherwise defined herein or unless the context otherwise requires, capitalized words and terms used in this Assignment shall have the same meanings as in the Master Agreement.
- 3.) Partial Assignment. Effective as of the Effective Date, subject to the City executing the Consent by City attached hereto, Assignor hereby assigns to Assignee all of Assignor’s rights

and interests in the Master Agreement to the extent applicable to the Assignee Parcel. Assignor and Assignee acknowledge and agree that the following obligations set forth in the Master Agreement do not apply to the Assignee Parcel: (a) the Master Plan Public Improvements set forth in Article V, including the T.H. 7 Roundabout, Kings Point Road realignment and Lotus Drive project; (b) obligations with regard to public parks and improvements, private trails and future regional trails as described in Sections 8.1, 8.3 and 8.5; (c) obligations regarding docks as provided for in Article IX; (d) obligations related to the construction of a clubhouse as described in Article X; and (e) obligations regarding the formation and operation of a homeowners association as provided for in Article XIII (collectively, the “Excluded Obligations”). Assignee hereby accepts said assignment and, effective as of the Effective Date, assumes and agrees to perform all obligations and liabilities under the Master Agreement applicable to the Assignee Parcel with the exception of the Excluded Obligations.

4.) Indemnification. Assignor agrees to indemnify and hold Assignee harmless from any and all claims, losses, damages, costs and expenses, including reasonable attorneys’ fees, incurred by Assignee resulting from the City (i) claiming that Developer (as defined in the Master Agreement) failed to comply with obligations under the Master Agreement applicable to the Assignee Parcel that Assignor was obligated to perform prior to the Effective Date of this Assignment and (ii) enforcing its remedies under the Master Agreement in connection with the same. Assignee shall promptly notify Assignor of any such claim and enforcement or threatened enforcement by the City. Assignee shall exercise commercially reasonable efforts to mitigate its losses, damages, costs, and expenses under this paragraph, including without limitation by giving Assignor the reasonable opportunity to cure any such failure, so long as Assignee is not materially adversely affected by giving Assignor the opportunity to cure any such failure.

Assignee agrees to indemnify and hold Assignor harmless from any and all claims, losses, damages, costs and expenses, including reasonable attorneys’ fees, incurred by Assignor resulting from the City (i) claiming that the Developer (as defined in the Master Agreement) failed to comply with obligations under the Master Agreement applicable to the Assignee Parcel that Assignee is obligated to perform from and after the Effective Date and (ii) enforcing its remedies under the Master Agreement in connection with the same. Assignor shall promptly notify Assignee of any such claim and enforcement or threatened enforcement by the City. Assignor shall exercise commercially reasonable efforts to mitigate its losses, damages, costs, and expenses under this paragraph, including without limitation by giving Assignee the reasonable opportunity to cure any such failure, so long as Assignor is not materially adversely affected by giving Assignee the opportunity to cure any such failure.

5.) Purchase Agreement. Nothing in this Assignment shall be deemed to amend or modify the Purchase Agreement or to be a waiver of any rights or obligations under the Purchase Agreement, to the extent still in effect.

6.) Miscellaneous. The headings used herein are for convenience only and are not to be used in interpreting this Assignment. This Assignment shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one instrument.

SIGNATURE PAGES ARE ATTACHED





STATE OF \_\_\_\_\_)  
\_\_\_\_\_) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by David Lau, as Trustee of the Lau Family Living Trust dated April 30, 2003.

Notary Public

My commission expires: \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY:  
LARKIN, HOFFMAN, DALY & LINDGREN, LTD.  
8300 NORMAN CENTER DRIVE, SUITE 1000  
MINNEAPOLIS, MINNESOTA 55437  
(952) 835-3800

EXHIBIT A  
TO PARTIAL ASSIGNMENT OF MASTER  
DEVELOPMENT AGREEMENT

Legal Description of the Assignee Parcel:

Outlot F, Woodland Cove 3<sup>rd</sup> Addition, Hennepin County, Minnesota.

**RESOLUTION NO. 15-2024**

**RESOLUTION APPROVING A SITE PLAN FROM DAVID LAU FOR THE  
CONSTRUCTION OF A 5,000 SQUARE FOOT COMMERCIAL BUILDING IN  
WOODLAND COVE**

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, a site plan review is required when an expansion or change in use is classified as a “major change” (25% or more increase in square footage of a project); and

WHEREAS, David Lau, as Trustee of the Lau Family Trust, dated April 30, 2023 (the “Applicant”) has made an application for site plan review for the construction of a 5,000 square foot commercial building in Woodland Cove (the “Property”) and which is legally described as:

Outlot F, Woodland Cove 3<sup>rd</sup> Addition, Hennepin County, Minnesota; and

WHEREAS, on February 26, 2024, the Planning Commission reviewed the proposed site plan and, after consideration of the record before it, voted 5-0 in favor of recommending approval of the proposed site plan; and

WHEREAS, on March 18, 2024, the City Council reviewed the proposed site plan, as submitted, and has made the following findings of fact

1. The proposed site plan substantially conforms with all applicable provisions of City Code;
2. The proposed site plan conforms with the Comprehensive Plan; and
3. The proposed site plan will not be detrimental to the health, safety, or welfare of the community.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Minnetrista hereby approves the requested site plan from David Lau for the construction of a 5,000 square foot commercial building in Woodland Cove, subject upon the following conditions:

1. The Applicant shall comply with all comments and recommendations provided in the City Engineer’s review memorandum dated March 7, 2024;

2. The Applicant shall obtain all necessary permits and approvals from the City and other applicable entities with jurisdiction prior to any construction and within one year of the date of approval or the site plan approval will become void and expire; and
3. The Applicant is responsible for all fees incurred by the City in review of this application.

This resolution was adopted by the City Council of the City of Minnetrista on this the 18<sup>th</sup> day of March, 2024 by a vote of \_\_\_ Ayes and \_\_\_ Nays.

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Cathleen Reffkin, Mayor

ATTEST:

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Ann Meyerhoff, City Clerk  
(SEAL)

## CITY OF MINNETRISTA

### REQUEST FOR CITY COUNCIL ACTION/DISCUSSION ITEM 4N



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**Subject:** Approve Change Order 2 for the 2023 Street Reconstruction and Utility Improvement Project, City Project 01-23

**Prepared By:** Alyson Fauske, PE, City Engineer

**Meeting Date:** March 18, 2024

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**Issue:**

Should the City approve Change Order 2 for the 2023 Street and Utility Improvement Project, City Project 01-23?

**Background/Discussion:**

On March 20, 2023 the City Council awarded the contract for the 2023 Street and Utility Improvement Project, City Project 01-23 to LaTour Construction. Change Order 1 extending the completion dates was approved October 16, 2023.

At the October 2, 2023 work session there was discussion about changing some of the boulevard restoration areas to seed due to concerns about the availability of sod. Per City Council direction sod was used for restoration in as many areas as possible. A map showing the restoration type was included in a weekly update and there were a few locations where staff adjusted the type of restoration based on resident feedback. The areas restored with seed were supplemented with a bonded fiber mix to protect the seeded area from erosion at a cost of \$7,980. The original bid did not include this item, so it is included in Change Order 2.

The project included replacement of 13 hydrants. In the areas where ditches were filled some of the new hydrants required extensions in order to get them level to the ground. The \$8,315 cost for extensions was not included in the bid price, so it is included in Change Order 2.

The remaining work to take place this spring includes planting trees (bid costs totals \$17,480.00) and completion of punch list items (corrective work on items that have already been paid for).

**Recommendation:**

Staff recommends the City Council approve Change Order 2.

**Fiscal Impact:**

Change Order 2 increases the contract amount by \$16,295.00, from \$3,336,943.42 to \$3,353,238.42. To account for construction contingencies an additional 5%, or \$166,847.17

**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.



of the bid amount was anticipated at the outset of the project. A summary of project costs is below.

Work completed to date (includes Change Order 2)	\$3,366,988.84
Estimated Spring 2024 work	<u>\$17,480.00</u>
	\$3,384,468.84
 Initial contract + 5% contingency	 \$3,503,790.59
 Amount budgeted	 \$4,180,408.59

<p><b>Recommended City Council Action:</b> Staff recommends approval of Resolution 16-24, approving Change Order 2 for the 2023 Street and Utility Improvement Project, City Project 01-23.</p>
---

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.

<b>WSB Project No. 020668-000</b>		<b>Owner Project No. 01-23</b>		<b>Change Order No. 2</b>		
Project Title/Description: 2023 Street Reconstruction and Utility Improvement Project						
Owner: City of Minnetrista						
Owner Address: 7701 County Road 110 West Minnetrista, MN 55364-9553						
Contractor: LaTour Construction, Inc.						
Contractor Address: 2134 County Rd 8 NW Maple Lake, MN 55358						
<b>Total Change Order Amount: \$16,295.00</b>						
Description:  A bonded fiber mix was used on boulevard areas restored with seed to minimize erosion. The cost for this work is \$7,980.00.  Hydrant extensions were necessary to bring some of the hydrants up to grade in the areas where the existing ditch was filled in on the project during construction. The cost for this work is \$8,315.00						
<b>Estimate Of Cost:</b> <i>(Include any increases or decreases in contract items, any negotiated or force account items.)</i>						
Group/Funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Surface		Bonded fiber mix	LB	\$1.05	7,600	\$7,980.00
Watermain		12" Hydrant Extension	EA	\$1,575.00	4	\$6,300.00
Watermain		24" Hydrant Extension	EA	\$2,015.00	1	\$2,015.00
<b>Net Change This Change Order</b>						<b>\$16,295.00</b>

<b>Due to this change, the contract time:</b> <i>(check one)</i>	
( x ) Is NOT changed	( )
Number of Working Days Affected by this Contract Change: 0	Number of Calendar Days Affected by this Contract Change: 0

Approved By Project Engineer:



Date: March 8, 2024

Approved By Contractor:

Date:

Approved By Owner:

Date:

**RESOLUTION NO. 16-24**

**CITY OF MINNETRISTA  
HENNEPIN COUNTY, MINNESOTA**

**A RESOLUTION APPROVING CHANGE ORDER 2 FOR  
THE 2023 STREET RECONSTRUCTION AND UTILITY IMPROVEMENT PROJECT  
CITY PROJECT NO. 01-23**

**WHEREAS**, on March 20, 2023 the City of Minnetrista awarded the contract for the 2023 Street Reconstruction and Utility Improvement Project, City Project 01-23 to LaTour Construction, Inc.; and

**WHEREAS**, Change Order 1 approved on October 16, 2023 changed the substantial and completion dates to October 27, 2023 and November 30, 2023, respectively; and

**WHEREAS**, some of the boulevard areas were restored with seed and supplemented with a bonded fiber matrix; and

**WHEREAS**, bonded fiber matrix was not included in the contract; and

**WHEREAS**, hydrant extensions were necessary to get some of the new hydrants level with the elevation of the boulevards; and

**WHEREAS**, hydrant extensions were not included in the contract.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Minnetrista that Change Order 2 in the amount of \$16,295.00 for 2023 Street and Utility Improvement Project, City Project 01-23 is approved.

This resolution was adopted by the City Council of the City of Minnetrista on the 18<sup>th</sup> day of March 2024, by a vote of \_\_\_\_\_ Ayes and \_\_\_\_\_ Nays.

---

Cathleen Reffkin, Acting Mayor

ATTEST:

---

Ann Meyerhoff, City Clerk

(seal)

**CITY OF MINNETRISTA**

**REQUEST FOR CITY COUNCIL  
ACTION/DISCUSSION ITEM 40**



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**Subject:** Approve Professional Services Agreement for a Pavement Management Work Plan

**Prepared By:** Gary Peters, Public Works Director

**Meeting Date:** March 18, 2024

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**Issue:**

Should the City Council approve a Professional Services Agreement for a Pavement Management Work Plan?

**Background/Discussion:**

Pavement condition inspections are typically performed every three to five years so that staff has updated information to use when recommending potential street improvement projects. The last Pavement Management Work Plan is dated September 21, 2021 and is based on data collected in 2021. City staff utilizes the data to develop the City's Capital Improvement Plan for streets, which includes a more robust budget that includes street casting adjustments, estimated curb replacement, anticipated drainage improvements, and estimated sanitary sewer and watermain repairs

Based on City Council feedback provided at the February 21, 2024 meeting the proposed Pavement Management Work Plan includes data collection, inspections and maps of the Pavement Condition Indices. The development of a report and 5 year CIP is not proposed due to the anticipated projects through 2026. The total fee for this work is \$18,289.

The timeline for the Pavement Management Work Plan is as follows:

Pavement Inspections completed.....June 30, 2024  
Deliver data and maps to City staff.....July, 2024

<p><b><u>Recommended City Council Action:</u></b> Staff recommends approval of Resolution 17-24 approving the Professional Services Agreement for the Pavement Management Work Plan.</p>
--

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.



February 29, 2024

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

Re: Pavement Management Work Plan  
City of Minnetrista, MN

I am pleased to submit this work plan on behalf of WSB to continue to implement the City of Minnetrista's pavement management system. We plan on working closely with City personnel in completing the tasks as summarized below.

### **Cost Summary**

It is proposed that this project be billed hourly on a cost not to exceed basis, with total cost not exceeding **\$18,289**. If you agree with the terms as outlined in this proposal, please sign where indicated below and return a copy to our office.

The following tasks will be completed as part of this work plan:

#### **1. Data Collection and Management**

WSB personnel will make necessary updates to the City's pavement management database using the PAVER software.

As part of this process, the City will:

- Provide a segment specific list of maintenance updates that occurred since 2021 (the last year WSB provided pavement management services) including but not limited to construction and pavement preservation projects.
- Review and provide comments on proposed street segments to be inspected. The City will verify a map of streets planned for inspection before the field inspections begin.

WSB will:

- Make any necessary segment updates of in the pavement database.
- Input maintenance history as provided by the City personnel.
- Maintain data during the duration of the project.

**Cost: \$2,500**



## **2. Detailed Inspections of City Pavement**

WSB personnel will perform visual distress surveys on the bituminous roads owned and maintained by the City of Minnetrista. This includes approximately 55 miles of bituminous roads.

WSB will:

- Observe and record roadway segment distresses utilizing vehicle mounted instrumentation with imagery and LiDAR. Supplementary data may be obtained by physically walking the pavement as needed.
- Input distress data into the PAVER database and determine the Pavement Condition Index (PCI) for each segment based on ASTM standards.
- Review the PCI data through our quality assurance and quality control processes to ensure that the data is complete and accurate.
- Create a detailed map showing the updated PCI of each roadway in 2024.
- Generate a spreadsheet detailing the route name, pavement length, pavement area, and PCI of each segment, which the City can use to assist in developing a Capital Improvement Plan (CIP)

**Cost: \$14,789**

### ***Project Timeline***

Data Collection and Management	Completed April 2024
Detailed Inspection of City Pavement	Completed June 2024
Data Deliverables and Map	Provided July 2024

Thank you for this opportunity to continue to develop the City of Minnetrista's pavement management system. I am confident that the level of service on this project will meet or exceed your expectations. If you should have any questions regarding this proposal, please contact me at 218-341-3614.

Sincerely,

WSB



Matthew Indihar, PE  
Pavement Engineer



Michael Rief, PE, DBIA  
Sr. VP of Construction Services

ACCEPTANCE: This letter represents our entire understanding of the project scope. If the City of Minnetrista is in agreement, the necessary contract documents can be provided and signed. WSB will start work upon receipt of a signed contract.

**ACCEPTED BY:**  
**City of Minnetrista**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO. 17-24**

**CITY OF MINNETRISTA  
HENNEPIN COUNTY, MINNESOTA**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR  
PAVEMENT MANAGEMENT WORK PLAN**

**WHEREAS**, the Pavement Management Work Plan is a critical tool for developing recommendations for street improvement projects; and

**WHEREAS**, the City of Minnetrista's current Pavement Management Work Plan dated September 29, 2021 is based on 2021 pavement inspections; and

**WHEREAS**, the pavement condition data contained in the Pavement Management Work Plan is recommended to be updated every three to five years.

**NOW THEREFORE, BE IT RESOLVED** that the City of Minnetrista approves a Professional Services Agreement for the preparation of a Pavement Management Work Plan update.

This resolution was adopted by the City Council of the City of Minnetrista on the 18<sup>th</sup> day of March, 2024, by a vote of \_\_\_\_\_ Ayes and \_\_\_\_\_ Nays.

\_\_\_\_\_  
Cathleen Reffkin, Acting Mayor

ATTEST:

\_\_\_\_\_  
Ann Meyerhoff, City Clerk

(seal)

# CITY OF MINNETRISTA



## CITY COUNCIL AGENDA ITEM 6A

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**Subject:** Fire District Discussion Representatives

**Prepared By:** Jasper Kruggel, City Administrator

**Meeting Date:** March 18, 2024

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**Issue:** The City of Minnetrista needs to designate a team to engage in discussions about the creation of a fire district.

**Overview:** On March 5, 2024, an initial meeting convened related to the formation of a fire district that includes the Minnetrista fire service area. This complex initiative will require a series of meetings and it has been requested that Minnetrista designate individuals to participate in these meetings and process. The individuals appointed will not have any decision-making authority, but will represent the City of Minnetrista in these meetings and report back to City Council.

**Recommended City Council Action:** Staff is recommending designating Mayor Lisa Whalen, Council Member Cathleen Reffkin, and City Administrator Jasper Kruggel as the Minnetrista representatives related to the fire district discussion.

### **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



## CITY COUNCIL AGENDA ITEM 6B

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**Subject:** Consider Approval of a Resolution Opposing State Preemption of Local Zoning Authority and State Mandated Zoning Standards.

**Prepared By:** Jasper Kruggel, City Administrator

**Meeting Date:** March 18, 2024

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**Issue:** There are a series of bills circulating this Minnesota Legislative Session related the State preempting local zoning authority and issuing State mandated zoning standards.

**Overview:** The various bills being circulated this legislative session are a threat to Minnetrista and essentially eliminate local zoning authority related to housing. Such measures would change the landscape of Minnetrista, supersede the decades of planning, and potentially cause major hardships related to infrastructure costs to the community.

The attached resolution expresses strong opposition to these bills, demanding that zoning authority continues to be locally controlled versus State mandated.

Attached to this agenda item you will find two flyers from the League of Minnesota Cities with more information about the issue and potential consequences if these bills are adopted into law.

**Recommended City Council Action:** Staff is recommending the adoption of the attached resolution. If adopted, staff will circulate this resolution with our local representatives, the House and Senate Housing Committees, and the Governor of Minnesota.

### **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.



March 4, 2024

# CITY ISSUE FACT SHEET: ZONING AND LAND USE



## Potential Consequences of “Missing Middle Housing” Bill:

- No financial support is provided for infrastructure upgrades/expansions needed for increased density, shifting the costs on taxpayers.
- Residents would no longer be able to voice concerns regarding developments at public hearings.
- Cities may need to buy new equipment and resize infrastructure if new residential buildings are taller than what their existing infrastructure can handle.
- Solar panels on homes and businesses may be blocked by buildings as tall as 150 feet.

## Protecting Cities’ Zoning and Land Use Authority

Legislation has been introduced that would undermine the abilities of city officials and their residents to make their own decisions about zoning and land use. The “Missing Middle Housing” bill, HF 4009, SF 3964, and SF 3980, increases housing density and take away cities’ rights to make zoning and land use decisions that best fit their communities’ needs.

### WHAT’S IN THE BILL:

- Forces administrative approvals of projects that meet standards and prohibits public input in the approval process.
- Limits minimum lot size requirements to no greater than 2,500 square feet for first class cities and 4,000 square feet for all other cities except for cities with populations less than 10,000.
- Requires all cities to accept Accessory Dwelling Units on all residential lots regardless of size and allows property owners to subdivide their lots by right.
- Sets a base level for density allowed on any residential lot by right—regardless of size—at 2 units statewide and 4 units in first class cities.



# CITY ISSUE FACT SHEET

## Protecting Cities' Zoning and Land Use Authority (Continued)

### WHAT'S IN THE BILL (CONTINUED):

- Prohibits off-street parking from being required close to major transit stops and limits off-street parking minimum requirements to 1 spot per unit in other areas.
- Allows multi-family dwellings to be constructed in any zoning district that allows commercial activity as tall as the tallest commercial or residential structure within ¼ mile radius of the parcel up to 150 feet in height or the local height restriction, whichever is higher.
- Broadly prohibits design standards for residential development and eliminates minimum square footage and floor area ratio requirements.



### FOR MORE INFORMATION:

**Daniel Lightfoot**

LMC Intergovernmental  
Relations Representative  
(651) 281-1295  
dlightfoot@lmc.org

**[lmc.org](http://lmc.org)**



### OUR ASKS/SOLUTIONS:

- **State framework around zoning and land use must allow for locally led reforms.**
- **Cities that have put in years of work to address zoning at the local level should not have to replace their locally led efforts with a state mandated framework.**
- **The state must provide tools and resources for cities to make progress toward housing targets based on real numbers and should not penalize cities for market forces outside their control.**
- **Framework should hold the developer community accountable to actually build units that are affordable.**
- **Projects for additional density must consider infrastructure capacity and provide cities with the ability to finance the infrastructure necessary to support new residential development without relying on the property tax base.**



# Consequences Cities and Residents Face from Housing Legislation

## Oppose the Missing Middle Housing Bill

Minnesotans should be aware of the potential consequences of housing legislation being pushed forward at the State Legislature. The legislation, known as the Missing Middle Housing bill, would take away cities' rights to make zoning and land use decisions that best fit their locally-identified needs. The legislation would also silence residents who have concerns over new developments being built in their neighborhoods.

Lawmakers may believe they know what is best for all Minnesota cities, but they have overlooked the consequences our cities and residents will be forced to deal with if the Missing Middle housing legislation becomes law.

### INSUFFICIENT INFRASTRUCTURE

The legislation would allow developers to build 6-10 types of "middle housing" (duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, and cottage housing) on any residential lot. Most cities' infrastructure including water and sewer systems does not currently support adding high-density buildings to residential lots.



### Consequence

**Cities would need to upgrade and/or expand their water and sewer infrastructure. The state does not plan to provide financial support for these infrastructure requirements, which means cities may have to turn to taxpayers to pay for necessary infrastructure upgrades.**



# Consequences (Continued)

## LIMITED COMMUNITY INPUT

This legislation would require cities to adopt an “administrative review process” that prohibits public hearings in most cases unless the proposed development impacts a lot located in a historic district. This required review process means city leaders would be forced to make decisions about new developments without hearing from impacted residents.



### Consequence

**Residents would no longer be able to voice their concerns regarding new developments that affect their property and neighborhood during public comment periods of city council or other public hearings.**

## PUBLIC SAFETY AND ENVIRONMENTAL IMPACTS

Cities would have to allow smaller homes to be built on single-family lots, regardless of lot size. They would also have to allow 2-10 units on lots as small as 2,500 square feet and allow multi-family dwellings to be constructed in any commercial area. The dwellings could be as tall as the tallest commercial or residential structure within ¼ mile radius up to 150 feet in height or the local height restriction, whichever is higher.



### Consequences

- **Emergency medical services and fire departments’ access to homes will be restricted if multiple units are on a lot that was originally designed for one home without adequate spacing, setbacks, or access to dwelling units.**
- **Many cities lack the equipment and infrastructure to support tall multifamily developments in areas that were not planned for building of that size and scale. These cities would have to buy new equipment to assist residents in an up to 150-foot building—adding another major expense to fire departments that are already struggling to afford up-to-date equipment.**
- **Solar panels on homes and businesses may be blocked by taller neighboring buildings.**

## MAKE YOUR VOICE HEARD

Contact your legislators to ask them to oppose the Missing Middle Housing bill.

**lmc.org**

March 6, 2024

## **RESOLUTION NO. 18-24**

### **RESOLUTION OPPOSING STATE PREEMPTION OF LOCAL ZONING AUTHORITY AND STATE MANDATED ZONING STANDARDS.**

**WHEREAS**, a series of legislative bills, including HF 4009, HF 4010, HF 3168, HF 2235, SF 3964, SF 3303, SF 3080 and SF 3980, among others and hereinafter referred to as “the Bills”, proposes to preempt local zoning authority to direct the development of housing by mandating broad and blunt State zoning standards for all cities in the metropolitan area, including Minnetrista, and many cities in greater Minnesota; and

**WHEREAS**, the Bills remove resident participation in the democratic process by imposing administrative approval of significant subdivision and development applications and thereby eliminating the ability of residents to petition their local or any elected officials in a public forum regarding the impacts of an application on them or their community; and

**WHEREAS**, land development has significant and wide-ranging implications on the local and regional environment, transportation facilities, public and private utilities, schools, and public safety operations, among many other systems; and

**WHEREAS**, the development standards mandated by the Bills are unreasonable, impractical, and fail to comprehensively consider the environmental, social, and economic impacts of its mandates; and

**WHEREAS**, Minnetrista supports providing a range of housing options for people of all incomes and at all stages of life, as evidenced by zoning regulation amendments for elderly housing, changes to its PUD ordinance supporting elderly housing, the allowance of Accessory Dwelling Units on any residential parcel by conditional use permit, and considering changes to its zoning regulations and map to facilitate high-density residential uses in alignment with its comprehensive land use plan; and

**WHEREAS**, the City of Minnetrista recognizes that local control and public input are critical democratic attributes that should not be infringed upon; and

**WHEREAS**, zoning decisions are hyper-local and cities engage their residents to develop unique and innovative development and infrastructure that reflect local attributes, values, conditions, and goals, as well as comprehensively consider and plan for infrastructure investments to support planned and managed development; and

**WHEREAS**, Minnetrista - although a metropolitan area city - exemplifies a community where development and infrastructure patterns limit the ability to achieve the mandates set for in the Bill, notably municipal water serves only half the community, many roads are built to rural standards with no shoulders, curbs, sidewalks, transit options or adequate width for on-street parking; and



**WHEREAS**, the Minnetrista City Council finds that the broad and blunt statutory requirements in the Bill fail to consider or address such development and public improvement patterns, and if imposed, will result in unintended and negative outcomes for residents; and

**WHEREAS**, the Minnetrista City Council finds that no analysis has been conducted to understand how the Bills' mandates will impact the environment, transportation facilities, public and private utilities, schools, local government finances, and public safety operations; and

**WHEREAS**, the Minnetrista City Council finds the Bills infringe on the democratic rights of residents to participate in decisions that directly impact their properties, neighborhood, and quality of life; and

**WHEREAS**, the Minnetrista City Council finds the Bills infringe upon resident input and engagement which is crucial to the democratic process, and where resident access to government happens most frequently and effectively at the local level; and

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA**, that the City of Minnetrista opposes the Bills, any future versions of the Bills, and any bills which preempt a local unit of government's decision-making authority, eliminates resident participation in the democratic process, and imposes State mandated zoning standards.

This resolution was adopted by the City Council of the City of Minnetrista on the 18<sup>th</sup> day of May, 2024, by a vote of \_\_\_\_ Ayes and \_\_\_\_ Nays.

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Cathleen Reffkin, Acting Mayor

ATTEST:

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Ann Meyerhoff, City Clerk

(seal)

## CITY OF MINNETRISTA



### CITY COUNCIL AGENDA ITEM 6

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**Subject:** Accept Bids and Award Contract for the 2024 Overlay Project, City Project No. 01-24

**Prepared By:** Chris Bunders, PE, Project Manager

**Meeting Date:** March 18, 2024

**Attachments:** Map, Letter of Recommendation

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#### **Issue:**

The City received and opened bids for the 2024 Overlay Project, City Project No. 01-24. A resolution accepting bids and awarding a contract for this project is provided for Council consideration of approval.

#### **Overview:**

The 2024 Street Improvement Project, City Project 01-24, was initiated by the City Council at their October 2, 2023, regular meeting when they passed Resolution 97-23, Authorizing Professional Services for the mill and overlay of Ambjor Lane, Hermitage Circle, Hermitage Trail, Stonebridge Lane, and Nike Road. This work is collectively referred to as the 2024 Mill and Overlay Project and generally consists of milling a portion of the existing roadway and paving a new surface. A small amount of curb and gutter removal and replacement is proposed. The pedestrian ramps along Hermitage Trail do not need to be replaced and storm sewer improvements are not proposed within any of the project areas.

The bid opening was held on February 21, 2024. The City received eight bids. A bid tabulation summary, letter of recommendation of award, and resolution is enclosed for Council consideration of award. The lowest responsive bid was received from Wm. Mueller & Sons of Hamburg, Minnesota in a grand total bid amount of \$287,106.70. Wm. Mueller & Sons has satisfactorily completed street projects of this type and was the paving contractor on Minnetrista's 2023 Street and Utility Improvement Project.

#### **Fiscal Impact:**

The project as-bid, in the grand total amount of \$287,106.70 is a unit price contract, meaning that the contractor is paid for the actual contract units constructed. The improvements are proposed to be funded through City Funds. The estimated total cost for the project is \$390,272.04, which includes a 5% construction contingency, authorized

#### **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.

indirect costs to-date and the proposed construction services costs. The pre-bid estimated cost was \$452,666.34 including 20% indirect costs and a 5% construction contingency. The majority of the difference between the engineer's opinion of probable cost and the low bid was mobilization, cost for blacktop, and cost for topsoil.

**Recommended City Council Action:** Staff recommends approving Resolution No. 19-24\_\_\_\_, accepting bids for the 2024 Overlay Project, City Project No. 01-24.

**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.



February 22, 2024

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

Re: 2024 Mill & Overlay Project  
City of Minnetrista Project No. 01-24  
WSB Project No. 023861-000

Dear Mayor and Council Members:

Bids were received for the above-referenced project on Wednesday, February 21, 2024, and were opened and read aloud at an online bid opening meeting. A total of 8 bids were received. The bids were checked for mathematical accuracy and tabulated and there are no errors made on the Proposal Form. The Engineer's Estimate was \$359,259.00. The bid tabulation indicates the low bidder as Wm. Mueller & Sons, Inc., Hamburg, MN, in the amount of \$287,106.70.

We recommend that the City consider these bids and award a contract to Wm. Mueller & Sons, based on the results of the bids received.

Sincerely,

WSB

Chris Bunders, PE  
Project Manager

Enclosure

tw

**RESOLUTION NO. 19-24**

**RESOLUTION RECEIVING BIDS AND AWARDING A CONTRACT FOR THE  
2024 OVERLAY PROJECT, CITY PROJECT NO. 01-24**

**WHEREAS**, the City Council of Minnetrista previously directed the City Engineer to advertise for bids for the 2024 Overlay Project, City Project No. 01-24; and

**WHEREAS**, bids were publicly received, opened, and read aloud on February 21, 2024.

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

1. All bids for the construction of the 2024 Overlay Project, City Project 01-24 have been received and are tabulated on the attached summary.
2. The total bid of Wm. Mueller & Sons, in the amount of \$287,106.70, for the construction of said improvements, is in accordance with the plans and specifications and advertisement for bids and is the lowest responsible total bid.
3. The Mayor and Clerk are hereby authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Minnetrista.
4. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposit of the successful bidder and the next two lowest bidders shall be retained until a contract has been executed.

This resolution was adopted by the City Council of the City of Minnetrista on the 18<sup>th</sup> day of March 2024, by a vote of \_\_\_\_\_ Ayes and \_\_\_\_\_ Nays.

\_\_\_\_\_  
Cathleen Reffkin, Acting Mayor

ATTEST:

\_\_\_\_\_  
Ann Meyerhoff  
City Clerk

(seal)



# CITY OF MINNETRISTA



## CITY COUNCIL AGENDA ITEM 6C

---

**Subject:**           **Proposal for Professional Construction Engineering Services for the 2024 Mill and Overlay Project (City Project No. 01-24)**

**Prepared By:**   Gary Peters, Public Works Director

**Meeting Date:**  March 18, 2024

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### **Issue:**

Should the City Council accept the professional services proposal for construction engineering services for the 2024 Mill and Overlay Project, City Project No. 01-24.

### **Overview:**

On January 22, 2024, The City Council passed resolution 4-24, approving plans and specifications and authorizing the advertisement for bids for the 2024 Mill and Overlay Project, City Project 01-24. The City received bids on February 21, 2024, and award of the contract is on the March 18, 2024 City Council agenda.

As part of the engineering services for the project, Staff requested a professional services proposal from WSB to perform construction engineering services. Construction engineering services are identified in the attached letter proposal. The fee estimate assumes that a construction observer will only be present for six hours per day, five days per week for two weeks, and four hours per day, five days per week for an additional week. WSB has provided the scope of services and estimated fees in the amount not to exceed \$22,085 without prior Council authorization.

### **Fiscal Impact:**

The improvements are proposed to be funded through a combination of City Funds. The construction bid amount is \$287,106.70 and proposed indirect costs at 20% are within the indirect costs identified in the resolution declaring costs.

### **Recommended City Council Action:**

Staff recommends approving Resolution No.20-24, approving the professional services proposal with WSB for construction services for the 2024 Mill and Overlay Project (City Project No. 01-24)

### **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.

Fee Estimate for Professional Engineering Services  
2024 Mill and Overlay Project  
City Project 01-24  
City of Minnetrista



		Senior Project Manager / City Engineer	Project Manager	Project Lead Inspector	Assitant Project Inspecto	Public Engagement	Administrative Assistant	Total Hours	Total Fee
		Alyson Fauske	Chris Bunders	Matt Havlik	TBD	Johnny Ware	Amy Rein		
		\$ 237.00	\$ 176.00	\$ 177.00	\$ 123.00	\$ 108.00	\$ 123.00		
Phase	TASKS							Total	
PROJECT MANAGEMENT	Project Management	4	8					12	\$2,356.00
CONTRACT ADMINISTRATION	Pre-Construction Conference		2	2				4	\$706.00
	Weekly Meeting		4					4	\$704.00
	Monthly Pay Estimates		2				5	7	\$967.00
CONSTRUCTION INSPECTION SERVICES	Construction Inspection*			10	70			80	\$10,380.00
*Assumes 2 weeks @ 30 hrs/wk	Punchlist / Final Inspection			4				4	\$708.00
plus 1 weeks @ 20 hrs/wk									
PUBLIC ENGAGEMENT	Public Engagement					8			\$864.00
<b>Total Estimated Fee</b>									<b>\$16,685.00</b>
<b>Total Hours</b>		<b>4</b>	<b>16</b>	<b>16</b>	<b>70</b>	<b>8</b>	<b>5</b>	<b>119</b>	

Hourly Rates	\$237.00	\$176.00	\$177.00	\$123.00	\$108.00	\$123.00	
<b>Labor Total</b>	<b>\$948</b>	<b>\$2,816</b>	<b>\$2,832</b>	<b>\$8,610</b>	<b>\$864</b>	<b>\$615</b>	<b>\$16,685.00</b>
Material Testing							\$4,990.00
Permits- Hennepin County							\$410.00
<b>Total Expenses</b>							<b>\$5,400.00</b>

<b>Total Project Fee</b>	<b>\$22,085.00</b>
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**RESOLUTION NO. 20-24**

**RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT  
FOR THE 2024 MILL AND OVERLAY PROJECT,  
CITY PROJECT NO. 01-24**

**WHEREAS**, the City of Minnetrista awarded the construction contract for the 2024 Mill and Overlay Project, City Project 01-24; and

**WHEREAS**, it is proposed to approve a professional services agreement for the construction services for the 2024 Mill and Overlay Project, City Project 01-24.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA**, that the professional services agreement between the City and WSB for construction services for the 2024 Mill and Overlay Project, City Project 01-24 is approved.

This resolution was adopted by the City Council of the City of Minnetrista on the 18<sup>th</sup> day of March, 2024, by a vote of \_\_\_\_\_Ayes and \_\_\_\_\_Nays.

\_\_\_\_\_  
Cathleen Reffkin, Acting Mayor

ATTEST:

\_\_\_\_\_  
Ann Meyerhoff  
City Clerk

(seal)

## CITY OF MINNETRISTA

### CONSENT AGENDA ITEM 6D

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**Subject:** Approve Professional Services Agreement and Authorize Preparation and Distribution of the Quote Package for the 2024 Pavement Maintenance Project, City Project 02-24

**Prepared By:** Gary Peters, Public Works Director

**Meeting Date:** March 18, 2024

**Attachments:** Maps of proposed project

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**Issue:**

Should the City Council approve a Professional Services Agreement for the 2024 Pavement Maintenance Project, City Project 02-24?

**Background/Discussion:**

The streets proposed for the 2024 Pavement Maintenance Project have been identified by Public Works and Engineering staff and the improvements have been budgeted within the City's Road Maintenance budget for 2024. A summary of the proposed maintenance activities are listed below and are based on the pavement condition index (PCI), age, and visual inspection:

- Crack fill of 0.6 miles of streets
- Crack fill and reclamite of 1.1 miles of streets
- Crack fill, fog seal and seal coat of 0.8 miles of streets
- Fog seal the two parking lots in Lisle Park
- Fog seal the 577 ft paved portion of the trail in Slow Creek Park.

The total estimated project cost of the improvements is \$122,212.15. The project will be funded by the Road Maintenance Fund. The contract will include unit price work for crack filling by the linear foot. If some streets require more linear feet of crack filling than anticipated, it may necessitate that some other streets are postponed until the 2025 Pavement Maintenance Project in order to keep the project on budget.

**Conclusion:**

Staff is recommending Council approve the proposal for the professional services from WSB for the 2024 Pavement Maintenance Project.

**Fiscal Impact:**

**Mission Statement:**

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

The attached Professional Services Agreement summarizes the scope and fee to prepare a quote package for contractors and to administer construction services. Part time construction observation (28 hours over a two-week timeframe) is included in the proposed scope. The proposed fee for design is hourly not-to-exceed. The proposed construction administration fee is an estimate based on the anticipated hours required and is dependent on the contractor's ability to complete the work on schedule. WSB is proposing to complete the work on a cost-reimbursable basis in accordance with their current fee schedule. Fees for design and estimated construction services are itemized below:

Design	\$ 8,000
Construction Services	\$ 9,000
<b>Total</b>	<b>\$ 17,000</b>

The proposed timeline for the project is as follows:

Approve Professional Services Agreement; Authorize  
Preparation & Distribution of Quote Package ..... March 18, 2024  
Accept Quotes and Award Contract ..... May 20, 2024  
Pavement Maintenance Activities are Employed ..... Summer, 2024

**Recommended City Council Action:** Staff recommends approval of Resolution 21-24 approving the Professional Services Agreement and Authorizing Preparation and Distribution of the Quote Package for the 2024 Pavement Maintenance Project, City Project 02-24.

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.





March 18, 2024

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

Re: Proposal for Professional Services  
2024 Pavement Maintenance Project

Dear Honorable Mayor and Council Members:

WSB is pleased to provide you with our proposal for design and construction services for the 2024 Pavement Maintenance Project.

### **Project Understanding**

The streets, parking lots, and trail proposed for the 2024 Pavement Maintenance Project have been identified by Public Works and Engineering staff and the improvements have been budgeted within the City's Road Maintenance budget for 2024. The pavement maintenance technique varies by street and depends on the pavement condition index (PCI), age, and visual inspection. The proposed project entails the following maintenance activities:

- Crack fill of 0.6 miles of streets
- Crack fill and reclamite of 1.1 miles of streets
- Crack fill, fog seal and seal coat of 0.8 miles of streets
- Fog seal the two parking lots in Lisle Park
- Fog seal the 577 ft paved portion of the trail in Slow Creek Park.

The total estimated project cost of the improvements is \$122,212.15. The project will be funded by the Road Maintenance Fund. Pavements proposed to receive maintenance are shown on the attached maps.

Pavement maintenance technique descriptions:

1. Crack filling

The streets identified are experiencing minor pavement distresses, such as transverse and longitudinal cracking, which can be typical of streets that are 6-10 years old. Some streets are older and have been overlaid within the last couple of years, and preexisting cracks are now reflecting through the newly overlaid pavement. The proposed crack filling improvements will help preserve the streets and extend their useful life by limiting the amount surface drainage entering the pavement section. The contract will include unit price work for crack filling by the linear foot. If some streets require more linear feet of crack filling than anticipated, it may necessitate that some other streets are postponed until the 2025 Pavement Maintenance project in order to keep the project on budget.

2. Pavement reclamite

Pavement reclamite involves applying a petroleum product to the surface of asphalt pavement within a six years of new asphalt pavement being installed. The product has

the ability to absorb and penetrate into the pavement and restore pavement properties that have been lost early in the oxidation process. Pavement reclaiming techniques have not been utilized in the City of Minnetrista, however Public Works and Engineering staff are interested in incorporating this process into the life cycle of newly paved streets. MnDOT, Lakeville, Woodbury, St. Michael, and other agencies are utilizing pavement reclaiming as part of their pavement management program. The anticipated cost of pavement reclaiming techniques is less than \$2 per square yard, which is typically what a seal coat application costs.

3. Fog sealed chip seal

The chip sealing process involves an application of a uniform layer of emulsified Asphalt immediately followed by applying a layer of cover aggregate across the pavement surface. Applying a chip seal immediately followed by a fog seal (additional asphalt emulsion layer) extends the life of a traditional standalone chip seal project with some additional benefits. The fog seal over a chip seal provides for better chip retention resulting in a more durable surface and reducing the complaints from the public of chipped windows and rocks being tracked off the project. The public has been found to have a more positive opinion of the fog sealed chip seal projects because they appear as if the road was just overlaid at a reduced price and far less impact to roadway users.

**Proposed Services**

***Task 1 - Design:***

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

**1 . 1** 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: The plans will consist of the maps attached, showing project location, proposed improvements legend and aerials. The Public Works Director authorized preparation of these maps so that the scope of proposed work could be easily identified and modified in preparation for this proposal.

Specifications: Project Quote Form  
Contractor Requirements  
Contract for Construction  
Insurance Requirements  
Performance and Payment Bonds  
Special Provisions

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

**1 . 2** 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.

**1 . 3** Coordinate the solicitation for quotes, including addressing questions from contractors, preparation of any necessary addendums, evaluation and tabulation of quotes, preparation of quote results letter for consideration of award of the contract,

and presentation of the quote results to the City Council. Following a successful award of contract, WSB will prepare a notice of award.

***Task 2 – Construction Services:***

WSB will provide construction services for the construction phase of the project. Construction services generally consist of construction administration, observation, preparation of payment vouchers, documentation and reporting of the construction process, progress meetings, and executing project close-out.

The construction services fee is dependent upon the construction timelines and the level of on-site representation necessary for the completion of the work. For the purpose of this proposal, we have based a budgetary estimate of construction to span two weeks with part-time, on-site construction representation totaling 28 hours.

**Proposed Schedule**

We are available to start the design immediately upon your approval. WSB proposes the following work schedule:

Approve Professional Services Agreement; Authorize	
Preparation & Distribution of Quote Package .....	March 18, 2024
Accept Quotes and Award Contract.....	May 20, 2024
Pavement Maintenance Activities are Employed.....	Summer, 2024

**Proposed Fee**

We are proposing to complete the work on a cost-reimbursable basis in accordance with our current fee schedule. The fee for design is not-to-exceed, while the estimated fee for construction services is based on the anticipated hours required for administering and inspecting construction and is dependent on the contractor's ability to complete the work on schedule.

Fees for design and construction services are itemized below:

Design	\$	8,000
Construction Services	\$	9,000
<b>Total</b>	<b>\$</b>	<b>17,000</b>

We will review our progress monthly and will not exceed the amounts indicated without prior Council approval should the scope of the project change or the construction schedule be extended beyond one week.

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 763.762.2816 if you have any questions.

Sincerely,

**WSB**



Chris Bunders, PE  
Project Manager



Morgan Dawley, PE  
Senior Director of Municipal Services

Attachments – WSB Fee Estimate

cc: Gary Peters, Public Works Director  
Alyson Fauske, City Engineer

**PROPOSAL FOR:**

**Design and construction services – 2024 Pavement Maintenance Project**

**ACCEPTED BY:**  
**City of Minnetrista, MN**

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Fee Estimate for Professional Engineering Services  
2024 Pavement Maintenance Project  
CP No. 02-24  
City of Minnetrista



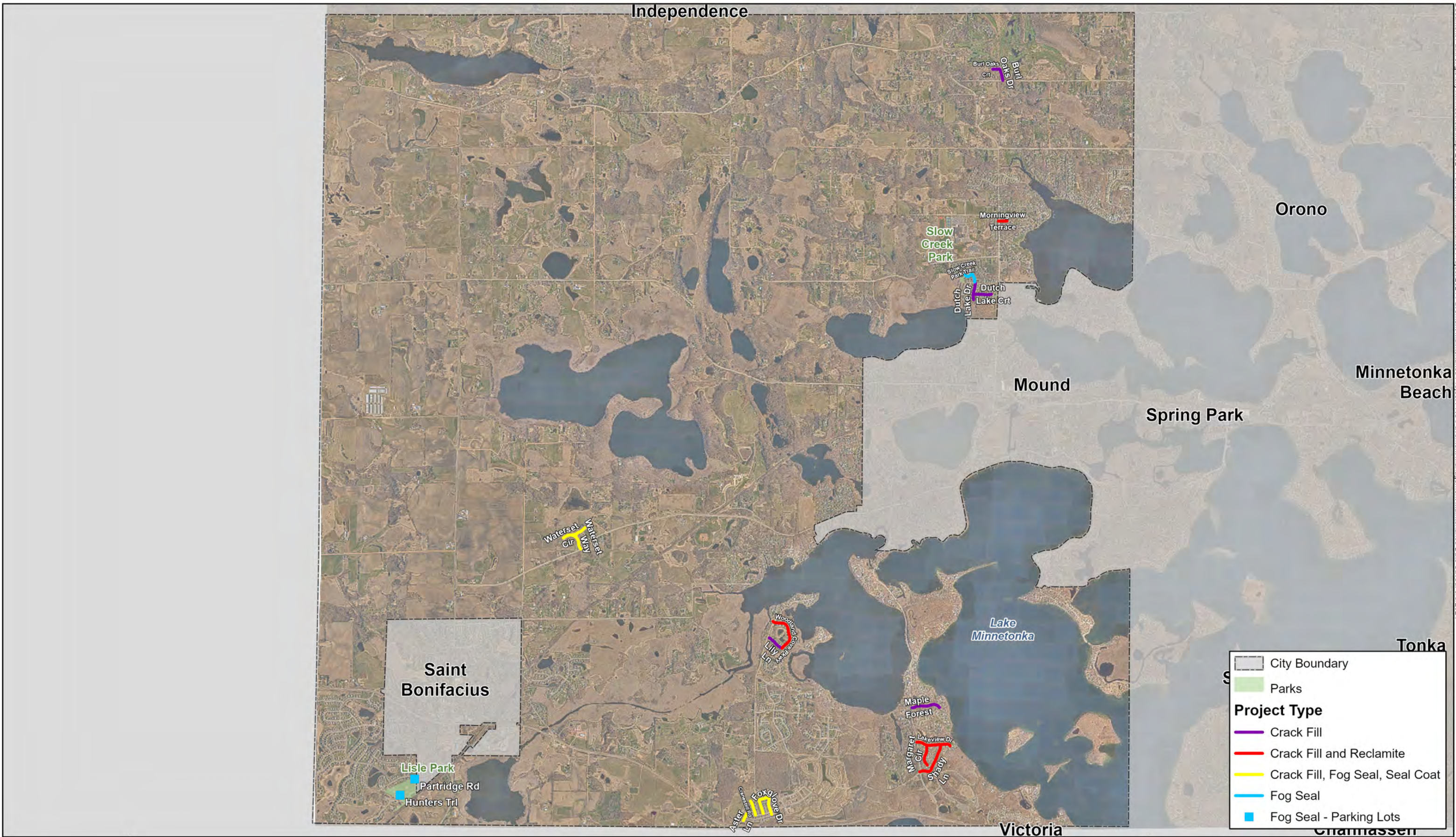
		Senior Project Manager	Project Manager	Project Engineer	Pavement Specialist	GIS Specialist	Construction Observer	Office Technician	Total Hours	Total Fee
		Alyson Fauske	Chris Bunders	Cameron Kline	Paul Kyle	Mike Phillippi	Matt Havlik	Amy Rein		
		\$ 237.00	\$ 176.00	\$ 121.00	\$ 194.00	\$ 122.00	\$ 177.00	\$ 123.00		
Phase	TASKS								Total	
001 Design	Project Management		5						5	\$868
	Meetings with City (1)	1	1						2	\$413
	Design			6	2	2			10	\$1,358
	Specifications		4	4	2			3	13	\$1,945
	Engineer's Opinion of Probable Cost			4					4	\$484
	Quotes		8					3	11	\$1,777
	QA / QC	1	1		2		2		6	\$1,155
002 Construction Services	Project Management	1	5						6	\$1,200
	Meetings (1)	2	2				2		6	\$1,180
	Construction Observation						28		28	\$4,956
	Pay Vouchers (1)		2					1	3	\$475
	Project Closeout	1	2				2	2	7	\$1,189
Total Estimated Fee										\$17,000
Total Hours		6	30	14	6	2	34	9	101	

Hourly Rates	\$237.00	\$176.00	\$121.00	\$194.00	\$122.00	\$177.00	\$123.00	
Labor Total	\$1,422	\$5,351	\$1,694	\$1,164	\$244	\$6,018	\$1,107	\$17,000

Expenses								
Misc Expenses								
Total Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0

Total Project Fee	\$17,000
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# 2024 Pavement Management Maintenance Project

Overview  
Minnetrista, MN

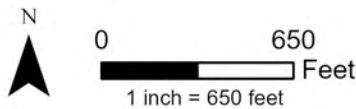




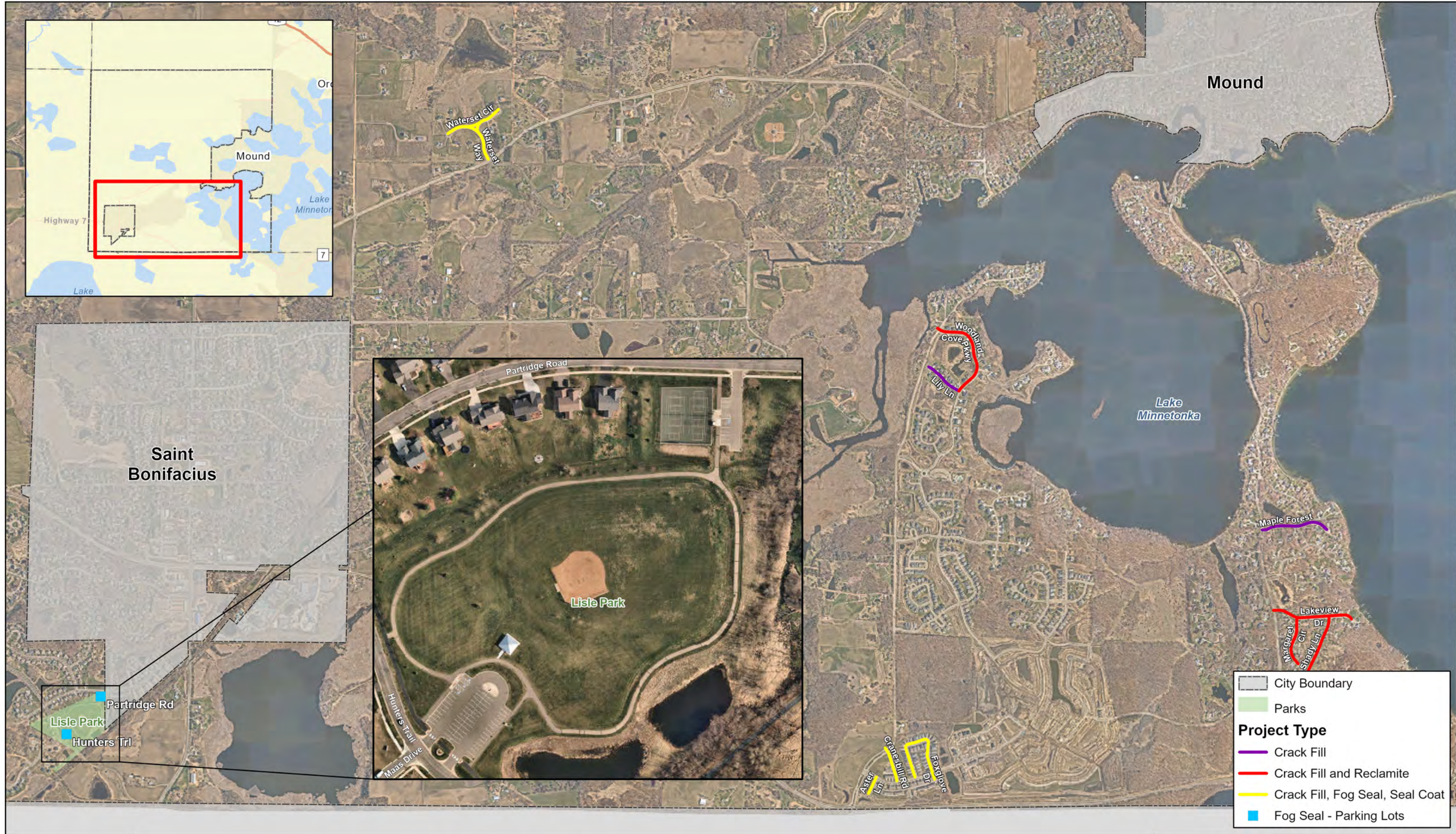


## 2024 Pavement Management Maintenance Project

Northern Section  
Minnetrista, MN









**RESOLUTION NO. 21-24**

**CITY OF MINNETRISTA  
HENNEPIN COUNTY, MINNESOTA**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT AND  
AUTHORIZING THE PREPARATION AND DISTRIBUTION OF THE QUOTE  
PACKAGE FOR THE 2024 PAVEMENT MAINTENANCE PROJECT  
CITY PROJECT 02-24**

**WHEREAS**, the Public Works Department has identified roadways in need of maintenance in the form of crack filling, fog seal, chip seal and pavement reclamite.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Minnetrista

1. That the professional services agreement for the 2024 Pavement Maintenance Project, City Project 02-24 is approved, and
2. The preparation and distribution of the quote package for the 2024 Pavement Maintenance Project, City Project 02-24 is hereby authorized.

This resolution was adopted by the City Council of the City of Minnetrista on the 18<sup>th</sup> day of March, 2024, by a vote of \_\_\_\_\_ Ayes and \_\_\_\_\_ Nays.

\_\_\_\_\_  
Cathleen Reffkin, Acting Mayor

ATTEST:

\_\_\_\_\_  
Ann Meyerhoff, City Clerk

(seal)