



**CITY COUNCIL MEETING AGENDA**  
**May 6, 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: 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

**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 April 15, 2024

b) Approve City Council Regular Meeting Minutes from April 15, 2024

c) Approve Liquor License Renewals

d) Res. No. 37-27 Approve Claims

e) Approve Bucket Broom Purchase

f) Approve Amendment to Public Works 2024 Equipment Capital Improvement Project

g) Approve Hydro-Excavating Trailer Purchase

h) Approve Garage Door Maintenance Contract – Three-Year Agreement

i) Approve Engineering Services Agreement

**5) Public Hearings**

**6) Business Items**

a) Concept/Sketch Plan Review for a subdivision of properties located at the south of County Road 110W and east of Cardinal Cove Drive.

**7) Administrative Items**

a) Staff Reports

**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**

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



## **CITY COUNCIL WORK SESSION MEETING MINUTES**

**April 15, 2024  
5:00 – 6:30pm**

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

Mayor Whalen called the meeting to order at 5:00 p.m.

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

Present: Council: Mayor Whalen, Cathleen Reffkin, Ann MacGregor. Staff: Administrator Jasper Kruggel, Director of Finance Brian Grimm, Director of Public Works Gary Peters, Director of Administration Allie Polsfuss, City Clerk Ann Meyerhoff, City Attorney Sarah Sonsalla, Officer Josh Brown. Councilmember Claudia Lacy arrived at 5:32 p.m.

### **2) Hardscrabble Road – Parking/ROW Obstruction**

City Administrator Kruggel stated that a Hardscrabble Road resident has voiced concerns regarding right of way obstructions caused by parked vehicles of home construction workers. The Minnetrista Police Department, upon notification, has assessed the situation multiple times, ensuring compliance whenever an obstruction is identified. To mitigate these issues, staff has coordinated with the contractors to limit parking to one side of the street during construction. Although larger deliveries occasionally block the road, the Minnetrista Police Department reports that drivers are typically present to move their vehicles for emergency access as needed.

Additionally, the concerned resident has submitted a redlined version of an ordinance for consideration, which has been reviewed by our Legal Counsel.

Mayor Whalen started the discussion proposing that rather than make an ordinance change we address the issue/problem cited from Mr. Smith on Hardscrabble because basically it is a parking issue on Hardscrabble. This is not a City wide issue and if addressed City wide it could really lead into a lot of other issues. She would rather focus on the issue on Hardscrabble and how to fix it. If Council addresses the parking issue tonight it could be an immediate fix, where as if it is a permit or ordinance change that will take more time.

Council Member MacGregor asked what the depth of the issue is. Are residents not able to get to their homes?

Mayor Whalen responded that the main issues are public safety related.

City Attorney Sonsalla went over what would be needed if restrictions were attached to a building permit.

City Administrator Kruggel suggested that there could be a conversation with

the developer about where they will be parking their construction vehicles. Discussion is to find a short term solution for this issue and possible long term solution for when other lots are built on.

Council Member Reffkin expressed concern about putting a no construction parking rule, but it is ok if people are visiting a residence or having a party then they can park on the road. How are you going to differentiate who is actually parking on the road?

Kruggel added that there are concerns about the enforcement and admin side of this since right now this is all complaint driven so it would be easier to enforce if it is was no parking on just one side or the other.

Finance Director Grimm added that when Chief Falls was present at the last discussion he made a point of not wanting to overburden the police.

Mayor Whalen suggested that at this time to have no parking on the one side and in the future to look at the ordinance and add language about where the construction vehicles will be parked.

Council decided the leave up the temporary no parking on one side and look at a more permanent solution at a future meeting.

### **3) City Hall Hours**

Director of Administration Allie Polsfuss summarized the proposed new hours.

- Monday to Thursday 7:30 AM – 4:30 PM
- Friday 7:30 AM – 11:30 AM

These hours are proposed on a trial basis from Memorial Day to Labor Day for City Hall and Police Department office staff.

Mayor Whalen proposed a change of closing at noon instead of 11:30.

Council Member Reffkin stated that she is not in favor of having the Police Department closed at noon.

Officer Brown explained that after hours the first point of entry at the station is always open and there is phone on the wall that connects directly with dispatch if someone were to come in.

### **4) Personnel Policy**

City Administrator Kruggel stated that on January 8, 2024, the city Council discussed sections of the personnel policy relating to gender. After consulting with legal counsel, it has been proposed that the language be stricken from the personnel policy. Legal counsel has confirmed that the city's EEO statement in the personnel policy protects the City and the employees, and revising the personnel policy as proposed will have no adverse effects on the city.

Council was fine with the changes and it being on the Consent Agenda for the regular meeting.



**5) Engineering Professional Services Agreement Review**

City Administrator Kruggel informed Council that the City of Minnetrista's engineering services agreement with WSB was last updated in 2005 and is due for revision.

This update aims to modernize the existing agreement's language to better protect the City and to clearly define the retainer fee schedule. After thorough review by staff and Legal Counsel, and benchmarking against agreements in other cities, this updated agreement provides comparable protections. Legal Counsel has approved the agreement, paving the way for City Council's review and potential approval.

A primary focus has been the adjustment of the retainer fees, which have remained unchanged since 2005. The objective is to align these fees with current industry standards, based on comparisons with other cities within and outside Minnesota. Negotiations with WSB have led to a retainer fee schedule that respects our budget constraints while ensuring reasonable yearly increases. In 2024, the retainer fee will remain at \$2,500 per month. From 2025 to 2028 there will be a monthly increase of \$250, followed by a 3% annual adjustment starting in 2029, resulting in a \$105 monthly increase at that time. The approach is consistent with practices in other communities and is deemed fair by staff.

Mayor Whalen wanted to make sure that a bi-weekly update from the City Engineer is included in the contract.

The agreement will be on the Consent Agenda for May 6, 2024.

**6) Adjourn**

Motion by Reffkin, seconded by Macgregor to adjourn at 6:00 p.m.

Respectively Submitted,

Ann Meyerhoff  
City Clerk



**CITY COUNCIL MEETING MINUTES**  
**April 15, 2024**  
**7:00pm**

**1) Call to Order**

Mayor Whalen 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 and Claudia Lacy Staff: City Administrator Jasper Kruggel, Finance Director Brian Grimm, Community Development Director David Abel, Officer Brown, Director of Administration Allie Polsfuss, Director of Public Works Gary Peters. Consultants: City Attorney Ron Batty, Kennedy & Graven and City Engineer Alyson Fauske, WSB Engineering. Absent Peter Vickery
- c) Approval of Agenda  
Motion by Lacy, seconded by MacGregor to approve the agenda as presented.  
MOTION PASSED 4-0. Absent Council Member Vickery.

**2) Special Presentations**

- i) Hennepin County Commissioner Kevin Anderson
- ii) 2024 1<sup>st</sup> Quarter Financial Update  
Brian Grimm presented Council with the 2024 1<sup>st</sup> Quarter Financial Update.

**3) Persons to Be Heard**

**4) Consent Agenda**

- a) Approve Work Session Meeting Minutes from March 18, 2024
- b) Approve City Council Regular Meeting Minutes from March 18, 2024
- c) Res. No. 21-24 Approve Claims
- d) Res No. 22-24 Providing for the Prepayment and Redemption of the City's General Obligation Refunding Bonds, Series 2014A
- e) Res No. 23-24 Approve 2024 Arbitrage Service Consulting Agreement
- f) Res. No. 24-24 Approve Extension for Preliminary Plat of Highlands at Whaletail Lake
- g) Res. No. 31-24 Approve Professional Services Agreement for Pavement Coring
- h) Res. No.32-24 Well No. 6 Rehab Project
- i) Res. No 33-24 Public Safety Fund Budget Amendment
- j) Res. No. 34-24 Approve Extension to Variance Approval at 6705 Halstead Avenue
- k) Res. No. 35-24 Approve Joint Powers Agreement with Hennepin County for Embedded Social Worker Services
- l) Public Works Truck Replacement

- m) Approve Strategic Planning Session Summary
- n) Approve Conditional Offer of Employment for Andrew Fasching, Public Works Maintenance Worker
- o) Approve Revisions to the Personnel Policy

Motion by Reffkin, seconded by Lacy to approve the Consent Agenda as presented.  
MOTION PASSED 4-0. Absent Council Member Vickery.

## **5) Public Hearings**

## **6) Business Items**

### **a) Water Supply Plan Update**

Aaron Vollmer with AE2S presented Council with an updated water system plan.

With home building still on the rise, and the addition of the City's first commercial properties (grocery store and apartment complex), the city needs to examine current and future water supply demand, what it needs to plan for in the next few years and beyond to ensure residents have an adequate water supply of usable water.

In April of 2023 AE2S and the City entered into a Water System Planning agreement. This was set to prepare planning related documents for the City of Minnetrista water system and new Water Treatment Plant. The tasks related to this included preparing planning documents for the basis of planning, water supply needs, distribution system requirements, water treatment planning and water system summary.

He presented the study findings which included:

- Current Activities
- Water System Planning
- Water System Challenges
- City Growth
- Residential Planning Densities
- Planning Timelines
- Historical and Future Projections
- Treatment/Storage/Distribution Needs
- Capital Planning

Council had a discussion about different aspects in the timing of building the new water treatment plant with the projections of the cost involved.

### **b) Approve Plans and Specifications and Authorize Advertisement for Bid for Wells 8 and 9**

As a part of constructing the water treatment plant two new municipal production wells (#8 & #9) need to be constructed to supply the plant which is planned to be in service in 2026. Advertising for bid at this time is recommended.

Motion by Reffkin, seconded by MacGregor to Approve Plans and Specifications and Authorize Advertisement for Bid for Wells 8 and 9.

MOTION PASSED 4-0. Absent: Council Member Vickery.

### **c) Res. No. 36-24 Approve Plans and Specifications, Authorize Distribution of Quotes for**

## West Branch Culvert Replacement Project

City Engineer Alyson Fauske stated that Public Works determined the conditions of the culvert under West Branch Road east of Sunnyfield Road North has deteriorated to a point where it needs to be replaced. Due to the depth of the culvert this work needs to be performed by a contractor, therefore WSB was directed to prepare plans and specifications.

Five contractors will be asked to submit a quote by May 13, 2024. Award of contract is scheduled for the May 20, 2024 meeting. The work is anticipated to take about three days between June 1, 2024 and August 31, 2024.

The probable cost is \$48,534.57 and includes a 5% contingency and 20% indirect costs. The budget for this work is \$50,000 from the Storm Water Fund.

Motion by Reffkin, seconded by Lacy to Adopt Resolution 36-24, Approving Plans and Specifications and Authorizing Solicitation for Quotes for the West Branch Road Culvert Replacement Project.

MOTION PASSED 4-0. Absent: Council Member Vickery.

## 7) Administrative Items

### a) Staff Reports

#### i) City Administrator – City Events

- May 4<sup>th</sup> – Special Clean Up Day
- May 7<sup>th</sup> – State of the City Address
- May 18<sup>th</sup> – Trista Day
- June 4<sup>th</sup> – City Bus Tour

### b) Council Reports

#### i) Mayor Lisa Whalen

- Attended MN Annual Mayor Conference

#### ii) Cathleen Reffkin

- Personnel Committee Meeting
- Public Safety Ribbon Cutting

#### iii) Ann MacGregor

#### iv) Peter Vickery

#### v) Claudia Lacy

- Gillespie Center Roundtable to update Mission Statement

## 8) Adjournment

Motion by Lacy, seconded by MacGregor to adjourn the meeting at 8:27 p.m.

MOTION PASSED 4-0. Absent Council Member Vickery.

Respectfully Submitted

Ann Meyerhoff  
City Clerk

# CITY OF MINNETRISTA



## CITY COUNCIL AGENDA ITEM 4C

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**Subject:** Liquor License Renewal Applications

**Prepared By:** Ann Meyerhoff, City Clerk

**Meeting Date:** May 6, 2024

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### **Issue:**

Applications for liquor license renewals have been submitted and reviewed for:

- The Cove Wine & Spirits, 4751 Kings Point Rd
- Burl Oaks Golf Club, 5400 N Arm Drive
- Cox Culinary Arts LLC (DBA Buddy Boy Fine Barbeque)
- 8175 Hwy 7; Westonka Recreation Association, 7201 Co Rd 110 W.

### **Overview:**

Liquor licenses will be issued upon approval by the State of Minnesota, Alcohol and Gambling Division and upon all conditions of licensing being met in accordance with City ordinances which includes completion of all forms, payment of fees, and certificates of insurance. The Minnetrista Public Safety Department has conducted all legally required background and compliance checks.

The liquor license is effective from June 1, 2024-May 31, 2025.

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

Approve Liquor License Renewals for The Cove Wine & Spirits, Burl Oaks Golf Club, Cox Culinary Arts LLC (DBA Buddy Boy Fine Barbeque) and Westonka Recreation Association.

### **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.

No. 1  
Fee \$ 300.00



County Hennepin

THIS CERTIFIES THAT:

**CLUB ON SALE LIQUOR LICENSE**

LICENSEE Burl Oaks Golf Club Inc  
TRADE NAME Burl Oaks Golf Club  
STREET ADDRESS OR LOT AND BLOCK NO 5400 N Arm Drive

Is authorized to sell intoxicating liquor at on sale subject to the laws and regulations of the State of Minnesota and municipal ordinances for the period beginning June 1, 2024 to May 31, 2025

THIS LICENSE IS APPROVED

Alcohol & Gambling Enforcement Director  
PS9130-02 (2/00)

Date

Mayor or President  
Given under my hand and the Corporate Seal of  
City of Minnetrista Date May 6, 2024

CLERK or Recorder

No. 1  
Fee \$ 240.00



City Minnetrista  
County Hennepin

THIS CERTIFIES THAT:

**OFF SALE LIQUOR LICENSE**

LICENSEE Cox Culinary Arts LLC  
TRADE NAME Buddy Boy Fine Barbeque  
STREET ADDRESS OR LOT AND BLOCK NO 8175 Hwy 7

Is authorized to sell intoxicating liquor at off sale subject to the laws and regulations of the State of Minnesota and municipal ordinances for the period beginning June 1, 2024 to May 31, 2025

THIS LICENSE IS APPROVED

Alcohol & Gambling Enforcement Director  
PS9008-03 (3/05)

Date

Mayor or President  
Given under my hand and the Municipal Corporate Seal  
City of Minnetrista Date May 6, 2024

CLERK or Recorder

No. 2  
Fee \$ 240.00



City Minnetrista  
County Hennepin

THIS CERTIFIES THAT:

**OFF SALE LIQUOR LICENSE**

LICENSEE The Cove Wine & Spirits Inc  
TRADE NAME The Cove Wine & Spirits  
STREET ADDRESS OR LOT AND BLOCK NO 4751 Kings Point Rd

Is authorized to sell intoxicating liquor at off sale subject to the laws and regulations of the State of Minnesota and municipal ordinances for the period beginning June 1, 2024 to May 31, 2025

THIS LICENSE IS APPROVED

Alcohol & Gambling Enforcement Director  
PS9008-03 (3/05)

Date

Mayor or President  
Given under my hand and the Municipal Corporate Seal  
City of Minnetrista Date May 6, 2024

CLERK or Recorder





## ON-SALE LIQUOR LICENSE

This license is hereby granted for the period commencing **June 1, 2024** and terminating **May 31, 2025** to:

**BUDDY BOY FINE BARBEQUE**

FOR CONSUMPTION OF INTOXICATING ALCOHOLIC BEVERAGES ON THE PREMISES LOCATED AT:  
8175 STATE HIGHWAY 7, MINNETRISTA, MN 55375

This license is granted subject to all the provisions and conditions of the ordinances of this municipality and the laws of the State of Minnesota, and of the Federal Government pertaining to such sale including: required insurance for the entire duration of the licensing period, no intoxicating alcoholic beverages (IAB) may be permitted on the property other than those sold by Buddy Boy Fine BBQ, staff serving or selling IAB must receive training regarding the serving and selling of IAB to customers, on-site ability to call 911 must be provided, and a weather alert radio must be installed and used when the public is present. Not transferable.

**Issued by the authority of the Minnetrista City Council**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



# SUNDAY LIQUOR CLUB LICENSE

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This license is hereby granted for the period commencing **June 1, 2024** and terminating **May 31, 2025** to:

## BURL OAKS GOLF CLUB

FOR CONSUMPTION ON THE PREMISES LOCATED AT:  
5400 NORTH ARM DRIVE; MINNETRISTA, MN 55364

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This license is granted subject to all the provisions and conditions of the ordinances of this municipality and the laws of the State of Minnesota, and of the Federal Government pertaining to such sale including: required insurance for the entire duration of the licensing period, no alcoholic beverages may be permitted on the property other than those sold by Burl Oaks Golf Club, staff serving or selling alcohol must receive training regarding the serving and selling of alcohol to customers, no alcoholic beverages may leave the property of Burl Oaks Golf Club, on-site ability to call 911 must be provided at the location of the sale, and a weather alert radio must be installed and used when the public is present. Not transferable.

**Issued by the authority of the Minnetrista City Council**

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Lisa Whalen, Mayor

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Date

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Ann Meyerhoff, City Clerk

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Date





## ON-SALE INTOXICATING AND SUNDAY LIQUOR L I C E N S E

This license is hereby granted for the period commencing **June 1, 2024** and terminating **May 31, 2025**

### WESTONKA RECREATION ASSOCIATION

FOR CONSUMPTION ON THE PREMISES LOCATED AT:  
7201 COUNTY ROAD 110 W; MINNETRISTA, MN 55364

This license is granted subject to all the provisions and conditions of the ordinances of this municipality and the laws of the State of Minnesota, and of the Federal Government pertaining to such sale including: required insurance for the entire duration of the licensing period, no alcoholic beverages may be permitted on the property other than those sold by Westonka Recreation Association, staff serving or selling alcohol must receive training regarding the serving and selling of alcohol to customers, no sale of wine, liquor, or other spirits are permitted, no alcoholic beverages may leave the property of Westonka Recreation Association, wristbands must be worn by anyone over 21 in order to be served alcohol at any event at the park, the on-site ability to call 911 must be provided at the location of the sale, and a weather alert radio must be installed and used while the public is present. Not transferable.

Issued by the authority of the Minnetrista City Council

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**RESOLUTION NO. 37-24**

**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 71207 through 71292; electronic checks E1002965 through E1002984; Claims batch includes an electronic transfers for payroll in the amount of \$186,749.10.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that the attached list of claims in the amount of \$639,228.74 is hereby approved.

ADOPTED this 6th day of May 2024 by a vote of \_\_\_\_ Ayes  
\_\_\_\_ Nays.

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

ATTEST:

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

(seal)

## CITY OF MINNETRISTA

05/02/24 12:00 PM

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**\*Check Detail Register©**

Batch: PolicePC4-11-24,Xcel041124,PR04112024,Tasc041624,4-15-24 BRIDGE,postage 4-17-24,042624AP,050624AP,PR04252024,Tasc043024,052024AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>1010 1ST BK OF THE LAKES</b>					
<b>71207</b>	04/26/24	<b>AE2S</b>			
E 601-49440-303		ENGINEERING SERV	\$6,457.00	94156	AE2S March invoices for Water System Planning
E 601-49440-303		ENGINEERING SERV	\$2,796.00	94157	AE2S March Invoicing for Well #6
E 601-49440-303		ENGINEERING SERV	\$4,043.25	94158	AE2S march General Services
E 601-49440-303		ENGINEERING SERV	\$11,802.75	94160	AE2S march Invoicing for Wells 8 and 9
		Total	\$25,099.00		
<b>71208</b>	04/26/24	<b>AMAZON CAPITAL SERVICES</b>			
E 602-49490-227		UTILITY SYSTEM MAINT	\$188.16	!WDX-H39T-	ARV Installation Parts
		Total	\$188.16		
<b>71209</b>	04/26/24	<b>American Pressure Inc</b>			
E 101-43121-224		STREET MAINTENANCE	\$1,764.00	141180	Under Carriage Washer Attachment for Pressure Washer
		Total	\$1,764.00		
<b>71210</b>	04/26/24	<b>AUTOMATIC SYSTEMS CO.</b>			
E 602-49490-227		UTILITY SYSTEM MAINT	\$561.35	041385	Installation of New Transducer and HydroRanger in FS 14
		Total	\$561.35		
<b>71211</b>	04/26/24	<b>BOYER TRUCKS ST MICHAEL</b>			
E 101-43121-221		EQUIPMENT PARTS, TIR	\$235.78	093P12679	Brake Valve- #13
		Total	\$235.78		
<b>71212</b>	04/26/24	<b>Car-Co Auto Parts</b>			
E 101-43121-221		EQUIPMENT PARTS, TIR	\$1,746.09	49-0737877	Vehicle & Equipment Filters for Yearly
E 601-49440-221		EQUIPMENT PARTS, TIR	\$17.41	49-739509	Headlight Bulb #7
E 101-43121-221		EQUIPMENT PARTS, TIR	\$9.68	49-739509	License Plate Light #5
		Total	\$1,773.18		
<b>71213</b>	04/26/24	<b>CENTRAL MINNESOTA DUST CONTROL LLC</b>			
E 101-43121-224		STREET MAINTENANCE	\$4,935.00	5515	Dust Control Chemical
		Total	\$4,935.00		
<b>71214</b>	04/26/24	<b>CINTAS</b>			
E 101-43121-417		UNIFORMS	\$119.67	4189585583	Uniforms
E 101-43121-417		UNIFORMS	\$246.06	4190302860	Uniforms
		Total	\$365.73		
<b>71215</b>	04/26/24	<b>CORE AND MAIN</b>			
E 601-49440-227		UTILITY SYSTEM MAINT	\$2,823.80	INV0006626	Water Testing Chemicals
E 601-49440-227		UTILITY SYSTEM MAINT	\$3,775.00	U661895	Cordless Hydrant Wrench
		Total	\$6,598.80		
<b>71216</b>	04/26/24	<b>Dept. of Labor &amp; Industry</b>			
G 101-2103		BLDG VAL BSD - STATE	\$2,500.51	March 2024	Surcharges
G 101-2102		HVAC - STATE SURCH	\$24.00	March 2024	Surcharges
G 101-2101		PLUMBING - STATE SUR	\$61.00	March 2024	Surcharges
G 101-2100		BLDG GEN - STATE SUR	\$16.00	March 2024	Surcharges

## CITY OF MINNETRISTA

05/02/24 12:00 PM

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**\*Check Detail Register©**

Batch: PolicePC4-11-24,Xcel041124,PR04112024,Tasc041624,4-15-24 BRIDGE,postage 4-17-24,042624AP,050624AP,PR04252024,Tasc043024,052024AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$2,601.51		
<b>71217</b>	04/26/24	<b>Earl F. Anderson Inc.</b>			
E 101-45202-402		LAWN MAINTENANCE	\$126.95	0135842-IN	Dog Waste Signs for Parks
Total			\$126.95		
<b>71218</b>	04/26/24	<b>AT &amp; T MOBILITY</b>			
E 101-42110-321		TELEPHONE	\$731.46	28733308499	PD Phones
Total			\$731.46		
<b>71219</b>	04/26/24	<b>FRONTIER OH</b>			
E 101-43121-321		TELEPHONE	\$129.43	952-446-9997	Fire Alarm-PW
Total			\$129.43		
<b>71220</b>	04/26/24	<b>GREAT AMERICA FINANCIAL SVCS</b>			
E 101-41320-322		POSTAGE	\$175.85	36310851	Postage Machine
Total			\$175.85		
<b>71221</b>	04/26/24	<b>GREATER MN COMMUNICATIONS</b>			
E 101-41110-437		MISCELLANEOUS EXPE	\$139.68	30493	State of the City Supplies
Total			\$139.68		
<b>71222</b>	04/26/24	<b>HAWKINS INC</b>			
E 601-49440-227		UTILITY SYSTEM MAINT	\$180.00	6733250	Chlorine Cylinder Demurrage
Total			\$180.00		
<b>71223</b>	04/26/24	<b>Hennepin County Treasurer</b>			
E 101-42110-441		CORRECTION FEES/CH	\$835.04	1000224318	Booking Fee
Total			\$835.04		
<b>71224</b>	04/26/24	<b>LANGUAGE LINE SERVICES</b>			
E 101-42110-307		PROFESSIONAL SERVIC	\$95.40	11264781	Interpretation Services
Total			\$95.40		
<b>71225</b>	04/26/24	<b>LARSON, JESSICA</b>			
R 601-400-37120		UNDISTRIBUTED UTILITI	\$222.25		Refund Overpmt of Utility 9131 Partridge Rd
Total			\$222.25		
<b>71226</b>	04/26/24	<b>LOFFLER</b>			
E 101-42110-410		COMPUTER SERVICES/	\$78.42	4656707	Copies/PD
Total			\$78.42		
<b>71227</b>	04/26/24	<b>Media Com</b>			
E 673-49600-307		PROFESSIONAL SERVIC	\$416.04		Internet
Total			\$416.04		
<b>71228</b>	04/26/24	<b>MEDICA</b>			
E 101-41320-131		HEALTH & LIFE INS - E C	\$4,650.00	62596931084	Insurance Premium
E 101-41910-131		HEALTH & LIFE INS - E C	\$2,275.00	62596931084	Insurance Premium
E 101-43121-131		HEALTH & LIFE INS - E C	\$4,733.40	62596931084	Insurance Premium
E 101-42110-131		HEALTH & LIFE INS - E C	\$16,575.00	62596931084	Insurance Premium
E 101-43125-131		HEALTH & LIFE INS - E C	\$1,118.80	62596931084	Insurance Premium

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Batch: PolicePC4-11-24,Xcel041124,PR04112024,Tasc041624,4-15-24 BRIDGE,postage 4-17-24,042624AP,050624AP,PR04252024,Tasc043024,052024AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-45202-131		HEALTH & LIFE INS - E C	\$602.43	62596931084	Insurance Premium
E 601-49440-131		HEALTH & LIFE INS - E C	\$2,348.12	62596931084	Insurance Premium
E 602-49490-131		HEALTH & LIFE INS - E C	\$2,053.12	62596931084	Insurance Premium
E 651-49590-131		HEALTH & LIFE INS - E C	\$725.31	62596931084	Insurance Premium
E 101-42401-131		HEALTH & LIFE INS - E C	\$2,275.01	62596931084	Insurance Premium
		Total	\$37,356.19		
<b>71229</b>	04/26/24	<b>Menards</b>			
E 101-41940-401		BLDG/STRUCT MAINTEN	\$30.92	05322	Paint and Supplies for City Hall Office
		Total	\$30.92		
<b>71230</b>	04/26/24	<b>MET COUNCIL</b>			
G 602-2395		SAC CLEARING	\$34,442.10	March 2024	* Monthly SAC
		Total	\$34,442.10		
<b>71231</b>	04/26/24	<b>Metropolitan Council WW Servic</b>			
E 602-49490-227		UTILITY SYSTEM MAINT	\$500.00	0001171773	N WTP Permit Fee
E 602-49490-227		UTILITY SYSTEM MAINT	\$500.00	0001171774	S WTP Permit Fee
		Total	\$1,000.00		
<b>71232</b>	04/26/24	<b>METLIFE</b>			
E 101-41320-131		HEALTH & LIFE INS - E C	\$383.50	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	\$242.38	KM05399000	Dental Insurance
E 101-43125-131		HEALTH & LIFE INS - E C	\$57.29	KM05399000	Dental Insurance
E 101-45202-131		HEALTH & LIFE INS - E C	\$30.85	KM05399000	Dental Insurance
E 101-42110-131		HEALTH & LIFE INS - E C	\$814.02	KM05399000	Dental Insurance
E 601-49440-131		HEALTH & LIFE INS - E C	\$112.02	KM05399000	Dental Insurance
E 602-49490-131		HEALTH & LIFE INS - E C	\$102.59	KM05399000	Dental Insurance
E 651-49590-131		HEALTH & LIFE INS - E C	\$31.46	KM05399000	Dental Insurance
		Total	\$1,859.61		
<b>71233</b>	04/26/24	<b>MID COUNTY</b>			
E 601-49440-212		MOTOR FUELS AND LUB	\$273.62	59697	Dyed Diesel Fuel
E 602-49490-212		MOTOR FUELS AND LUB	\$273.62	59697	Dyed Diesel Fuel
E 101-43121-212		MOTOR FUELS AND LUB	\$684.04	59697	Dyed Diesel Fuel
E 101-43125-212		MOTOR FUELS AND LUB	\$136.80	59697	Dyed Diesel Fuel
		Total	\$1,368.08		
<b>71234</b>	04/26/24	<b>MORRIES Parts and Service Group</b>			
E 101-43121-404		VEHICLE & EQUIP MAIN	\$67.92	588531	Oil Change-Truck 18
E 101-43121-404		VEHICLE & EQUIP MAIN	\$1,007.59	588596	Repair of Truck 5
E 101-43121-404		VEHICLE & EQUIP MAIN	\$3,341.29	590818	Repair of Truck 4
		Total	\$4,416.80		
<b>71235</b>	04/26/24	<b>MOUND TRUE VALUE HARDWARE</b>			
E 601-49440-227		UTILITY SYSTEM MAINT	\$7.47	191438	Distilled Water
E 101-45202-401		BLDG/STRUCT MAINTEN	\$5.49	191629	Spray foam for holes
E 101-43121-215		SHOP MATERIALS	\$8.49	191676	Thread Sealant
E 101-45202-401		BLDG/STRUCT MAINTEN	\$15.19	191709	Mounting Hardware for Plaque on Bench

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Batch: PolicePC4-11-24,Xcel041124,PR04112024,Tasc041624,4-15-24 BRIDGE,postage 4-17-24,042624AP,050624AP,PR04252024,Tasc043024,052024AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-45202-401		BLDG/STRUCT MAINTEN	\$1.08	191712	Mounting Hardware for Plaque on Bench
E 601-49440-227		UTILITY SYSTEM MAINT	\$25.99	191784	Metal Cutting Blades for Saws
		Total	\$63.71		
<b>71236</b>	04/26/24	<b>NCPERS MINNESOTA - 632400</b>			
G 101-2380		PAYROLL CLEARING LIF	\$224.00	63240005202	*PERA life Ins Employer Paid
		Total	\$224.00		
<b>71237</b>	04/26/24	<b>OFFICE DEPOT</b>			
E 101-41320-201		OFFICE SUPPLIES	\$12.40	36052259100	Pens, Paper
E 101-43121-201		OFFICE SUPPLIES	\$26.68	36052259100	Batteries
E 101-41910-201		OFFICE SUPPLIES	\$25.00	36052259100	Paper
E 101-42401-201		OFFICE SUPPLIES	\$20.00	36052259100	Paper
		Total	\$84.08		
<b>71238</b>	04/26/24	<b>OLSON, PATRICK</b>			
E 101-42110-440		APPRECIATION EVENTS	\$100.00	738226	Patch and Badge
		Total	\$100.00		
<b>71239</b>	04/26/24	<b>OpenGov</b>			
E 101-43121-307		PROFESSIONAL SERVIC	\$2,043.63	INV13298	Yearly Subscription for Cartegraph
E 651-49590-307		PROFESSIONAL SERVIC	\$2,043.63	INV13298	Yearly Subscription for Cartegraph
E 601-49440-307		PROFESSIONAL SERVIC	\$2,043.62	INV13298	Yearly Subscription for Cartegraph
E 602-49490-307		PROFESSIONAL SERVIC	\$2,043.62	INV13298	Yearly Subscription for Cartegraph
		Total	\$8,174.50		
<b>71240</b>	04/26/24	<b>OVERHEAD HOIST AND CRANE INC</b>			
E 601-49440-404		VEHICLE & EQUIP MAIN	\$112.50	3686	Annual Crane and Hoist Inspections
E 602-49490-404		VEHICLE & EQUIP MAIN	\$112.50	3686	Annual Crane and Hoist Inspections
E 101-43121-215		SHOP MATERIALS	\$112.50	3686	Annual Crane and Hoist Inspections
		Total	\$337.50		
<b>71241</b>	04/26/24	<b>OVERLINE &amp; SON, INC</b>			
E 602-49490-227		UTILITY SYSTEM MAINT	\$684.00	1293	Jet cleaning of Sewer line from Buddy Boy to MET
E 602-49490-227		UTILITY SYSTEM MAINT	\$14,175.00	1294	Vactor Services for Pump and Piping Replacement at LS 8
		Total	\$14,859.00		
<b>71242</b>	04/26/24	<b>Per Mar Security Services</b>			
E 101-42110-404		VEHICLE & EQUIP MAIN	\$91.68	3308097	Monitoring
		Total	\$91.68		
<b>71243</b>	04/26/24	<b>Postmaster</b>			
E 602-49490-322		POSTAGE	\$413.47	PI 89	Utility Postage
E 671-43230-322		POSTAGE	\$137.82	PI 89	Utility Postage
E 601-49440-322		POSTAGE	\$689.12	PI 89	Utility Postage
E 651-49590-322		POSTAGE	\$137.83	PI 89	Utility Postage
		Total	\$1,378.24		
<b>71244</b>	04/26/24	<b>PREMIUM WATERS, INC</b>			
E 101-41940-211		CLEANING & MAINT SUP	\$123.41	605123-03-24	Water

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$123.41		
<b>71245</b>	04/26/24	<b>ROETZEL, RON &amp; LYNELLE</b>			
E 433-43122-530		IMPROVEMENTS	\$562.14	5187	Repair of Residents car -Damage from Morningview Recon Project (Paid Half)
Total			\$562.14		
<b>71246</b>	04/26/24	<b>SEBOLD HEATING AND COOLING</b>			
E 601-49440-401		BLDG/STRUCT MAINTEN	\$760.00	5902	Spring AC Prep for WTPs and Well Housed
Total			\$760.00		
<b>71247</b>	04/26/24	<b>SHERWIN WILLIAMS CO</b>			
E 101-43121-221		EQUIPMENT PARTS, TIR	\$51.99	3349-6	Paint for Chipper Fenders
Total			\$51.99		
<b>71248</b>	04/26/24	<b>Stericycle, Inc.</b>			
E 101-41320-307		PROFESSIONAL SERVIC	\$14.35	DB0410	Shredding
Total			\$14.35		
<b>71249</b>	04/26/24	<b>Toll Gas &amp; Welding Supply</b>			
E 101-43121-215		SHOP MATERIALS	\$269.65	10558982	Refill Welding and Torch Gas
Total			\$269.65		
<b>71250</b>	04/26/24	<b>US BANK EQUIPMENT FINANCE</b>			
E 101-41320-202		COPY & PRINTING SUPP	\$209.32	527420624	Copier-City Hall
Total			\$209.32		
<b>71251</b>	04/26/24	<b>VERITONE, INC</b>			
E 101-42110-410		COMPUTER SERVICES/	\$2,400.00	649213	Services
Total			\$2,400.00		
<b>71252</b>	04/26/24	<b>WASTE MANAGEMENT OF WI-MN</b>			
E 671-43230-384		REFUSE REMOVAL	\$18,988.74	7912819-159	* Recycling
E 671-43230-384		REFUSE REMOVAL	\$86.81	9065306-228	Organics
Total			\$19,075.55		
<b>71253</b>	05/06/24	<b>A-1 Rent It</b>			
E 101-42110-440		APPRECIATION EVENTS	\$190.00	195454-1	Sign
E 671-43230-241		RECYCLING DAY EXPEN	\$190.00	195454-1	Sign
Total			\$380.00		
<b>71254</b>	05/06/24	<b>ADVANCED POWER SERVICES INC</b>			
E 101-42110-404		VEHICLE & EQUIP MAIN	\$620.00	5391	Full Service/Inspection Generators
E 101-41940-401		BLDG/STRUCT MAINTEN	\$450.00	5391	Full Service/Inspection Generators
E 101-43121-401		BLDG/STRUCT MAINTEN	\$420.00	5391	Full Service/Inspection Generators
E 601-49440-227		UTILITY SYSTEM MAINT	\$2,055.00	5391	Full Service/Inspection Generators
E 602-49490-227		UTILITY SYSTEM MAINT	\$2,520.00	5391	Full Service/Inspection Generators
Total			\$6,065.00		
<b>71255</b>	05/06/24	<b>AE2S</b>			
E 601-49440-303		ENGINEERING SERV	\$1,647.00	92945a	Wells 8& 9 Design Billing for Jan amount error

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Batch: PolicePC4-11-24,Xcel041124,PR04112024,Tasc041624,4-15-24 BRIDGE,postage 4-17-24,042624AP,050624AP,PR04252024,Tasc043024,052024AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$1,647.00		
<b>71256</b>	05/06/24	<b>BAUER BUILT TIRE</b>			
E 101-43121-221		EQUIPMENT PARTS, TIR	\$496.98	940108650	Front Tires for #5
Total			\$496.98		
<b>71257</b>	05/06/24	<b>Bryan Rock Products</b>			
E 101-43121-224		STREET MAINTENANCE	\$9,012.51	63501	Rock for Gravel Roads
Total			\$9,012.51		
<b>71258</b>	05/06/24	<b>CANON FINANCIAL SERVICES INC</b>			
E 101-42110-202		COPY & PRINTING SUPP	\$95.49	32422527	Copier
Total			\$95.49		
<b>71259</b>	05/06/24	<b>CAREFREE SERVICES INC.</b>			
E 651-49590-224		STREET MAINTENANCE	\$17,416.00	30108	Spring Street Sweeping
E 651-49590-224		STREET MAINTENANCE	\$511.00	30109	Sweeping of Private Roads-City Reimbursed
Total			\$17,927.00		
<b>71260</b>	05/06/24	<b>Center Point Energy</b>			
E 601-49440-383		NATURAL GAS	\$18.56	10654144-4	Gas Utility
E 601-49440-383		NATURAL GAS	\$393.20	10658039-2	Gas Utility
E 601-49440-383		NATURAL GAS	\$25.20	10658041-8	Gas Utility
E 601-49440-383		NATURAL GAS	\$18.56	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	\$379.94	5651357-5	Gas Utility - Gov't Bldg
E 601-49440-383		NATURAL GAS	\$64.27	5659223-1	Gas - Well #5
E 601-49440-383		NATURAL GAS	\$416.29	6401076054-	Gas Utility
E 101-43121-383		NATURAL GAS	\$191.94	6744979-3	Gas Utility - PW
E 101-42110-383		NATURAL GAS	\$439.71	8486433-9	Gas Utility - PD
E 101-43121-383		NATURAL GAS	\$149.04	8486442-0	Gas Utility - PW
Total			\$2,152.39		
<b>71261</b>	05/06/24	<b>CINTAS</b>			
E 101-43121-417		UNIFORMS	\$119.35	4191013818	Uniforms
Total			\$119.35		
<b>71262</b>	05/06/24	<b>CliftonLarsonAllen</b>			
E 101-41530-301		AUDITING AND ACCOUN	\$13,417.00	L241210819	Final Installment for the 2023 Audit Services
Total			\$13,417.00		
<b>71263</b>	05/06/24	<b>CONCENTRA</b>			
E 101-43121-437		MISCELLANEOUS EXPE	\$531.00	103968887	Pre-Employment
Total			\$531.00		
<b>71264</b>	05/06/24	<b>CONFITREK</b>			
E 101-42110-434		POLICE TRAINING	\$1,344.00	1089	Training Software
Total			\$1,344.00		



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Batch: PolicePC4-11-24,Xcel041124,PR04112024,Tasc041624,4-15-24 BRIDGE,postage 4-17-24,042624AP,050624AP,PR04252024,Tasc043024,052024AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>71265</b>	05/06/24	<b>DAKOTA COUNTY</b>			
E 101-42110-434		POLICE TRAINING	\$2,100.00	1216628	Trainings (3)
		Total	\$2,100.00		
<b>71266</b>	05/06/24	<b>DWINELL, CHASE</b>			
E 101-42110-417		UNIFORMS	\$109.59		Uniform
		Total	\$109.59		
<b>71267</b>	05/06/24	<b>Earl F. Anderson Inc.</b>			
E 101-43121-224		STREET MAINTENANCE	\$364.95	0135935-IN	Ped Crossing Signs
		Total	\$364.95		
<b>71268</b>	05/06/24	<b>EAST SIDE OIL COMPANIES</b>			
E 101-43121-215		SHOP MATERIALS	\$66.40	R110699	Disposal of Old Oil Filters and Spill Media
		Total	\$66.40		
<b>71269</b>	05/06/24	<b>FALLS, PAUL</b>			
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$24.15		Training meals
		Total	\$24.15		
<b>71270</b>	05/06/24	<b>FLOCK GROUP INC DBA FLOCK SAFETY</b>			
E 401-42110-560		EQUIP AND FURNISHIN	\$13,600.00	INV-39059	Automated License Plate Readers (4)- from one time Public Safety Money
		Total	\$13,600.00		
<b>71271</b>	05/06/24	<b>FRONTIER OH</b>			
E 601-49440-381		ELECTRIC UTILITIES	\$390.00	952-196-1926 WTP Internet	
		Total	\$390.00		
<b>71272</b>	05/06/24	<b>GREATER MN COMMUNICATIONS</b>			
E 601-49440-202		COPY & PRINTING SUPP	\$199.08	30519	Postcards for Water Conservation
		Total	\$199.08		
<b>71273</b>	05/06/24	<b>KENNEDY &amp; GRAVEN, CHARTERED</b>			
E 101-41610-304		LEGAL FEES - ATTORNE	\$3,000.00	MN415-0000	General
E 101-41610-304		LEGAL FEES - ATTORNE	\$1,451.50	MN415-0014	Administration
E 101-41610-304		LEGAL FEES - ATTORNE	\$152.00	MN415-0026	General Personnel Matters
G 801-1170		LAND USE RECEIVABLE	\$465.00	MN415-0037	* Woodland Cove 11th Addn
G 801-1170		LAND USE RECEIVABLE	\$1,054.00	MN415-0038	* Woodland Cove 12th Addn
E 101-41610-304		LEGAL FEES - ATTORNE	\$1,892.50	MN415-0038	Sunnyfield Rd Code Enforcement
		Total	\$8,015.00		
<b>71274</b>	05/06/24	<b>KOCH, SPENCER</b>			
E 101-42110-417		UNIFORMS	\$130.00		Belt
		Total	\$130.00		
<b>71275</b>	05/06/24	<b>LE-AST SERVICE CONSELING</b>			
E 101-42110-307		PROFESSIONAL SERVIC	\$320.00	1407	Services
		Total	\$320.00		
<b>71276</b>	05/06/24	<b>LOFFLER</b>			
E 101-41320-410		COMPUTER SERVICES/	\$485.00	4675753	Licenses and VPN Security

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Batch: PolicePC4-11-24,Xcel041124,PR04112024,Tasc041624,4-15-24 BRIDGE,postage 4-17-24,042624AP,050624AP,PR04252024,Tasc043024,052024AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-42110-410		COMPUTER SERVICES/	\$440.00	4675753	Licenses and VPN Security
E 101-43121-410		COMPUTER SERVICES/	\$440.00	4675753	Licenses and VPN Security
		Total	\$1,365.00		
<b>71277</b>	05/06/24	<b>MAYER LUMBER COMPANY</b>			
E 101-45202-401		BLDG/STRUCT MAINTEN	\$377.24	243948	Kings Point park Fishing Pier Repair
		Total	\$377.24		
<b>71278</b>	05/06/24	<b>MID COUNTY</b>			
E 601-49440-212		MOTOR FUELS AND LUB	\$324.02	59788	Dyed Diesel Fuel
E 602-49490-212		MOTOR FUELS AND LUB	\$324.02	59788	Dyed Diesel Fuel
E 101-43121-212		MOTOR FUELS AND LUB	\$810.05	59788	Dyed Diesel Fuel
E 101-43125-212		MOTOR FUELS AND LUB	\$162.00	59788	Dyed Diesel Fuel
		Total	\$1,620.09		
<b>71279</b>	05/06/24	<b>MOUND TRUE VALUE HARDWARE</b>			
E 602-49490-227		UTILITY SYSTEM MAINT	\$35.82	191810	Spare Lock Keys for Generators
E 101-45202-401		BLDG/STRUCT MAINTEN	\$10.98	191822	Gap and Crack Foam
E 101-43121-401		BLDG/STRUCT MAINTEN	\$53.47	191872	Sealant
		Total	\$100.27		
<b>71280</b>	05/06/24	<b>NORTH AMERICAN SAFETY, INC</b>			
E 101-43121-417		UNIFORMS	\$1,037.23	INV87142	High-Visibility Uniform Shirts
E 101-43121-417		UNIFORMS	\$816.75	INV87229	Resock of High-Visibility Safety Vest
		Total	\$1,853.98		
<b>71281</b>	05/06/24	<b>OFFICE OF MNIT SERVICES</b>			
E 101-42110-410		COMPUTER SERVICES/	\$100.00	DV24030438	Charges
		Total	\$100.00		
<b>71282</b>	05/06/24	<b>Optum</b>			
E 101-41320-437		MISCELLANEOUS EXPE	\$182.00	0001584435	HSA Quarterly Jan-March 2024
		Total	\$182.00		
<b>71283</b>	05/06/24	<b>Per Mar Security Services</b>			
E 101-43121-215		SHOP MATERIALS	\$246.00	3311405	Quarterly Invoicing for Fire Alarm Monitoring at PW
		Total	\$246.00		
<b>71284</b>	05/06/24	<b>PIKE TRANSFER</b>			
E 101-43121-224		STREET MAINTENANCE	\$6,688.46	16199	Delivery of Gravel
		Total	\$6,688.46		
<b>71285</b>	05/06/24	<b>Postmaster</b>			
E 601-49440-322		POSTAGE	\$188.52	PI 89	Water Conservation Postcards
		Total	\$188.52		
<b>71286</b>	05/06/24	<b>SQUIRES, CRAIG T</b>			
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$24.15		Training Meal
		Total	\$24.15		
<b>71287</b>	05/06/24	<b>TEAM LABORATORY CHEMICAL CORP</b>			
E 602-49490-227		UTILITY SYSTEM MAINT	\$649.50	INV0040537	LS 5 - Chemicals

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Batch: PolicePC4-11-24,Xcel041124,PR04112024,Tasc041624,4-15-24 BRIDGE,postage 4-17-24,042624AP,050624AP,PR04252024,Tasc043024,052024AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$649.50		
<b>71288</b>	05/06/24	<b>US BANK EQUIPMENT FINANCE</b>			
E 101-41320-307		PROFESSIONAL SERVIC	\$41.86	527420624	Copier
E 101-41910-307		PROFESSIONAL SERVIC	\$41.86	527420624	Copier
E 101-43121-307		PROFESSIONAL SERVIC	\$41.86	527420624	Copier
E 601-49440-307		PROFESSIONAL SERVIC	\$41.87	527420624	Copier
E 602-49490-307		PROFESSIONAL SERVIC	\$41.87	527420624	Copier
Total			\$209.32		
<b>71289</b>	05/06/24	<b>USA BLUEBOOK</b>			
E 602-49490-227		UTILITY SYSTEM MAINT	\$129.95	INV00328913	Lift Station Float
Total			\$129.95		
<b>71290</b>	05/06/24	<b>VANGO PHOTO</b>			
E 101-41110-437		MISCELLANEOUS EXPE	\$500.00	1458	Headshots
E 101-41320-437		MISCELLANEOUS EXPE	\$1,000.00	1458	Headshots
Total			\$1,500.00		
<b>71291</b>	05/06/24	<b>WSB &amp; ASSOCIATES</b>			
E 433-43122-303		ENGINEERING SERV	\$1,488.44	R-020668-00	2023 Street and Utility Reconstruction
E 601-43241-303		ENGINEERING SERV	\$1,400.88	R-020668-00	2023 Street and Utility Reconstruction
E 602-49490-303		ENGINEERING SERV	\$29.18	R-020668-00	2023 Street and Utility Reconstruction
E 433-43122-303		ENGINEERING SERV	\$112.58	R-020764-00	2023 Overlay Project
E 601-43241-303		ENGINEERING SERV	\$1.19	R-020764-00	2023 Overlay Project
E 602-49490-303		ENGINEERING SERV	\$4.73	R-020764-00	2023 Overlay Project
G 801-1170		LAND USE RECEIVABLE	\$237.00	R-021013-00	* Site Plan and Final Plat Mackentunes
E 601-49440-303		ENGINEERING SERV	\$500.00	R-023835-00	General Engineering Svcs
E 602-49490-303		ENGINEERING SERV	\$500.00	R-023835-00	General Engineering Svcs
E 651-49590-303		ENGINEERING SERV	\$500.00	R-023835-00	General Engineering Svcs
E 101-42600-303		ENGINEERING SERV	\$1,000.00	R-023835-00	General Engineering Svcs
E 651-49590-303		ENGINEERING SERV	\$3,123.00	R-023836-00	Culvert Replacement -West Branch
E 406-43121-303		ENGINEERING SERV	\$535.00	R-023836-00	S Saunders PED Ramps
E 602-49490-303		ENGINEERING SERV	\$671.00	R-023846-00	2024 GIS
E 406-43121-303		ENGINEERING SERV	\$1,724.25	R-023861-00	2024 Mill and Overlay
G 801-1170		LAND USE RECEIVABLE	\$1,241.00	R-024326-00	* Woodland Cove 11th
G 801-1170		LAND USE RECEIVABLE	\$2,224.00	R-024386-00	2024 WCA Services
E 101-42401-303		ENGINEERING SERV	\$980.00	R-024501-00	* Bldg Permits/Review-2024
G 801-1170		LAND USE RECEIVABLE	\$728.25	R-024629-00	* Woodland Cove Outlot F
E 406-43121-303		ENGINEERING SERV	\$1,916.50	R-024881-00	2024 Pavement Maintenance Project
Total			\$18,917.00		
<b>71292</b>	05/06/24	<b>XCEL ENERGY</b>			
E 101-43160-381		ELECTRIC UTILITIES	\$2,880.10	51-6565411-9	Electricity-Street Lights
E 101-42110-381		ELECTRIC UTILITIES	\$3,997.12	51-9597547-2	Electricity-Police
Total			\$6,877.22		
<b>1002965 e</b>	04/12/24	<b>XCEL ENERGY</b>			
E 601-49440-381		ELECTRIC UTILITIES	\$9,459.09	51-6565410-8	Electricity-Wells/Watertower
Total			\$9,459.09		

## CITY OF MINNETRISTA

05/02/24 12:00 PM

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**\*Check Detail Register©**

Batch: PolicePC4-11-24,Xcel041124,PR04112024,Tasc041624,4-15-24 BRIDGE,postage 4-17-24,042624AP,050624AP,PR04252024,Tasc043024,052024AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>1002966 e</b>	04/12/24	<b>Petty Cash</b>			
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$43.34		Meeting
E 101-42110-322		POSTAGE	\$17.46		Postage
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$12.10		Meeting
E 101-42110-322		POSTAGE	\$35.44		Postage
		Total	\$108.34		
<b>1002967 e</b>	04/15/24	<b>Internal Revenue Service</b>			
G 101-2300		PAYROLL CLEARING FE	\$13,333.28		* PR - Fed w/h
G 101-2320		PAYROLL CLEARING FIC	\$14,235.60		* PR - SS/Medicare w/h
		Total	\$27,568.88		
<b>1002968 e</b>	04/15/24	<b>MINNESOTA DEPT. OF REV.</b>			
G 101-2310		PAYROLL CLEARING ST	\$6,335.99		* State w/h
		Total	\$6,335.99		
<b>1002969 e</b>	04/15/24	<b>Public Employees Retirement</b>			
G 101-2330		PAYROLL CLEARING PE	\$28,300.43		* Pera w/h
		Total	\$28,300.43		
<b>1002970 e</b>	04/15/24	<b>ICMA</b>			
G 101-2370		PAYROLL CLEARING DE	\$390.00		* Roth IRA Contributions
		Total	\$390.00		
<b>1002971 e</b>	04/15/24	<b>EDWARD JONES</b>			
G 101-2370		PAYROLL CLEARING DE	\$3,502.60		* Deferred Comp w/h
		Total	\$3,502.60		
<b>1002972 e</b>	04/15/24	<b>Optum</b>			
G 101-2347		HSA CLEARING ACCT	\$5,514.56		HSA Employer and Employee Cont
		Total	\$5,514.56		
<b>1002973 e</b>	04/15/24	<b>HCSP</b>			
G 101-2370		PAYROLL CLEARING DE	\$250.00		* HCSP Retirement
		Total	\$250.00		
<b>1002974 e</b>	04/16/24	<b>TASC</b>			
G 101-2346		PR CLEARING DAYCARE	\$208.33		* Dependent Care
		Total	\$208.33		
<b>1002975 e</b>	04/19/24	<b>BRIDGEWATER BANK</b>			
E 101-41320-437		MISCELLANEOUS EXPE	\$103.75	4/15/24	REMOTE DEPOSIT & POSITIVE PAY MONTHLY FEE
		Total	\$103.75		
<b>1002976 e</b>	04/24/24	<b>Postmaster</b>			
E 101-41320-322		POSTAGE	\$500.00	4/17/2024	Postage added to postage machine (e-check)
		Total	\$500.00		
<b>1002977 e</b>	04/29/24	<b>Internal Revenue Service</b>			
G 101-2300		PAYROLL CLEARING FE	\$13,853.44		* PR - Fed w/h
G 101-2320		PAYROLL CLEARING FIC	\$14,510.46		* PR - SS/Medicare w/h

## CITY OF MINNETRISTA

05/02/24 12:00 PM

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**\*Check Detail Register©**

Batch: PolicePC4-11-24,Xcel041124,PR04112024,Tasc041624,4-15-24 BRIDGE,postage 4-17-24,042624AP,050624AP,PR04252024,Tasc043024,052024AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$28,363.90		
<b>1002978 e</b>	04/29/24	<b>MINNESOTA DEPT. OF REV.</b>			
G 101-2310		PAYROLL CLEARING ST	\$6,619.16		* State w/h
Total			\$6,619.16		
<b>1002979 e</b>	04/29/24	<b>ICMA</b>			
G 101-2370		PAYROLL CLEARING DE	\$100.00		* Roth IRA Contributions
G 101-2370		PAYROLL CLEARING DE	\$290.00		* Deferred Comp Contributions
Total			\$390.00		
<b>1002980 e</b>	04/29/24	<b>Optum</b>			
G 101-2347		HSA CLEARING ACCT	\$5,602.32		HSA Employer and Employee Cont
Total			\$5,602.32		
<b>1002981 e</b>	04/29/24	<b>Public Employees Retirement</b>			
G 101-2330		PAYROLL CLEARING PE	\$29,182.33		* Pera w/h
Total			\$29,182.33		
<b>1002982 e</b>	04/29/24	<b>EDWARD JONES</b>			
G 101-2370		PAYROLL CLEARING DE	\$3,580.19		* Deferred Comp w/h
Total			\$3,580.19		
<b>1002983 e</b>	04/29/24	<b>HCSP</b>			
G 101-2370		PAYROLL CLEARING DE	\$250.00		* HCSP retirement
Total			\$250.00		
<b>1002984 e</b>	04/30/24	<b>TASC</b>			
G 101-2346		PR CLEARING DAYCARE	\$208.33		* Dependent Care
Total			\$208.33		
<b>1010 1ST BK OF THE LAKES</b>			\$452,479.64		

## Fund Summary

**1010 1ST BK OF THE LAKES**

101 GENERAL FUND	\$265,639.91
401 CAPITAL IMPROVEMENT PROGRAM	\$13,600.00
406 ROAD MAINTENANCE FUND	\$4,175.75
433 2023 STREET PROJECTS	\$2,163.16
601 WATER FUND	\$55,688.33
602 SEWER FUND	\$60,955.60
651 STORM WATER MGMT FUND	\$24,488.23
671 RECYCLING FUND	\$19,403.37
673 CABLE	\$416.04
801 LANDUSE AGENCY	\$5,949.25
	\$452,479.64

# CITY OF MINNETRISTA



## CITY COUNCIL AGENDA ITEM 4e

---

**Subject:** Replacement purchase of skid steer box broom for public works

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

**Meeting Date:** May6, 2024

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**Issue:**

Public works needs to replace a skid steer box broom.

**Overview:**

Public works currently has a 2018 skid steer box broom. This is a sweeping attachment for the public works' Bobcat skid steers which is heavily used during repair projects throughout the construction season. This attachment is on a five-year replacement schedule and was kept an extra year. It is now in need of a new broom, a hydraulic hose, cutting edge blade and repairs to the steel housing. When the City Council approved the 2024 Capital Improvement Plan, it included the replacement purchase of this box broom. This piece of equipment has met the criteria set forth for replacement in the Vehicle and Equipment Acquisition, Use and Replacement Policy that was revised September 3, 2013. Public works staff feels that the needed maintenance requirements are not worth putting into this box broom.

Public works staff requested quotes on bucket brooms for two vendors. These vendors either use 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 is as follows:

Vendor	Make	Size	Cost
Lano Equipment	Bobcat	72"	\$5,381.56
Lano Equipment	Bobcat	84"	\$6,023.76
Trueman-Welters	M-B/Werk-Brau	72"	\$8,325.00
Trueman-Welters	Erskine	72"	\$6,188.00
Trueman-Welters	Virnig	72"	\$6,652.60

One vendor, Lano Equipment, did offer a trade in for our old box broom. Staff is recommending purchasing the 2024 Bobcat brand 72" box broom from Lano Equipment of Loretto, MN.

**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.

**Fiscal Impact:**

As stated, this skid steer box broom was on the 2024 CIP with an estimated dollar amount of \$6,500.00 set aside for total purchase. After the trade in, the total expenditure for this box broom will be \$3,882.56 as stated on the Lano Equipment quote and will be below the set budget amount. The cost of this skid steer box broom will be funded by the CIP Equipment Fund.

**Recommended City Council Action:**

Motion to approve the purchase of a new 2024 Bobcat 72” skid steer box broom from Lano Equipment of Loretto, MN for public works at a price of \$3,882.56 after trade in allowance.

**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.



Product Quotation  
Quotation Number: **RB471348**  
Quote Sent Date: **Apr 17, 2024**  
Expiration Date: **May 17, 2024**

Prepared By  
**Randy Barto**  
Phone: 612-282-7038  
Email: randy\_b@lanoequip.com

Customer  
**CITY OF MINNETRISTA G01180 - MINNETRISTA - MN**  
7701 COUNTY ROAD 110W  
MINNETRISTA, MN, 55364

Contact

Dealer  
**Lano Equipment, Inc., Loretto, MN**  
23580 HIGHWAY 55  
Loretto, MN, 55357

Item Name	Item Number	Quantity	Price Each	Total
<b>Sweeper Bucket 72"</b>	7405171	1	5,381.56	5,381.56
	Total for Sweeper Bucket 72"			<b>5,381.56</b>
		Quote Total - USD		5,381.56
		Dealer P.D.I.		50.00
		Destination Charges		151.00
		Discount		
		<i>2018 VIRNIG 72" BUCKET BROOM</i>		-1,700.00
		Sales total before Taxes		3,882.56
		Taxes		0.00
		<b>Quote Total - USD</b>		<b>3,882.56</b>

**Notes:**  
SOURCEWELL PRICING - CITY OF MINNETRISTA MEMBER # 29792

**Customer Acceptance:**

Quotation Number: **RB471348**

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

Print: \_\_\_\_\_ Sign: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_ Tax Exempt: Y ☐ / N ☐





Product Quotation  
Quotation Number: **RB377704**  
Quote Sent Date: **Mar 01, 2024**  
Expiration Date: **Mar 31, 2024**

Prepared By  
**Randy Barto**  
Phone: 612-282-7038  
Email: randy\_b@lanoequip.com

Customer  
**CITY OF MINNETRISTA G01180 -**  
**MINNETRISTA - MN**  
7701 COUNTY ROAD 110W  
MINNETRISTA, MN, 55364

Contact

Dealer  
**Lano Equipment, Inc., Loretto, MN**  
23580 HIGHWAY 55  
Loretto, MN, 55357

Item Name	Item Number	Quantity	Price Each	Total
<b>Sweeper Bucket 72"</b> <i>Comment: SOURCEWELL PRICING APPLIED CITY OF MINNETRISTA SOURCEWELL CONTRACT # Account # 29792</i>	7405171	1	5,381.56	5,381.56
	Total for Sweeper Bucket 72"			<b>5,381.56</b>
<b>Sweeper Bucket 84"</b> <i>Comment: SOURCEWELL PRICING APPLIED CITY OF MINNETRISTA SOURCEWELL CONTRACT # Account # 29792</i>	7418178	1	6,023.76	6,023.76
	Total for Sweeper Bucket 84"			<b>6,023.76</b>
		Quote Total - USD		11,405.32
		Dealer P.D.I.		100.00
		Destination Charges		313.00
		Sales total before Taxes		11,818.32
		Taxes		0.00
		<b>Quote Total - USD</b>		<b>11,818.32</b>

**Notes:**

SOURCEWELL PRICING APPLIED TO QUOTE - LOADER ATTACHMENTS (-24% ) CITY OF MINNETRISTA  
SOURCEWELL CONTRACT # Account # 29792

**Customer Acceptance:**

Quotation Number: **RB377704**

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

Print: \_\_\_\_\_ Sign: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_ Tax Exempt: Y ☐ / N ☐



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

**Contract Release:**  
**Contract Number:**  
**Vendor Number:** 0000193702

**Quote For:** City of Minnetrista  
**Erskine 72" Pick up Broom**

**Sales Contact**  
Seth Strehler

**Quote Expires**  
30 Days

Part Number	Qty.	Description	Price
901063	1	72" Pickup Broom Wit Poly/Steel Bristles	\$ 6,995.00
320058	1	Factory Couplers with Installation	\$ 155.00

<b>Sub Total</b>	<b>\$ 7,150.00</b>
<b>18% Government Discount</b>	<b>\$ (1,287.00)</b>
<b>Total</b>	<b>\$ 5,863.00</b>
<b>Freight</b>	<b>\$ 325.00</b>
<b>Tax</b>	<b>ST3 Form</b>
<b>Grand Total</b>	<b>\$ 6,188.00</b>

\_\_\_\_\_  
Approve here to accept order      Date



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

**Todays Date:** 02/19/2024

**Sales Contact**  
Seth Strehler

**Contract Release:**  
**Contract Number:**  
**Vendor Number:** 0000193702

**Quote Expires**  
30 Days

**Quote For:** City of Minnetrista  
**M-B/ Werk-Brau 72" Pick up Broom**

Part Number	Qty.	Description	Price
AHP-00173	1	72" Pickup Broom 15.8 CFT Hopper	\$ 7,213.00
90764664	1	6ft Poly/Wire Combo 1220 Pounds	\$ 487.00

<b>Sub Total</b>	<b>\$ 7,700.00</b>
<b>Freight</b>	<b>\$ 625.00</b>
<b>Tax</b>	<b>ST3 Form</b>
<b>Grand Total</b>	<b>\$ 8,325.00</b>

\_\_\_\_\_  
Approve here to accept order      Date

## CITY OF MINNETRISTA

### CITY COUNCIL AGENDA ITEM 4f

---



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

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

**Meeting Date:** May 6, 2024

---

#### **Issue:**

Public Works needs to increase the Equipment CIP amount for the purchase of a new hydro excavating trailer.

#### **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 hydro excavating trailer, it is necessary to modify the Public Works CIP to utilize the funds we have in a way that maximizes our effectiveness. The new hydro excavating trailer has a purchase price of \$125,695.29 but the Equipment CIP only has \$100,000.00 assigned to the purchase.

- Staff feels that putting an additional \$25,695.29 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 road ditch functionality, as well as gate valve and catch basin sump maintenance in the City of Minnetrista.

#### **Fiscal Impact:**

An increase of \$25,695.29 to the 2024 CIP is requested and would be funded through the current fund balance.

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

Motion to approve amending the 2024 Public Works Equipment CIP by an additional \$25,695.29 for the purchase of a hydro excavating trailer.

#### **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 4g

---

**Subject:** Approve Equipment CIP purchase – Hydro Excavating Trailer

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

**Meeting Date:** May 6, 2024

---

**Issue:**

Public works staff requests a hydro excavating trailer.

**Overview:**

With the city streets receiving replacement and mill/overlays, public works staff will be doing less asphalt patching and can turn their attention to other projects. Two of these projects are culvert maintenance/replacement and ditch cleaning/reshaping. Three years ago, the public works staff did a culvert inventory and found over 150 unknown culverts that were not in our asset management system. Many of these culverts need inlet/outlet clearing and maintenance, while others need total replacement. Along with these culvert replacements, comes the need for ditch cleaning and reshaping. Many of the city ditches have not had any maintenance done for many years.

The first part of the process, whether clearing culvert inlets/outlets or ditch cleaning/reshaping, is to call in a utility locate request and get the underground utilities marked. Now a days there are many buried underground utilities in these areas (i.e. electric power, cable, phone, gas, fiber optic). Hitting one of these buried lines is very costly and can cause serious injury or even death. Depending on the length of excavation, public works can spend several days hand digging to locate these buried utility lines before the actual excavation work can take place. Some of the utilities can be up to for feet deep.

To reduce this time spent hand digging, public works is requesting to purchase a hydro excavating trailer. These trailers use high pressure water and a vacuum system to remove soil quickly to find underground utilities. Staff are also requesting the purchase of a unit with a hydraulic boom to help support the heavy vac hose as it is being used. Talking with other cities that have that option, they say it is a must. It not only makes it easier to use the vac system longer with less fatigue, but it will help prevent any back or shoulder injuries that can be very expensive over time. When the City Council approved the 2024 Equipment CIP, it included the purchase of a hydro excavating trailer. This trailer would not only serve to help locate underground utilities but would also be used to hydro excavate the sediment from the 30+ city storm water sump catch basins. This is now done by an outside contractor at an average cost near \$9,000.00 per time. At present, these are only cleaned one time per year because of this cost but would now be done twice a year.

**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.

Lastly, this trailer would also be used to remove debris from water gate valves, another job that is done by an outside contractor at a rate of \$355.00/hour. We have anywhere from 10 to 30 valves that need cleaning every year.

**Fiscal Impact:**

Public Works requested quotes for Vermeer and Ditch Witch. These are the two products that public works crews have seen on other projects. Talking with other cities and contractors that have them, both seem to be a good choice, but Ditch Witch was more user friendly and was easier to clean and maintain. Hydro excavating trailers were not listed on the Minnesota State Cooperative Purchasing Venture (state bid) but were on 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 hydro excavating trailers is as follows:

• Ditch Witch model HX50 w/manual jib boom	\$110,800.45
• Ditch Witch model HX50 w/hydraulic powered boom	\$125,695.29
• Vermeer LP573SDT w/strong arm manual boom	\$105,413.87
• Vermeer LP573SDT w/hydraulic powered boom	\$126,280.85

Public Works staff likes the features of the Ditch Witch HX 50 with the hydraulic powered boom, and it has a lower quoted purchase price then the equivalent Vermeer LP573SDT, so staff is recommending this for purchase from Ditch Witch of Minnesota & Iowa located in Shakopee, MN.

**Recommended City Council Action:**

Motion to approve the purchase of a Ditch Witch model HX50 w/hydraulic powered boom from Ditch Witch of Minnesota & Iowa located in Shakopee, MN for a total price of \$125,695.29.

**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 Charles Machine Works, Inc.  
Ditch Witch Division  
1959 West Fir Avenue  
P.O.Box 66  
Perry, OK 73077  
Phone No : 1-800-654-6481  
Fax No : 580 336 0617  
Email : global@ditchwitch.com

#### Sold-to Party Address

CITY OF MINNETRISTA  
SOURCEWELL MEMBER 29792  
2415 WILSHIRE BLVD  
MOUND MN 55364-1668

## Quotation

#### Information

Quotation No. 20209091  
Document Date 03/09/2024  
Customer No. 515149  
Dealership DITCH WITCH OF MINNESOTA & IOWA  
SHAKOPEE  
PO \_\_\_\_\_  
Created by Todd Miller

#### Global Account Price Quote

##### Quote Valid until :

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT [WWW.DITCHWITCH.COM](http://WWW.DITCHWITCH.COM)

Page 1 of 2

#### Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	***** SOURCEWELL CONTRACT 110421-CMW ***** INCLUDES: OPTIONAL JIB BOOM \$1,833.00 ***** HX50A - HX50A With the following configuration: Debris Tank 500 Gallon Water Tank 200 Gallons Controls Right Hand Traffic Reverse Flow Yes Hose and Tooling 4 Inch Filter Cyclonic Separator HX Boom Jib Water Heater Yes Options Prospector Digging Lance Options Traffic Cone Storage Quiet Option Yes Prospector Digging Lance Yes Traffic Cone Storage Yes			93,233.43

#### Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



The Charles Machine Works, Inc.  
Ditch Witch Division  
1959 West Fir Avenue  
P.O.Box 66  
Perry, OK 73077  
Phone No : 1-800-654-6481  
Fax No : 580 336 0617

**Sold-to Party Address**

CITY OF MINNETRISTA  
SOURCEWELL MEMBER 29792  
2415 WILSHIRE BLVD  
MOUND MN 55364-1668

**Quotation**

**Information**

**Quotation No.** 20209091  
**Document Date** 03/09/2024  
**Customer No.** 515149  
**Dealership** DITCH WITCH OF MINNESOTA & IOWA  
SHAKOPEE  
**PO** \_\_\_\_\_  
**Created by** Todd Miller

**Global Account Price Quote**  
**Quote Valid until : 04/09/2024**

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

**FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT [WWW.DITCHWITCH.COM](http://WWW.DITCHWITCH.COM)**

**Quotation Details**

Qty	Material Description	Unit Price	Discount	Amount
	Hydraulic Oil Standard Color Standard Trailer Jack Hydraulic			
1EA	HX50A-PREP - HX50A Vacuum Excavator Prep Ass embly			
1EA	025-1038 - VT17 500 GAL HEAVY TRAILER			15,079.02
		Corporate Account Price		108,312.45
		Total Freight		1,928.00
		Installation Charge		560.00
		<b>Total Amount</b>		<b>\$ 110,800.45</b>

**Confidentiality Notice:**

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.





The Charles Machine Works, Inc.  
Ditch Witch Division  
1959 West Fir Avenue  
P.O.Box 66  
Perry, OK 73077  
Phone No : 1-800-654-6481  
Fax No : 580 336 0617  
Email : global@ditchwitch.com

### Sold-to Party Address

CITY OF MINNETRISTA  
SOURCEWELL MEMBER 29792  
2415 WILSHIRE BLVD  
MOUND MN 55364-1668

## Quotation

### Information

Quotation No. 20209092  
Document Date 03/09/2024  
Customer No. 515149  
Dealership DITCH WITCH OF MINNESOTA & IOWA  
SHAKOPEE  
PO \_\_\_\_\_  
Created by Todd Miller

### Global Account Price Quote Quote Valid until : 04/09/2024

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

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Page 1 of 2

### Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	***** SOURCEWELL CONTRACT 110421-CMW ***** INCLUDES: OPTIONAL POWER BOOM \$16,888.00 ***** HX50A - HX50A With the following configuration: Debris Tank 500 Gallon Water Tank 200 Gallons Controls Right Hand Traffic Reverse Flow Yes Hose and Tooling 4 Inch Filter Cyclonic Separator HX Boom Powered 4in Hoses Water Heater Yes Options Prospector Digging Lance Options Traffic Cone Storage Quiet Option Yes Prospector Digging Lance Yes Traffic Cone Storage Yes			108,288.27

### Confidentiality Notice:

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**PO** \_\_\_\_\_  
**Created by** Todd Miller

#### Global Account Price Quote Quote Valid until : 04/09/2024

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**FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT [WWW.DITCHWITCH.COM](http://WWW.DITCHWITCH.COM)**

Page 2 of 2

#### Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
	Hydraulic Oil Standard Color Standard Trailer Jack Hydraulic			
1EA	HX50A-PREP - HX50A Vacuum Excavator Prep Ass embly			
1EA	025-1038 - VT17 500 GAL HEAVY TRAILER			15,079.02
		Corporate Account Price		123,367.29
		Total Freight		1,928.00
		Installation Charge		400.00
		<b>Total Amount</b>		<b>\$ 125,695.29</b>

#### Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.





## Investment Proposal (Quote)

RDO Equipment Co.  
1675 126 Street West  
Burnsville (VM) MN, 55337  
Phone: (952) 890-6144 - Fax: (952) 882-2980

**Proposal for:**  
CITY OF MINNETRISTA  
7701 COUNTY ROAD 110 W  
MINNETRISTA, MN, 553649552  
HENNEPIN

**Investment Proposal Date:** 4/10/2024  
**Pricing Valid Until:** 4/24/2024  
**Deal Number:** 1763512  
**Customer Account#:** 1312007  
**Account Manager:** Christopher Conrad  
**Phone:** (507) 282-8888  
**Fax:** (507) 387-1838  
**Email:** CConrad@rdoequipment.com

### Comments

There are no units with the Strong Arm option currently in stock. This unit would need to be ordered. Current availability could come into 2025.

### Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2024 VERMEER LP573SDT  LP573SDT1006 LP573SDT HVY, 14K GVWR, 2X150 GAL WTR TANKS LP573SDT3520 HYDRAULIC JACK LP573SDT4205 INTERNAL TANK WASH-OUT 500GAL LP573SDT3600 3" HOSE & TOOLING LP573SDT4010 STRONG ARM MANUAL BOOM LP573SDT4831 DIESET HOT BOX W/RECIRCULATION KIT Freight in Freight & Prep	\$99,558.87        \$5,855.00
Equipment Subtotal:				\$105,413.87

### Purchase Order Totals

Balance:	\$105,413.87
Total Taxable Amount:	\$0.00
MN STATE TAX:	\$0.00
MN COUNTY TAX:	\$0.00
MN SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$105,413.87
Cash with Order:	\$0.00
Balance Due:	\$105,413.87

# CITY OF MINNETRISTA



## CITY COUNCIL AGENDA ITEM 4h

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**Subject:** Award preventative garage door maintenance inspections to Twin City Garage Door Company

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

**Meeting Date:** May 6, 2024

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### **Issue:**

The garage doors at the public works and public safety facilities require biannual garage door maintenance services.

### **Overview:**

The City of Minnetrista contracts for its biannual garage door maintenance services. The maintenance is for the inspection of one 10' x 10' and five 18' x 18' garage doors at the public works facility; four 14' x 14' garage doors at the public safety facility; and one 10' x 10' garage door on the storage barn/shed located east of the public safety building. Staff requested quotations from three commercial garage door service companies to do both the spring and the fall preventative maintenance inspections of the garage doors at the public works and public safety facilities. Two of the three companies responded with quotes.

### **Fiscal Impact:**

The quotes were as follows:

Vendor	2024 Contract Price	2025 Contract Price	2026 Contract Price
Overhead Door Company	\$3,898.00	\$3,898.00	\$3,898.00
Metro Garage Door	n/a	n/a	n/a
Twin City Garage Door	\$2,500.00	\$2,500.00	\$2,500.00

The vendor recommended for contract award of the biannual preventative maintenance inspection services is Twin City Garage Door Company of New Hope, MN, at a price of \$2,500.00 per year for each of the three years (2024, 2025, and 2026). Any required repairs will require a separate quote. This maintenance cost will be funded from the 101 General Fund – Building/Structure Maintenance.

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

Motion to award a 3-year contract with Twin City Garage Door Company for biannual preventative maintenance inspection services at a contract price of \$2,500.00 per year for each of the three years (2024, 2025, and 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.

# **AGREEMENT FOR 3-YEAR CONTRACT FOR BIENNIAL GARAGE DOOR PREVENTATIVE MAINTENANCE INSPECTIONS FOR THE PUBLIC WORKS AND PUBLIC SAFETY FACILITIES**

This Agreement is made this 6<sup>th</sup> day of May, 2024, by and between Twin City Garage Door Company of New Hope, a Minnesota company (“Contractor”) and the City of Minnetrista, a Minnesota municipal corporation (“City”).

## **Recitals**

WHEREAS, The City has a need to enter into a 3-year contract for biennial garage door preventative maintenance inspections at the Public Works and Public Safety facilities; and

WHEREAS, the Contractor provided the lowest quotation price amongst the three 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 provide biennial (twice per year) garage door preventative maintenance inspections at the Public Works and Public Safety facilities for the following garage doors:

- 1 – 10’ x 10’ doors at the Public Works facility
- 5 – 18’ x 18’ doors at the Public Works facility
- 1 – 10’ x 10’ door at the Public Works storage shed/barn
- 4 – 14’ x 14’ doors at the Public Safety facility

Preventative maintenance will include lubrication and adjustments of doors, openers, and safety reverse systems. The Contractor will provide recommendations and free estimates for any additional repairs that may be needed. All work is to be scheduled with the City’s Public Works department through the Public Works Director, Gary Peters.

### **2.0 TERMS**

The Contract will commence May 7, 2024 and the term of this contract will terminate on December 31, 2026. Either party may terminate this Agreement for any reason with a thirty (30) day written notice to the other party.

### **3.0 COMPENSATION**

The City will compensate the Contractor in the amount of \$1,250.00 per visit for each of the spring and fall preventative maintenance inspections for a total of \$2,500.00 per year, for each of the three years (2024, 2025 and 2026). Any additional or needed repairs will be quoted and approved before commencement of service.

### **4.0 INDEPENDENT CONTRACTOR**

Both the Contractor and the City acknowledge and agree that the Contractor is an independent contractor and not an employee of the City. Any employee or subcontractor who may perform services for the 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 contract 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 the 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

**Twin City Garage Door Company**

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

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



**From:** [John Zimmerman](#)  
**To:** [Gary Peters](#)  
**Subject:** RE: City of Minnetrista  
**Date:** Monday, April 29, 2024 10:32:56 AM

---

- 2 – 10' x 10' \$85 Each and 4 – 18' x 18' \$165 Each doors at the public works facilities
- 4 – 14' x 14' doors at the public safety building - \$165 Each
- 1 – 10' x 10' door on our shed barn (this is a new one that was not being checked) \$85 Each

Add \$145 trip charge

Add \$229 scissor lift rental

Total of \$1,949

Here you go. Thanks for the oppty and call with any questions. JOHNS 3612 363 6526

---

**From:** Gary Peters <garypeters@ci.minnetrista.mn.us>  
**Sent:** Monday, April 29, 2024 10:28 AM  
**To:** John Zimmerman <JohnZ@ohdnld.com>  
**Subject:** RE: City of Minnetrista

Good Morning John,

Our three-year contract for garage door maintenance is up and we are looking at getting a quote for bi-annual garage door maintenance for the next three years. Please let me know if you are interested, and if you are, what those numbers would be. The number of doors and sizes are below. Thanks

*Gary Peters*

Gary Peters  
Public Works Director | City of Minnetrista  
7701 County Road 110W | Minnetrista, MN 55364  
Phone: 952.446.1660 | Direct: 952.241.2532  
E-Mail: [garypeters@ci.minnetrista.mn.us](mailto:garypeters@ci.minnetrista.mn.us)  
Website: [www.cityofminnetrista.com](http://www.cityofminnetrista.com)

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**From:** John Zimmerman <[JohnZ@ohdnld.com](mailto:JohnZ@ohdnld.com)>  
**Sent:** ~~Wednesday, August 14, 2019 9:06 AM~~  
**To:** Gary Peters <[garypeters@ci.minnetrista.mn.us](mailto:garypeters@ci.minnetrista.mn.us)>  
**Subject:** RE: City of Minnetrista

**From:** Gary Peters [<mailto:garypeters@ci.minnetrista.mn.us>]  
**Sent:** ~~Wednesday, August 14, 2019 8:49 AM~~  
**To:** John Zimmerman  
**Subject:** ~~City of Minnetrista~~

## PROPOSAL

Job Name: Minnetrista Public Works  
Site Address: 7701 CTY RD 110 W  
MINNETRISTA, MN 55364

Invoice To: City of Minnetrista  
7701 CTY RD 110 W  
MINNETRISTA, MN 55364

Contact: Gary Peters  
(612) 799-8107  
garypeters@ci.minnetrista.mn.us

Sales Rep: Samuel Stenroos

Email: sam.stenroos@twincitygaragedoor.us

Work Description: Estimate to preform: Periodic Inspection and service on 11 doors.  
To be performed two times per year for a sum of \$1250 per visit....\$2,500 annually. This price is offered at a 3-year contract.

Public works facilities: 1 - 10' x 10' and 5 - 18' x 18' doors

Public safety building: 4 - 14' x 14' doors

Shed barn: 1 - 10' x 10' door

Here are the items that will be checked:

### OVERHEAD DOORS:

1. Inspect & Lubricate rollers
2. Inspect & Lubricate bearings and bushings
3. Adjust spring tension
4. Inspect & Tighten hinges & hardware
5. Inspect cables for wear or damage
6. Inspect & Adjust drums for wear or damage
7. Inspect door sections
8. Inspect and Adjust track
9. Tighten shafts, couplers, set screws
10. Inspect bottom fixtures
11. Inspect spring hardware for secure mounting
12. Inspect weather strip for wear or damage

### ELECTRICAL OPERATORS:

1. Inspect & Adjust limit switch, belt, brake, and clutch
2. Inspect & Lubricate roller chain, sprockets, and bearing
3. Inspect safety eyes & reverse mechanisms

-If major parts and labor are needed to repair the door, you will be quoted added costs before proceeding.

-The needed parts will be billed separately and installed at the Customer's direction and convenience.

\*Estimate is given on a per trip basis\*



## TWIN CITY GARAGE DOOR

5601 Boone Avenue North  
New Hope MN. 55428

Proposal: FQ2404293789

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FIXED PRICE

\$1,250.00

TOTAL Not Including Applicable Taxes

\$1,250.00

### TERMS AND CONDITIONS.

The Work Authorization, together with these Terms and Conditions, constituted the entire agreement (“Agreement”) of the parties. 1. This Agreement is for work performed on this Work Authorization only. If Customer wants API GARAGE DOOR INC. or any of its registered D.B.A.s (Twin City Garage Door Company, Garage Door Store, Twin City Garage Door) hereafter “Company”, to make any additional repairs, alterations or replacements as a result of the work performed, the Company will do so for additional compensation to be agreed upon in writing by the parties. Company is responsible for the new work only. Testing required of the old system will be done as an additional charge unless otherwise specified. 2. The Company does not know and does not represent that the current system on the property of Customer (“Property”) was originally designed and installed in such a way that the system will perform as originally intended or is suitable and sufficient for its intended purpose given the way in which the Property has been or will be used. 3. The Company will be permitted, at all reasonable times, to enter the Property to conduct the work as outlined in this Agreement. Company warrants all material furnished hereunder to be free from defects in workmanship and materials provided Customer notifies Company in writing of such defect within Ninety (90) days from acceptance of the work. Company’s sole obligation on any warranty claim is limited to replacement or repair of the defective part or material. No other express warranty is given and no affirmation of “APi Garage Door Inc.” by words or actions shall constitute a warranty. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**4. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINUNDER REFERRED TO AS “INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY’S FEES, (HEREINUNDER REFERRED TO AS “DAMAGES”) ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OR FAULT OF CUSTOMER. 5. IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF SERVICES RENDERED AND ARE UNRELATED TO THE VALUE OF CUSTOMER’S PROPERTY, THE PROPERTY OF OTHERS LOCATED ON CUSTOMER’S PREMISES, OR ANY POTENTIAL LIABILITY OR DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. CUSTOMER ACCORDINGLY AGREES THAT THE SOLE AND EXCLUSIVE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY SHALL BE LIMITED TO THE LESSER OF \$10,000 OR THE PRICE OF THE WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMAND’S, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY’S FEES, (HEREINUNDER REFERRED TO AS “DAMAGES”), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY**

**OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH “DAMAGES” ARE ACTUALLY OR ALLEGEDLY CAUSED BY NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES. 6. CUSTOMER AGREES TO REQUIRE ITS INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.**

7. This Agreement may not be assigned by Customer without the written consent of the Company. 8. Neither party shall be liable to the other for indirect, incidental, consequential or punitive damages arising out of the work. 9. If payment for work provided in this Agreement is not received by the Company within 20 days from the Customer’s receipt of an invoice for the work, Customer shall pay an interest at the rate of 1 1/2% per month on all past due sums, together with all costs of collection, including attorney’s fees. 10. The Company is not a Disadvantaged Business Enterprise. Furthermore, no DBE, MWBE or other minority program participation goals or requirements are included or inferred. Should this project involve DBE, MWBE or other minority program participation goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact the Company. 11. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The law of the state where the work is performed will govern. This Agreement supersedes all prior agreements. This Agreement may be modified only by a written instrument signed by both parties. 12. COVID-19: Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if Subcontractor (AGDI) is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Subcontractor shall be entitled to an extension of the Contract time. Furthermore, Subcontractor shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Subcontractor.

Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ PO#: \_\_\_\_\_

# CITY OF MINNETRISTA



## CITY COUNCIL AGENDA ITEM 4i

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**Subject:** Engineering Professional Services Agreement

**Prepared By:** Jasper Kruggel, City Administrator

**Meeting Date:** May 6, 2024

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**Issue:** The City of Minnetrista's engineering services agreement with WSB, last updated in 2005, is due for revision. The proposed Master Professional Services Agreement is attached for City Council review.

**Overview:** City Council reviewed this proposed agreement at the April 15, 2024, City Council Work Session and recommended this agreement for approval.

This update aims to modernize the existing agreement's language to better protect the City and to clearly define the retainer fee schedule. After thorough review by staff and Legal Counsel, and benchmarking against agreements in other cities, we are confident this updated agreement provides comparable protections. Legal Counsel has approved the agreement, paving the way for City Council's review and potential approval.

A primary focus has been the adjustment of the retainer fees, which have remained unchanged since 2005. The objective is to align these fees with current industry standards, based on comparisons with other cities within and outside Minnesota. Negotiations with WSB have led to a retainer fee schedule that respects our budget constraints while ensuring reasonable yearly increases. In 2024, the retainer fee will remain at \$2,500 per month. From 2025 to 2028, there will be a monthly increase of \$250, followed by a 3% annual adjustment starting in 2029, resulting in a \$105 monthly increase at that time. This approach is consistent with practices in other communities and is deemed fair by staff.

The agreement allows for termination by either party with 30 days' notice, unchanged from the previous agreement.

Attached you will find the master services agreement along with Task Order No. 01.

**Recommended City Council Action:** Staff recommends approving the proposed Master Professional Services Agreement with WSB for General Engineering Services.

### **Mission Statement:**

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

## MASTER PROFESSIONAL SERVICES AGREEMENT

This Agreement ("**Agreement**") is made as of February 19, 2024, by and between the **City of Minnetrista**, 7701 County Road 110 West, Minnetrista, Minnesota 55364, herein referred to as ("**Client**") and WSB LLC, 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416, herein referred to as ("**Consultant**") to provide professional services ("**Services**") by Consultant on an as needed basis when specifically requested by Client through a Task Order.

### **ARTICLE 1 – TASK ORDERS**

Client may at its discretion and as needed request services from Consultant through a Task Order. Each Task Order shall include a detailed scope of services (the "Scope of Services"), a method of compensation, and such other information as needed for Consultant to perform the services. Each Task Order shall become a part of this Agreement and be incorporated herein by reference only for that particular scope of services.

### **ARTICLE 2 – TERM AND PERIOD OF SERVICE**

This Agreement shall be valid for three (3) years from the date of execution. After the third year, this Agreement shall automatically renew for one (1) year terms unless one party gives thirty (30) days notice that they object to the renewal. An objection to renew shall have the same effect as a termination by Client. The Services described under Scope of Services shall be completed expeditiously and professionally so as to maintain the agreed upon schedule. The schedule may be modified by the parties by agreement or as a result of an excusable delay caused by Force Majeure, a Client Delay, or Change in Law or unforeseen conditions at the site.

### **ARTICLE 3 - COMPENSATION**

Unless otherwise stated in a Task Order, Consultant shall perform the work on a time and materials basis and invoice for its work monthly. If not stated in each Task Order, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Each invoice shall include details for the time and reimbursable expenses incurred the previous month. Reimbursable expenses shall include but are not limited to permit, application, testing, and recording fees, imposts, or stamps required by State, Federal, Municipal, or other government agencies in the providing of Services.

Client agrees to pay all invoices within thirty (30) days of receiving same. Any invoice not paid within thirty (30) days of the original invoice date shall bear interest at the lower of 1.5% per month or the highest rate permitted by applicable law on the unpaid balance.

If Client fails to pay any amount by the applicable due date, Consultant shall have the right to suspend work and withhold Instruments of Service (as defined below) until payment in full, including interest, is received. Consultant shall have no liability whatsoever to Client for any costs or damages that result from such suspension or withholding of Instruments of Service, and Consultant shall be entitled to reimbursement of all costs incurred while work is suspended. If Consultant resumes services after payment by Client, the time schedule and fees for remaining Services shall be equitably adjusted.

If Client fails to pay any amount by the applicable due date, Consultant shall have the right to commence collection efforts, and all collection costs incurred by Consultant shall become immediately due and payable to Consultant as such collection costs are incurred. Collection costs include, but are not limited to, legal fees, collection agency fees, court costs, and reasonable staff costs for Consultant's staff time spent in efforts to collect the overdue balance.

Client's failure to pay Consultant in accordance with this Agreement shall constitute a material breach of this Agreement and shall be cause for Consultant to suspend performance or terminate this Agreement.

If the Services are suspended by Client for more than thirty (30) calendar days, consecutive or aggregate, Consultant shall be compensated for Services performed prior to such suspension. When the Services are resumed, Consultant shall be compensated for time and expenses incurred in the interruption and resumption of Services. Consultant's fees for the remaining Services and the time schedules shall be equitably adjusted.

### **ARTICLE 4 - ADDITIONAL SERVICES**

In the event of any changes in the Scope of Services, Client Delay, changed or unforeseen conditions, Change in Law or event of Force Majeure, Client agrees to issue an Amendment for Additional Services ("**AAS**") to equitably adjust Consultant's fees and the time of performance. If Consultant is caused to increase its Scope of Services and Client does not issue an AAS that is acceptable to Consultant, compensation for the expanded Scope of Services shall be on an hourly basis according to Consultant's then-current standard rate schedule ("**Rate Schedule**"), plus reimbursable expenses.

A "Client Delay" shall include a delay caused by the Client failing to make timely decisions, a delay in the delivery of Client ordered equipment or supplies, or by a Client hired contractor or consultant not timely completing work upon which Consultant's work is dependent. "Force Majeure" is defined below in Article 13. A "Change in Law" is a change in the applicable laws or regulations applicable to the project when the change occurs after the date of the applicable Task Order.

### **ARTICLE 5 - CLIENT'S RESPONSIBILITIES**

Client agrees to provide to Consultant in a timely manner all available information, requirements, and limitations relevant to Consultant's performance of its Scope of Services, including, but not limited to, objectives, schedule, constraints and criteria, space requirements, flexibility, expandability, special equipment, systems, and site requirements. Client furnished information shall also include data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous

reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data. Consultant may rely on the accuracy of the Client's supplied information and use such information in the development of Consultant's Scope of Services. The accuracy of the Client's information is the Client's responsibility. Client shall update any information it provides if Client becomes aware of any changes in circumstances. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Client shall also notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in construction or design.

Client shall furnish right-of-way entry and continuous unimpaired access to each site subject to a Task Order for Consultant to perform its Scope of Services. Client shall also require all Utilities with facilities in the Client's right of way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule.

Where appropriate, Client shall endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Consultant of any work.

Client shall render decisions in a timely manner pertaining to documents submitted by Consultant to avoid unreasonable delay in the orderly and sequential progress of the Services, including acting promptly to approve all pay requests or requests for information by Consultant. Client shall furnish the services of other consultants when such services are requested by Consultant and are reasonably required by the scope of the project.

Client shall designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Consultant, and authority to make decisions as required for Consultant to complete services.

Client shall provide such legal, accounting and insurance counseling services as may be required and bear all costs incidental to compliance with the requirements of this article.

#### **ARTICLE 6 - INDEMNIFICATION**

To the fullest extent permitted by law, subject to the limitations set forth below in this Agreement, Client and Consultant shall indemnify and hold harmless the other and its respective directors, officers, employees, and representatives from and against all legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by the indemnitor's negligent acts, errors, or omissions. Neither party shall have a duty to defend the other party, and no duty to defend is created by this Agreement.

#### **ARTICLE 7 – LIABILITY AND CONSEQUENTIAL DAMAGES LIMITATIONS**

Client and Consultant have evaluated the parties' relative risks and benefits associated with this Agreement and the associated Task Orders, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of Consultant (and its employees and sub-consultants) to Client for all injuries, damages, claims, losses, or expenses (including attorney fees and expert fees) arising out of Consultant's services or this Agreement under any particular Task Order is limited to \$2,000,000, and Client agrees to hold Consultant harmless for any liability more than such amount. This limitation shall apply regardless of available insurance coverage, cause(s), or the theories of liability, including, but not limited to, breach of contract, negligence, contribution, indemnity, or other remedies.

Notwithstanding the language above, Client agrees that with regard to any claim arising from or relating to Consultant's provision of geotechnical engineering services, construction materials testing, special inspections, and/or environmental engineering services, including but not limited to environmental site assessments, that Consultant's liability for any claims asserted by or through Client shall be limited to \$50,000.

Client and Consultant each further agree that with regard to any claim for incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns, that the other party's total liability shall be limited to \$50,000, and shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

#### **ARTICLE 8 - STANDARD OF CARE**

Consultant will perform the Services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions in the same locale. EXCEPT AS SPECIFICALLY STATED HEREIN, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **ARTICLE 9 – [Reserved.]**



## **ARTICLE 10 - DISPUTE RESOLUTION**

If a claim or dispute arises out of or relates to Consultant's Services, this Agreement or any particular Task Order, the parties shall attempt in good faith to settle such claim or dispute through direct discussions.

Any claim or dispute arising out of or related to Consultant's Services, this Agreement, or any Task Order (except for collection procedures employed by Consultant and those waived or barred as provided elsewhere in this Agreement) that is not resolved by direct discussions shall be submitted to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Either party may file a request for mediation. Mediation shall be pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The Mediator shall be selected by the parties within fifteen (15) days of the request for mediation. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending the conclusion of mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Minneapolis, Minnesota.

Notwithstanding the foregoing, if a claim or dispute between the parties involves, relates to, or is the subject of a mechanic's lien or construction lien arising out of Consultant's Services, Consultant may proceed in accordance with applicable law to comply with all statutory requirements, including those related to lien notice and filing deadlines, prior to the commencement or conclusion of mediation or other form of alternative dispute resolution agreed to by the parties.

## **ARTICLE 11 - TERMINATION**

Either party may terminate this Agreement for convenience and without cause upon twenty-one (21) calendar days written notice.

Either party may terminate this Agreement or any Task Order for cause upon ten (10) calendar days written notice for one or more of the following reasons:

1. The other party's material breach of this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the Task Order for more than thirty (30) calendar days, consecutive or aggregate;
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the Scope of Services under a Task Order, or the failure of the parties to reach an agreement on compensation and/or scheduling adjustments necessitated by such changes.

In the event of termination of this Agreement by either party, regardless of the reason for termination, Client shall, within fifteen (15) days of termination, pay Consultant in full for all services rendered and costs incurred by Consultant up to the date of termination. Additionally, and notwithstanding any language in this Agreement to the contrary, within sixty (60) days of termination, Client shall reimburse Consultant for all expenses incurred by Consultant in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

## **ARTICLE 12 - INSURANCE**

Consultant shall carry the following insurance:

Workers Compensation	Statutory
Employers Liability	\$1,000,000
General Liability	\$2,000,000 Each Occurrence/ \$4,000,000 Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Professional Liability	\$3,000,000 Per Claim/ \$3,000,000 Annual Aggregate

General Liability shall name the Client as an additional insured. The insurer agrees to give thirty (30) days written notice in the event of cancellation by the insurer.

## **ARTICLE 13 - MISCELLANEOUS**

### **A. WORK PRODUCT / DOCUMENT OWNERSHIP**

Unless Client requests otherwise, Consultant will provide its documents and materials in an electronic format. Because electronic documents may be modified intentionally or inadvertently, Client agrees that Consultant will not be liable for any losses or damages resulting from any change in an electronic document after Consultant transmits it to Client. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Services for use solely with respect to the project associated with the particular Task Order and, unless otherwise provided, Consultant shall be deemed the owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyright. If Client has paid Consultant in full for its Services, Client shall be permitted to retain copies, including reproducible copies, of Consultant's Instruments of Service for Client's information, reference and use in connection with the project associated with the Task Order. Consultant's Instruments of Service shall not be used by the Client or others on other projects, for additions for the project

associated with the Task Order, or for completion of the Task Order services by others, except with Consultant's agreement in writing and with appropriate compensation to Consultant. In consideration of Client's use of Consultant's Instruments of Service, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its directors, officers, agents, and employees from all claims arising out of the reuse or misuse of such Instruments of Service. Under no circumstances shall transfer of the Consultant's Instruments of Service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

**B. HAZARDOUS MATERIALS**

Client represents to Consultant that for each issued Task Order, no hazardous materials exist at the Task Order project site. If there are hazardous materials at a particular site, the Client must inform Consultant of the type, quantity, and location of such hazardous materials. If hazardous materials are discovered at a particular site, then Consultant will notify the Client and, to the extent required by law, notify the appropriate governmental authority. If Consultant or any other entity encounters hazardous materials at a particular site then Consultant may without any liability to Client or any other entity suspend services until such time as Client retains the appropriate entities to identify and (as appropriate) abate, remediate, or remove the hazardous material. Client agrees that Consultant has been retained to perform professional services and shall not be required to become an arranger, operator, generator, or transporter of hazardous material (as defined by law). Client hereby agrees to indemnify, and hold harmless Consultant for all claims losses and damages arising out of the existence of hazardous materials on a particular site associated with a Task Order.

**C. UNDERGROUND UTILITY AND STRUCTURE CLEARANCE**

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.

**D. THIRD-PARTY RELIANCE**

All Services provided by Consultant are for Client's and Consultant's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended to benefit any third party.

**E. CONSTRUCTION SERVICES**

If requested by Client in the Scope of Services or AAS, Consultant shall visit the relevant site during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous review and observation of the contractor's work. Consultant does not guarantee the performance of, and shall have no responsibility for, the acts, errors or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the particular site.

Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job site safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an additional service. Consultant and Client shall then enter into an AAS detailing the terms and conditions of the requested project observation.

**F. SUBMITTALS AND PAY APPLICATIONS**

If the Scope of Services includes the Consultant reviewing and certifying the amounts due the contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the contractor's work has progressed to the point indicated and that the quality of the work is in general accordance with the documents issued by the Consultant. The issuance of a certificate for payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from

subcontractors and material suppliers and other data requested by the Client to substantiate the contractor's right to payment, or (4) ascertained how or for what purpose the contractor has used money previously paid on account of the contract sum. Contractor shall remain exclusively responsible for its work.

If the Scope of Services includes Consultant's review and approval of submittals from the contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

G. JOB SITE SAFETY

Neither the Services of Consultant, nor the presence of Consultant at the construction site, shall relieve Client, general contractor(s), or subcontractor(s) of any of their responsibilities or duties to perform the work in strict accordance with the contract documents and to comply with all health and safety precautions required by any regulatory agency. Consultant does not have authority or responsibility to control any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that contractors and subcontractors are solely responsible for job site safety and warrants that this intent shall be carried out in Client's contracts with contractors. Client also agrees that Client and its contractor(s), jointly and severally and to the fullest extent permitted by law, shall indemnify, and hold harmless Consultant and its employees against any liability related to health, injury, or job site safety.

H. OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that that proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of probable construction costs and Client expressly waives any claims related to the accuracy of opinions of probable construction costs. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator as part of its responsibilities.

I. FORCE MAJEURE

To the extent any time for performance applies, the affected party shall not be responsible for any delays due to federal, state or municipal actions or regulations, acts of foreign governments, strikes or other labor shortages, equipment or material delays or shortages, delays in issuing applicable permits, acts or omissions of the other party, inclement weather, pandemic, acts of the public enemy, fires, floods, riots, embargos, other acts of God, government shutdown, unforeseen site conditions or any other events or causes beyond the control of Consultant.

J. HEADINGS

The headings used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part hereof.

K. ASSIGNMENT

Neither party may assign this Agreement without the written consent of the other party.

L. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior oral and written agreements and understandings.

M. GOVERNING LAW

The Agreement shall be construed, interpreted, and enforced in accordance with the laws of the state of Minnesota.

N. MODIFICATIONS

This Agreement may be modified only by a written instrument executed by both parties.

O. WAIVER

No delay or failure by either party to exercise any right or remedy under this Agreement, and no partial or single exercise of a right or remedy, will waive that or any other right or remedy.

P. SEVERABILITY

Any invalidity or unenforceability of all or part of a provision of this Agreement shall be severable and shall not affect the validity or enforceability of the remaining part of that provision or other provisions.

Q. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and together which shall constitute one and the same agreement. Signatures on this Agreement that are transmitted by fax, email or other electronic means shall be valid and binding.

R. NO PERSONAL LIABILITY

It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors.

S. LIEN NOTICE – APPLICABLE TO PRIVATE PROJECTS IN MINNESOTA

**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.**

**UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

T. GENERAL LIEN NOTICE - APPLICABLE TO PRIVATE PROJECTS IN LOCATIONS OTHER THAN MINNESOTA

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, AS A PARTY SUPPLYING LABOR OR MATERIALS FOR IMPROVEMENT TO PROPERTY, WE MAY FILE A LIEN AGAINST YOUR PROPERTY IF WE ARE NOT PAID IN ACCORDANCE WITH THIS AGREEMENT.**

U. DATA PRACTICES ACT COMPLIANCE

Any and all data provided to the Consultant, received from the Consultant, created, collected, received, stored, used, maintained, or disseminated by the Consultant pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. The Consultant agrees to notify the Client within three (3) business days if it receives a data request from a third party. This section does not create a duty on the part of the Consultant to provide access to public data to the public if the data are available from the Client, except as required by the terms of this Agreement. These obligations survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the day and year first above written.

**CITY OF MINNETRISTA**

**WSB LLC**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit A – Sample Task Order

Master PSA Task Order No. [INSERT NO.]

This Task Order No. [INSERT NO.] ("Task Order") is made as of [INSERT TODAY'S DATE] ("Effective Date"), under the terms and conditions established in the Master Professional Services Agreement dated February 19, 2024 ("Master Agreement"), between the City of Minnetrista ("Client") and WSB LLC ("Consultant"). This Task Order authorizes and describes the scope, schedule (REMOVE IF NOT APPLICABLE), and payment conditions for Consultant's professional services ("Services") on the project known as: [INSERT PROJECT NAME & LOCATION] ("Project").

1. **SCOPE OF WORK:**

2. **SCHEDULE:** [if applicable]

3. **PAYMENT:**

[The lump sum fee is \$ \_\_\_\_\_ [including] OR [excluding] expenses] OR [Consultant shall provide the Services on a time a materials basis in accordance with the attached rate schedule. Expenses will be billed as incurred.]

4. **ADDITIONAL PROVISIONS:**

[None or ADD]

This Task Order is executed pursuant to the Master Agreement, effective as of the Effective Date. Execution of this Task Order by Client and Consultant authorizes Consultant to carry out and complete the Services described herein in strict accordance with the Master Agreement.

City of Minnetrista

WSB LLC

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**MASTER PSA TASK ORDER NO. 1  
GENERAL ENGINEERING SERVICES**

This Task Order No.1 ("Task Order") is made as of February 19, 2024 ("Effective Date"), under the terms and conditions established in the Master Professional Services Agreement dated February 19, 2024 ("Master Agreement"), between the **City of Minnetrista** ("Client") and WSB LLC ("Consultant"). This Task Order authorizes and describes the scope and payment conditions for Consultant's professional services ("Services").

**I. SCOPE OF SERVICES.**

**1) GENERAL CITY ENGINEERING (RETAINER) SERVICES.**

These services will generally be performed by Alyson Fauske or another mutually agreeable employee of Consultant (the "City Engineer") and Chris Bunders or another mutually agreeable employee of Consultant (the "Assistant City Engineer"). The City Engineer will provide the Client with up to twelve (12) hours per week at City Hall as directed by the City Administrator.

- A. Attend City staff meetings on a weekly basis.
- B. Meet with the City Administrator and Public Works Director additionally as required.
- C. Attend City Council meetings.
- D. Provide advice and recommendations to the Public Works Director regarding engineering needs.
- E. Attend preliminary meetings with land use applicants and potential developers.
- F. Respond to constituent requests and issues as directed by staff.
- G. Coordinate charge back costs related to developer projects.
- H. Act as the Client's liaison with other engineering agencies as directed by Client.
- I. Identify grant and funding opportunities for local improvements.
- J. Manage the MSA program, including filing the annual Certificate of Mileage, reporting the annual Needs, and assisting with designation/revocation of routes on the State Aid system.

**2) OTHER GENERAL CITY ENGINEERING SERVICES.**

- A. Additional general engineering services as directed by the City Council and Administrator that are not included in Section I.1) will be billed on an hourly basis according to Consultant's current fee schedule.

**3) PROJECTS.**

**A. PRELIMINARY REPORT/STUDY PHASE.**

Subject to further clarification and refinement on a project-by-project basis, the Consultant shall in proper time and sequence:

- 1. Consult with the Client representative to determine the requirements of the project, review available data, attend necessary conferences, and be available for general consultation.
- 2. Advise the Client as to the necessity of the Client's providing or obtaining from others data or services and assist the Client in obtaining such data and services.
- 3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate in consultations with such authorities.
- 4. Make such preliminary studies, layouts, or field surveys to verify and supplement existing elevation and topographic information and preliminary cost estimates.
- 5. Assist the Client in obtaining reasonable subsurface investigations as required for the preparation of the feasibility report.
- 6. Prepare a feasibility report in sufficient detail to assist the Client with decision making. The report will include schematic layouts, sketches, conceptual design criteria with appropriate exhibits to indicate the considerations involved (including applicable requirements of governmental authorities having jurisdiction over the project), preliminary estimate of project cost, estimated assessments, preliminary identification of right-of-way and easement requirements, and the Consultant's conclusions and recommendations.
- 7. Furnish copies of the feasibility report documents and review the feasibility report with Client staff.
- 8. If required, the Consultant shall present the feasibility report to the proper reviewing agencies and to the City Council. The Consultant shall attend the public hearing for the project.

**B. FINAL DESIGN PHASE**

Subject to further clarification and refinement on a project-by-project basis, the Consultant shall in proper time and sequence:

- 1. On the basis of the accepted preliminary design documents and the current opinion of probable cost, prepare contract documents consisting of final drawings and specifications to show and describe the scope, extent, and character of the work to be furnished and performed by Contractor(s) including Advertisement for Bids, Instructions to Bidders, Bid Form, Form of Agreement, Performance and Payment Bond Form, General Conditions, Special Conditions, and Technical Specifications.

2. Provide technical criteria, written descriptions and design data for use in filing applications for routine permits or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project, and assist the Client in consultations with appropriate authorities. The Consultant shall prepare and submit all permit applications to the appropriate agencies. The Client shall be responsible for all permit fees.
  3. Advise the Client of any adjustments to the latest opinion of probable cost caused by changes in extent or design requirements of the project and furnish a current opinion of probable cost based on the drawings and specifications.
  4. Prepare for review and approval by the Client, its legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, advertisement for bid and instructions to bidders, and assist in the preparation of other related documents.
  5. Furnish copies of the above documents and of the drawings and specifications and present and review them with the Client. Make revisions and adjustments as required following review by the Client.
- C. BIDDING PHASE
- Subject to further clarification and refinement on a project-by-project basis, the Consultant shall in proper time and sequence:
1. Furnish plans and specifications for agency review and furnish copies to the City for bidding and construction purposes as a part of this Contract.
  2. Issue addenda as appropriate to interpret, clarify, or expand the bidding documents.
  3. Assist the Client in obtaining and evaluating bids and awarding contracts for the construction of the project.
  4. Consult with and advise the Client as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for the portions of the work as to which such acceptability is required by the bidding documents.
  5. Consult with and advise the Client concerning and determining the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
  6. Attend bid opening and prepare bid tabulation sheets.
- D. CONSTRUCTION PHASE
- Subject to further clarification and refinement on a project-by-project basis, the Consultant shall in proper time and sequence:
1. Consult with and advise the Client and act as the Client's representative as provided in the contract documents, which may not be modified to affect Consultant's responsibilities except by written agreement signed by the Client and the Consultant.
  2. Conduct pre-construction conference to be attended by the Contractor, Client, and others as may be requested by the Client.
  3. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s), and to determine if such work is proceeding in accordance with the contract documents. During such visits and on the basis of the on-site observations, the Consultant will keep the Client informed of the progress of the work and will endeavor to identify for the Client defects and deficiencies in the work of the Contractor(s). This agreement does not require the Consultant to evaluate contractor's safety methods. It is agreed that safety matters are Contractor's responsibility, and that the Consultant shall be responsible only for the acts or omissions of its own employees. The Consultant may disapprove work as failing to conform to the contract documents. The Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Consultant shall be obligated, however, to disclose known dangerous circumstances to the Client.
  4. Review samples, schedules, shop drawings, the result of tests and inspections, and other data which the Contractor is required to submit, but only for the conformance with the design concept of the project and compliance with the information given in the contract documents, (but such review shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incidental thereto). The Consultant shall receive and review (for general content as required by the specification), maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by the Contractor in accordance with the contract documents.
  5. Issue all instructions of the Client to Contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required for the Client's approval and have authority, as the Client's representative, to require special inspection or testing of the work. The Consultant's recommendations are based on on-site observations as an experienced and qualified design professional. The recommendations by the Consultant constitute a representation to the Client that to the best of their knowledge, information and belief, the work



has progressed to the point indicated on said application and the quality of work is in accordance with the contract documents, subject to the results of any subsequent test called for by the contract documents and any qualifications stated in his recommendations.

6. Conduct, in the presence of the designated representative, a site visit to determine if the project is substantially complete and conduct a final site visit to determine if the work has been completed in accordance with the contract documents. Such site visits may include representatives from the Client and/or other involved governmental agencies. If the Contractor has fulfilled all of his obligations, the Consultant shall give written notice to the Client and the Contractor that the work is acceptable for final payment.
7. The Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Consultant shall be obligated, however, to disclose known dangerous circumstances to the Client.
8. The Consultant shall furnish the Client with a list detailing final quantities and costs in a letter stating to the best knowledge of the Consultant that the work is in compliance with the plans, specifications and change orders.
9. Review the Contractor's application for payment, determine the amount owing the Contractor and make recommendations to the Client regarding the payment thereof.

**4) DEVELOPMENT/APPLICATION REVIEW.**

Subject to further clarification and refinement on a project-by-project basis, the Consultant shall in proper time and sequence:

- A. Following notice from the City Administrator or City Council, review the platting, concept, design, plans and specifications for Development Projects to determine that they comply with those written City Standards that have been approved by the City Council for such projects. Upon completion of the review, submit a written report to the City Council to assist the applicant and the City Council in making decisions regarding the proposed Project.
- B. Inform the Client of the progress of each Development Project under construction. The report should include schedule and progress information.
- C. Provide recommendation on development security amounts, reduction requests and release.
- D. Submit a written report to assist the City Council in determining that the project has been completed according to the approved plans. The Consultant shall acquire from the developer or the developer's engineer plans of the work that have been revised to show "as constructed" conditions, said plans to be submitted to the Client within 90 days following completion of the project once all necessary information has been reviewed and approved.

**5) ADDITIONAL SERVICES.**

Subject to further clarification and refinement on a project-by-project basis, the Consultant shall in proper time and sequence:

- A. GIS Support. Provide GIS support services as a separate Task Order.
- B. MS4 Services. Provide MS4 services as a separate Task Order.
- C. Building Permit and As-Built Grading Reviews. Provide Building Permit and As-Built Grading Reviews as a separate Task Order.
- D. Traffic Counting Services. Provide traffic counting services as a separate Task Order.
- E. Construction Services. Services including monitoring of City and private projects, review of construction plans, and construction staking and surveying that are not included as part of a public improvement project or escrowed private development.
- F. Subconsultant Services. Providing services of professional subconsultants as required for a particular project.
- G. Surveying Services. Providing the type of surveying or related engineering services necessary for preparation of permanent and/or temporary easements, boundary surveys, or plat documents.
- H. Plan Review. Review of developer's plats and concept plans. Provide assistance to the developer in preparing a plat for improvement projects.
- I. Additional services in connection with the project not otherwise provided for in this Agreement.

## II. PAYMENT.

The Client shall pay the Consultant for Services rendered on the basis of a negotiated lump sum fee or on an hourly basis, as mutually agreed to and deemed fair and reasonable for the particular work to be performed. The method of payment will be determined at the start of the project. Expenses will be billed as incurred. The retainer amount will be reviewed with the Client annually from a scope and compensation perspective. Any adjustments to the retainer scope and compensation must be approved by the City Council.

Consultant's current fee schedule with hourly rates is attached to this contract as Exhibit A. The rate schedule is for 2024; and will remain in effect for services rendered through December 31, 2024. The fee schedule will be evaluated on an annual basis by the Consultant and adjusted to account for inflation and other factors. The Consultant will submit a revised fee schedule prior to December 31 on an annual basis.

The following represents the compensation terms:

### A. GENERAL CITY ENGINEERING DUTIES

Consultant will be compensated for City Engineering retainer services as shown below.

2024 - \$2,500/month (\$30,000)  
2025 - \$2,750/month (\$33,000)  
2026 - \$3,000/month (\$36,000)  
2027 - \$3,250/month (\$39,000)  
2028 - \$3,500/month (\$42,000)

The City Engineering retainer will increase 3% annually for services extended beyond 2028.

### B. PROJECTS

Subject to the discretion of the Client to award work to others, the Consultant will be awarded other Client engineering work where they have proven experience and expertise. This work, as outlined in the Scope of Services section, would include but is not limited to:

- Feasibility Reports
- Design Related Activities
- Infrastructure Construction Inspection
- Preparation of Plans and Specifications
- Management of Private/Public Improvement Projects
- Work Requiring other Engineering Staff for:
  - Drainage Studies
  - Comprehensive Plan Work
  - Computer Mapping (GIS)
  - Traffic Studies and Analysis

This work shall be compensated on an hourly basis using the annual fee schedule attached hereto as Exhibit A; or will be made the subject of a separate Task Order for services.

Compensation for specific studies or the design and construction of Client improvements will be determined on a project-by-project basis. The proposed compensation will be detailed within a written letter proposal submitted by the Consultant to the Client prior to beginning work. If the scope of the project changes after it is authorized, the Consultant will discuss it with the Client and determine an appropriate fee modification. Typically, project fees are billed either as lump sum or hourly not-to-exceed.

### C. DEVELOPMENT/APPLICATION REVIEW

Services related to development review or review of other applications will be completed by the Consultant on an hourly basis as needed.

### D. INDEPENDENT CONSULTANTS

The cost of services performed by independent consultants or agencies for environmental evaluation, soil testing, laboratory services, or other services will be billed to the Client.

### E. RECEIPT OF PAYMENT

Consultant shall submit monthly invoices on a percent complete basis. Separate statements shall be submitted for each project, or a detailed breakdown shall be furnished showing the distribution of charges to each project. The Client shall pay Consultant upon receipt of each monthly invoice.

### F. EXPENSES

Consultant shall be reimbursed for reasonable expenses related to the scope of services of this contract and/or individual projects. The Consultant shall be reimbursed for the actual cost of the expenses, without markup. Typical expenses include, but are not limited to, the following:

- Permit fees
- Plan and specification reproduction fees
- Costs related to the development of project photos

The following shall not be considered reimbursable expenses:

- Mileage
- Mobile phone usage
- Computer equipment time
- Preparation and reproduction of common correspondence
- Mailing

### III. ADDITIONAL PROVISIONS:

**None.**

This Task Order is executed pursuant to the Master Agreement, effective as of the Effective Date. Execution of this Task Order by Client and Consultant authorizes Consultant to carry out and complete the Services described herein in strict accordance with the Master Agreement.

**CITY OF MINNETRISTA**

**WSB LLC**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# 2024 Rate Schedule



	Billing Rate/Hour
SR. PRINCIPAL   SR. ASSOCIATE	\$249 – \$265
PRINCIPAL   ASSOCIATE	\$184 – \$237
SR. PROJECT MANAGER   SR. PROJECT ENGINEER	\$184 – \$237
PROJECT MANAGER   PROJECT MANAGER ASSISTANT	\$90 – \$180
PROJECT ENGINEER   GRADUATE ENGINEER	\$108 – \$179
ENGINEERING TECHNICIAN   ENGINEERING SPECIALIST	\$72 – \$177
LANDSCAPE ARCHITECT   SR. LANDSCAPE ARCHITECT	\$82 – \$172
ENVIRONMENTAL SCIENTIST   SR. ENVIRONMENTAL SCIENTIST	\$73 – \$170
PLANNER   SR. PLANNER	\$85 – \$177
GIS SPECIALIST   SR. GIS SPECIALIST	\$82 – \$177
CONSTRUCTION OBSERVER	\$110 – \$143
SURVEY	
Survey Office Technician	\$128 – \$159
Drone Pilot	\$186
One-Person Crew	\$186
Two-Person Crew	\$250
OFFICE TECHNICIAN	\$64 – \$140

Costs associated with word processing, cell phones and reproduction of common correspondence are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

# CITY OF MINNETRISTA



## CITY COUNCIL AGENDA ITEM 6A

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**Subject:** CONCEPT/SKETCH PLAN: Application from Jeff Green on behalf of several property owners for concept plan of a 26 lot subdivision of the properties located at south of County Road 110W and east of Cardinal Cove Drive.

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

**Meeting Date:** May 6, 2024

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**Overview:** Jeff Green (the “Applicant”) has submitted an application for a Sketch Plan Review on behalf of several property owners for a 26 lot subdivision of the properties located at 6701 County Road 110W; PID# 22-117-24-43-0002, 36 Address Unassigned; PID# 22-117-24-43-0004, 6710 Halstead Avenue; PID# 22-117-24-43-0003, and 6750 Halstead Avenue; PID# 22-117-24-43-0042 (the “Properties”). The Properties are currently zoned R-2 Low-medium Density Single-Family Residential. The concept plan also includes 6639 Bartlett Boulevard; PID# 22-117-24-43-0007 in the city of Mound.

**Background:** The sketch plan is an initial presentation of the applicant’s intention and serves as the basis for conceptual discussion between the city and the applicant. The purpose of the review is to allow staff, the Parks and Planning Commissions, and the City Council an opportunity to guide the applicant as to what is generally expected by the city, and to alert an applicant to potential problems with the proposal. This feedback can then be used by an applicant to make an informed decision on whether to proceed with a formal preliminary application. The sketch plan review does not require any formal approval or denial from the City Council.

**Discussion:** The City Council should considered the following discussion areas when reviewing the proposed concept plan:

- **Comprehensive Plan:** The Properties are currently guided for long term Residential Medium land uses, which calls for a minimum density of 6 units per acre and a maximum density of 12 units per acre. As proposed, the density is roughly 2.7 units per acre, which is well below the minimum planned density of 6 units per acre according to the 2040 Minnetrista Comprehensive Plan. Therefore, if the Applicant proposes to move forward with a future application similar to this concept, a Comprehensive Plan Amendment would need to be pursued prior to a preliminary plat application.
- **Proposed Lot Configuration, Lot Standards, & Density:** The current zoning classification of the Properties requires a minimum net density of 2 units per acre

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and a maximum net density of 3.5 units per acre. The overall concept plan is for 26 single-family homes, with 20 being detached and 6 being duplex or twin homes. In addition to the 26 homes located within the city of Minnetrista, there are 12 units plus a clubhouse are located within the city of Mound. The proposed density of the Properties in Minnetrista is roughly 2.7 units per acre, which is consistent with the zoned density.

Lots within the R-2 zoning district are required to be at a minimum 75 feet wide, 100 feet deep, and consist of at least 11,000 sq. ft. The Properties are also located within the Shoreland Overlay District, which requires a width of 100 feet and lot area of 23,000 square feet both of which are more restrictive than the underlying R-2 zoning. Many of the lots in the proposed concept plan do not meet these requirements. The Applicant would need to consider a rezoning to Planned Unit Development (PUD) as part of any future application should this plan move forward.

Regarding lot standards, R-2 zoning requires a front setback of 30 feet, side setback of 10 feet, and rear setback of 25 feet. The Shoreland Overlay District further restricts the front setback to 35 feet. The maximum lot coverage per the R-2 zoning is 35% of the total lot area. The Shoreland Overlay District further restricts the maximum allowed lot coverage to 25% of the total lot area. Some of the setbacks, particularly on the corner and double frontage lots, as shown incorrectly. Corner lots and double frontage lots need to meet the front setback on both streets. As part of the rezoning to PUD for lot sizes and standards, the setbacks could also be an area of flexibility the Applicant would need to seek if they are unable to revise the setbacks.

- **Grading, Drainage, & Erosion Control:** The Applicant shall submit a grading, drainage, and erosion control plan that includes, at a minimum, the information as prescribed in city code which includes existing and proposed contours, drainage patterns and facilities, storm water and drainage calculations, and any planned modifications to wetlands.
- **Utilities:** The Applicant will be responsible for water access charges (WAC), sewer access charges (SAC), and trunk fees necessary for the construction of a common water and sanitary sewer system infrastructure. The water trunk fee is \$11,500 per acre and the sewer trunk fee is \$1,800 per acre as of 2024. The City water engineering consultant AE2S has reviewed the proposal and their comments have been attached for review.
- **Streets & Storm Water:** The proposed concept plan gains access from County Road 110W. City staff has reached out to Hennepin County regarding any comments they would have about the proposed concept. They recommend that the applicant revisit the proposed access. Their plan includes four access points on the county road: Cardinal Cove Dr, Halstead Ave (shown as Koehler St), and two “new roads”. The two new roads are existing driveways that are proposed as new

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roads. Given the change in use to the property, these would be considered new access points. The County would not be able to permit those two eastern access points. The county needs to consider adequate spacing between driveways and intersections to maintain safe operations on the county roadway. The sight distance is also challenging east of Halstead Ave. They recommend that the applicant consider internal circulation to provide access to County Road 110 via Cardinal Cove and Halstead Ave (Koehler St).

The City Engineer reviewed the proposed street layout and provided comments in the review memo attached.

The Applicant must demonstrate that the proposed development is able to satisfy regulations outlined in the City's Surface Water Management Plan. Storm water calculations will need to be submitted with future applications for review.

The Applicant must also submit a storm water pollution prevention plan (SWPPP) / erosion and sediment control plan with future applications for review. This plan must conform to the MPCA's NPDES permit requirements and the City's erosion control ordinance.

- **Soils, Signage, & Lighting:** The Applicant shall submit plans showing the location of soil testing sites, a soils report, proposed location for any street signs or lights, and any permanent monument signs for review with a future application.
- **Tree Preservation & Landscape Plan:** Section 510.07 shall apply to any subdivision the results in 5 or more units, lots, parcels, tracts, or long-term leaseholds regardless of the particular zoning district. The Applicant will be required to submit a tree inventory, removal, and replacement plan as part of any future application.

Developments in which the tree preservation ordinance applies are allowed to remove up to 30% of the total caliper inches of significant trees. A significant tree is a structurally sound and healthy deciduous tree measuring 6 caliper inches or greater or a structurally sound and healthy coniferous tree measuring 4 caliper inches or greater. Trees which are dead, diseased, or considered an invasive species are not considered significant trees. In the event the caliper inches removed exceed 30%, the Applicant will be required to submit a landscape plan showing the total caliper inches to be replaced. For planned removal, replacement trees shall be required at a rate of one caliper inch for every one caliper inch of trees lost. Should the development not accommodate the required replacement, the City Council may allow the Applicant to contribute \$100 per caliper inch to the city's tree replacement and environmental enhancement fund.

- **Architectural Renderings of Buildings & Residential Design Standards:** Section 505.07 Subd. 12 is intended to promote variety, diversity, lifestyle (rural, suburban, and lakeshore) and means for pedestrian movements in residential

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development in keeping with the character of the city. Developments which contain 10 or more single family, detached dwelling units will have at least 4 different housing models. The Applicant will be required to submit housing models as part of any future application.

- **Homeowners Association & Subdivider's Agreements:** The City Council may, upon recommendation of the Planning Commission and/or City Staff require the subdivider to create a viable homeowner's association, acceptable to the City which will be responsible for the ownership and maintenance of among other things: common facilities, private roads, private sewer and water lines, open space, pathways, storm drainage ways, and storm drainage ponds, and any improvements which are not to be accepted by the city for public ownership and maintenance. When a homeowner's association agreement is required by the city, or whenever a subdivider intends to create a homeowner's association, the form and content of the association agreement must be approved by the city prior to final plat approval.

The City Council may, upon recommendation of the Planning Commission and/or city staff, require the subdivider to execute a subdivider's agreement prior to final plat approval. The subdivider's agreement will set forth in the standard city form those improvements required to be completed as a condition of subdivision approval, the party responsible for the installation and maintenance of the improvements, and the method of payment of the installation and maintenance costs.

**Parks Commission Comments:** The Parks Commission reviewed the Concept/Sketch Plan at their April 9, 2024 meeting. Their review centered on the future Park Dedication requirement. After reviewing the proposed plan, the consensus amongst the Parks Commission was for the Applicant to expect to pay cash-in-lieu of land in the sum of 12% of fair market value of the land to be developed. An appraisal or purchase price would need to be submitted with a future application.

**Planning Commission Comments:** The Planning Commission reviewed the Concept/Sketch Plan at their April 22, 2024 meeting. Out of their review, the general consensus was an appreciation for the variety of housing and overall density. The main talking points that the Applicant will need to work on is streets/road access and water service/drainage. The Planning Commission wanted to remind the Applicant that irrigation needs to come from the stormwater ponds and of the driveway servicing the neighbor to the southwest encroaches upon the development area.

**Recommended Action:** Since a concept plan does not require any formal action from the City, the City Council should review the materials and information provided within this staff report and provide the Applicant with guidance on a future application submittal. The City Council should work to develop a consensus amongst themselves when providing guidance.

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**Attachments:**

1. Location Map
2. Applicant Narrative
3. Concept Plan Set
4. Review Memo from City Engineer
5. Review Memo from City Water Engineer AE2S

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## 6701 County Road 110W & Adjacent Properties




1 in = 200 Ft



April 4, 2024

## Map Powered By Data

 City Boundary

City Mask

## Address Labels

Parcels







May 1, 2024

Nickolas Olson  
Senior City Planner | City of Minnetrista  
7701 County Road 110W | Minnetrista, MN 55364

RE: Proposed Development  
Tract 1 -6750 Halstead Ave  
Tract 2 – No Address 22-117-24-43-0004  
Tract 3 - 6710 Halstead Ave  
Tract 4 - 6701 County Road NO110W

Below please find our submittal and narratives from the Sketch Plan Procedure Checklist:

1. A completed land use application form signed by all property owners along with payment of the proper filing fee.
2. Written Statements providing information regarding your proposal. Please provide a separate answer for each of the lettered items listed below (answers must be submitted in both hard copy and electronic form – txt. Files or MS Word form):
  - a. A listing of contact information including name(s), address(es) and phone number(s) of: the owner of record, authorized agents or representatives, engineer, surveyor and any other relevant associates:
    - i. Owners of Record:
      1. Pine Financial Group  
6900 W 38<sup>th</sup> Ave, Suite 208  
Wheat Ridge, CO 80033  
303-835-4445  
Kevin Amolsh + Jared Seidenberg
      2. Berg Residential Development, LLC  
15250 Lawndale Lane  
Dayton, MN 55327  
612-308-5895  
Scott Berg
      3. D Reinhart + LA Reinhart  
6750 Halstead Ave  
Minnetrista, MN 55364
    - ii. Authorized Agents / Representatives:

1. Jeff Green, Owner's Representative,  
[jgreen5280@gmail.com](mailto:jgreen5280@gmail.com), 303-921-5655
  2. Tom Goodrum, Senior Project Manager – Moore Engineering  
[tom.goodrum@mooreengineeringinc.com](mailto:tom.goodrum@mooreengineeringinc.com), 612-791-6337
  3. Rebecca Aldaco, Project Architect -Zaga Design Group,  
[beck@zagadesigngroup.com](mailto:beck@zagadesigngroup.com), 720-261-3122
- b. A listing of the following site data: Address, current zoning, parcel size in acres and square feet, property identification number(s) (PID), and current legal description(s);
- i. Tract 1 -6750 Halstead Ave, 4.47 Acres / 194511 SF, 22-117-24-43-0042
  - ii. Tract 2 – No Address, .48 Acres / 20,810 SF, 22-117-24-43-0004
  - iii. Tract 3 - 6710 Halstead Ave, .59 Acres / 25,844 SF 22-117-24-0003
  - iv. Tract 4 - 6701 County Road NO110W, 4.17 Acres, 181,628 SF, 22-117-24-0002
  - v. *Tract 5 (Mound) – 6639 Bartlett Blvd, 1.65 Acres, 72,042 SF, 22-117-24-0007*
- c. A listing of general information including:
- i. The proposed name of the subdivision: Halstead Estates
  - ii. The number of proposed lots: 23 Residential Lots
  - iii. Acreage dedicated for open space: 1.6 acres
  - iv. Acreage dedicated within rights of way: .93 acres of new roads
- d. A description of the land's current characteristics (i.e. rolling hills, streams, wetlands, beautiful views, mature woods, etc.
- i. The property consists of a wooded rolling topography sloping mostly north to south toward Lake Minnetonka. Due to past activities, there is now a slope dissecting the northeast corner creating an elevated vista that provides a natural break in the property and an extraordinary view of the lake. In addition, an earthen mound also exists along the western side of the site rising eighteen feet. The site is mostly vacant except for a north/south road bisecting the site with two single family homes located west of the road along the south end of the site.
  - ii. The site is bounded by County Road 110 along the north, Cardinal, Cove Drive to the west, Halstead Avenue to the south and the city of Mound to the east. Single family homes exist around the

perimeter of the property with vacant farmland to the north beyond County Road 110. There is a second access onto the site from County Road 110 to the top of the northeast vista.

- e. A narrative explaining the intent of the project and/ or your vision for the finished product.
  - i. The new patio home project in Minnetrista, Minnesota, aims to offer a unique blend of housing within the area's natural and regulatory framework. By integrating a variety of housing types, including single-family and duplex homes, alongside both ranch and two-story models with oversized garages, we plan to cater to diverse homeowner needs while ensuring minimal environmental impact.
  - ii. Our design approach prioritizes the preservation of existing vegetation and the land's natural topography, aligning with the goal to disturb the landscape as little as possible. This commitment extends to maintaining the property's watershed requirements and prioritizing views towards the lake, wherever possible, to enhance the living experience without compromising the area's natural beauty.
  - iii. In essence, this project is about developing a community that respects Minnetrista's environmental guidelines and aesthetic values. It's about creating homes that offer modern conveniences and diverse architectural styles while preserving the natural charm of their settings. This balance of innovation and conservation is at the core of our mission, as we strive to deliver a project that is both desirable and respectful of its environment.
  
- f. A Statement showing the proposed density of the project with the method of calculating said density shown.

PARCEL INFO / DENSITY TABLE		
TRACT	SIZE	DENSITY (2 U/ACRE MIN) (3.5 U/ACRE MAX)
TRACT 1 (MINNETRISTA) 22-117-24-43-0042 6750 HALSTEAD	4.47 ACRES	9 UNITS MIN 16 UNITS MAX 13 UNITS PROVIDED
TRACT 2 (MINNETRISTA) 22-117-24-43-0004 NO ADDRESS	.48 ACRES	1 UNITS MIN 2 UNITS MAX 2 UNITS PROVIDED
TRACT 3 (MINNETRISTA) 22-117-24-43-0003 6710 HALSTEAD	.59 ACRES	1 UNITS MIN 2 UNITS MAX 1 UNIT PROVIDED
TRACT 4 (MINNETRISTA) 22-117-24-43-0002 6701 CO RD NO110W	4.17 ACRES	8 UNITS MIN 15 UNITS MAX 10 UNITS PROVIDED
TRACT 5 (MOUND) 22-117-24-43-0007 6639 BARTLETT BLVD	1.65 ACRES	MIXED UNITS 16 UNITS MAX 13 UNITS PROVIDED
TOTAL	11.36 ACRES	39 UNITS PROVIDED

- i.
- g. A narrative addressing concerns/ issues raised by neighboring properties (staff always suggests discussing your proposal with the neighboring land owners to get a sense of what issues may arise as your application is processed);
  - i. Taking feedback from previous neighborhood meetings regarding the development of this site, we have designed the project to address 3 primary concerns: 1) increased traffic and traffic flow on Halstead Ave (shoreline), 2) water run-off and 3) keeping more natural aspects within the project. The current design has taken all of these concerns into account, and incorporates an integrated layout with the current topography as much as possible to reduce deforestation and excavation, create open space for the subdivision, contain traffic flows within the property and improve watershed from the property.
- h. Discuss proposed infrastructure extensions (i.e. proposed roadways, sewer systems, water systems, sidewalks / trails, parking, etc.)
  - i. The site is well served by public infrastructure. Water and sewer services are provided via existing services in the southeast corner that are connected with the city Mound. The services are aligned with the east/west Halstead Avenue and serve the homes south of the road. Water and sewer are also located within Cardinal Cove Drive to the east. There is a 10-inch water line within the County Road 110 right of way. The project will connect to the existing infrastructure best suited for gravity flow and capacity.
  - ii. The property has road access from County Road 110 via the existing north/south extension of Halstead Avenue. The proposed internal street connectivity is solely from the internal north/south

extension of Halstead Avenue. There is no new road or driveway connection to the existing east/west extension of Halstead Avenue nor from Cardinal Cove Drive. Additional road access is proposed from County Road 110 where current accesses exists on top of the northeast vista and the Mound parcel.

- iii. Stormwater ponds are proposed near the area where the two Halstead Avenues intersect at the southern portion of the site. This area takes advantage of the natural drainage pattern within the site. The ponds have not been sized at this time but will be constructed to meet city and watershed standards.
- iv. Trails and sidewalks have not been incorporated into the plan at this time. We expect some type of shared pedestrian connectivity with neighboring properties will be developed as part of the final plan. The Mound portion of the project includes land extending to Lake Minnetonka. It has not been determined if or how pedestrian connectivity from the Minnetrista portion will be provided to that parcel.
- i. A description of how conflicts with nearby land uses (livability, value, potential future development, etc.) and/or disturbances to wetlands or natural areas are being avoided or mitigated;
  - i. The project is designed to create a neighborhood that minimizes conflict with the neighboring properties. The project will fully complete the expected development of the area with single-family homes plus three duplex's along County Road 110. The project will not introduce any new roads or driveways onto existing streets, preventing any new traffic into current neighborhoods. Although more traffic will be added to County Road 110 the traffic amounts will be within the designated road capacity allotments. Stormwater ponds will be designed to treat and control water flow from our site prior entering neighboring properties. Efforts will be made to preserve trees and to provide screening and landscaping elements that will be harmonious with the neighborhood. There are no wetland or floodplain impacts caused by the project and the site will be graded to create a more homogenized landscape. It is expected that the quality of the development will improve values in the area while not interfering with the character of the existing neighborhood.

- j. Provide justification that the proposal will not place an excessive burden on roads (traffic), sewage, water supply, parks, schools, fire, police , or other public facilities / services (including traffic flows) in the area:
    - i. The setbacks and number of units we are proposing for the residential lots follow the Minnetrista zoning and density for the property, and therefore follows the City's predetermined loads to the area.
  - k. If applicable, provide a description of proposed lakeshore access:
    - i. We are proposing to have shared dock access on the Mound tract, as that includes the land extending to Lake Minnetonka.
  - l. A description of proposed parks and / or open space. Please include a brief statement on the proposed ownership and maintenance of said areas:
    - i. We are proposing three areas of the property to include open space and / or parks, totaling roughly 1.6 acres. These areas would be maintained through an HOA.
  - m. A proposed development schedule indicating the approximate date when construction of the project, or stages of the same, can be expected to begin and be completed (including the proposed phasing of construction of public improvements and recreational and common space areas).
    - i. See Attached spreadsheet labeled 'Proposed Development Schedule'
3. Verification of Ownership (See attached copy of purchase agreement and tax statements)
4. Survey: Three (3) Copies of certified survey (see attached) and proposed utility maps, Proposed Architectural Site Plan and Proposed Enlarged Site Plans
5. An electronic file of the certified site plan (see attached PDF)
6. Any other information required by city staff, commissioners, or council members necessary to provide a complete review of the sketch plan. Information deemed critical to the review process not listed in this handout may be requested.

Sincerely,





Rebecca Aldaco, Project Architect  
Zaga Neighborhood Design, Inc.  
[beck@zagadesigngroup.com](mailto:beck@zagadesigngroup.com)

<div>4 Houses &amp; 3 Duplexes</div> <div>Phase 1 - Tract 1 &amp; 2</div>	<div>10 Houses</div> <div>Phase 2 - Tract 4</div>	<div>7 Houses</div> <div>Phase 3 - Tract 3</div>	<div>8 Rowhomes, 2 Duplexes, 1 Beach House</div> <div>Phase 4 - Tract 5</div>
<div>Pre-Development</div> <div>Time (Weeks)</div> <div>Site Preperation 1</div> <div>Initial Grading 1</div> <div>ROW &amp; Paving Roads 5</div> <div>Staking 1</div> <div>Install Utilities 3</div> <div>Excavation 3</div> <div>Total Time (Weeks): 14</div>	<div>Pre-Development</div> <div>Estimated Time (Weeks)</div> <div>Site Preperation 1</div> <div>Initial Grading 1</div> <div>ROW &amp; Paving Roads 5</div> <div>Staking 1</div> <div>Install Utilities 3</div> <div>Excavation 3</div> <div>Total Time (Weeks): 14</div>	<div>Pre-Development</div> <div>Estimated Time (Weeks)</div> <div>Site Preperation 1</div> <div>Initial Grading 1</div> <div>ROW &amp; Paving Roads 5</div> <div>Staking 1</div> <div>Install Utilities 3</div> <div>Excavation 3</div> <div>Total Time (Weeks): 14</div>	<div>Pre-Development</div> <div>Estimated Time (Weeks)</div> <div>Site Preperation 1</div> <div>Initial Grading 1</div> <div>ROW &amp; Paving Roads 5</div> <div>Staking 1</div> <div>Install Utilities 3</div> <div>Excavation 3</div> <div>Total Time (Weeks): 14</div>
<div>Foundation Construction</div> <div>Estimated Time (Weeks)</div> <div>Footings 2</div> <div>Form Boards 1</div> <div>Rough Plumbing 1</div> <div>Rough Electrical 1</div> <div>Pour Foundation 3</div> <div>Total Time (Weeks): 8</div>	<div>Foundation Construction</div> <div>Estimated Time (Weeks)</div> <div>Footings 2</div> <div>Form Boards 1</div> <div>Rough Plumbing 1</div> <div>Rough Electrical 1</div> <div>Pour Foundation 3</div> <div>Total Time (Weeks): 8</div>	<div>Foundation Construction</div> <div>Estimated Time (Weeks)</div> <div>Footings 2</div> <div>Form Boards 1</div> <div>Rough Plumbing 1</div> <div>Rough Electrical 1</div> <div>Pour Foundation 3</div> <div>Total Time (Weeks): 8</div>	<div>Foundation Construction</div> <div>Estimated Time (Weeks)</div> <div>Footings 2</div> <div>Form Boards 1</div> <div>Rough Plumbing 1</div> <div>Rough Electrical 1</div> <div>Pour Foundation 3</div> <div>Total Time: 8</div>
<div>Framing Construction</div> <div>Estimated Time (Weeks)</div> <div>Framing 6</div> <div>Roof Framing 4</div> <div>Housewrap 1</div> <div>Drywall/Insulation 3</div> <div>Mechanical Install 2</div> <div>Exterior Finishes 2</div> <div>Total Time (Weeks): 18</div>	<div>Framing Construction</div> <div>Estimated Time (Weeks)</div> <div>Framing 6</div> <div>Roof Framing 4</div> <div>Housewrap 1</div> <div>Drywall/Insulation 3</div> <div>Mechanical Install 2</div> <div>Exterior Finishes 2</div> <div>Total Time (Weeks): 18</div>	<div>Framing Construction</div> <div>Estimated Time (Weeks)</div> <div>Framing 6</div> <div>Roof Framing 4</div> <div>Housewrap 1</div> <div>Drywall/Insulation 3</div> <div>Mechanical Install 2</div> <div>Exterior Finishes 2</div> <div>Total Time (Weeks): 18</div>	<div>Framing Construction</div> <div>Estimated Time (Weeks)</div> <div>Framing 6</div> <div>Roof Framing 4</div> <div>Housewrap 1</div> <div>Drywall/Insulation 3</div> <div>Mechanical Install 2</div> <div>Exterior Finishes 2</div> <div>Total Time: 18</div>
<div>Interior Finishes</div> <div>Estimated Time</div> <div>Doors/Windows Install 3</div> <div>Kitchen Install 2</div> <div>Flooring Install 2</div> <div>Final Plumbing 3</div> <div>Final Electrical 3</div> <div>Painting 2</div> <div>Total Time (Weeks): 15</div>	<div>Interior Finishes</div> <div>Estimated Time (Weeks)</div> <div>Doors/Windows Install 3</div> <div>Kitchen Install 2</div> <div>Flooring Install 2</div> <div>Final Plumbing 3</div> <div>Final Electrical 3</div> <div>Painting 2</div> <div>Total Time (Weeks): 15</div>	<div>Interior Finishes</div> <div>Estimated Time (Weeks)</div> <div>Doors/Windows Install 3</div> <div>Kitchen Install 2</div> <div>Flooring Install 2</div> <div>Final Plumbing 3</div> <div>Final Electrical 3</div> <div>Painting 2</div> <div>Total Time (Weeks): 15</div>	<div>Interior Finishes</div> <div>Estimated Time (Weeks)</div> <div>Doors/Windows Install 3</div> <div>Kitchen Install 2</div> <div>Flooring Install 2</div> <div>Final Plumbing 3</div> <div>Final Electrical 3</div> <div>Painting 2</div> <div>Total Time (Weeks): 15</div>
<div>Exterior Construction</div> <div>Estimated Time</div> <div>Driveways &amp; Sidewalks 3</div> <div>Final Grading 2</div> <div>Landscaping 1</div> <div>Total Time (Weeks): 6</div>	<div>Exterior Construction</div> <div>Estimated Time (Weeks)</div> <div>Driveways &amp; Sidewalks 3</div> <div>Final Grading 2</div> <div>Landscaping 1</div> <div>Total Time (Weeks): 6</div>	<div>Exterior Construction</div> <div>Estimated Time (Weeks)</div> <div>Driveways &amp; Sidewalks 3</div> <div>Final Grading 2</div> <div>Landscaping 1</div> <div>Total Time (Weeks): 6</div>	<div>Exterior Construction</div> <div>Estimated Time (Weeks)</div> <div>Driveways &amp; Sidewalks 3</div> <div>Final Grading 2</div> <div>Landscaping 1</div> <div>Total Time: 6</div>
<div>Phase 1 Total Time (Weeks): 61</div>	<div>Phase 1 Total Time (Weeks): 61</div>	<div>Phase 1 Total Time (Weeks): 61</div>	<div>Phase 1 Total Time (Weeks): 61</div>





PARCEL INFO / DENSITY TABLE		
TRACT	SIZE	DENSITY (2 U/ACRE MIN) (3.5 U/ACRE MAX)
TRACT 1 (MINNETRISTA) 22-117-24-43-0042 6750 HALSTEAD	4.47 ACRES	9 UNITS MIN 16 UNITS MAX 13 UNITS PROVIDED
TRACT 2 (MINNETRISTA) 22-117-24-43-0004 NO ADDRESS	.48 ACRES	1 UNITS MIN 2 UNITS MAX 2 UNITS PROVIDED
TRACT 3 (MINNETRISTA) 22-117-24-43-0003 6710 HALSTEAD	.59 ACRES	1 UNITS MIN 2 UNITS MAX 1 UNIT PROVIDED
TRACT 4 (MINNETRISTA) 22-117-24-43-0002 6701 CO RD NO110W	4.17 ACRES	8 UNITS MIN 15 UNITS MAX 10 UNITS PROVIDED
TRACT 5 (MOUND) 22-117-24-43-0007 6639 BARTLETT BLVD	1.65 ACRES	MIXED UNITS 16 UNITS MAX 13 UNITS PROVIDED
TOTAL	11.36 ACRES	39 UNITS PROVIDED

LEGEND:	
PROPOSED PROPERTY LINE	---
PROPERTY OR ZONE LOT LINE	----
SETBACK	----
EXTERIOR BUILDING FOOTPRINT	=====
ROOF LINE	=====
ADJACENT STRUCTURE FOOTPRINT	=====
PATIO	=====
PORCH	=====
DRIVE WAY	=====
ROADS & SIDEWALKS	=====
LAKE SHORE	=====
OPEN SPACE	=====
MOUND TRACT	=====

PROPOSED SITE PLAN- 39 UNITS



**ZAGA**  
ZAGA DESIGN GROUP  
3630 W 32ND AVE #2  
DENVER, CO 80211  
PHONE: 303.437.8622

HALSTEAD ESTATES  
SKETCH PLAN REVIEW  
MINNETRISTA,  
MINNESOTA

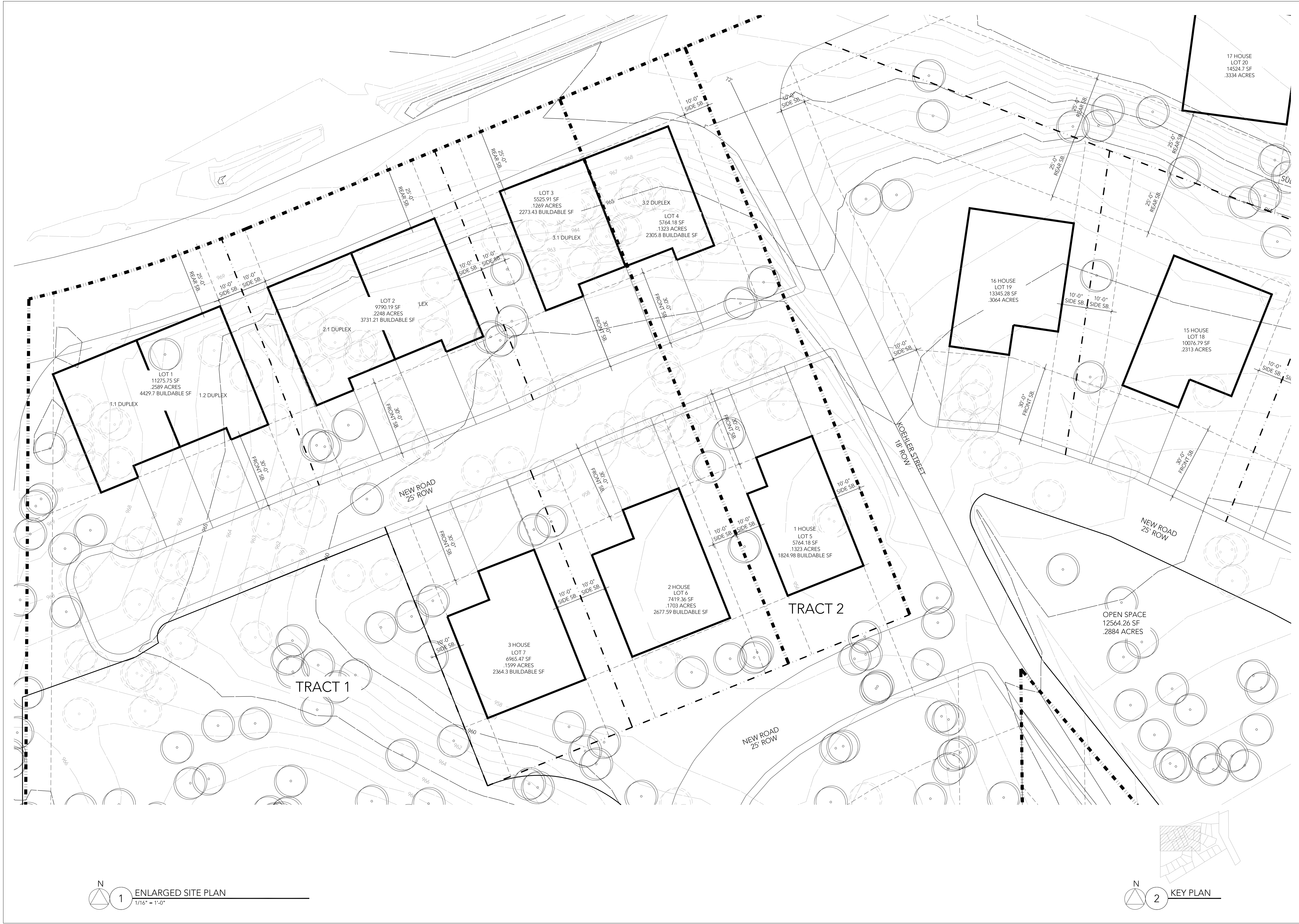
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PROJECT NUMBER: 00-000  
DRAWN BY: 000  
CHECKED BY: SKT  
DESCRIPTION:

SITE PLAN





1 ENLARGED SITE PLAN  
1/16" = 1'-0"

2 KEY PLAN



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ZAGA DESIGN GROUP  
3630 W 32ND AVE #2  
DENVER, CO 80211  
PHONE: 303.437.8622

# HALSTEAD ESTATES SKETCH PLAN REVIEW

MINNETRISTA,  
MINNESOTA

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ENLARGED SITE PLAN

A0.2





# HALSTEAD ESTATES SKETCH PLAN REVIEW

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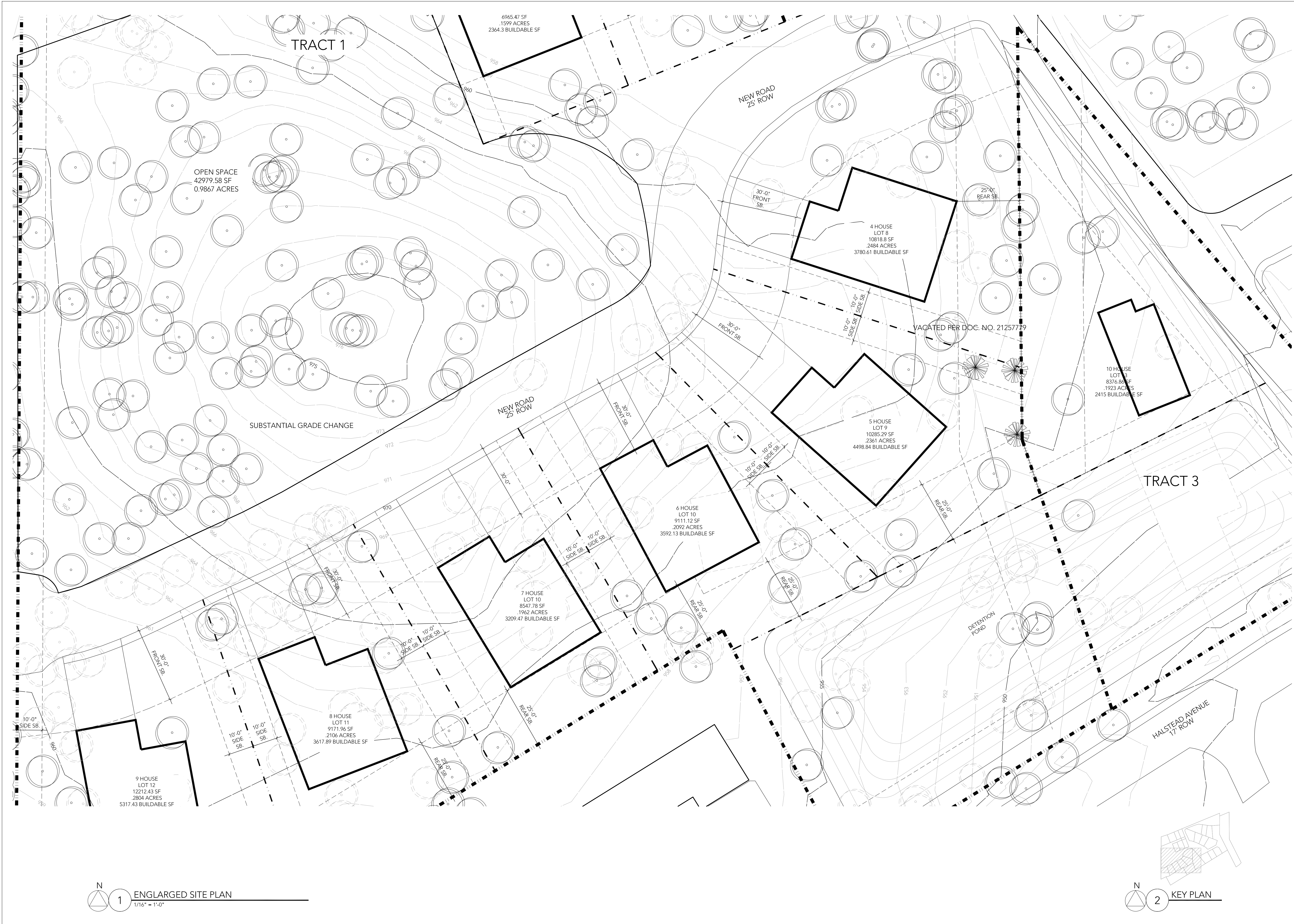
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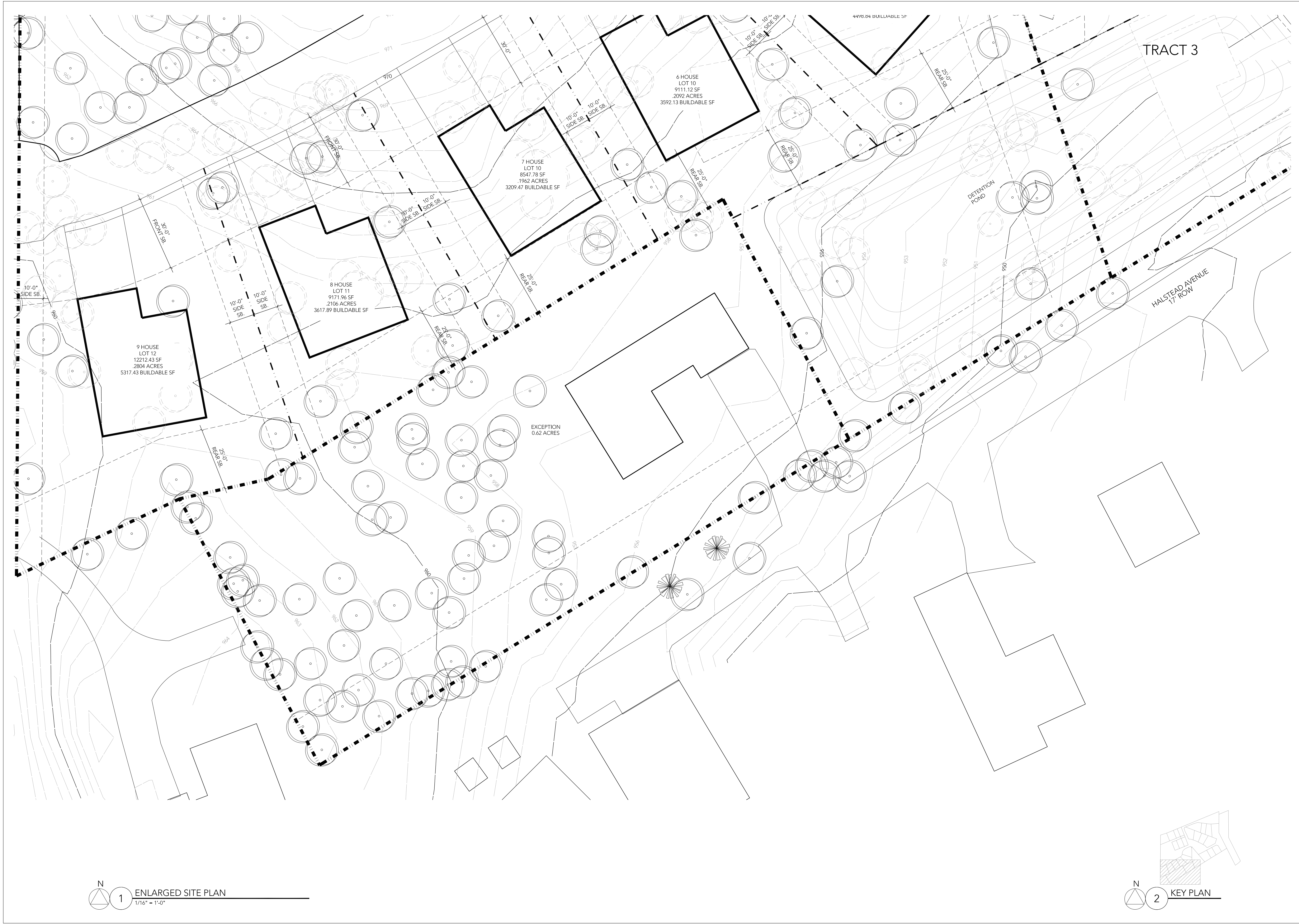
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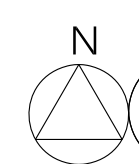
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 1 ENLARGED SITE PLAN  
1/16" = 1'-0"

 2 KEY PLAN  
ENLARGED SITE PLAN



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**HALSTEAD ESTATES**  
**SKETCH PLAN REVIEW**  
MINNETRISTA,  
MINNESOTA

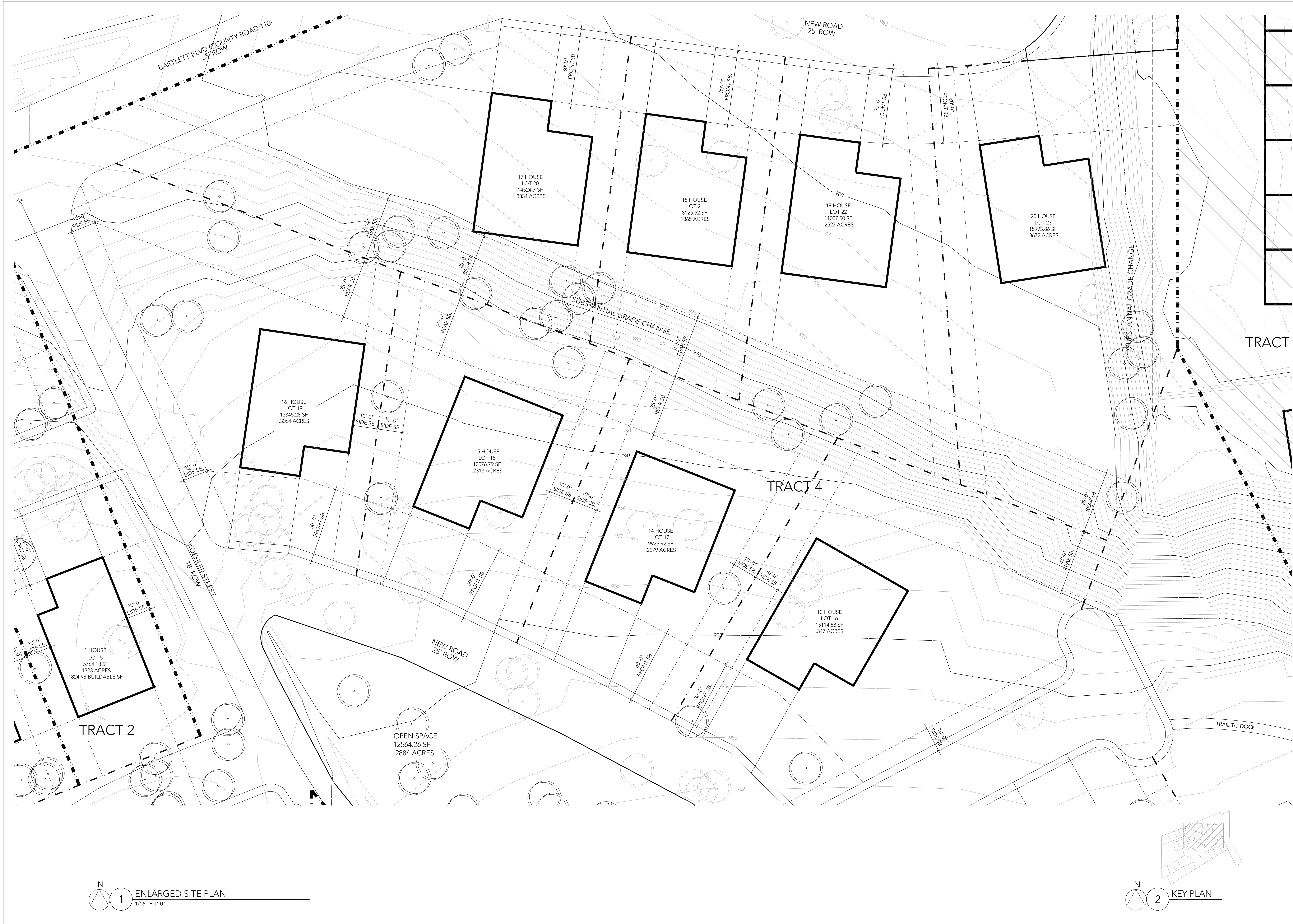
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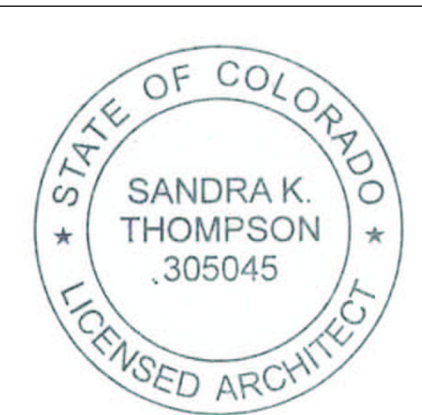
ENLARGED SITE PLAN





N  
1 ENLARGED SITE PLAN  
1/16" = 1'-0"

N  
2 KEY PLAN



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HALSTEAD ESTATES  
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MINNETRISTA,  
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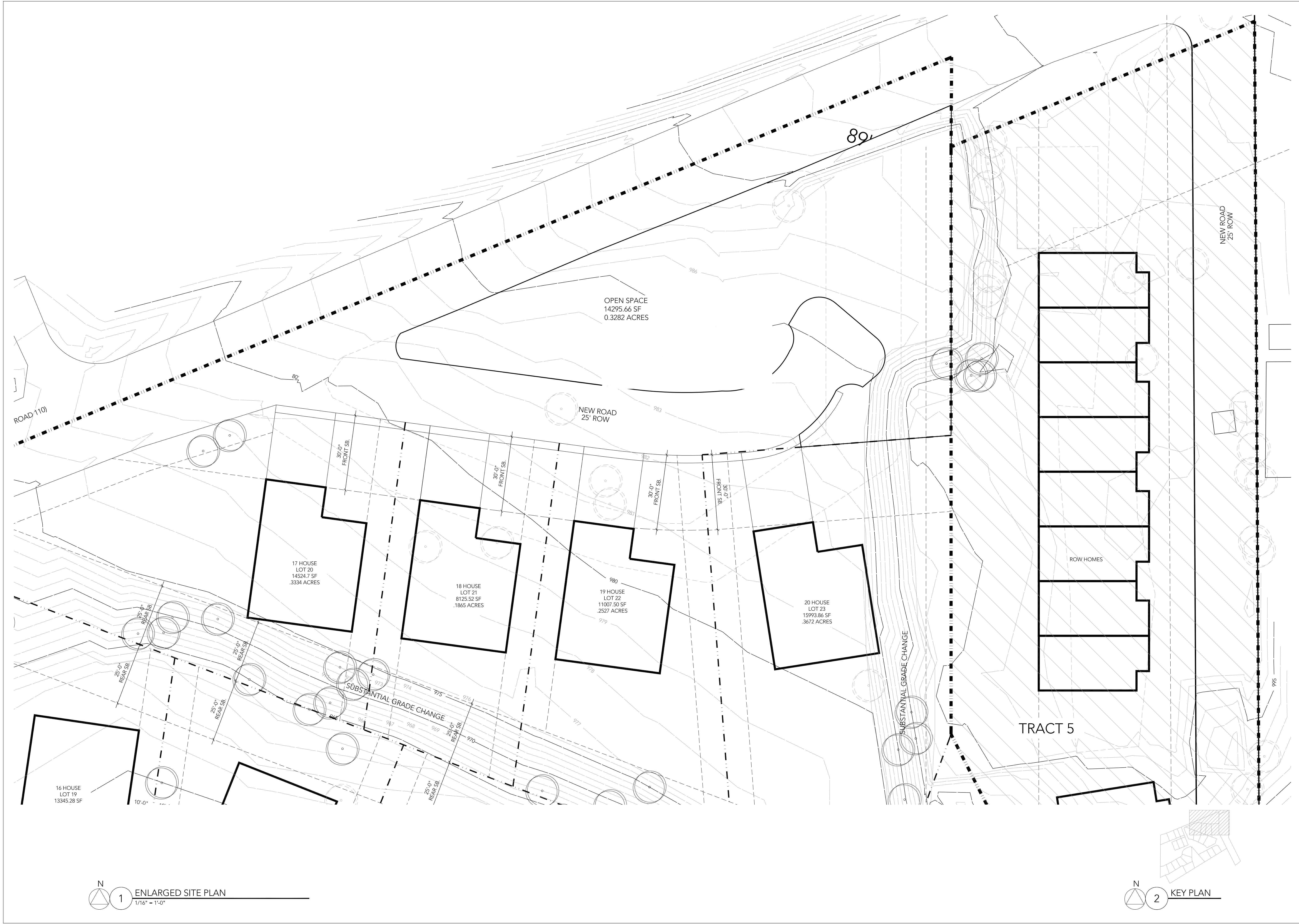
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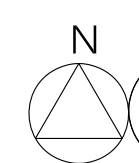
ENLARGED SITE PLAN

A0.5





 1 ENLARGED SITE PLAN  
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 2 KEY PLAN



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HALSTEAD ESTATES  
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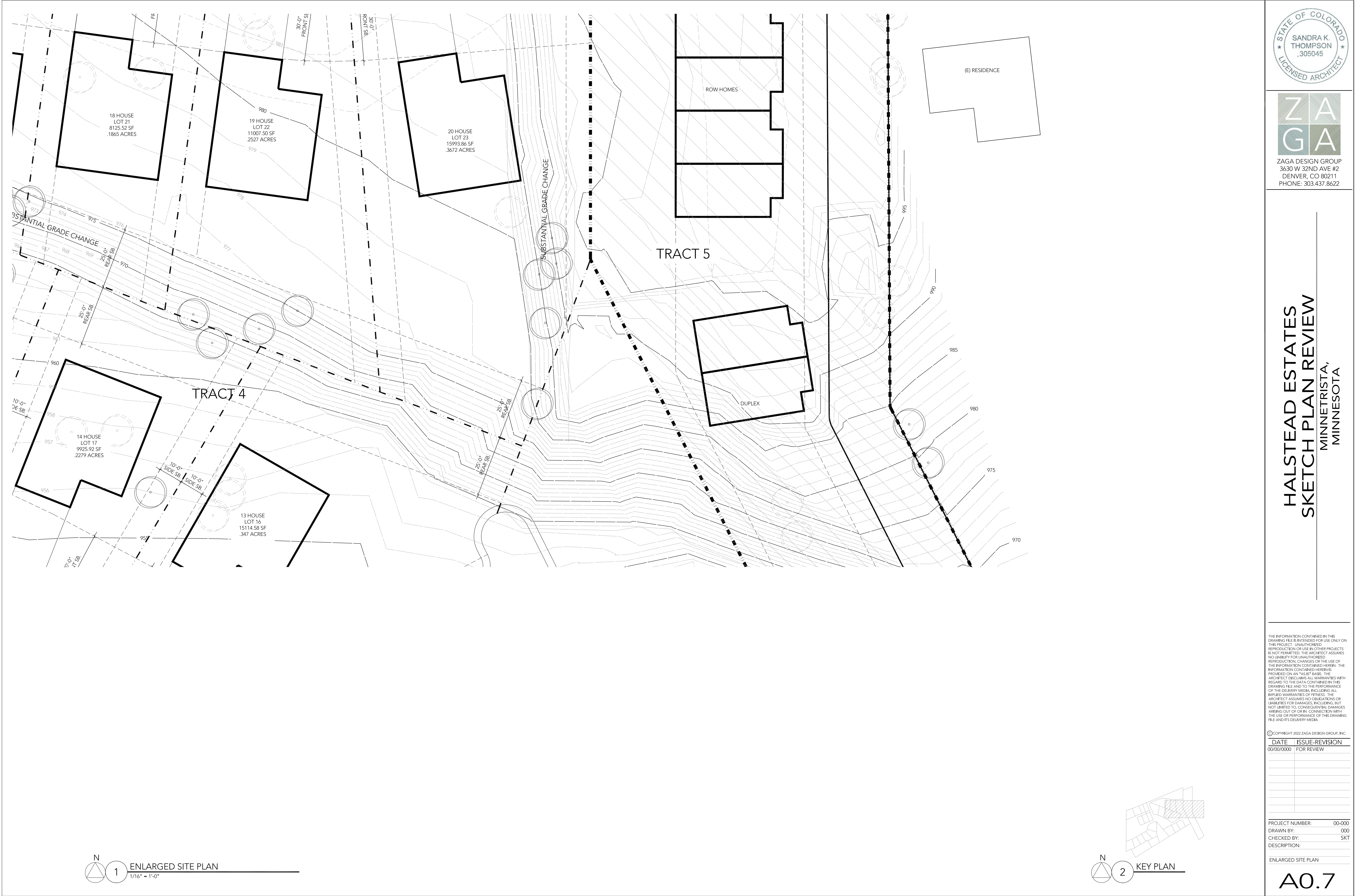
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ENLARGED SITE PLAN





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# HALSTEAD ESTATES SKETCH PLAN REVIEW

MINNETRISTA,  
MINNESOTA

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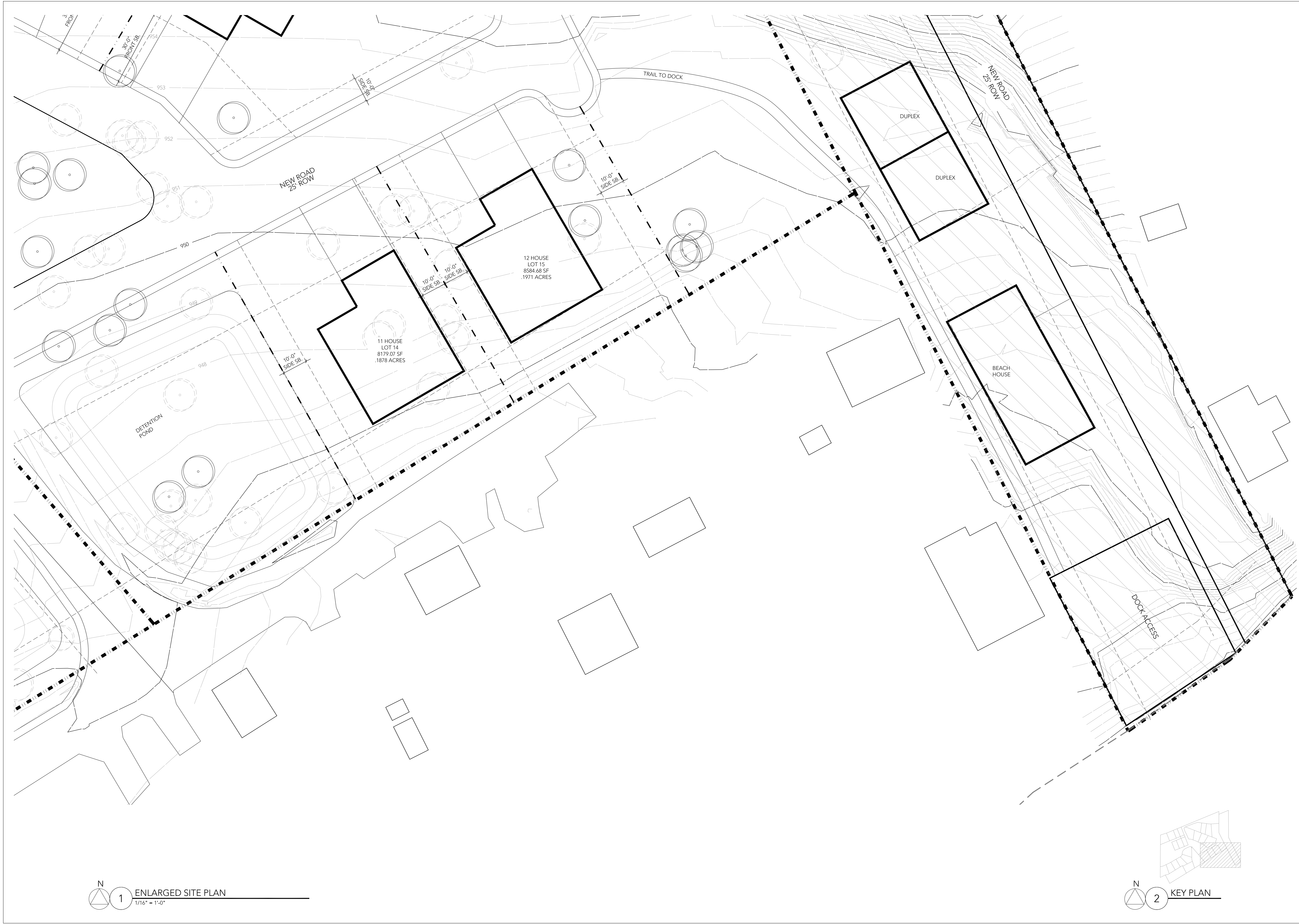
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## A0.7





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 2 KEY PLAN



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**HALSTEAD ESTATES**  
**SKETCH PLAN REVIEW**  
MINNETRISTA,  
MINNESOTA

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ENLARGED SITE PLAN	





April 17, 2024

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

Re: Concept Plan for 6701 County Road 110W and Adjacent Properties. ML No. 24007

Dear Mr. Olson:

We have completed our review of the concept plan submittal for proposed residential development located in the south of County Road 110W and east of Cardinal Cove Drive. The following items were submitted for review:

- Halstead Estates – Sketch Plan (not dated), Zaga Design Group, received April 2, 2024
- Halstead Estates – Narrative, Zaga Design Group, received April 2, 2024

The following review comments represent recommendations from an engineering standpoint appropriate for this concept plan review.

1. Sheet A 0.1 of the sketch plan indicates that 26 units are proposed in Minnetrista- 20 single family and 6 duplex units. The narrative indicates 23 lots.
2. The City's water engineer, AE2S will provide comments as to availability of treated water to the site.
3. The plan shows four access points to CR 110: Cardinal Cove Drive, Koehler Street (currently Halstead Avenue) and two new street connections (one in Minnetrista and one in Mound). Hennepin County reviewed the sketch plan and offered the following comments:
  - a. The two new street connections are not permitted.
  - b. Turn lanes will likely be recommended which requires 50' of half right of way dedication. The plan currently shows 35'.
4. The sketch plan indicates roads with noted right of way widths of 17' (Halstead Avenue) 18' (Koehler Street), 20' 6" (Cardinal Cove Drive) and 25' (all other streets).
  - a. The City's minimum right of way width is 50' to 60'.
  - b. The City's typical cul de sac requires minimum 120' diameter right of way. Those shown on the plan do not meet the City's standard dimension or configuration.
  - c. Local street grades may not exceed 6%.
  - d. Engineering would prefer that the two new roads on the west side of the site connect to Cardinal Cove, if the grades are conducive to doing so.
  - e. Engineering would prefer that the streets extending from Koehler Street align.
5. The concept plan does not show proposed grading or contours, so the feasibility of the proposed road locations is difficult to determine. Changes to the road alignments may be necessary.
6. The City's subdivision ordinance prohibits irrigation systems from connecting to the city water supply system.

Mr. Nickolas Olson  
April 17, 2024  
Page 2

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

Sincerely,

**WSB**

A handwritten signature in black ink that reads "Alyson Fauske". The signature is written in a cursive, flowing style.

Alyson Fauske, P.E.  
612-263-1736  
[afauske@wsbeng.com](mailto:afauske@wsbeng.com)



## TECHNICAL MEMORANDUM

**To:** Nickolas Olson, City of Minnetrista, City Planner  
Gary Peters, City of Minnetrista, Public Works Director

**From:** Ross Mindermann, EIT, AE2S  
Jake Puffe, PE, AE2S, Senior Project Manager

**Re:** **Hydraulic Model Concept Plan Review for 6701 County Road 110W**

**Date:** April 26, 2024

---

This technical memorandum (TM) provides additional input to the previous TM, Concept Plan Review for 6701 County Road 110W, dated April 19<sup>th</sup>, 2024.

The following attachments are included:

- Average Pressure Maximum Day Demand.
- Available Fire Flow Maximum Day Demand With System Looping.
- Available Fire Flow Maximum Day Demand No Added System Looping.
- TM, Concept Plan Review for 6701 County Road 110W, dated April 19<sup>th</sup>, 2024.

AE2S has been asked to review the proposed development plan for Halstead Estates, comprising the following documents:

- Halstead Estates – Sketch Plan, by Zaga Design Group, received on April 17, 2024
- Halstead Estates – Narrative, by Zaga Design Group, received on April 17, 2024

Supplementary review materials provided by Minnetrista include:

- County Road 110W Utility Analysis, dated January 21, 2022, under WSB Project No. 019603-000
- Concept Plan for 6701 County Road 110W and Adjacent Properties, ML No. 24007, dated April 17, 2024 by WSB

AE2S implemented the proposed development for 6701 County Road 110W into the City's updated hydraulic model along with a calculated demand allocation of 10 gallons per minute (gpm) on the average day. The demand is based on the addition of 39 units with 3 people per household and 123 gallons per capita per day (gpcd).

## Technical Memorandum

Re: Hydraulic Model Concept Plan Review for 6701 County Road 110W

April 26, 2024

Following the implementation, a series of present-day maximum day demand (MDD) scenarios were run for the system. Two separate scenarios were run within the model; one scenario included additional watermain looping along County Road 110W and between Halstead Ave and Cardinal Cove Dr, as shown in the attached figures, and one without this additional looping. The following conclusions were drawn from the modeling efforts:

1. Adequate system pressure remains available in the Northern end of the South Zone with the new development. See attached map titled "Average Pressure Maximum Day Demand."
2. Available fire flow in the North end of the South Zone is not below any required fire flow rates. See attached maps "Available Fire Flow Maximum Day Demand With System Looping" and "Available Fire Flow Maximum Day Demand No Added System Looping."
  - a. Due to the current lack of watermain looping in this part of the system, providing looping as shown on the maps should be considered to ensure adequate available fire flow is maintained and to provide greater service redundancy.

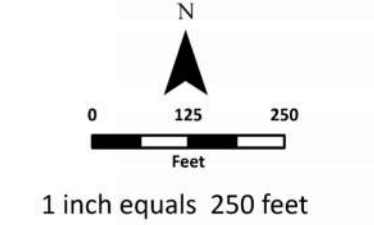
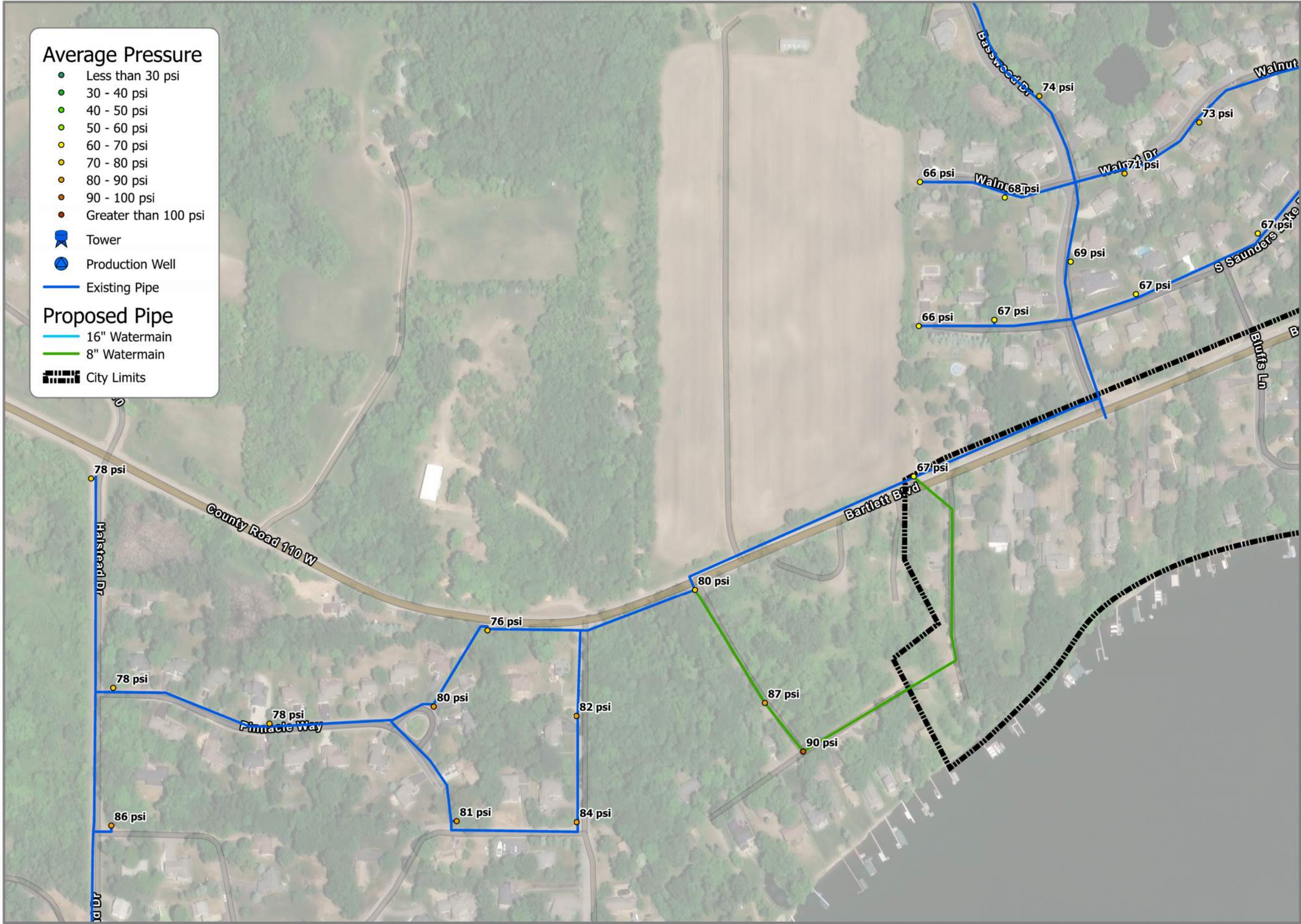
Should you require further clarification or have additional information for review, AE2S remains available to provide additional support.

Please feel free to reach out with any questions or concerns. We are committed to ensuring a thorough and comprehensive review process.

Sincerely,

Ross Mindermann





Minnetrista  
Hennepin County, MN

**AVERAGE  
PRESSURE**

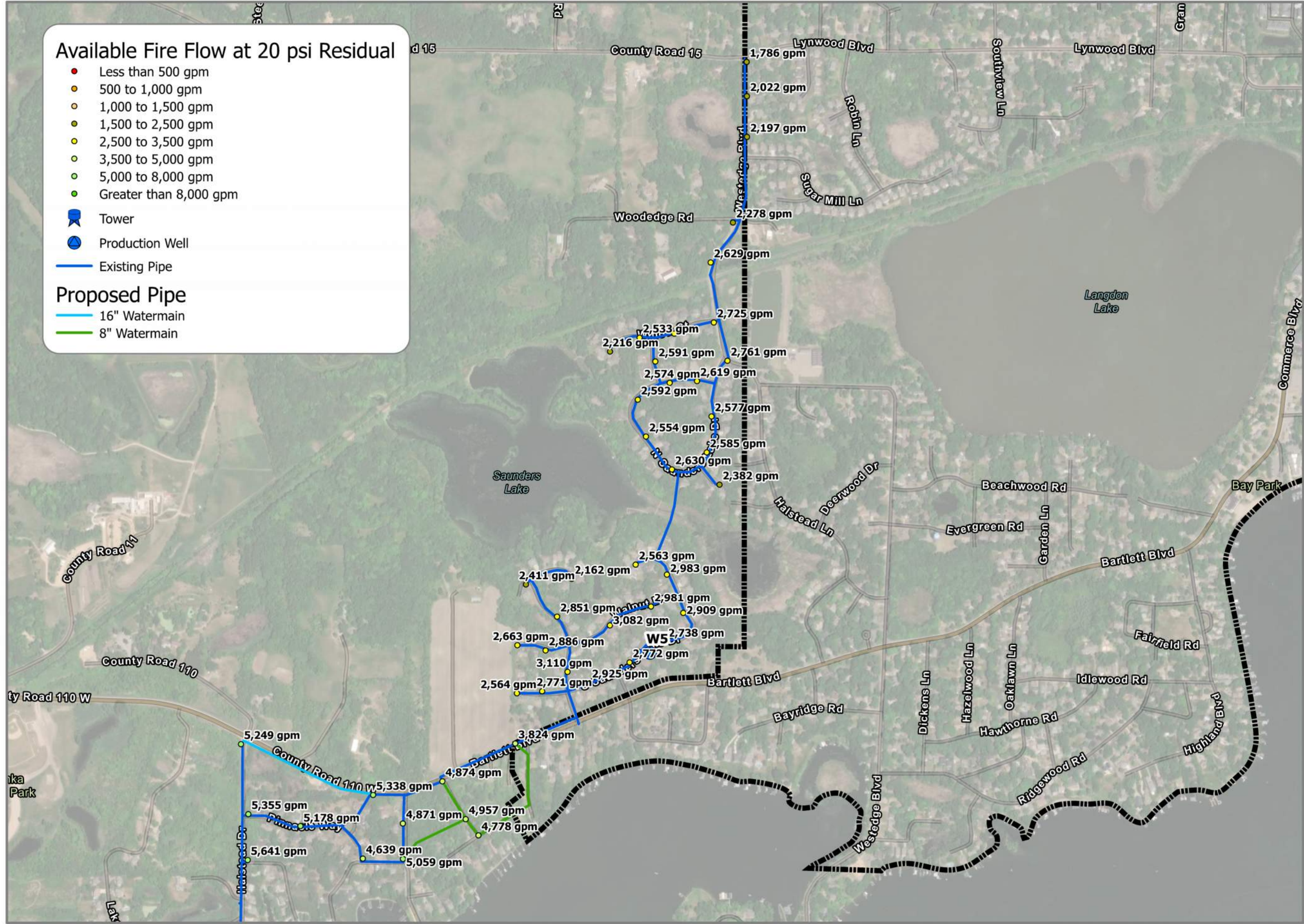
**MAXIMUM DAY  
DEMAND**

CITY OF MINNETRISTA  
HALSTEAD ESTATES  
REDEVELOPMENT

Date: 4/25/2024







1 inch equals 750 feet



Locator Map Not to Scale

Minnetrista  
Hennepin County, MN

## AVAILABLE FIRE FLOW

## MAXIMUM DAY DEMAND

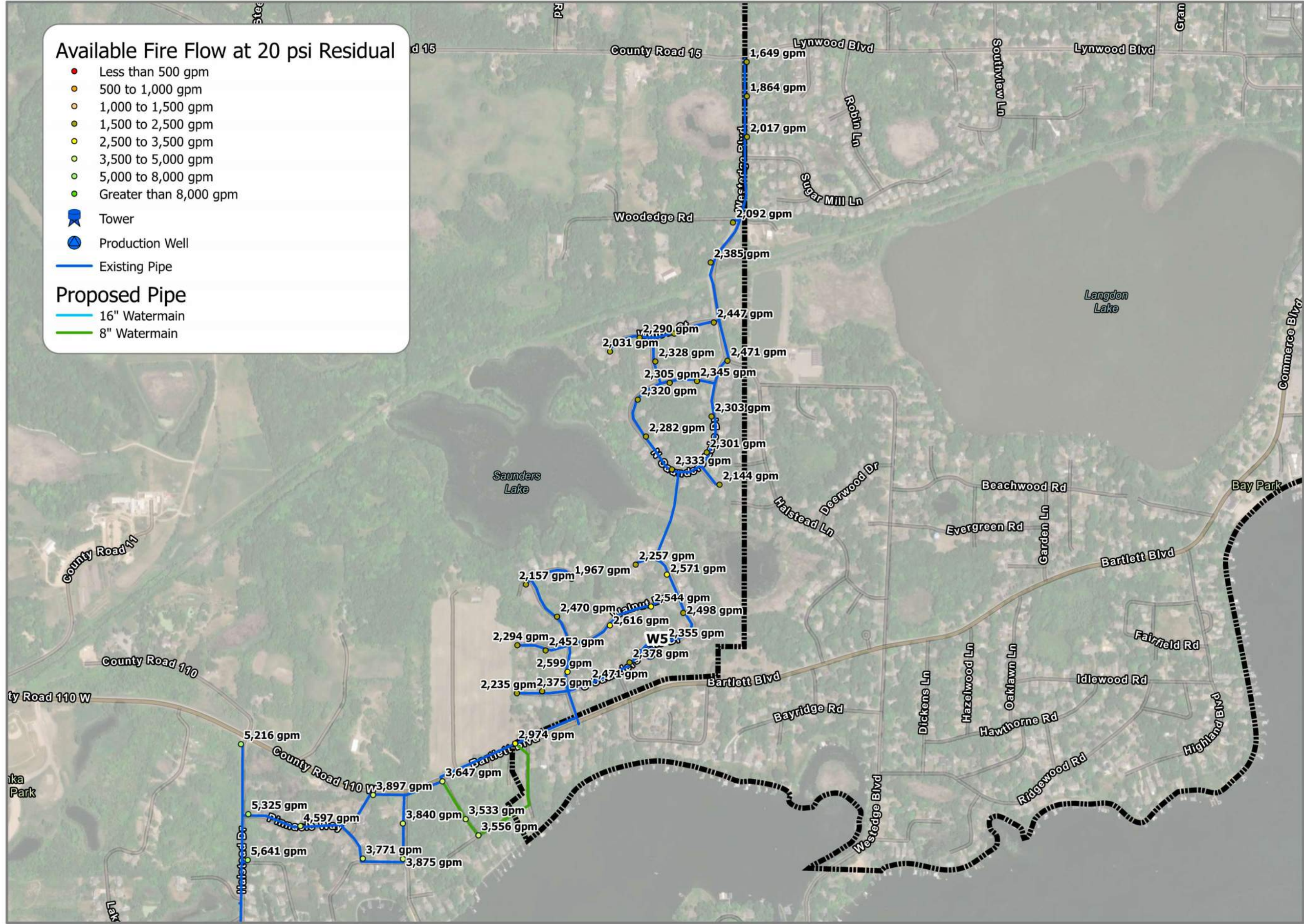
## WITH SYSTEM LOOPING

CITY OF MINNETRISTA  
HALSTEAD ESTATES  
REDEVELOPMENT

Date: 4/25/2024







1 inch equals 750 feet



Locator Map Not to Scale

Minnetrista  
Hennepin County, MN

**AVAILABLE  
FIRE FLOW**

**MAXIMUM DAY  
DEMAND**

**NO ADDED  
SYSTEM LOOPING**

CITY OF MINNETRISTA  
HALSTEAD ESTATES  
REDEVELOPMENT

Date: 4/25/2024







## TECHNICAL MEMORANDUM

**To:** Nickolas Olson, City of Minnetrista, City Planner  
Gary Peters, City of Minnetrista, Public Works Director

**From:** Aaron Vollmer, PE, AE2S, Client Program Leader

**Re:** **Concept Plan Review for 6701 County Road 110W**

**Date:** April 19, 2024

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AE2S has been asked to review the proposed development plan for Halstead Estates, comprising the following documents:

- Halstead Estates – Sketch Plan, by Zaga Design Group, received on April 17, 2024
- Halstead Estates – Narrative, by Zaga Design Group, received on April 17, 2024

Supplementary review materials provided by Minnetrista include:

- County Road 110W Utility Analysis, dated January 21, 2022, under WSB Project No. 019603-000
- Concept Plan for 6701 County Road 110W and Adjacent Properties, ML No. 24007, dated April 17, 2024 by WSB

After review, AE2S offers the following comments and recommendations:

1. Recent water system analysis conducted by AE2S for Minnetrista reveals a notable increase in water usage within the community compared to historical levels documented by WSB. This rise in peak day usage could potentially strain Minnetrista's water system, especially during summer months. AE2S endorses Minnetrista's restrictions on municipal water usage for irrigation and suggests that this development explore strategies to minimize reliance on municipal water for irrigation purposes.
2. AE2S seeks clarification regarding the proposed number of units to accurately gauge potential water demand. WSB's review letter alluded to both 23 and 26 lots.
3. Adequate capacity within Minnetrista's water system is crucial to meet average daily demands within residential homes. Further modeling is underway to validate available capacity for this development.
4. AE2S is actively integrating the proposed demands into the water system model to evaluate potential hydraulic impacts comprehensively. This analysis will encompass:
  - a. Available fire flow
  - b. Impacts on storage

**Technical Memorandum**

**Re: Concept Plan Review for 6701 County Road 110W**

**April 19, 2024**

- c. Potential ramifications on peak day demands (if residential irrigation systems are linked to the water system)
  - d. Impacts on water main sizing
  - e. Recommendations for water main connection locations and looping requirements
5. In addition to water system implications, AE2S recommends a thorough reassessment of the sanitary sewer system. While WSB's prior analysis appears reasonable, the growth in the Woodland Cove neighborhood and the addition of this development necessitates verifying if Lift Station 13 retains sufficient capacity.

Should you require further clarification or have additional information for review, AE2S remains available to provide additional support.

We anticipate that the hydraulic analysis mentioned earlier will be concluded within the next week. This analysis will offer a deeper understanding of the broader hydraulic impacts on the water system.

Please feel free to reach out with any questions or concerns in the meantime. We are committed to ensuring a thorough and comprehensive review process.

Sincerely,



Aaron Vollmer