

CITY OF MINNETRISTA



CITY COUNCIL CONSENT AGENDA ITEM 4F

Subject: 2585 Highland Road Second Home Agreement

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

Meeting Date: September 15, 2025

Issue: James and Brenda Bell (the “Applicants”) are the owners of the property located at 2585 Highland Road (the “Property”). The Applicants purchased the Property with the intention of building a new home. While building the new home, the Applicants would like to live in the existing home on the Property. In order to do so, City Code requires the Applicants to enter in to a second home agreement with the City. Second home agreements require approval by the City Council. City staff has draft a second home agreement and the Applicants have agreed to its form. The form of the agreement has been attached for City Council consideration.

<p><u>Recommended Action:</u> Motion to approve a second home agreement between James and Brenda Bell and authorize the Mayor and City Clerk to sign on behalf of the City.</p>
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Attachments:

1. Applicants’ Narrative
2. Demo Cost Estimate
3. Form of Second Home 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.

To Whom it may concern,

We recently purchased a home at 2585 Highland Road in Minnetrista. We plan to build a new home on the property, we are requesting the city allows us to wait to tear down the existing home until we have received the certificate of occupancy for the new home. Our 26 year old son has Muscular Dystrophy and uses a power wheelchair. The existing home works for us in the short term but does not fit all his specific needs, we would like to retain the home until the new home is built since it is very difficult to find a rental property that has accessibility. Our desire is to build a home that is custom designed for his needs and is totally accessible.

We would also like to request a 60 day delay after the certificate of occupancy to salvage as much as the existing property as possible before it is demolished.

Thank You,

Jim and Brenda Bell
2585 Highland Road
Minnetrista, Mn 55359
952-250-9756



July 18, 2025

RE: 2585 Highland Road, Minnetrista, MN 55359

Minnetrista City Planning Department:

We will be handling the new home construction at 2585 Highland Road for Jim and Brenda Bell. As part of that new construction, we will also demo the existing home upon completion of the new home.

We would like 60 days after occupancy of the new home, to start the demo process of the existing home. The demo proposal is \$28,000.00 and will take no longer than thirty days.

If there are any questions, please reach out to me at 612-382-6724.

Thank you.

A handwritten signature in black ink, appearing to read 'Jeff Konen', followed by a long horizontal flourish.

Jeff Konen,
General Contractor
Konen Homes, Inc.

SECOND HOME AGREEMENT

THIS SECOND HOME AGREEMENT (“Agreement”) is made this ____ day of _____, 2025, by and between _____, Trustee of the James R & Brenda S Bell Living Trust dated March 13, 2013 and any amendments thereto (the “Owner”) and the City of Minnetrista (the “City”), a Minnesota municipal corporation.

I. RECITALS

WHEREAS, the Owner is the owner of certain real property located at 2585 Highland Road in Minnetrista, Hennepin County, Minnesota, legally described on the attached Exhibit A (the “Property”); and

WHEREAS, a house (the “Structure”) currently exists on the Property; and

WHEREAS, the Owner wishes to construct a new house on the Property (the “Second House”) while occupying the Structure during construction of the Second House; and

WHEREAS, upon completion of construction of the Second House, the Owner intends to remove the Structure and its foundation from the Property and complete the associated grading and backfilling work necessary so that the area formally occupied by the Structure meets the surrounding grade (the “Improvements”); and

WHEREAS, according to Section 505.07, subdivision 9 of the Minnetrista City Code, “no accessory structure will be allowed to exist or be constructed on any lot that does not contain a principal structure to which it is accessory, unless an accessory home agreement is entered into and approved by the city council;” and

WHEREAS, the City has agreed to allow the Owner to retain the Structure on the Property during the construction of the Second House, subject to certain conditions; and

WHEREAS, among the conditions is a requirement that the Owner executes this Agreement and provide a deposit or letter of credit to the City in order to ensure that the City has the right and the financial resources to complete the Improvements in the event that the Owner fails to do so; and

II. AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree and stipulate as follows:

1. USE OF STRUCTURE. The City agrees to permit the Owner to maintain and occupy, but not expand or improve, the Structure until construction of the Second House is complete. The Owner agrees to complete all of the Improvements within 60 days of the issuance of a certificate of occupancy for the Second House, or by _____, whichever occurs first. The Owner may request an extension to this deadline, however, the City is under no obligation to grant an extension.

2. REPRESENTATIONS OF OWNER. The Owner represents that it is the fee owner of the Property, that it has full legal power and authority to encumber the Property as provided in this Agreement, that in doing so it is not in violation of the terms or conditions of any instrument or agreement of any nature to which the Owner is bound or which relates in any manner to the Property.

3. COMPLETION OF THE IMPROVEMENTS. If the Owner fails to complete any of the Improvements within 60 days of issuance of a certificate of occupancy for the Second House, the Owner grants permission to the City, its employees, contractors and assigns to enter upon the Property for the purpose of completing the Improvements.

4. SECURITY. The Owner agrees to deposit with the City a cash deposit or letter of credit in the amount of \$28,000, which represents 100 percent of the estimated cost of completing the Improvements. In the event that the Owner fails to complete all of the Improvements within the time specified by this Agreement, the City may complete the Improvements and draw from the deposit or letter of credit for any expenses that it incurs that are associated with this work.

5. SPECIAL ASSESSMENT WAIVER. In the event that the City must complete the Improvements and the expenses incurred by the City exceed the amount of the deposit or letter of credit, the Owner consents to the City levying a special assessment against the Property for the remaining amount in accordance with Minnesota Statutes Section 429.061. The principal amount of the special assessment shall be the actual cost incurred by the City to complete the Improvements that exceeded the letter of credit or deposit amount. The special assessment shall not exceed \$10,000.00. In the event that the City must complete the Improvements and its expenses exceed the letter of credit or deposit amount, the Owner waives its notice of hearing and hearing on the special assessment levied by the City to finance the Improvements, pursuant to Minnesota Statutes Section 429.061 and specifically requests that the special assessment be levied against the Property by the City without a hearing. The Owner also waives its right to appeal the levy of the special assessment in accordance with this Agreement pursuant to Minnesota Statutes Section 429.081. The Owner further specifically agrees with respect to this special assessment against the Property that: 1) all requirements of Minnesota Statutes Chapter 429 with which the City does not comply with are hereby waived; and 2) the increase in fair market value of the Property resulting from the Improvements will be at least equal to the amount of the special assessment levied against the Property and that such increase in fair market value is a special benefit to the Property. The special assessment levied against the Property

shall be payable over such period as the City may determine, but not less than five years, and shall bear interest at a rate determined by the City, but not more than eight percent per year. The first installment of the principal and interest shall be included in the first tax rolls completed after the adoption of the City Council resolution levying the special assessment.

6. INDEMNIFICATION. The Owner agrees to defend, protect, indemnify, and hold harmless the City from any and all claims, litigation, causes of action, and any other obligation imposed upon or asserted against upon the City, or its officials, agents, contractors or employees arising out of this Agreement or the City's exercise of its rights hereunder.

7. COSTS. The Owner agrees to pay to the City any costs or expenses, including without limitation, attorneys' fees, incurred by City in enforcing any provision of this Agreement.

8. WAIVER. Nothing in this Agreement shall constitute a waiver or limitation of the City's immunities or limitations on liability as set forth in Minnesota Statutes Chapter 466 or otherwise. The Owner further agrees and acknowledges that, except as expressly set forth in this Agreement, nothing in this Agreement shall constitute a waiver of any right the City has to enforce any federal, state, or local law, rule, or regulation or any other right to which the City is entitled.

9. NOTICE. Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) In the case of the Owner, is addressed to or delivered personally to the Owner at:

The James R & Brenda S Bell Living Trust
Attn: James Bell and Brenda Bell
2585 Highland Road
Minnetrista, MN 55364

(b) in the case of City, is addressed to or delivered personally to the City at:

City of Minnetrista
7701 County Road 110 W
Minnetrista, MN 55364-9553
Attn: City Administrator

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other.

10. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

11. RECORDING. The covenants, waivers and agreements contained in this Agreement shall bind the Owner and its successors and assigns and shall run with the Property. It is the intent of the parties to this Agreement that this Agreement be in a form which is recordable among the property

records of Hennepin County, Minnesota. The City shall record this Agreement with the County, and the Owner shall pay all costs associated with the recording.

12. CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

13. TERMINATION. Failure by the Owner to obtain a building permit for the Second House within 180 days of the date of City Council approving this Agreement, shall result in automatic termination of this Agreement. Upon the Owner obtaining a building permit for the Second House, this Agreement will terminate upon the completion of the Improvements by the Owner and issuance of the Certificate of Occupancy by the City for the Second House or upon final payment by the Owner of the special assessment levied against the Property for the Improvements, whichever occurs first.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written above.

**JAMES R & BRENDA S BELL LIVING TRUST
DATED MARCH 13, 2013, AND ANY
AMENDMENTS THERETO**

By: _____

Its: Trustee

STATE OF MINNESOTA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the Trustee of the James R & Brenda S Bell Living Trust dated March 13, 2013, and any amendments thereto, on behalf of the Trust.

Notary Public

CITY OF MINNETRISTA

By: _____
Lisa Whalen, Mayor

Attest: _____
Ann Meyerhoff, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Lisa Whalen and Ann Meyerhoff, the Mayor and City Clerk, respectively, of City of Minnetrista, on behalf of the City.

Notary Public

This document was drafted by:

Kennedy & Graven, Chartered (SJS)
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9260

EXHIBIT A

Legal Description of Property

The South 726 feet of the West 150 feet of that part of Government Lot 2, Section 20, Township 117 North, Range 24 West of the 5th Principal Meridian, lying North of the South 7 acres thereof, Hennepin County, Minnesota, EXCEPT the North 418.26 feet of the West 12.78 feet thereof,

AND

That part of Lot 1, Block 1, Shores of Whaletail, Hennepin County, Minnesota, described as follows: Commencing at the Northeast corner of said Lot 1; thence South 01 degrees 10 minutes 00 seconds West, along the East line of said Lot 1, a distance of 355.10 feet, to the point of beginning of the land to be described; thence North 89 degrees 41 minutes 05 seconds West, a distance of 18.00 feet; thence South 00 degrees 56 minutes 07 seconds West, a distance of 307.76 feet; thence South 89 degrees 41 minutes 05 seconds East, a distance of 16.76 feet, to the East line of said Lot 1; thence North 01 degree 10 minutes 00 seconds East, along the East line of said Lot 1, a distance of 307.78 feet, to the point of beginning.