



CITY COUNCIL MEETING AGENDA
August 19, 2019
7:00pm

1) Call to Order

- a) Pledge of Allegiance
- b) Introductions: City Council: Mayor Lisa Whalen, Pam Mortenson, Mike Molitor, Shannon Bruce and John Tschumperlin; Staff: City Administrator Michael Barone, Community Development Director David Abel, Finance Director Brian Grimm, Director of Public Safety Paul Falls, Director of Administration Cassandra Tabor, Public Works Superintendent Gary Peters and City Clerk Kris Linquist. Consultants: City Attorney Ron Batty, Kennedy & Graven and City Engineer Alyson Fauske, WSB Engineering.
- c) Approval of Agenda

2) Special Presentations

- a) Introduction of new City employee – Gary Nelson
- b) River Valley Church recognition

3) Persons to Be Heard

The City Council invites residents to share new ideas or concerns related to city business; 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 consideration at a future meeting. The mayor may use discretion if speakers are repeating views already expressed or ask for a spokesperson for groups of individuals with similar views. Speakers should state their name and home address at the podium before speaking.

4) Consent Agenda

- a) Approve Work Session Meeting Minutes from August 5, 2019
- b) Approve Regular Meeting Minutes from August 5, 2019
- c) Res. No. 93-19 Approve Claims
- d) Res. No. 99-19 Approve Election Equipment Lease with Westonka School District (Independent School District #277)

5) Public Hearings

- a) New On-Sale Intoxicating Liquor License for Cox Culinary Arts dba Buddy Boy Fine BBQ, 8175 Highway 7
 - i) Res. No. 94-19 Approve On-Sale Intoxicating Liquor License for Cox Culinary Arts dba Buddy Boy Fine BBQ
- b) Ordinance No. 455 Jennings Bay Villas PUD – continuation from 07/15/19
 - i) Res. No. 95-19 Authorize Publication of Ordinance No. 455 by Title and Summary

6) Business Items

- a) Jennings Bay Villas Final Plat
 - i) Res. No. 96-19 Approve Final Plat
 - ii) Res. No. 97-19 Approve Subdivision Agreement
 - iii) Res. No. 98-19 Approve Request for Waiver from Certain Architectural Requirements
- b) 2020 Roads Discussion

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

7) Administrative Items

a) Staff Reports

- i) City Administrator
- ii) Community Development Director
- iii) Director of Administration

b) Council Reports

i) **Mayor Lisa Whalen** — *Economic Development Authority; Personnel Committee; Planning Commission (rotating); Police Communications Committee; Northwest Hennepin League of Municipalities; Minnehaha Creek Watershed District; Gillespie Center Advisory Council; Mound Fire Advisory Committee (alternate); Parks Commission (rotating)*

ii) **Pam Mortenson** — *Acting Mayor; Personnel Committee; Economic Development Authority; Planning Commission (rotating); Parks Commission (rotating); Steering/Comprehensive Plan Committee; Westonka Community & Commerce*

iii) **Mike Molitor** — *Economic Development Authority; Planning Commission (rotating); Parks Commission (rotating); Steering/Comprehensive Plan Committee; LMCD*

iv) **Shannon Bruce** — *Economic Development Authority; Planning Commission (rotating); Parks Commission (rotating); Mound Fire Advisory Committee; St. Bonifacius Fire Advisory Committee; Pioneer-Sarah Creek Watershed Management Commission (alternate)*

v) **John Tschumperlin** — *Planning Commission (rotating); Parks Commission (rotating); Economic Development Authority; Pioneer-Sarah Creek Watershed District*

8) Adjournment

The agenda packet with all background material is located at the back table 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 MINUTES

August 5, 2019

5:00 – 6:30pm

1) Call to Order

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

Present – Council: Mayor Lisa Whalen, Pam Mortenson, Mike Molitor, John Tschumperlin and Shannon Bruce; Staff: City Administrator Michael Barone, Finance Director Brian Grimm, Public Safety Director Chief Paul Falls, Director of Administration Cassandra Tabor, Public Works Superintendent Gary Peters and City Clerk Kris Linquist; Consultant: City Engineer Alyson Fauske, WSB Engineering

Absent: Community Director David Abel

2) Hennepin County Assessor's office – Jim Atchison & Leah Hart

Jim Atchison with the Hennepin County Assessor's office stated that there would be overviews of 4 items from the Assessor's office.

1. 2019 Assessment report that is located on their website at <http://www.hennepin.us/propertytaxassessment>. He highlighted several items out of the report. He commented that the total market value listed in the report is not broken out by new construction or remodel, they are all lumped together. He stated that the median home value in Minnetrista is \$467,000 and 96 new single family detached homes were added in Minnetrista last year. The market growth is 2.8% increase on any home with or without changes to the home. He explained that deferred value had to do with green acres or a golf course.
2. Assessing Services Contract Costs. Atchison stated that the City and Hennepin County have a four (4) year contract and it will be expiring next year. He said the estimated costs to the City in 2019 were \$144,000 but the final cost was approximately \$14,000 higher. He explained that the 2020 estimate will be \$158,000. The County only billed the City the estimated cost not the actual cost.

There was discussion on the process of how a property is assessed and how the City is billed for the process.

There was discussion on how often a parcel is evaluated by the County. Atchison commented that they review parcels every five (5) years. Hennepin County values homes every year.

There was discussion specifically on the parcels that Three Rivers Park District recently purchased on Little Long Lake and whether the purchase price will be used as comparable to future neighboring home sales.

3. Countywide review of all agriculture properties. Leah Hart overviewed the properties that were recently taken out of the AG Preserve taxation. There were 23 properties that lost the AG classification and moved to residential. She overviewed the early termination of an AG Preserve qualification. She stated that Hennepin County will be reviewing the Green Acres program in 2019 for the 2020 Property Tax.
4. Classifying Short-Term Residential Rental Property. Atchison overviewed the Department of Revenue's memo on classifying Short-Term Rental Property. He stated that the County is still working on classifying Short-Term Rentals. If the primary use is Homestead then the property classification can be Homestead. If the primary use is Short-Term Rental then it will be classified as a 3a Commercial property. If the primary use is Non-Homestead/other use, it will be evaluated of what the primary use is and classified accordingly.

There was discussion on certain Short-Term Rental properties within the City and how the City should handle known Short-Term Rental properties.

3) 2020 Budget Discussion

City Finance Director Grimm overviewed the power point presentation.

Highlights include:

- The Preliminary levy is due by Monday, September 30, 2019.
- 2020 Ongoing Budget Goals/Challenges
 - ♦ Ensure the City's financial stability – balancing levy amount and fund balance reserves
 - ♦ Address Capital Equipment Improvement (CIP) needs – cash levy vs equipment certificates
 - ♦ Monitoring service levels
 - ♦ Funding Pavement Management Plan (Roads) – levy amount and financing sources
- Overview of Total General Fund, Debt, Capital and Roads Levy
 - ♦ Version 1 – Total proposed levy combined increase of 5.9%
 - ♦ Version 2 – Total proposed levy combined increase of 4.3%
- The projected tax rate has dropped a little from its current 2019 City tax rate of 24.92%
- Once the preliminary tax levy has been submitted in September, it cannot go up but could decrease before certifying the Levy in December.
- Overviewed the Tax Impact on an average home in Minnetrista.
- 2020 Assumptions/Commitments/Questions
 - ♦ Increase for labor contracts and non-union salaries and benefits

- labor contracts in place for 2020.
- ♦ Funding sources for Capital equipment improvements: cash levy and equipment certificates. \$60,000 for 5 years on equipment certificate for 2020
 - * 2018 & 2019 certificates have not been issued yet – combine with 2020? – Inter-fund loan at year end 2019
- Funding pavement management plan – continued \$125K increase per year of phased in plan as per financial management plan.
 - Potentially reduce to \$50K increase or something different, using other financing sources – MSA? Inter-fund loans?
- Using general fund reserve dollars of about \$218K to help keep general fund levy at proposed amount
- While keeping projected fund balance percentage above the City's minimum percentage per policy of at least 40% (44% projected for end of 2020)

There was discussion on other funding sources. Grimm stated that Ehlers would be at the next meeting to discussion different funding sources with the Council.

There was discussion on using the General Fund reserve dollars and keeping the projected fund balance within the policy.

Grimm overviewed the Financial Management Plan handout.

There was discussion on having details on the General Fund budget worksheet.

There was discussion on the St. Boni fire department budget and that the budget is based on how many homes the fire department serves.

There was discussion on the increase for the elections. This is due to the Presidential Nomination Primary that will be held in March 2020.

There was discussion on the purchase of public safety vehicles every year.

Tschumperlin does not want to see the roads budget cut.

Molitor would like to see a third option with the maximum in the Roads fund. \$600,000 for roads and use the Capital Improvement Plan and General fund to fund the option. He suggested having an option somewhere in the middle of the two versions that were presented.

Mortenson is in agreeance with keeping the funding for roads and maybe use an inter-fund loan from the tree fund.

Whalen would like to monitor the building permit revenue and possibly use some of that to help with the roads fund. She would like to keep 45% in the

reserves and the \$600,000 in the road fund with the possibility of using an inter-fund loan.

Molitor overviewed his thought process on how a road improvement project should be funded.

Bruce commented that she likes version 2 with using an inter-fund loan to offset the roads budget to the amount of \$600,000.

Barone overviewed to road committee recommendations from years ago.

There was discussion about depending on the building permit revenue since it could fluctuate from year to year.

There was discussion regarding parameters of establishing a fund account.

4) Adjourn

Motion by Mortensen, seconded by Molitor to adjourn the Work Session Meeting.

Motion carried 5-0. Absent: None

Mayor Whalen adjourned the meeting at 6:33 p.m.

Respectfully Submitted,

Kris Linquist, MMMC, MMC
City Clerk



CITY COUNCIL MEETING MINUTES

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7:00 p.m.

1) Call to Order

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a) Pledge of Allegiance

b) Introductions:

City Council: Mayor Lisa Whalen, Pam Mortenson, Mike Molitor, Shannon Bruce and John Tschumperlin; Staff: City Administrator Michael Barone, Finance Director Brian Grimm, City Planner Nick Olson, Public Safety Director Chief Paul Falls, Director of Administration Cassandra Tabor, Public Works Superintendent Gary Peters and City Clerk Kris Linquist; Consultants: City Attorney Ron Batty, Kennedy & Graven and City Engineer Alyson Fauske, WSB Engineering
Absent: Community Development Director David Abel

c) Approval of Agenda

Motion by Bruce, seconded by Tschumperlin to approve the agenda as presented.
Motion carried 5-0. Absent: None

2) Special Presentations

a) Introduction of new City employees – Gary Nelson and Chris Sandberg

Director of Administration Tabor stated that Gary Nelson could not attend and will be at the next council meeting for introduction. She introduced Chris Sandberg, Public Works Maintenance Worker. He thanked the Council for the opportunity.

b) Water Tower Schedule – S.E.H.

Chad Katzenberger with S.E.H. overviewed the timeline for building the new water tower in the southwest corner of the City.

Molitor commented that he would like to see a timeline for council discussions and approvals.

Whalen suggested that S.E.H. gives frequent updates to council to keep them apprised to the progress of the project.

Miles Jensen with S.E.H. overviewed the outline of the placement of the water tower on the site. He stated soil borings will start next week.

3) Persons to Be Heard - None

4) Consent Agenda

- a) **Approve Work Session Meeting Minutes from July 15, 2019**
- b) ~~**Approve City Council Regular Meeting Minutes from July 15, 2019**~~
- c) **Res. No. 86-19 Approve Claims**
- d) **Res. No. 87-19 Approved Purchase of Two (2) Squads for Public Safety**
- e) **Res. No. 88-19 Approve Change Order No. 1 for 2019 Street Improvement Project CP 01-19**
- f) **Approve License Agreement for Brian Johnson at 6690 Game Farm Rd E**

Bruce requested that item 4b) Approve City Council Regular Meeting Minutes from July 15, 2019 be removed from the consent agenda.

Motion by Mortenson, seconded by Tschumperlin to approve the Consent Agenda items with the exception of item 4b.

Motion carried 5-0. Absent: None

4b) Approve City Council Regular Meeting Minutes from July 15, 2019

Bruce requested to have this item removed from the consent agenda. She wanted the minutes to reflect under item 7b (iv) that everyone missed the St. Boni Fire advisory meeting not just her.

Linguist stated that she will make the correction. The correction will be as follows:
Everyone missed the St. Boni Fire advisory meeting.

Motion by Bruce, seconded by Mortenson to approve item b) Approve City Council Regular Meeting Minutes from July 15, 2019 with amendment noted above.

Motion carried 5-0. Absent: None

5) Public Hearing - None

6) Business Items

a) Res. No. 89-19 Approve Setback Variance at 4890 Red Oak Lane (Dahl)

City Planner Olson presented the staff report from the August 5, 2019 Council packet.

Highlights included:

- The applicants have made a setback variance request to reduce the required rear yard setback from 25 feet to 20 feet for construction of a deck to the existing home.
- In April 2019, a contractor submitted a building permit application for a 12' x 16' deck with 4' wide stairs down to grade.
- The property is currently at 44.2% impervious coverage which is just below the maximum of 45%.
- The applicants eliminated the hardcover issue by agreeing that the deck would be constructed with at least ¼ inch spacing on the deck boards, which will be a condition if approved.
- Notices were sent out to all property owners within 500 feet of the subject property. Staff has received comments and phone calls regarding this request.

- The Planning Commission reviewed this application at July 22, 2019 Planning Commission meeting. They unanimously recommended that the City Council approve the variance request.
- Possible findings of fact for approval are as follows:
 1. The requested variance is in harmony with the purpose and intent of the City's zoning ordinances because the proposed deck is a proper use for a single family home and the resulting deck is not incompatible with surrounding land uses as there are other homes in the neighborhood that have decks;
 2. The requested variance is consistent with the City's comprehensive plan because the Property is guided for long term residential use per the 2030 Comprehensive Plan. The proposed deck is consistent with the long range plan for the Property;
 3. The applicants propose to use the Property in a reasonable manner because the applicants are proposing a reasonable sized deck on an existing walkout home, which is a reasonable use;
 4. The requested variance is the result of a unique circumstance not created by the landowner because the applicants chose a lot, after consulting with their home builder, which was too large for the Property; and
 5. The requested variance will not alter the character of the locality because the proposed deck is not out of scale nor out of place compared to other homes in the neighborhood that have decks.

Sue Dahl (applicant), 4890 Red Oak Lane, overviewed her position on why they need and want the setback variance.

Pam Christenson, 4891 Red Oak Lane, spoke in favor of the Dahl's variance request. She commented that she would like facts to be considered when making decisions.

Whalen commented that the residents from Red Oak are welcome here and that it takes people to make a community. She commented that the Red Oak development was not a typical development that has been approved in Minnetrista.

Motion by Tschumperlin, seconded by Bruce to adopt Resolution No. 89-19 Approving the requested setback variance at 4890 Red Oak Lane based on certain of fact in the staff report and subject to the following conditions:

1. The deck must be constructed with a minimum of ¼" spacing on the deck boards;
2. Any tree removal shall be done in accordance with city code and is subject to certain replacement requirements;
3. Any required grading shall maintain existing drainage patterns or improve the existing drainage of the lot and adjacent lots;
4. The Applicant obtain all necessary permits and approvals from the City and other applicable entities with jurisdiction over the Property prior to any construction;
5. The Applicant is responsible for all fees incurred by the City in review of this application; and
6. The variance approval is valid for one year from the date of approval and will become void and expire unless a building permit has been issued for the site.

Molitor commented that he wanted the residents to have the ability to voice their opinions and concerns. The individual variance process was the way to allow residents to have their input and resulted in the transparency of due process.

Motion carried 5-0. Absent: None

b) Res. No. 90-19 Approve Setback Variance at 4896 Red Oak Lane (Loutsch)

City Planner Olson presented the staff report from the August 5, 2019 Council packet.

Highlights included:

- The applicants have made an application for a setback variance to reduce the required rear yard setback from 25 feet to 20 feet for the construction of a deck to the existing home.
- The applicants were made aware of the rear yard setback issue on their property as a result of the neighbors at 4890 setback issues.
- 4890 and 4896 Red Oak Lane have similar lot size, house is the same model and the proposed decks have the same footprint.
- The applicants are proposing a 12' x 16' deck with 4' wide steps.
- Notices were sent out to all property owners within 500 feet of the subject property. To date, staff has received 7 comments and two phone calls regarding this request.
- Possible findings of fact for approval are as follows:
 1. The requested variance is in harmony with the purpose and intent of the City's zoning ordinances because the proposed deck is a proper use for a single family and the resulting deck is not incompatible with surrounding land uses as there are other homes in the neighborhood that have decks;
 2. The requested variance is consistent with the City's comprehensive plan because the Property is guided for long term residential use per the 2030 Comprehensive Plan. The proposed deck is consistent with the long range plan for the Property;
 3. The applicants propose to use the Property in a reasonable manner because the applicants are proposing a reasonable sized deck on an existing walkout home, which is a reasonable use;
 4. The requested variance is the result of a unique circumstance not created by the landowner because the applicants home is too large relative to the lot size; and
 5. The requested variance will not alter the character of the locality because the proposed deck is not out of scale nor out of place compared to other homes in the neighborhood that have decks.

Elliott Loutsch (applicant), 4896 Red Oak Lane, commented that his situation is similar to the Dahl's.

Motion by Bruce, seconded by Mortenson to adopt Resolution No. 90-19 Approving the requested setback variance at 4896 Red Oak Lane based on certain of fact in the staff report and subject to the following conditions:

1. The deck must be constructed with a minimum of 1/4" spacing on the deck

- boards;
2. Any tree removal shall be done in accordance with city code and is subject to certain replacement requirements;
 3. Any required grading shall maintain existing drainage patterns or improve the existing drainage of the lot and adjacent lots;
 4. The Applicant obtain all necessary permits and approvals from the City and other applicable entities with jurisdiction over the Property prior to any construction;
 5. The Applicant is responsible for all fees incurred by the City in review of this application; and
 6. The variance approval is valid for one year from the date of approval and will become void and expire unless a building permit has been issued for the site.
- Motion carried 5-0. Absent: None

There was discussion on what the City can require of the developers depicting decks on the proposed building pads.

c) Res. No. 91-19 Approve Work Order No. 4 for Halstead Drive Street Improvement Project CP 01-16

City Engineer Fauske presented the staff report from the August 5, 2019 Council packet.

Highlights included:

- On June 19, 2017 the City awarded the project to RAM Excavating. Previous work orders are as follows:
 - ♦ Work Order 1, -\$34,004.70 approved October 2, 2017
 - ♦ Work Order 2, \$14,866.61 approved June 18, 2018
 - ♦ Work Order 3, \$88,320.00 approved August 6, 2018
- Work Order 4 was work done between July and September of 2018. MnDOT reviewed and approved the work in the amount of \$48,198.25, increasing the contract from \$2,533,178.46 to \$2,581,376.71. Work included:
 - * Relocating hydrant
 - * 4" Polystyrene Insulation
 - * Construct access road
 - * Bituminous pavement – first lift of driveway to 7515 Halstead Dr.

There was discussion about the final lift of pavement on the driveways.

Motion by Mortenson, seconded by Tschumperlin to adopt Resolution No. 91-19 Approving Work Order No. 4 for the Halstead Drive Street Improvement Project, CP 01-16. Payment for this Work Order will occur at a future meeting.

Whalen questioned if the City is still within the contingencies amount.

Batty commented that this is step one of a two-step process. Liquidated damages will be settled first then some or all of this work order will be paid.

Motion carried 5-0. Absent: None.

d) Res. No. 92-19 Approve Purchase of City Hall Telephone System Upgrade

City Administrator Barone presented the staff report from the August 5, 2019 Council packet.

Highlights included:

- Current phone system is a NEC SV8100 and staff is recommending migrating to a new NEC Univerge SV9100 phone system. This would be the most cost effective way to upgrade the phone system.
- The SV9100 will require new phones for City Hall and Public Works but not for the Police Department. City Hall phones are analog phones, and require at minimum, digital phone technology for use with the SV9100 system.
- A total of 22 phones will be purchased as quoted. There is a 5-year warranty on the hardware and a 5-year warranty on the software at no cost.
- The City got two quotes, with the lowest quote from Matrix in the amount of \$10,824.27.

There was discussion on when another system would be needed.

Bruce questioned if this could be funded out of the communications fund. Barone stated that staff will look into the qualifying funding for the communications fund and if it can be taken out of the fund, it will.

Motion by Bruce, seconded by Molitor to adopt Resolution No. 92-19 approving the purchase of a phone system upgrade from the NEC SV8100 system to the NEC Univerge SV9100 phone system for both City Hall/Public Works and the Public Safety facilities at a cost of \$10,824.27 from Matrix Communications.

Motion carried 5-0. Absent: None

e) 2020 Roads discussion

City Engineer Fauske presented the staff report from the August 5, 2019 Council packet.

Highlights included:

- Recommended projects:
 - ♦ Lakeview Drive & forcemain replacement \$1,033,000
 - ♦ Potential Overlay/Partial Mill and Overlay Projects Areas (funded by Street Maintenance Fund) – all projects \$778,000
 - ♦ Potential Project Area A (Jennings Cove area) \$700,000
 - ♦ Potential Project Area B (Hardscrabble Cir area) – due to size of project – projected for 2021 or later \$1,083,000
 - ♦ Potential Project Area C (Eastview/Morningview area) \$1,100,000
 - ♦ Potential Project for 2021 – Municipal State Aid (Sunnyfield Rd) \$405,000

Molitor questioned if the potential overlay/partial mill and overlay projects were cored. Fauske stated they were not.

There was discussion of Kennedy Memorial Drive bad entrance. Peters overviewed the recommendations from Lee Gustafson and suggested that the City could do some patching on some of the roads so that the roads in worse shape could be addressed.

There was additional discussion about the options that were presented.

There was discussion regarding the Nature Conservatory area by Hardscrabble Circle and County Rd 44.

There was further discussion on Lakeview Drive and Lift Station 7.

Barone suggested that the Council set a priority list. He also mentioned that Ehlers will be attending the August 19, 2019 council meeting to discuss funding options. The Council gave a general priority list of Lakeview Drive, Jennings or Hardscrabble then Loring.

The Council had a general consensus that Lakeview Drive and some of the maintenance items. The Council asked staff provide information on how much of the sewer fund could be used for the Lakeview Drive project. They would like to start moving forward and possibly have some public meetings with the residents of these areas to see if they are interested in the improvement.

Staff will follow-up with Council on the Hardscrabble project regarding the Nature Conservatory.

There was discussion on the consumer rate index versus the construction cost index.

There was discussion on the Municipal State Aid Sunnyfield Rd and if they wanted to added extra on-street parking and turn lanes when completing this project. There were comments that there have been initial conversations with Kevin Borg, the Superintendent of Westonka Schools and their needs regarding Sunnyfield Rd. There was additional discussion on funding for this project. There was some discussion on whether this could be a 2020 project instead of 2021. Fauske commented that it would be hard to meet all the deadlines to have it as a 2020 project.

There was some discussion on other Municipal State Aid roads and if they could be done in 2020. Fauske commented that if it was started now, the bidding of the project would be held late in the spring.

There was some explanation on how the Municipal State Aid funding is distributed.

7) Administrative Items

a) Staff Reports

i) City Administrator

- Update on County Road 44 residents regarding water quality of the wells.

ii) City Engineer/ Public Works Superintendent

- Update on Halstead Drive project
- Update on Enchanted/Tuxedo project
- Sod issue on Halstead Dr.

Mayor Whalen called for a brief break at 9:00 p.m. The meeting reconvened at 9:01

p.m.

Public Works Superintendent

- Issue with the pumps at Lift Station #1 between River Valley Church and R&S Collision.
- Update on Slow Creek Park (located in the Sunnybrook development). The trail was repaired and paved.

b) Council Reports

i) Mayor Lisa Whalen

- Short Term Rental discussion
Chief Falls recommended that this be a work session item
- Will attend the August Parks Commission meeting

ii) Pam Mortenson

- No July meeting for Westonka Community & Commerce

iii) Mike Molitor

- No updates

iv) Shannon Bruce

- Mound Fire Commission meeting

v) John Tschumperlin

- July Planning Commission
- Special Pioneer Sarah Creek Watershed District subcommittee meeting

8) Adjournment

Motion by Bruce, seconded by Mortenson to adjourn the meeting at 9:19 p.m.

Motion carried 5-0. Absent: None

Respectfully submitted,

Kris Linnquist, MMMC, MMC
City Clerk

RESOLUTION NO. 93-19

CITY OF MINNETRISTA

**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 64144 through 64201; electronic checks E1001540 through E1001557; Claims batch includes electronic transfers for payroll in the amount of \$73,359.33.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that the attached list of claims in the amount of \$900,682.26 is hereby approved.

ADOPTED this 19th day of August 2019 by a vote of ____ Ayes
____ Nays.

Lisa Whalen, Mayor

ATTEST:

Kris Linqvist, City Clerk

(seal)

***Check Detail Register©**

JUNE 2019 to AUGUST 2019

			Check Amt	Invoice	Comment
1010 1ST BK OF THE LAKES					
Paid Chk#	064144	8/19/2019	A-1 RENTAL		
E 101-45202-437	MISCELLANEOUS EXPENSE		\$57.24	141807	Sod Cutter Rental
Total A-1 RENTAL			\$57.24		
Paid Chk#	064145	8/19/2019	ACME TOOLS		
E 101-43121-221	EQUIPMENT PARTS, TIRES		\$499.98	6792260	Concrete Saw Blades
Total ACME TOOLS			\$499.98		
Paid Chk#	064146	8/19/2019	AMERIPRIDE SERVICES INC		
E 101-43121-215	SHOP MATERIALS		\$29.27	1004543610	Shop towels
E 101-43121-417	UNIFORMS		\$98.87	1004543610	Shop uniforms
E 101-41940-211	CLEANING & MAINT SUPPLIES		\$20.47	1004543610	Service Charge
Total AMERIPRIDE SERVICES INC			\$148.61		
Paid Chk#	064147	8/19/2019	BANYON DATA SYSTEMS, INC.		
E 101-41320-433	DUES & SUBSRIPT & TRAINING		\$485.00	00159125	POS Support
Total BANYON DATA SYSTEMS, INC.			\$485.00		
Paid Chk#	064148	8/19/2019	CAR-CO AUTO PARTS		
E 101-43121-221	EQUIPMENT PARTS, TIRES		\$197.98	49-545424	Batteries
Total CAR-CO AUTO PARTS			\$197.98		
Paid Chk#	064149	8/19/2019	CENTER POINT ENERGY		
E 601-49440-383	NATURAL GAS		\$51.60	10658039-2	Gas Utility
E 601-49440-383	NATURAL GAS		\$23.61	10658041-8	Gas Utility
E 101-41940-383	NATURAL GAS		\$21.00	5651357-5	Gas Utility - Gov't Bldg
E 601-49440-383	NATURAL GAS		\$15.00	5659223-1	Gas - Well #5
E 101-43121-383	NATURAL GAS		\$23.53	6744979-3	Gas Utility - PW
E 101-42110-383	NATURAL GAS		\$47.50	8486433-9	Gas Utility - PD
E 101-43121-383	NATURAL GAS		\$21.00	8486442-0	Gas Utility - PW
Total CENTER POINT ENERGY			\$203.24		
Paid Chk#	064150	8/19/2019	CLASSIC CLEANING COMPANY		
E 101-41940-211	CLEANING & MAINT SUPPLIES		\$500.00	28581	Cleaning August
E 101-43121-211	CLEANING & MAINT SUPPLIES		\$473.00	28581	Cleaning August
E 101-42110-211	CLEANING & MAINT SUPPLIES		\$859.00	28582	Police Dept Cleaning August
Total CLASSIC CLEANING COMPANY			\$1,832.00		
Paid Chk#	064151	8/19/2019	CULLIGAN WATER		
E 101-42110-211	CLEANING & MAINT SUPPLIES		\$120.64	114x71866103	Water
Total CULLIGAN WATER			\$120.64		
Paid Chk#	064152	8/19/2019	DVS		
E 101-42110-404	VEHICLE & EQUIP MAINT		\$239.25		Unit 70-Tabs
Total DVS			\$239.25		
Paid Chk#	064153	8/19/2019	ECM PUBLISHERS, INC		
E 101-41910-351	LEGAL NOTICE & ORD PUBLIC		\$34.70	714517	PC Hearing-M/I
Total ECM PUBLISHERS, INC			\$34.70		
Paid Chk#	064154	8/19/2019	FOTH INFRASTRUCTURE		
G 490-2025	DEPOSITS PAYABLE		\$5,093.50	63229	* Lotus Dr Construction Svcs Reimbursed from Escrow
Total FOTH INFRASTRUCTURE			\$5,093.50		
Paid Chk#	064155	8/19/2019	FRONTIER OH		
E 101-42110-321	TELEPHONE		\$477.28	952-446-1660	General Phone Service
E 101-43121-321	TELEPHONE		\$477.28	952-446-1660	General Phone Service
E 101-41940-321	TELEPHONE		\$477.28	952-446-1660	General Phone Service

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Total FRONTIER OH			\$1,431.84		
Paid Chk# 064156	8/19/2019	FSSOLUTIONS			
E 101-43121-437	MISCELLANEOUS EXPENSE		\$52.20	FL00317728	Random
Total FSSOLUTIONS			\$52.20		
Paid Chk# 064157	8/19/2019	GONYEA HOMES			
G 101-2025	DEPOSITS PAYABLE		\$5,000.00	MB-18039 R99	* Temp Co 3741 Woodland Cove Pkwy
Total GONYEA HOMES			\$5,000.00		
Paid Chk# 064158	8/19/2019	GREATER MN COMMUNICATIONS			
E 101-42401-202	COPY & PRINTING SUPPLIES		\$118.00	19124	Business Cards
Total GREATER MN COMMUNICATIONS			\$118.00		
Paid Chk# 064159	8/19/2019	HENN CO INFO TECHNOLOGY			
E 401-43126-560	EQUIP AND FURNISHINGS		\$0.00		Radio Lease
E 401-42110-560	EQUIP AND FURNISHINGS		\$2,403.84	100034070	radio lease - PD
Total HENN CO INFO TECHNOLOGY			\$2,403.84		
Paid Chk# 064160	8/19/2019	HENN CO SHERIFF (PER DEIM)			
E 101-42110-441	CORRECTION FEES/CHGS		\$390.00	1000134750	Booking Fee
Total HENN CO SHERIFF (PER DEIM)			\$390.00		
Paid Chk# 064161	8/19/2019	HINTZ, NATHAN			
E 101-42110-417	UNIFORMS		\$33.50		Uniforms
Total HINTZ, NATHAN			\$33.50		
Paid Chk# 064162	8/19/2019	INT L UNION OF OPER. ENGINEERS			
G 101-2360	PAYROLL CLEARING UNION DUES		\$245.00	Sept 2019	* Union dues
Total INT L UNION OF OPER. ENGINEERS			\$245.00		
Paid Chk# 064163	8/19/2019	JBT BLACKTOPPING			
E 404-45202-530	IMPROVEMENTS		\$16,000.00	1124	Reconstruction of the Walking Trail at Slow Creek Park
Total JBT BLACKTOPPING			\$16,000.00		
Paid Chk# 064164	8/19/2019	KENNETH POTTS P.A			
G 101-2399	FORFEITED PROPERTY		\$450.00	19003574	Forfeiture- 30% of 1500
Total KENNETH POTTS P.A			\$450.00		
Paid Chk# 064165	8/19/2019	KWIK TRIP			
E 101-42110-440	APPRECIATION EVENTS		\$5.38	5614452	Car Wash Card
Total KWIK TRIP			\$5.38		
Paid Chk# 064166	8/19/2019	LANO EQUIPMENT - SHAKOPEE			
E 101-43121-221	EQUIPMENT PARTS, TIRES		\$2.78	01-691072	Spring
E 101-43121-221	EQUIPMENT PARTS, TIRES		\$307.52	01-691677	Parts for Mower
Total LANO EQUIPMENT - SHAKOPEE			\$310.30		
Paid Chk# 064167	8/19/2019	LEGEND COMPANIES			
E 101-42110-401	BLDG/STRUCT MAINTENANCE		\$1,140.00	72453	Maintenance on Equipment
E 101-42110-401	BLDG/STRUCT MAINTENANCE		\$2,879.33	72453	Replaced Compressor and Motor
Total LEGEND COMPANIES			\$4,019.33		
Paid Chk# 064168	8/19/2019	LEXISNEXIS			
E 101-42110-307	PROFESSIONAL SERVICES		\$30.00	1085510-1907	Contract Fee
Total LEXISNEXIS			\$30.00		
Paid Chk# 064169	8/19/2019	LOFFLER COMPANIES INC MO			
E 101-42110-202	COPY & PRINTING SUPPLIES		\$154.37	392101960	Copier - PD

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Total	LOFFLER COMPANIES INC	MO	\$154.37		
Paid Chk#	064170	8/19/2019	LOFFLER, INC		
E 101-41320-410	COMPUTER SERVICES/FEES		\$1,285.20	3177160	General Support
E 101-42110-410	COMPUTER SERVICES/FEES		\$1,836.00	3177160	General Support
E 101-43121-410	COMPUTER SERVICES/FEES		\$275.40	3177160	General Support
E 601-49440-410	COMPUTER SERVICES/FEES		\$596.70	3177160	General Support
E 602-49490-410	COMPUTER SERVICES/FEES		\$596.70	3177160	General Support
	Total LOFFLER, INC		\$4,590.00		
Paid Chk#	064171	8/19/2019	MADISON NATIONAL LIFE INSURANC		
G 101-2340	PAYROLL CLEARING HEALTH INS		\$770.35	August 2019	Disability Premium
	Total MADISON NATIONAL LIFE INSURANC		\$770.35		
Paid Chk#	064172	8/19/2019	MATRIX COMMUNICATIONS, INC.		
E 673-49600-560	EQUIP AND FURNISHINGS		\$7,576.80	215011	Phone System (70% Billing)
	Total MATRIX COMMUNICATIONS, INC.		\$7,576.80		
Paid Chk#	064173	8/19/2019	MET COUNCIL (SAC)		
G 602-2395	SAC CLEARING		\$31,981.95	July 2019	* Monthly SAC
	Total MET COUNCIL (SAC)		\$31,981.95		
Paid Chk#	064174	8/19/2019	MET COUNCIL ENVIRONMENTAL SVC		
E 602-49490-438	EXPENSE MWCC		\$27,428.28	0001099217	* Monthly Sewer
	otal MET COUNCIL ENVIRONMENTAL SVC		\$27,428.28		
Paid Chk#	064175	8/19/2019	METERING AND TECHNOLOGY		
E 601-49440-227	UTILITY SYSTEM MAINT SUPPL		\$2,944.00	14817	Meters and Readers
E 601-49440-227	UTILITY SYSTEM MAINT SUPPL		\$23,508.00	14818	Meters and Readers
	Total METERING AND TECHNOLOGY		\$26,452.00		
Paid Chk#	064176	8/19/2019	MID COUNTY		
E 101-42110-212	MOTOR FUELS AND LUBRICAN		\$780.66	36855	Squad Fuel
E 101-42110-212	MOTOR FUELS AND LUBRICAN		\$664.94	36921	Squad Fuel
E 601-49440-212	MOTOR FUELS AND LUBRICAN		\$122.92	36922	Dyed Diesel Fuel
E 602-49490-212	MOTOR FUELS AND LUBRICAN		\$122.92	36922	Dyed Diesel Fuel
E 101-43121-212	MOTOR FUELS AND LUBRICAN		\$491.68	36922	Dyed Diesel Fuel
E 101-43125-212	MOTOR FUELS AND LUBRICAN		\$81.94	36922	Dyed Diesel Fuel
	Total MID COUNTY		\$2,265.06		
Paid Chk#	064177	8/19/2019	MINNESOTA SAFETY COUNCIL		
E 101-43121-307	PROFESSIONAL SERVICES		\$2,095.00	3136517	Safety Committee
	Total MINNESOTA SAFETY COUNCIL		\$2,095.00		
Paid Chk#	064178	8/19/2019	MN PEIP		
E 101-41320-131	HEALTH & LIFE INS - E CONTR		\$2,135.98	870211	Health Insurance
E 101-41910-131	HEALTH & LIFE INS - E CONTR		\$1,294.46	870211	Health Insurance
E 101-43121-131	HEALTH & LIFE INS - E CONTR		\$2,609.58	870211	Health Insurance
E 101-43125-131	HEALTH & LIFE INS - E CONTR		\$616.81	870211	Health Insurance
E 101-45202-131	HEALTH & LIFE INS - E CONTR		\$332.13	870211	Health Insurance
E 101-42110-131	HEALTH & LIFE INS - E CONTR		\$10,441.74	870211	Health Insurance
E 601-49440-131	HEALTH & LIFE INS - E CONTR		\$1,530.24	870211	Health Insurance
E 602-49490-131	HEALTH & LIFE INS - E CONTR		\$1,307.76	870211	Health Insurance
E 101-42401-131	HEALTH & LIFE INS - E CONTR		\$2,790.96	870211	Health Insurance
G 101-2340	PAYROLL CLEARING HEALTH INS		\$29.07	870211	Health Insurance
E 651-49590-131	HEALTH & LIFE INS - E CONTR		\$459.71	870211	Health Insurance
	Total MN PEIP		\$23,548.44		
Paid Chk#	064179	8/19/2019	MOUND TRUE VALUE HARDWARE		

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E 101-43121-224	STREET MAINTENANCE SUPPL	\$20.28	161463	Washers	
E 601-49440-227	UTILITY SYSTEM MAINT SUPPL	\$3.29	161511	Bolts	
E 101-41940-402	LAWN MAINTENANCE	\$45.99	161512	Weed Killer	
E 101-41940-401	BLDG/STRUCT MAINTENANCE	\$17.97	161586	Adhesive and Nails for Barn	
E 601-49440-227	UTILITY SYSTEM MAINT SUPPL	\$36.10	161627	Well 4	
E 101-45202-401	BLDG/STRUCT MAINTENANCE	\$14.97	161659	Parks	
E 101-41940-401	BLDG/STRUCT MAINTENANCE	\$38.93	161678	Cauk/Sealant for Barn	
E 101-43121-224	STREET MAINTENANCE SUPPL	\$1.39	161738	Bolts	
E 101-41940-401	BLDG/STRUCT MAINTENANCE	\$49.75	161748	Keys	
E 101-41940-401	BLDG/STRUCT MAINTENANCE	\$49.90	161759	Billed Wrong	
E 101-41940-401	BLDG/STRUCT MAINTENANCE	(\$49.90)	161761	Credit	
E 101-41940-401	BLDG/STRUCT MAINTENANCE	\$439.80	161762	Stain for Barn	
E 101-41940-402	LAWN MAINTENANCE	\$18.99	161815	Weed Killer	
E 101-43121-224	STREET MAINTENANCE SUPPL	\$2.36	161823	Screws	
E 651-49590-224	STREET MAINTENANCE SUPPL	\$4.99	161884	Battery Backup	
E 651-49590-224	STREET MAINTENANCE SUPPL	\$57.94	161889	Repair of Storm Sewer	
E 101-43121-215	SHOP MATERIALS	\$11.99	161896	Drill Bit	
E 601-49440-227	UTILITY SYSTEM MAINT SUPPL	\$6.48	161979	Bleach	
E 601-49440-322	POSTAGE	\$29.29	161979	Postage	
E 602-49490-227	UTILITY SYSTEM MAINT SUPPL	\$27.97	162171	Bug Spray	
E 601-49440-401	BLDG/STRUCT MAINTENANCE	\$7.96	162207	Supplies	
Total MOUND TRUE VALUE HARDWARE		\$836.44			
Paid Chk# 064180	8/19/2019	MOUND TRUE VALUE-PD			
E 101-42110-240	SMALL TOOLS AND MINOR EQ	\$0.59	161757	Bolts	
E 101-42110-240	SMALL TOOLS AND MINOR EQ	\$6.44	162027	Washers, Bolts	
Total MOUND TRUE VALUE-PD		\$7.03			
Paid Chk# 064181	8/19/2019	NIH HOMES			
G 101-2025	DEPOSITS PAYABLE	\$10,000.00	MB-18289 R10 * Temp Co Rtn 6847 Lily Lane		
Total NIH HOMES		\$10,000.00			
Paid Chk# 064182	8/19/2019	OFFICE DEPOT -USE			
E 101-42110-202	COPY & PRINTING SUPPLIES	\$54.42	343517679001	Paper, Tissues	
E 101-41320-201	OFFICE SUPPLIES	\$15.02	348314186001	Paper and Batteries	
E 101-41910-201	OFFICE SUPPLIES	\$10.00	348314186001	Paper and Batteries	
E 101-42110-201	OFFICE SUPPLIES	\$63.15	353157182001	Ink, Memo Books	
E 101-42110-201	OFFICE SUPPLIES	\$28.39	353157604001	DVD+R	
Total OFFICE DEPOT -USE		\$170.98			
Paid Chk# 064183	8/19/2019	PLUNKETTS			
E 101-43121-401	BLDG/STRUCT MAINTENANCE	\$50.00	6330802	Pest Control	
E 101-41940-401	BLDG/STRUCT MAINTENANCE	\$51.23	6330802	Pest Control	
E 101-42110-401	BLDG/STRUCT MAINTENANCE	\$156.00	6330803	Pest Control	
Total PLUNKETTS		\$257.23			
Paid Chk# 064184	8/19/2019	POINT EMBLEMS			
E 101-42110-417	UNIFORMS	\$885.00	8759	Stitch Patches (300)	
Total POINT EMBLEMS		\$885.00			
Paid Chk# 064185	8/19/2019	PREMIUM WATERS, INC			
E 101-41940-211	CLEANING & MAINT SUPPLIES	\$135.38	605123-07-19	Water	
Total PREMIUM WATERS, INC		\$135.38			
Paid Chk# 064186	8/19/2019	RITEWAY			
E 601-49440-202	COPY & PRINTING SUPPLIES	\$149.04	19-32419	Utility Bill Forms	
E 602-49490-202	COPY & PRINTING SUPPLIES	\$149.04	19-32419	Utility Bill Forms	
E 651-49590-202	COPY & PRINTING SUPPLIES	\$37.26	19-32419	Utility Bill Forms	

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E 671-43230-437	MISCELLANEOUS EXPENSE	\$37.25	19-32419	Utility Bill Forms
Total RITEWAY		\$372.59		
Paid Chk# 064187	8/19/2019	SHRED IT USA INC		
E 101-41320-307	PROFESSIONAL SERVICES	\$92.81	8127798257	Shredding
Total SHRED IT USA INC		\$92.81		
Paid Chk# 064188	8/19/2019	SPECIALIZED ENVIROMENTAL TECH		
E 101-45202-401	BLDG/STRUCT MAINTENANCE	\$203.00		Mulch for Merz Marsh Park
Total SPECIALIZED ENVIROMENTAL TECH		\$203.00		
Paid Chk# 064189	8/19/2019	STARKRETE LLC		
E 101-43121-224	STREET MAINTENANCE SUPPL	\$5,500.00	1106	Misc Concrete Work Curbs and Spillways
Total STARKRETE LLC		\$5,500.00		
Paid Chk# 064190	8/19/2019	Streicher s		
E 101-42110-417	UNIFORMS	\$36.99	I1378238	Uniforms
E 101-42110-417	UNIFORMS	\$39.99	I1380109	Uniforms
E 101-42110-417	UNIFORMS	\$15.98	I1381220	Uniforms
E 101-42110-417	UNIFORMS	\$175.00	I1381221	Uniforms
Total Streicher s		\$267.96		
Paid Chk# 064191	8/19/2019	TASC FLEX SYSTEMS REIMBURSEMEN		
E 101-42110-437	MISCELLANEOUS EXPENSE	\$60.41	IN1567046	Admin Fees
tal TASC FLEX SYSTEMS REIMBURSEMEN		\$60.41		
Paid Chk# 064192	8/19/2019	TOLL GAS & WELDING SUPPLY		
E 101-43121-215	SHOP MATERIALS	\$20.86	40099933	Shop Supplies
E 101-43121-215	SHOP MATERIALS	\$22.70	40101469	Shop Supplies
E 101-43121-215	SHOP MATERIALS	\$21.96	40103006	Shop Supplies
E 101-43121-215	SHOP MATERIALS	\$22.70	40104544	Shop Supplies
Total TOLL GAS & WELDING SUPPLY		\$88.22		
Paid Chk# 064193	8/19/2019	TRI-STATE BOBCAT		
E 101-43121-416	RENTAL	\$275.00	R29082	Stump Grinder
Total TRI-STATE BOBCAT		\$275.00		
Paid Chk# 064194	8/19/2019	US BANK CORPORATE SYSTEMS		
E 101-42110-201	OFFICE SUPPLIES	\$73.98	7/12/19	2 Blue Tooth Headsets
E 101-41110-437	MISCELLANEOUS EXPENSE	\$46.00	7/15/19	Food-Council Mtg
E 101-41320-433	DUES & SUBSRPT & TRAINING	\$210.00	7/18/19	Grimm-MNGFOA Conference
E 101-41320-433	DUES & SUBSRPT & TRAINING	\$285.00	7/18/19	Grimm-AICPA Annual Dues
E 101-42110-560	EQUIP AND FURNISHINGS	\$245.27	7/18/19	MDC Connections Verizon
E 101-43121-224	STREET MAINTENANCE SUPPL	\$179.00	7/21/19	Amazon Business Membership
E 101-42110-201	OFFICE SUPPLIES	\$11.59	7/23/19	Business Calculator
E 101-42401-437	MISCELLANEOUS EXPENSE	\$221.94	7/24/19	* Copy of Plan Set -Reimb by Builder
E 101-41320-437	MISCELLANEOUS EXPENSE	\$6.90	7/26/19	UPS Package Shipping
E 101-43121-221	EQUIPMENT PARTS, TIRES	\$18.99	7/27/19	Phone Mount
E 101-43121-224	STREET MAINTENANCE SUPPL	\$20.87	7/31/19	Glass for Light Fixtures on Maple Forest
E 602-49490-227	UTILITY SYSTEM MAINT SUPPL	\$50.54	8/1/19	Hour Meer for LS 16
E 101-42110-434	POLICE TRAINING	\$55.00	8/1/19	Child Seat Tech Recertification
E 101-42110-417	UNIFORMS	\$87.90	8/2/19	Exam Gloves
E 101-41110-437	MISCELLANEOUS EXPENSE	\$58.40	8/3/19	Food-Council Mtg
E 101-42110-404	VEHICLE & EQUIP MAINT	\$12.00	8/6/19	Update for Radar Sign
Total US BANK CORPORATE SYSTEMS		\$1,583.38		
Paid Chk# 064195	8/19/2019	US BANK EQUIPMENT FINANCE		
E 101-41320-307	PROFESSIONAL SERVICES	\$35.00	391676715	Copier
E 101-41910-307	PROFESSIONAL SERVICES	\$35.00	391676715	Copier

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E 101-43121-307	PROFESSIONAL SERVICES	\$35.00	391676715	Copier
E 601-49440-307	PROFESSIONAL SERVICES	\$35.00	391676715	Copier
E 602-49490-307	PROFESSIONAL SERVICES	\$35.00	391676715	Copier
Total	US BANK EQUIPMENT FINANCE	\$175.00		
Paid Chk# 064196	8/19/2019	USA SECURITY		
E 101-41940-401	BLDG/STRUCT MAINTENANCE	\$31.25	27496	Test for Front Desk
Total	USA SECURITY	\$31.25		
Paid Chk# 064197	8/19/2019	VERIZON WIRELESS		
E 101-41940-321	TELEPHONE	\$280.12	9834766759	MDC Connections
Total	VERIZON WIRELESS	\$280.12		
Paid Chk# 064198	8/19/2019	WACONIA FORD MERCURY		
E 101-42110-221	EQUIPMENT PARTS, TIRES	\$58.23	FOCS133616	The Works-Unit 76
Total	WACONIA FORD MERCURY	\$58.23		
Paid Chk# 064199	8/19/2019	WASTE MANAGEMENT		
E 671-43230-384	REFUSE REMOVAL	\$9,702.00	7284886-1593-	* Recycling
Total	WASTE MANAGEMENT	\$9,702.00		
Paid Chk# 064200	8/19/2019	WM MUELLER & SONS INC.		
E 101-43121-224	STREET MAINTENANCE SUPPL	\$1,818.03	246294	Blacktop
E 101-43121-224	STREET MAINTENANCE SUPPL	\$154.38	246294	Blacktop
E 101-43121-224	STREET MAINTENANCE SUPPL	\$345.69	246579	Rock
Total	WM MUELLER & SONS INC.	\$2,318.10		
Paid Chk# 064201	8/19/2019	XCEL ENERGY-MN		
E 601-49440-381	ELECTRIC UTILITIES	\$601.99	51-9805951-5	Electricity-Well #2
Total	XCEL ENERGY-MN	\$601.99		
Paid Chk# 1001540E	8/2/2019	AFLAC		
G 101-2348	AFLAC INS	\$320.42		* Supplemental Insurance
Total	AFLAC	\$320.42		
Paid Chk# 1001541E	8/2/2019	DELTA DENTAL		
E 101-41320-131	HEALTH & LIFE INS - E CONTR	\$250.38	7718112	Delta Dental Prem - Admin
E 101-43121-131	HEALTH & LIFE INS - E CONTR	\$310.09	7718112	Delta Dental Prem - PW
E 101-43125-131	HEALTH & LIFE INS - E CONTR	\$73.29	7718112	Delta Dental Prem - PW
E 101-45202-131	HEALTH & LIFE INS - E CONTR	\$39.47	7718112	Delta Dental Prem - PW
E 101-42110-131	HEALTH & LIFE INS - E CONTR	\$919.95	7718112	Delta Dental Prem - PD
E 601-49440-131	HEALTH & LIFE INS - E CONTR	\$160.17	7718112	Delta Dental Prem - PW
E 602-49490-131	HEALTH & LIFE INS - E CONTR	\$138.04	7718112	Delta Dental Prem - PW
E 651-49590-131	HEALTH & LIFE INS - E CONTR	\$50.32	7718112	Delta Dental Prem - PW
E 101-41910-131	HEALTH & LIFE INS - E CONTR	\$42.00	7718112	Delta Dental Prem-PL
E 101-42401-131	HEALTH & LIFE INS - E CONTR	\$229.64	7718112	Delta Dental Prem-Bdg
Total	DELTA DENTAL	\$2,213.35		
Paid Chk# 1001542E	7/31/2019	BRIDGEWATER BANK		
E 101-41320-437	MISCELLANEOUS EXPENSE	\$70.00		JULY REMOTE DEPOSIT FEE
Total	BRIDGEWATER BANK	\$70.00		
Paid Chk# 1001543E	8/5/2019	PSN		
E 601-49440-307	PROFESSIONAL SERVICES	\$457.04		MONTHLY ONLINE PAYMENT FEES JULY
E 602-49490-307	PROFESSIONAL SERVICES	\$457.04		MONTHLY ONLINE PAYMENT FEES JULY
E 651-49590-307	PROFESSIONAL SERVICES	\$304.69		MONTHLY ONLINE PAYMENT FEES JULY
E 671-43230-307	PROFESSIONAL SERVICES	\$304.68		MONTHLY ONLINE PAYMENT FEES JULY
Total	PSN	\$1,523.45		

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Paid Chk# 1001544E 6/21/2019 TASC FLEX SYSTEMS REIMBURSEMENT			
G 101-2345 PR CLEARING HEALTH FSA	\$235.51		* Medical FSA
tal TASC FLEX SYSTEMS REIMBURSEMENT	\$235.51		
Paid Chk# 1001545E 7/15/2019 TASC FLEX SYSTEMS REIMBURSEMENT			
G 101-2346 PR CLEARING DAYCARE FSA	\$2,708.29		* Dependent Care
tal TASC FLEX SYSTEMS REIMBURSEMENT	\$2,708.29		
Paid Chk# 1001546E 7/19/2019 TASC FLEX SYSTEMS REIMBURSEMENT			
G 101-2346 PR CLEARING DAYCARE FSA	\$63.00		* Medical FSA
tal TASC FLEX SYSTEMS REIMBURSEMENT	\$63.00		
Paid Chk# 1001547E 7/29/2019 TASC FLEX SYSTEMS REIMBURSEMENT			
G 101-2346 PR CLEARING DAYCARE FSA	\$208.33		* Dependent Care
tal TASC FLEX SYSTEMS REIMBURSEMENT	\$208.33		
Paid Chk# 1001548E 8/5/2019 TASC FLEX SYSTEMS REIMBURSEMENT			
G 101-2345 PR CLEARING HEALTH FSA	\$332.76		* Medical FSA
tal TASC FLEX SYSTEMS REIMBURSEMENT	\$332.76		
Paid Chk# 1001549E 8/9/2019 INTERNAL REVENUE SERVICE			
G 101-2300 PAYROLL CLEARING FED W/H	\$8,762.96		* PR - Fed w/h
G 101-2320 PAYROLL CLEARING FICA	\$10,890.72		* PR - SS/Medicare w/h
Total INTERNAL REVENUE SERVICE	\$19,653.68		
Paid Chk# 1001550E 8/9/2019 MN DEPARTMENT OF REVENUE			
G 101-2310 PAYROLL CLEARING STATE W/H	\$4,457.30		* State w/h
Total MN DEPARTMENT OF REVENUE	\$4,457.30		
Paid Chk# 1001551E 8/9/2019 PUBLIC EMPLOYEES RETIREMENT			
G 101-2330 PAYROLL CLEARING PERA	\$20,326.38		* Pera w/h
Total PUBLIC EMPLOYEES RETIREMENT	\$20,326.38		
Paid Chk# 1001552E 8/9/2019 VOYA			
G 101-2370 PAYROLL CLEARING DEFERRED CO	\$400.00		* Deferred Comp w/h
Total VOYA	\$400.00		
Paid Chk# 1001553E 8/9/2019 EDWARD JONES			
G 101-2370 PAYROLL CLEARING DEFERRED CO	\$1,805.51		* Deferred Comp w/h
Total EDWARD JONES	\$1,805.51		
Paid Chk# 1001554E 8/9/2019 ICMA			
G 101-2370 PAYROLL CLEARING DEFERRED CO	\$130.00		* Roth IRA Contributions
G 101-2370 PAYROLL CLEARING DEFERRED CO	\$380.00		* Deferred Comp Contributions
Total ICMA	\$510.00		
Paid Chk# 1001555E 8/9/2019 OPTUM			
G 101-2347 HSA CLEARING ACCT	\$6,169.00		HSA Employer and Employee Cont
Total OPTUM	\$6,169.00		
Paid Chk# 1001556E 8/15/2019 MN PUBLIC FACILITIES AUTHORITY			
E 601-47000-601 BOND PRINCIPAL	\$49,000.00		PRINCIPAL ON 2010 MN PUBLIC FACILITIES NOTE (WELL 2A)
E 601-47000-611 BOND INTEREST	\$1,785.67		INTEREST ON 2010 MN PUBLIC FACILITIES NOTE (WELL 2A)
E 601-47000-601 BOND PRINCIPAL	\$425,000.00		PRINCIPAL ON 2016 MN PUBLIC FACILITIES NOTE (TREATMENT PLANTS)
E 601-47000-611 BOND INTEREST	\$39,065.00		INTEREST ON 2016 MN PUBLIC FACILITIES NOTE (TREATMENT PLANTS)

***Check Detail Register©**

JUNE 2019 to AUGUST 2019

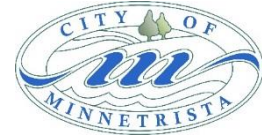
	Check Amt	Invoice	Comment
Total MN PUBLIC FACILITIES AUTHORITY	\$514,850.67		
Paid Chk# 1001557E 8/19/2019 RAM EXCAVATING			
E 499-43122-530 IMPROVEMENTS	\$51,309.38		HALSTEAD DRIVE RECONSTRUCTION PMT VOUCHER 11
Total RAM EXCAVATING	\$51,309.38		
1010 1ST BK OF THE LAKES	\$827,322.93		

Fund Summary**1010 1ST BK OF THE LAKES**

101 GENERAL FUND	\$126,556.23
401 CAPITAL IMPROVEMENT PROGRAM	\$2,403.84
404 PARK DEDICATION FUND	\$16,000.00
490 STREET IMP CAPITAL PROJECTS	\$5,093.50
499 2017 STREET PROJECTS	\$51,309.38
601 WATER FUND	\$545,129.10
602 SEWER FUND	\$62,295.24
651 STORM WATER MGMT FUND	\$914.91
671 RECYCLING FUND	\$10,043.93
673 CABLE	\$7,576.80
	\$827,322.93

CITY OF MINNETRISTA

CONSENT AGENDA ITEM



Subject: Election Equipment Lease Agreement with ISD 277

Prepared By: Kris Linqvist, City Clerk

Meeting Date: August 19, 2019

Issue/Background:

The Westonka School District 277 will be holding School Board Elections in November, 2019. Typically in the past years, the School District has entered into an agreement with the City of Minnetrista to lease the County owned equipment.

Discussion:

Westonka School District 277 has requested the City enter into an agreement to lease the Hennepin County Election equipment that the City has in their possession. They are requesting the use of three (3) DS200 Digital Scan Precinct Count Units, three (3) DS200 Plastic Ballot Boxes (the "Election Equipment"), and two (2) AutoMARK Voter Assist Terminals with ESS&S AutoMARK Tables with adjustable legs.

The City entered into an agreement (Agreement No. A-131254) with Hennepin County at its August 19, 2013 Council meeting leasing five (5) DS200 Digital Scan Precinct Count Units, five (5) DS200 Plastic Ballot Boxes (the "Election Equipment") and five (5) AutoMARK Voter Assist Terminals with ESS&S AutoMARK Tables with adjustable legs to keep in the City's possession. Section 1.4 of that agreement states, "Upon the express written permission of County's Election Manager, or her/his designee, the City may lease Election Equipment and/or AVT Equipment to a school district. Said lease shall be made pursuant to a written agreement, between the City and the school district, which includes substantially the same terms as those contained herein."

The Lease Agreement would be from September 1, 2019 through December 31, 2019. The City would receive \$440.80 from the School District as compensation for the use of the equipment. In their agreement with the City of Minnetrista the terms of their agreement were that the School District shall pay the City 50% of the annual per unit maintenance costs paid by the City to Hennepin County (\$187.20 x 50% x 3 for the DS200's and \$160.00 x 50% x 2 for the AutoMARKs). The details are outlined in the attached agreement.

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.

Recommended City Council Action:

Approve Resolution No. 99-19 authorizing the City to enter into an agreement with the Westonka School District 277 to lease the County owned Election Equipment for their November 2017 School Board Elections.

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

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

Explain:

Mission Statement:

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

RESOLUTION NO. 99-19

CITY OF MINNETRISTA

**APPROVING AGREEMENT WITH WESTONKA SCHOOL DISTRICT 277 FOR
LEASE OF ELECTION EQUIPMENT FOR 2019 SCHOOL BOARD ELECTIONS**

WHEREAS, The City of Minnetrista has had an agreement with Hennepin County for election equipment for years; and,

WHEREAS, The Westonka School District 277 is requesting to lease the election equipment owned by Hennepin County for the 2019 School Board Elections; and,

WHEREAS, The agreement with the County allows the City to lease the election equipment to the school for School Board Elections; and,

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, this lease agreement of election equipment is hereby approved.

This resolution was adopted by the City Council of the City of Minnetrista on the 19th day of August 2019, by a vote of _____ Ayes and _____ Nays.

Mayor Lisa Whalen

ATTEST:

Kris Linnquist, City Clerk

(seal)

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

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

WITNESSETH

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

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

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

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

Section 1

SCOPE OF AGREEMENT

- 1.1 The City hereby leases to the School District at the cost identified below and subject to the terms and conditions of this Agreement, and the School District hereby agrees to lease from the City election equipment identified as: three (3) DS200 Digital Scan Precinct Count Units and three (3) DS200 Plastic Ballot Boxes (the “Election Equipment”) for polling places contained within the School District.
- 1.2 The City hereby leases to the School District subject to the terms and conditions of this Agreement, and the School District hereby agrees to lease from the City AVT Equipment identified as: two (2) AutoMARK Voter Assist Terminals and two (2) ES&S AutoMARK Tables with adjustable legs (“AVT Equipment”) for polling places contained within the School District.
- 1.3 Subject to the terms and conditions of this Agreement, the parties may agree by written addendum executed by all the parties to increase or decrease the

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

- 1.4 In exchange for use of the Election Equipment and AVT Equipment the School District shall pay to the City 50% of the annual per unit maintenance costs paid by the City to Hennepin County (\$187.20 x 50% x 3 for the DS200's and \$160.00 x 50% x 2 for the AutoMARKs) for a lump sum total of \$440.80, due and payable on October 1, 2019.

OWNERSHIP

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

Section 3

HANDLING OF EQUIPMENT AND INDEMNIFICATION

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

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

Section 4

TERM, TERMINATION

- 4.1 This Agreement commences September 1, 2019 and expires December 31, 2019. Termination of this Agreement by the School District shall not relieve the School District of any duties or obligations hereunder including but not limited to the obligation to pay amounts due and payable. Upon expiration or any termination of this Agreement, the School District shall return the Election Equipment and/or AVT Equipment within a reasonable time and in good operating condition except for routine wear and tear.

Section 5

MAINTENANCE

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

Section 6

PROGRAMMING AND ACCUMULATION

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

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

Section 7

OTHER TERMS AND CONDITIONS

- 7.1 **No Waiver.** No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be observed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise.
- 7.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- 7.3 **Entire Agreement.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

- 7.4 **No Assignment.** Neither party shall assign, sublet or transfer this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and of no force and effect.
- 7.5 **No Warranty.** CITY IS PROVIDING THE ELECTION EQUIPMENT AND AVT EQUIPMENT ON AN AS-IS BASIS WITH NO SUPPORT WHATSOEVER. THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR PARTICULAR USE, NO WARRANTY OF NON-INFRINGEMENT, NO WARRANTY REGARDING THE USE OF THE INFORMATION OR THE RESULTS THEREOF AND NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

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

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

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

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

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

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

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

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AUTHORIZATION

**CITY OF MINNETRISTA
STATE OF MINNESOTA**

Lisa Whalen, Mayor

Kris Linquist, City Clerk

WESTONKA SCHOOL DISTRICT 277

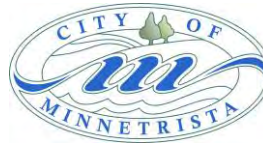
By: _____

Its: _____

And: _____

Its: _____

CITY OF MINNETRISTA



PUBLIC HEARING ITEM

Subject: **On-Sale Intoxicating Liquor License Application for Cox Culinary Arts dba Buddy Boy Fine Barbeque**

Prepared By: **Kris Linquist, City Clerk**

Meeting Date: **August 19, 2019**

Issue/Background:

Cox Culinary Arts dba Buddy Boy Fine Barbeque has applied for an On-Sale Intoxicating Liquor license at the Buddy Boy Fine Barbeque restaurant located at 8175 State Highway 7. Intoxicating Alcoholic Beverages (IAB) include liquor, wine and beer.

Discussion:

Minnetrista City Code requires that an “opportunity shall be given to any person to be heard for or against the granting of the license” (§1210.13). Accordingly, a public hearing must be held for each individual application.

Notice of the public hearing was provided in accordance with statutory requirements. Residents within 500 feet were sent notification. To date, staff has not received any comments regarding this application.

Buddy Boy Fine Barbeque applied for and received a Conditional Use Permit (Resolution No. 133-18; 2018.10.01 – attached) to operate a restaurant at 8175 State Highway 7.

In 2015, the City Council adopted Ordinance No. 427 at its May 18, 2015 meeting to accommodate the restaurant to operate a minimum of four days per week.

Buddy Boy Fine Barbeque is requesting to sell IAB. Sale hours will be Wednesday, Thursday and Friday from 4 p.m. to 8 p.m. and on Saturday from 10 a.m. to 2 p.m. The business will not be open on Sunday, Monday or Tuesday. They are also requesting to serve IAB on their patio in addition to restaurant (see attachment). No IAB will be allowed or consumed in the parking area of the premise. Also attached is a copy of the printed menu that will be available to patrons of the restaurant. The indoor seating capacity for the restaurant is 49. The applicant(s) have submitted all required materials including the required fee and proof of insurance. The Minnetrista Public Safety Department has conducted and the applicant(s) have passed all legally required background and compliance checks. This restaurant would be added to the Public Safety annual compliance checks. There are no outstanding taxes due on this property. The

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.

applicant(s) are proposing to open the restaurant on August 31, 2019 with the sale of IAB, if all conditions have been met.

Liquor Licenses are renewed annually. The licensing period this year is from June 1, 2019 to May 31, 2020. Buddy Boy Fine Barbeque will need to apply for a renewal license in 2020, just as any other liquor license holder in Minnetrista does.

The building department has issued a certificate of occupancy for the restaurant. Hennepin County has inspected and issued their required permits. The applicant, at some point, may want to install a bar inside the restaurant. If they choose to do so, they would be required to submit a building permit application for the construction of the bar and Hennepin County Health would want to re-inspect the premise. This would then be added to the description of service area for the license.

As with all IAB applications and renewals, staff would recommend approval of the On-sale Intoxicating Liquor license renewal with the following conditions:

- No IAB may be permitted on the property except those sold by Cox Culinary Arts dba Buddy Boy Fine Barbeque.
- No IAB may leave the premises.
- The premise is described as the restaurant and attached patio. IAB will not be allowed or consumed in the parking area of the premise.
- All required postings and laws must be followed.
- All staff serving or selling IAB must receive training regarding the selling and serving of IAB to customers.
- On-site ability to call 911 must be provided.
- A weather alert radio must be installed and operating when the public is present.
- The On-Sale Intoxicating Liquor license is non-transferable.
- All other conditions set forth by Minnetrista City Code and MN State Statutes shall be followed.
- The applicant must maintain the required levels of insurance coverage for the duration of the licensing period. Lapse of insurance coverage may result in the suspension or revocation of the liquor license.
- Delinquent taxes, assessments, utility charges, or service fees may result in suspension or revocation of the liquor license.
- A conviction for any violation of Laws of the State of Minnesota or the City of Minnetrista relating to intoxicating or non-intoxicating alcohol may result in the suspension or revocation of the license.

Conclusion:

Staff would recommend approval of this On-Sale Intoxicating Liquor license contingent upon receiving a copy of the Buyer's Card issued by the State of Minnesota before the license will be issued.

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.

Recommended City Council Action:

Motion to adopt Res. No. 94-19 Approve the On-Sale Intoxicating Liquor license with conditions recommended by Staff for Cox Culinary Arts dba Buddy Boy Fine Barbeque for the restaurant located at 8175 State Highway 7, with a licensing period of August 31, 2019 to May 31, 2020 (renewable annually) and contingent upon the receipt of the Buyer's Card issued by the State of Minnesota.

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

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

Explain:

Mission Statement:

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

NO ALCOHOLIC BEVERAGES BEYOND THIS POINT

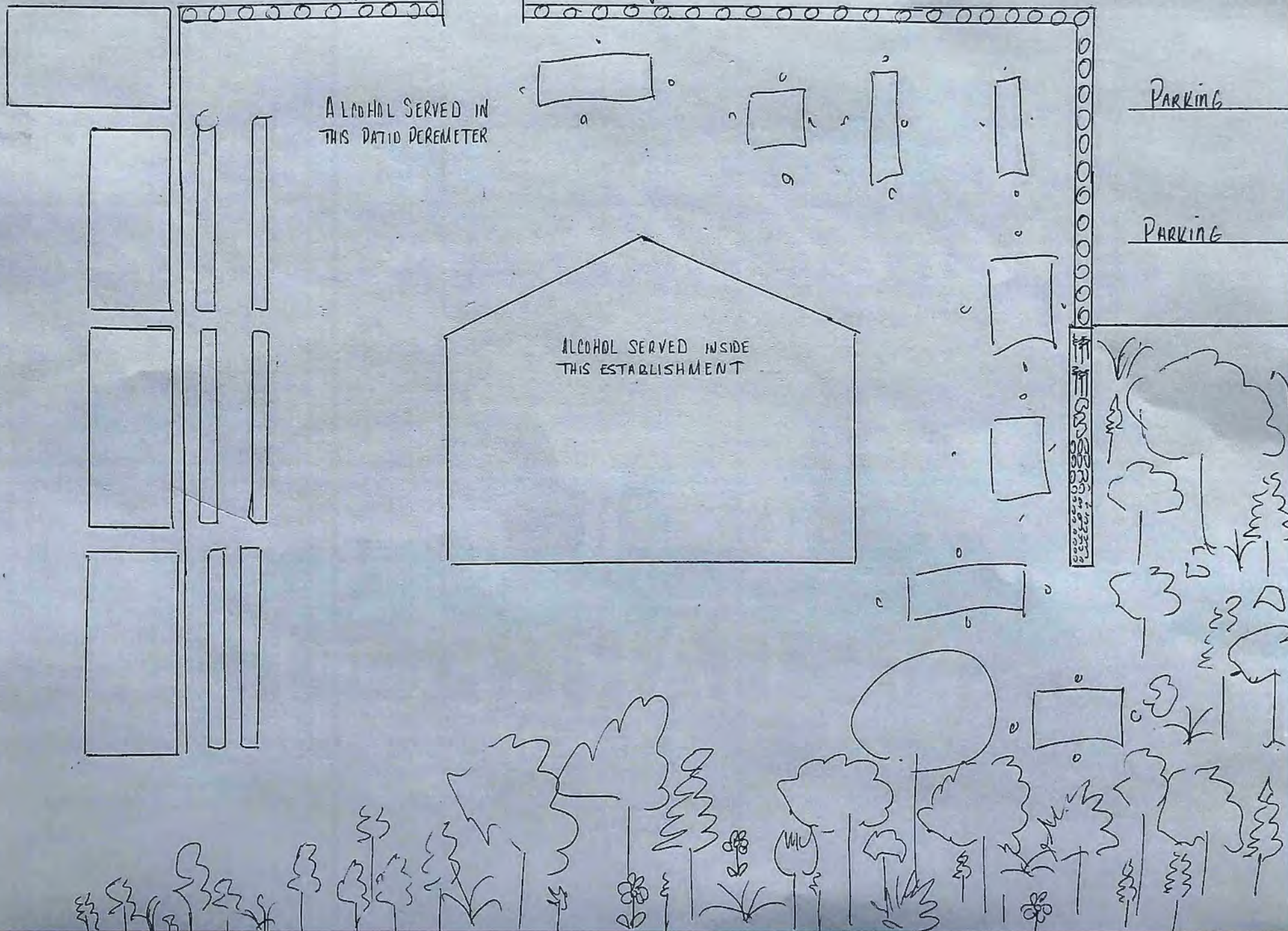
NO ALCOHOLIC BEVERAGES IN PARKING LOT

ALCOHOL SERVED IN
THIS PATIO PERIMETER

ALCOHOL SERVED INSIDE
THIS ESTABLISHMENT

PARKING

PARKING



BUDDY BOY FINE BARBEQUE

SUMMER FEATURES

PIT BEEF SANDWICH 12

Slow smoked peppery beef, sliced thick and piled high. Topped with a coriander-horse radish sauce.

WATERMELON WEDGE 2

Grab a wedge!

TOFU & VEGETABLES 12

Wood fired tofu and assorted mixed seasonal vegetables with any of our gluten free sauces. Spicy ginger, cilantro-lime or tangy herb! May be substituted with our salad depending on farmers available crop.

FRESH SEASONAL SALAD

This beautiful mixed green salad is filled with farm fresh strawberries, red onions, feta cheese, candied nuts and a homemade vinaigrette 8

JARS, CUPS & BOWLS

GINGER-CABBAGE SALAD 3

Freshly shredded garden cabbage and carrots lightly dressed with our ginger sauce

GARLIC-HERB POTATO "SALAD" 3

Potato and herb blend, made with sweet corn, jalapeno. served cool and its vegan

BURNT-END POTATO "SALAD" 3.50

Creamy

BUDDY'S BEANS 4

Brisket, pork and buddy bean blend

CHIPS 2

SERVING SUGGESTION

BRISKET 1# 1-4 SERVINGS

PULLED PORK 1# 2-4 SERVINGS

TURKEY 1# 2-4 SERVINGS

WHOLE CHICKEN 3-4 SERVINGS

BEEF RIBS 1# 1-2 SERVINGS

Approximate servings
1 bone is between 1/2t to 1 # very big!
1/4 to 1/2 pounds typical serving

PORK RIBS 1# 1-2 SERVINGS

Approximate servings
1 bone is approximately 1/4 pound
1/4 to 1/2 pounds typical serving

TOTAL MEAT CONSUMED PER GUEST

1-1 1/2 # = big eater
3/4# = hungry
1/2# = meal
1/4# = light meal/snack

PICKLED ONIONS 7

PICKLED BEETS 7

PICKLED PEPPERS 8

KIMCHI JAR 10
SINGLE 4

Above items also available in pint, quart , 1/2 pan and full pan

BUDDY BOY FINE BARBEQUE

SANDWICHES

SIGNATURE BIG BUDDY 15

This is a huge sandwich layered with beef brisket, pulled pork, sliced sausage and topped with ginger slaw!

USDA PRIME BEEF BRISKET SANDWICH 12

Wood fired beef brisket served on bakery fresh bun and sauce of choice

WOOD FIRED TURKEY SANDWICH 9.50

This Ferndale turkey sandwich is juicy and delicious

PULLED PORK SANDWICH 9.50

Served on bakery fresh bun

SOLD BY THE POUND

USDA PRIME BEEF BRISKET 22 PER #

Wood fired beef brisket served with sliced white sandwich bread

PULLED PORK 19 PER #

Served with sliced white sandwich bread

WOOD FIRED TURKEY 19 PER #

This Ferndale turkey is juicy and delicious.

WOOD FIRED CHICKEN 15/30 half or whole young chicken

HOT LINKS 3 LINKS/14 jalapeno pork or cheddar beef

BEEF RIBS 22 PER #

PORK RIBS 19 per #

**SERVING SUGGESTIONS
ON BACK**

CITY OF MINNETRISTA
COUNTY OF HENNEPIN
STATE OF MINNESOTA

COPY

ORDINANCE NO. 427

AN ORDINANCE AMENDING THE MINNETRISTA CITY CODE BY
AMENDING CHAPTER 12 REGARDING LIQUOR LICENSING

The city council of the city of Minnetrista ordains as follows:

Section I. Section 1200.03 of the City Code is amended by deleting the ~~stricken~~ material and adding the double-underlined material as follows:

1200.03 Definitions.

~~In addition to~~ The definitions contained in Minnesota Statutes, section 340A.101, as it may be amended from time to time, are hereby adopted except the following words, terms, and phrases, when used in this chapter, will have the meanings ascribed to them in this section:

Liquor. As used in this ordinance, without modification by the words an "intoxicating" or a "3.2 percent malt" includes both intoxicating liquor and 3.2 percent malt liquor.

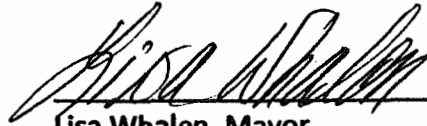
Restaurant. An eating facility, other than a hotel, under the control of a single proprietor or manager, which is open on at least four days per week, where meals are regularly prepared on the premises, where full waitress/waiter table service is provided, where a customer orders food from printed menus and where the main food course is served and consumed while seated at a single location. Notwithstanding the requirement that a restaurant allow guests to order from a printed menu, an establishment which serves a pre-determined multi-course meal to guests, such as a tasting menu, shall also be considered a restaurant. To be a restaurant as defined by this section, an establishment shall have a license from the state as required by Minnesota Statutes, section 157.16, as it may be amended from time to time, and meet the definition of either a "small establishment," "medium establishment" or "large establishment" as defined in Minnesota Statutes, section 157.16, subd. 3(d), as it may be amended from time to time. An establishment which serves prepackaged food that receives heat treatment and is served in the package or frozen pizza that is heated and served shall not be considered to be a restaurant for purposes of this ordinance unless it meets the definitions of a "small establishment", "medium establishment" or "large establishment".

Section II. Effective Date.

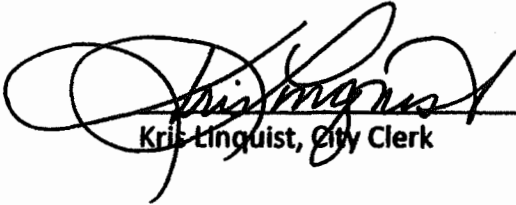
Ordinance 427 shall take effect after its adoption by the city council and publication in the city's official newspaper.

Adopted by the city council of the city of Minnetrista on the 18th day of May, 2015 by a vote of 5 Ayes and 0 Nays.

By:


Lisa Whalen, Mayor

Attest:


Kris Linguist, City Clerk

SEAL

COPY

RESOLUTION NO. 133-18

CITY OF MINNETRISTA

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR BUDDY BOY FINE BBQ TO OPERATE A RESTAURANT AT 8175 STATE HIGHWAY 7

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

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

WHEREAS, Joseph & Jennifer Cox of Buddy Boy Fine BBQ (the "Applicants") have made an application for a conditional use permit to operate a restaurant at the property located generally at 8175 State Highway 7 (the "Property"), and which is legally described on Exhibit A attached hereto; and

WHEREAS, on September 24, 2018, the Minnetrista Planning Commission considered the requested conditional use permit, held a public hearing, and, after consideration of the record before it, voted 4-0 in favor of recommending approval of the conditional use permit request; and

WHEREAS, on October 1, 2018, the City Council reviewed the application, as submitted, and has made the following findings of fact:

1. The Property is guided for Retail-Commercial on the future land use map contained within the Minnetrista 2030 Comprehensive Plan and is zoned C-2 Highway Service Commercial District, which allows restaurants by Conditional Use Permit;
2. The Applicants have properly applied for a Conditional Use Permit to operate a restaurant on the Property, as required by City Code;
3. The Property has historically been used as a restaurant since the building was constructed in 1968;
4. The restaurant, with attached conditions, will have no negative effect upon the health, safety, and general welfare of the City and its inhabitants because the attached conditions will ensure the use is consistent with the standards, purposes, and procedures of Minnetrista City Code and Comprehensive Plan;
5. The Applicants will be required to obtain a certificate of occupancy before opening the restaurant, which will ensure the building meets current codes and protect against fire and safety hazards;
6. The Applicants have stated the survey parking lot will accommodate 55 standard parking

- spaces and 3 accessible parking spaces, which is sufficient, according to city code, for the current square footage of the restaurant;
7. The proposed conditional use will not negatively affect surrounding properties because the Property is located near other commercial properties and the Applicants are not proposing any major exterior improvements that would significantly change the appearance from the neighboring properties or adjacent roadways;
 8. The proposed conditional use will not negatively impact governmental facilities and services because:
 - a. The Property is adequately served by 2 entrances, with each entrance having a protected turn lane on State Highway 7;
 - b. The Property already has adequate access to city utilities, including sanitary sewer and water; and
 - c. The Property will be served by the Minnetrista Police Department and St. Bonifacius Fire Department in the event of an emergency.
 9. The Applicants are not proposing any significant exterior improvements or alterations to the Property and therefore will not negatively impact to the sensitive environmental features located on the Property.

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

1. The Applicants shall work with the Building Official to obtain a Certificate of Occupancy prior to opening and serving customers;
2. The Applicants shall work with the City Clerk to obtain a liquor license prior to serving any alcoholic beverages in the restaurant;
3. Any lighting installed on the Property shall be downcast and shielded from neighboring streets and properties;
4. Any outside noise shall abide by the Minnesota Pollution Control Agencies guidelines for day and nighttime activities;
5. The Applicants shall provide sufficient off-street parking, as required by city code, to serve the current and future square footage of the restaurant;
6. Any outside storage of materials, including, but not limited to, waste receptacles, cooking equipment, and all other restaurant related items shall be screened from view of adjacent properties and streets or located in the rear of the building;
7. The Applicants shall obtain all necessary permits and approvals from the City and other applicable entities with jurisdiction over the Property prior to opening the restaurant;
8. The City may inspect the Property, at any time, for the purposes of insuring the conditions of the Conditional Use Permit are being met;
9. The City Council reserves the right to review and revoke the Conditional Use Permit upon violation of any term or condition;
10. Any major changes in use of the Property not included with the application submittal shall require approval of an amendment to the Conditional Use Permit from the City Council; and

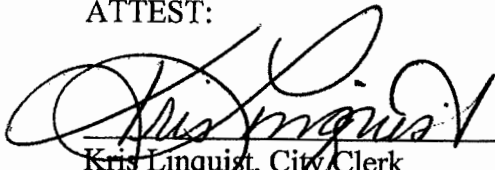
11. The Applicants shall be responsible for all fees incurred by the city in review of this application.

This resolution was adopted by the City Council of the City of Minnetrista on the 1st day of October 2018, by a vote of 5 Ayes and 0 Nays.



Lisa Whalen, Mayor

ATTEST:



Kris Linquist, City Clerk
(SEAL)



Exhibit A

Legal Description of 8175 State Highway 7:

Parcel 1:

That part of the Northeast Quarter of Section 32, Township 117, Range 24, described as follows: Commencing at a point on the south line of said Northeast Quarter of said Section 32, Township 117, Range 24, 990.8 feet East from the southwest corner thereof; thence North 19 degrees 11 minutes East a distance of 700.43 feet, more or less, to the south right of way line of State Trunk Highway No. 7; thence southeasterly along the south right of way line of State Trunk Highway No. 7, a distance of 1520 feet more or less, to the easterly line of said Section 32; thence South to the southeast corner of said Northeast Quarter of said Section 32; thence Westerly along the southerly line of said Northeast Quarter of Section 32, 1651.97 feet, more or less, to the point of beginning, according to the recorded plat thereof; EXCEPTING therefrom the Westerly 16.5 feet thereof; EXCEPTING therefrom that part of the South Half of the Northeast Quarter of Section 32, Township 117 North, Range 24 West of the 5th Principal Meridian, commencing at the southwest corner of the Northeast Quarter of said Section 32; thence East along the south line of the said Northeast Quarter of Section 32 a distance of 990.8 feet; thence North 19 degrees 11 minutes East a distance of 527 feet to the place of beginning; thence continuing along the last described line (the same being the center line of public road) a distance of 173.43 feet to the south right of way line of State Trunk Highway No. 7; thence Easterly along the said South right of way line of said State Trunk Highway No. 7, a distance of 152.73 feet; thence South 19 degrees 11 minutes West a distance of 154 feet; thence at right angles to the right a distance of 151.5 feet to the place of beginning, Hennepin County, Minnesota.



ON-SALE INTOXICATING LIQUOR LICENSE

This license is hereby granted for the period commencing **August 31, 2019** and terminating **May 31, 2020**

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, no IAB may leave the property of Buddy Boy Fine BBQ, 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

Kris Linquist, City Clerk

Date

RESOLUTION NO. 94-19

CITY OF MINNETRISTA

**RESOLUTION APPROVING THE ON-SALE INTOXICATING LIQUOR
LICENSE FOR COX CULINARY ARTS DBA BUDDY BOY FINE BARBEQUE
LOCATED AT 8175 STATE HIGHWAY 7**

WHEREAS, Cox Culinary Arts dba Buddy Boy Fine Barbeque, a restaurant located at 8175 State Highway 7 applied for an On-Sale Intoxicating Liquor License; and

WHEREAS, a Conditional Use Permit for Buddy Boy Fine BBQ to operate a restaurant was adopted by Resolution No. 133-18 on October 1, 2018; and

WHEREAS, the Minnetrista Public Safety reviewed and approved the background checks; and

WHEREAS, the allowed intoxicating alcoholic beverage consumption would include the restaurant and the adjacent patio area; and

WHEREAS, allowing or consuming intoxicating alcoholic beverages in the parking lot area is prohibited; and

WHEREAS, there are no outstanding utility or taxes due on this property; and

WHEREAS, on August 19, 2019 a public hearing was held regarding this application; and

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, to authorize the issuance of a new On-Sale Intoxicating Liquor license for the 2019-2020 license period to end May 31, 2020 as listed contingent upon receipt of the Buyer's Card issued by the State of Minnesota.

This resolution was adopted by the City Council of the City of Minnetrista on the 19th day of August 2019, by a vote of _____Ayes and_____Nays.

Lisa Whalen, Mayor

ATTEST:

Kris Linquist, City Clerk

(seal)

CITY OF MINNETRISTA



PUBLIC HEARING

Subject: Ordinance 455 – Rezone 1035 Co Rd 19 to PUD, Repeal Ord. 449

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

Meeting Date: August 19, 2019

Background: The purpose of the ordinance is to revise exhibits to reflect a 13 lot final plat, reduced from the preliminary approved 14 lots. These changes were discussed with the City Council at a work session on February 20, 2018. The direction given by the City Council was for the Applicant to proceed with a 13 lot arrangement. Ordinance 455 reflects the changes at the direction of the City Council.

Recommended City Council Action: City Council should continue the public hearing opened on June 17, 2019 and allow anyone present to speak. After considering the entire record before them, the City Council should make a motion to adopt Ordinance 455 as presented and approve Resolution No. 95-19 authorizing the publication of Ordinance 455 by Title and Summary.

Attachments:

1. Ordinance 455 Rezone 1035 Co Rd 19 to PUD, Repeal Ordinance 449
2. Res. No. 95-19 Authorizing Publication of Ordinance 455 by Title and Summary

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.

ORDINANCE NO. 455

CITY OF MINNETRISTA

**AN ORDINANCE TO AMEND MINNETRISTA CITY CODE BY AMENDING THE
OFFICIAL ZONING MAP OF THE CITY OF MINNETRISTA**

THE CITY COUNCIL OF THE CITY OF MINNETRISTA, MINNESOTA ORDAINS
AS FOLLOWS:

Section I. The official zoning map of the city of Minnetrista is hereby amended to change the zoning classification of the property generally located at 1035 County Road 19 (PID# 12-117-24-14-0004) and legally described on Exhibit A attached hereto (the “Property”) from R-2 Low-Medium Density Single-Family Residence District to PUD Planned Unit Development Zoning District.

Section II. Lot Area, Lot Width, Maximum Lot Coverage, and Setback requirements shall be as depicted on Exhibit B attached hereto and outlined on Exhibit C attached hereto.

Section III. All standards not specified by this ordinance are to be the same as found in the Minnetrista Zoning Ordinance for the R-2 Low-Medium Single Density Single-Family Residence District.

Section IV. The city clerk is hereby directed to cause this ordinance or a resolution authorizing publication thereof by title and summary to be published in the official newspaper. The zoning administrator is directed to make the appropriate modification to the City’s official zoning map after this ordinance is effective. A copy of the ordinance and the updated City zoning map shall be kept on file at Minnetrista city hall.

Section V. This ordinance shall repeal and replace Ordinance 449.

Section VI. This ordinance shall be effective upon its adoption and publication in the official newspaper and upon approval of the final plat.

Ordinance No. 455 was adopted by the City Council of the City of Minnetrista this 19th day of August, 2019 by a vote of _____ ayes and _____ nays.

Lisa Whalen, Mayor

Attest:

Kris Linquist, City Clerk

(SEAL)

EXHIBIT A

Legal Description of 1035 County Road 19:

Lot C, Fair View Park Lake Minnetonka, Hennepin County, Minnesota

EXHIBIT C

Lot Areas:

LOT AREAS		
TOTAL	205,114+- SF	4.709+- ACRES
ADDITIONAL ROAD RIGHT OF WAY	8,914+-	0.205+- ACRES
PROPOSED ROAD	26,867+-	0.617+- ACRES
LOT 1, BLOCK 1	15,048+-	0.345+- ACRES
LOT 2, BLOCK 1	8,616+-	0.198+- ACRES
LOT 3, BLOCK 1	9,749+-	0.224+- ACRES
LOT 4, BLOCK 1	9,728+-	0.223+- ACRES
LOT 5, BLOCK 1	9,130+-	0.210+- ACRES
LOT 6, BLOCK 1	11,717+-	0.269+- ACRES
LOT 7, BLOCK 1	11,540+-	0.265+- ACRES
LOT 8, BLOCK 1	10,789+-	0.248+- ACRES
LOT 9, BLOCK 1	11,146+-	0.256+- ACRES
LOT 1, BLOCK 2	11,272+-	0.259+- ACRES
LOT 2, BLOCK 2	9,793+-	0.225+- ACRES
LOT 3, BLOCK 2	9,797+-	0.225+- ACRES
LOT 4, BLOCK 2	15,201+-	0.349+- ACRES
OUTLOT A	25,807+-	0.592+- ACRES

Hardcover Percentages:

LOT	BLOCK	LOT AREA (SF)	HARDCOVER (SF)	PERCENT
1	1	15,048	4,063	27.0
2	1	8,616	3,360	39.0
3	1	9,749	3,802	39.0
4	1	9,728	3,794	39.0
5	1	9,130	3,378	37.0
6	1	11,717	3,749	32.0
7	1	11,540	4,039	35.0
8	1	10,789	3,776	35.0
9	1	11,146		
		-1,016 FOR TRAIL		
		10,130	3,678	36.31
1	2	11,272	3,832	34.0
2	2	9,793	3,819	39.0
3	2	9,797	3,821	39.0
4	2	15,201	3,952	26.0
TOTAL		142,510 EXCEPT TRAIL	49,063	34.43
OUTLOT		25,807	1584	6.14

Setbacks:

SETBACK INFORMATION	
FRONT	= 25 FEET
REAR	= 25 FEET
SIDES	= 7.5 FEET

RESOLUTION NO. 95-19

CITY OF MINNETRISTA

**RESOLUTION AUTHORIZING PUBLICATION OF
ORDINANCE NO. 455 BY TITLE AND SUMMARY**

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

WHEREAS, the city council of the city of Minnetrista has adopted Ordinance No. 455, an ordinance amending the official zoning map of the city of Minnetrista; and

WHEREAS, Minnesota Statutes, § 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, the ordinance contains multiple exhibits; and

WHEREAS, the city council believes that the following summary would clearly inform the public of the intent and effect of the ordinance.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Minnetrista that the city clerk shall cause the following summary of Ordinance No. 455 to be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The city council of the city of Minnetrista has adopted Ordinance No. 455, an ordinance amending the official zoning map of the city of Minnetrista. The amendment will change the zoning classification of the property generally located at 1035 County Road 19 (PID# 12-117-24-14-0004) from R-2 Low-Medium Density Single Family Residence District to PUD Planned Unit Development Zoning District. Ordinance 455 also repeals Ordinance 449, which was adopted, but not published, to reflect a 14 unit plat. The plat has since been revised to 13 lots. The full text of Ordinance No. 455 is available for inspection at Minnetrista city hall during regular business hours.

Kris Linqvist, City Clerk

BE IT FURTHER RESOLVED by the city council of the city of Minnetrista that the city clerk keep a copy of the ordinance in her office at city hall for public inspection and that she post a full copy of the ordinance in a public place within the city.

The resolution was adopted by the city council of the city of Minnetrista on this 19th day of August, 2019 by a vote of ____ Ayes and ____ Nays.

Lisa Whalen, Mayor

ATTEST:

Kris Linquist, City Clerk

(SEAL)

CITY OF MINNETRISTA



BUSINESS / DISCUSSION ITEM

Subject: Res. No. 96-19 Approving the Final Plat for Jennings Bay Villas
Res. No. 97-19 Approving the Subdivision Agreement for Jennings Bay Villas

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

Meeting Date: August 19, 2019

Issue: Jeff Martineau (the “Applicant”) has submitted a final plat application for Jennings Bay Villas. The plat includes 13 single family residential lots at 1035 County Road 19 (the “Property”).

Background: The Applicant submitted a concept/sketch plan and later a preliminary plat application back in 2017, these items were reviewed by the parks commission, planning commission, and city council. The preliminary plat was approved by the city council in September of 2017, subject to certain terms and conditions. The preliminary plat included 14 single family lots. In February of 2018, the Applicant attended a city council work session to discuss reducing the plat from 14 lots to 13 lots. The Applicant was directed to move forward to final plat with a 13 lot arrangement. Along with the final plat, the city council shall review the subdivision agreement for approval.

Discussion: Staff has reviewed the final plat application for conformity with the zoning regulations of the city and with the conditions and requirements of the preliminary plat approval. The final plat is consistent with the preliminary plat approval.

Subdivision Agreement: The subdivision agreement obligates the developer to construct the roads and utility and other improvements within the development and requires the developer to submit a letter of credit to the city in the amount determined by the city engineer to be sufficient to ensure completion of those improvements.

This subdivision agreement sets out the rights and obligations of the parties and requires The Applicant to construct the public and private improvements to support the development. There is no direct fiscal impact on the city as a result of the subdivision agreement but the required letter(s) of credit will ensure against adverse financial consequences to the city in the case of default by the Applicant.

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.

Recommended City Council Action:

Motion to Adopt Res. No. 96-19 Approving the Final Plat Jennings Bay Villas with Conditions.

Motion to Adopt Res. No. 97-19 Approving a Subdivision Agreement for Jennings Bay Villas.

Attachments:

1. Location Map
2. Jennings Bay Villas Final Plat
3. Plan Set
4. Res. No. 96-19 Approving the Final Plat of Jennings Bay Villas with Conditions
5. Res. No. 97-19 Approving a Subdivision Agreement for Jennings Bay Villas

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.

1035 County Road 19



1 inch = 188 feet



May 4, 2017

Map Powered by DataLink
from WSB & Associates

JENNINGS BAY VILLAS

C.R.DOC.NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: Jennings Bay Villas, Inc., a Minnesota corporation, owner of the following described property:

Lot C, "FAIR VIEW PARK LAKE MINNETONKA"

Has caused the same to be surveyed and platted as JENNINGS BAY VILLAS and does hereby dedicate to the public for public use forever the public ways, and easements for drainage and utility purposes as shown on this plat.

In witness whereof said Jennings Bay Villas, Inc., a Minnesota corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: Jennings Bay Villas, Inc., a Minnesota corporation.

By _____, its _____

STATE OF _____
COUNTY OF _____ This instrument was acknowledged before me this _____ day of _____, 20____, by _____ its _____ of Jennings Bay Villas Inc., a Minnesota corporation on behalf of the corporation.

Notary Public, _____ County Notarys printed name
My commission expires _____

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

Dated the _____ day of, _____, 20____.

Mark S. Gronberg Licensed Land Surveyor
Minnesota License Number 12755

STATE OF _____
COUNTY OF _____ This instrument was acknowledged before me this _____ day of _____, 20____, by Mark S. Gronberg.

Notary Public, _____ County Notarys printed name
My commission expires _____

City Council, City of Minnetrista, Minnesota
This plat of JENNINGS BAY VILLAS was approved and accepted by the City Council of Minnetrista, Minnesota, at a regular meeting held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.
City Council, City of Minnetrista, Minnesota

_____, Mayor _____, Clerk

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

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

Mark V. Chapin, County Auditor By _____, Deputy

SURVEY DIVISION, Hennepin County, Minnesota
Pursuant to MN. STAT. Sec. 383B.565, (1969), this plat has been approved this _____ day of _____, 20____.

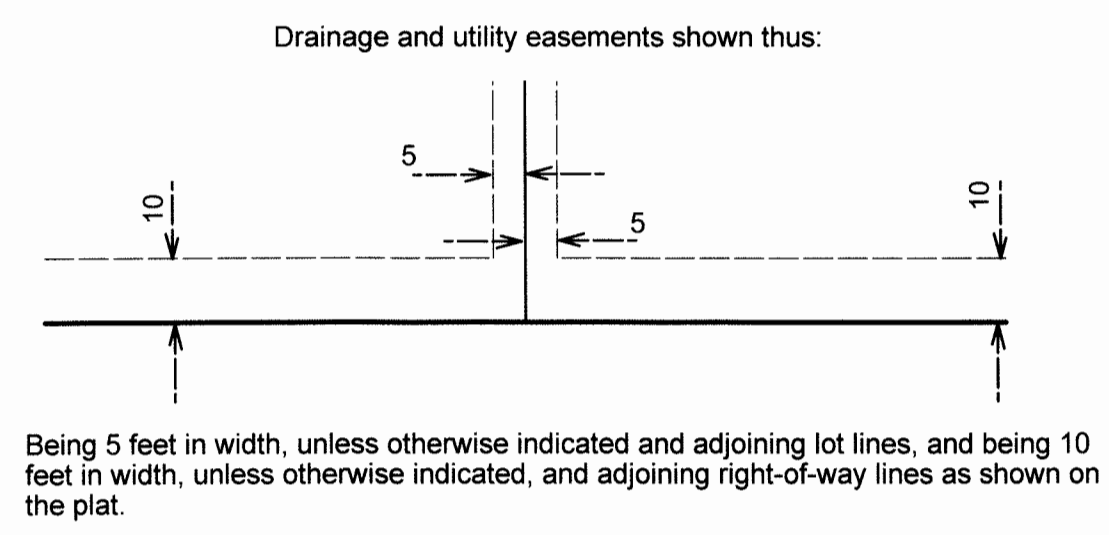
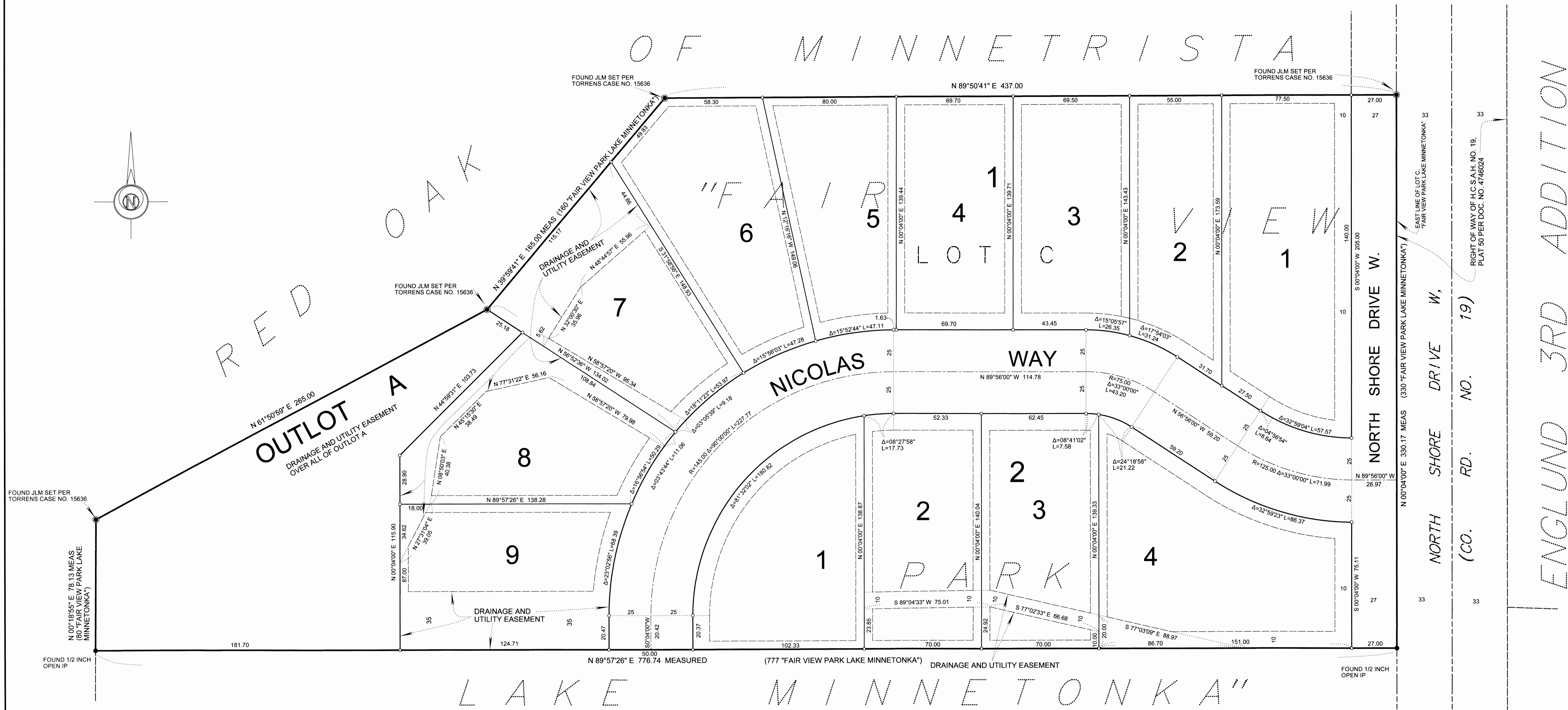
Chris F. Mavis, County Surveyor By _____

COUNTY RECORDER, Hennepin County, Minnesota
I hereby certify that the within plat of JENNINGS BAY VILLAS was recorded in this office this _____ day of _____, 20____, at _____ o'clock _____.M.

Martin McCormick, County Recorder By _____, Deputy

JENNINGS BAY VILLAS

C.R.DOC.NO.

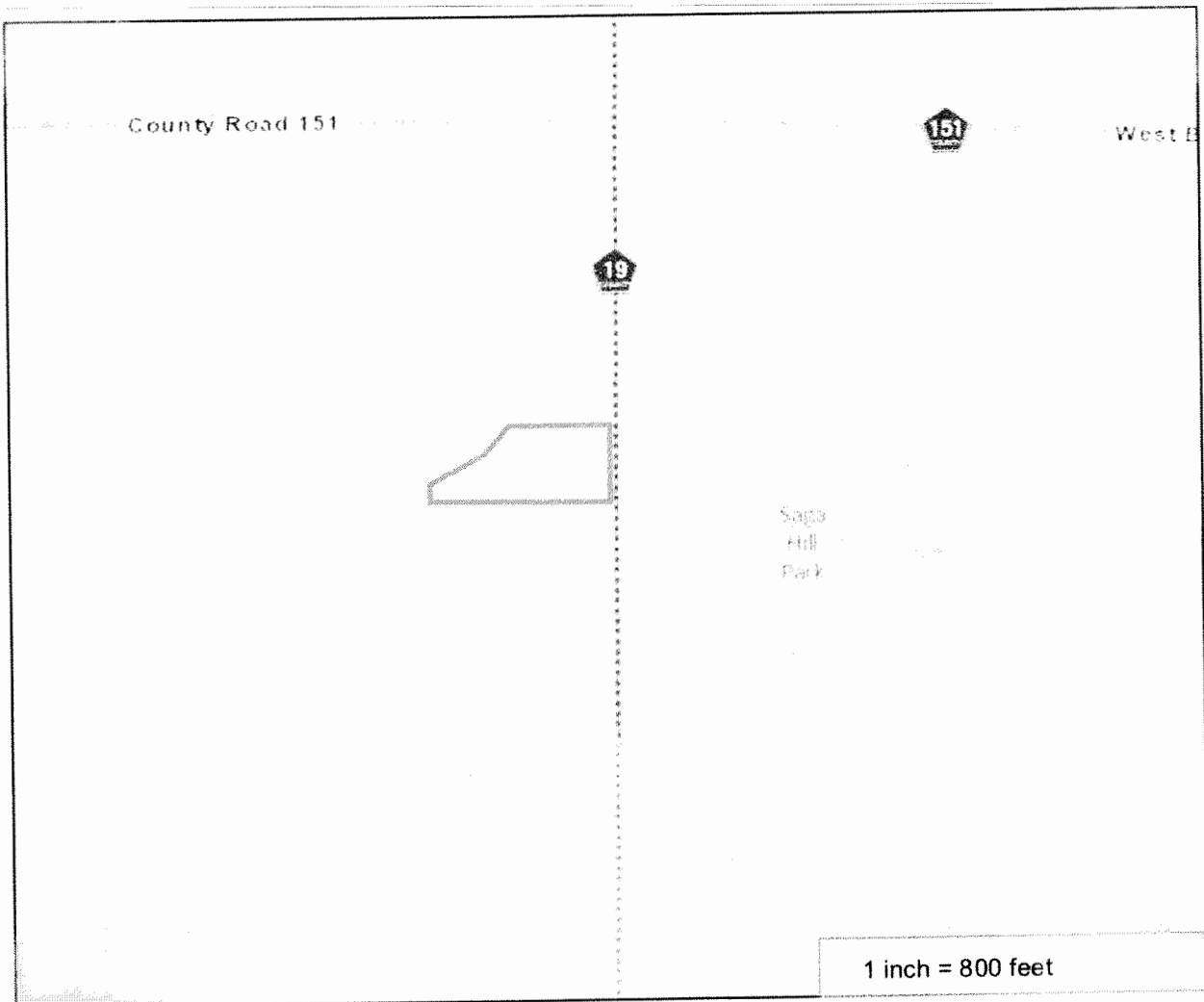


● DENOTES FOUND JLM
● DENOTES FOUND IRON MARKER AS NOTED
○ DENOTES 1/2 INCH X 14 INCH SET IRON MARKER MARKED BY MN. LIC. NO. 12755
FOR PURPOSES OF THIS PLAT THE EAST LINE OF LOT C, "FAIR VIEW PARK LAKE MINNETONKA" IS ASSUMED TO HAVE A BEARING OF N 00°04'00" E

SCALE IN FEET

JENNINGS BAY VILLAS

TITLE PAGE



VICINITY SKETCH

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- 4A. SOIL AMENDMENT PLAN
5. EROSION CONTROL AND SWPPP PLAN
6. EROSION CONTROL AND SWPPP DETAIL
7. SANITARY SEWER AND WATER PLAN AND PROFILE
- 7A. SANITARY SEWER AND WATER PLAN AND PROFILE
8. STORM SEWER PLAN AND PROFILE
9. TREE PRESERVATION PLAN
10. STANDARD DETAILS
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12. STANDARD DETAILS
13. STANDARD DETAILS
14. STANDARD DETAILS
15. BUFFER DETAIL, WALL DETAIL, CUL-DE-SAC REMOVAL DETAIL

1

REVISIONS	
DATE	REMARKS
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6-6-19	ADDED 3A
7-2-19	ADDED 4A
7-31-19	

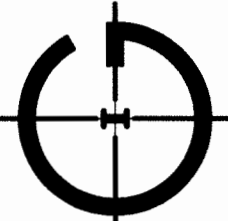
DESIGNED	DRAWN	CHECKED

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

Michael J. [Signature]

DATE: 7-31-19 MINN. LICENSE NUMBER: 12755

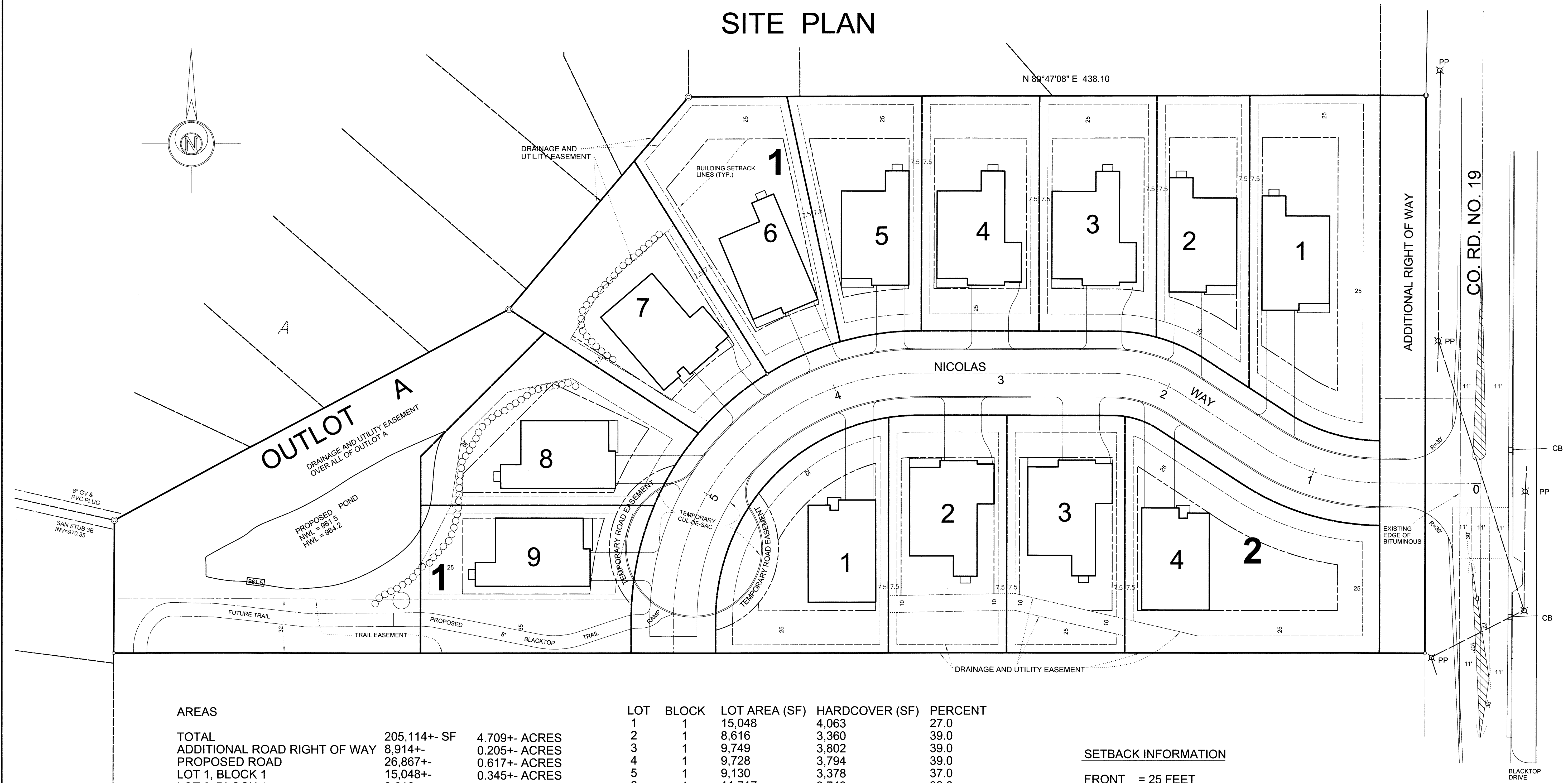
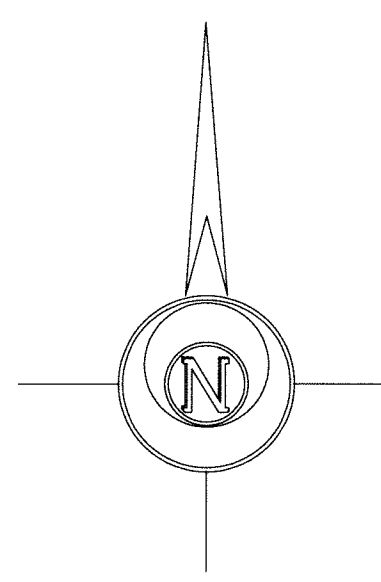
DATE	2-12-19
SCALE	N/A
SHEET NO.	16-280
SHEET OF	16



GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435

JENNINGS BAY VILLAS
SITE PLAN

N 89°47'08" E 438.10



AREAS			LOT	BLOCK	LOT AREA (SF)	HARDCOVER (SF)	PERCENT
TOTAL	205,114+- SF	4.709+- ACRES	1	1	15,048	4,063	27.0
ADDITIONAL ROAD RIGHT OF WAY	8,914+-	0.205+- ACRES	2	1	8,616	3,360	39.0
PROPOSED ROAD	26,867+-	0.617+- ACRES	3	1	9,749	3,802	39.0
LOT 1, BLOCK 1	15,048+-	0.345+- ACRES	4	1	9,728	3,794	39.0
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LOT 5, BLOCK 1	9,130+-	0.210+- ACRES	8	1	10,789	3,776	35.0
LOT 6, BLOCK 1	11,717+-	0.269+- ACRES	9	1	11,146		
LOT 7, BLOCK 1	11,540+-	0.265+- ACRES			-1,016 FOR TRAIL		
LOT 8, BLOCK 1	10,789+-	0.248+- ACRES	1	2	10,130	3,678	36.31
LOT 9, BLOCK 1	11,146+-	0.256+- ACRES	2	2	11,272	3,832	34.0
LOT 1, BLOCK 2	11,272+-	0.259+- ACRES	3	2	9,793	3,819	39.0
LOT 2, BLOCK 2	9,793+-	0.225+- ACRES	4	2	9,797	3,821	39.0
LOT 3, BLOCK 2	9,797+-	0.225+- ACRES			15,201	3,952	26.0
LOT 4, BLOCK 2	15,201+-	0.349+- ACRES					
OUTLOT A	25,807+-	0.592+- ACRES	TOTAL		142,510 EXCEPT TRAIL	49,063	34.43
			OUTLOT		25,807	1584	6.14

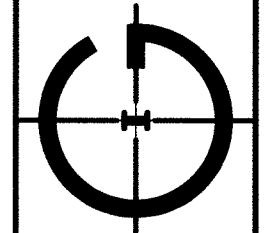
SETBACK INFORMATION
FRONT = 25 FEET
REAR = 25 FEET
SIDES = 7.5 FEET

2
SITE PLAN

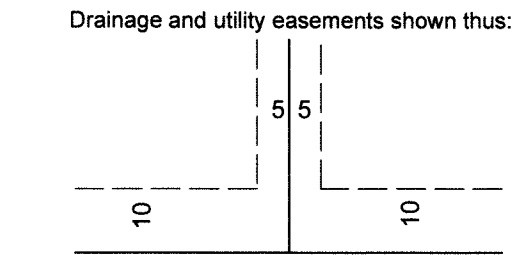
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8-27-18		
2-12-19		
5-10-19		
5-22-19		
6-6-19		
7-2-19		
TRAIL AND EASEMENT REVISIONS		
EASEMENT REVISIONS		

DESIGNED
DRAWN
CHECKED
DATE 7-31-19
MINN. LICENSE NUMBER 121555

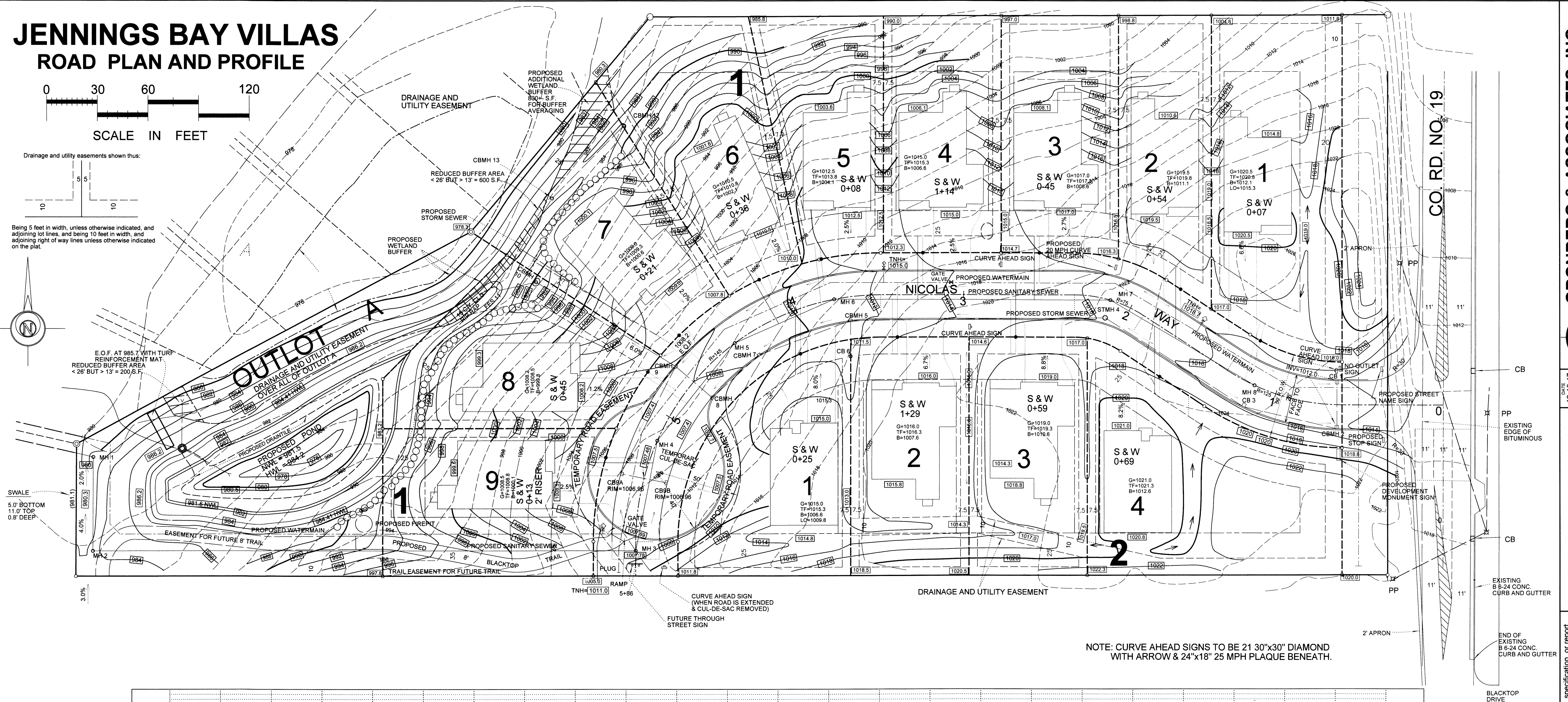
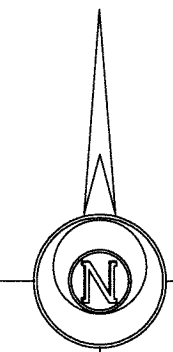
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



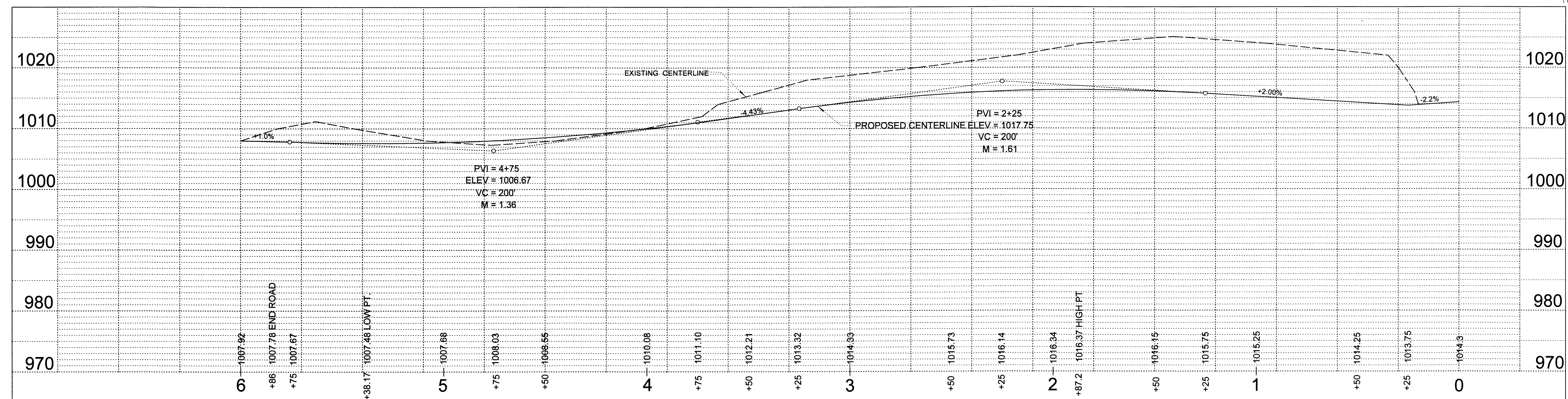
GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and being 10 feet in width, and adjoining right of way lines unless otherwise indicated on the plat.

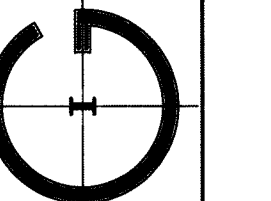


NOTE: CURVE AHEAD SIGNS TO BE 21 30"x30" DIAMOND
WITH ARROW & 24"x18" 25 MPH PLAQUE BENEATH.



ROAD PLAN AND PROFILE

GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



12-18-17

SCALE
1"=30' HORIZONTAL
1"=10' VERTICAL

JOB NO.
16-280

DATE 7-31-18 MINN. LICENSE NUMBER 12755

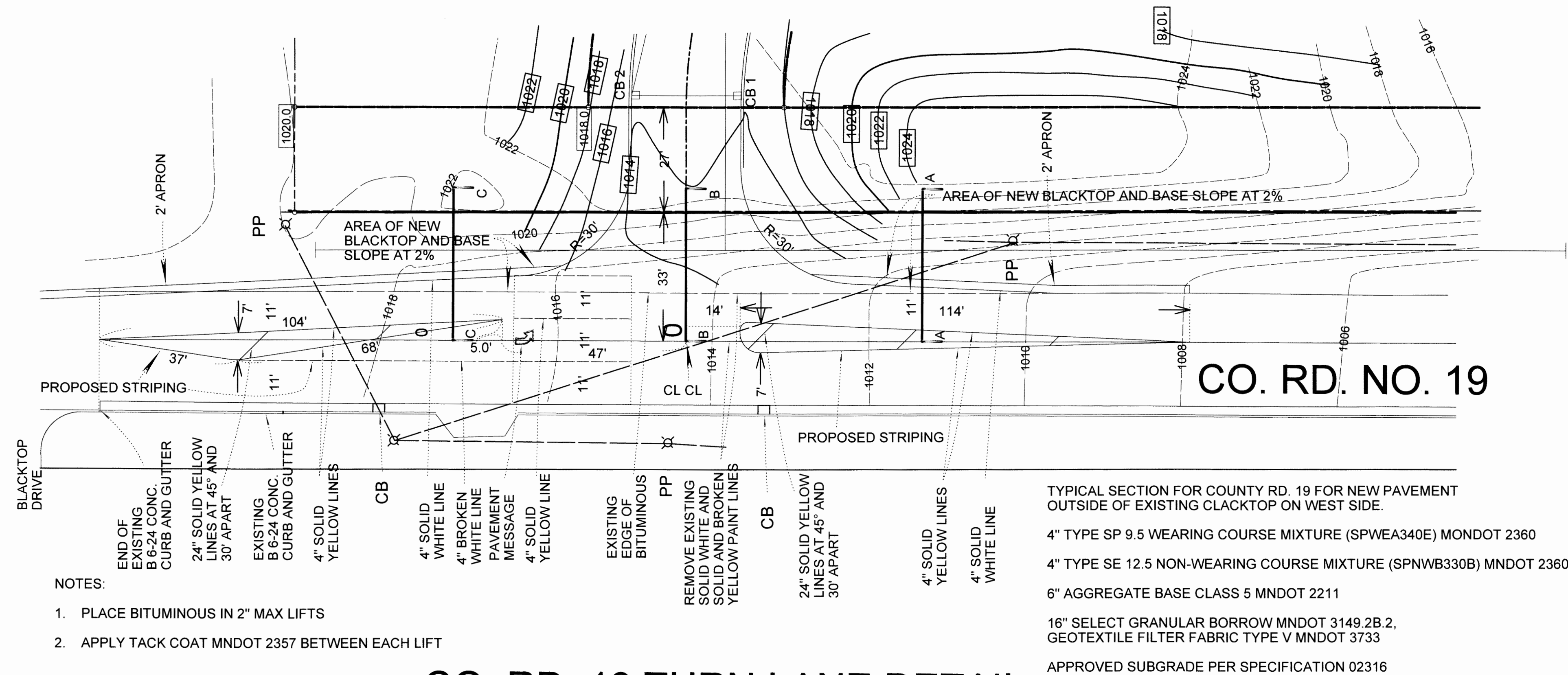
DRAWN	CHECKED
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RAMP, CONTOURS, WM REVISED
CONTOURS REVISED
STREET, GRADES, STORM REVISED

REVISIONS	REMARKS
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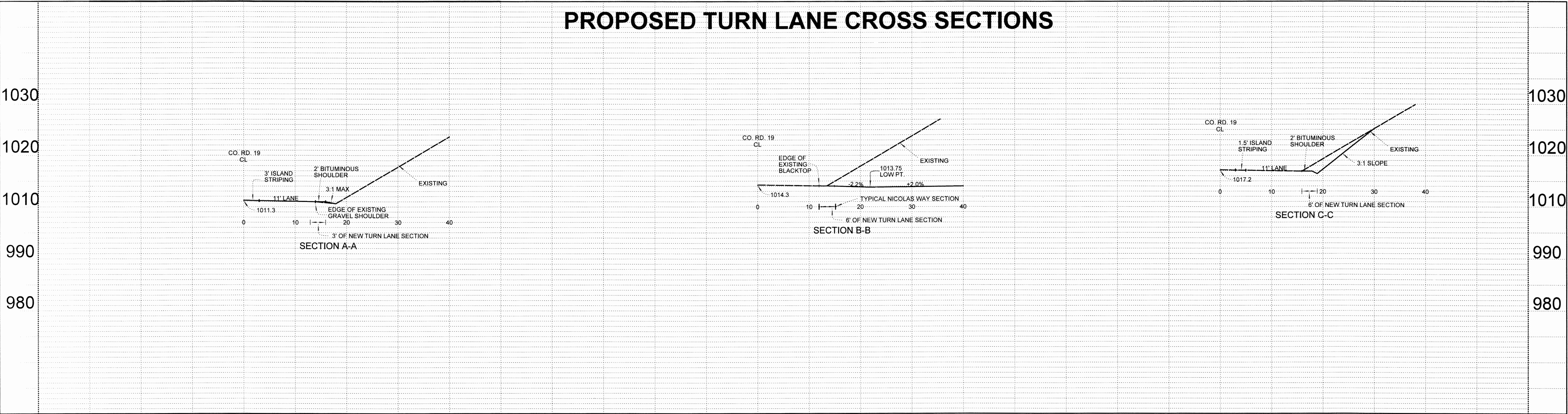
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JENNINGS BAY VILLAS
CO.RD. 19 PLAN AND PROFILE

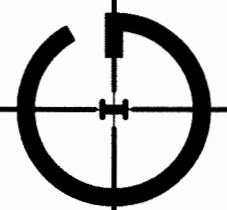


CO. RD. 19 TURN LANE DETAIL

PROPOSED TURN LANE CROSS SECTIONS



GRONBERG & ASSOCIATES, INC.
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445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



DATE	6-6-19
SCALE	1"=20'
TITLE	16-280
SHEET	5

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

DATE 7-31-19 MINN. LICENSE NUMBER 12755

DESIGNED	DRAWN	CHECKED
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REVISIONS	DATE	REMARKS
1	7-2-19	REVISED WATERMAIN
2	7-31-19	

3A
CO. RD. 19

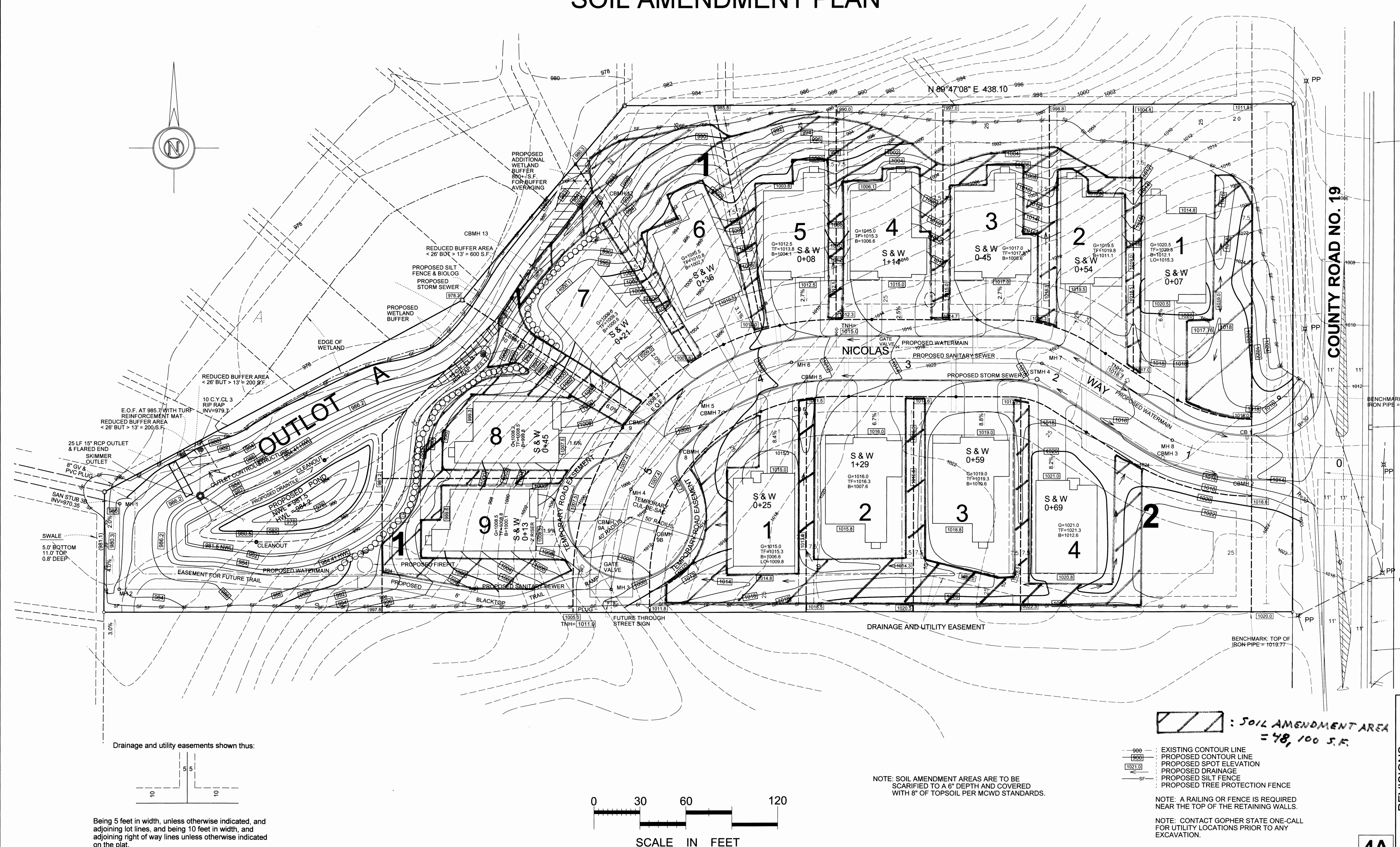
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DATE	
5-10-18	
8-27-18	
2-12-19	
5-10-19	TRAIL, V
6-6-19	GRADING
7-2-19	
7-31-19	

GRADING PLAN

JENNINGS BAY VILLAS

SOIL AMENDMENT PLAN



GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435

DATE 7-2-19
SCALE 1"=30'
SHEET 16-280
G-SHEETS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Wendell J. Gronberg
DATE 7-2-19 MINN. LICENSE NUMBER 12755

DESIGNED
DRAWN
CHECKED

REVISIONS
REMARKS

DATE 7-2-19

4A

SOIL ADMMENDMENT PLAN

JENNINGS BAY VILLAS

EROSION CONTROL AND SWPPP PLAN

EROSION AND SEDIMENT CONTROL GENERAL NOTES:

- PRIOR TO ANY CONSTRUCTION OR DEMOLITION, SILT FENCE AND FILTERS MUST BE INSTALLED. SMALL UTILITY INSTALLATION (ELECTRIC, PHONE, GAS, CABLE, ECT.) WILL ALSO OCCUR DURING CONSTRUCTION.
- ALL EROSION CONTROL INSTALLATIONS SHALL REMAIN IN PLACE AND BE MAINTAINED IN GOOD CONDITION BY THE CONTRACTOR UNTIL THE SITE HAS BEEN RE-VEGETATED. CONTRACTOR MAY REMOVE NECESSARY SILT FENCING/FILTERS TO CONSTRUCT ROADWAYS, WHILE MAINTAINING ADEQUATE EROSION CONTROL IN ADJACENT AREA.
- THE CONTRACTOR SHALL SCHEDULE SITE GRADING, UTILITY INSTALLATION AND PAVEMENT CONSTRUCTION SO THAT THE GENERAL SITE CAN BE MULCHED AND RE-SEEDED SOON AFTER DISTURBANCE. AREAS THAT WILL NOT BE SUBJECT TO CONSTRUCTION TRAFFIC SHALL BE SEEDED (MNDOT MIX 500 @ 100#/AC AND MULCHED OR SODDED WITHIN SEVEN DAYS OF BEING DISTURBED.
- CONTRACTOR SHALL INSTALL EROSION CONTROL DEVICES AS INDICATED ON THIS EROSION CONTROL PLAN AND ANY ADDITIONAL REQUIRED, BASED ON MEANS, METHODS AND SEQUENCES OF CONSTRUCTION.
- BEST MANAGEMENT PRACTICES (BMP'S) REFER TO EROSION AND SEDIMENT CONTROL PRACTICES DEFINED IN THE MPCA PROTECTING WATER QUALITY IN URBAN AREAS AND THE MINNESOTA CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL PLANNING HANDBOOK.
- ALL BMP'S SELECTED SHALL BE APPROPRIATE FOR THE TIME OF YEAR, SITE CONDITIONS, AND ESTIMATED DURATION OF USE.
- ALL TREE AREAS ARE TO BE FENCED OFF FOR PROTECTION.
- INSTALL PERIMETER CONTROL DEVICES AROUND ANY DIRT STOCKPILE AREAS.
- THE CONTRACTOR MUST SCHEDULE HIS OPERATIONS TO MINIMIZE THE AMOUNT OF DISTURBED AREA AT ANY GIVEN TIME. THE CONTRACTOR MUST LIMIT THEIR ACTIVITIES TO THE GRADING LIMITS SHOWN.
- EROSION CONTROL BLANKETS MUST BE INSTALLED BETWEEN THE NWL AND HWL OF ANY PROPOSED POND AFTER FINAL GRADING.
- WHEREVER POSSIBLE, PRESERVE THE EXISTING TREES, GRASS AND OTHER VEGETATIVE COVER TO HELP FILTER RUNOFF.
- ALL TREES NOT LISTED FOR REMOVAL SHALL BE PROTECTED. DO NOT OPERATE EQUIPMENT WITHIN THE DRIPLINE, ROOT ZONES OR WITHIN THE TREE PROTECTION FENCE AREA.
- SILT FENCE IS REQUIRED AT DOWN GRADIENT PERIMETER OF DISTURBED AREAS AND STOCKPILES. PROTECT WETLANDS, WATERCOURSES AND ADJACENT PROPERTIES FROM SEDIMENTATION AND STORMWATER RUNOFF.
- THE BMP'S SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND UNEXPECTED OR SEASONAL CONDITIONS, DICTATE, THE PERMITEE/CONTRACTOR SHALL ANTICIPATE THAT MORE BMP'S WILL BE NECESSARY TO ENSURE EROSION AND SEDIMENT CONTROL ON THE SITE. DURING THE COURSE OF CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE PERMITEE/CONTRACTOR TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY CONSTRUCTION ACTIVITIES AND/OR CLIMATIC EVENTS.
- PROVIDE ADDITIONAL BMP'S OVER AND ABOVE THE MINIMUM REQUIREMENTS SHOWN ON THE PLANS, AS MAY BE NEEDED TO PROVIDE EFFECTIVE PROTECTION OF WATER AND SOIL RESOURCES.
- OPERATE TRACK EQUIPMENT (DOZER) UP AND DOWN EXPOSED SOIL SLOPES ON FINAL PASS, LEAVING TRACK GROOVES PERPENDICULAR TO THE SLOPE. DO NOT BACK-BLADE. LEAVE A SURFACE ROUGH TO MINIMIZE EROSION.
- ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE STABILIZED FROM EROSION WITHIN 15 DAYS OF SUBSTANTIAL COMPLETION OF GRADING IN THAT AREA. TEMPORARY SEED AND MULCH SHALL COVER ALL EXPOSED SOILS IF GRADING COMPLETION IS DELAYED LONGER THAN 15 DAYS. PERMANENT SEED AND MULCH IS REQUIRED WITHIN 15 DAYS OF COMPLETION OF FINAL GRADING.
- GENERAL TEMPORARY SEED SHALL BE MNDOT MIX 190 @ 100 LBS. PER ACRE OR APPROVED EQUAL. PERMANENT SEED SHALL BE MNDOT MIX 270 @ 120 LBS PER ACRE OR APPROVED EQUAL. (PLANTING DATES PER SPEC 2575) MULCH SHALL BE MNDOT TYPE 1 (CLEAN OAT STRAW) @ 2 TONS PER ACRE AND DISK ANCHORED IN PLACE OR APPROVED EQUAL. FERTILIZER SHALL BE 80-80-80 NPK PER ACRE. (UNLESS PREVIOUS RESTRICTIONS APPLY) AND INCORPORATED INTO THE SEED BED.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PROPERLY DISPOSED OF WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
- REPORT ALL FOUND FIELD TILES TO THE ENGINEER FOR EVALUATION.
- CHANNELIZED RUNOFF FROM ADJACENT AREAS RUNNING THROUGH THE SITE SHALL BE DIVERTED AROUND DISTURBED AREAS. IF PRACTICAL, DIVERTED RUNOFF SHALL BE CONVEYED IN A MANNER THAT WILL NOT ERODE THE CONVEYANCE AT RECEIVING CHANNELS. ALL TEMPORARY OR PERMANENT DRAINAGE CHANNELS MUST BE STABILIZED WITHIN 24 HOURS OF BEING CONNECTED TO A WATER OF THE STATE. SEDIMENT CONTROL IS REQUIRED ALONG CHANNEL EDGES TO REDUCE SEDIMENT REACHING THE CHANNEL.
- ALL ACTIVITIES ON THE SITE SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ANY ONE TIME.
- ALL DISTURBED GROUND LEFT INACTIVE FOR 14 OR MORE DAYS MUST HAVE TEMPORARY OR PERMANENT STABILIZATION TEAR ROUND.
- FOR SITES WITH MORE THAN TEN ACRES DISTURBED AT ONE TIME, OR IF A CHANNEL ORIGINATES IN THE DISTURBED AREA, ONE OR MORE TEMPORARY OR PERMANENT SEDIMENTATION BASINS SHALL BE CONSTRUCTED. EACH SEDIMENTATION BASIN SHALL HAVE A SURFACE AREA OF AT LEAST ONE PERCENT OF THE AREA DRAINING TO THE BASIN AND AT LEAST THREE FEET OF DEPTH AND CONSTRUCTED IN ACCORDANCE WITH ACCEPTED DESIGN SPECIFICATIONS. SEDIMENT SHALL BE REMOVED TO MAINTAIN A DEPTH OF THREE FEET. THE BASIN DISCHARGE RATE SHALL ALSO BE SUFFICIENTLY LOW AS TO NOT CAUSE EROSION ALONG THE DISCHARGE CHANNEL OR THE RECEIVING WATER.
- PERIMETER SEDIMENT CONTROL MEASURES SHALL BE PLACED ALONG ALL DOWN GRADIENT PERIMETERS OF THE SITE. IF A CHANNEL OR AREA OF CONCENTRATED RUNOFF PASSES THROUGH THE SITE, PERIMETER SEDIMENT CONTROL MEASURES SHALL BE PLACED ALONG THE CHANNEL EDGES TO REDUCE SEDIMENT REACHING THE CHANNEL. ALL DOWN GRADIENT PERIMETER SEDIMENT CONTROL MEASURES MUST INCLUDE A MAINTENANCE AND INSPECTION SCHEDULE.
- ANY SOIL OR DIRT STORAGE PILES CONTAINING MORE THAN TEN CUBIC YARDS OF MATERIAL SHOULD NOT BE LOCATED WITHIN 25 FEET FROM A ROADWAY OR DRAINAGE CHANNEL. IF REMAINING FOR MORE THAN 14 DAYS, THEY SHALL BE STABILIZED BY MULCHING VEGETATIVE COVER, TARPS OR OTHER MEANS AND ENCLOSED WITH DOWN GRADIENT PERIMETER SEDIMENT CONTROLS. PILES WHICH WILL BE IN EXISTENCE FOR LESS THAN 14 DAYS SHALL BE ENCLOSED WITH PERIMETER SEDIMENT CONTROLS.
- PIPE OUTLETS MUST HAVE ENERGY DISSIPATION INSTALLED WITHIN 24 HOURS OF CONNECTION TO WATERS OF THE STATE.

SEDIMENT CONTROL PRATICES

- SEDIMENT CONTROL PRACTICES MUST MINIMIZE SEDIMENT FROM ENTERING SURFACE WATERS, INCLUDING CURB AND GUTTER SYSTEMS AND STORM INLETS.
- SEDIMENT CONTROL PRACTICES MUST BE ESTABLISHED ON ALL DOWN GRADIENT PERIMETERS BEFORE ANY UPGRADIENT LAND DISTURBING ACTIVITIES BEGIN. THESE PRACTICES SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN ESTABLISHED.
- THE TIMING OF THE INSTALLATION OF SEDIMENT CONTROL PRACTICES MAY BE ADJUSTED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES. ANY SHORT-TERM ACTIVITY MUST BE COMPLETED AS QUICKLY AS POSSIBLE AND THE SEDIMENT CONTROL PRACTICES MUST BE INSTALLED IMMEDIATELY AFTER THE ACTIVITY IS COMPLETED. HOWEVER, SEDIMENT CONTROL PRACTICES MUST BE INSTALLED BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE ACTIVITY IS NOT COMPLETE.
- ALL STORM DRAIN INLETS MUST BE PROTECTED BY APPROPRIATE BMPS DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING INTO THE INLET HAVE BEEN ESTABLISHED.
- TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCES OR OTHER EFFECTIVE SEDIMENT CONTROLS, AND CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORM WATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES.

EROSION SEDIMENT CONTROL INSPECTION PROGRAM

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONDUCTING INSPECTIONS OF ALL EROSION AND SEDIMENT CONTROL BMP'S ON SITE. INSPECTIONS AND RAINFALL ON SITE MUST BE DOCUMENTED AND READILY AVAILABLE FOR REVIEW. INSPECTIONS ARE REQUIRED AS FOLLOWS:

- ONCE EVERY SEVEN DAYS ON EXPOSED SOIL AREAS.
- WITHIN 24 HOURS AFTER A ONE-HALF INCH OR GREATER RAIN EVENT OVER 24 HOURS.
- ONCE EVERY 30 DAYS ON STABILIZED AREAS.
- AS SOON AS RUNOFF OCCURS OR PRIOR TO RESUMING CONSTRUCTION ON FROZEN GROUND.

EROSION SEDIMENT CONTROL MAINTENANCE PROGRAM

- WHEN SEDIMENT REACHES 1/3 THE HEIGHT OF THE BMP ON PERIMETER CONTROL DEVICES, SEDIMENT MUST BE REMOVED WITHIN 24 HOURS OF DISCOVERY.
- IF THE PERIMETER CONTROL DEVICE IS NOT FUNCTIONAL IT MUST BE REPAIRED OR REPLACED WITHIN 24 HOURS OF DISCOVERY.
- TEMPORARY SEDIMENT BASINS SHALL BE MAINTAINED WHEN SEDIMENT REACHES 1/2 THE OUTLET HEIGHT OR 1/2 THE BASIN STORAGE VOLUME. BASINS MUST BE DRAINED OR SEDIMENT REMOVED WITHIN 72 HOURS OF DISCOVERY.
- SEDIMENT MUST BE REMOVED FROM PAVED SURFACES WITHIN 24 HOURS OF DISCOVERY.
- EROSION INTO STREETS, WETLANDS OR WATER BODIES:
 - IF ERODED SOILS (INCLUDING TRACKED SOILS FROM CONSTRUCTION ACTIVITIES) ENTER OR APPEAR LIKELY TO ENTER STREETS, WETLANDS, OR OTHER WATER BODIES, PREVENTION STRATEGIES, CLEANUP AND REPAIR MUST BE IMMEDIATE WITH THE APPROPRIATE APPROVALS FROM THE DNR, MPCA, OR ANY OTHER STATE, FEDERAL, OR LOCAL AGENCIES AS NECESSARY. THE OWNER SHALL PROVIDE ALL TRAFFIC CONTROL AND FLAGGING REQUIRED TO PROTECT THE TRAVELING PUBLIC DURING CLEANUP OPERATIONS.
- EROSION OFF-SITE:
 - IF EROSION BREACHES THE PERIMETER OF THE SITE, THE OWNER SHALL IMMEDIATELY DEVELOP A CLEANUP AND RESTORATION PLAN, OBTAIN RIGHT-OF-ENTRY FROM THE ADJOINING PROPERTY OWNER AND GET APPROPRIATE APPROVALS FROM ALL STATE, FEDERAL, AND LOCAL AGENCIES AS NECESSARY. THEN IMPLEMENT THE CLEANUP AND RESTORATION PLAN WITHIN 48 HOURS OF OBTAINING THE ADJOINING PROPERTY OWNER'S PERMISSION AND APPROVAL FROM ANY APPROPRIATE STATE, FEDERAL, AND LOCAL AGENCIES.

CONSTRUCTION SITE PRACTICES

- WASTE AND MATERIAL DISPOSAL:
 - ALL WASTE, UNUSED BUILDING MATERIAL (INCLUDING GARBAGE DEBRIS, CLEANING WASTES, WASTEWATER, TOXIC MATERIALS OR HAZARDOUS MATERIALS), COLLECTED SEDIMENT, ASPHALT AND CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION AND DEMOLITION DEBRIS AND OTHER WASTES MUST BE PROPERLY CONTAINED ON SITE AND DISPOSED OF OFF SITE, NOT ALLOWED TO BE CARRIED BY RUNOFF INTO RECEIVING CHANNEL OR STORAGE SEWER SYSTEM.
- HAZARDOUS MATERIALS:
 - OIL, GASOLINE, PAINT AND ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT, TO PREVENT SPILL, LEAKS, OR OTHER DISCHARGE.
 - RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM.
 - CONCRETE WASH MUST BE LIMITED TO A DEFINED AREA OF THE SITE AND RUNOFF MUST BE CONTAINED WITHIN THE DEFINED AREA.
 - STORAGE OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.
- LIQUID WASTE:
 - ALL NON STORMWATER DISCHARGES (CONCRETE TRUCK WASHOUT, VEHICLE WASHING, MAINTENANCE SPILLS, ETC. CONDUCTED DURING THE CONSTRUCTION ACTIVITY MUST COMPLY WITH THE NEWEST VERSION OF THE STATE NPDES PERMIT.
- SANITARY FACILITIES:
 - ADEQUATE ON-SITE SANITARY FACILITIES SHALL BE PROVIDED IN CONVENIENT LOCATION(S) FOR ALL PERSONS WHO WORK ON THE SITE.
- TRACKING:
 - EACH SITE SHALL HAVE GRAVELED ROADS, ACCESS DRIVES AND PARKING AREAS OF SUFFICIENT WIDTH AND LENGTH TO PREVENT SEDIMENT FROM BEING TRACKED ONTO PUBLIC OR PRIVATE ROADWAYS.
 - ANY SEDIMENT REACHING A PUBLIC OR PRIVATE ROAD SHALL BE REMOVED BY STREET CLEANING BEFORE THE END OF EACH WORKDAY.
- DRAIN INLET PROTECTION:
 - ALL STORM DRAIN INLETS SHALL BE PROTECTED DURING CONSTRUCTION WITH CONTROL MEASURES AS APPROVED BY THE CITY.
 - THESE DEVICES SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION OF THE SITE.
 - A REGULAR INSPECTION AND MAINTENANCE PLAN SHALL BE DEVELOPED AND IMPLEMENTED TO ASSURE THESE DEVICES ARE OPERATIONAL AT ALL TIMES.
- EXTERNAL WASHING OF TRUCKS AND OTHER CONSTRUCTION VEHICLES MUST BE LIMITED TO A DEFINED AREA OF THE SITE. RUNOFF MUST BE CONTAINED AND WASTE PROPERLY DISPOSED OF. NO ENGINE DEGREASING IS ALLOWED ON SITE.

GRADING GENERAL NOTES

- PRIOR TO INITIAL GRADING, THE CONTRACTOR IS RESPONSIBLE TO MAKE SURE ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED.
- ABSOLUTELY NO CONSTRUCTION, GRADING, OR FABRICATION SHALL BEGIN UNTIL:
 - THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
 - ALL NECESSARY BMP'S ARE INSTALLED.
- GOPHER STATE ONE CALL (800) 252 - 1166, MUST BE NOTIFIED 48 HOURS PRIOR TO START OF CONSTRUCTION.
- ROCK CONSTRUCTION ENTRANCES (PER THE STANDARD DETAIL PLATE) MUST BE PROVIDED AT ALL CONSTRUCTION SITE ACCESS POINTS.
- TEMPORARY SEDIMENT POND(S) MUST BE ESTABLISHED IN INITIAL PHASE IN ORDER TO CAPTURE RUNOFF DURING GRADING OF THE CONSTRUCTION SITE.
- ALL IMPROVEMENTS TO CONFORM TO CITY AND COUNTY'S LATEST STANDARDS SPECIFICATION.
- TOPSOIL MUST BE STRIPPED PRIOR TO ANY CONSTRUCTION. REUSE STOCKPILE ON SITE.
- IMMEDIATELY FOLLOWING GRADING OF (3:1 OR GREATER) SIDE SLOPES AND DRAINAGE SWALES, WOOD FIBER BLANKET OR OTHER APPROVED SOIL STABILIZING METHOD (APPROVED BY ENGINEER) MUST BE APPLIED OVER SEED MIXTURE WITH A MINIMUM OF 4" TOPSOIL.
- ALL FINISHED GRADES MUST SLOPE AWAY FROM PROPOSED BUILDINGS AT MINIMUM GRADE OF 2.0%.
- CONTRACTOR IS REQUIRED TO KEEP A COPY OF THE EROSION CONTROL PLAN ON SITE, AT ALL TIMES.
- FILTRATION MEDIA (70% SAND 30% MNDOT GRADE 2 COMPOST) MUST BE INSTALLED AFTER TEMPORARY GRADING, ALL STORM SEWER HAS BEEN INSTALLED, AND VEGETATION IS ESTABLISHED ON SITE.
- IF SEDIMENTATION HAS ACCRUED IN THE TEMPORARY SEDIMENT POND, THE SEDIMENT MUST BE REMOVED PRIOR TO THE INSTALLATION OF THE FILTRATION MEDIA (70% SAND 30% MNDOT GRADE 2 COMPOST).
- AVOID COMPACTING FILTRATION MEDIA (70% SAND 30% MNDOT GRADE 2 COMPOST) DURING INSTALLATION.

SITE DEWATERING PRACTICES

- WATER PUMPED FROM THE SITE SHALL BE TREATED BY TEMPORARY SEDIMENTATION BASINS, GRIT CHAMBERS, SAND FILTERS, UPFLOW CHAMBERS, HYDROCYCLONES, SWIRL CONCENTRATORS OR OTHER APPROPRIATE CONTROLS AS APPROPRIATE. ALL WATER FROM DEWATERING MUST BE DISCHARGED IN A MANNER THAT DOES NOT CAUSE NUISANCE CONDITIONS, EROSION IN RECEIVING CHANNELS OR ON DOWNSLOPE PROPERTIES, OR INUNDATION IN WETLANDS CAUSING SIGNIFICANT ADVERSE IMPACT TO THE WELAND.
- ALL DISCHARGE POINTS MUST BE ADEQUATELY PROTECTED FROM EROSION AND SCOUR. THE DISCHARGE MUST BE DISPERSED OVER NATURAL ROCK RIPRAP, SAND BAGS, PLASTIC SHEETING OR OTHER ACCEPTED ENERGY DISSIPATION MEASURES. ADEQUATE SEDIMENTATION CONTROL MEASURES ARE REQUIRED FOR DISCHARGE WATER THAT CONTAINS SUSPENDED SOLIDS.

FINAL STABILIZATION

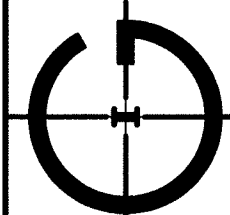
THE CONTRACTOR MUST ENSURE FINAL STABILIZATION OF THE SITE. THE CONTRACTOR MUST SUBMIT A NOTICE OF TERMINATION (NOT) WITHIN 30 DAYS AFTER FINAL STABILIZATION IS COMPLETE, OR ANOTHER OWNER/OPERATOR (PERMITEE) HAS ASSUMED CONTROL OF ALL AREAS OF THE SITE THAT HAVE NOT UNDERGONE FINAL STABILIZATION. FINAL STABILIZATION CAN BE ACHIEVED IN ONE OF THE FOLLOWING WAYS:

- ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED AND ALL SOILS MUST BE STABILIZED BY A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70 PERCENT OVER THE ENTIRE PERVIOUS SURFACE AREA, OR OTHER EQUIVALENT MEANS NECESSARY TO PREVENT SOIL FAILURE UNDER EROSION CONDITIONS AND:
- ALL DRAINAGE DITCHES, CONSTRUCTED TO DRAIN WATER FROM THE SITE AFTER CONSTRUCTION IS COMPLETE, MUST BE STABILIZED TO PRECLUDE EROSION;
- ALL TEMPORARY SYNTHETIC, AND STRUCTURAL EROSION PREVENTION AND SEDIMENT BMPS (SUCH AS SILT FENCE) MUST BE REMOVED AS PART OF THE SITE FINAL STABILIZATION;
- THE CONTRACTORS MUST CLEAN OUT ALL SEDIMENT FROM CONVEYANCES AND FROM TEMPORARY SEDIMENT BASINS THAT ARE TO BE USED AS PERMANENT WATER QUALITY MANAGEMENT BASINS. SEDIMENT MUST BE STABILIZED TO PREVENT IT FROM BEING WASHED BACK INTO THE BASIN. CONVEYANCES OR DRAINAGE WAYS DISCHARGING OFF-SITE OR TO SURFACE WATERS. THE CLEAN OUT OF PERMANENT BASINS MUST BE SUFFICIENT TO RETURN THE BASIN TO DESIGN CAPACITY.

REVISIONS

5

EROSION + SWPPP PLAN



DATE	2-12-19
SCALE	N/A
JOB NO.	16-280
SHEET OF	3

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

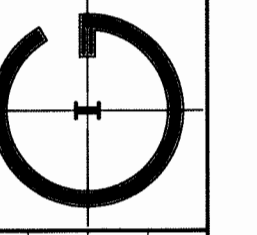
Mark J. Hickey

DATE: 7-31-19 MINN. LICENSE NUMBER: 12753

DESIGNED	DRAWN	CHECKED

GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435

STROBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



12-18-17	SCALE 1"=30'	JOB NO. 16-280	SHEET OF SHEETS
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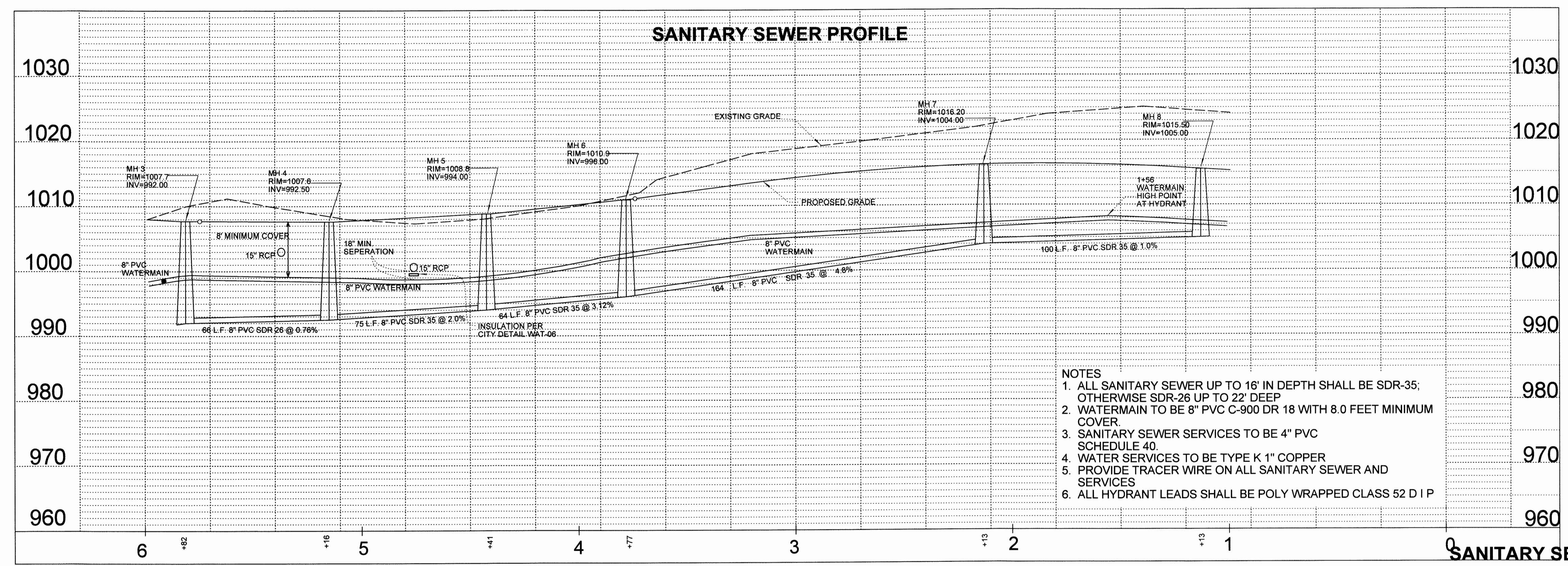
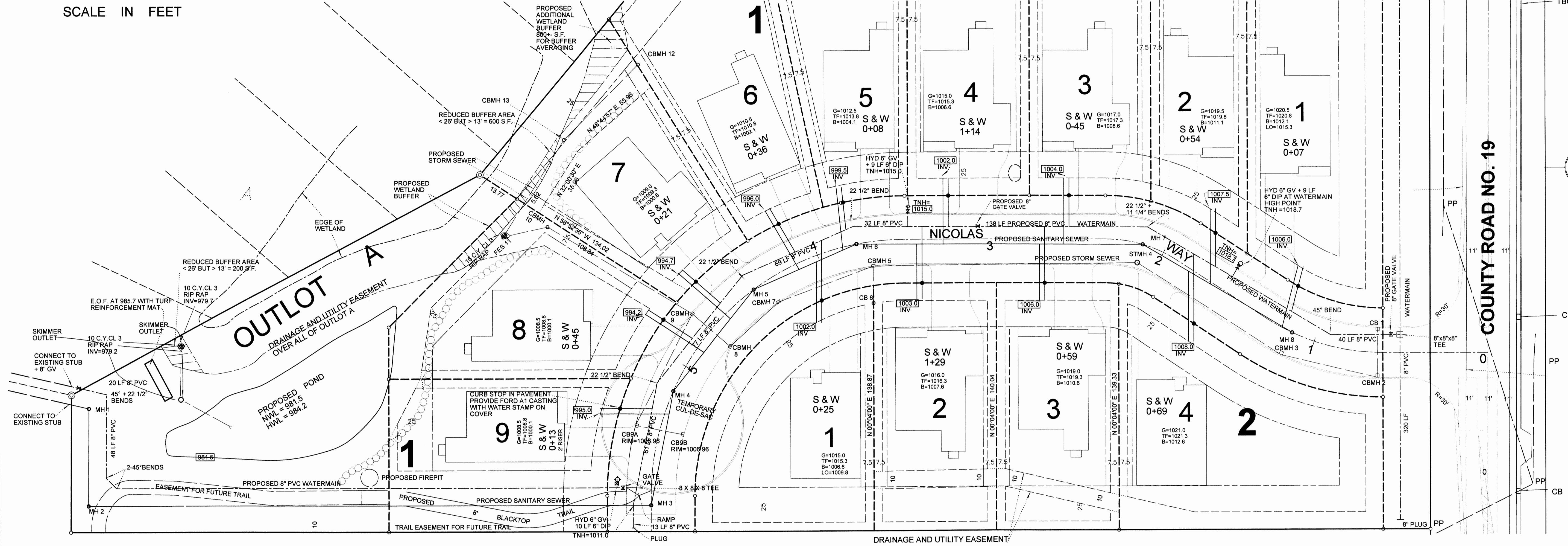
DATE 7-31-19 MINN. LICENSE NUMBER 12755

DATE	REMARKS
5-10-18	
8-27-18	
2-12-19	
5-10-19	REVISED WATERMAIN
6-6-19	
7-2-19	REVISED WATERMAIN, GRADING
7-31-19	



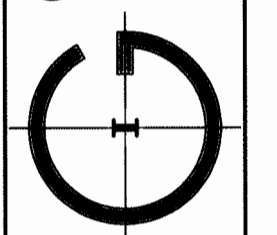
JENNINGS BAY VILLAS

SANITARY SEWER AND WATERMAIN PLAN AND PROFILE



- NOTES
1. ALL SANITARY SEWER UP TO 16" IN DEPTH SHALL BE SDR-35; OTHERWISE SDR-26 UP TO 22" DEEP
 2. WATERMAIN TO BE 8" PVC C-900 DR 18 WITH 8.0 FEET MINIMUM COVER
 3. SANITARY SEWER SERVICES TO BE 4" PVC SCHEDULE 40.
 4. WATER SERVICES TO BE TYPE K 1" COPPER
 5. PROVIDE TRACER WIRE ON ALL SANITARY SEWER AND SERVICES
 6. ALL HYDRANT LEADS SHALL BE POLY WRAPPED CLASS 52 D I P

GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



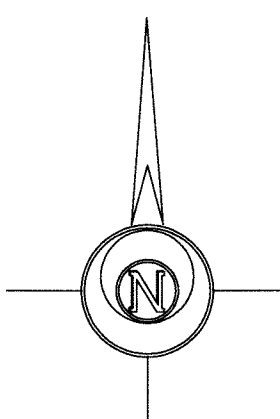
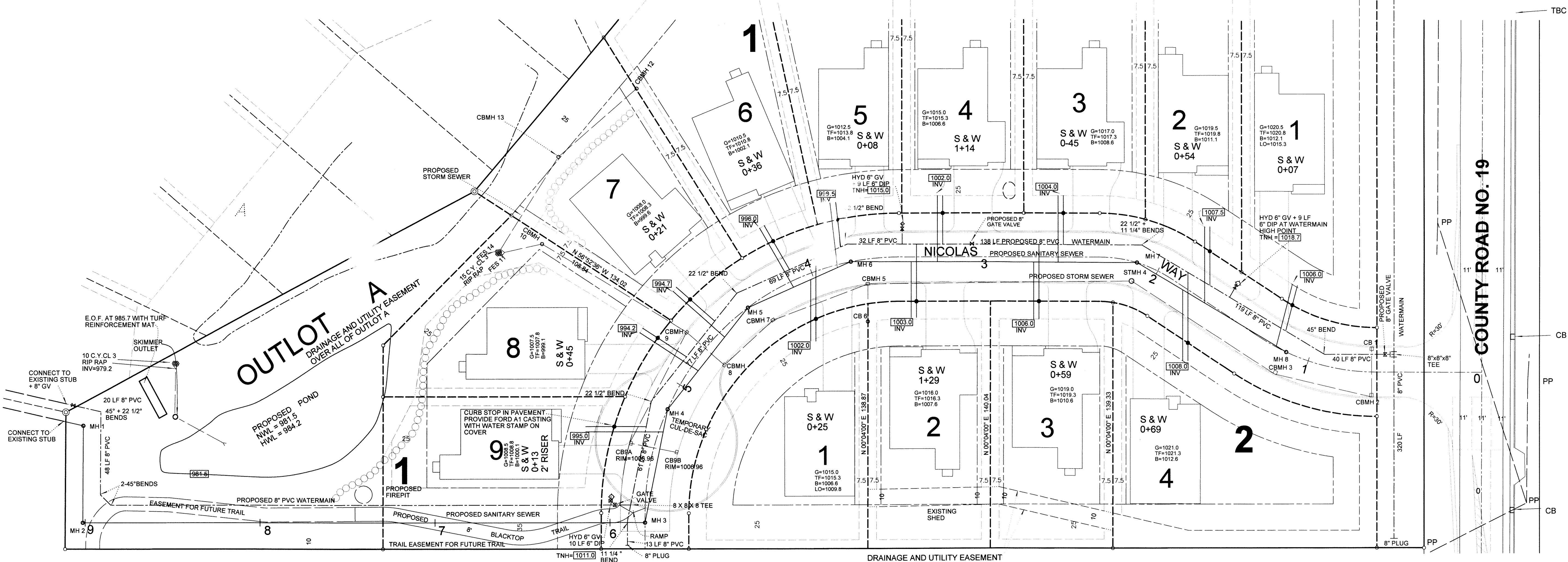
DATE	12-18-17
SCALE	1"=10' V 1"=10' H
PROJECT	16-280

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

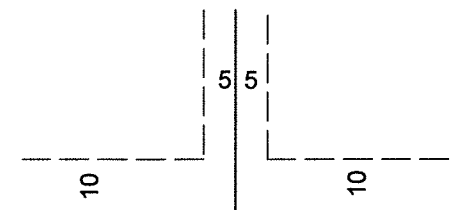
Mark J. Gronberg
DATE 2-21-19 MINN. LICENSE NUMBER 22755

REVISIONS	
DATE	REMARKS
5-10-18	
8-27-18	
2-12-19	
5-10-19	
6-5-19	TRAIL AND WM REVISED
7-2-19	WM REVISED
7-31-19	

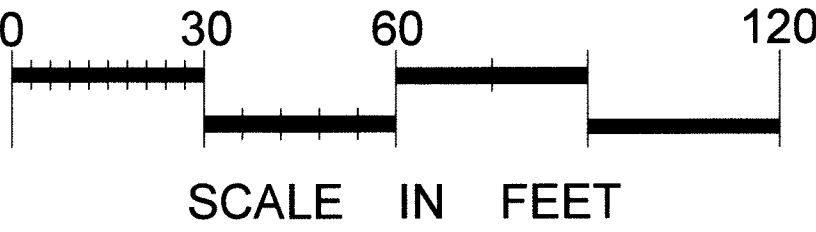
JENNINGS BAY VILLAS
SANITARY SEWER AND WATERMAIN PLAN AND PROFILE



Drainage and utility easements shown thus:

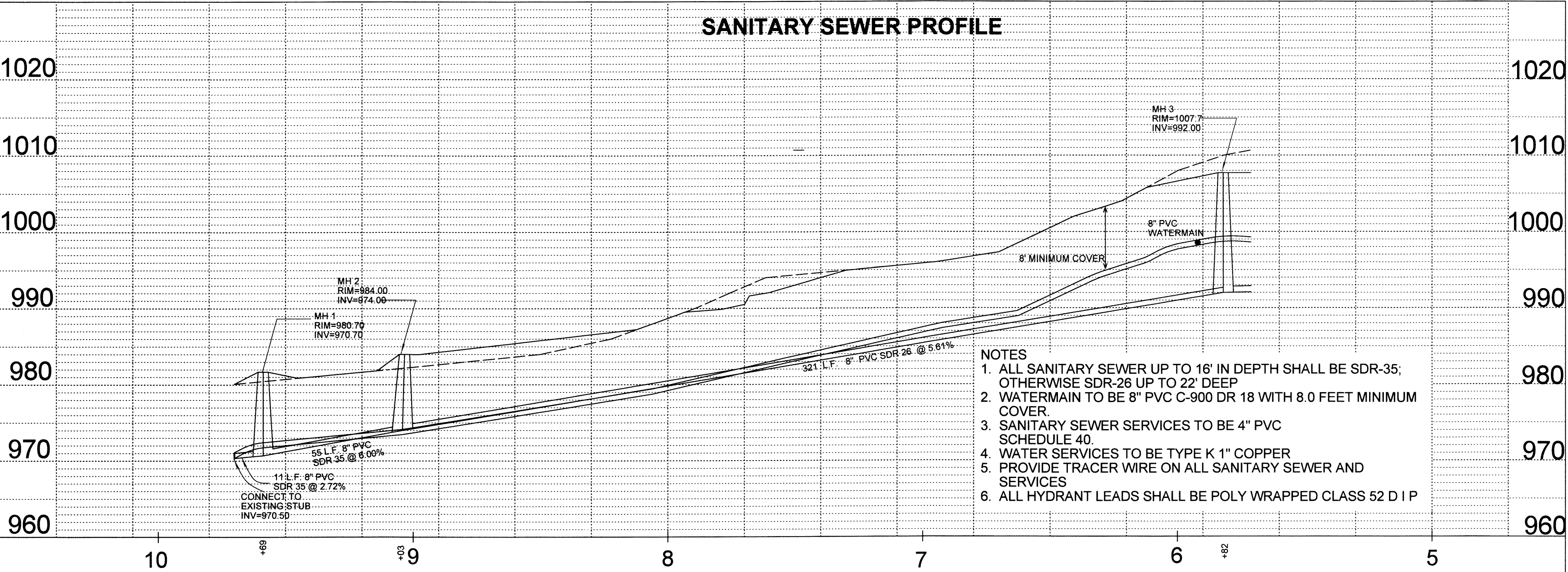


Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and being 10 feet in width, and adjoining right of way lines unless otherwise indicated on the plat.



SCALE IN FEET

SANITARY SEWER PROFILE

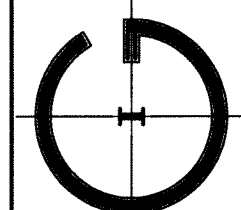


- NOTES
1. ALL SANITARY SEWER UP TO 16' IN DEPTH SHALL BE SDR-35; OTHERWISE SDR-26 UP TO 22' DEEP
 2. WATERMAIN TO BE 8" PVC C-900 DR 18 WITH 8.0 FEET MINIMUM COVER.
 3. SANITARY SEWER SERVICES TO BE 4" PVC SCHEDULE 40.
 4. WATER SERVICES TO BE TYPE K 1" COPPER
 5. PROVIDE TRACER WIRE ON ALL SANITARY SEWER AND SERVICES
 6. ALL HYDRANT LEADS SHALL BE POLY WRAPPED CLASS 52 D I P

7A

SANITARY SEWER AND WATER

GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



DATE 12-18-17
SCALE 1"=10' V
1"=10' H
SHEET 16-280

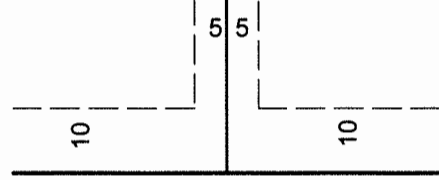
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Mark J. Gronberg
DATE 7-27-17 MINN LICENSE NUMBER 72755

REVISIONS	
DATE	REMARKS
5-10-18	
8-27-18	
2-12-19	
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7-2-19	WM REVISED
7-31-19	

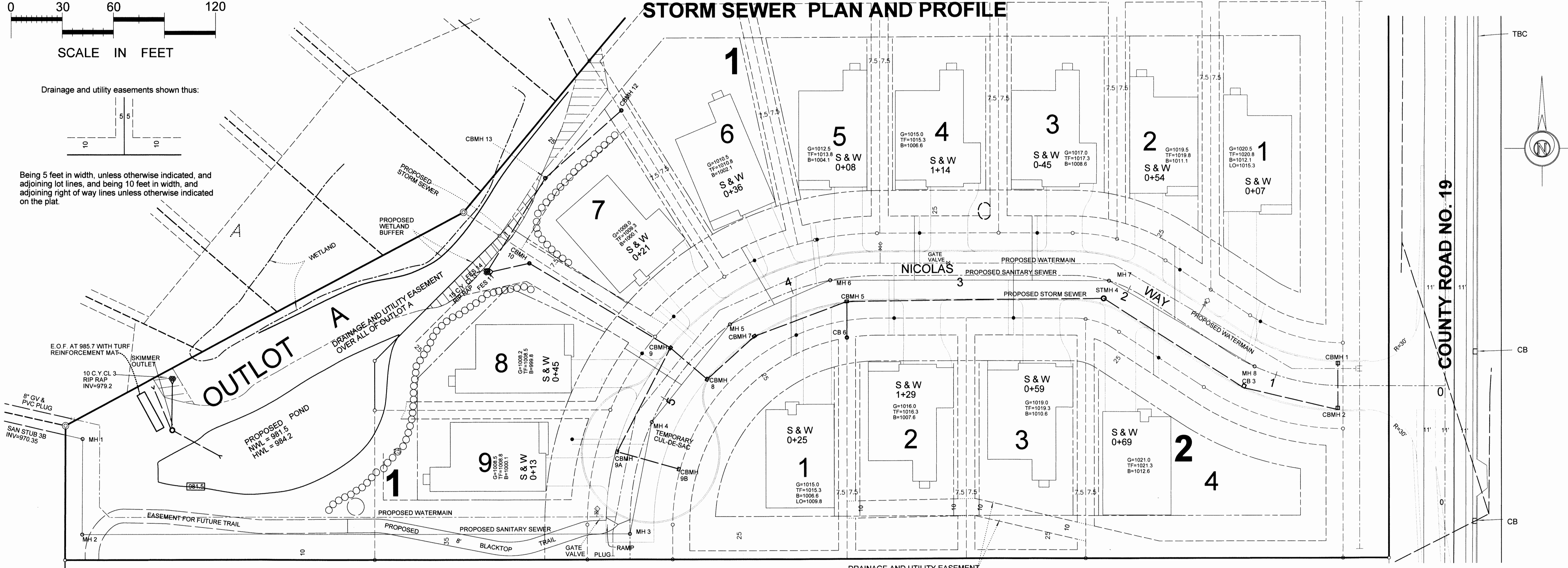
JENNINGS BAY VILLAS
STORM SEWER PLAN AND PROFILE



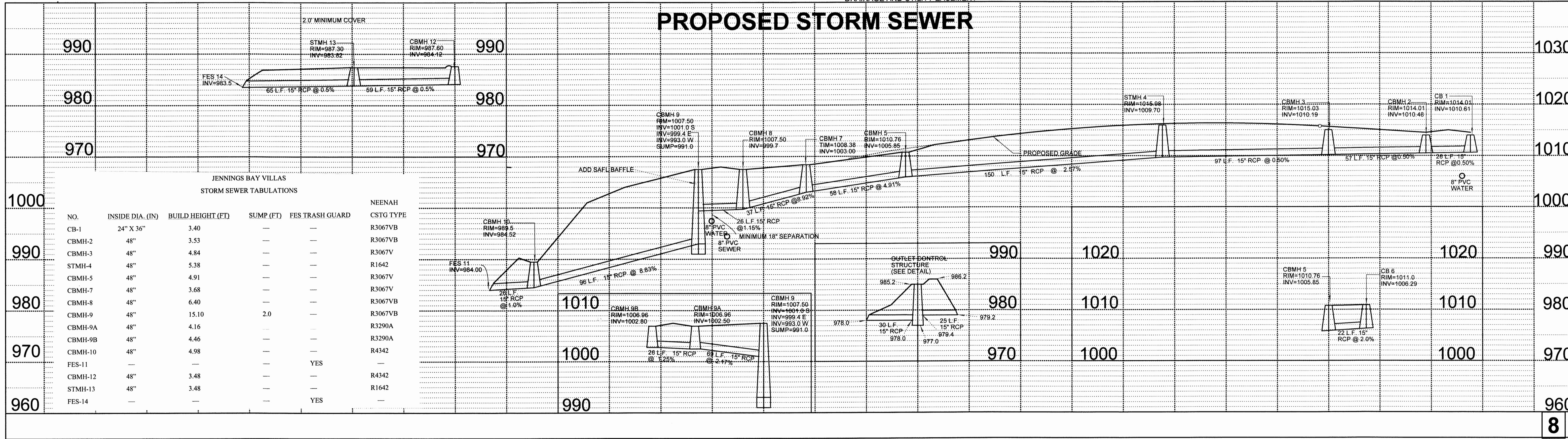
Drainage and utility easements shown thus:



Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and being 10 feet in width, and adjoining right of way lines unless otherwise indicated on the plat.



PROPOSED STORM SEWER

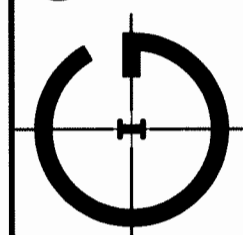


JENNINGS BAY VILLAS
STORM SEWER TABULATIONS

NO.	INSIDE DIA. (IN)	BUILD HEIGHT (FT)	SUMP (FT)	FES TRASH GUARD	NEENAH CSTG TYPE
CB-1	24" X 36"	3.40	—	—	R3067VB
CBMH-2	48"	3.53	—	—	R3067VB
CBMH-3	48"	4.84	—	—	R3067V
STMH-4	48"	5.38	—	—	R1642
CBMH-5	48"	4.91	—	—	R3067V
CBMH-7	48"	3.68	—	—	R3067V
CBMH-8	48"	6.40	—	—	R3067VB
CBMH-9	48"	15.10	2.0	—	R3067VB
CBMH-9A	48"	4.16	—	—	R3290A
CBMH-9B	48"	4.46	—	—	R3290A
CBMH-10	48"	4.98	—	—	R4342
FES-11	—	—	—	YES	—
CBMH-12	48"	3.48	—	—	R4342
STMH-13	48"	3.48	—	—	R1642
FES-14	—	—	—	YES	—

STORM SEWER PLAN AND PROFILE

GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



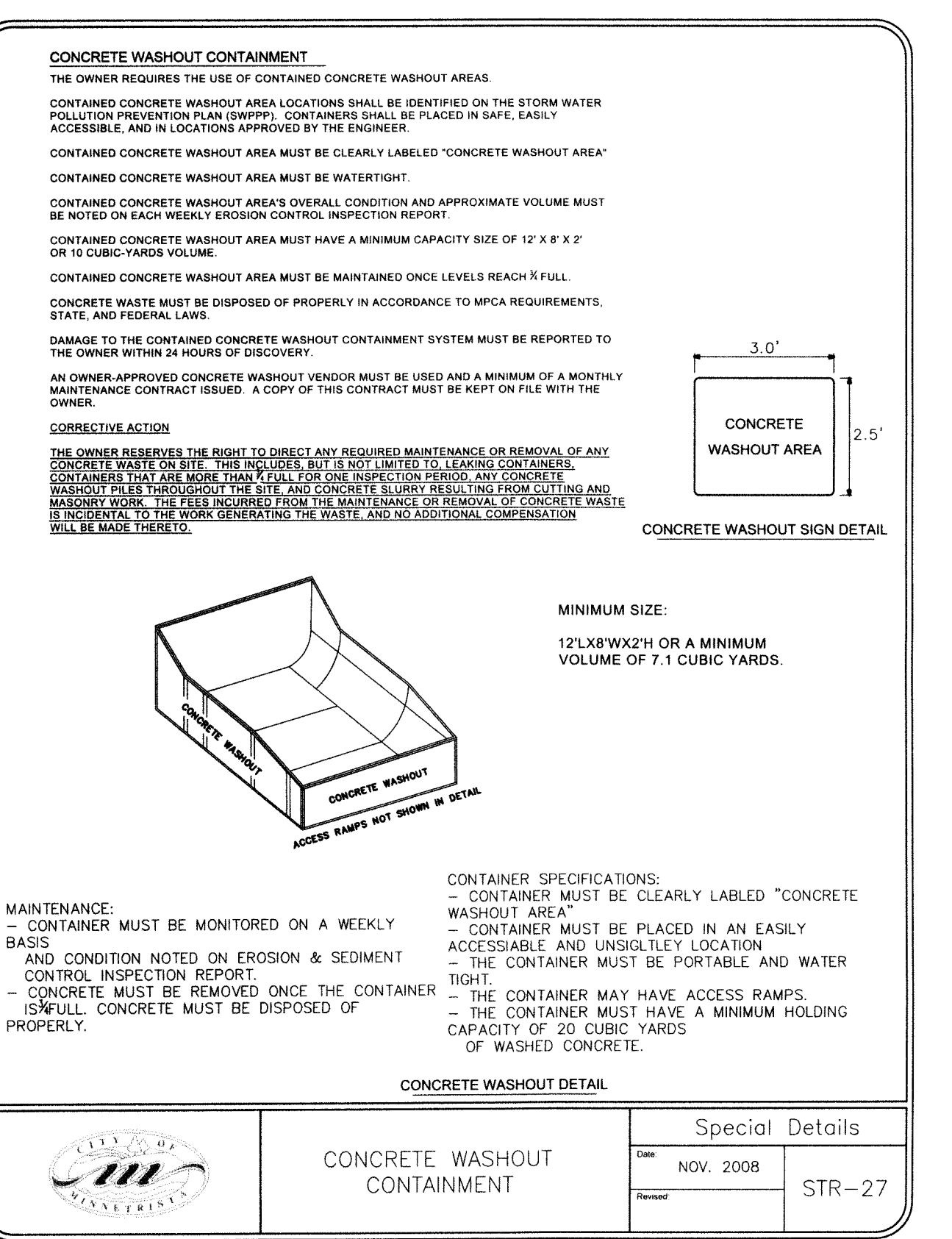
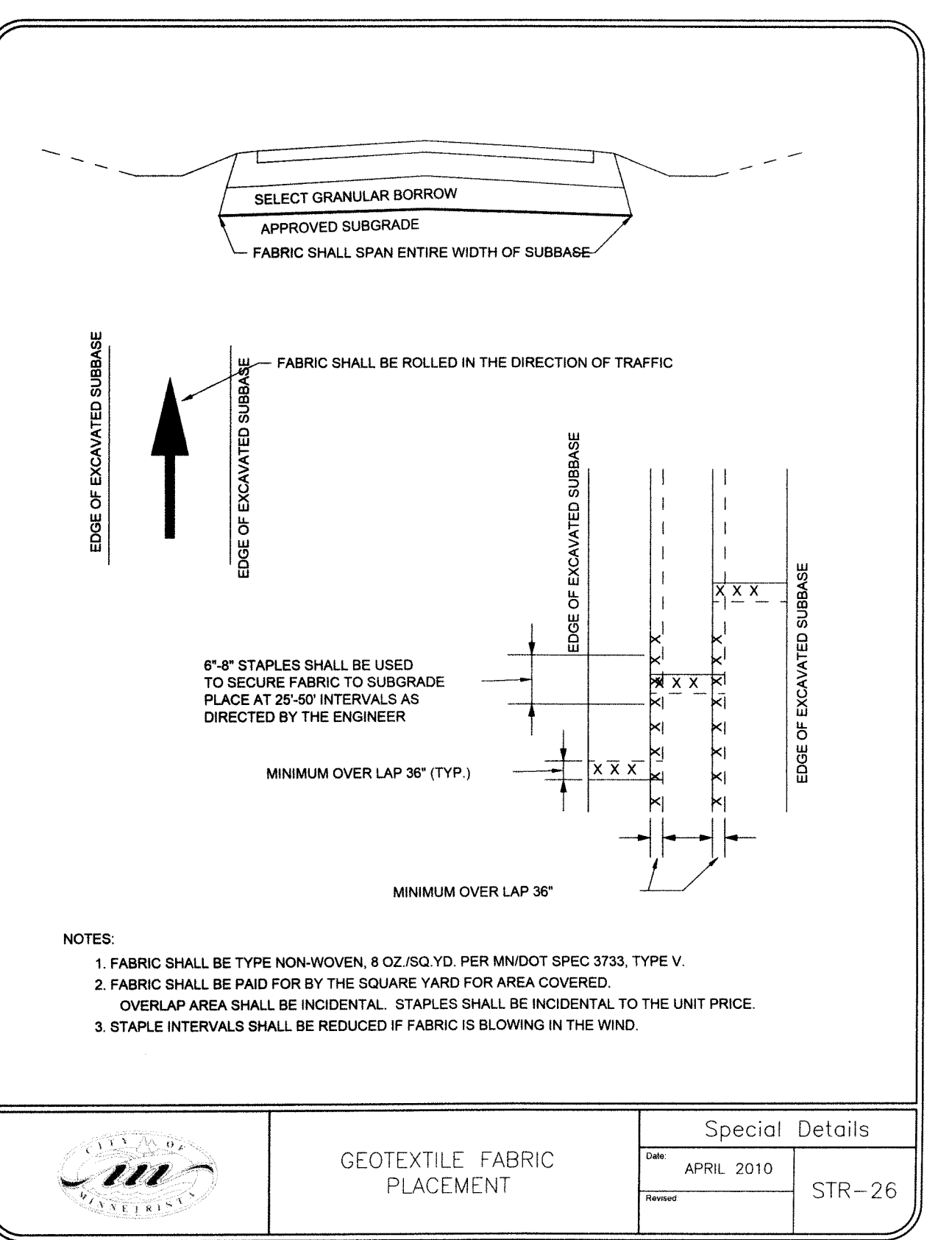
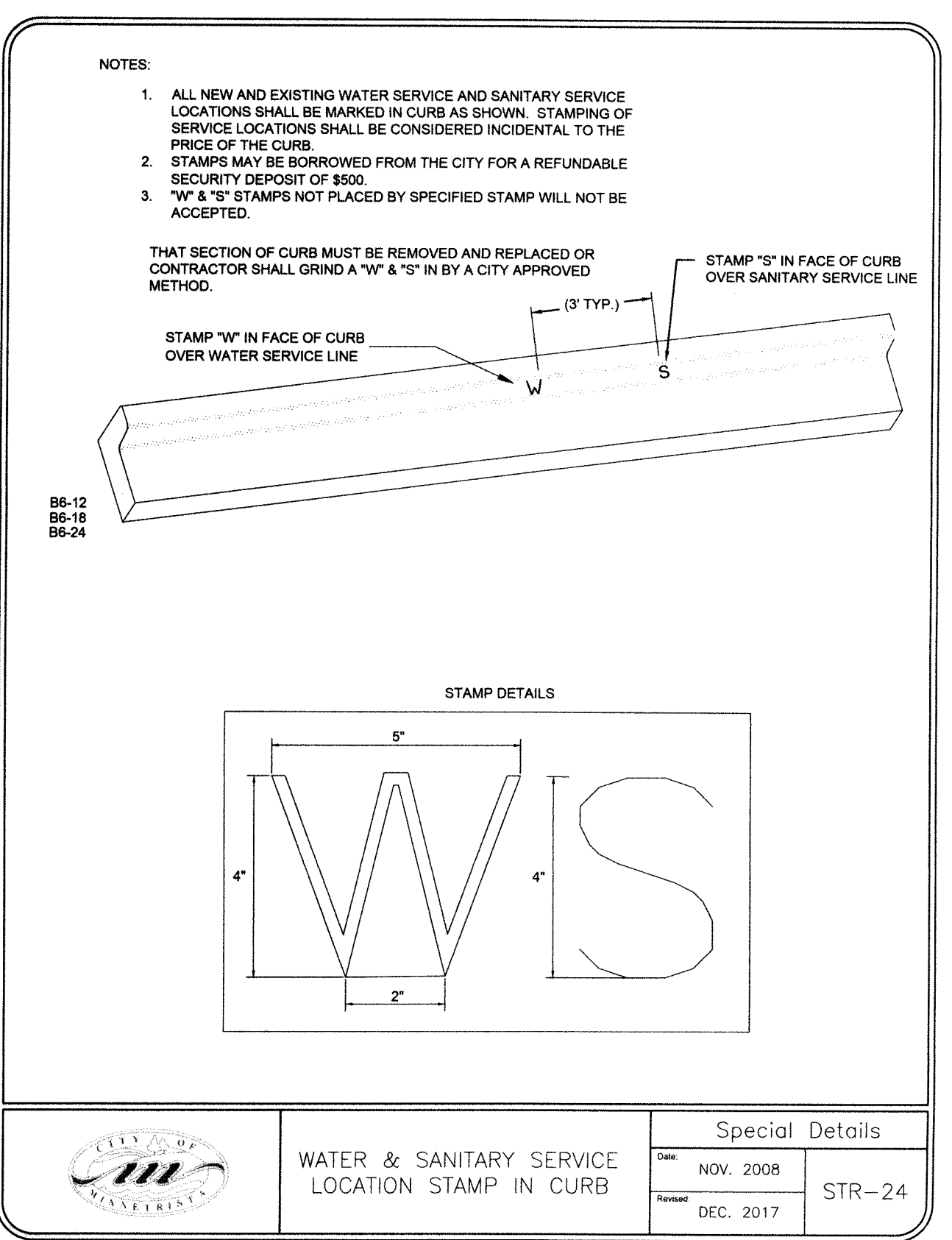
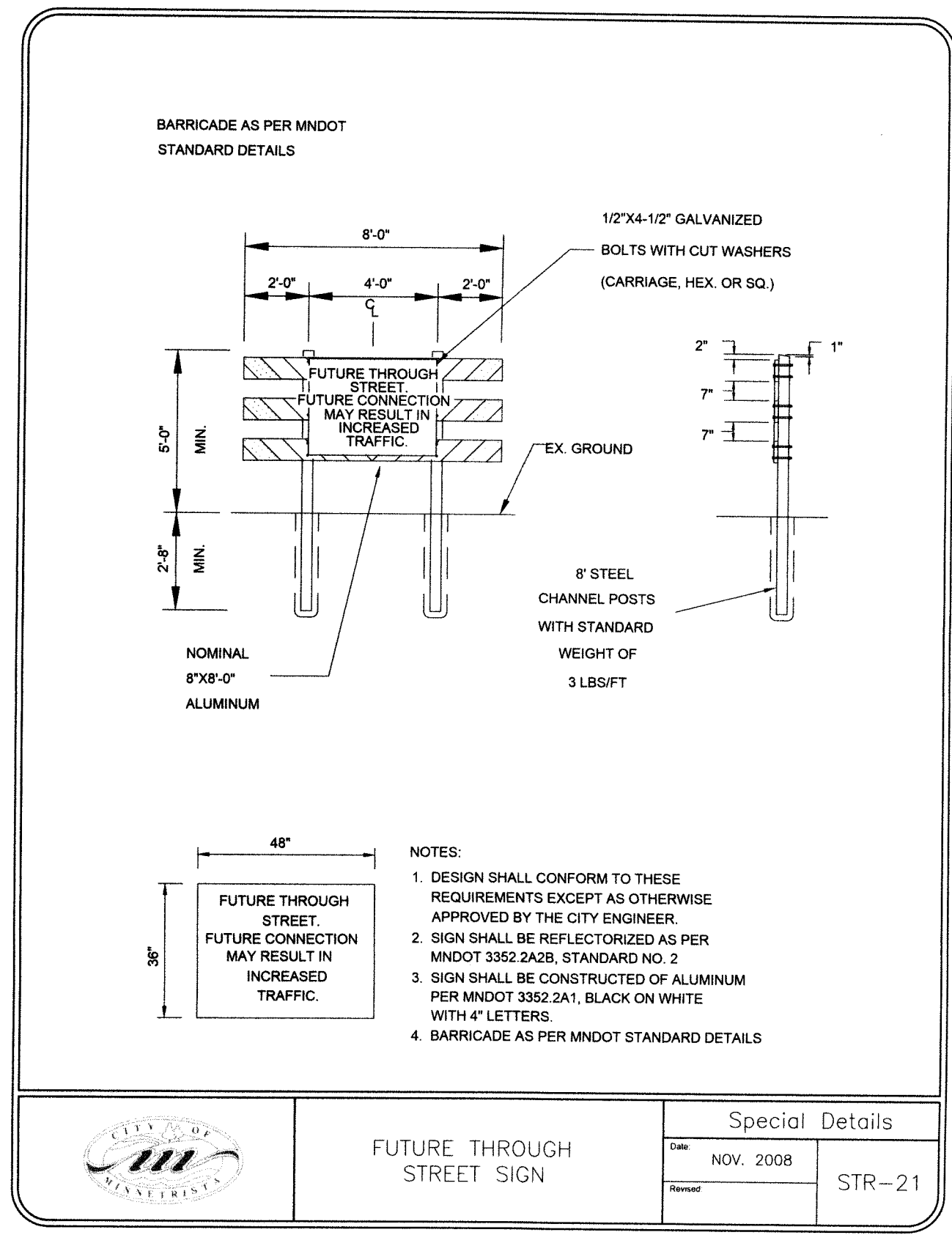
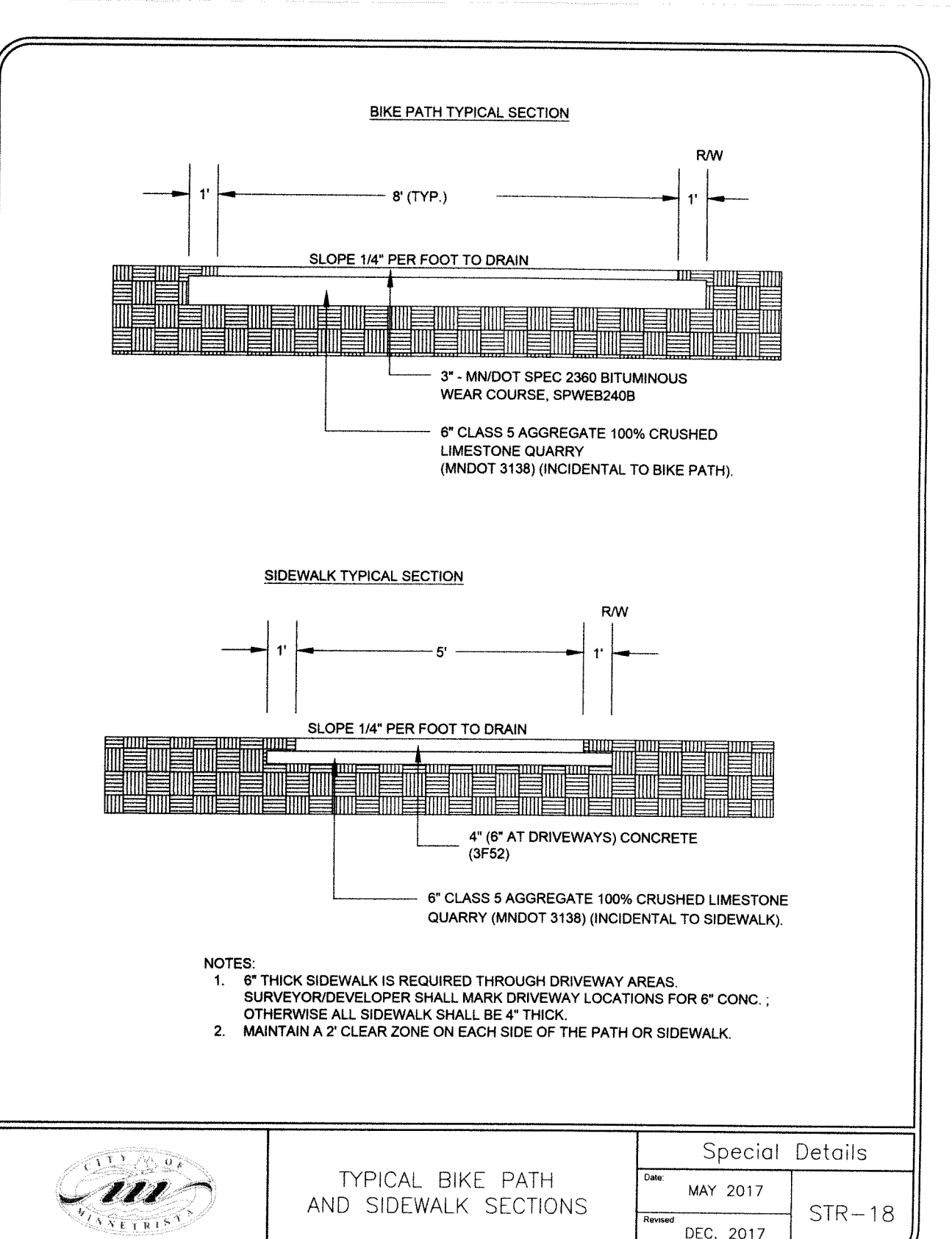
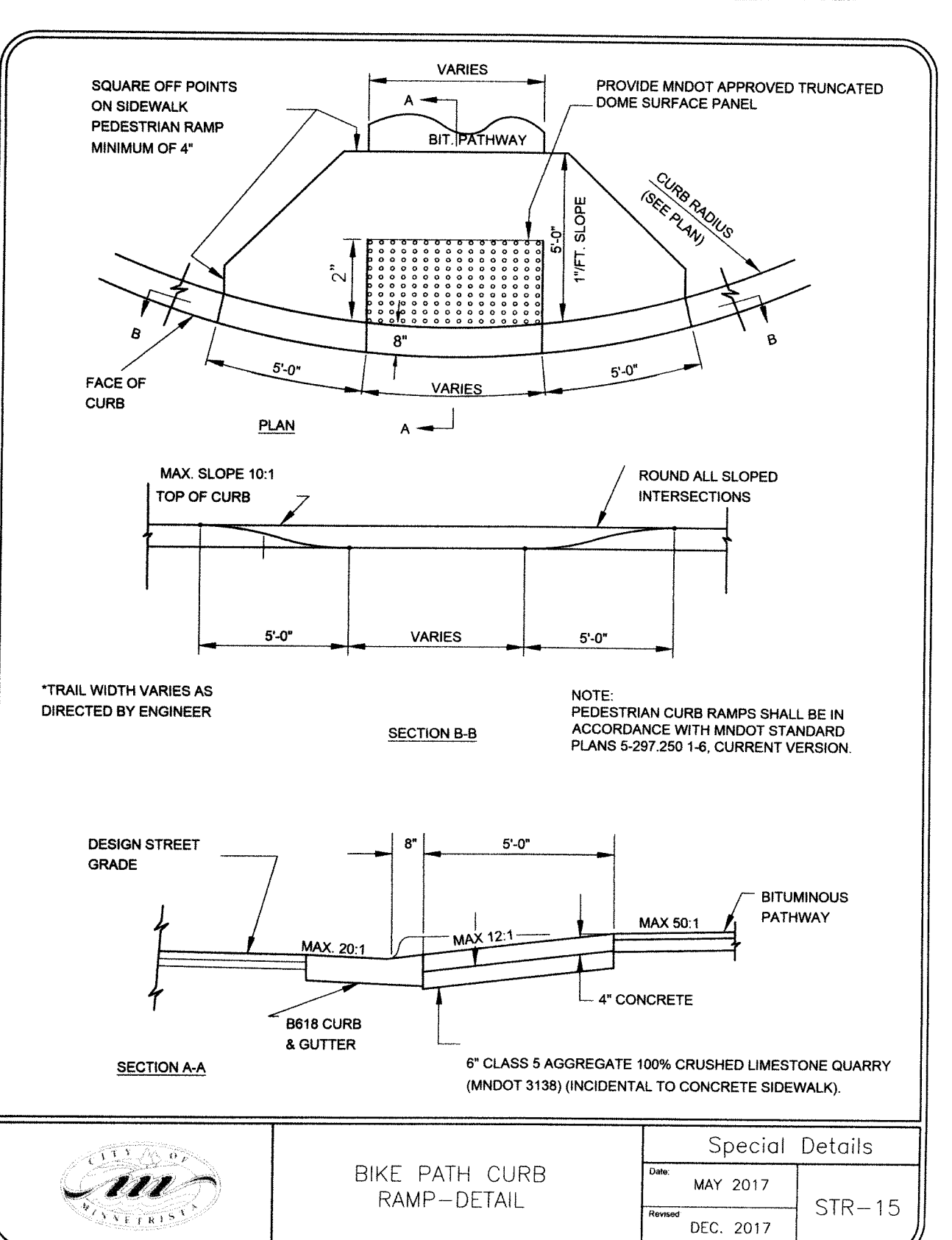
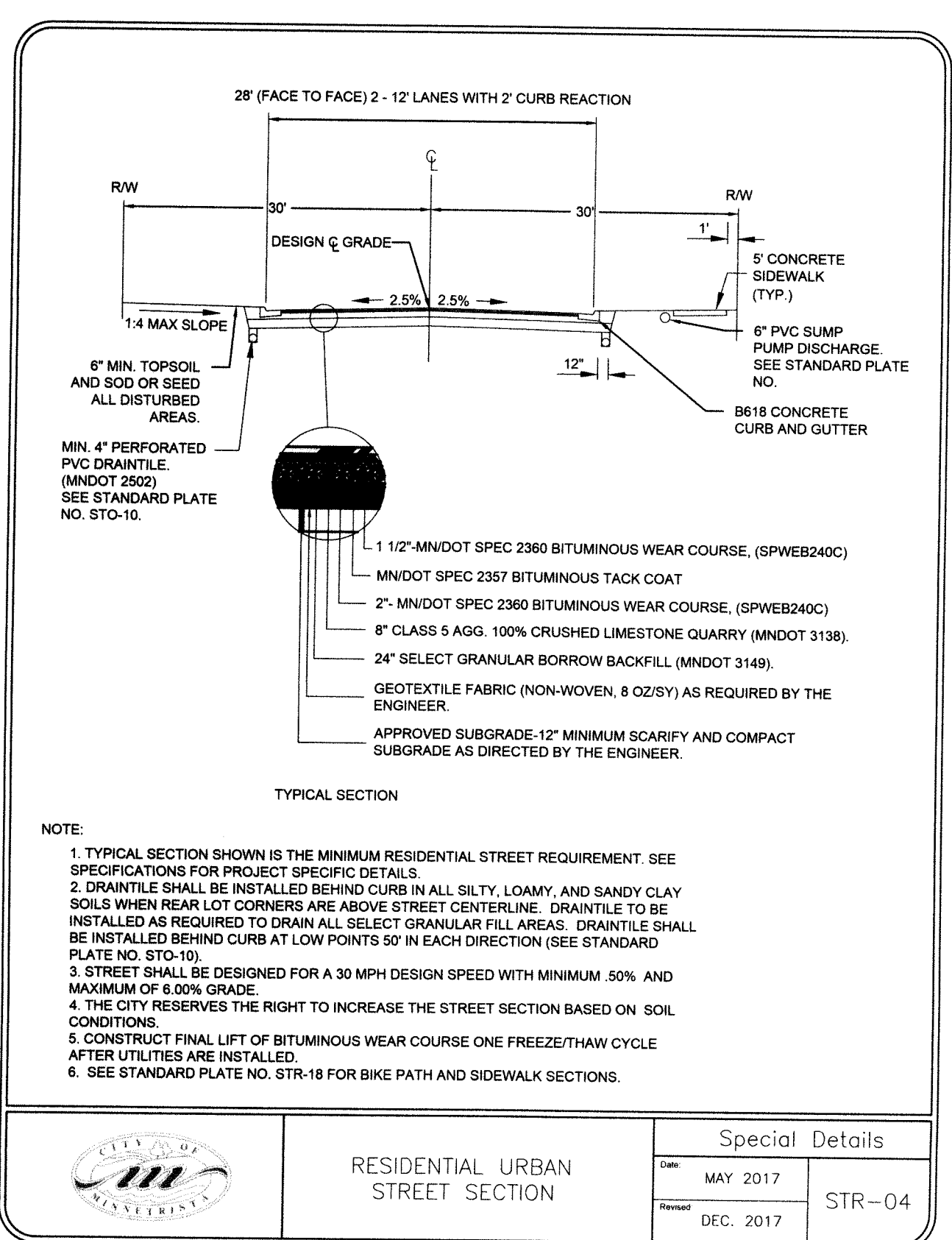
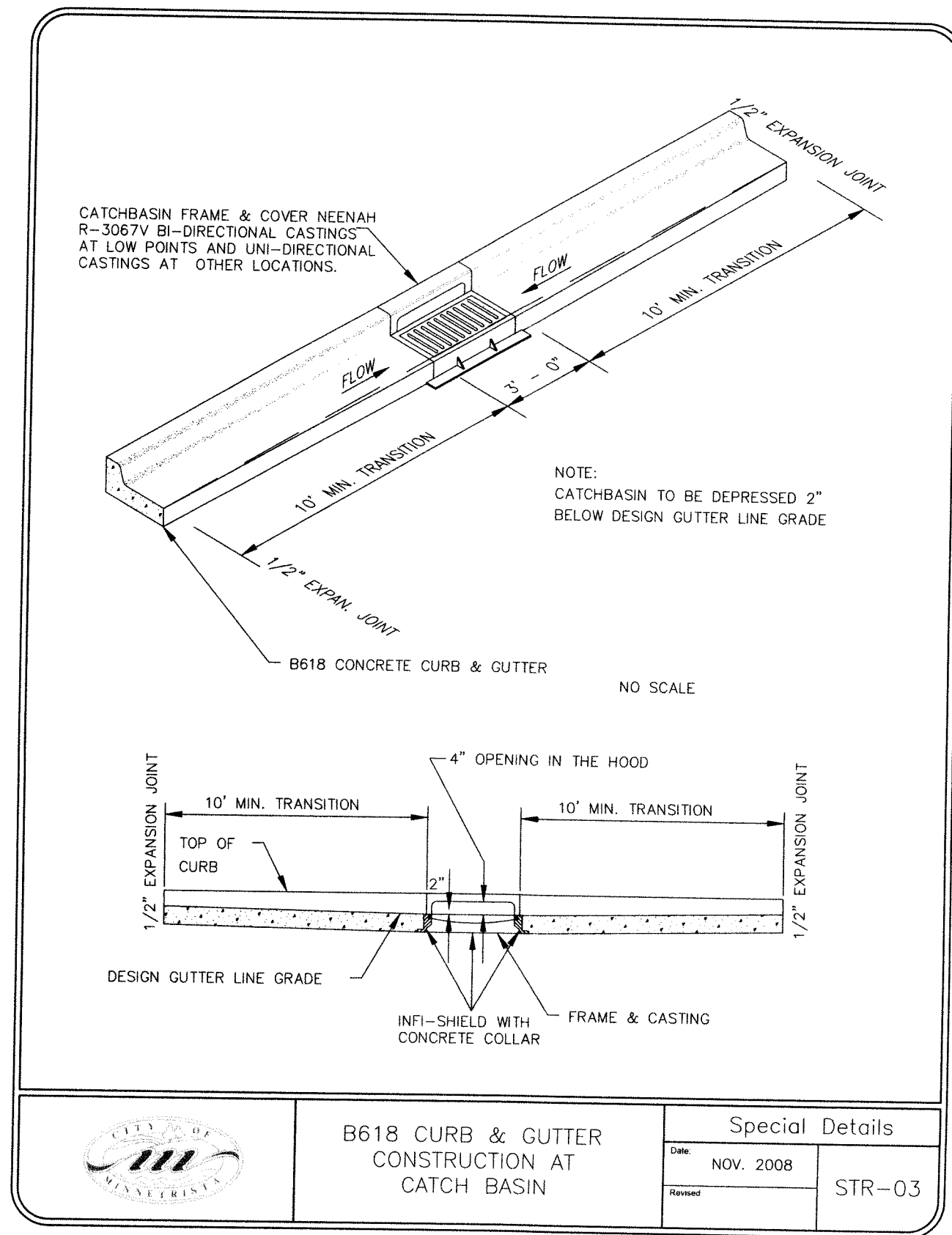
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DRAWN	1:30 PM
CHECKED	1:30 PM
DATE	12-18-17
DRAWN	1:30 PM
CHECKED	1:30 PM

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Mark J. Gronberg
DATE 7-31-19 MINN. LICENSE NUMBER 127355

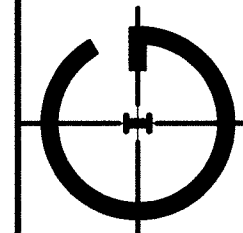
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2	7-31-19
3	7-31-19
4	7-31-19
5	7-31-19
6	7-31-19
7	7-31-19
8	7-31-19

JENNINGS BAY VILLAS

STANDARD PLATES AND DETAILS



GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



DATE: 12-18-17
SCALE: 1/8"=1'-0"
SHEET NO: 16-280
SHEET TOTAL: 16-280

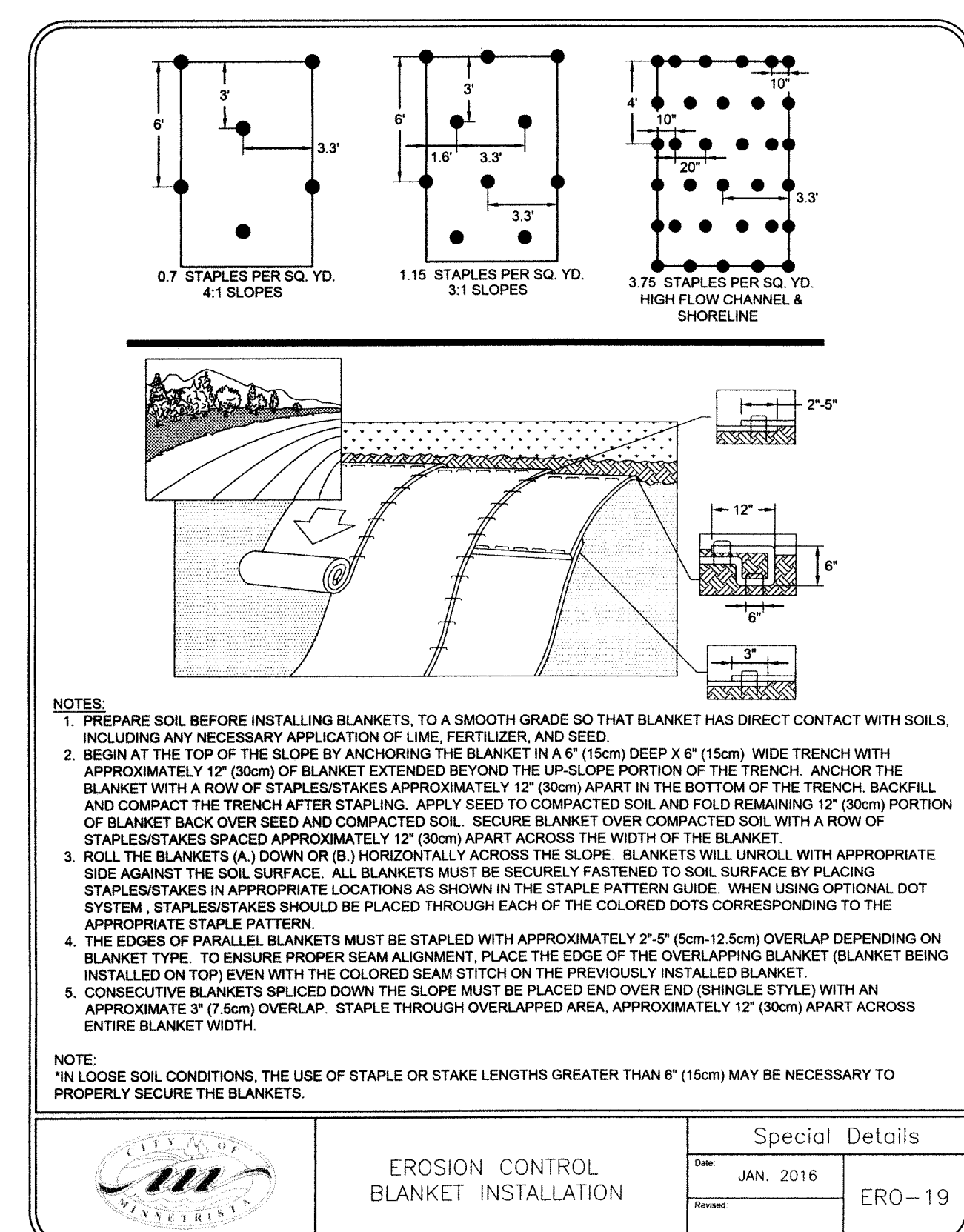
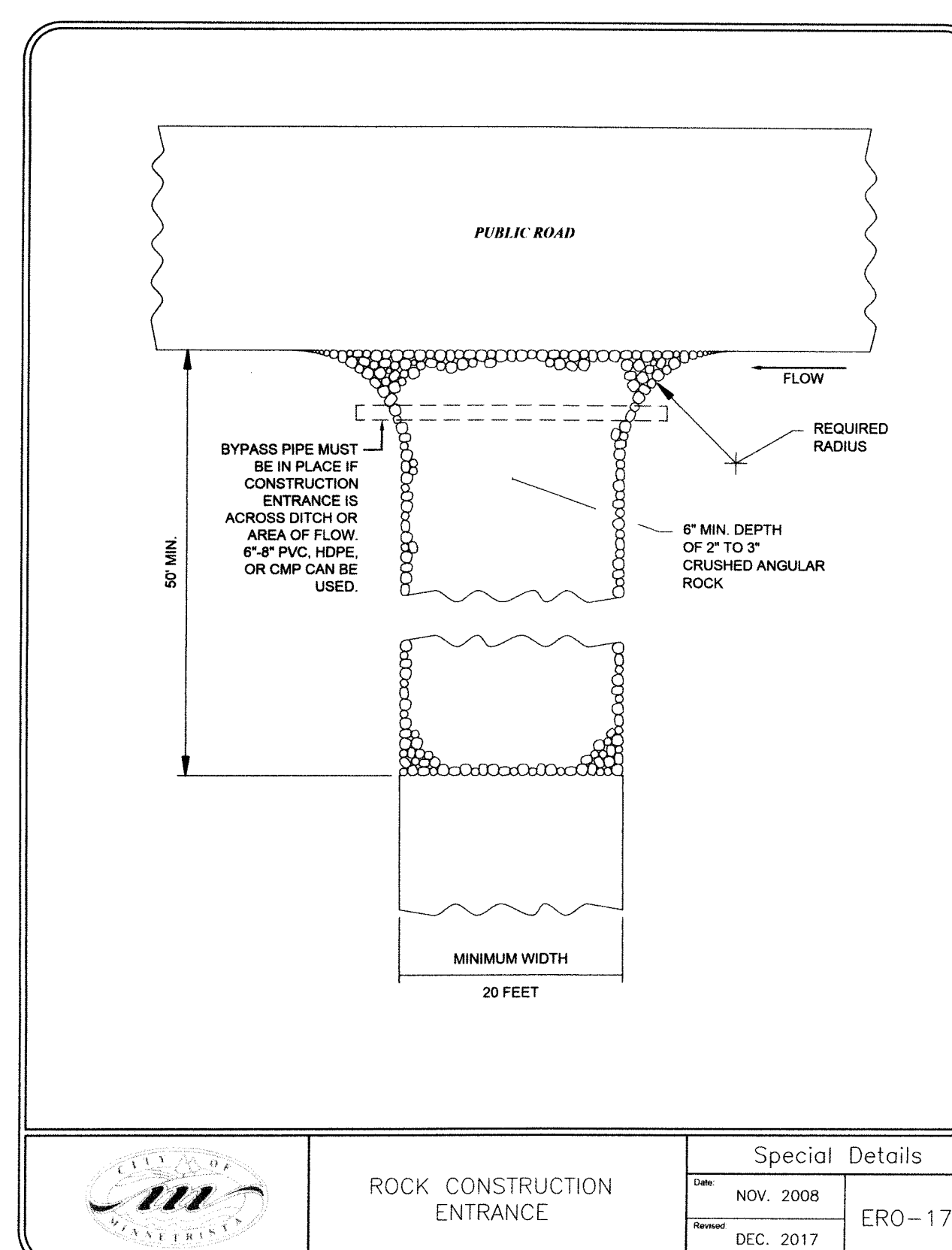
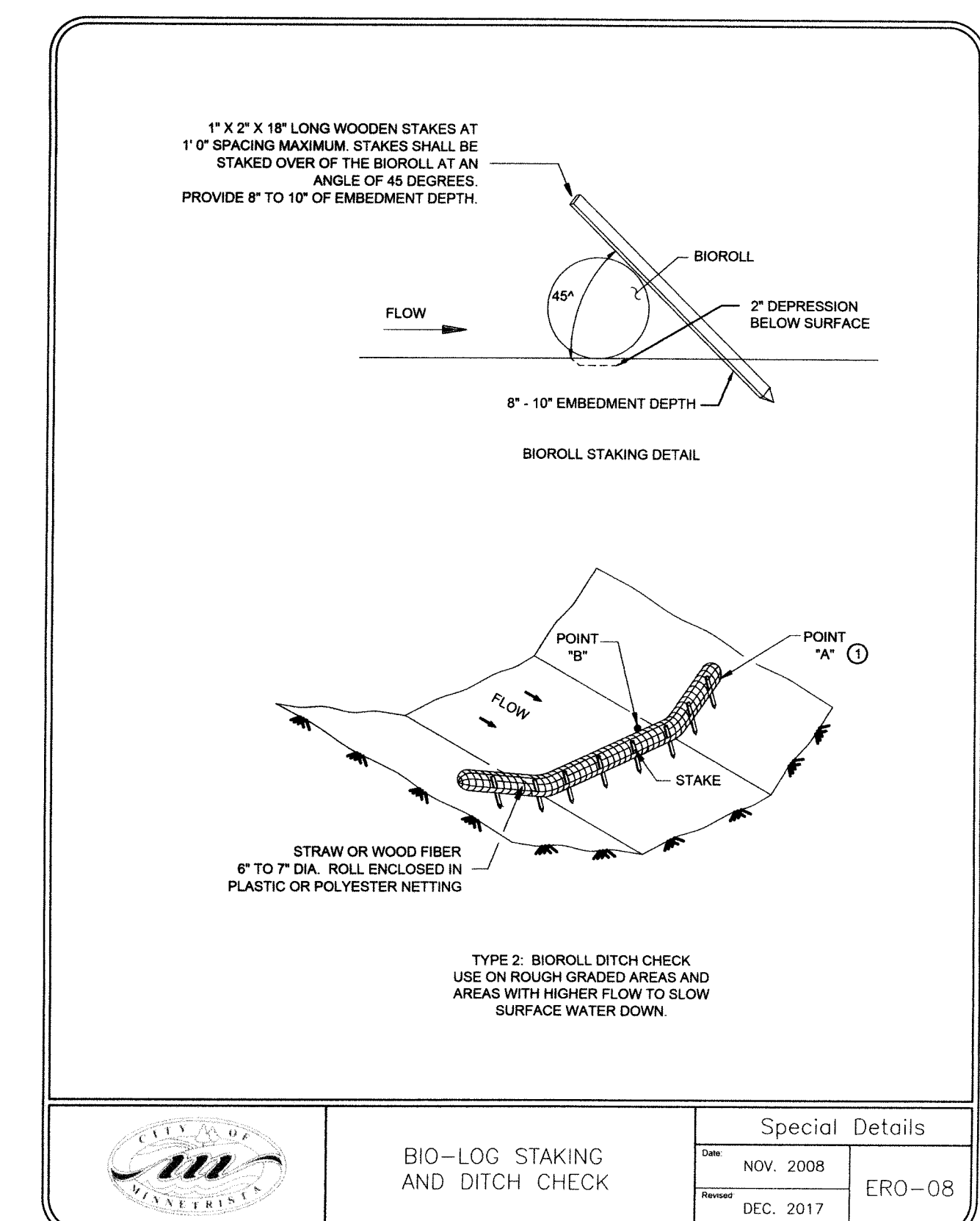
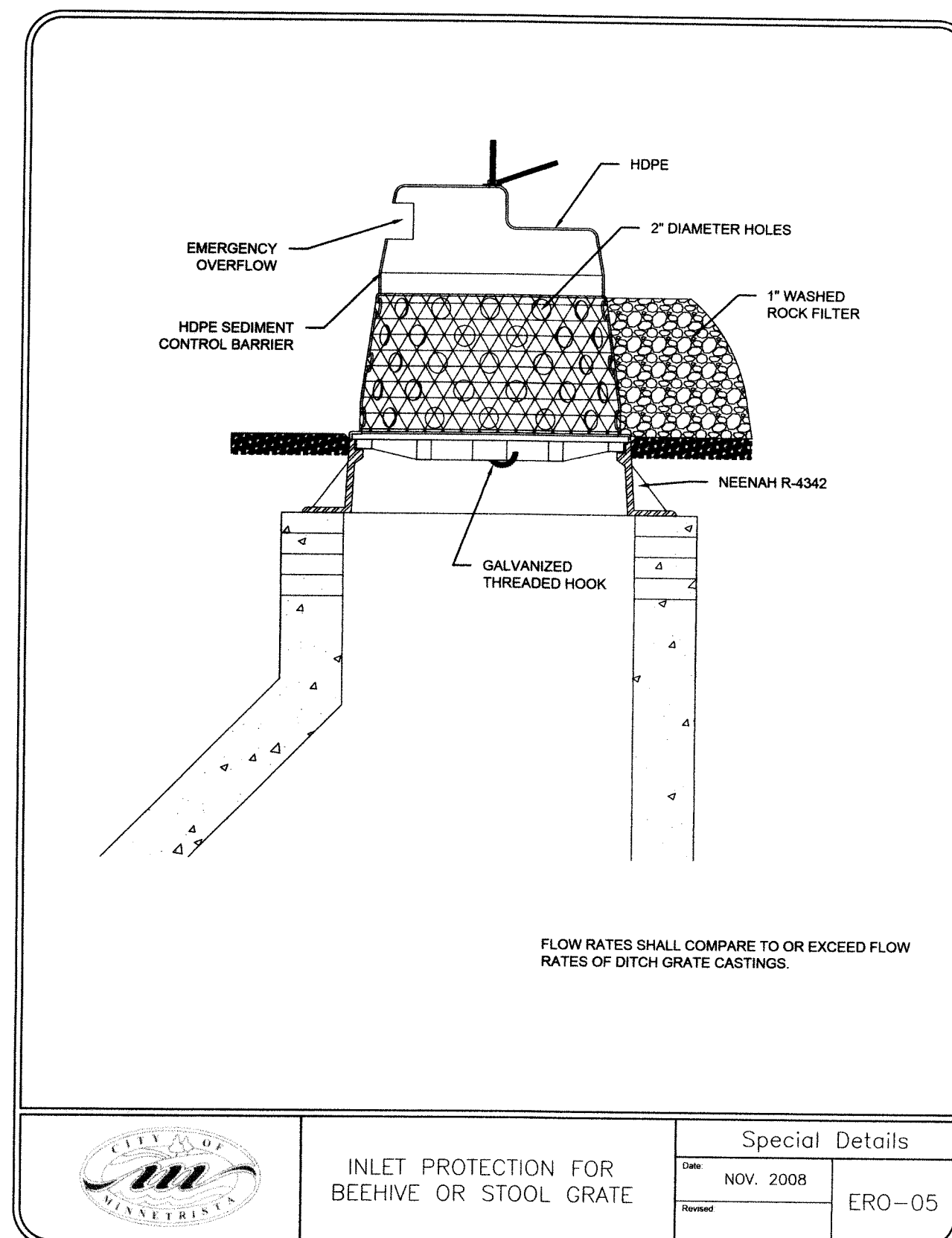
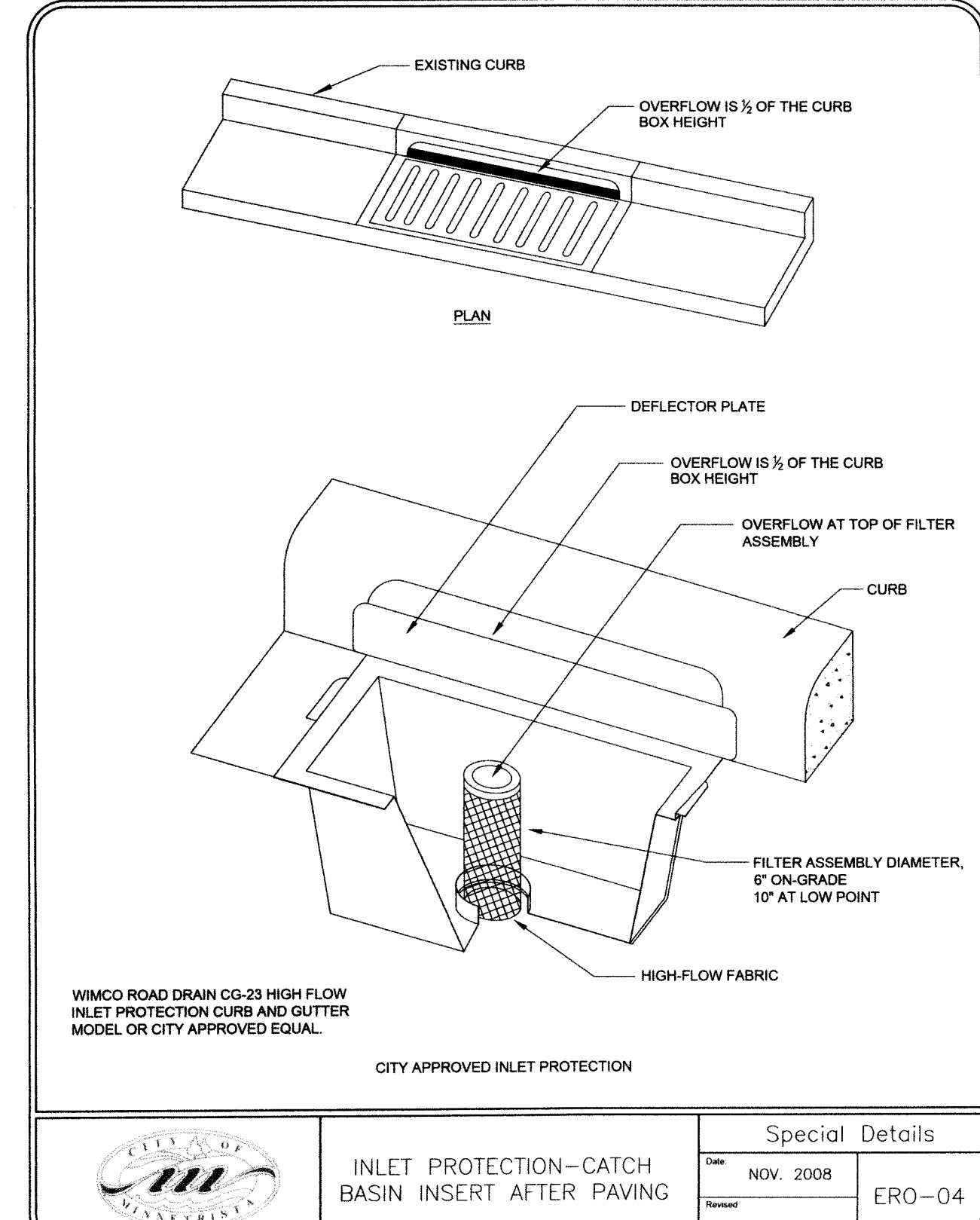
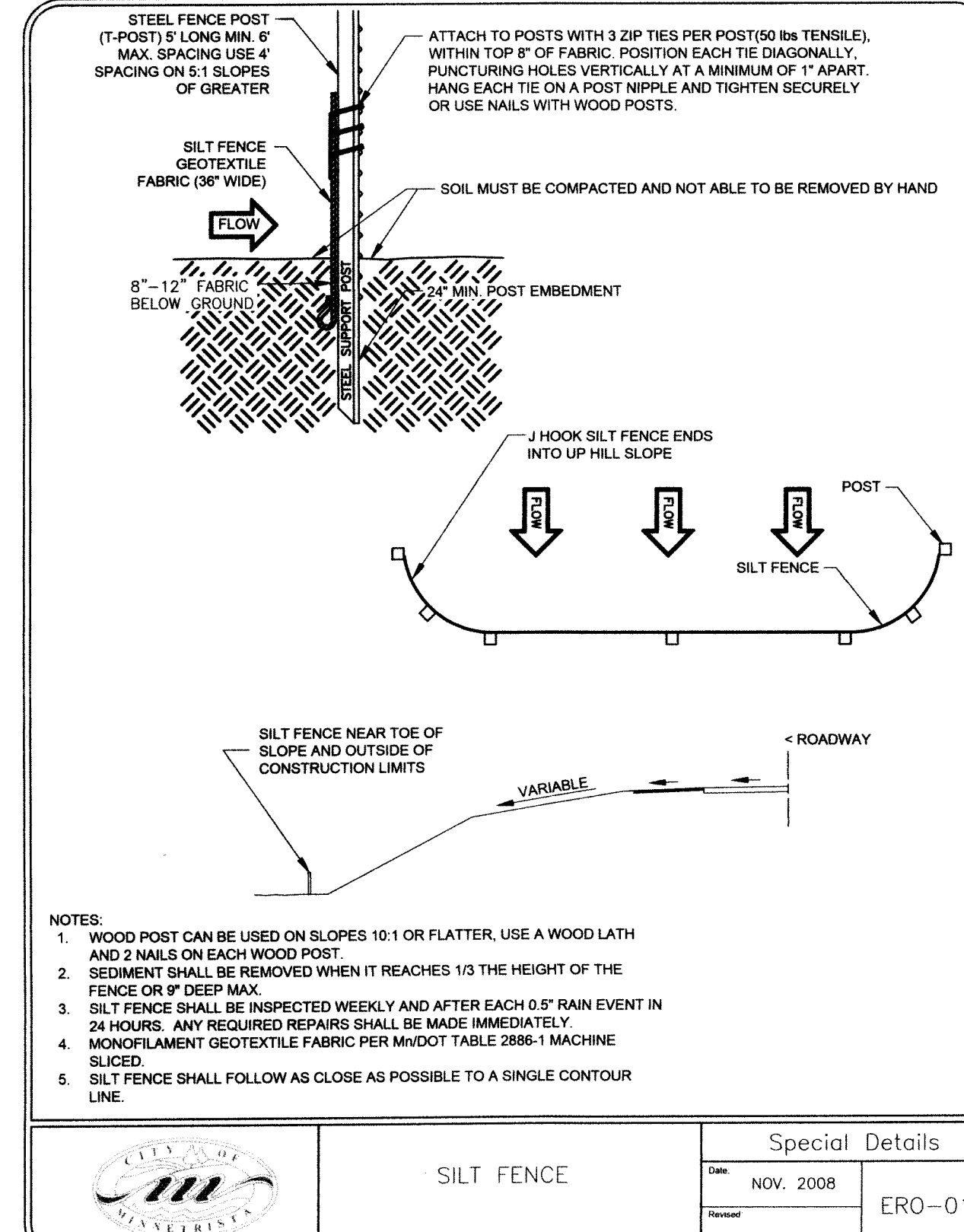
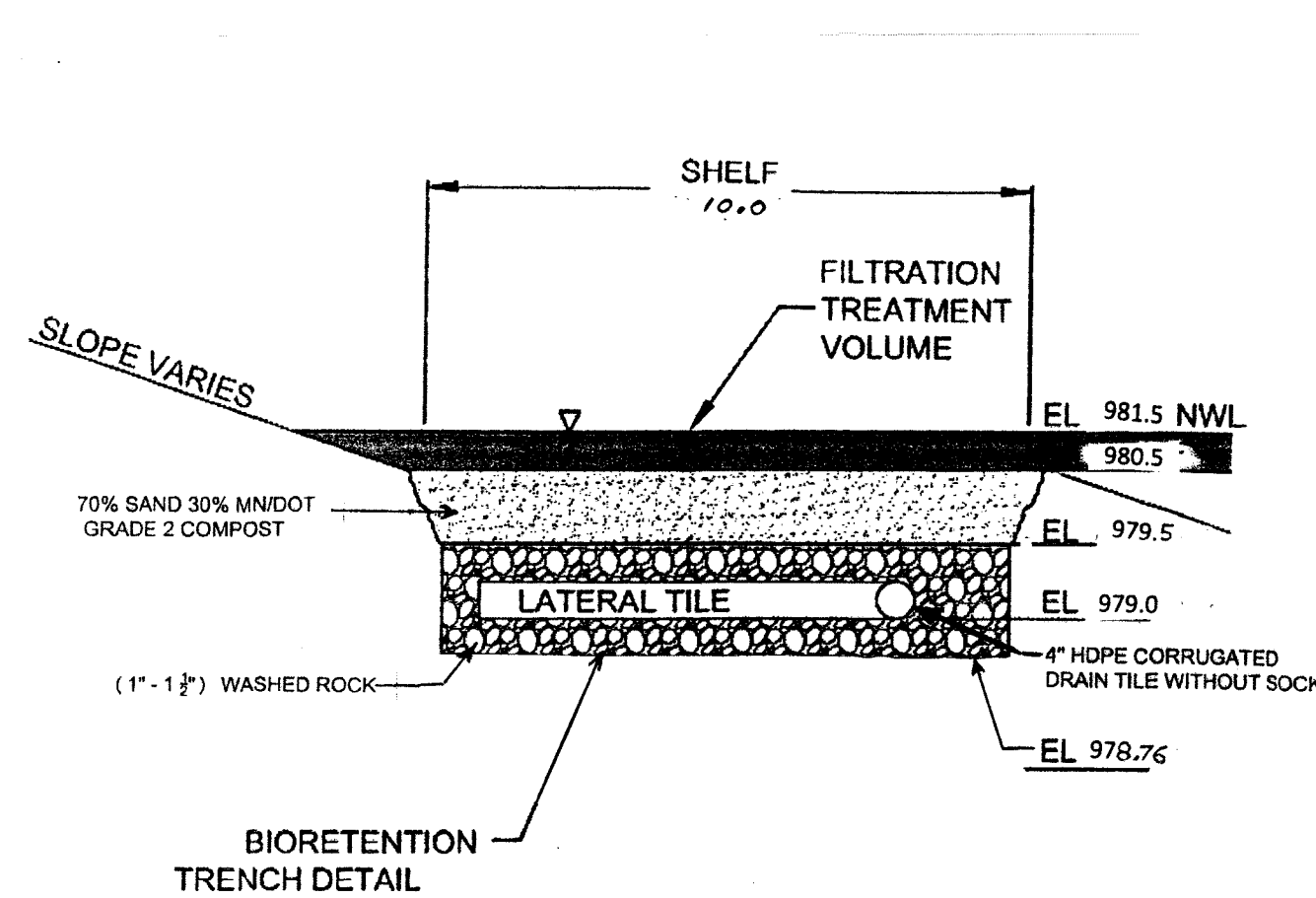
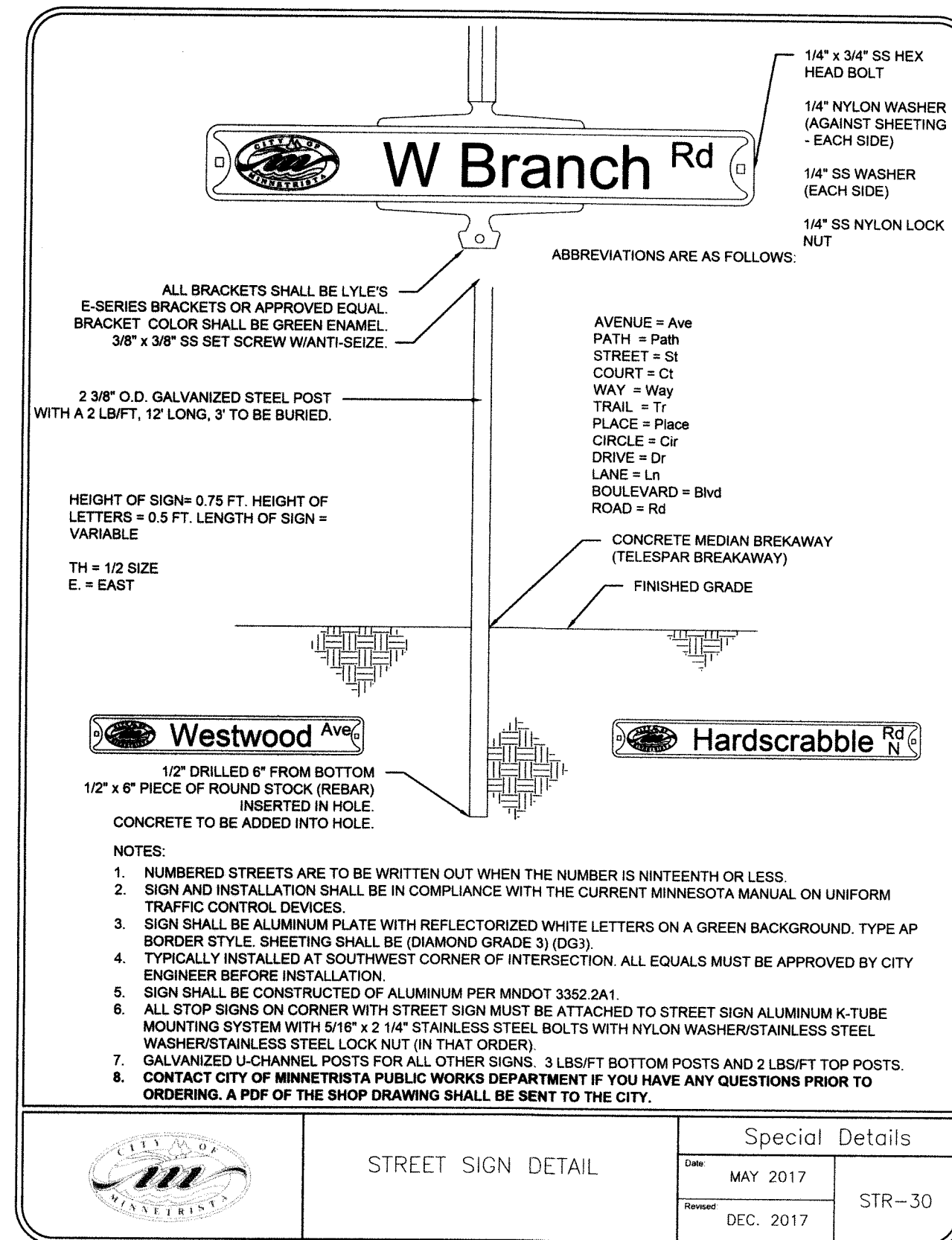
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Muel J. Gronberg
DATE: 7-13-19 MINN. LICENSE NUMBER: 72555

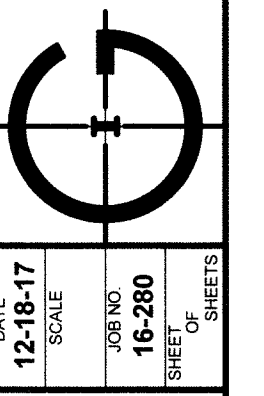
DESIGNED	DRAWN	CHECKED
DATE: 2-12-19	DATE: 5-10-19	DATE: 6-6-19
BY: [Signature]	BY: [Signature]	BY: [Signature]
REVISIONS	REMARKS	
10		

JENNINGS BAY VILLAS

STANDARD PLATES AND DETAILS



GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



DATE: 12-18-17
SCALE: AS SHOWN
JOB NO: 16-280
SHEET OF: 7-2-09

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

Walter J. Gronberg
DATE: 7-31-19 MINN. LICENSE NUMBER: 12755

DESIGNED: _____
DRAWN: _____
CHECKED: _____

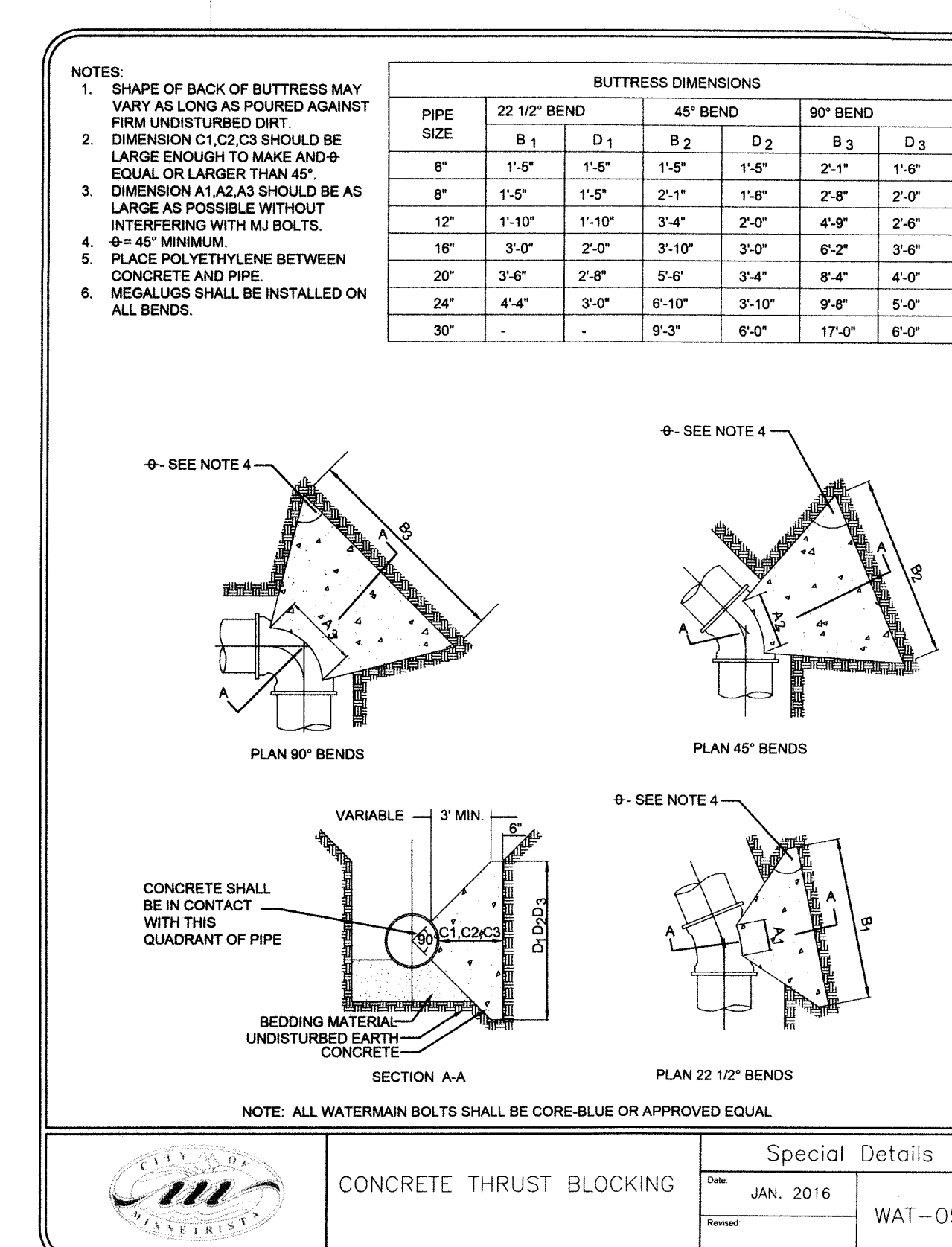
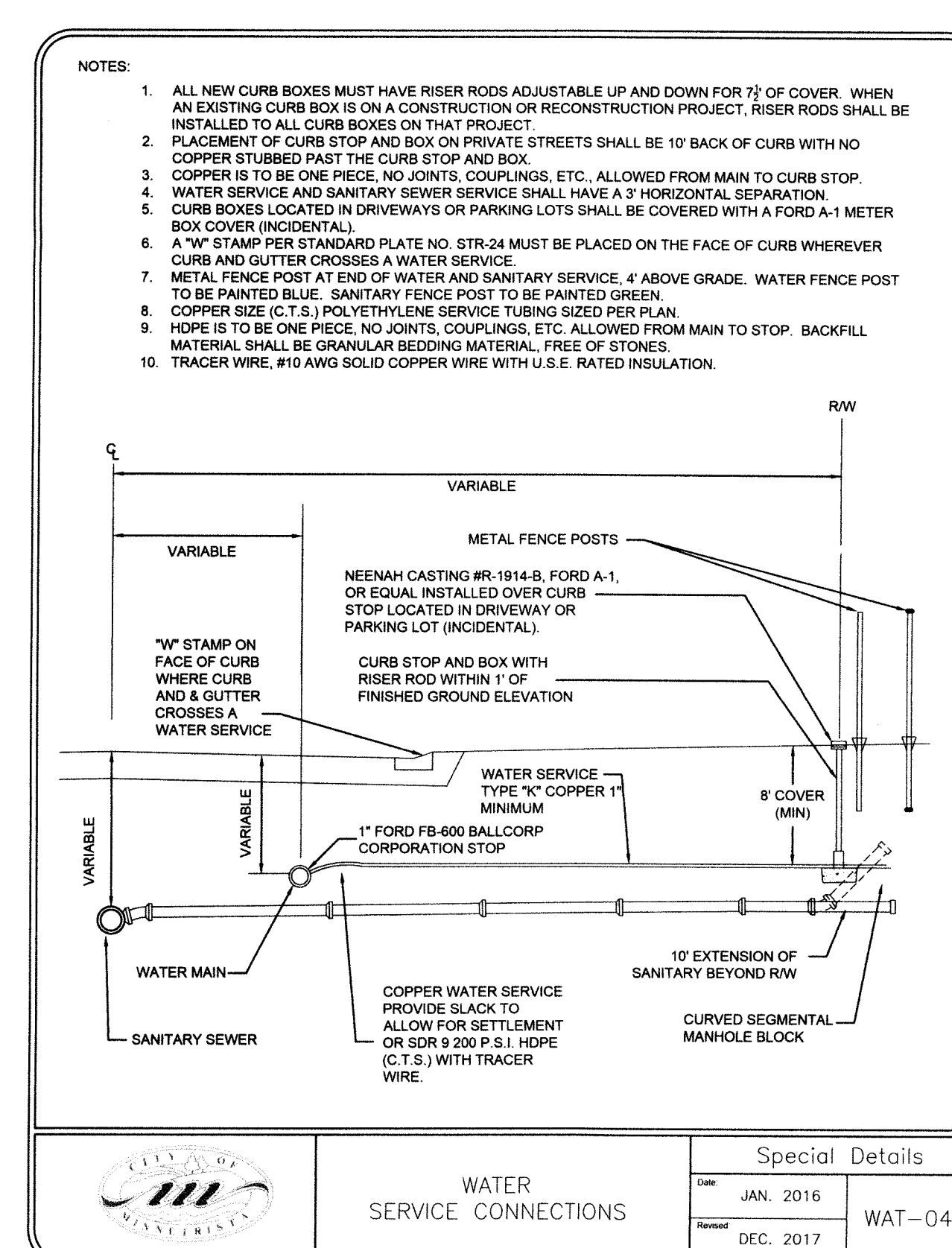
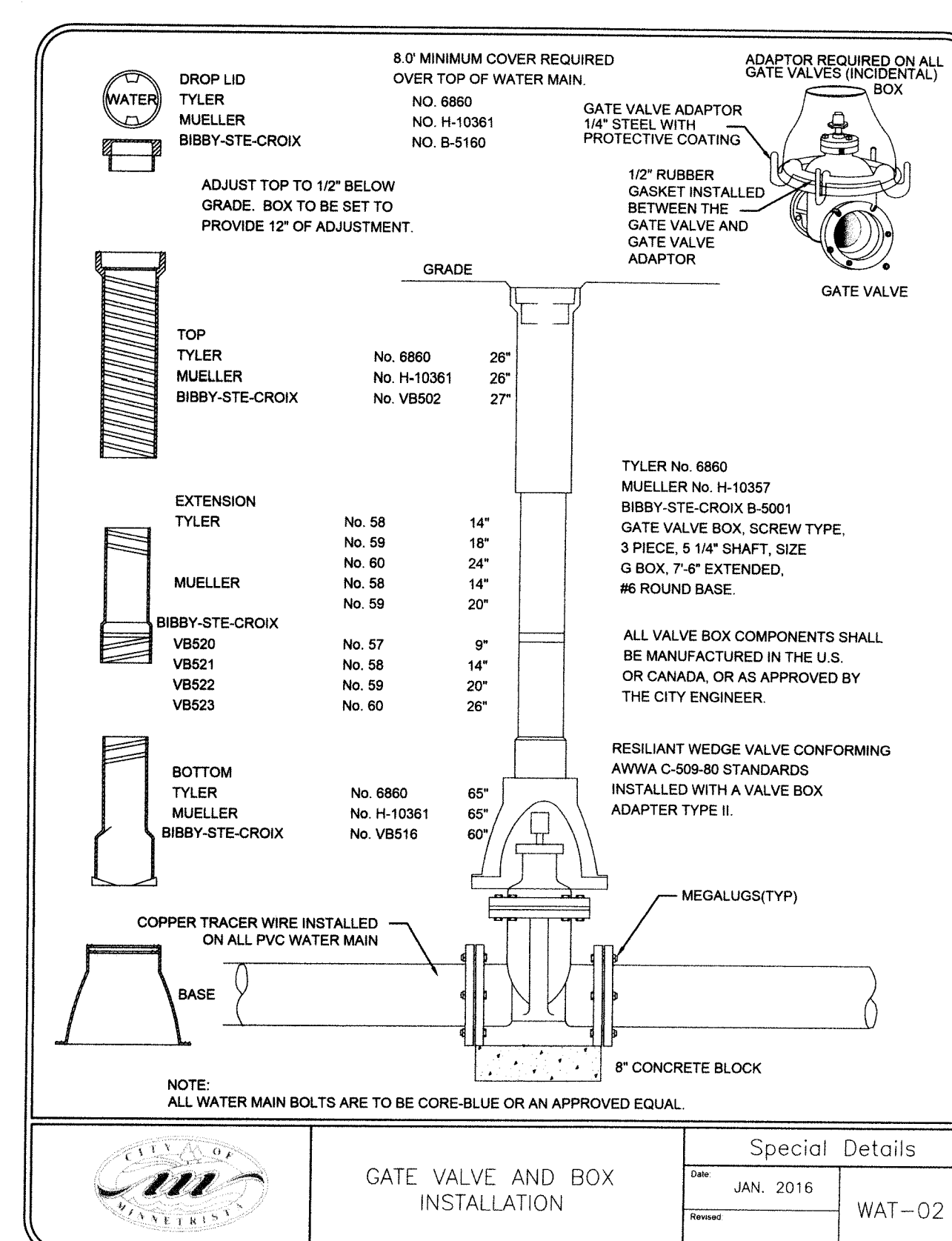
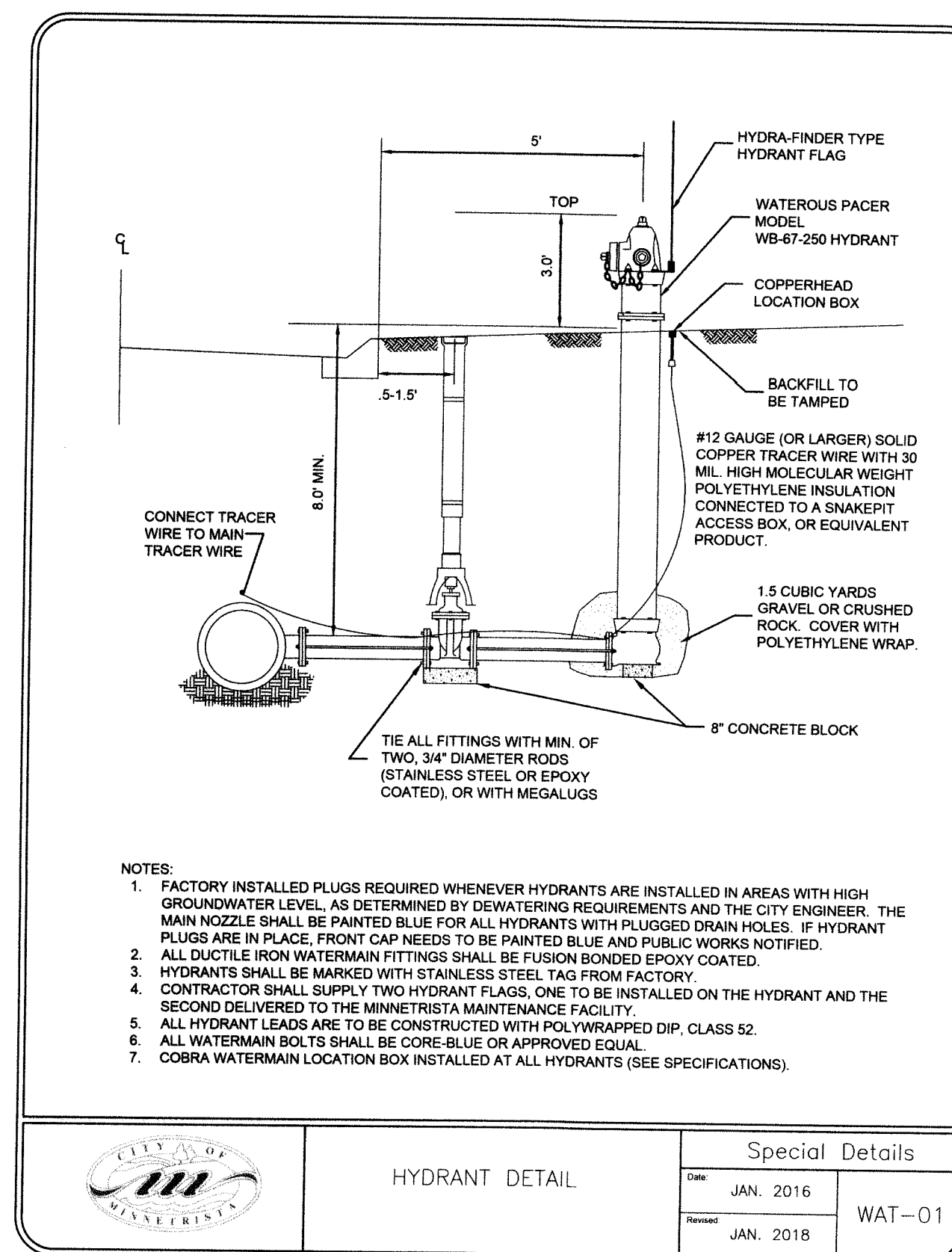
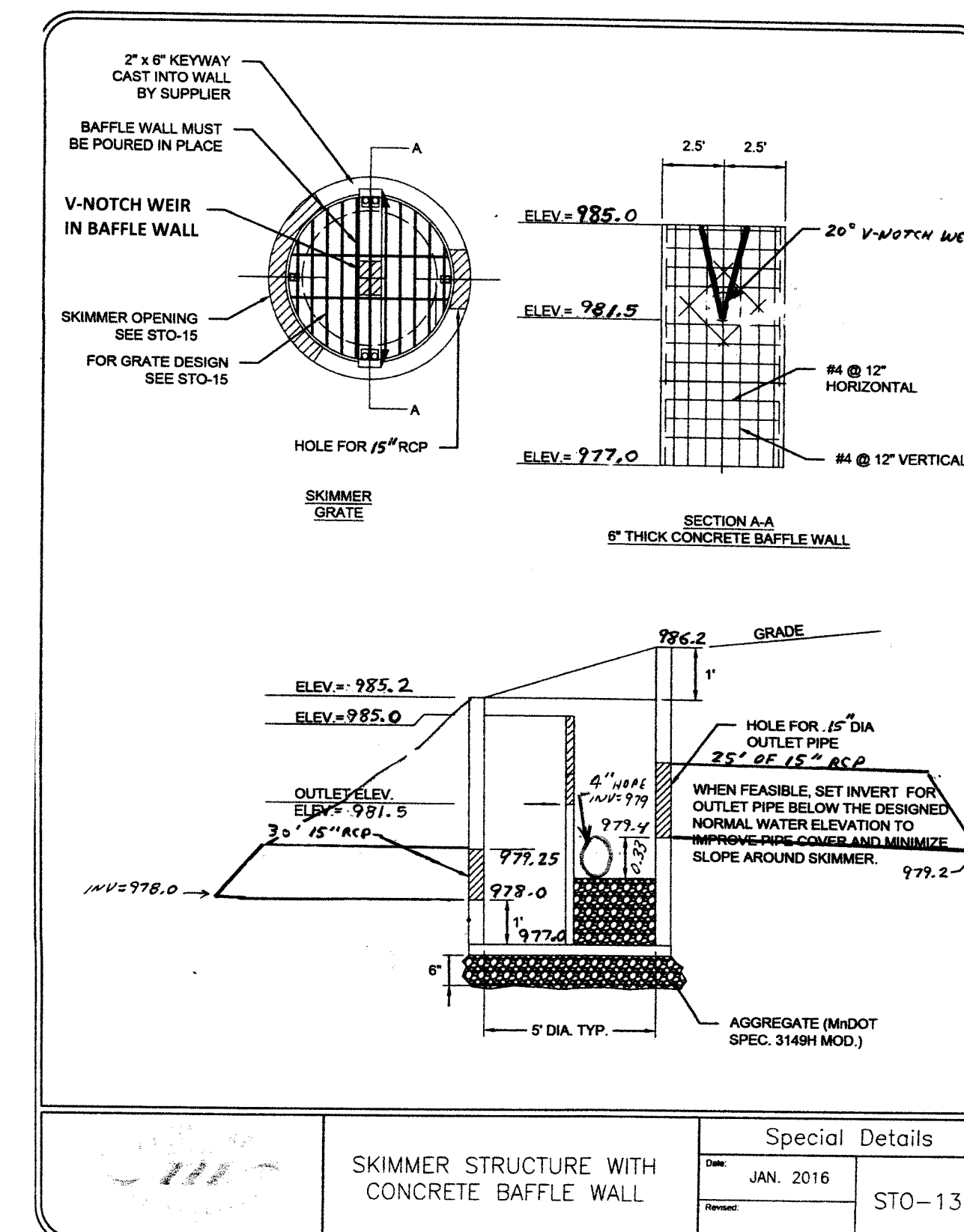
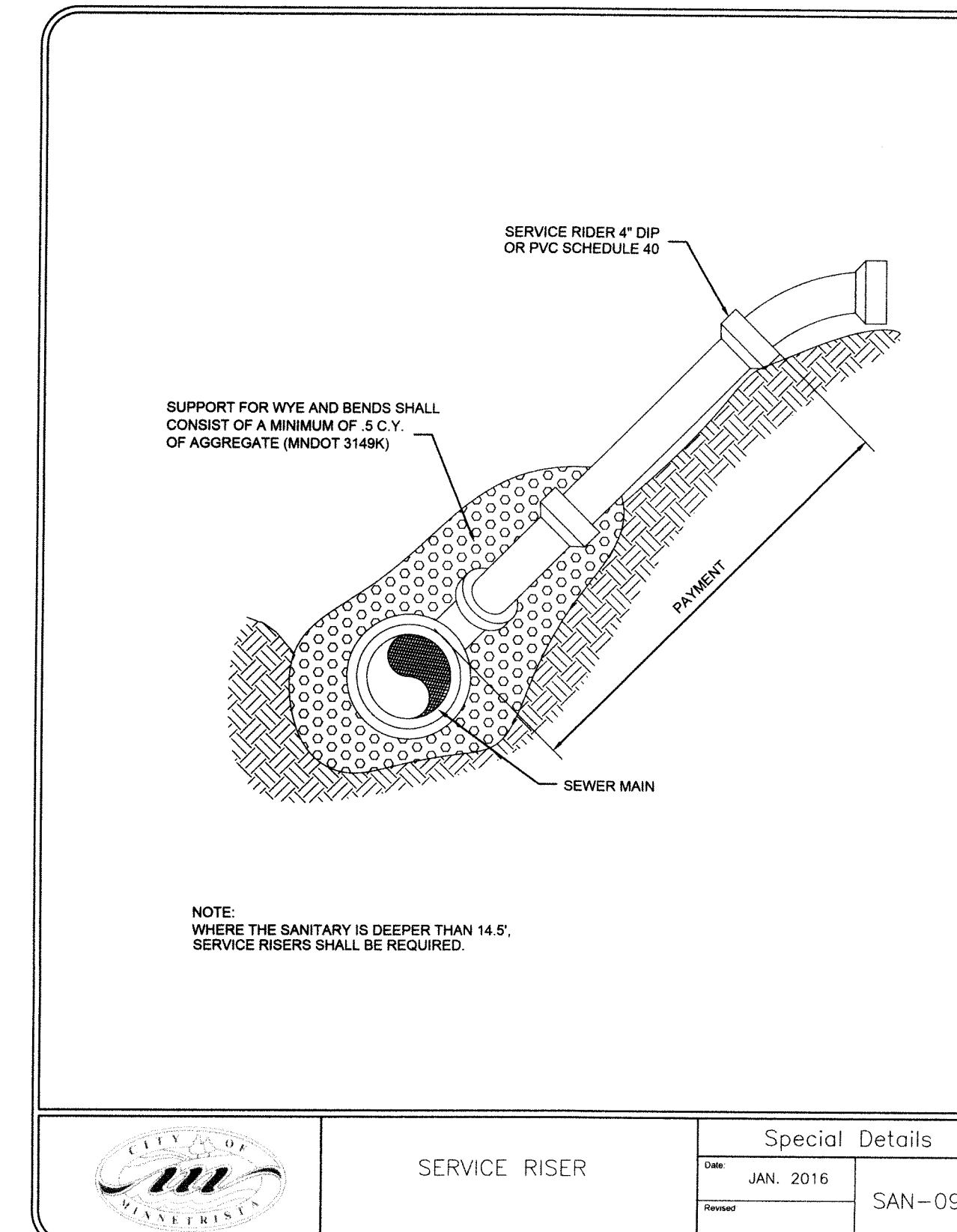
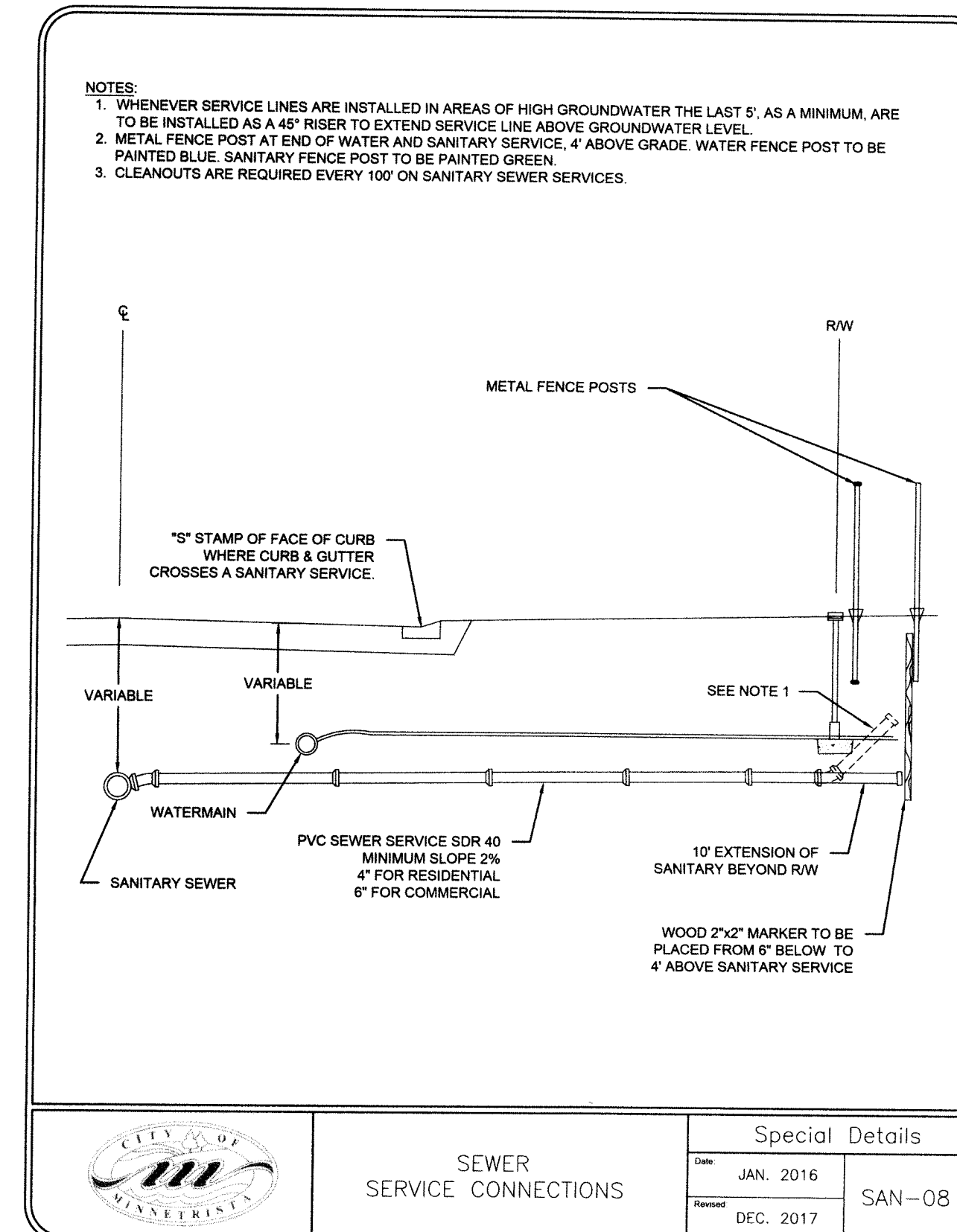
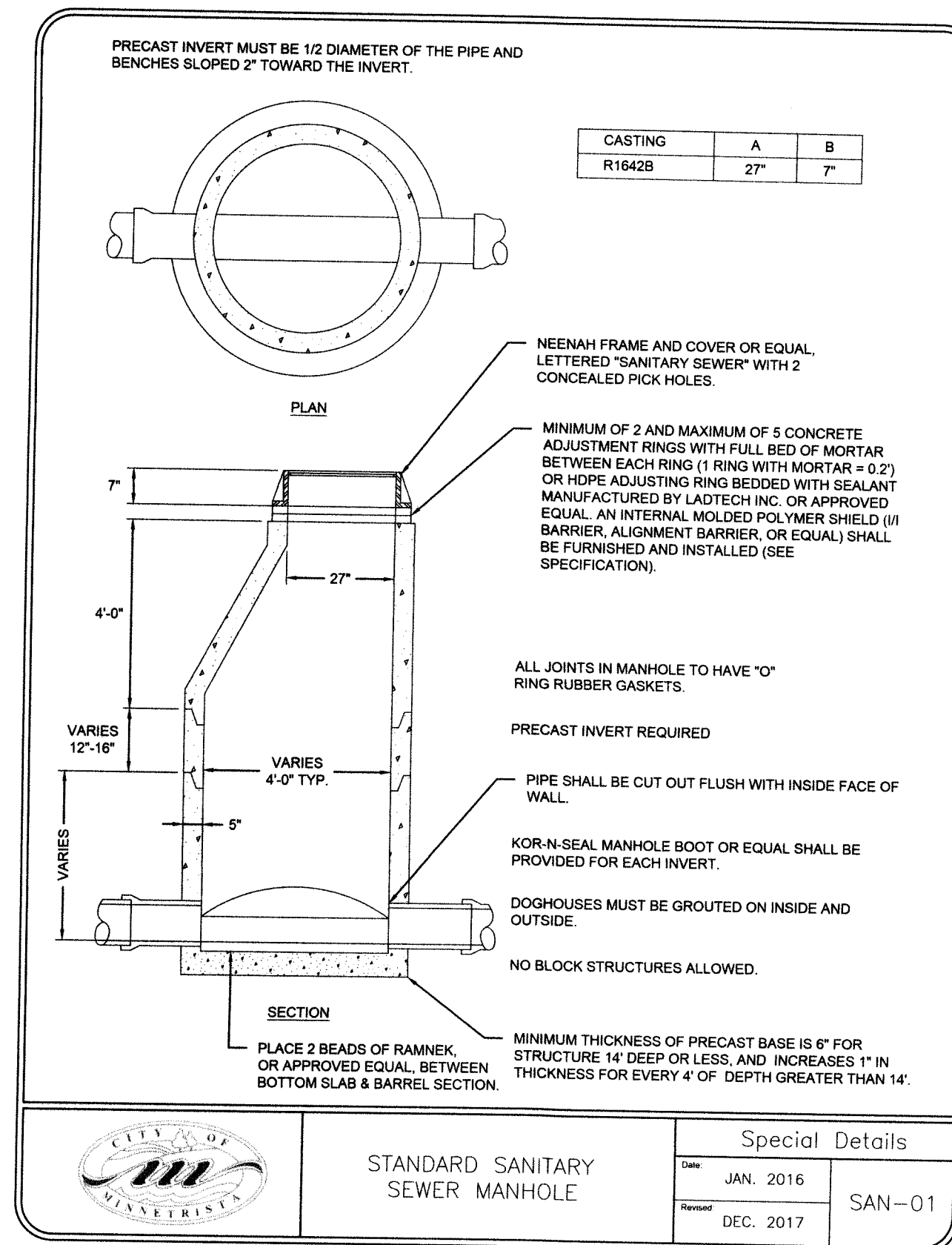
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11

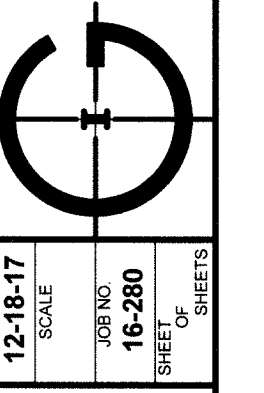
DETAILS

JENNINGS BAY VILLAS

STANDARD PLATES AND DETAILS



GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



DATE: 12-18-17
SCALE: AS SHOWN
JOB NO: 15-280
SHEET OF: 12
SHEET NO: 12

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

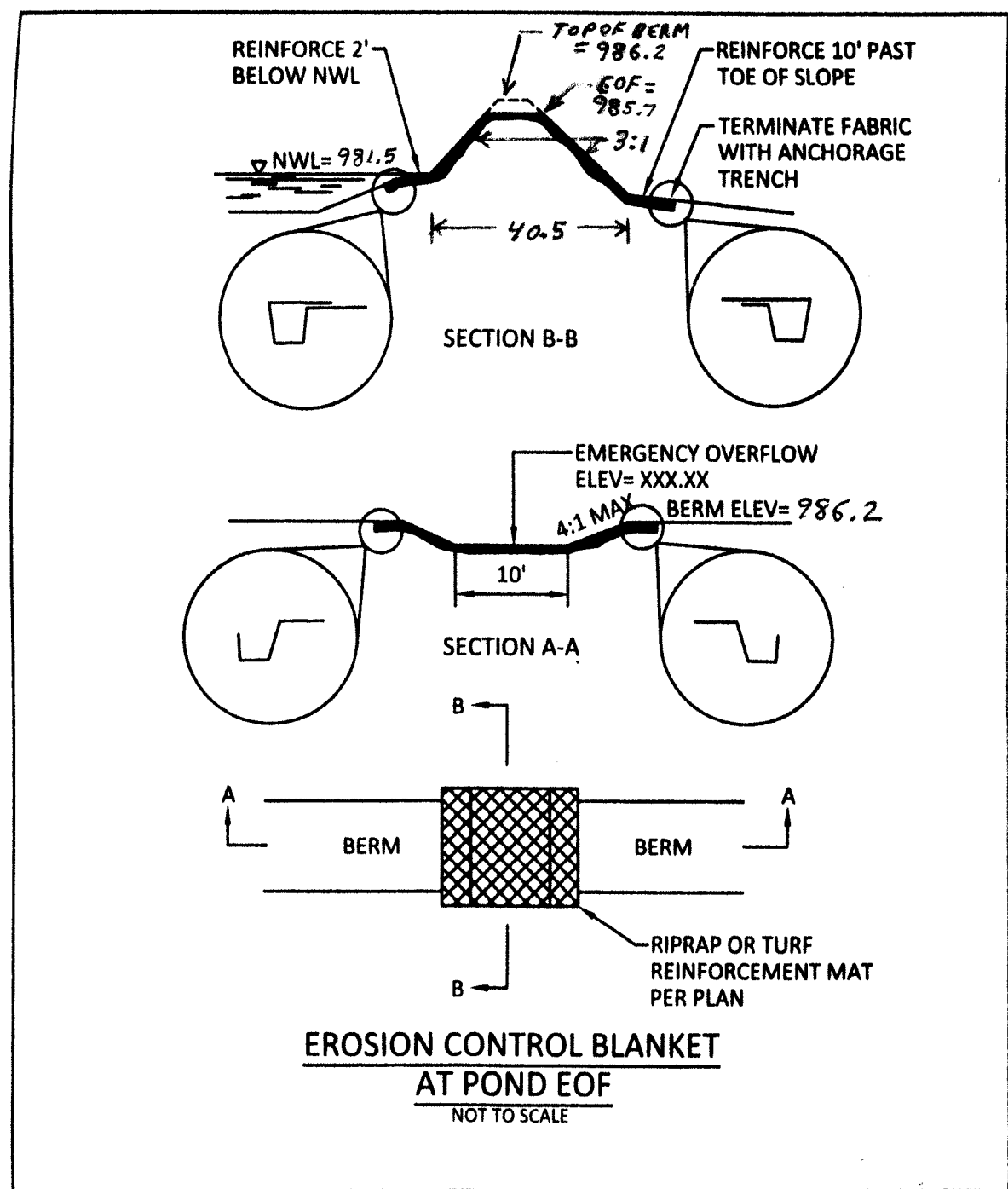
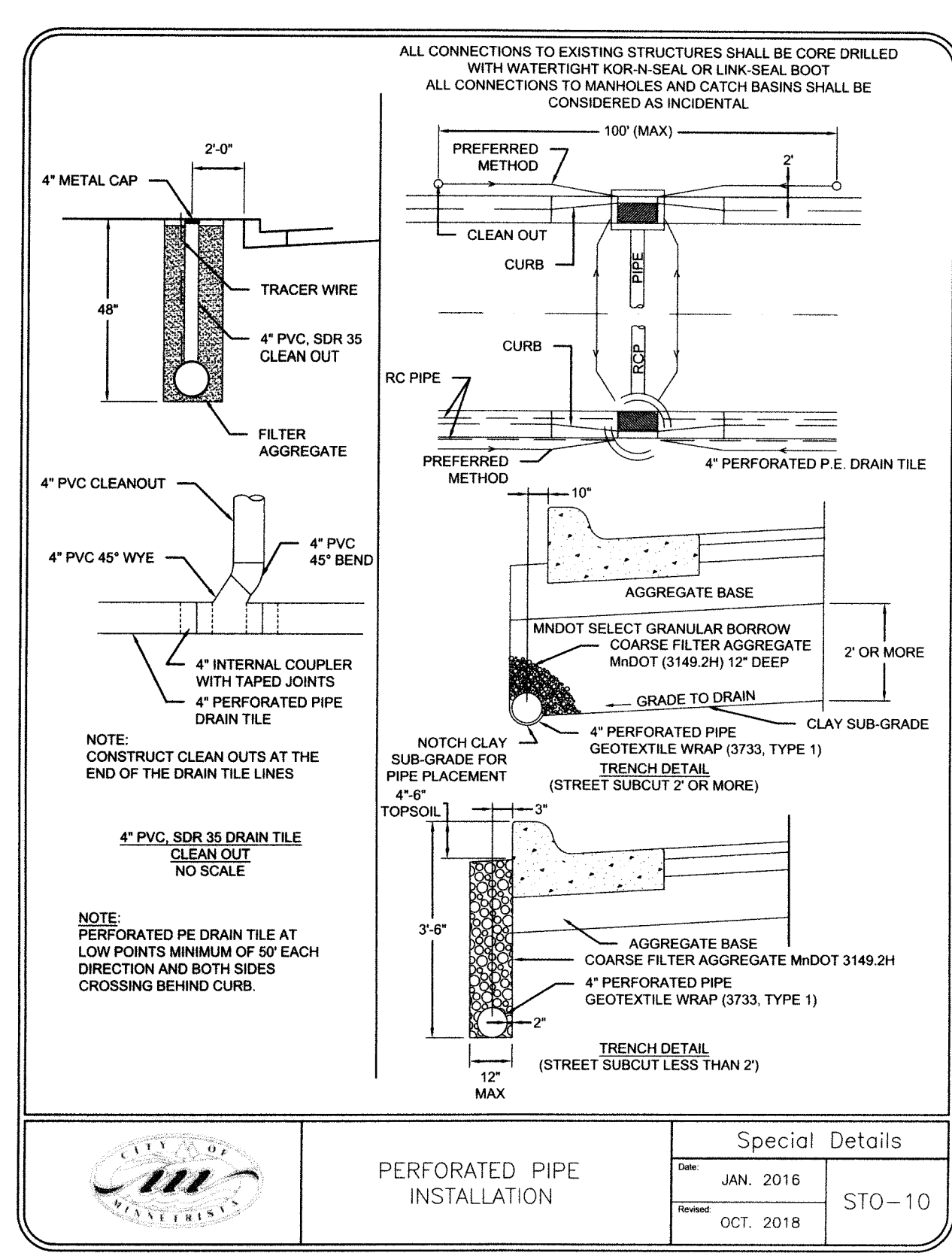
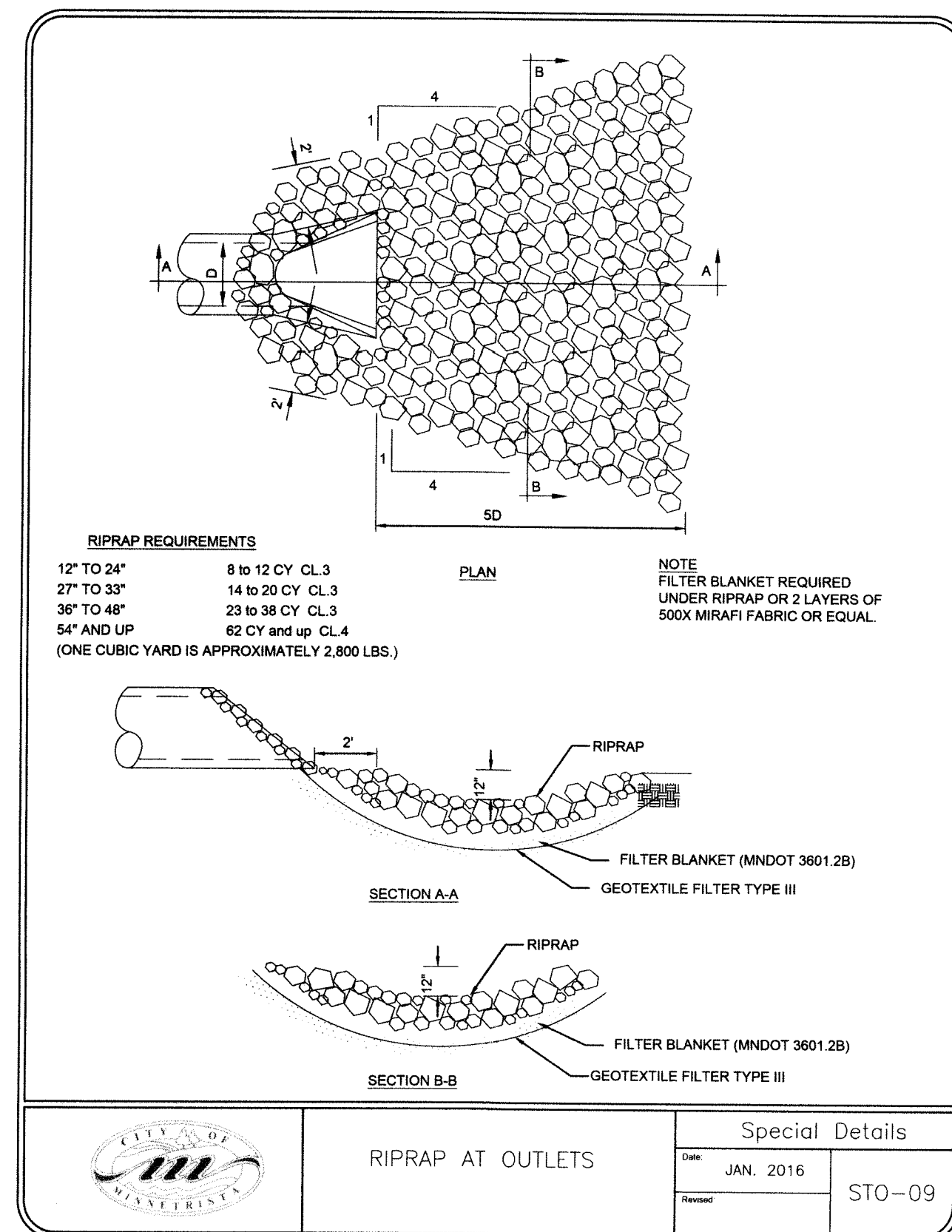
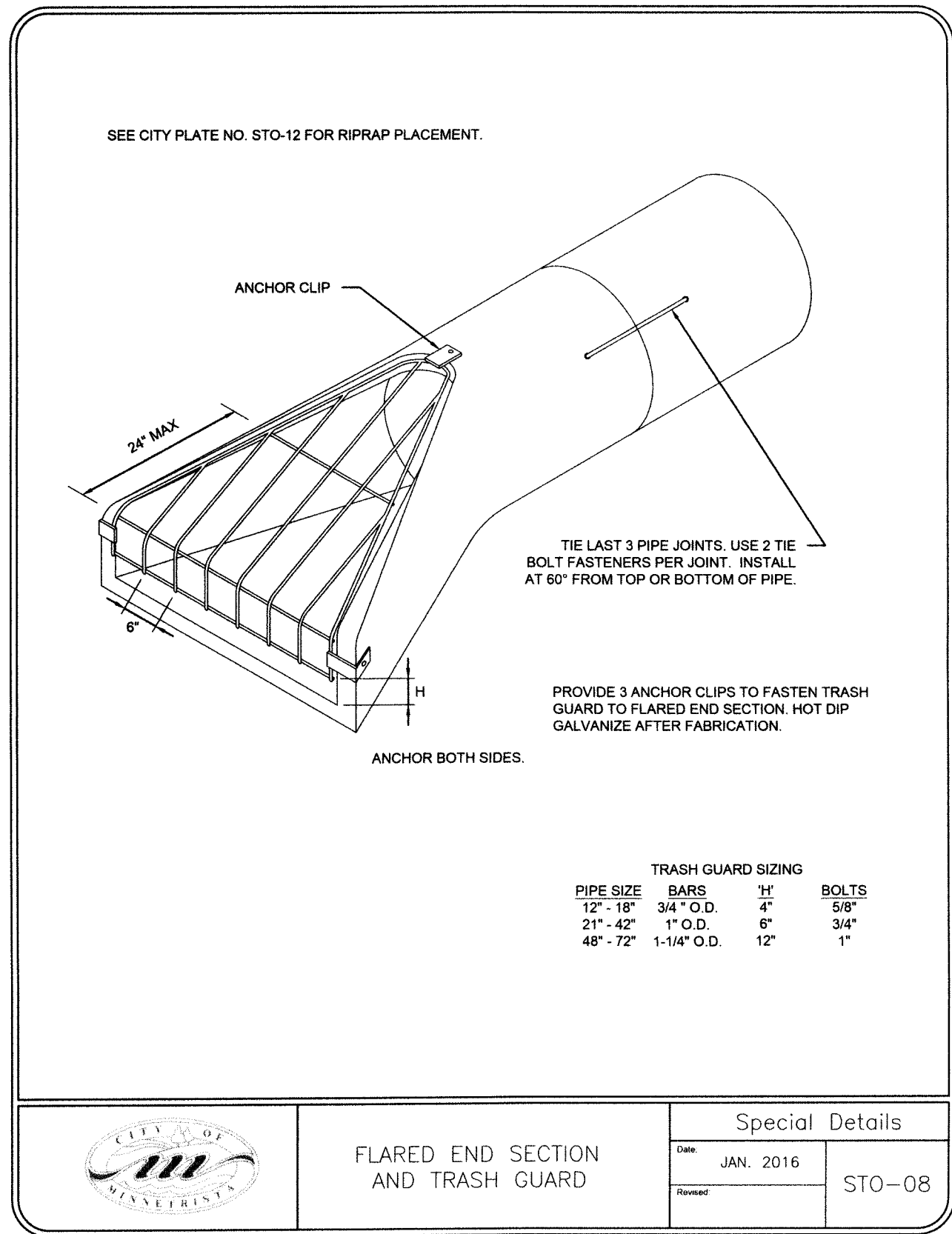
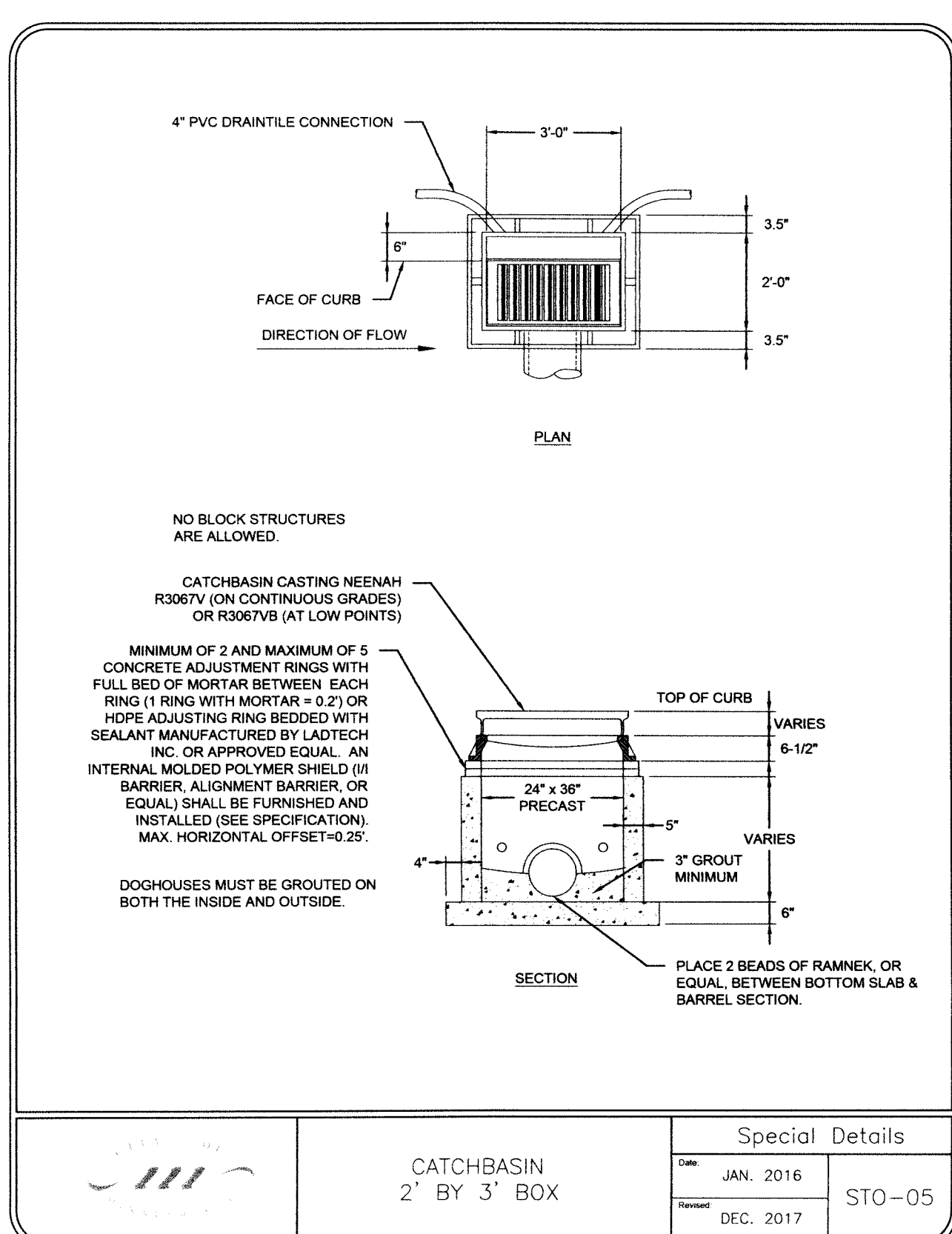
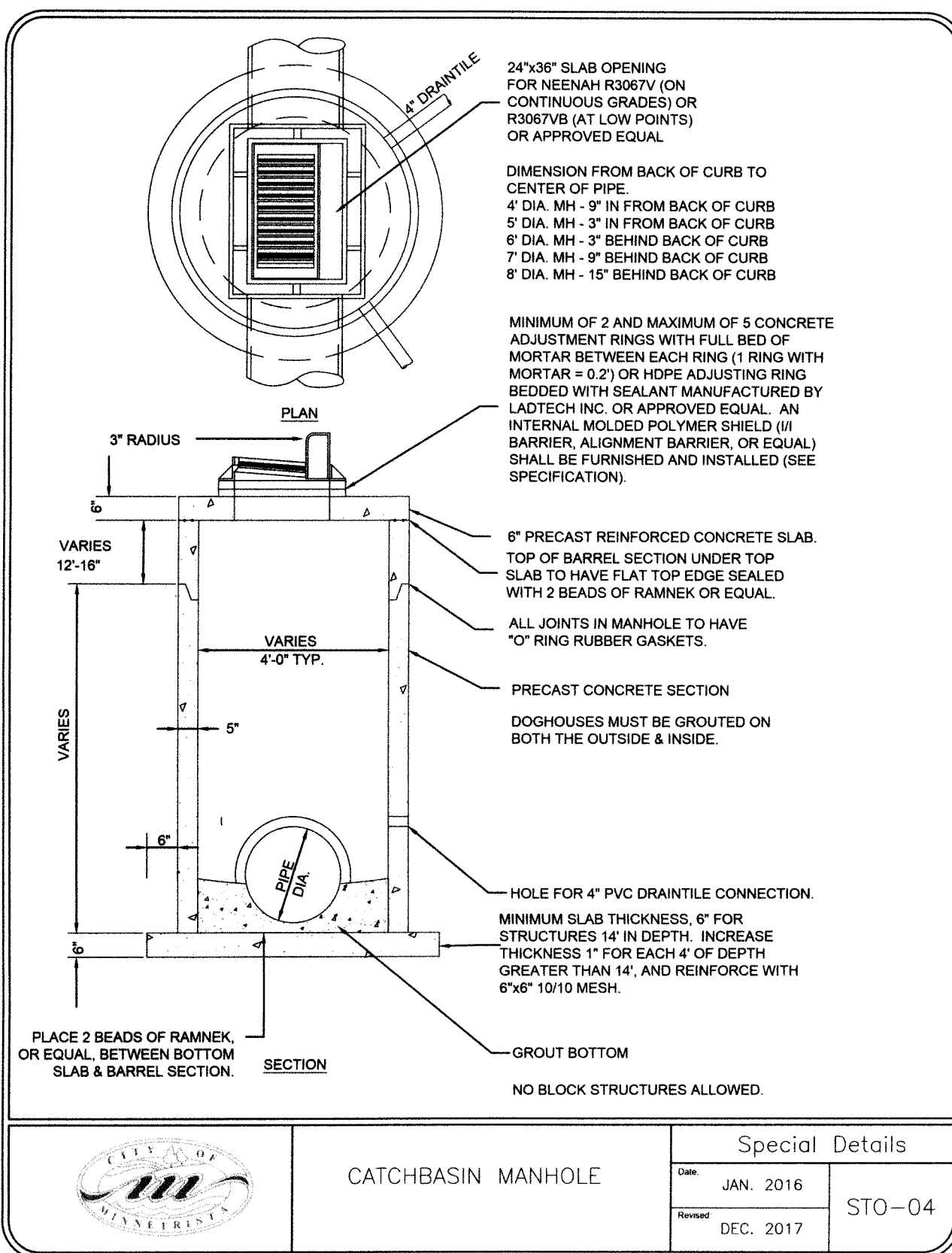
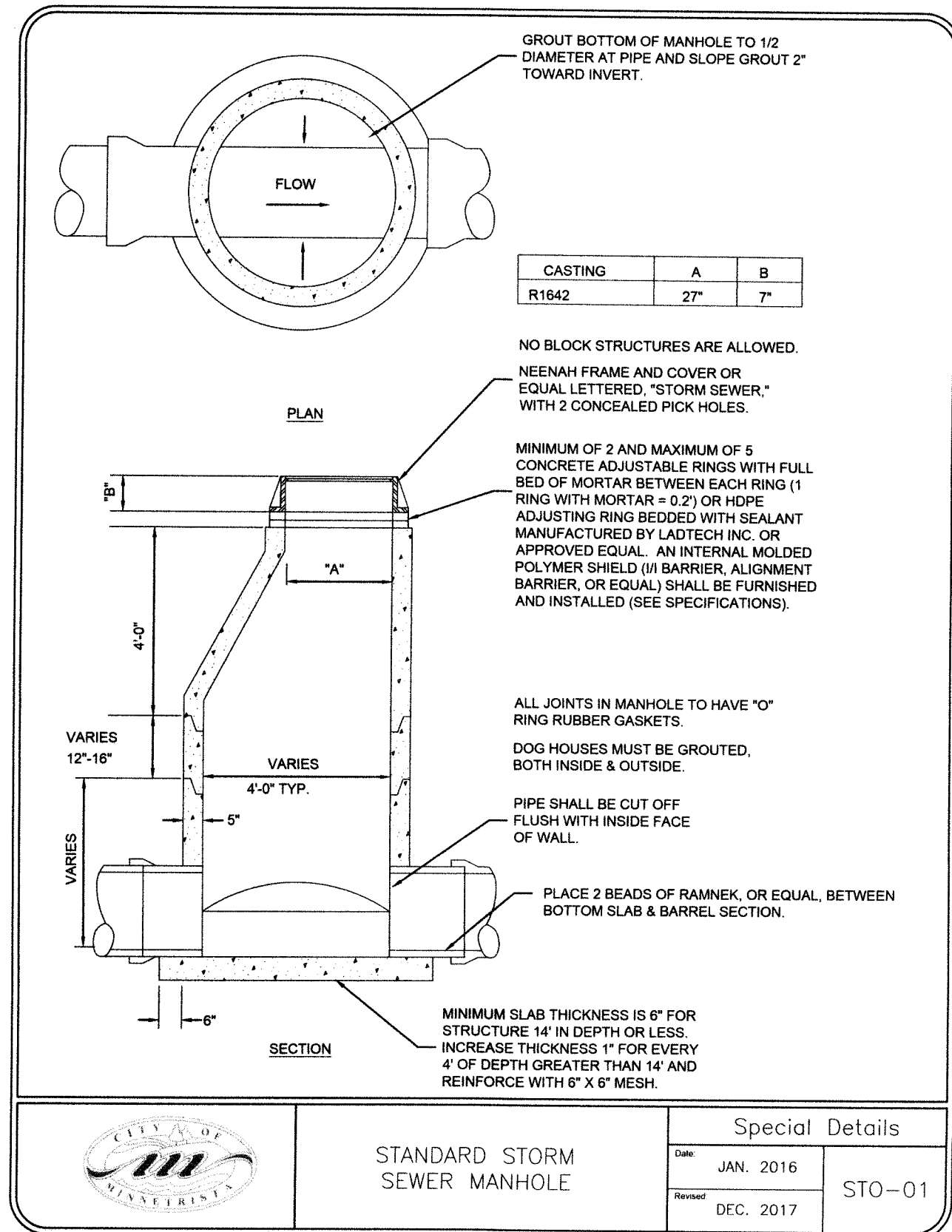
Mark J. Gronberg
DATE: 7-31-19 MINN. LICENSE NUMBER: 12 255

DESIGNED	DRAWN	CHECKED
REVISIONS	REMARKS	
DATE	BY	
2-12-19		
5-10-19		
6-5-19		
7-2-19		
7-31-19		

12
DETAILS

JENNINGS BAY VILLAS

STANDARD PLATES AND DETAILS



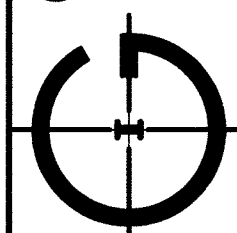
JENNINGS BAY VILLAS

BUFFER PLANTING, MAINTENANCE & MONITORING PLAN

For the additional buffer area being created to mitigate buffer areas being disturbed the following items will be necessary.

- The soils will be decompacted to a depth of 18 inches and organic matter must be incorporated into the soils before revegetation, and decompaction shall be accomplished solely by incorporation of organic matter within the drip line or critical root zone of trees or within 10 feet of underground utilities.
 - Planting of this buffer shall be with BWSR mix W7 using pure live seed at 10 lbs/acre supplied by Ramy Turf or equal. The planting area shall be prepared by using herbicide control and then disking and raking followed by broadcast seeding.
 - Monitoring will be conducted in accordance with Section 10 of the Minnehaha Creek Watershed District Wetland Protection rule. For the first 5 years maintenance of the buffer area shall be undertaken by watering, burning, mowing and herbicide control. Invasive species will be monitored as well and removed if they appear in the buffer. Specific invasive species that seem likely to appear are reed canary grass and Canada thistle and purple loosestrife.
 - Upon final establishment, wetland buffers shall contain little or no bare soil and shall exhibit a dominance of native vegetation.
 - The applicant shall submit to the District an annual Wetland Buffer Inspection Report on or before January 1 of each year for five years. Alternatively, applicants may request that the District perform the Wetland Buffer Inspection and produce the report for a fee equal to the District's actual costs to perform the work.
- The annual Wetland Buffer Inspection Report shall include:
- Site plan showing:
 - Location of permitted buffer area;
 - Area of bare soil or erosion;
 - Areas of invasive vegetation; and
 - Location and type of any encroachments on the buffer (structures, unapproved mowing, trails, etc.)
 - Color photos of the wetland buffer taken during the growing season. Vantage points for these photos shall be labeled on the site plan.
 - Description of buffer vegetation including dominate species and their estimated cover.
 - Comparison of the species present to the approved planting/seeding plan.
 - A written narrative that identifies the management strategies that will be utilized during the upcoming growing season to manage invasive species, improve percent vegetative cover and species diversity, and mitigate any encroachments on the buffer.

GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



DATE: 12-18-17
SCALE: AS SHOWN
SHEET: 16-280

DESIGNED: [Signature]
DRAWN: [Signature]
CHECKED: [Signature]

DATE: 7-31-19
MINN. LICENSE NUMBER: 12755

REVISIONS

REMARKS

DATE

BY

2-12-19

5-16-19

6-5-19

7-2-19

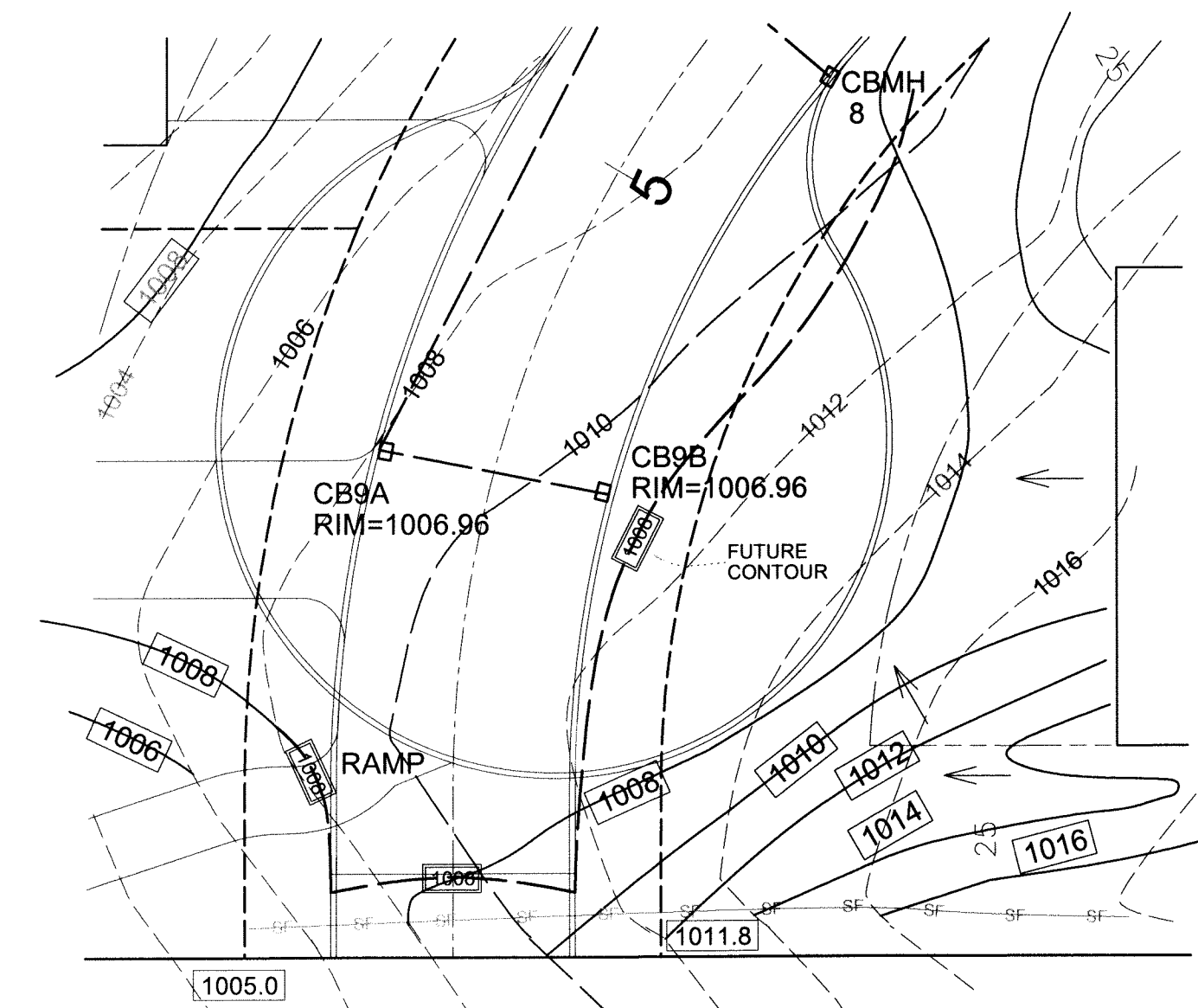
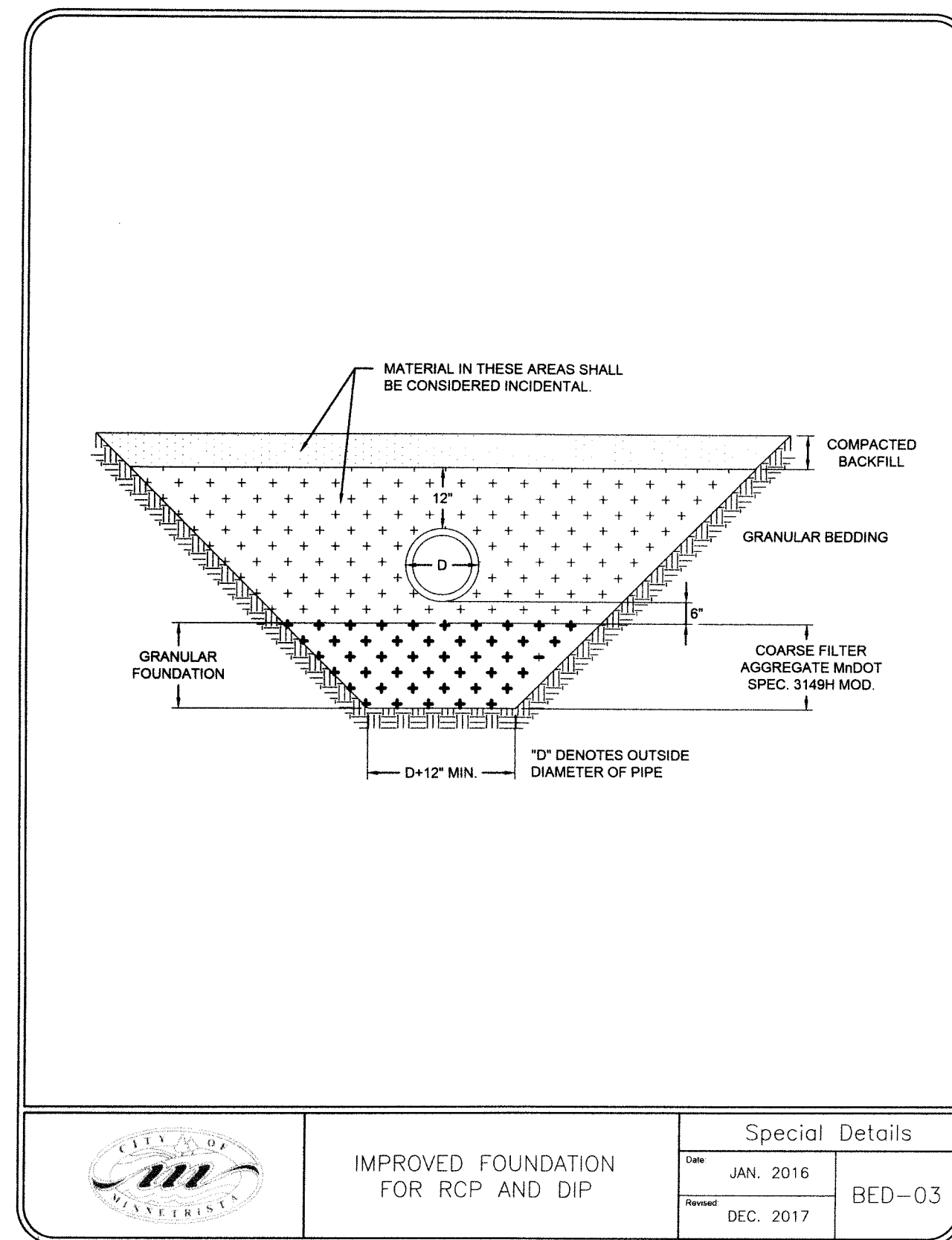
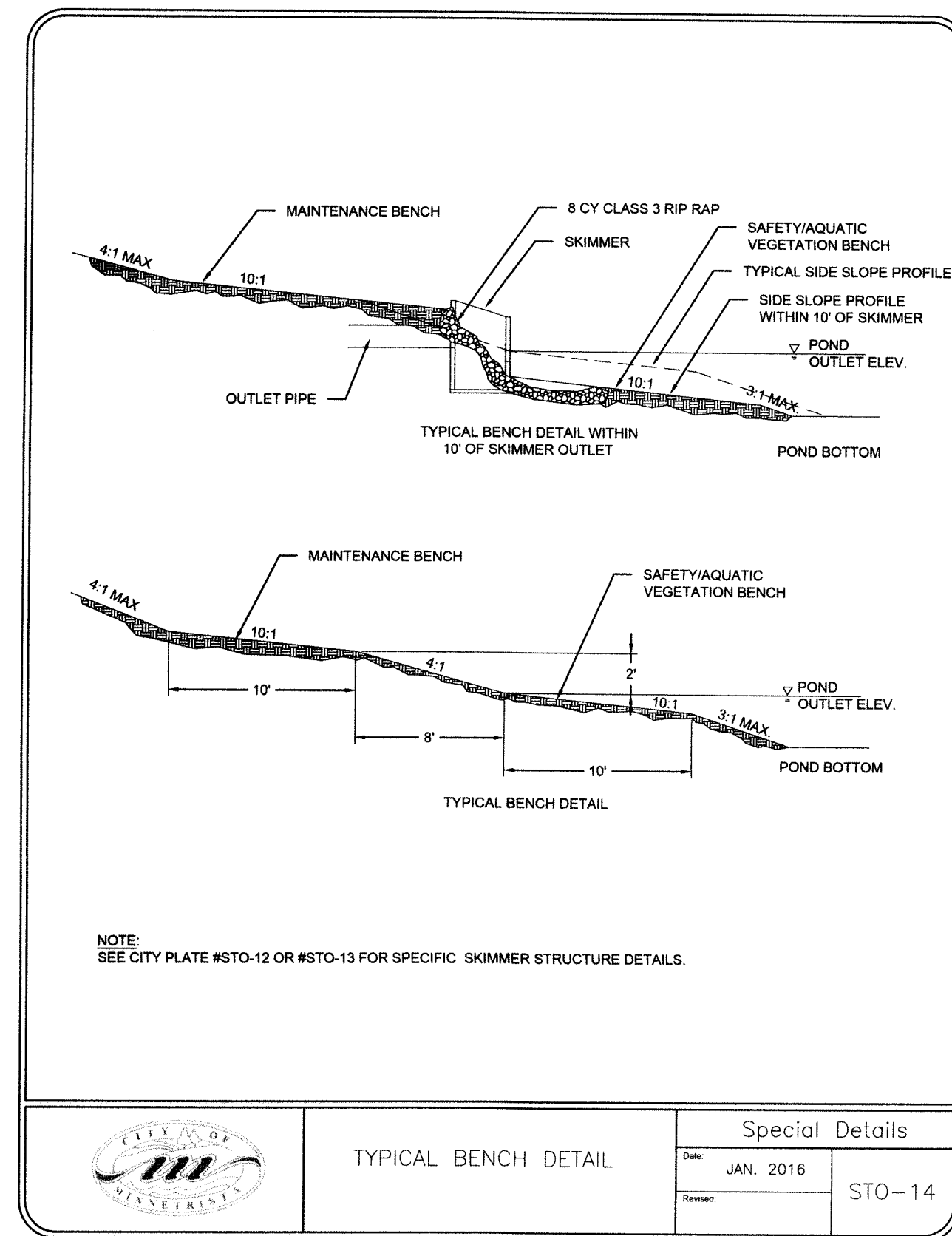
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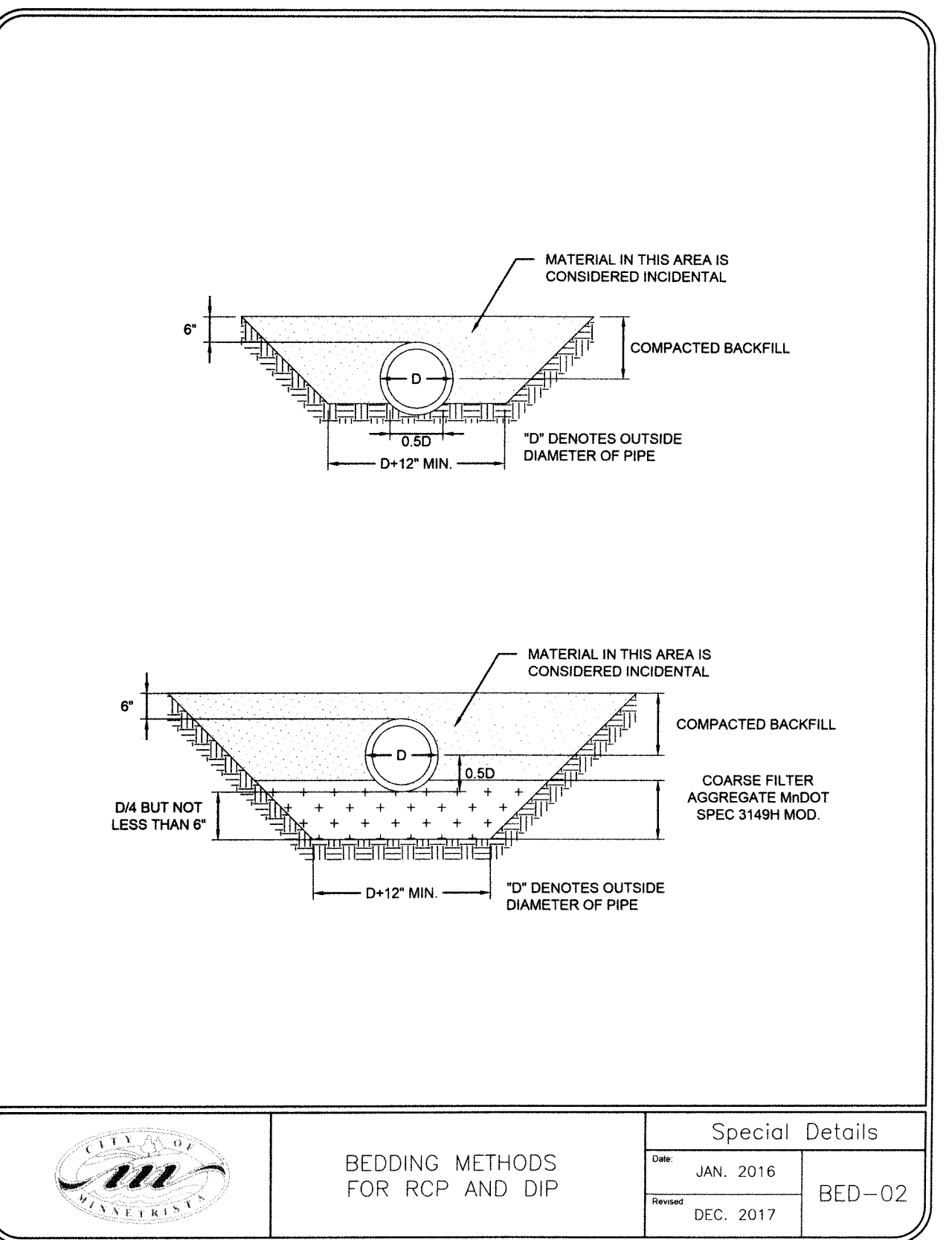
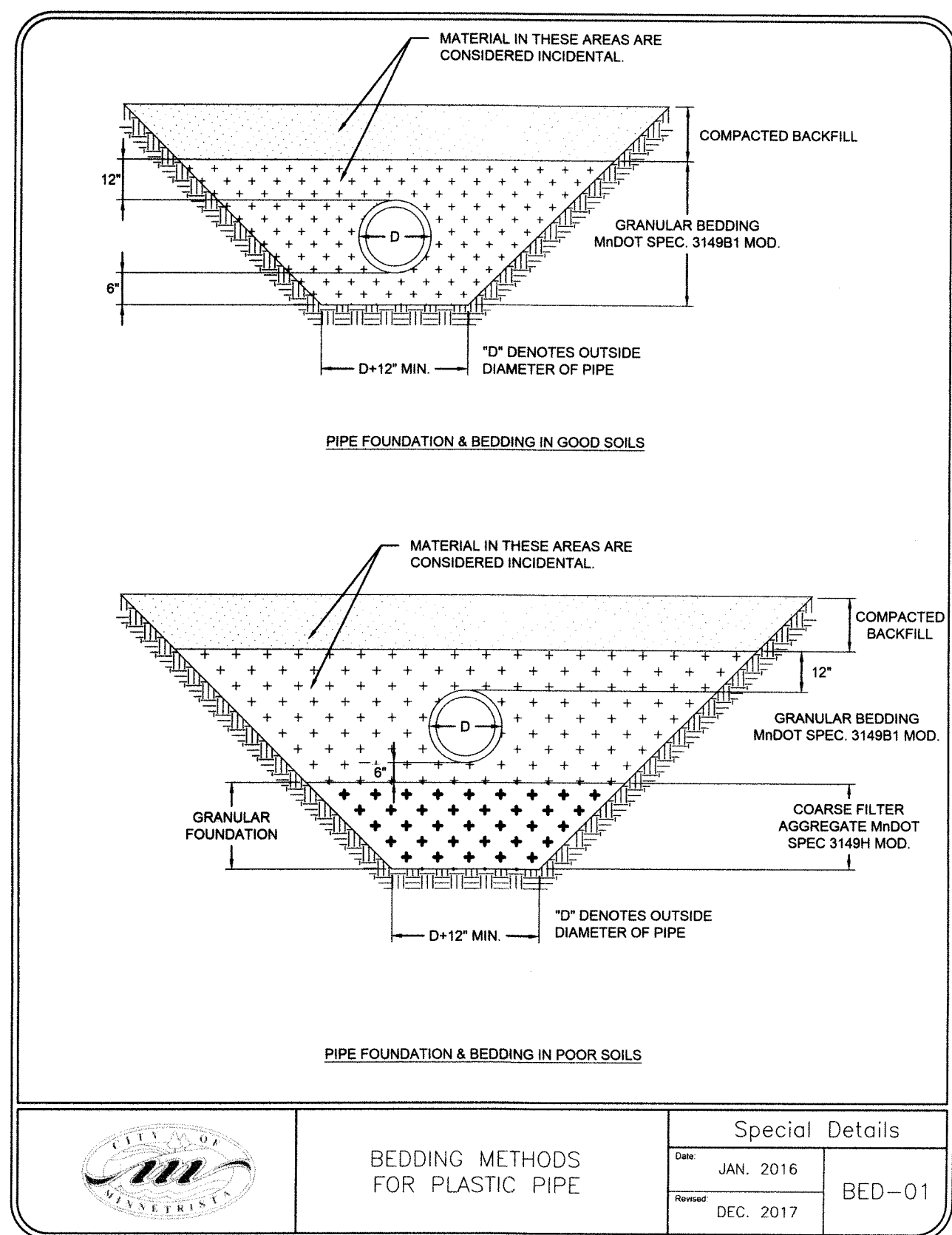
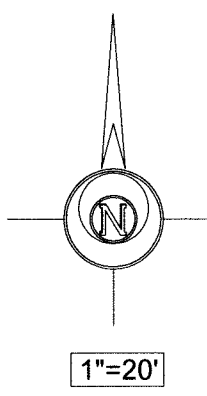
DETAILS

JENNINGS BAY VILLAS

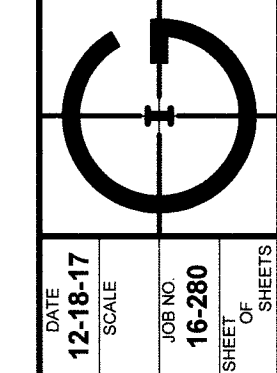
STANDARD PLATES AND DETAILS



DETAIL OF GRADES AFTER REMOVAL OF TEMPORARY CUL-DE-SAC



GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



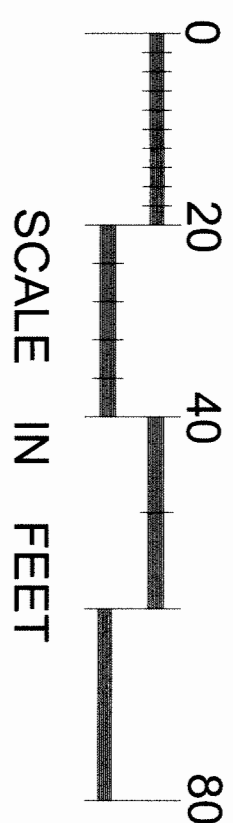
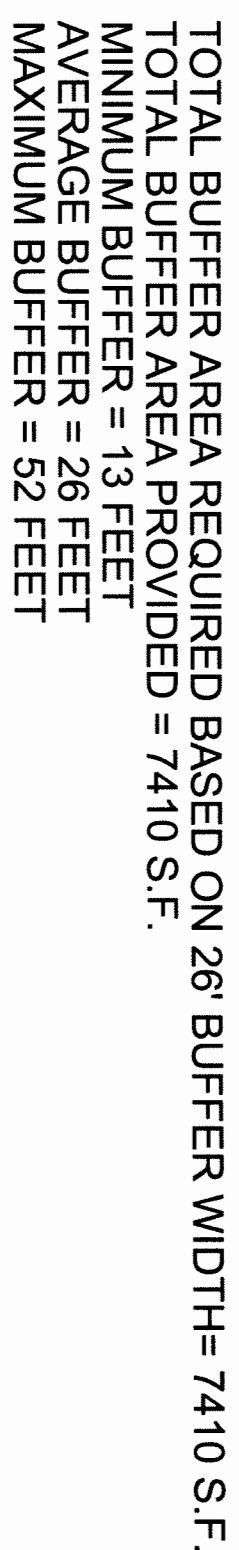
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Michael J. Gronberg
DATE: 7-31-19 MINN. LICENSE NUMBER: 12755

DESIGNED		REVISIONS	
DATE	BY	DATE	BY
7-31-19	14	DATE	BY
7-31-19	14	DATE	BY
7-31-19	14	DATE	BY

ALL CONSTRUCTION & MATERIALS TO BE IN ACCORDANCE WITH THE LATEST SPECIFICATIONS FOR THE CITY OF MINNETRISTA, MNDOT & THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM).

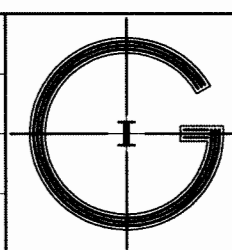
WETLAND BUFFER DETAIL RETAINING WALL DETAIL



15

DESIGNED	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. 
DRAWN	
CHECKED	
DATE <u>7-31-19</u> MINN. LICENSE NUMBER <u>12755</u>	

DATE 7-31-19 MINN. LICENSE NUMBER 12755



GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435

Tree list

Code	Qty	Common/ botanical name	Size	Spacing O.C.
LSA	21	Sentry Linden / Tilia americana 'Mckensy'	40" B&B	As shown
LRA	22	Redmond Linden / Tilia americana 'Redmond'	40" B&B	As shown
ABM	29	Autumn Blaze Maple / Acer x freemontii 'Jeffersred'	40" B&B	As shown
ELM	23	Emerald Lustre Maple / Acer platanoides 'Pond'	40" B&B	As shown
GMM	33	Green Mountain Maple / Acer saccharum 'Green mountain'	40" B&B	As shown
RBT	32	River Birch / Betula nigra	40" B&B	As shown
PSC	18	Pink Spires Crabapple / Malus 'Pink spires'	40" B&B	As shown
RSC	22	Red Splendor Crabapple / Malus 'Red splendor'	40" B&B	As shown
SSC	27	Spring Snow Crabapple / Malus 'Spring snow'	40" B&B	As shown
PFC	18	Prairie Fire Crabapple / Malus 'Prairie fire'	40" B&B	As shown
RRC	21	Royal Raindrops Crabapple / Malus 'Royal raindrops'	40" B&B	As shown
NPO	12	Northern Pin Oak / Quercus ellipsoidalis	40" B&B	As shown
BOT	9	Bur Oak / Quercus Macrocarpa	40" B&B	As shown
BHS	28	Black Hills Spruce / Picea glauca densata	12 FT b&b	As shown
WST	5	White Spruce / Picea glauca	12 FT b&b	As shown
CBS	26	Colorado Blue Spruce / Picea pungens	12 FT b&b	As shown
NPT	25	Norway Pine / Pinus resinosa	12 FT b&b	As shown
WPT	25	White Pine / Pinus strobus	12 FT b&b	As shown
	406	Total Trees - 16240 inches		

JENNINGS BAY

VILLAS



LANDSCAPES
UNLIMITED

Date: 2-10-18 321 Broadway AVE, Suite 5, Saint Paul Park, MN 55071

Drawn by - Mike Kling Office - 651-216-2883 cellular - 612-508-1045



Scale'' 1'' = 30'



August 14, 2019

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

Re: Jennings Bay Villas Plan Review– Sixth submittal
ML No. 18020
WSB Project No. 12767-000

Dear Mr. Olson:

We have completed our review of the revised plat and construction plan submittal for the proposed Jennings Bay Villas, as requested. The project is on the west side of County Road 19 between Red Oak Lane and Grand View Avenue. Plans and documents are dated July 30 and August 14, 2019, prepared by Gronberg & Associates, Inc. The following review comments represent recommendations from an engineering standpoint appropriate for construction plan review level. Based on our review of the plan, we have the following comments:

GENERAL

1. Note, prior to the start of any site construction, permits will need to be obtained from the following agencies and copies provided to the City;
 - a. MPCA Construction Stormwater General Permit
 - b. MPCA Sanitary Sewer Extension Permit
 - c. Minnehaha Creek Watershed District
 - d. Minnesota Department of Health for Watermain Extension
 - e. Hennepin County Transportation for work in County right of way

STORM WATER MANAGEMENT

1. See the enclosed storm water management review memo dated August 14, 2019.
 - Stormwater management submitted meets City requirements.

GRADING PLAN

1. Provide the revised EOF for the low point at the end of the road. Remove the one currently associated with CBMH 9.
2. The front/garage elevation of Lot 8 Block 1 needs to be raised 1' to agree with the revised proposed contours.

UTILITIES

Storm Sewer

1. Switch the storm sewer from the west side of the road between CBMH 9A and CBMH 9 so it is on the east side of the road between CBMH 9B and CBMH 8 away from the watermain. CBMH 9A can be shown as a 2'x3' structure while CBMH 9B a 48" structure.
2. Adjust the low point and the corresponding storm drainage structures (9A, 9B) to the end of the cul de sac. Establish or verify the crown of the cul de sac allows drainage to flow from the entire center of the cul de sac out to the surrounding curb.

STREETS

1. The turn lane plan will need County review and approval by the County Engineer.
2. Advisory speeds are to be placed on the same post as the advanced curve ahead signs.
3. Increase the centerline road grade at the south end such that the curb grade in the cul de sac maintains a grade of at least 0.5%.

DETAILS

1. Update the future cul-de-sac grading detail to include the current proposed contours, curb, storm structures, etc. as existing (screened); while the future contours and future curb line should be emphasized or in bold.

We have been corresponding with the developers engineer, and they are currently making revisions mentioned above. The items above are considered minor for the City improvements, and we recommend the city approve the plans contingent on the items above being resolved prior to the start of construction.

The development agreement and financial securities will need to be posted with the City prior to authorization to begin construction are granted.

FINANCIAL SECURITY

1. We have reviewed the developer submitted construction costs and recommend the following for the letter of credit:

Grading and Erosion Control (25% of grading/EC/Wall)	\$ 78,517.50
Sanitary Sewer	\$119,908.94
Watermain	\$103,997.40
Storm Sewer	\$143,765.00
Streets (internal development)	\$194,532.00
Streets (CSAH 19)	\$ 45,000.00

Based on the items evaluated and the estimated costs, the items creating the greater risk to the city in order of sequence is the storm sewer, streets and 25% of grading and erosion control. We are not including the CSAH 19 turn lane construction in the calculations, since our review indicates the submitted turn lane does not appear to meet County minimum requirements. We recommend the following amount for the letter of credit:

Grading/Erosion	Storm	Streets		
\$78,517.50	+	\$143,765.00	+	\$194,532.00 =
				\$416,814.50
				x 150% Total
				recommended LOC = \$625,221.75

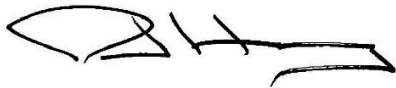
Initial sealcoat escrow amount = 2100 SY x \$2/SY = **\$4,200.00**

We recommend the minimum financial security for the project in the amount of \$625,221.75 and an initial sealcoat (crack fill) escrow in the amount of \$4,200.

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

Sincerely,

WSB



Paul Hornby, P.E.
Senior Project Manager

cc: Alyson Fauske, City Engineer
Mike Olmstead, Permits Supervisor – Hennepin County Transportation
Operations
Mark Gronberg, Gronberg & Associates, Inc.

Memorandum

To: Paul Hornby, PE

From: Jeff Sandberg, PE
Joey Abramson, PE

Date: August 14, 2019

Re: Plan Review, Submittal 6, Jennings Bay Villas
WSB Project No. R-012767-000

We have reviewed the documents provided by Gronberg & Associates, Inc. for the Jennings Bay Villas including:

- JBV Entire Plan – 7-31-19 (PDF)
- JBV 7-10-19 city letter responses (PDF)

This is a follow-up review of one completed on July 10, 2019. All outstanding comments have been addressed satisfactorily. There are no new comments from this review.

RESOLUTION NO. 96-19

CITY OF MINNETRISTA

**RESOLUTION GRANTING FINAL APPROVAL OF
THE PLAT OF JENNINGS BAY VILLAS**

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

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

WHEREAS, Jennings Bay, Inc., a corporation formed under the laws of the state of Minnesota, (the “Applicant”) is the fee owner of the land being platted as Jennings Bay Villas (the “Property”) and which is legally described in Exhibit A attached hereto; and

WHEREAS, on September 5, 2018, the City adopted Resolution No. 151-17 granting preliminary approval of the plat of Red Oak Woods, which was later renamed Jennings Bay Villas by the Applicant with the approval of the City; and

WHEREAS, the Applicant has now requested final approval of the plat of Jennings Bay Villas and has submitted the necessary documents related to the final plat; and

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

WHEREAS, the final plat of Jennings Bay Villas will create 13 lots and 1 outlot.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Minnetrista, Minnesota that the City makes the following findings of fact regarding the final plat of Jennings Bay Villas:

1. The final plat is consistent with the City's comprehensive plan and, as conditioned herein, its zoning ordinance, its subdivision regulations and its other official controls.
2. The final plat is consistent with the terms and conditions of preliminary plat approval, including the time for submission of the final plat following preliminary plat approval.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that final approval is granted to the plat of Jennings Bay Villas, subject to the following terms and conditions:

1. The Applicant shall obtain all proper permits from the Minnehaha Creek Watershed District, Minnesota Department of Natural Resources, Minnesota Pollution Control Agency, the United States Army Corps of Engineers and all other required permits from agencies having jurisdiction over the development of Jennings Bay Villas;
2. No building permit will be issued until the sanitary sewer and water utilities have been completed for that area in accordance with the plans or as otherwise acceptable to the city engineer;
3. The Applicant must execute a development agreement in a form satisfactory to the City to ensure the construction of public improvements within the development and other matters related thereto;
4. Three copies of the final plat, mylars, a certified copy of the final plat, and an electronic digital copy of the final plat must be presented to the City;
5. The final plat shall be recorded within 180 days of the date of the plat of Jennings Bay Villas is executed by the City;
6. The Applicant must reimburse the City for all fees and costs incurred by the City in review of this application;
7. The Developer shall install all improvements shown on the plans dated July 31, 2019 and any additional improvements required by the development agreement. The design of all such improvements is subject to review and approval of the city engineer before the commencement of construction;
8. The Developer shall provide to the City a letter of credit in the amount determined by the city engineer to be sufficient to ensure completion of the required improvements prior to the commencement of construction;
9. The Developer shall comply with the city attorney's recommendation regarding title matters and recording procedures;
10. The city planner is authorized and directed to execute a sign permit for the subdivision entry monument signs; and

11. The mayor and city clerk are authorized and directed to execute the final plat only after notification by the city engineer that they are satisfied with the Developer's plans for the subdivision improvements.

This resolution was adopted by the City Council of the City of Minnetrista on the 19th day of August, 2019 by a vote of _____ ayes and _____ nays.

Lisa Whalen, Mayor

ATTEST:

Kris Linquist, City Clerk

EXHIBIT A

Legal Description of the land being platted as Jennings Bay Villas

Lot C, Fair View Park Lake Minnetonka, Hennepin County, Minnesota.

RESOLUTION NO. 97-19

CITY OF MINNETRISTA

**RESOLUTION AUTHORIZING EXECUTION OF A
SUBDIVISION AGREEMENT WITH JENNINGS BAY VILLAS, INC.**

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

WHEREAS, Jennings Bay Villas, Inc., a corporation formed under the laws of the state of Minnesota (the “Developer”) applied for and received preliminary plat approval for the plat previously known as Red Oak Woods on September 5, 2017 to plat the property legally described as

Lot C, Fair View Park Lake Minnetonka, Hennepin County, Minnesota.

; and

WHEREAS, the Developer has since changed the name of the plat to Jennings Bay Villas with the approval of the City; and

WHEREAS, the final plat of Jennings Bay Villas has been approved which creates 13 individual lots and 1 outlot; and

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

WHEREAS, execution by the parties of the Subdivision Agreement is a requirement of the final approval of the plat of Jennings Bay Villas before any construction of the project may begin.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Minnetrista, Minnesota that the mayor and city clerk are authorized and directed to execute the

Subdivision Agreement and related documents in the general form attached hereto, on behalf of the City.

This resolution was adopted by the City Council of the City of Minnetrista on the 19th day of August, 2019 by a vote of _____ ayes and _____ nays.

Lisa Whalen, Mayor

ATTEST:

Kris Linquist, City Clerk

EXHIBIT A

Form of Subdivision Agreement

SUBDIVISION AGREEMENT
BY AND BETWEEN
THE CITY OF MINNETRISTA
AND
JENNINGS BAY VILLAS, INC.
FOR
JENNINGS BAY VILLAS

This document drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300 (AMB)

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This Subdivision Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2019 by and between the city of Minnetrista, a municipal corporation under the laws of Minnesota (the “City”), and Jennings Bay Villas, Inc., a Minnesota corporation (the “Developer”).

WITNESSETH:

WHEREAS, the Developer is the fee owner of the property located within the City which is legally described on Exhibit A attached hereto (the “Property”); and

WHEREAS, on September 5, 2017, the Developer received preliminary approval to plat the Property as Red Oak Woods, subject to certain terms and conditions; and

WHEREAS, such preliminary plat approval required, as one condition, that the Developer submit its final plat for approval within 180 days of the date of the adoption of the preliminary plat approval; and

WHEREAS, the Developer received an extension to said 180-day timeframe pursuant to Resolution 27-18, which was adopted on February 5, 2018, and timely submitted an application thereunder; and

WHEREAS, the Developer has renamed the plat Jennings Bay Villas (the “Subdivision”); and

WHEREAS, the Developer has modified the Subdivision to lower the total number of units from 14 to 13, and has made other corresponding changes to the setbacks and other dimensional standards related to the Subdivision; and

WHEREAS, the City had previously adopted Ordinance number 449 which included the rezoning of the Property to a Planned Unit Development and provided the applicable setbacks and other dimensional standards which shall apply to the Property, and thereafter the City adopted Ordinance number 455 which repealed and replaced Ordinance number 449 to reflect the changes made by the Developer in limiting the overall number of lots within the Subdivision; and

WHEREAS, the Developer has now applied for final approval of the plat of the Subdivision, and such application was within the amended timeline allowed by the City; and

WHEREAS, the City has reviewed the final plat and has determined, subject to the terms contained herein and the terms and conditions of final plat approval, that the final plat of the Subdivision complies with city ordinances and terms and conditions of preliminary plat approval; and

WHEREAS, the approval of the final plat of Jennings Bay Villas is contingent upon the Developer entering into a subdivision agreement satisfactory to the City regarding the Subdivision.

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

1. Right to Proceed.

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

- a) the final plat of Jennings Bay Villas has been recorded with Hennepin County;
- b) this Agreement has been executed by the Developer and the City and recorded with Hennepin County;
- c) the required Letter of Credit (as hereinafter defined) has been received by the City from or on behalf of the Developer;
- d) final engineering and construction plans in digital form for the Subdivision Improvements (as hereinafter defined) have been submitted by the Developer and approved by the city engineer;
- e) the Developer has reimbursed the City for all legal, engineering and administrative expenses incurred to date by the City regarding the Subdivision;
- f) the Developer has executed the Stormwater Maintenance Agreement in the form attached hereto as Exhibit C;
- g) all erosion control measures are in place;
- h) the Developer has received all required permits from the Minnehaha Creek Watershed District, the Minnesota Pollution Control Agency, the Minnesota Department of Health, the Metropolitan Council, Hennepin County and any other entity having jurisdiction over the Subdivision;
- i) the Developer has paid the sanitary sewer and water trunk charges, the siren fee, sanitary sewer connection charge, tree replacement fee, and the park dedication fee required by this Agreement;
- j) the Developer or the Developer's engineer has initiated and attended a preconstruction meeting with the city engineer and staff; and
- k) the City has issued a notice that all conditions precedent have been satisfied and that the Developer may proceed.

2. Plans; Subdivision Improvements. a) The Developer agrees to develop the Subdivision in accordance with this Agreement, the final plat of Jennings Bay Villas , and the terms and conditions of City resolution number 151-17 and City Ordinance number 455, which resolutions and ordinances are hereby incorporated by reference into this Agreement and made a part hereof. The Developer also agrees to construct all required Subdivision Improvements within the Subdivision in accordance with the approved engineering and construction plans (collectively, the "Plans"). The documents which constitute the Plans are those on file with and approved by the

City and are listed on Exhibit B attached hereto. The Plans may not be modified by the Developer without the prior written approval of the City.

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

1. site grading;
2. sanitary sewer;
3. street;
4. municipal water distribution system;
5. stormwater improvements, including both the stormwater sewer and the private stormwater facilities;
6. street signs and lighting; and
7. landscaping.

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

3. Erosion Control. a) All construction regarding the Subdivision Improvements shall be conducted in a manner designed to control erosion and in compliance with all City ordinances and other requirements, including the City’s current permit with the Minnesota Pollution Control Agency regarding municipal separate storm sewer system program. No portion of the Property may be graded before an erosion control plan approved by the City is implemented. The City may impose additional reasonable erosion control requirements after the City’s initial approval if the City deems such necessary due to a change in conditions. All areas disturbed by grading shall be reseeded promptly after the completion of the work in that area unless construction of utilities, buildings or other improvements is anticipated immediately thereafter. Except as otherwise provided in the erosion control plan, seed shall provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion.

b) If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems reasonably necessary to control erosion based on the urgency of the situation. The City agrees to make reasonable efforts to provide notice to the Developer in advance of any proposed action, including notice by telephone or email in the case of emergencies, but no or limited notice by the City when conditions so dictate will not affect the Developer’s obligations or the City’s rights hereunder.

c) The Developer agrees to reimburse the City for all expenses it incurs in connection with any action it takes to control erosion. No grading or construction of the

Subdivision Improvements will be allowed and no building permits will be issued within the Subdivision unless the Developer is in full compliance with the erosion control requirements. The erosion control measures specified in the Plans or otherwise required within the subdivision shall be binding on the Developer and its successors and assigns.

4. Site Grading; Haul Routes. a) All site grading must be done in compliance with the Plans, required erosion control measures and all requirements of the Minnesota Pollution Control Agency regarding contaminated soils. Within 30 days after completion of the grading, or such other period acceptable to the City's engineer, the Developer shall provide the City with an "as constructed" grading plan and a certification by a registered land surveyor or engineer.

b) The Developer agrees that any fill material which must be brought to or removed from the Subdivision while grading or during construction of the Subdivision Improvements or any homes within the Subdivision will be transported using the haul route. The established haul route shall be County Road 19.

5. Construction of Subdivision Improvements. a) All Subdivision Improvements shall be installed in accordance with this Agreement, the Plans, all other city approvals, the City's subdivision regulations, the City's engineering standards (as hereinafter defined) for utility construction and the requirements of the reports from the City engineer dated July 17, 2017, September 20, 2018, March 1, 2019, March 8, 2019, and August 14, 2019 respectively. The Developer shall submit plans and specifications for the Subdivision Improvements prepared by a registered professional engineer. The Developer shall obtain any necessary permits from the Minnehaha Creek Watershed District, the Minnesota Pollution Control Agency, the Minnesota Department of Health, the Metropolitan Council, Hennepin County and any other agency having jurisdiction over the Subdivision before proceeding with construction. The City shall inspect all work at the Developer's expense. The Developer, its contractors and subcontractors shall follow all instructions received from the City's inspectors. Prior to beginning construction, the Developer or the Developer's engineer shall schedule a preconstruction meeting with all parties concerned, including the City staff and engineers, to review the program for the construction work.

b) No building permit shall be issued for any structure within the Subdivision until street, sanitary sewer, and water are available to the lot to be constructed upon. If building permits are issued prior to the completion and acceptance of all Subdivision Improvements serving any lot, the Developer assumes all liability and costs resulting in delays in completion of the Subdivision Improvements and damage to the Subdivision Improvements caused by the City, the Developer, or their contractors, subcontractors, materialmen, employees, agents, or third parties. No temporary or permanent certificate of occupancy shall be issued for any structure within the Subdivision until all utilities have been completed for the Subdivision and as more fully specified in section 19 of this Agreement. All utilities within the Subdivision shall be placed underground. Additionally, no more than one building permit shall be issued for the Subdivision until the bituminous base course is constructed. Notwithstanding anything to the contrary, the City shall allow the Developer to construct up to four model homes within the Subdivision if, in the City's discretion, adequate access has been provided to allow access to

such model home(s) by City inspectors, emergency services, and any other persons who may need to access the model home site before full street access has been provided.

c) Within 45 days after the completion of the Subdivision Improvements, the Developer shall supply the City with a complete set of reproducible “as constructed” plans and three complete sets of paper “as constructed” plans, each prepared in accordance with City standards and in AutoCAD format based on Hennepin County coordinates. Sanitary sewer, water and stormwater “as constructed” plans shall also be submitted to the City in GIS format compatible with ArcMap 10 in the coordinates and with the attributes directed by the City engineer. Iron monuments must be installed in the Subdivision in accordance with state law. The Developer’s surveyor shall submit a written notice to the City certifying that the monuments have been installed. All Subdivision Improvements required by this Agreement shall be completed by no later than September 30, 2020, except as specifically noted otherwise in this Agreement.

d) The Developer agrees to require its contractor to provide the City with a warranty bond which covers against defects in labor and materials for the street, sanitary sewer, municipal water distribution system, storm water facilities, trees, and landscaping (the “Warrantied Improvements”) for a period of two years from the date of their acceptance by the City or from their completion if they are not to be dedicated to the City. During such period, the Developer agrees to repair or replace any Warrantied Improvements, or portion or element thereof, which shows signs of failure, normal wear and tear excepted. A decision regarding whether any of the Warrantied Improvements shows signs of failure shall be made by the City in the reasonable exercise of its judgment. If the Developer fails to repair or replace any defective Warrantied Improvements during the warranty period, the City may repair or replace the defective portion and may use the Letter of Credit, as hereinafter defined, to reimburse itself for such costs. The Developer agrees to reimburse the City fully for the cost of all Warrantied Improvements repairs or replacement if the cost thereof exceeds the remaining amount of the Letter of Credit. Such reimbursement must be made within 45 days of the date upon which the City notifies the Developer of the cost due under this section. If the Developer fails to make required payments to the City, the Developer hereby consents to the City levying special assessments for any unreimbursed amount associated with such costs against the lots within the Subdivision except those which have been sold to homeowners. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Subdivision of the repair or replacement of the Warrantied Improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.

6. Street. a) The Developer agrees to construct the public street within the Subdivision in accordance with City specifications and the Plans. The City’s specifications for the street to be constructed within the Subdivision are contained in the most recent edition of its engineering standards (the “Engineering Standards”), which is hereby incorporated into this Agreement by reference. If there is a conflict between the Plans and the Engineering Standards, the Engineering Standards shall prevail except when an alternative has been explicitly approved in writing by the City.

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

c) The street shall be completed by no later than the date for completion of all Subdivision Improvements, except that the final wear course of bituminous on the streets shall not be completed until two-thirds of the homes within the Subdivision have been completed or until two years from the date of the issuance of the first building permit, whichever occurs first.

d) The Developer agrees to pay to the City \$4,200.00 at the time of final plat approval as an escrow towards seal coating the street within the Subdivision. The escrow shall be used by the City to seal coat the street once within five years after completion. The City agrees to return to the Developer, without interest, any amount of the escrow in excess of the cost of the first seal coating within 60 days of completion of the seal coating.

e) In addition to the Developer's obligations to construct the street required herein, Developer is also further obligated to comply with any requirements of Hennepin County related to the construction of any improvements to County Road 19.

f) The Developer shall provide the City with a temporary cul-de-sac easement in the general form attached hereto as Exhibit G.

7. Trail. The Developer agrees to construct a trail which provides access to and encircles the fire pit to be constructed on Outlot A. The Developer shall further provide that the HOA, as hereinafter defined, is responsible for the maintenance and operation of such trail. Further, the Developer shall dedicate a trail easement ("Trail Easement") corridor to the City for the eventual construction of a trail extension connecting to the south boundary of the Property. A copy of the Trail Easement is attached hereto as Exhibit F.

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

9. Stormwater Improvements. a) The Developer agrees to construct certain stormwater facilities in accordance with the Plans and in compliance with all City requirements regarding such improvements (the "Stormwater Improvements"). The Stormwater Improvements include but are not limited to the pond and all other improvements constructed by

Developer as shown on the Plans and as defined in the Stormwater Maintenance Agreement attached hereto as Exhibit C.

b) The Stormwater sewer drainage inlets and pipes serving the Subdivision (the “Stormwater Sewer”) will be dedicated by the Developer to the City as public improvements upon completion and acceptance by the City. The City agrees to accept the Stormwater Sewer for maintenance once it is deemed by the City to have been constructed according to City specifications, including the Engineering Standards and Plans.

c) Certain of the Stormwater Improvements, specifically, the pond, inlet pipes, outlets, and outlet pipes serving the Subdivision (the “Private Stormwater Facilities”), will remain private and will be maintained by the Developer at its sole expense until taken over by the HOA, as herein defined. The City does not intend to accept the Private Stormwater Facilities as public and does not intend to maintain them. In order to meet the requirements of the Minnehaha Creek Watershed District and City code, the Developer agrees to enter into a Stormwater Maintenance Agreement with the City in the form attached hereto as Exhibit C. The purpose of the Stormwater Maintenance Agreement is to ensure that the Developer constructs the Stormwater Improvements and the HOA maintains the Private Stormwater Facilities and to give the City the right but not the obligation to do so if the Developer or the HOA fail in its or their obligations. The Stormwater Maintenance Agreement will be recorded against the land within the Subdivision and will run with the land. The Developer acknowledges that i) the Private Stormwater Facilities have not and will not be accepted by the City; ii) the City does not plan to maintain or pay for maintenance, repair or replacement of the Private Stormwater Facilities and that the Developer initially and the HOA ultimately will have responsibility for such work; iii) the City has the right but not the obligation to perform necessary work upon the failure or refusal by the Developer or the HOA to do so; and iv) if the City performs any work on the Private Stormwater Facilities, the City has the right to specially assess or otherwise recover the cost of such work against all the lots within the Subdivision which may exist at the time of such work.

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

10. Homeowners’ Association. The Developer intends to establish a homeowners’ association (the “HOA”), which includes all land within Jennings Bay Villas. The Developer further intends to transfer the ownership and ongoing maintenance responsibilities for all Subdivision Improvements which are not accepted by the City to the HOA, including the ownership of Outlot A for which the HOA shall be responsible for paying property taxes and any

other applicable charges. The Developer shall record a Declaration of Covenants (the "Declaration") in a form satisfactory to the City, whereby the Developer adequately provides for the ongoing ownership and maintenance of the private Subdivision Improvements.

11. Landscaping; Tree Replacement. a) The Developer agrees to install landscaping within the Subdivision in accordance with the Plans. All landscaping shall include hardy, non-invasive and drought tolerant species appropriate for Minnesota. All landscaping materials shall be maintained and replaced by Developer if they die within two years of installation.

b) The Developer shall ensure that no more than 30 percent of the trees are removed within the 15-foot perimeter along the north, west, and south sides of the Property. This limitation shall not apply in those locations where removal of more trees is necessary to accommodate the construction and installation of water and sanitary sewer improvements required hereunder.

c) The Developer shall ensure that a minimum of 50 percent of the required reforestation work occur on the Property, with a specific focus on replacing as many trees as possible within the 15-foot perimeter of the Property

d) The Developer shall establish a conservation easement (the "Conservation Easement") in the general form of Exhibit E, attached hereto. The Conservation Easement shall apply to the 15-foot perimeter surrounding the Property and shall provide that no trees shall be removed following the completion of the reforestation efforts by the Developer required hereunder.

e) The Developer has submitted a tree replacement plan acceptable to the City showing the tree replacement plan associated with the Property to be completed by Landscapes Unlimited. In addition to the replanting identified therein, the Developer shall pay a tree replacement fee of \$55,800 to the City's Tree Replacement and Environmental Enhancement Fund at the time of approval of the final plat of Jennings Bay Villas.

12. Letter of Credit. a) In order to ensure completion of the Subdivision Improvements required under this Agreement and satisfaction of all fees due to the City, the Developer agrees to deliver to the City prior to beginning any construction or work on the Subdivision Improvements a letter of credit (the "Letter of Credit") in the amount of \$625,211.75. This amount required represents 150 percent of the maximum risk exposure for the City as calculated by the city engineer, based on the anticipated sequence of construction and the estimated cost of each element of the Subdivision Improvements, rather than the aggregate cost of all required Subdivision Improvements. The Letter of Credit shall be delivered to the City prior to beginning any work on the Subdivision Improvements and shall renew automatically thereafter until released by the City. The estimated cost of the elements of the work covered by the Letter of Credit is itemized on Exhibit D attached hereto. The Letter of Credit shall be issued by a bank licensed to do business in the United States determined by the City to be solvent and creditworthy and shall be in a form acceptable to the City. The Letter of Credit shall allow the City to draw upon the instrument, in whole or part, in order to complete construction of any or all

of the Subdivision Improvements and other specified work within the Subdivision and to pay any fees or costs due to the City by the Developer.

b) The City agrees that prior to drawing on the Letter of Credit it will provide notice to the Developer and a period of no less than 30 days for the Developer to cure the default. Notwithstanding the above, the City shall not be obligated to allow a cure period which extends beyond the expiration date of the Letter of Credit.

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

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

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

13. Trunk Charges and Connection Rates; Siren Fee. a) The Developer agrees to pay a sanitary sewer trunk fee of \$1,100.00 per net acre above the ordinary high water level at the time of approval of the final plat of Jennings Bay Villas. The total net acreage is 4.504 acres resulting in a total fee of \$4,954.40.

b) The Developer agrees to pay a water trunk fee of \$9,100.00 per net acre above the ordinary high-water level at the time of approval of the final plat of Jennings Bay Villas. The total net acreage is 4.504 acres resulting in a total fee of \$40,986.40.

c) Sanitary sewer connection fees are \$1,100.00 per lot and shall be due at the time of issuance of each building permit.

d) Water connection fees are \$2,950.00 per lot and shall be due at the time of issuance of each building permit.

e) The Developer agrees to pay the City a siren fee of \$832.00 at the time of approval of the final plat of Jennings Bay Villas

The fees provided herein represent the current 2019 rates included in the City's approved fee schedule. The City's fees are generally reviewed annually and may increase over time. In the event that the Developer applies for any permit or approval which triggers any corresponding fee, the Developer shall be obligated to pay the then current rate, as contained in the City's then current fee schedule.

14. Park Dedication Requirements. The Developer agrees to convey to the City the trail easement required by section 7 of this Agreement. The Developer also agrees to pay the City at the time of approval of the final plat of Jennings Bay Villas a park dedication fee of \$47,760.00 in lieu of addition land in satisfaction of the remainder of its park dedication requirement.

15. Responsibility for Costs. The Developer agrees to pay to the City an administrative fee in the amount necessary to reimburse the City for its reasonable costs and expenses in reviewing the Subdivision, including the drafting and negotiation of this Agreement. The Developer agrees to reimburse the City in full for such reasonable costs within 30 days after notice in writing by the City. The Developer agrees to reimburse the City for the reasonable cost incurred in the enforcement of any provision of this Agreement, including reasonable engineering and attorneys' fees.

16. Developer's Default. In the event of default by the Developer as to construction or repair of any of the Subdivision Improvements or any other work or undertaking required by this Agreement, and following reasonable notice and opportunity to cure, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the lots within the Subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes, section 429.081.

17. Insurance. The Developer agrees to take out and maintain or cause to be taken out and maintained until six months after the City has accepted the Subdivision Improvements, public liability and property damage insurance covering personal injury, including death, and

claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$500,000 when the claim is one for death by wrongful act or omission or for any other claim and \$2,000,000 for any number of claims arising out of a single occurrence. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

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

19. No Building Permits Approved; Certificates of Occupancy. a) Approvals granted herein by the City regarding the Subdivision do not include approval of a building permit for any structure within the Subdivision. The Developer must submit and the City must approve building plans prior to an application for a building permit for a structure on any lot within the Subdivision. All building pads must be certified prior to initiation of construction of a home on a lot. The Developer or the party applying for a building permit shall be responsible for payment of the customary fees associated with the building permit and all other deferred fees as specified in this Agreement.

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

c) The City occasionally issues temporary certificates of occupancy as an accommodation to the Developer and homeowners where seasonable weather conditions or other circumstances beyond the reasonable control of the Developer prevent the issuance of a permanent certificate of occupancy. The terms and conditions of any temporary certificate of occupancy shall be specified and strictly enforced. The City reserves the right to take appropriate action to ensure compliance with the terms of any temporary certificate of occupancy, including but not limited to the use of any Developer escrow or deposit made at the time of issuance of the certificate for completion of any improvements or site work necessary prior to issuance of a permanent certificate of occupancy. The City agrees to give 30 days' written notice to the Developer or other responsible party prior to undertaking completion of the improvements. The Developer hereby consents, for itself and its successors and assigns, to allowing the City to enter the Property and use the escrow or deposit to make the improvements the Developer has failed to complete and no further authorization or notice shall be required. The City has the right but not the obligation to complete the improvements.

20. Clean up and Dust Control. The Developer shall clean dirt and debris on a daily basis from all roads which may be utilized for or are otherwise affected by construction work undertaken by the Developer, its contractors, agents, or assigns, including any party constructing houses within the Subdivision. Prior to any construction within the Subdivision, the Developer shall identify to the City in writing a responsible party for erosion control, street cleaning, and street sweeping. The Developer shall provide dust control to the satisfaction of the City's engineer throughout construction within the Subdivision.

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

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

22. Agreement Runs With the Land. a) All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

23. Assignment. The Developer may not assign this Agreement without the prior written permission of the City.

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

a) as to Developer: Jennings Bay Villas, Inc.
201 E. Lake Street
Wayzata, MN 55391
Attn: Jeffrey Martineau

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

with a copy to: Ronald H. Batty
Kennedy & Graven
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

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

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

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

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

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

CITY OF MINNETRISTA

By: _____
Lisa Whalen, Mayor

By: _____
Kris Linquist, City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Lisa Whalen and Kris Linquist, the mayor and city clerk, respectively, of the city of Minnetrista, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

Notary Stamp

By: _____
Its: _____

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**EXHIBIT A TO
SUBDIVISION AGREEMENT**

Legal Description of the Property

Lot C, Fair View Park Lake Minnetonka, Hennepin County, Minnesota

**EXHIBIT B TO
SUBDIVISION AGREEMENT**

List of Plan Documents

Plans prepared by Gronberg and Associates, Inc. dated July 31, 2019

VICINITY SKETCH

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-

Landscape plan prepared by Landscapes Unlimited dated February 10, 2018

**EXHIBIT C TO
SUBDIVISION AGREEMENT**

STORMWATER MAINTENANCE AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2019, by and between the city of Minnetrista, a Minnesota municipal corporation (the “City”) and Jennings Bay Villas, Inc., a Minnesota corporation (the “Developer”).

WITNESSETH:

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

WHEREAS, the Developer has platted the Property as Jennings Bay Villas (the “Subdivision”); and

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

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

WHEREAS, the Stormwater Improvements which are the subject of this Agreement include a stormwater pond and accompanying structures. The location of the Stormwater Improvements are shown on the Plan sheets listed on Exhibit B attached hereto; and

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

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

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

1. Maintenance of the Stormwater Improvements. The Developer, for itself and its successor or assigns, agrees to maintain certain of the Stormwater Improvements, specifically the pond, basin, inlet pipes (from the nearest upstream inlet structure), outlets, and outlet pipes serving the Property (the “Private Stormwater Facilities”), and observe all drainage laws governing the operation and maintenance of the Private Stormwater Facilities. The Developer shall provide

annual documentation, or at such other intervals as the City may request, to the City evidencing all maintenance activities occurring pursuant to this Agreement. The Developer shall make periodic inspection and perform maintenance of those items applicable to the Private Stormwater Facilities described in Exhibit C attached hereto. The Developer shall make all such scheduled inspections and maintenance, keep record of all inspections and maintenance activities, and submit such records annually to the City. The cost of all inspections and maintenance, including skimming and cleaning of the Private Stormwater Facilities, shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property, which obligation shall be assigned in accordance with section 7 of this Agreement.

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

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

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

4. Costs of Enforcement. The Developer agrees, on behalf of itself and its successor and assigns, to reimburse the City for all costs reasonably incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees. This obligation runs with the land and shall bind the Developer's successors and assigns.

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

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

- | | | |
|----|------------------|---|
| a) | as to Developer: | Jennings Bay Villas, Inc.
201 E. Lake Street
Wayzata, MN 55391
Attn: Jeffrey Martineau |
| b) | as to City: | City of Minnetrista
7701 County Road 110 West
Minnetrista, MN 55364
Attn: City Administrator |
| | with a copy to: | Ronald H. Batty
Kennedy & Graven
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402 |

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

7. Successors and Assigns. All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property. Notwithstanding the foregoing, upon creation of a homeowners' association for the Property (the "HOA") by an instrument in a form satisfactory to the City which assumes and agrees to perform the obligations and responsibilities of the Developer under this Agreement, the HOA shall be bound by all terms and

conditions of this Agreement as if it were the original signatory hereto and the Developer, its successors and assigns, shall be released from all personal liability under this Agreement but the Property shall remain subject to the terms and conditions of this Agreement.

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

JENNINGS BAY VILLAS, INC.

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of Jennings Bay Villas, Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public

CITY OF MINNETRISTA

By: _____
Lisa Whalen, Mayor

By: _____
Kris Linquist, Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Lisa Whalen and Kris Linquist, the mayor and the city clerk, respectively, of the city of Minnetrista, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

This instrument drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

**EXHIBIT A TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Property

Lot C, Fair View Park Lake Minnetonka, Hennepin County, Minnesota

**EXHIBIT B TO
STORMWATER MAINTENANCE AGREEMENT**

Location of Stormwater Improvements

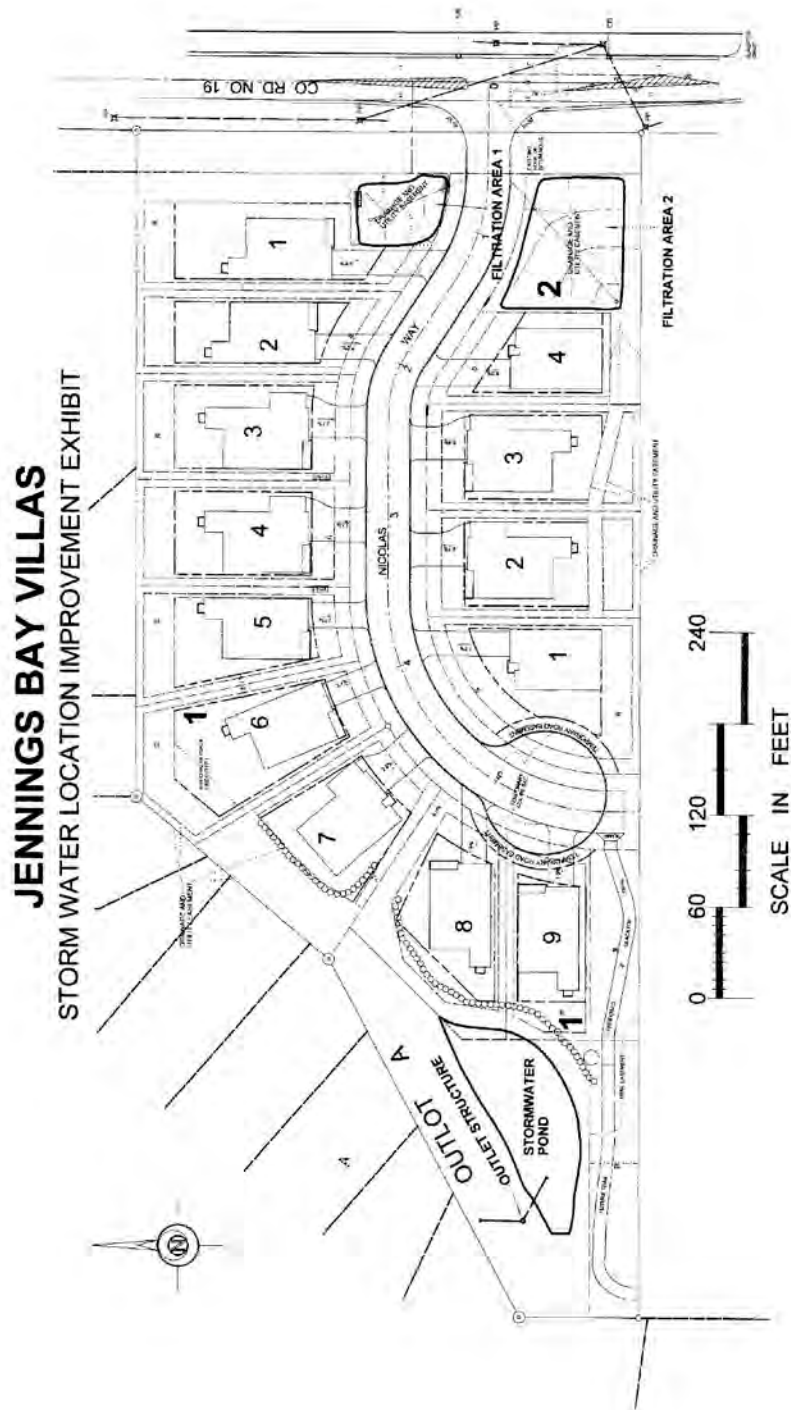


EXHIBIT C TO STORMWATER MAINTENANCE AGREEMENT

Inspection and Maintenance Schedule

Stormwater Ponds:

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

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

Stormwater Pond Sand Filters:

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

Table 12.FIL.4. Recommended Maintenance Activities for Media Filters (Sources: WMI, 1997; Pitt, 1997)	
Activity	Schedule
- If filter bed is clogged or partially clogged, manual manipulation of the surface layer of sand may be required. Remove the top few inches of media, roto-till or otherwise cultivate the surface, and replace media with like material meeting the design specifications. - Replace any filter fabric that has become clogged.	As needed
- Ensure that contributing area, facility, inlets and outlets are clear of debris. - Ensure that the contributing area is stabilized and mowed, with clippings removed. - Remove trash and debris. - Check to ensure that the filter surface is not clogging (also check after storms greater than about 1"). - Ensure that activities in the drainage area minimize oil/grease and sediment entry to the system. - If permanent water level is present in pre-treatment chamber (e.g., perimeter sand filter), ensure that the chamber does not leak, and normal pool level is retained.	Monthly
- Check to see that the filter bed is clean of sediment and the sediment chamber is not more than 6 inches of sediment. Remove sediment as necessary. - Make sure that there is no evidence of deterioration, spalling or cracking of concrete. - Inspect grates (perimeter sand filter). - Inspect inlets, outlets and overflow spillway to ensure good condition and no evidence of erosion. - Repair or replace any damaged structural parts. - Stabilize any eroded areas. - Ensure that flow is not bypassing the facility. - Ensure that no noticeable odors are detected outside the facility.	Annually
Remove and replace the top 2-5 inches of media every 3 to 5 years for low sediment applications, more often for areas of high sediment yield or high oil and grease.	3 to 5 years

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

**EXHIBIT D
TO SUBDIVISION AGREEMENT**

Subdivision Improvement Cost Estimate

Mr. Nickolas Olson
July 10, 2019
Page 5

FINANCIAL SECURITY

1. We have reviewed the developer submitted construction costs and recommend the following for the letter of credit:

Grading and Erosion Control (25% of grading/EC/Wall)	\$ 78,517.50
Sanitary Sewer	\$119,908.94
Watermain	\$103,997.40
Storm Sewer	\$143,765.00
Streets (internal development)	\$194,532.00
Streets (CSAH 19)	\$ 45,000.00

Based on the items evaluated and the estimated costs, the items creating the greater risk to the city in order of sequence is the storm sewer, streets and 25% of grading and erosion control. We are not including the CSAH 19 turn lane construction in the calculations, since our review indicates the submitted turn lane does not meet County minimum requirements. We recommend the following amount for the letter of credit:

Grading/Erosion	Storm	Streets		
\$78,517.50	+	\$143,765.00	+	\$194,532.00 =
				\$416,814.50
				x 150% Total
				recommended LOC = \$625,221.75

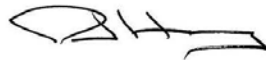
Initial sealcoat escrow amount = 2100 SY x \$2/SY = **\$4,200.00**

We recommend the minimum financial security for the project in the amount of \$625,221.75 and an initial sealcoat (crack fill) escrow in the amount of \$4,200.

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

Sincerely,

WSB



Paul Hornby, P.E.
Senior Project Manager

cc: Alyson Fauske, City Engineer
Mike Olmstead, Permits Supervisor – Hennepin County Transportation
Operations

**EXHIBIT E
TO SUBDIVISION AGREEMENT**

General Form of Conservation Easement

CONSERVATION EASEMENT AGREEMENT

THIS CONSERVATION EASEMENT AGREEMENT (the “Agreement”) is made this ____ day of _____, 2019, by and between the city of Minnetrista, a Minnesota municipal corporation (the “City”), and Jennings Bay Villas, Inc., a Minnesota corporation (the “Grantor”).

RECITALS

- A. Grantor is the fee owner of property located in Hennepin County, Minnesota, legally described in Exhibit A attached hereto (the “Property”).
- B. Grantor and the City have entered into a separate subdivision agreement (the “Subdivision Agreement”) regarding the subdivision and development of the Property.
- C. The City has granted approval of the plat of Jennings Bay Villas concerning the Property (the “City Approvals”), under the terms of which the Grantor is required to establish a conservation easement around the perimeter of the neighborhood located within the Property consistent with City regulations (the “Easement Area”).
- D. In accordance with the Development Agreement, the City Approvals, the City has requested that Grantor grant to the City a conservation easement (the “Conservation Easement”) over the Easement Area.
- E. The Easement Area is legally described in Exhibit B and depicted in Exhibit C, both attached hereto.
- F. Grantor is willing to grant the Conservation Easement in accordance with the terms of this Agreement.

PROVISIONS

In consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Grantor hereby grants and conveys to the City and its successors and assigns, a Conservation Easement in, under, on, over and across the Easement Area, and the City hereby accepts such grant. The duration of this easement is perpetual, subject to Minnesota law governing granting of easements to governmental bodies, and shall bind and inure to the benefit of the parties, their successors and assigns.

2. No trees, shrubs or other vegetation shall be destroyed, cut or removed from the Easement Area except as is necessary to remove storm damage, diseased or non-native vegetation or as authorized by the prior written consent of the City.
3. Grantor represents that Grantor owns the Easement Area in fee simple, subject only to the encumbrances of record.
4. The Grantor conveys to the City and its successors and assigns, the following rights:
 - a. The City may enter upon the Easement Area for the purposes of inspection and enforcement of the covenants contained herein. If there is a violation of the covenants contained herein, the City shall provide notice and an order for corrective action consistent with City regulations. If the Grantor does not take the required corrective action within the time period required in the order for corrective action or thirty (30) days, whichever is longer, the City may enter the Property in order to perform the action. In such case, the City shall send an invoice of its reasonable maintenance costs to the Grantor, which shall include all reasonable staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If the Grantor fails to reimburse the City for its costs and expenses within 45 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Grantor, on behalf of itself and its successors and assigns, acknowledges that any such corrective work performed by the City benefits the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429.
 - b. The City may bring an action in any court of competent jurisdiction against the Grantor to enforce the terms of this Agreement; to require restoration of the Easement Area to its prior or more natural condition; to enjoin such non-compliance by temporary or permanent injunction and to recover any damages arising from such non-compliance. If a court determines that the Grantor has failed to comply with this Agreement, Grantor or Grantor's successors or assigns shall reimburse the City for any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorneys' fees, in addition to any other payments ordered by the court.
 - c. In the event that the Grantor, or its successors and assigns, causes any trees or vegetation to be removed from the Easement Area, they shall be liable to pay the then current rate for tree removal under the City's Tree Replacement and Environmental Enhancement Fund.
5. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation and maintenance of the Property and the Easement Area

except to the extent caused by intentional or grossly negligent acts of the City, its employees, agents and representatives.

6. Grantor agrees to indemnify, defend and hold harmless the City, its officials, employees and agents, against any and all loss, costs, damage and expense, including reasonable attorneys' fees and costs that the City incurs because of the breach of any of the above covenants or resulting from or due to Grantor's intentional misrepresentation of any material fact contained therein. The Grantor and the City agree that each shall be responsible for their own acts and the results of such acts and shall not be responsible for the act of the other party and the results of such acts.
7. This Agreement may be amended only by mutual written agreement of the parties.
8. Nothing herein shall give the general public a right of access to the Property.
9. Grantor's obligations under this Agreement run with the Property and shall be binding on the Developer's successors and assigns.
10. Any notice required in this Agreement shall be delivered personally or sent by U.S. certified mail, return receipt requested:
 - a) as to Developer: Jennings Bay Villas, Inc.
201 E. Lake Street
Wayzata, MN 55391
Attn: Jeffrey Martineau
 - b) with a copy to: Peter W. Johnson, Esq.
249 Mill Street
Excelsior, MN 55331
 - b) as to City: City of Minnetrista
7701 County Road 110 West
Minnetrista, MN 55364
Attention: City Administrator

with a copy to: Ronald H. Batty
Kennedy & Graven
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

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

IN WITNESS WHEREOF, the parties to this Conservation Easement Agreement have caused these presents to be executed as of the day and year aforesaid.

JENNINGS BAY VILLAS, INC.

By: _____

Its: _____

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of Jennings Bay Villas, Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public

CITY OF MINNETRISTA

By: _____
Lisa Whalen, Mayor

By: _____
Kris Linquist, Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Lisa Whalen and Kris Linquist, the mayor and the city clerk, respectively, of the city of Minnetrista, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

This instrument drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

**EXHIBIT A TO
CONSERVATION EASEMENT AGREEMENT**

Legal Description

The Property to which this Conservation Easement Agreement applies is legally described as follows:

Lot C, Fair View Park Lake Minnetonka, Hennepin County, Minnesota

**EXHIBIT B TO
CONSERVATION EASEMENT AGREEMENT**

Legal Description of Conservation Easement

An easement for tree preservation purposes over, under and across the north 15.00 feet of Lots 1-5, Block 1, the north and northwesterly 15.00 feet of Lot 6, Block 1, the northwesterly 15.00 feet of Lot 7, Block 1, the northwesterly, west and south 15.00 feet of Outlot A, the south 15.00 feet of Lot 9, Block 1 and the south 15.00 feet of Lots 1-4, Block 2, all in Jennings Bay Villas.

Also an easement for wetland buffer purposes over, under and across those parts of Lots 6 & 7, Block 1 and Outlot A, Jennings Bay Villas, described as follows:

Beginning at the most northerly corner of said Outlot A; thence on an assumed bearing of North 39 degrees 59 minutes 41 seconds East along the northwesterly line of said Lots 6 & 7 a distance of 126.00 feet; thence southerly to a point on the southwesterly line of said Lot 6 a distance of 22.00 feet southeasterly from the most westerly corner of said Lot 6; thence southwesterly to the most northerly corner of said Lot 8, said Block 1; thence South 44 degrees 59 minutes 31 seconds West along the northwesterly line of said Lot 8 a distance of 61.00 feet; thence South 71 degrees 42 minutes 28 seconds West a distance of 48.89 feet; thence South 61 degrees 51 minutes West a distance of 76.39 feet; thence South 76 degrees 41 minutes 06 seconds West a distance of 25.00 feet; thence North 28 degrees 09 minutes West a distance of 25.00 feet to the northwesterly line of said Outlot A; thence North 61 degrees 59 minutes East along said northwesterly line of Outlot A a distance of 195 feet to the point of beginning.

EXHIBIT C TO CONSERVATION EASEMENT AGREEMENT

Depiction of Conservation Easement

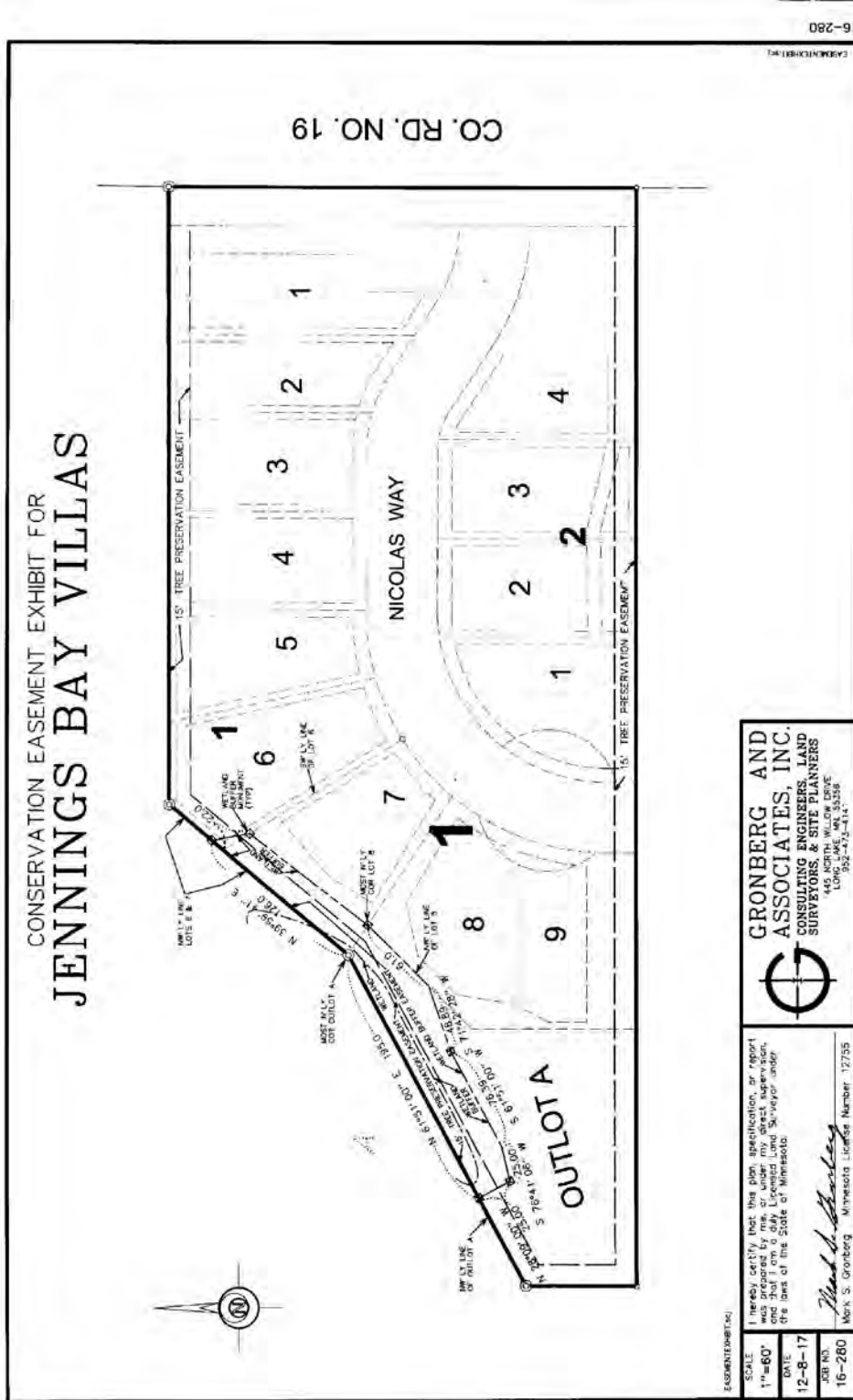


**EXHIBIT F
TO SUBDIVISION AGREEMENT**

General Form of Trail Easement

PERMANENT TRAIL EASEMENT

I. THIS INSTRUMENT is made by Jennings Bay Villas, Inc., a corporation formed under the laws of the state of Minnesota (“Grantor”), in favor of the City of Minnetrista, a Minnesota municipal corporation (“City” or “Grantee”).

I. RECITALS

A. Grantor is the owner of that certain real property in the City legally described in Exhibit A attached hereto (the “Property”); and

B. Grantor has agreed to grant a Permanent Trail Easement (“Trail Easement”) over across, under and through a portion of the Property (“Trail Easement Area”), as legally described in Exhibit B attached hereto and as depicted in Exhibit C attached hereto, on the following terms and conditions.

I. TERMS OF EASEMENT

1. Grant of Easement. Grantor does hereby grant onto Grantee, its successors and assigns, a permanent, non-exclusive, easement for public trail purposes over, across, under and through the Trail Easement Area. Such rights of Grantee, its contractors, agents, servants and assigns include the rights to enter upon the Trail Easement Area at reasonable times to construct, reconstruct, inspect, repair, maintain and improve a public trail system over, across, under and through the Trail Easement Area together with the right to grade, level, fill, drain and excavate the Trail Easement Area, and further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of the Trail Easement.

2. Scope of Easement. The permanent non-exclusive easement for public trail purposes granted herein includes the right of the Grantee, its contractors, agents, and employees to locate, construct, operate, maintain, alter, repair, and improve trail facilities within the described Trail Easement Area. As used herein, “trail purposes” is defined as the use of trail facilities for recreational purposes by pedestrians (including walking, cross-country skiing, and snowshoeing), non-motorized bicycles, horseback riding, public safety (police and fire) vehicles, and electric-powered wheelchairs and small electric carts operated by physically disabled people. The use of trail facilities by snowmobiles, dirt bikes, motorcycles, all-terrain vehicles, or other motorized vehicles not expressly allowed herein or used to maintain the trail are not included within the scope of the easement granted herein and such uses are prohibited. Grantee may, but

shall not be obligated to, impose such reasonable rules, regulations and ordinances governing the use of the Trail Easement as it deems appropriate and desirable.

3. Location of the Trail. The trail shall be located entirely within the Trail Easement Area, which is described and shown in the attached Exhibit B and Exhibit C. Grantee may modify, improve, or relocate the trail in the future, provided the trail remains within the Trail Easement Area.

4. Use of the Trail. Grantee, its officers, employees, agents, and contractors may operate motorized vehicles within the Trail Easement Area as needed to construct, reconstruct, maintain, improve, or alter the trail.

5. Maintenance of Trail. Grantee shall be responsible for maintaining the Easement Area as is reasonably needed to support its use for trail purposes. Grantee may cut, trim or remove trees, shrubs, or other vegetation within the Trail Easement Area as is reasonably necessary to properly maintain, improve, or alter the trail as needed. Grantee shall, to the greatest extent possible, confine construction, maintenance, and repair activities to the Trail Easement Area. Grantee shall promptly repair any damage done to the Property from its activities such that the Property is returned to at least the same or better condition as before the activity that caused the damage. Grantee shall be responsible for periodically inspecting the trail and shall undertake such maintenance activities as are needed to avoid creating a hazard to the users of the trail or from unreasonably interfering with Grantor's use of the Property including, but not limited to, removing litter or debris from the Trail Easement Area. Grantee and Grantor are individually responsible for obtaining all permits or permissions that may be required for the work each may perform within the Trail Easement Area and for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances.

6. Non-Interference and Improvements. Grantor shall not construct any buildings, structures, or other improvements within the Trail Easement Area except as is reasonably needed to accommodate its access to the Property and which do not unreasonably interfere with the use of the Trail Easement Area for trail purposes.

8. Recordation. Grantee shall, at its own cost, record this document in a timely fashion in the office of the Hennepin County Recorder or Registrar and provide the Grantor a copy of the recorded document.

9. Entire Agreement. This document sets forth the entire agreement between the parties with respect to this easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the easement.

10. Prior Encumbrances. This easement is granted subject to all prior easements or encumbrances of record.

11. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, the Grantee, and their successors, and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this _____ day of _____, 2019.

[signature page follows]

GRANTOR: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____, the _____ of Jennings Bay Villas, Inc., a Minnesota corporation, on behalf of the corporation, Grantor.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
612-337-9300

**EXHIBIT A TO
PERMANENT TRAIL EASEMENT**

Legal Description of Property

Lot 9, Block 1, and Outlot A, Jennings Bay Villas, according to the plat, Hennepin County

**EXHIBIT B TO
PERMANENT TRAIL EASEMENT**

Legal Description of Trail Easement

An easement for trail purposes over, under and across the south 32.00 feet of Lot 9, Block 1 and the south 32.00 feet of Outlot A, Jennings Bay Villas.

EXHIBIT C TO
PERMANENT TRAIL EASEMENT

Depiction of Trail Easement

TRAIL EASEMENT EXHIBIT

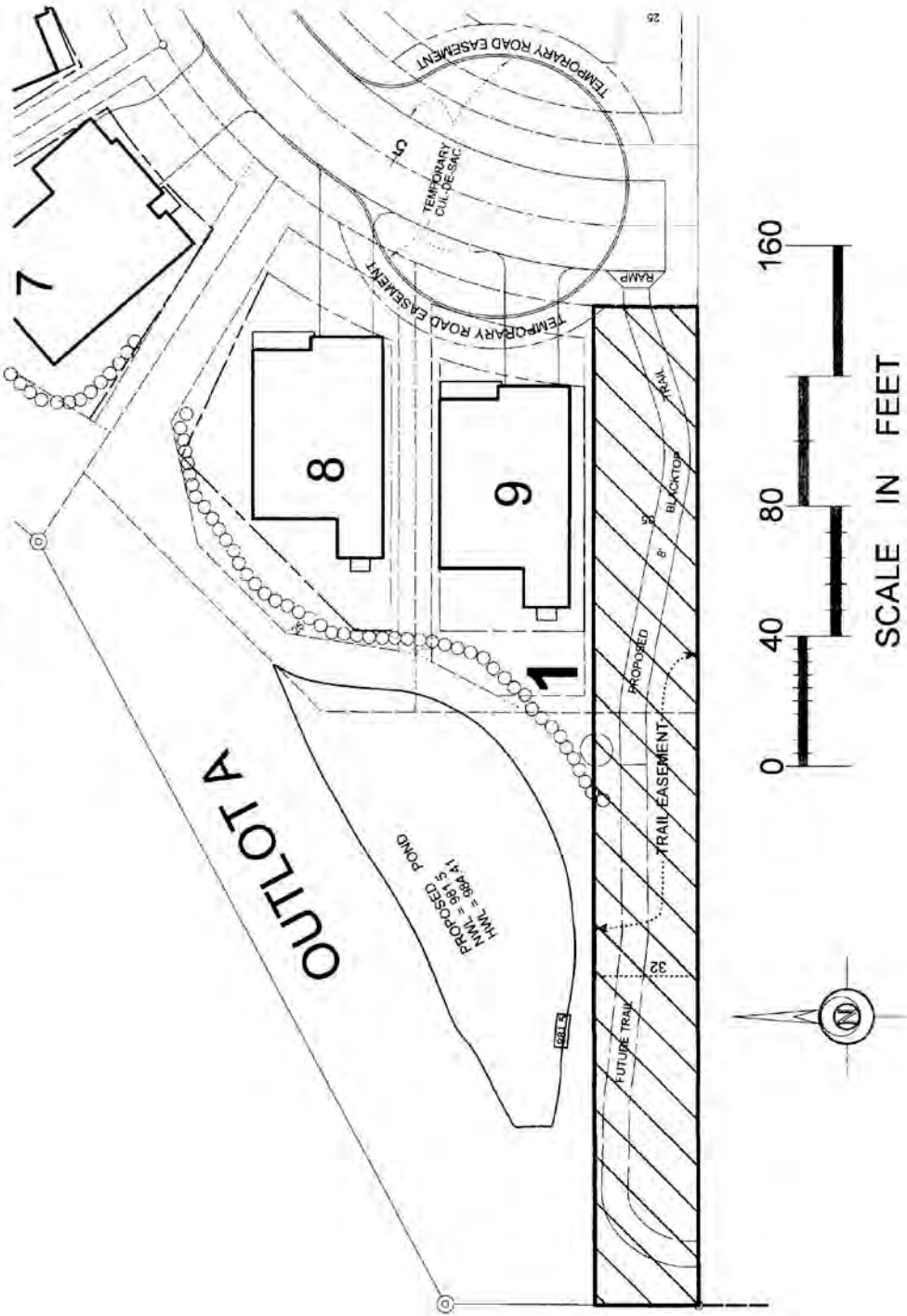


**EXHIBIT G
TO SUBDIVISION AGREEMENT**

General Form of Temporary Cul-de-Sac Easement

TEMPORARY CUL-DE-SAC EASEMENT

THIS INSTRUMENT is made by Jennings Bay Villas, Inc., a Minnesota corporation (“Grantor”) in favor of the City of Lake Minnetrista, a Minnesota municipal corporation (the “City”).

Recitals

- A. Grantor is the fee owner of the property in Hennepin County, Minnesota, legally described on Exhibit A attached hereto (the “Property”).
- B. Grantor desires to grant to the City a temporary easement, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City the following temporary easement:

A non-exclusive temporary easement for a cul-de-sac over, under, across and through that part of the Property legally described on the attached Exhibit B and depicted on the attached Exhibit C (the “Easement Area”).

2. Scope of Temporary Easement. The temporary easement granted herein includes the right of the City, its contractors, agents, officials and employees to enter the described Easement Area at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing within the Easement Area a temporary cul-de-sac.

The temporary easement granted herein also includes the right to cut, trim, or remove from the Easement Area any improvements, trees, shrubs, or other vegetation as in the City’s judgment interferes with the easement or facilities of the City, its successors and assigns.

3. Warranty of Title. The Grantor warrants that it is the fee owner of the Property and has the right, title, and capacity to convey to the City the easement herein.

4. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or the Property except to the extent such hazardous substances, pollutants, or contaminants are exacerbated due to the acts or omissions of the City.
5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.
6. Governing Law. This Agreement has been made under the laws of the State of Minnesota and such laws shall control its interpretation.
7. Term. The temporary easement granted herein shall expire upon written notice by the City to the Grantor, or its successors or assigns, that the City no longer requires a cul-de-sac to be located within the easement area herein granted. Such determination shall be made in the City's sole discretion.
8. No Effect on Setbacks or Use. The building sites and setback requirements for the residential lots which are encumbered as part of the Easement Area are not affected by the public use or improvement of the Easement Area.

STATE DEED TAX DUE HEREON: NONE

Dated this ____ day of _____, 2019.

JENNINGS BAY VILLAS, INC.

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____, the _____ of Jennings Bay Villas, Inc., a Minnesota corporation, on behalf of the corporation, Grantor.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (AMB)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Legal Description of the Property

Lot C, Fair View Park Lake Minnetonka, Hennepin County, Minnesota

EXHIBIT B

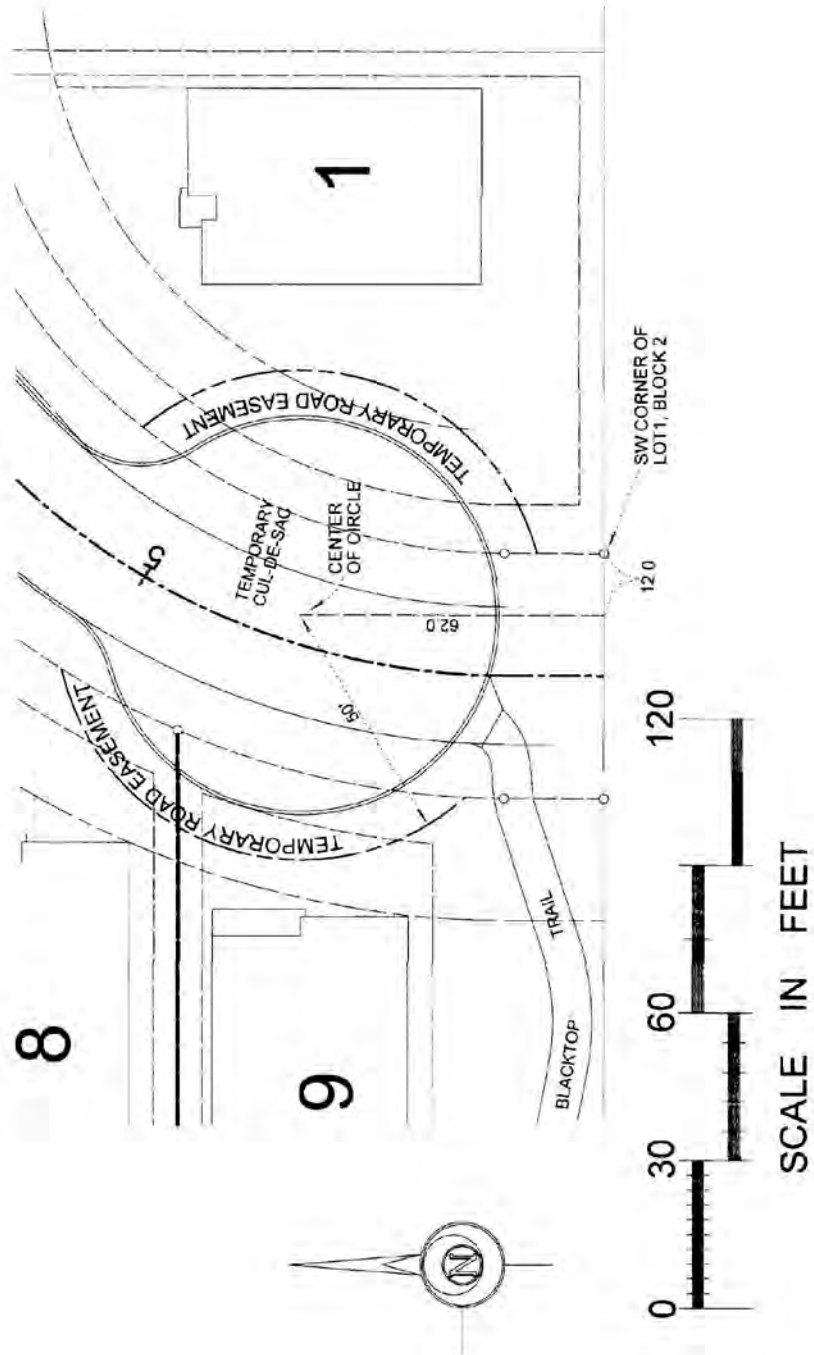
Legal Description of the Easement Area

An easement for temporary road purposes over, under and across those parts of Lot 8 & 9, Block 1 and Lot 1, Block 2, Jennings Bay Villas, which lie within the circumference of a circle having a radius of 50.00 feet; the center of said circle being a point described as follows: Commencing at the southwest corner of said Lot 1; thence westerly along the westerly extension of the south line of said Lot 1 a distance of 12.00 feet; thence north at right angles a distance of 62.00 feet to said center of circle.

EXHIBIT C

Depiction of the Easement Area

TEMPORARY CUL-DE-SAC EXHIBIT



CITY OF MINNETRISTA

BUSINESS / DISCUSSION ITEM



Subject: Waiver from certain architectural requirements to allow for Jennings Bay Villas

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

Meeting Date: August 19, 2019

Request: Jeffrey Martineau (the “Applicant”) is proposing to offer four different floor plans from a local builder, Gonyea Homes. In order to offer 3 car garages models on certain lots, the Applicant requests that the requirements of City Code Section 505.07 Subd. 12. (d) (3) be waived. This would allow garages to comprise up to 60% of the ground floor street-facing linear building frontage on certain lots. The lots in question are Lots 3, 4, and 7, Block 1 and Lots 2 and 3, Block 2. Elevations and floor plans are included herein to provide more detail.

Discussion: Section 505.07 Subd. 12 outlines the City’s residential building design standards. The standards in this section are intended to promote variety, diversity, lifestyle (rural, suburban and lakeshore) and means for pedestrian movements in residential development in keeping with the character of the city. No building permit, as referenced in subsection 400.03 of this code, will be issued by the city unless the requirements of this subsection have been met. These standards apply to any new development of ten or more single-family units.

The specific architectural standard at the center of the Applicant’s request is in regards to the ground floor street-facing linear building frontage. Language from City Code reads as follows:

Subd. 12. (d) (3) requires garages will not comprise more than 55 percent of the ground floor street-facing linear building frontage. This standard is based on a measurement of the entire garage structure, and not on a measurement of the garage door or doors only. Alleys and corner lots are exempt from this standard.

Analysis: The city code allows an applicant to seek a waiver from this requirement if the one of the following conditions can be met:

1. The configuration of the lot or other existing physical conditions of the lot makes the application of these standards impractical; or

Mission Statement:

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

2. The proposed design otherwise substantially meets the intent of this code to line streets with active living spaces, create pedestrian-oriented streetscapes and provide variety and visual interest in the exterior design of residential buildings.

<u>Recommended City Council Action:</u> Motion to adopt Resolution No. 98-19 approving a waiver from certain architectural standards to allow for the construction of certain model homes within the plat of Jennings Bay Villas.

Attachments:

1. Applicant Request
2. Proposed House Models
3. Res. No. 98-19 Approving Waiver for Certain Architectural Standards

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.



BURNET

Jeff Martineau-Andrade
Realtor, GRI, CRS
52 Million Dollar Producer
President's Elite Club
Direct 952.476.3659
Cellular 952.210.2626
JMartineau@CBBurnet.com
www.JeffMartineau.com

Wayzata Office

201 East Lake Street
Wayzata, MN 55391-1695
952-473-3000
Fax 952-473-3932
www.cbburnet.com

August 13, 2019

Dear City of Minnetrista,

I formally request a waiver of percentage of front house footage from 55% / 45% to 60% / 40% for the following lots.

Lot 3 Block 1

Lot 4 Block 1

Lot 7 Block 1

Lot 2 Block 2

Lot 3 Block 2

This waiver will allow homes to be constructed with 3-car garages. This will result in homes that resemble the market trend that has been identified for Jennings Bay Villas. The profile of this homeowner is predominantly empty nesters and has multiple vehicles or a boat/sports car. This waiver also will allow variations of exterior fronts.

Sincerely,

Jeff Martineau

Developer



NORTH COLLECTION



STONEGATE BUILDERS

■ A DIVISION OF GONYEA COMPANIES ■

Superb Home Designs for Growing Families

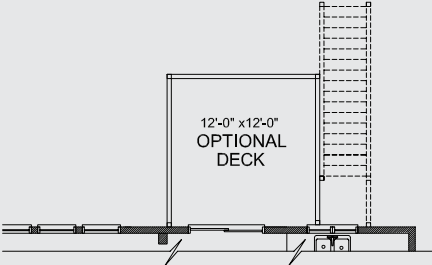
1-5 BEDROOMS, 2-5 BATHS, 3-CAR GARAGES | 1,864-4,860 SQ FT



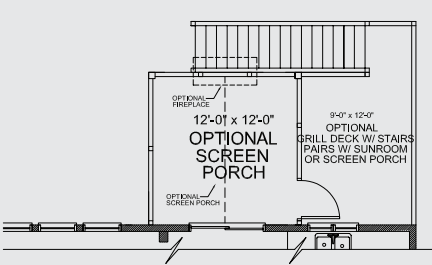
ARCHITECTURAL OPTIONS

1 Deck, Screen Porch, & Sunroom Options

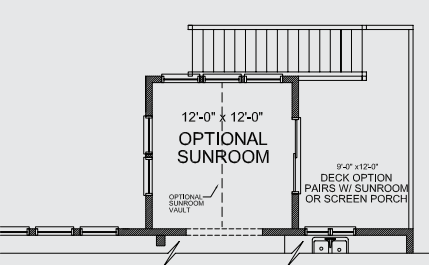
A. Deck w/ Stairs



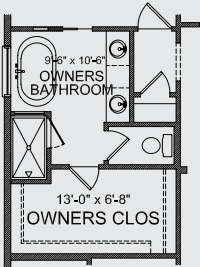
B. Screen Porch w/ Grill Deck



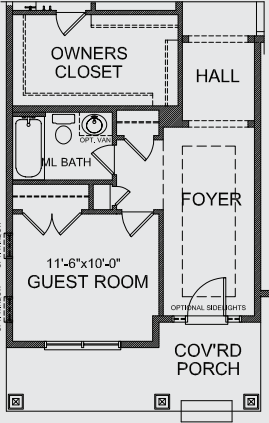
C. Sunroom w/ Deck



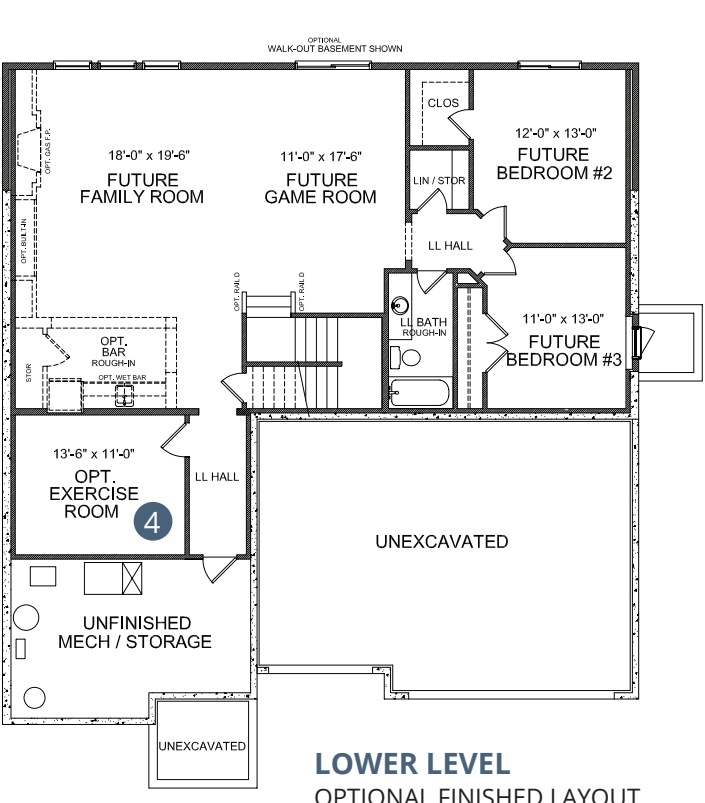
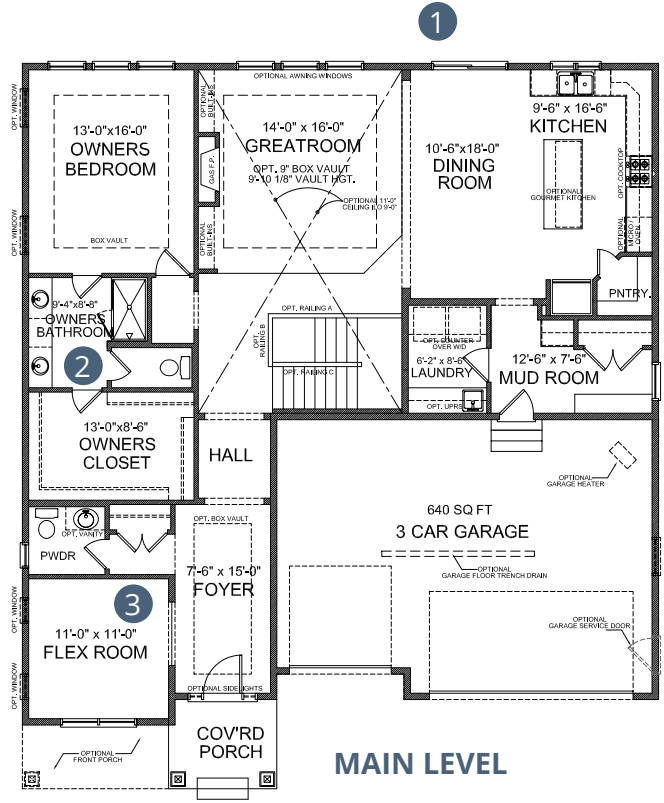
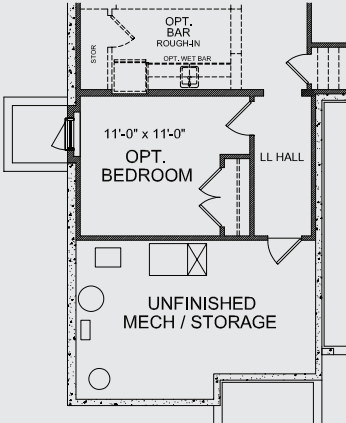
2 Luxury Owners Bath



3 Main Level Guest Bedroom



4 Lower Level Bedroom



ELEVATION A FLOORPLAN
Pricing, specifications, floor plans, elevations, options, availability, terms and conditions are subject to change without notice. All plan illustrations are artist's concept and are not part of a legal contract. Note that square footages and room dimensions may vary according to elevation and options selected. E. & O.E. Copyright 2019, Gonyea Homes, Inc. All rights reserved. MN LIC BC002459.

MARION

2,656-3,870 sqft

4-5 3-4 3

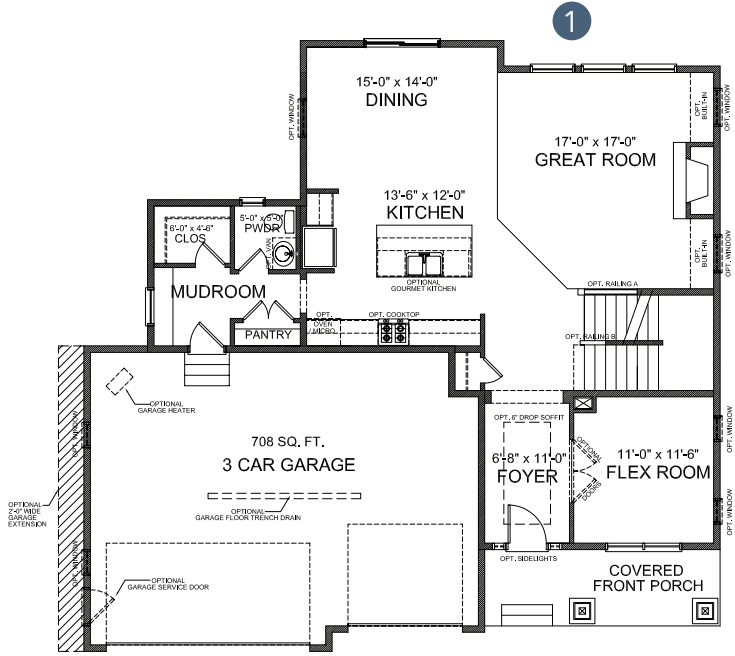


ELEVATION A

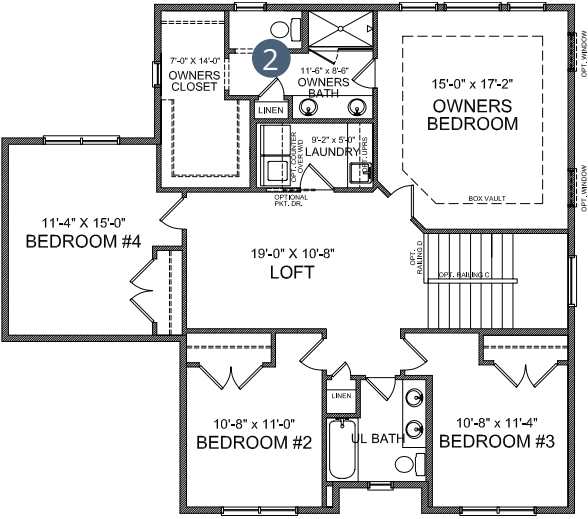


ELEVATION B

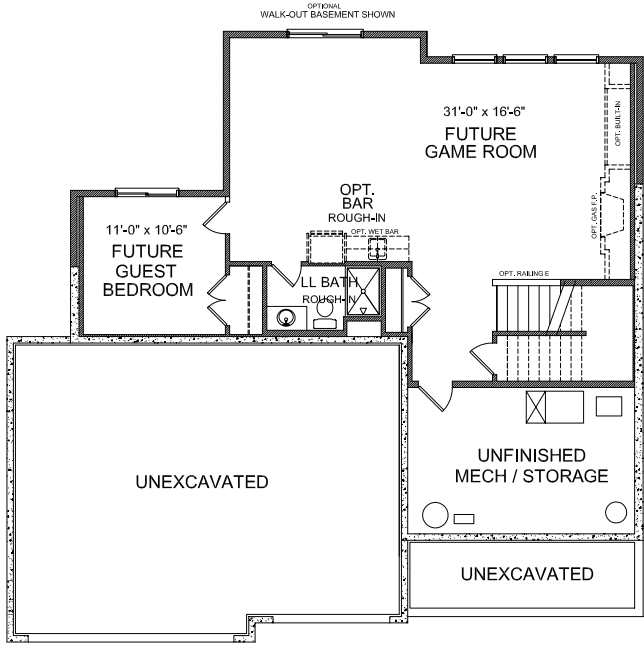
ARCHITECTURAL OPTIONS



MAIN LEVEL



UPPER LEVEL

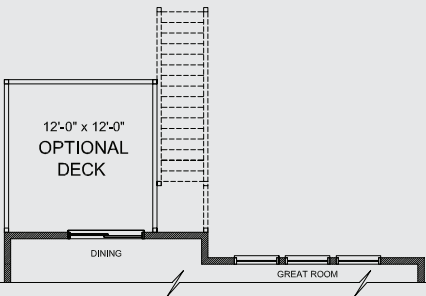


LOWER LEVEL
OPTIONAL FINISHED LAYOUT

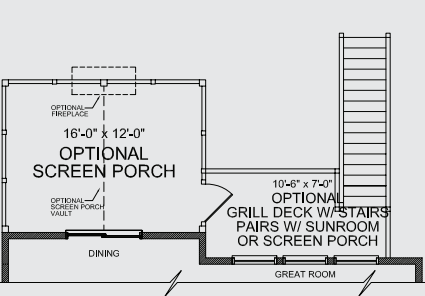
ELEVATION A FLOORPLAN
Pricing, specifications, floor plans, elevations, options, availability, terms and conditions are subject to change without notice. All plan illustrations are artist's concept and are not part of a legal contract. Note that square footages and room dimensions may vary according to elevation and options selected. E. & O.E. Copyright 2019. Gonyea Homes, Inc. All rights reserved. MN LIC BC002459.

1 Deck, Screen Porch, & Sunroom Options

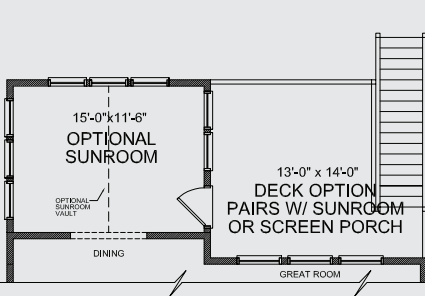
A. Deck w/ Stairs



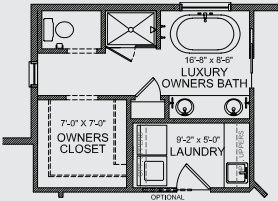
B. Screen Porch w/ Grill Deck



C. Sunroom w/ Deck



2 Luxury Owners Bath



ALDEN

2,732-3,580 sqft

 4-5

 3-4

 3

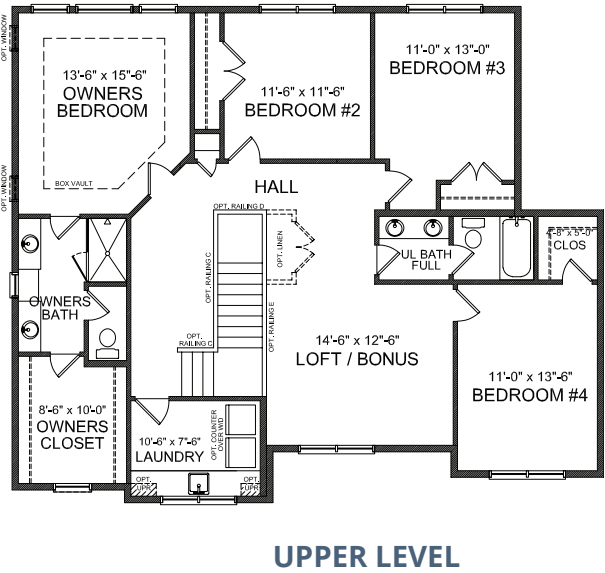
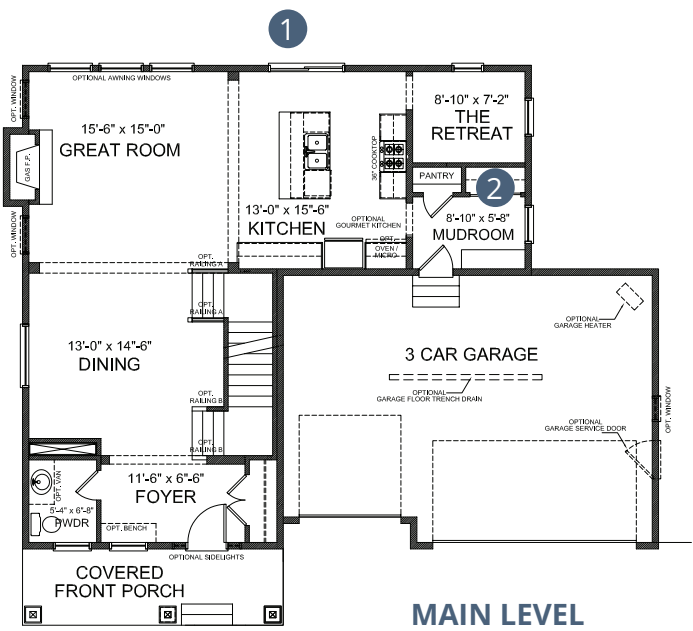


ELEVATION A



ELEVATION B

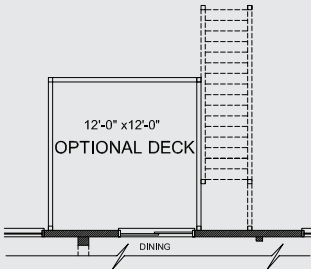
ARCHITECTURAL OPTIONS



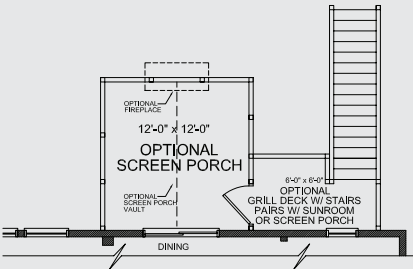
ELEVATION A FLOORPLAN
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1 Deck, Screen Porch, & Sunroom Options

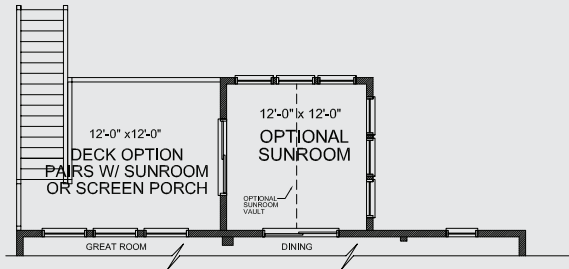
A. Deck w/ Stairs



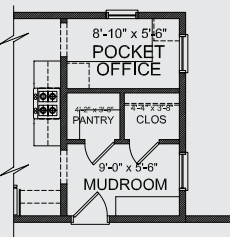
B. Screen Porch w/ Grill Deck



C. Sunroom w/ Deck



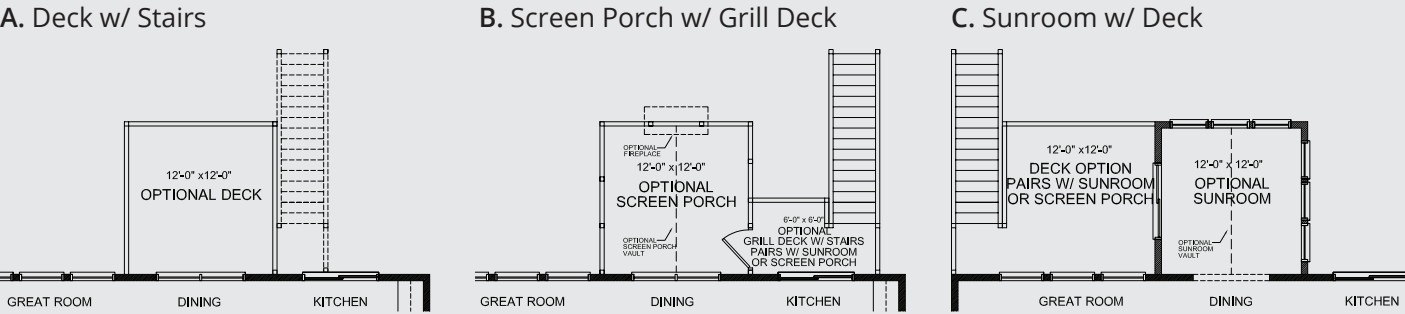
2 Alternate Mudroom Layout



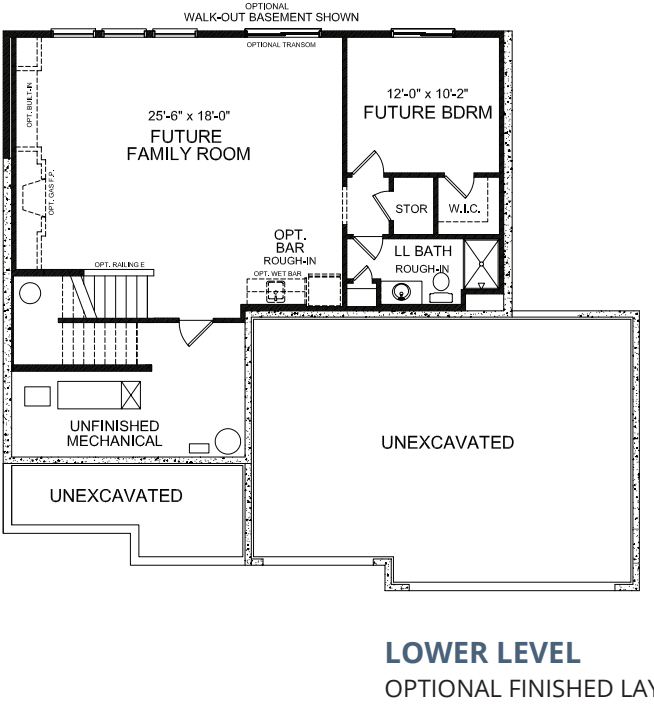
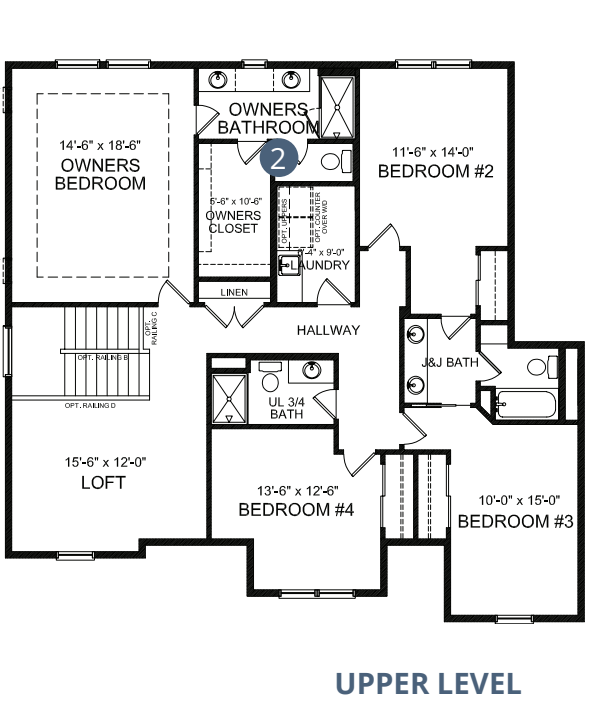
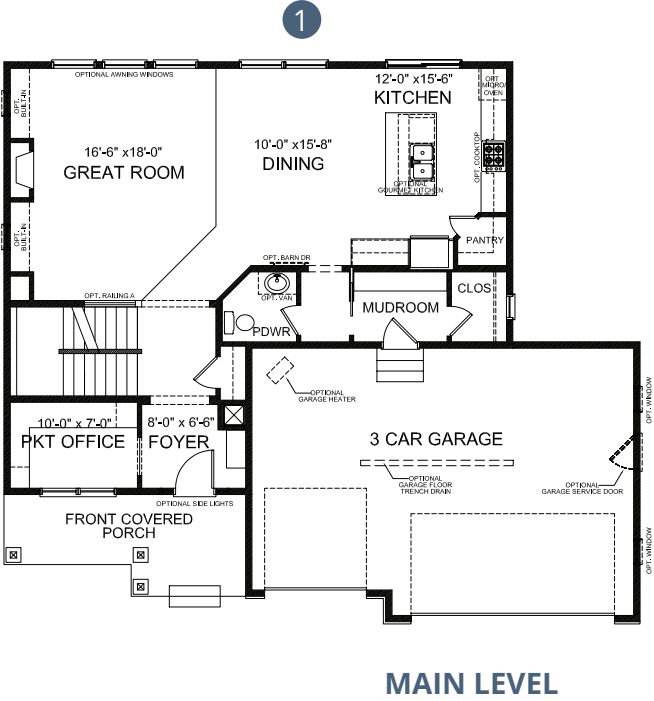
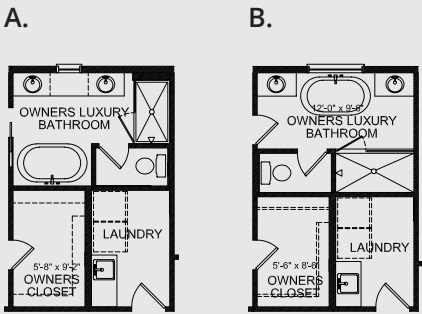


ARCHITECTURAL OPTIONS

1 Deck, Screen Porch, & Sunroom Options



2 Luxury Owners Bath



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ELEVATION F



ELEVATION A

ELEVATION B

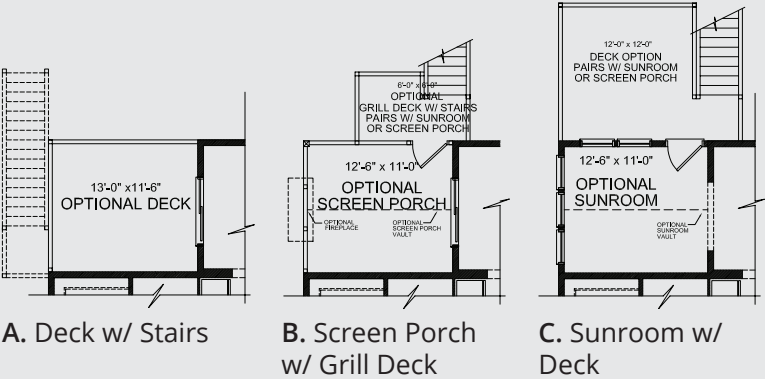
ELEVATION C

ELEVATION D

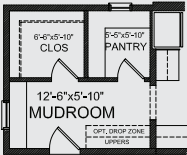
ELEVATION E

ARCHITECTURAL OPTIONS

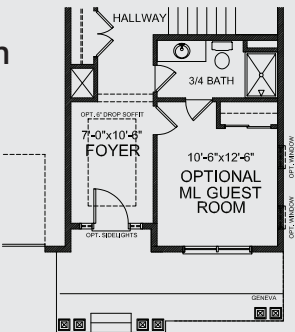
1 Deck, Screen Porch, & Sunroom Options



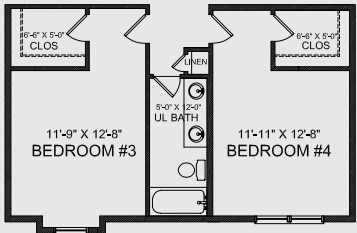
2 Alternate Mudroom Layout



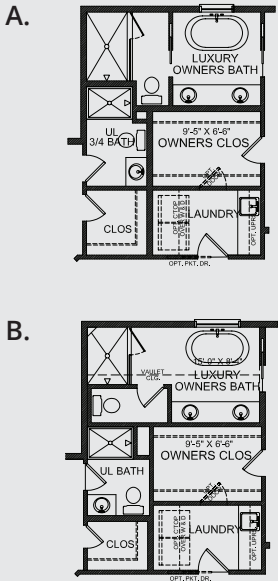
3 Main Level Guest Bedroom



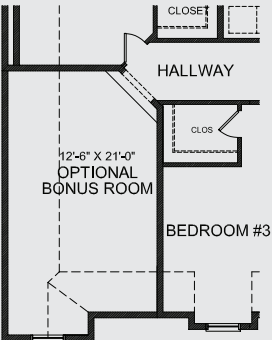
4 Optional Upper Level Bedroom & Bath Layout



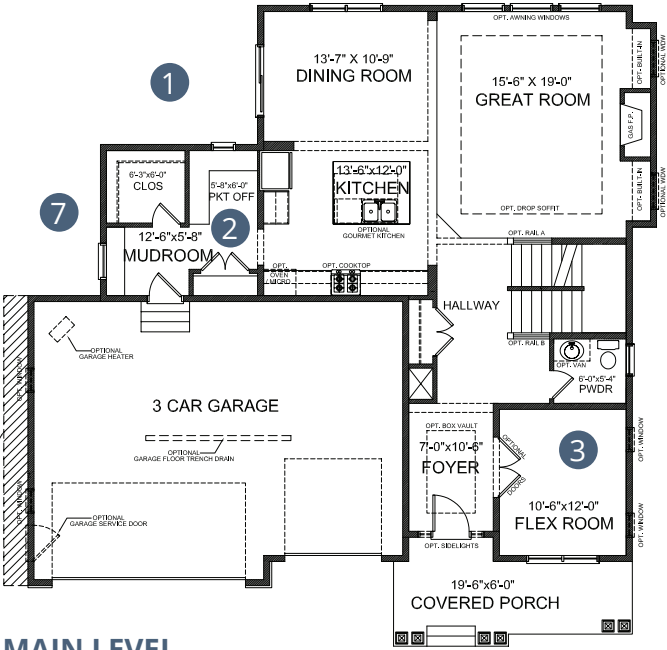
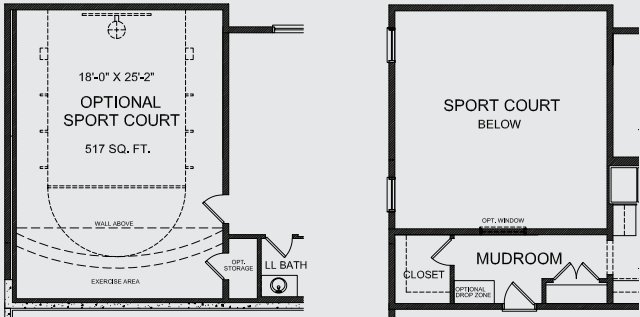
5 Luxury Owners Bath



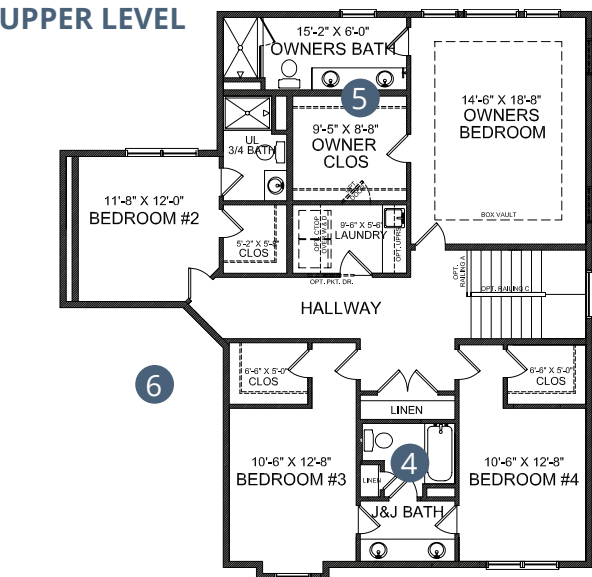
6 Bonus Room



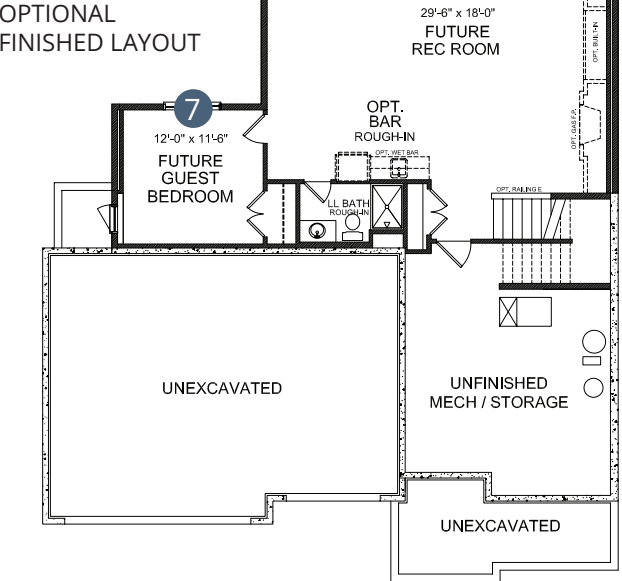
7 Sport Court



MAIN LEVEL



UPPER LEVEL



LOWER LEVEL
OPTIONAL
FINISHED LAYOUT

ELEVATION A FLOORPLAN
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AUGUSTA

2,961-4,374 sqft

4-5 4-5 3

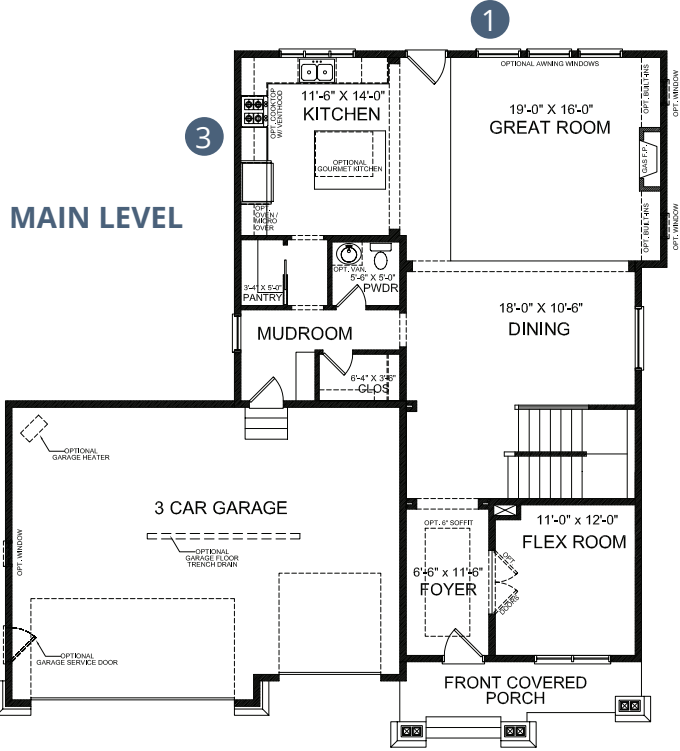


ELEVATION A

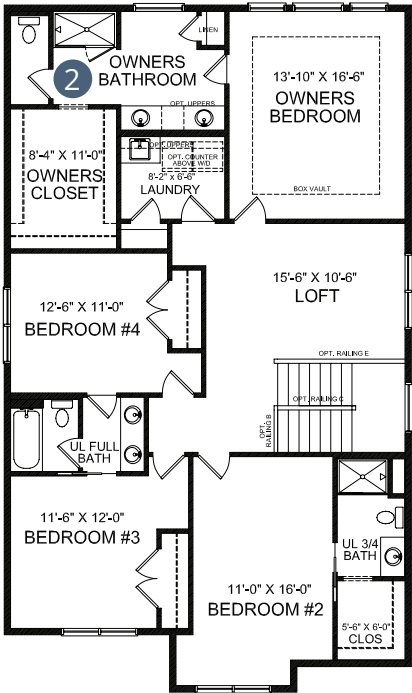


ELEVATION B

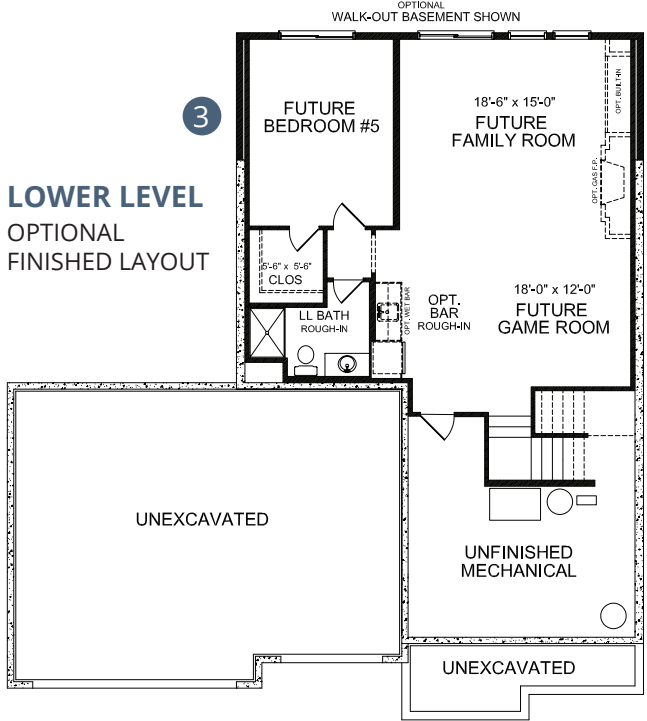
ARCHITECTURAL OPTIONS



MAIN LEVEL



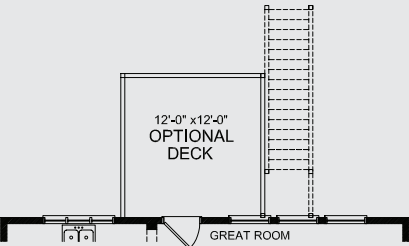
UPPER LEVEL



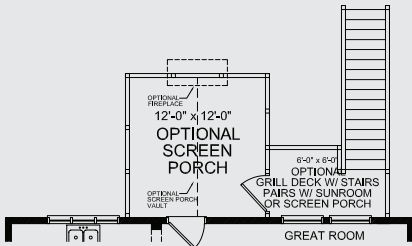
LOWER LEVEL
OPTIONAL
FINISHED LAYOUT

ELEVATION A FLOORPLAN
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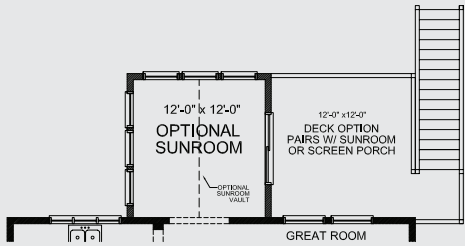
1 Deck, Screen Porch, & Sunroom Options



A. Deck w/ Stairs



B. Screen Porch w/ Grill Deck

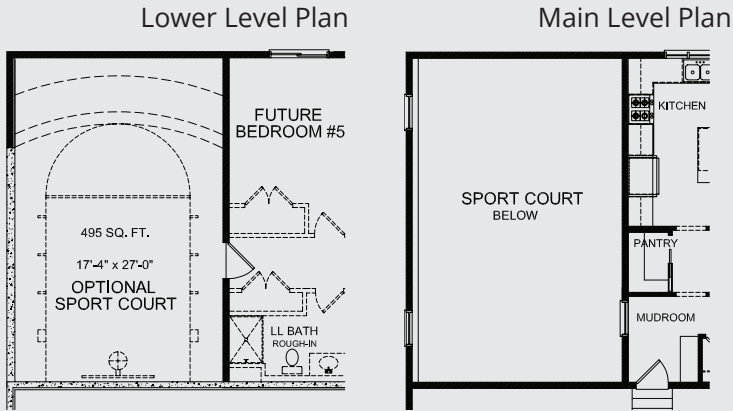


C. Sunroom w/ Deck

2 Luxury Owners Bath



3 Sport Court





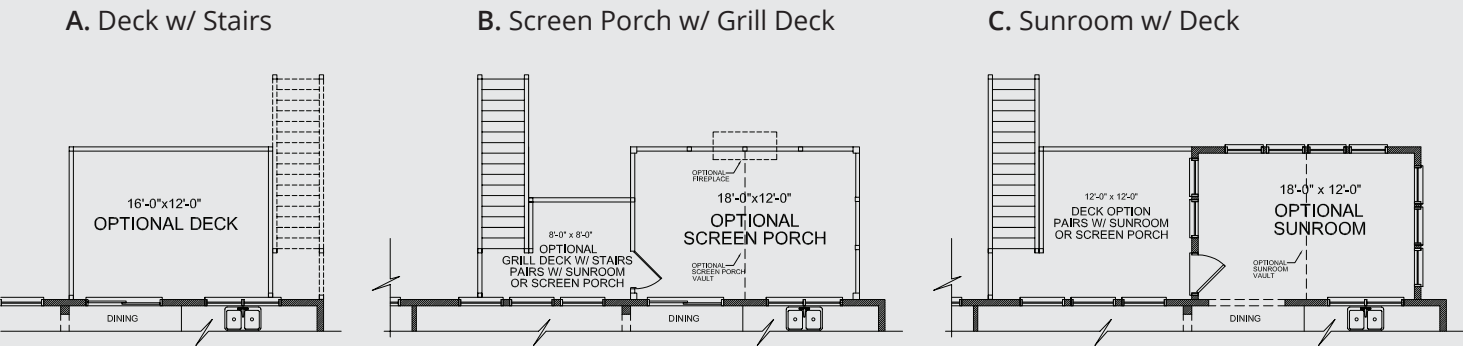
ELEVATION A



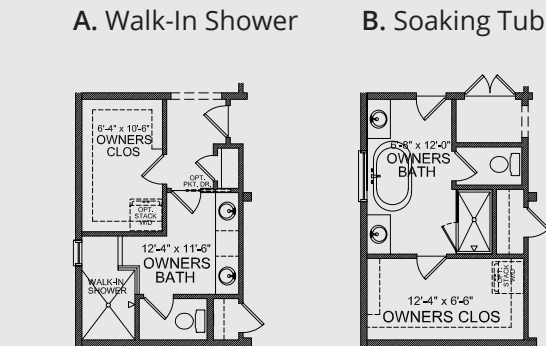
ELEVATION B

ARCHITECTURAL OPTIONS

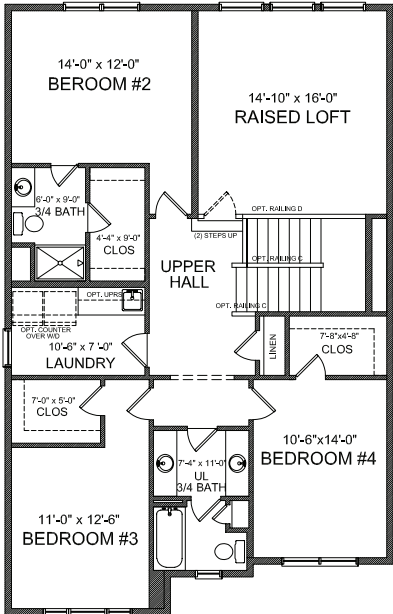
1 Deck, Screen Porch, & Sunroom Options



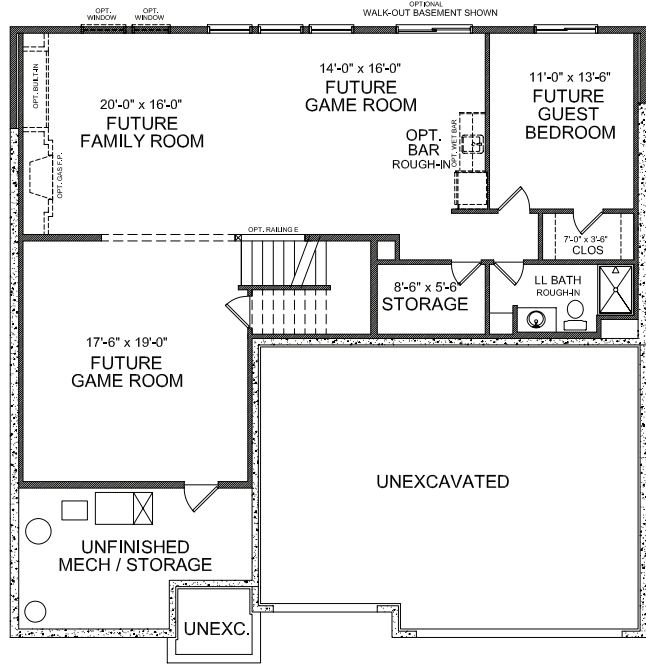
2 Luxury Owners Bath



MAIN LEVEL



UPPER LEVEL



LOWER LEVEL

OPTIONAL FINISHED LAYOUT

ELEVATION A FLOORPLAN

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BRINGING THE BEST HOME FOR OVER 30 YEARS

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#BC002459/#BC672669

PALMER

1,864-3,342 SQFT



1-5



2-3



3

ELEVATION C



ELEVATION A



ELEVATION B



This gorgeous one-story home features a main-level owners' suite with beautiful en-suite bath. The main level also showcases a large great room with fireplace, dining room with optional buffet, and a kitchen with large island and sink overlooking a beautiful window. A flex room and powder room right of the foyer provide additional function. The option to finish the lower level adds two bedrooms, a bath, large recreation room, game room, and optional bar.

Explore the Palmer Elevation "A" floorplan and architectural options on the back 



SOUTH COLLECTION



STONEGATE BUILDERS

■ A DIVISION OF GONYEA COMPANIES ■

Gorgeous Villas Designed for Relaxed Living

1-5 BEDROOMS, 2-3 BATHS, 2-3-CAR GARAGES | 1,761-3,914 SQ FT



ELEVATION B

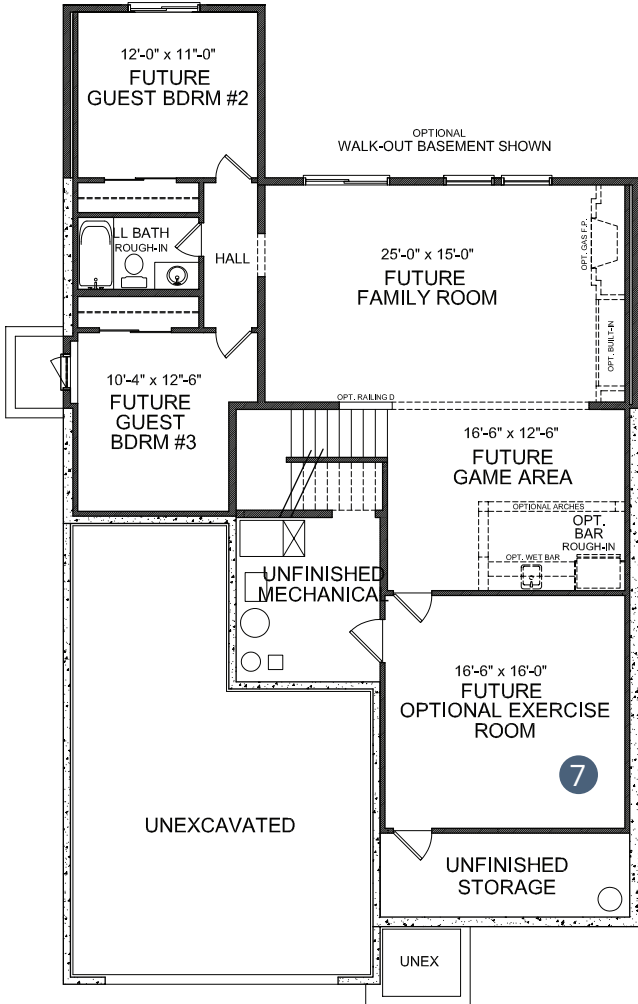


ELEVATION A

ARCHITECTURAL OPTIONS



MAIN LEVEL

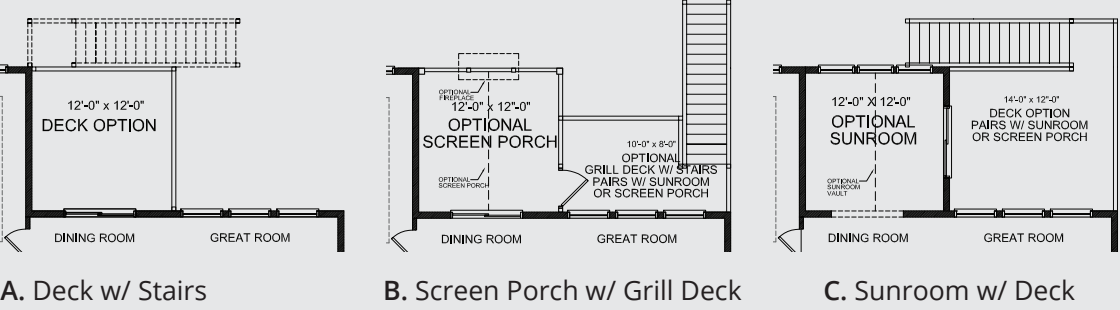


LOWER LEVEL
OPTIONAL FINISHED LAYOUT

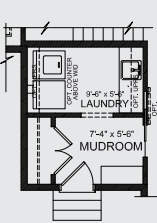
ELEVATION "A" FLOORPLAN
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8 UPPER LEVEL

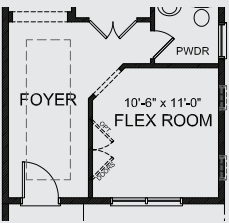
1 Deck, Screen Porch, & Sunroom Options



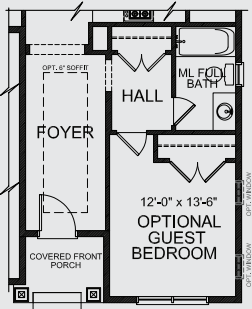
2 Alternate Mudroom & Laundry Layout



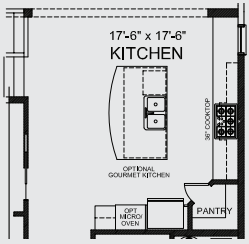
3 Angled Flex Room



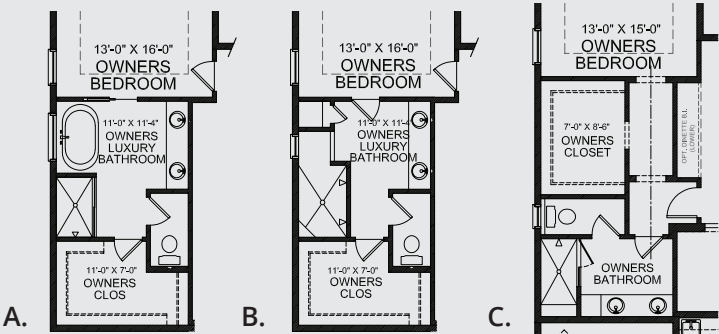
4 BR w/ Full Bath in Lieu of Flex Room



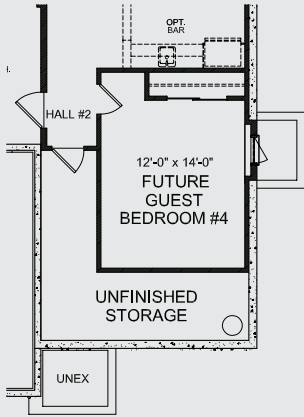
5 Alternate Kitchen Layout



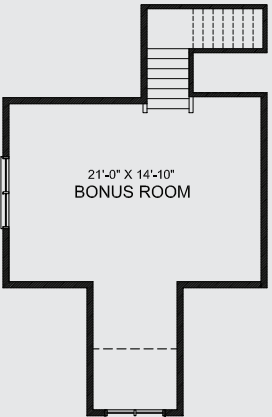
6 Luxury Owners Bath Options



7 BR in Lieu of Exercise Room



8 Upper Level Bonus Room



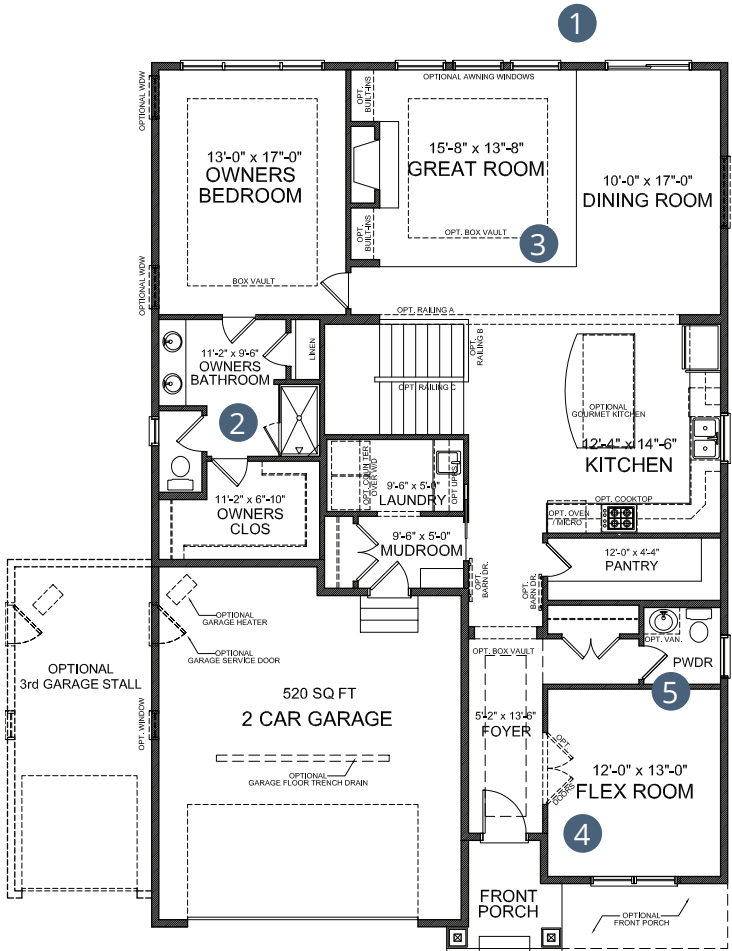


ELEVATION B

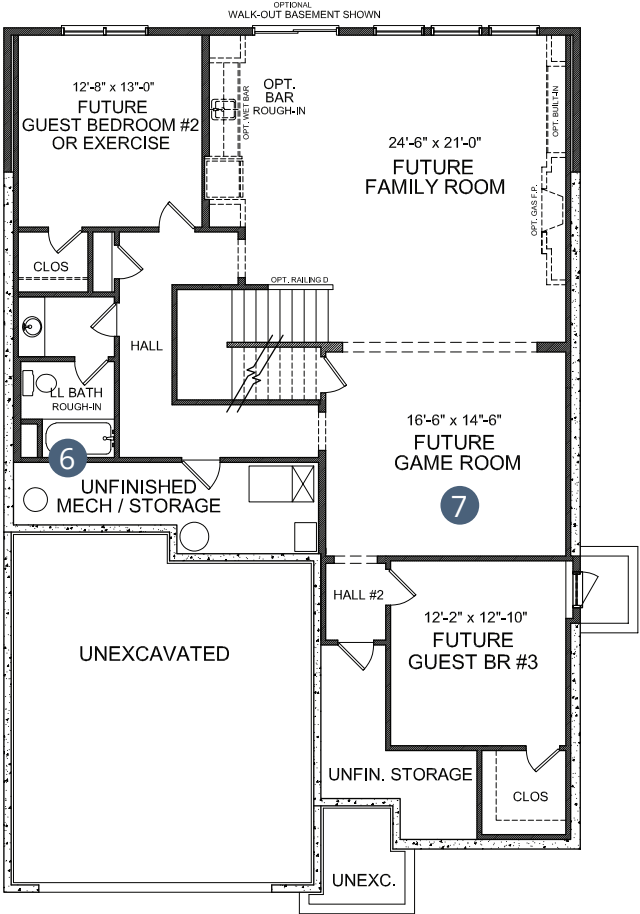


ELEVATION A

ARCHITECTURAL OPTIONS



MAIN LEVEL

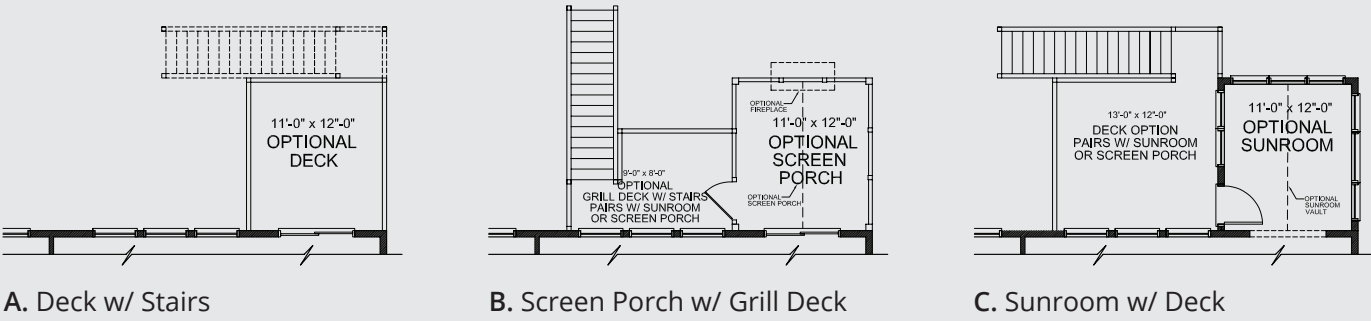


LOWER LEVEL
OPTIONAL FINISHED LAYOUT

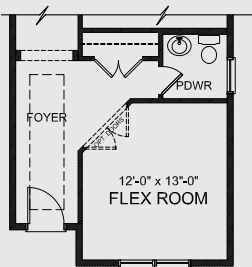
8 UPPER LEVEL

ELEVATION "A" FLOORPLAN
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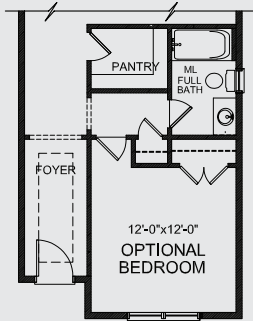
1 Deck, Screen Porch, & Sunroom Options



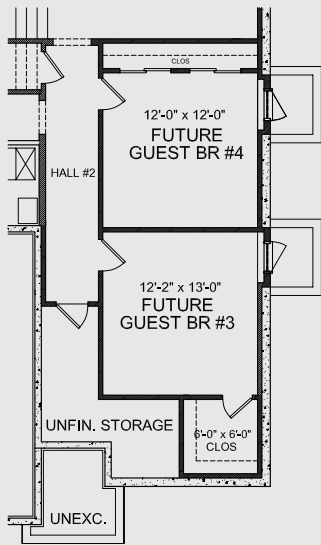
4 Angled Flex Room



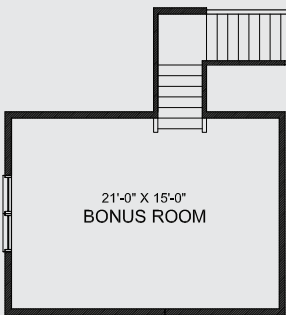
5 BR w/Full Bath in Lieu of Flex Room



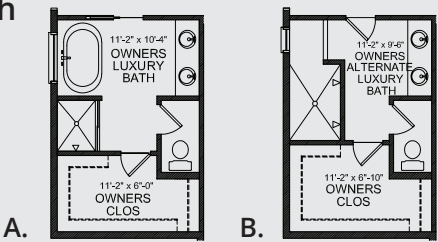
7 4th BR in Lieu of Game Room



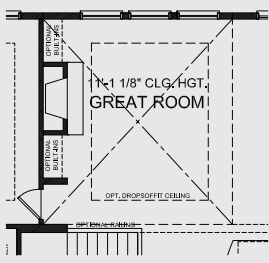
8 Upper Level Bonus Room



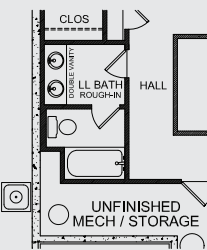
2 Luxury Owners Bath

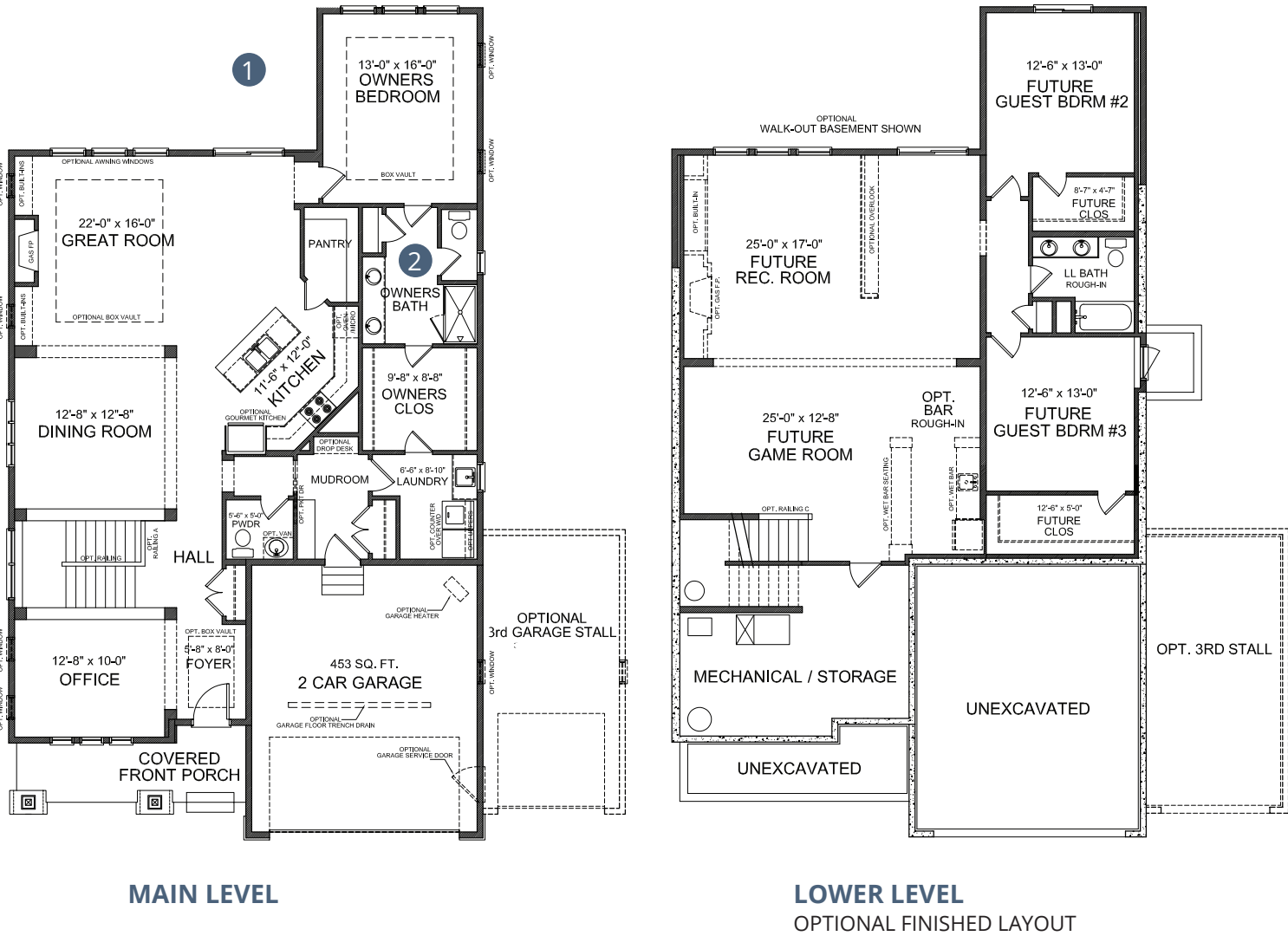


3 Alternate Great Room Ceiling



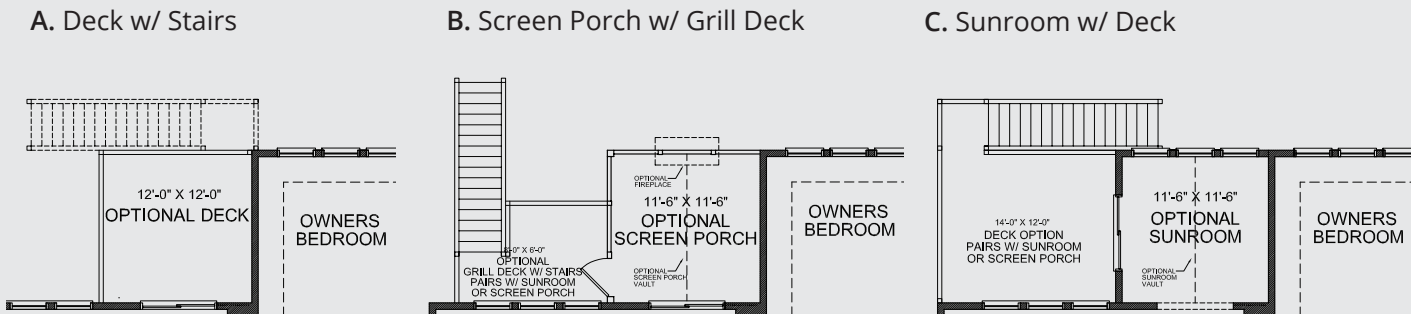
6 Alternate Lower Level Bath



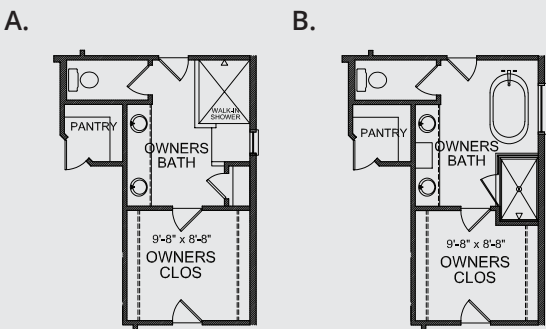


ARCHITECTURAL OPTIONS

1 Deck, Screen Porch, & Sunroom Options



2 Luxury Owners Bath



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The improvements, features and specifications of the units shown in this brochure need not be built as depicted. The specific physical characteristics of each unit may differ from each other unit. No express or implied warranty is made in advance that any unit will conform to this depiction, description or model. Each unit will be a custom unit, constructed based on its specific plans and specifications.

RESOLUTION NO. 98-19

CITY OF MINNETRISTA

**RESOLUTION GRANTING APPROVAL OF A WAIVER FROM CERTAIN
ARCHITECTURAL REQUIREMENTS TO ALLOW FOR THE CONSTRUCTION OF
CERTAIN MODEL HOMES WITHIN THE PLAT OF JENNINGS BAY VILLAS**

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

WHEREAS, the City has adopted zoning and subdivision regulations to promote the orderly, economic and safe development and utilization of land; and

WHEREAS, Section 505.07 subdivision 12 spells out residential design standards for new home construction in the City of Minnetrista; and

WHEREAS, Jeff Martineau (the “Applicant”) is the land to be platted as Jennings Bay Villas; and

WHEREAS, Subdivision 12 (d) (3) requires garages will not comprise more than 55 percent of the ground floor street-facing linear building frontage; and

WHEREAS, the Applicant has properly made application to seeking a waiver to the city code standard to offer four models; and

WHEREAS, City Council has reviewed the application, and found the request in keeping with the intent of the code to line streets with active living spaces, create pedestrian-oriented streetscapes and provide variety and visual interest in the exterior design of residential buildings;

NOW, THEREFORE, BE IT RESOLVED, by the city council of the city of Minnetrista, that approval of a waiver to Section 505.07 Subd. 12 (d) (3) is hereby granted in such that it allows the home models as proposed by the Applicant to be constructed, subject to the following conditions:

1. The waiver is only approved for the following lots:
 - a. Lots 3, 4, and 7, Block 1; and
 - b. Lots 2 and 3, Block 2.
2. The ground floor street-facing linear building frontage shall not exceed 60 % for any of the above lots.

This resolution was adopted by the City Council of the City of Minnetrista on this 19th day of August, 2019, by a vote of _____ ayes and _____ nay

Lisa Whalen, Mayor

ATTEST:

Kris Linquist, City Clerk

CITY OF MINNETRISTA

BUSINESS/DISCUSSION ITEM



Subject: Street Improvement Project Planning

Prepared By: Alyson Fauske, PE, City Engineer

Meeting Date: August 19, 2019

Background/Discussion:

At the August 5, 2019 Council discussed potential street projects for 2020 and beyond and requesting the following information:

Options for 2020 projects based on Versions 1 and 2 of the budget presented on August 5, 2019.

	Version 1	Version 2
Road Levy	\$600,000	\$525,000
Reclamation of Shady Lane/ Lakeview Drive/Margaret Circle	\$893,000 (Per the City's assessment policy, \$446,500 would be assessed)	
Overlay	\$153,000	\$78,500

City staff will discuss potential overlay streets with the council at the meeting.

When utility work is proposed in conjunction with a street project, can the utility fund be used to pay for street work?

Yes, for the portion of the street that's disturbed due to the utility work. The council may want to take into consideration the age of the street when determining what portion of the street cost is paid with utility funds. For example:

If the street improvement cost is \$100,000 and the utility work disturbs half of the street, \$50,000 of the street repair cost is due to the utility work. If it's a new road, consider funding 100% of the street repair from the utility fund. If the road has reached approximately 75% of its life, consider funding 25% of the street repair (in this example, \$12,500) from the utility fund.

What is the schedule for the proposed street improvements?

Staff has contacted the Nature Conservancy regarding their properties in the Hardscrabble area and will meet with their representative on-site to discuss the

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.

proposed project, look at proximity of road to the property line, and the necessary next steps. Staff has exchanged voice mails with the Nature Conservancy representative and will reach out again to schedule an on-site meeting.

For a local street improvement project (ex: Shady Lane/Lakeview Drive/Margaret Circle or Jennings Bay) the anticipated schedule is:

September, 2019: Open house with residents

October, 2019: Approve professional services agreement for preparation of Feasibility Report and Preliminary Plans

January, 2020: Approve preparation of final plans and specifications

February/March, 2020: Advertise for bids

For a Municipal State Aid project for 2020, the schedule would be similar to that of a local street, however about one month should be added to the schedule to allow for State Aid review and approval of the plans.

The information packet from the August 5, 2019 city council meeting is attached for your reference and will be updated based on council comments from the August 5th meeting and any comments from the August 19th meeting.

Staff requests council direction on the location and scope for a 2020 street improvement project.

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 Street Improvement Project Planning

Information Packet

August 5, 2019

This information packet was developed to assist the City Council's consideration of potential street improvement projects.

Recommendations are based on observations from pavement corings taken in 2018 and 2019.

Assumes 2018 + 18% prices plus:

- 2.9% for mill and overlay or full depth bituminous removal and replacement
- 5.3% for reclamation or reconstruction
- Additional 5% contingency for budgeting purposes
- 4% inflation per year
- Indirect costs
- Additional 1" of bituminous



**Recommended Project for 2020: \$893,000
(street improvements), + \$140,000 (forcemain
replacement)**



- Mill and overlay
- Full depth bituminous removal and replacement
- Reclamation

This project is recommended due to the need to replace the forcemain to Lift Station 7 and the condition of the road (extensive patching performed by Public Works annually)

Homeowners Association representatives have indicated that residents would likely support a street improvement project.



Summary of Street Costs	Forcemain Replacement Costs
Potential number of assessable units (will be reviewed during feasibility study and is subject to change): 35 parcels Current levy: \$475,000 Preliminary assessment amount if 50% of the street costs are assessed: \$446,500	The preliminary estimates for the Lift Station 7 forcemain replacement options are: • Open cut: \$140,000 • Directional drill: \$188,000 • Budget: \$200,000 Preliminary estimates are based on recent bid history for similar work and scope. Performing this work in conjunction with the street reconstruction project could save \$75,000 or more as opposed to performing it separately.



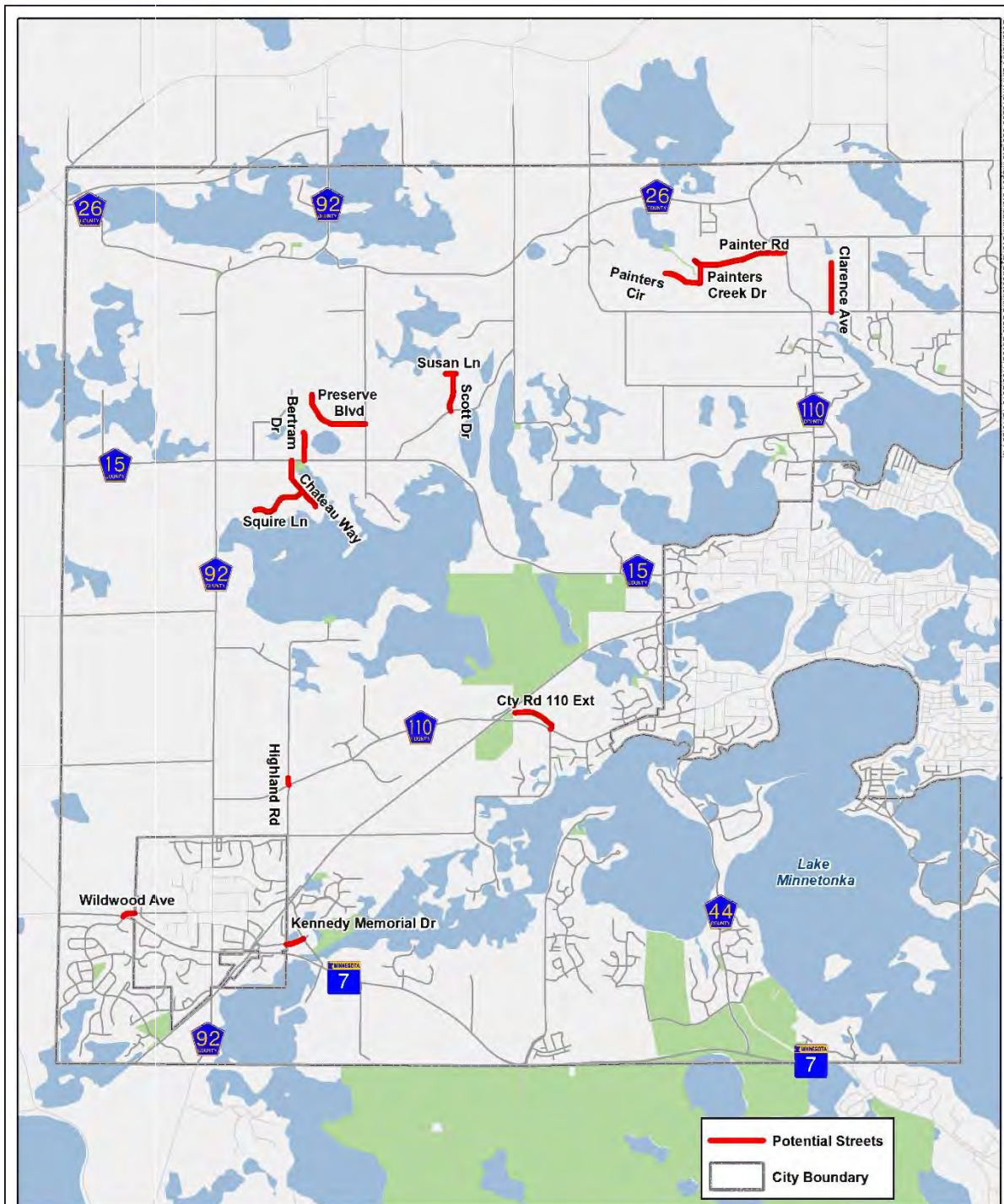
Information on Future Potential Project Areas



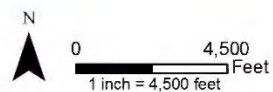
Potential Overlay / Partial Mill and Overlay Project Areas (funded by Street Maintenance Fund)

The table and map below include those streets identified by Public Works staff as potential candidates for thin overlay improvements. These improvements would be funded through the Street Maintenance Fund and be performed in an effort to extend the useful life of the streets and limit the time, effort, and money that Public Works staff spends patching them each year.

Street	2018 OCI Rating	Treatment	Estimated Cost
Wildwood Ave	51.92	1" Overlay	\$ 22,682.58
Kennedy Memorial Dr	32.40	1" Overlay	\$ 30,438.32
Highland Rd	-	1" Overlay	\$ 12,257.47
Cty Rd 110 Ext (west)	-	1" Overlay	\$ 32,367.38
Chateau Way	97.82	Preventative Maintenance	\$ 9,452.33
Chateau Way	98.01	Preventative Maintenance	\$ 5,426.35
Squire Ln	94.19	Patching, some mill in curb area, partial edge mill	\$ 122,590.24
Bertram Dr	84.54	partial edge mill	\$ 56,046.14
Preserve Blvd	88.73	Patching, some mill in curb area, partial edge mill	\$ 149,920.79
Scott Dr	41.70	Edge mill	\$ 66,593.71
Susan Ln	44.40	Edge mill	\$ 18,582.58
Clarence Ave	40.30	1" Overlay	\$ 17,421.96
Painter Rd	70.06	Overlay, Mill and Overlay	\$ 139,519.79
Painters Creek Dr	85.11	Overlay, Mill and Overlay	\$ 28,661.79
Painters Cir	57.18	Overlay, Mill and Overlay	\$ 65,956.78

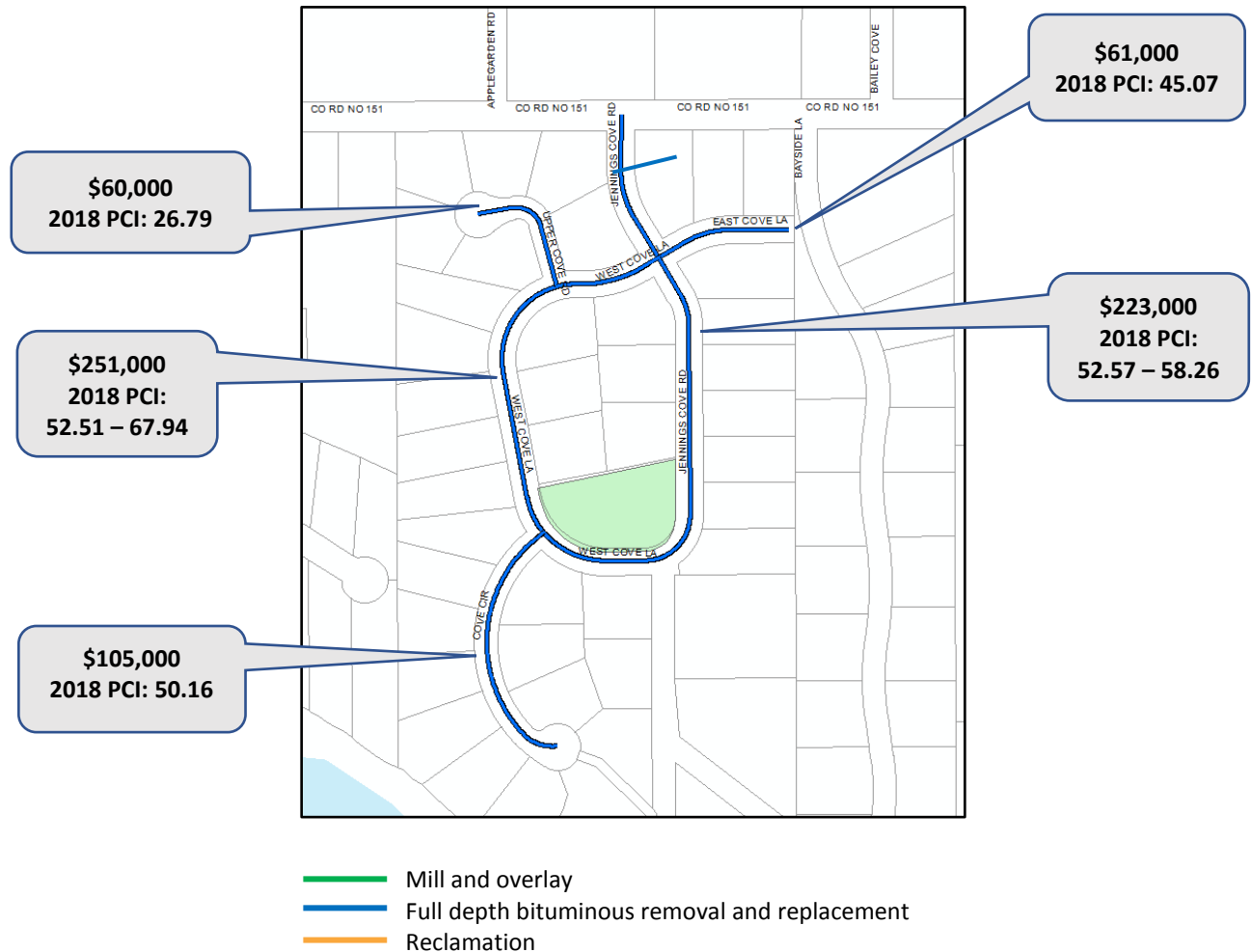


Project Location Map
Potential Partial Mill &
Overlay Streets (Street Maintenance Fund)
Minnetrista, MN





Potential Project Area A: \$700,000



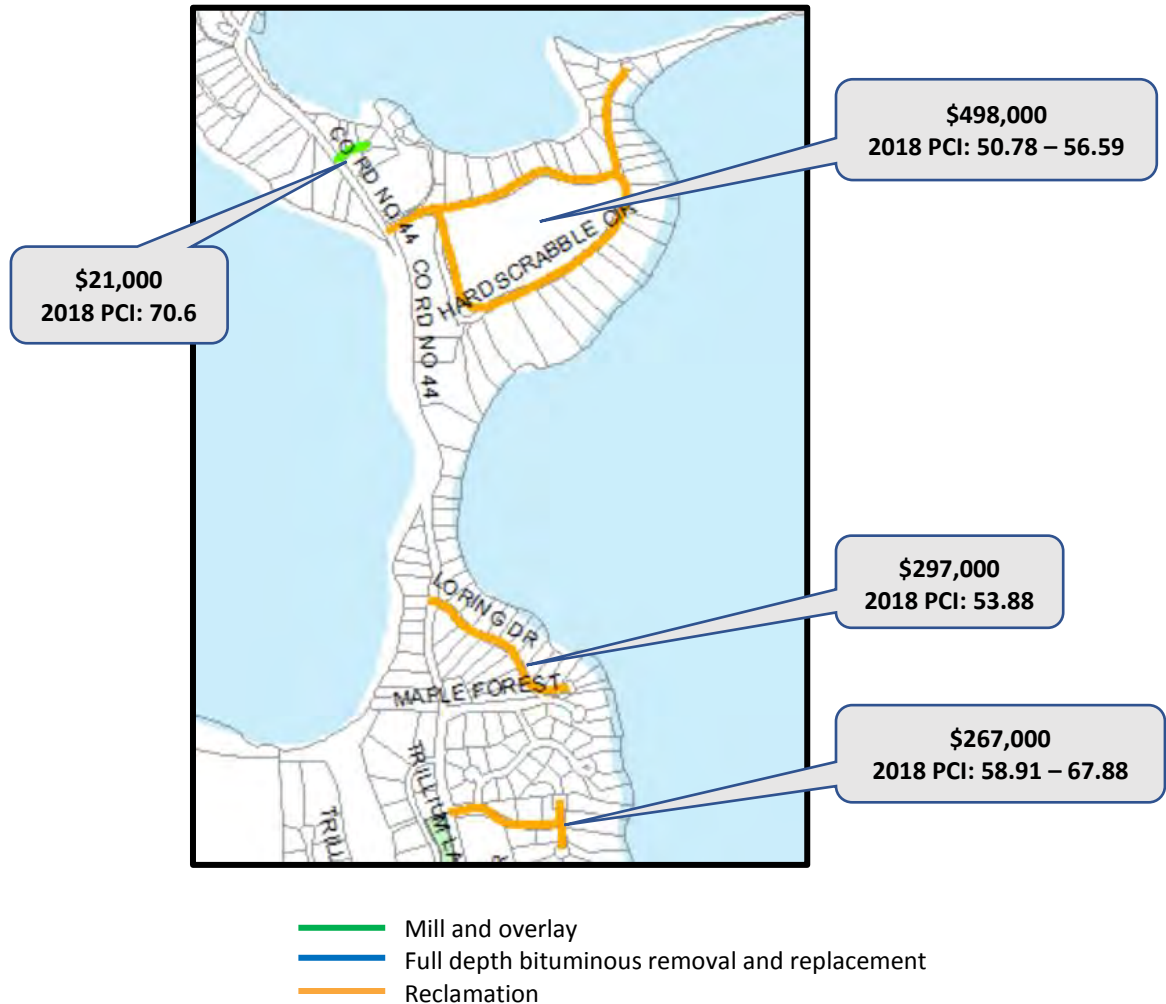
Current levy: \$475,000

Assessments if 50% of estimated project cost is assessed: \$350,000

Potential number of assessable units (will be reviewed during feasibility study and is subject to change): 36 parcels



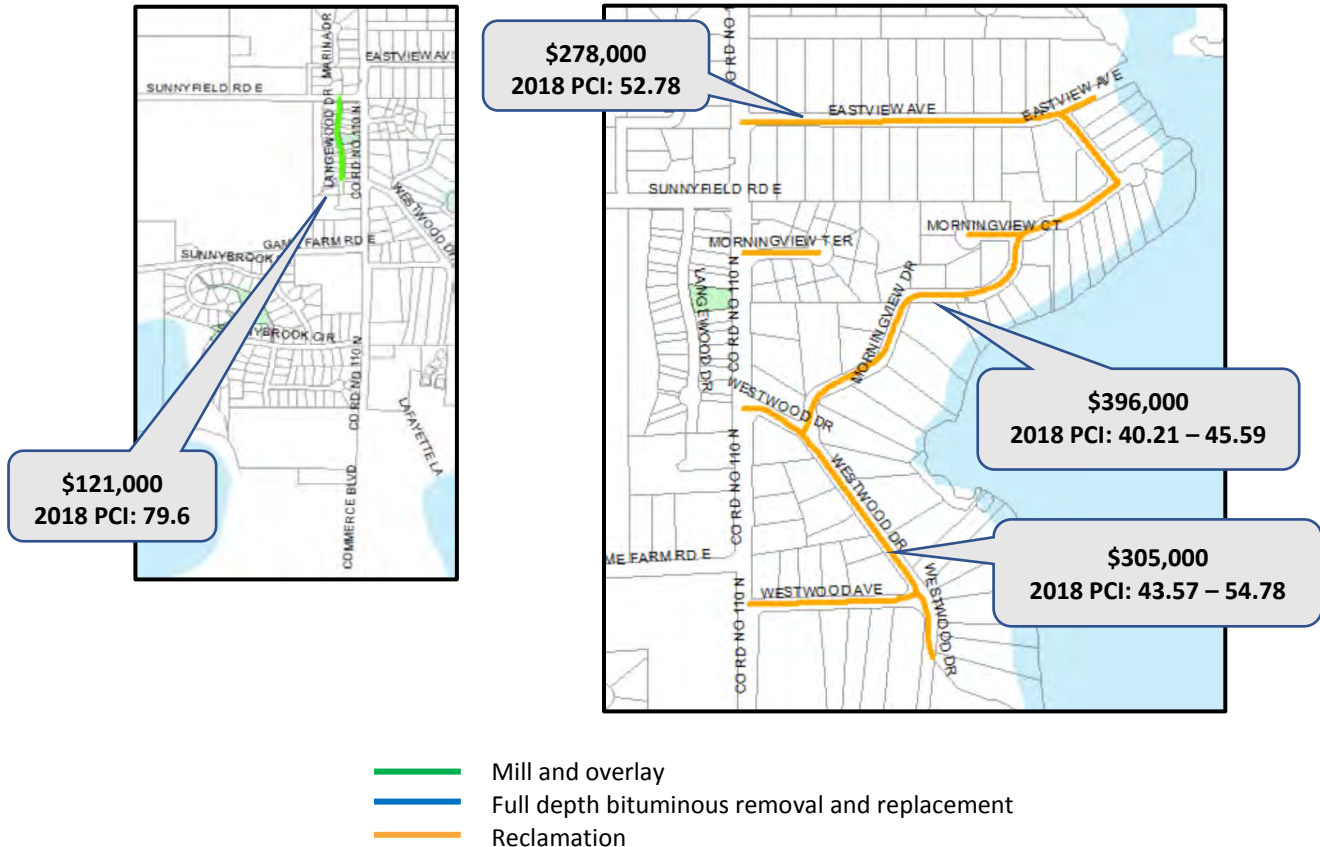
Potential Project Area B: \$1,083,000



Due to the size of this area staff anticipates that bonding would be necessary which would put this project in 2021 or later.



Potential Project Area C: \$1,100,000

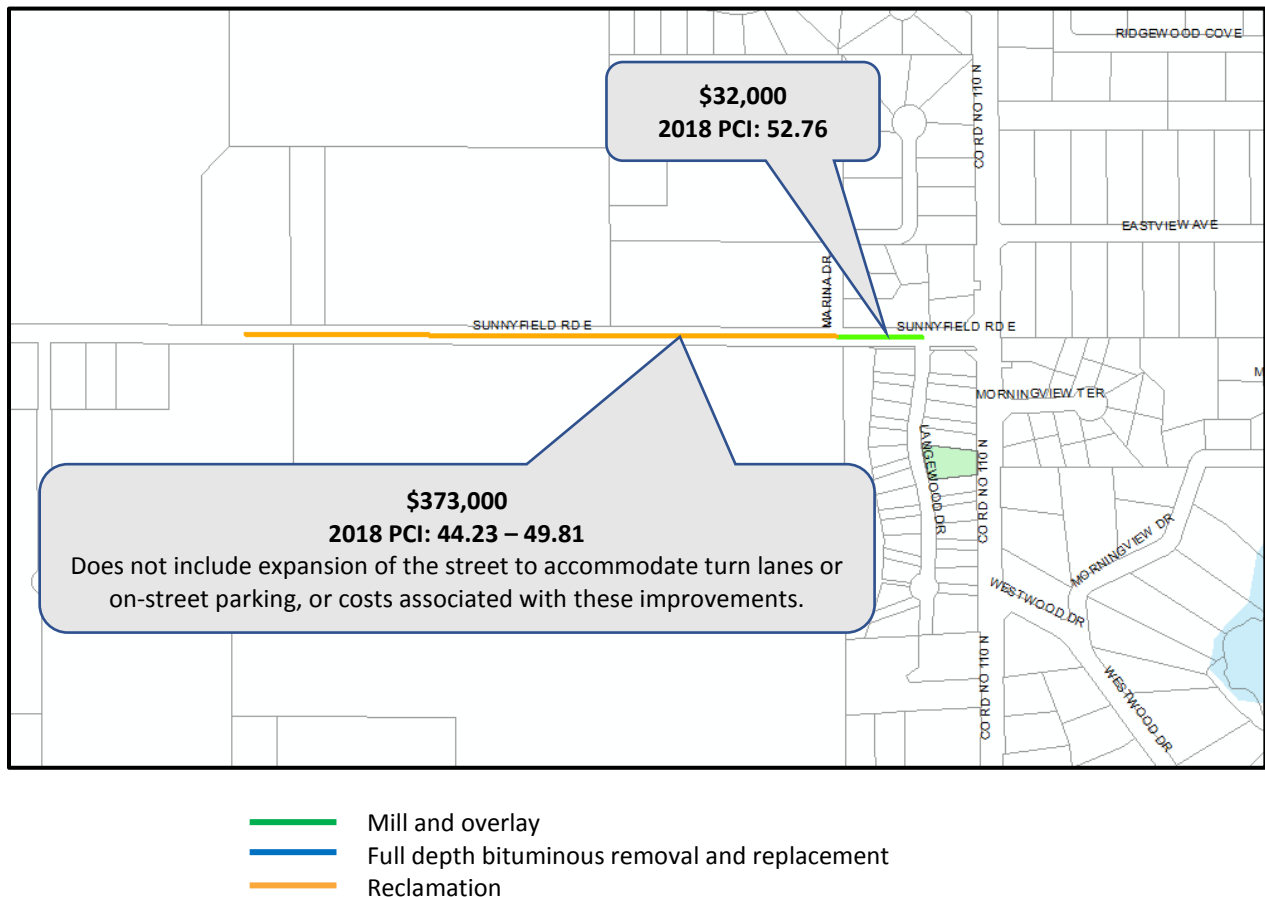


There are several documented watermain breaks in the Morningview/Westwood area therefore staff anticipates that this area would be done in 2022 or later. This estimate is for street costs only and does not include watermain replacement.

Consideration should be made to include Langerwood Drive mill and overlay into the potential Sunnyfield Lane project in 2021.



Potential Project 2021- Municipal State Aid: \$405,000



High level estimate for street re-design options:

- Expand the road to include two-way left turn lanes, an 8' wide parking lane (on the north side) and a 2' wide gravel shoulder: \$775,000
- Including concrete curb and gutter and necessary storm sewer improvements: \$960,000

Timeline:

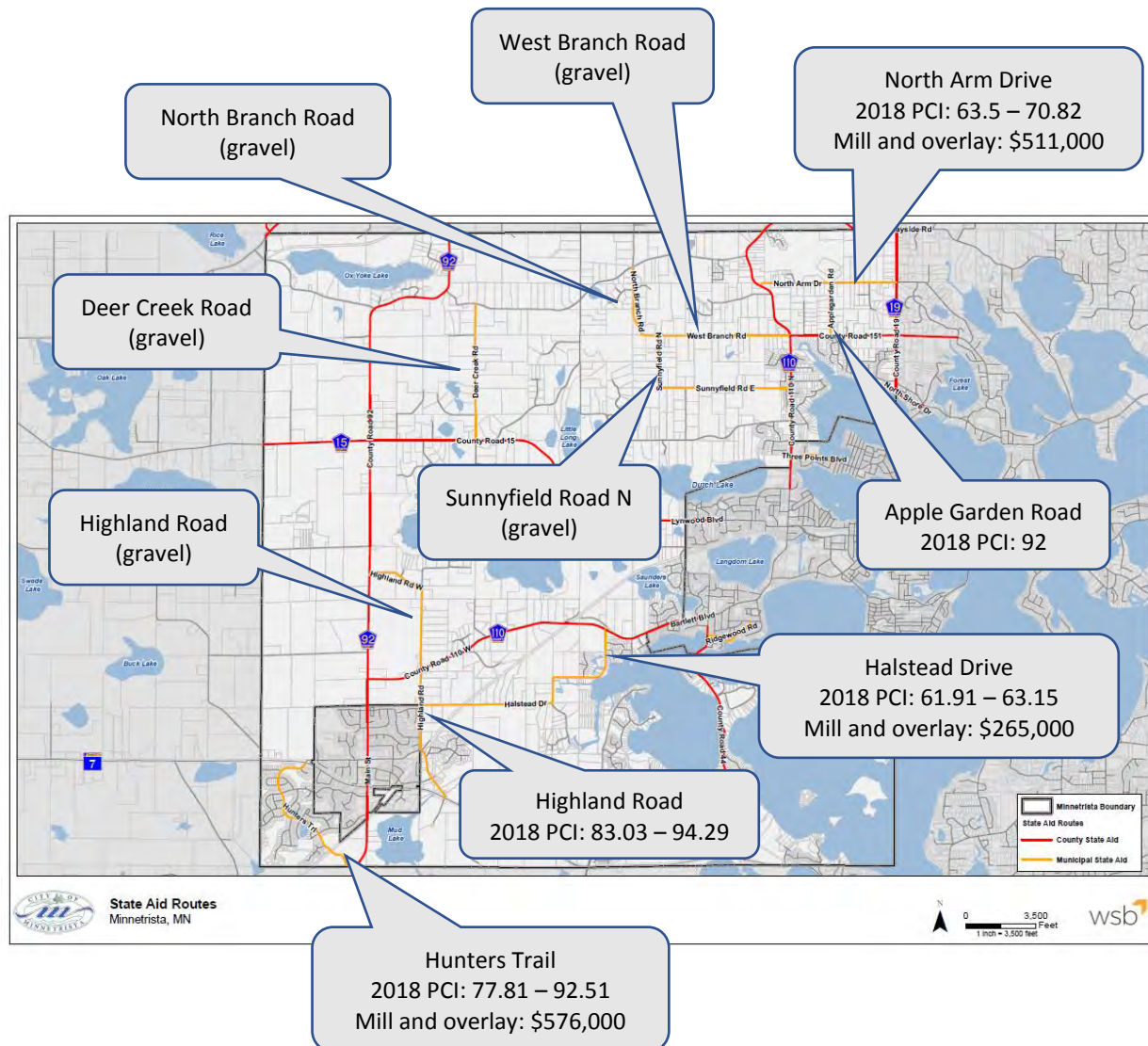
- If this project proceeds in 2021, the scope of the project must be defined during the 2nd quarter of 2020 so that the school district can budget accordingly
- If roadway expansion due to turn lanes and parking lanes is pursued, additional design time and review time from MnDOT would be necessary



Information on Municipal State Aid Streets



Municipal State Aid Streets





Municipal State Aid - Funding Questions

1. Are Engineering costs reimbursed by State Aid?
 - a. Yes. Requests for reimbursement of project development costs (such as engineering) may be submitted any time after the costs have been incurred. Project development and construction engineering charges are limited to 25% of the eligible construction costs.
2. Can the cost of a traffic study be paid using State Aid funds?
 - a. Yes. This would be considered an engineering cost and subject to the requirements and limitations listed above.
3. What is Minnetrista's current State Aid fund balance?
 - a. As of April 30, 2019, the balance available is \$1,317,413.07.
4. What will Minnetrista's 2019 allotment be?
 - a. Per the 2019 January Distribution books that State Aid puts together, Minnetrista's 2019 Construction Needs Allocation is \$251,688.
5. Does the city lose any state aid funds if they accumulate over a certain dollar amount and/or go a certain number of years before using funds?
 - a. Yes, currently for Minnetrista annual allotment would decrease if the construction fund balance is \$1,500,000 or more. State Aid employees typically notify the City if the fund balance is reaching the maximum.

HENNEPIN COUNTY

MINNESOTA

MEETING AGENDA

Date: August 14, 2019

Time: 1:00PM – 2:30PM

Location: HC Public Works – Medina, Small Training
Room - 1103

Meeting Leader: Trudy Elsner

Meeting Topic: Minnetrista & Hennepin County 2020-2021 Project Coordination

Project Name: HC 2020 Pavement Maintenance Projects County Project Numbers: 1837/2183304

Agenda:

- Introductions

- West Branch Rd. (CSAH 151) from: Commerce Blvd (CSAH 110) to North Shore Dr. (CSAH 19)
 - Anticipate 2" mill and overlay
 - Drainage improvements
 - Adjacent City Work
 - City Utility Work

- County Road 92 (CSAH 92) from: South county line to TH 7
 - Anticipate 2"-3" mill and overlay
 - Proposed widening at gas station to improve drainage
 - Proposed widening to accommodate turn lane northbound at Partridge and three lane section north Partridge
 - Proposed widening to accommodate turn lanes at Hunter's Trail
 - Adjacent City Work
 - City Utility Work



HENNEPIN COUNTY

MINNESOTA

- County Road 15 (CSAH 15) from: West county line to Westedge Blvd
 - Anticipate Full Depth Reclamation with 2" overlay
 - Drainage improvements
 - Adjacent City Work
 - City Utility Work
- County Road 92 (CSAH 92) at County Road 26 (west jct.) Project #2183304
 - Drainage improvement project and slope stabilization
- County Road 92 (CSAH 92) from: Hillview to County Rd. 15 and up to County Rd. 6
 - Anticipate Full Depth Reclamation or Cold In-Place Recycling with 2" overlay
 - Drainage improvements
 - Adjacent City Work
 - City Utility Work
- County Road 26 from: County Rd 92 (CSAH 92) to County Rd. 110
 - 2021 or 2022 pavement project
 - Drainage improvements
 - Adjacent City Work
 - City Utility Work
- Other items?





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

July 30, 2019

Dear Minnetrista Property Owner,

Ben & Holly Montang of 8150 West Deer Creek Road have made an application with the City of Minnetrista for a Special Home Occupation Administrative Permit to operate a home-based business. According to Section 505.07, Subd. 10 of the Minnetrista City Code, Minnetrista residents within 500 feet of the Applicant's property must be notified of this application and given 10 days to submit written comments on the proposal. If no objections are raised, the permit will be issued upon expiration of the comment period. If objections are received, the issue will be noticed and a public hearing held at the next available Planning Commission meeting. The Planning Commission shall forward a recommendation to the city council for review at the next available City Council meeting to approve or deny the permit. A description of the request is as follows:

Ben Montang is proposing to obtain a used car dealer's license through the Minnesota Department of Public Safety. The license, which requires local zoning approval, allows for greater access to used car inventories at wholesale prices and the ability to buy and sell greater than 5 cars per year. All storage will be kept inside, primarily in an existing accessory building. No modifications to the existing building is required and the Applicant is not proposing to build any new structures. There will be no outside evidence of the dealer's license, except for one sign, and allowed by City Code. The sign shall not exceed 2 sq. ft. in Display Surface Area. The Applicant is not proposing any additional employees, as this is a personal hobby of the Applicant. Site visits will be limited to no more than 5 per day and not greater than 2 visits at one time. Unusual parking and traffic patterns shall not be generated beyond that which is reasonable and normally found in the neighborhood and in no case shall customer vehicles be parked on public or private roads. Adequate off-street parking based on the number of customers per day shall be provided and be screened on all sides. Site visits and deliveries will be limited to the hours of 7:00 am and 7:00 pm.

Please forward any comments in writing by **Monday August 12th, 2019 at 4:00 p.m.** to nolson@ci.minnetrista.mn.us or:

Attn: Nickolas Olson
City Planner
City of Minnetrista
7701 County Road 110 W
Minnetrista, MN 55364

More information on home occupations can be found in Chapter 5 of the Minnetrista City Code, available on the City's website at www.cityofminnetrista.com.

CITY OF MINNETRISTA

7701 Co Road 110W • Minnetrista, MN 55364 • 952-446-1660

Owner Information:

MONTANG, BEN & HOLLY
8150 WEST DEER CREEK ROAD
MINNETRISTA MN 55359
(612) 419-5316

Permit No.: **ML-19014**
Permit Type: LU - CUP
Parcel No.: 05-117-24-44-0002
Approved Date: XX/XX/XX



This property has applied to the City of Minnetrista for an administrative home occupation permit in accordance with the procedures established by Minnetrista City Code Section 505.07 Subd. 10(f). Notification of the proposed business was sent to all property owners within 500 feet of the subject property on July XX, 2019. Property owners were given 10 days to submit written comment regarding the proposed home occupation. The 10 day comment period expired on July XX, 2019. Staff did not receive any comments regarding the proposed home occupation. Therefore, an administrative home occupation permit is being issued for the following property:

Address: 8150 West Deer Creek Road
Applicant: Ben & Holly Montang
Business: Used Car Dealer's License

Conditions for the home occupation permit are as follows:

1. There will be no outside storage or exterior evidence of the used car dealer's license, except for one sign, as required by the MN Department of Public Safety and allowed by City Code. The sign shall not exceed 2 sq. ft. in Display Surface Area;
2. The used car dealer's license will only make use of the existing buildings. Any new buildings will require an amendment to this permit;
3. The home occupation will comply with the provisions of the city code;
4. The number of employees will be limited to one person in addition to family;
5. The area within a dwelling/accessory structure used by the home occupation will not exceed twenty percent of the dwelling's livable floor area, or 20 percent of any accessory structure. Accessory structures in agricultural or agricultural preserve zoning districts are not subject to this requirement;
6. The home occupation will be clearly incidental and secondary to the residential use of the premises;
7. On-site sales will be prohibited, except those incidental to services provided by the home occupation. Sales events such as Tupperware, cosmetics, or other nonscheduled product sales will be exempt from this provision;
8. The area used for the home occupation will meet all applicable fire and building codes;
9. No home occupation will require internal or external alterations or involve construction features not customarily found in dwellings except where required to comply with local and state fire and police recommendations;
10. Only one sign will be permitted for attachment to the entrance of the dwelling. Such sign will be non-illuminated and meet all respective sign regulations as outlined by the city code;
11. Other than the allowed sign, there will be no exterior evidence visible from public roads or adjacent parcels of the home occupation, including but not limited to, storage of materials, equipment, supplies, garbage dumpsters, etc.;
12. Vehicles associated with the home occupation will be limited to one vehicle not to exceed 26,000 gross vehicle weight (GVW). The vehicle will be parked in a garage, or screened, or parked 200 feet from the right-of-way if the name of the home occupation or advertising appears on the vehicle. These larger

8150 West Deer Creek Road

THIS PERMIT SHALL BE POSTED AT THE ABOVE ADDRESS AT ALL TIMES

vehicles may be allowed after consideration of the vehicle size in relation to the intended use, the road surface, the character of the neighborhood, number of vehicle trips, and any other relevant matters;

13. Unusual parking and traffic patterns will not be generated beyond that which is reasonable and normally found in the neighborhood, and in no case will customer vehicles be parked on public or private roads (exempted business customers may park on-street for the purposes of pick-up/drop-off only, for a period not to exceed ten minutes);
14. Adequate off-street parking based on the number of customers per day will be provided and be screened on all sides;
15. Services may be provided to customers on site provided no more than two additional parking stalls are necessary for customer parking and the spaces will be provided on the lot. The home occupation will not add more than 10 daily, nonresidential vehicle trips to or from the property;
16. The home occupation will not include work staging areas or employees reporting to the home occupation site to receive work assignments and working elsewhere;
17. Site visits, deliveries, etc. are limited to the hours of 7:00 a.m. to 7:00 p.m. with no hours of operation on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas; and
18. Complaints made to the city regarding the home occupation will be reviewed by the city council at the next available meeting. Failure to comply with any of the above conditions or city code requirements may result in revocation of this permit by the City Council.

8150 West Deer Creek Road

THIS PERMIT SHALL BE POSTED AT THE ABOVE ADDRESS AT ALL TIMES

I am seeking a conditional use permit to meet the requirements set forth by the Minnesota Department of Public Safety to obtain an automotive dealers license. My reasoning for obtaining this license is to further my automotive hobby of buying, driving, and selling interesting cars. The license allows for greater access to used car inventories at whole sale prices and an ability to buy and sell greater than 5 cars per year. This will not be my full time job, I have a long established career in the finance industry as the Vice President of Operational Risk at a fortune 50 financial institution.

The licensing process has specific site requirements for the location of the dealership:

- A commercial style building
- Display area for a minimum of 5 vehicles
- Zoning approval

My property has a pole barn located on the back (north) side of the 10 acre parcel that is privately located and has an estimated capacity to hold 25 cars (see attached photo). The building itself meets all requirements for the dealers license. It has water, a sewer line, power, and a phone line that were all installed with the building when it was new in 1995. I believe the display area can be inside the building, however there is more than enough space to park 5 cars outside the building out of sight from any neighbors.

Regarding the affect on the health, safety, and general welfare of the city, approving this conditional use permit will have minimal or no impact on the city or my neighbors in the community.

- No new structures need to be built and there are no changes to the existing structures that will need to be made.
- Cars will be stored indoors or out of sight of any neighbors.
- There are not any additional fire or safety hazards
- Traffic changes will be minimal, as many transactions now happen via the internet and cars are shipped in and out of Minneapolis.
- There will not be an effect on surrounding properties as nothing visually or aesthetically will change with my property.
- There will be no new government services needed beyond what my residence already requires, thus so no impacts are expected to governmental facilities and services.
- The use of my property to meet the requirements of a dealership will not have an effect on any sensitive environmental features. I have been very active in restoring my property to its natural prairie state, have been a care taker of the shared wetlands, and have planted over 500 trees.
- Minnetrista's comprehensive plan highly values the preservation of a diversified rural and agricultural community. Allowing me to utilize my existing building on my current land for these purposes will allow me to minimize my overall foot print within the surrounding area in alignment with the city goals.

