

**CITY OF MINNETRISTA**



**CITY COUNCIL CONSENT AGENDA ITEM**

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**Subject:** Accessory Structure Agreement with MCWD at 6300 Painter Road

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

**Meeting Date:** January 21, 2026

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**Issue:** Minnehaha Creek Watershed District (MCWD) has purchased the property at 6300 Painter Road (the “Property”). MCWD wishes to remove most the buildings on the Property, but retain one of the pole buildings. City Code requires a primary structure on property before any accessory buildings, unless an accessory structure agreement is approved.

**Recommended Action:** Motion to adopt a resolution authorizing execution of an accessory structure agreement with MCWD at 6300 Painter Road.

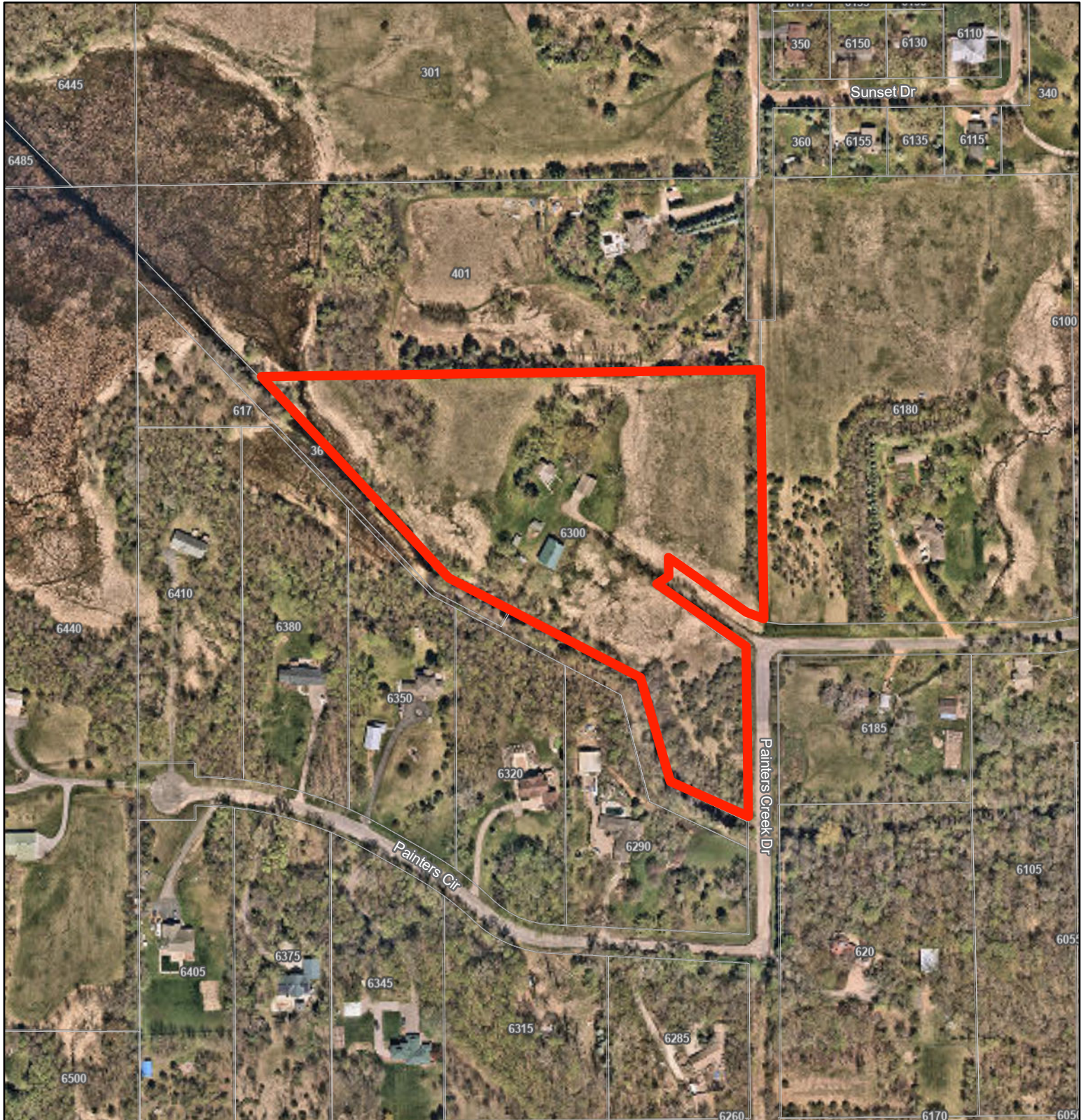
**Attachments:**

1. Location Map
2. Applicant Narrative
3. Res. No. 11-26 Authorize Execution of Accessory Structure Agreement at 6300 Painter Road

**Mission Statement:**

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

# 6300 Painters Drive



1 in = 400 Ft

-  City Boundary
-  Address Labels
-  Parcels



October 23, 2025  
Map Powered By Datafi



**Background:**

On December 5, 2025, following receipt of a resolution of support from the City of Minnetrista, the Minnehaha Creek Watershed District (MCWD) acquired an 11.4-acre property located at 6300 Painter Road (PID# 02-117-24-32-0010; the “Property”). The acquisition supports MCWD’s efforts to improve regional water quality in the Painter Creek–Jennings Bay Subwatershed.

MCWD’s near-term restoration strategy for the Property focuses on demolition of aging structures and site restoration to stabilize the property and enhance its conservation value. By removing aged structures, debris, and site appurtenances, the property will be transitioned from its historic farmstead and rural residential use into protected conservation land, setting the stage for future capital project investments.

However, to support future site enhancements, the recently constructed steel pole shed is proposed to be retained as part of this initial plan. Built in 2018, the structure is in good condition and may provide future operational, logistical, or cost-saving benefits as site-specific planning advances. In the interim, the pole shed will be used solely for the storage of seasonal supplies, equipment, and/or watercraft owned by MCWD to carry out its duties.

**Discussion:**

City Code Section 505.07, Subdivision 9 establishes standards for accessory structures, including their association with a principal structure. As part of MCWD’s near-term restoration strategy at 6300 Painter Road, the primary residence will be removed, making an accessory structure agreement the appropriate mechanism to allow the recently constructed pole shed to remain on the property. This agreement provides interim flexibility for ongoing site planning and future capital project work, and supports efficient use of public resources by avoiding unnecessary demolition and potential reconstruction costs in the future.

**RESOLUTION NO. 11-26**

**CITY OF MINNETRISTA**

**RESOLUTION AUTHORIZING EXECUTION OF AN  
ACCESSORY STRUCTURE AGREEMENT WITH MINNEHAHA CREEK  
WATERSHED DISTRICT AT 6300 PAINTER ROAD**

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

WHEREAS, Minnehaha Creek Watershed District (the “Applicant”) is the fee owner of the property legally described in the Accessory Structure Agreement as hereinafter defined (the “Property”); and

WHEREAS, the Applicant intends to remove all the structures on the Property, including the primary structure, except for a steel-sided pole shed; and

WHEREAS, Minnetrista City Code does not allow for any accessory building unless there is a primary structure for which the building may be accessory to; and

WHEREAS, an accessory structure agreement (the “Agreement”) has been prepared for execution by the City and the Applicant specifying the details of development of the Property; and

WHEREAS, execution by the parties of the Agreement is required to allow the accessory building to remain.

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 Accessory Structure 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 21<sup>st</sup> day of January, 2026 by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

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

ATTEST:

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

**EXHIBIT A**

Form of Accessory Structure Agreement

## **ACCESSORY STRUCTURE AGREEMENT**

This Accessory Structure Agreement ("Agreement") is made this 21 day of January, 2026, by and between Minnehaha Creek Watershed District, a special purpose local unit of government under Minnesota Statutes chapters 103B and 103D ("MCWD"), and the City of Minnetrista, a Minnesota municipal corporation ("City").

### **I. RECITALS**

**WHEREAS** MCWD is the fee owner of certain real property located at 6300 Painter Road in Minnetrista, Hennepin County, Minnesota, and legally described on the attached Exhibit A (the "Property");

**WHEREAS** the Property is subject to an Agricultural zoning classification, and is improved with a two story residence, detached garage, steel-sided pole shed, and three outbuildings (the steel-sided pole shed referred to hereafter as "Accessory Structure");

**WHEREAS** MCWD intends to maintain and improve the condition of native vegetation and stream bank on the Property, and to program capital investment for the Property for the purpose of improving the water quality of Painter Creek and Jennings Bay;

**WHEREAS** MCWD intends to remove all structures on the Property, which are at the end of their useful lives and not suited to its use of the Property, except for the Accessory Structure, which was erected in 2018, is in good condition, and has substantial economic value and offers both immediate functional value for MCWD purposes and flexibility to potentially support future site-specific needs;

**WHEREAS** under the City code, accessory buildings or structures may not be maintained without the presence of a principal building on the same parcel; and

**WHEREAS** MCWD and the City wish to enter into this Agreement to allow MCWD to retain the Accessory Structure on the Property;

### **II. AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants and promises and covenants herein, MCWD and the City hereto agree and stipulate as follows:

**1. USE OF ACCESSORY STRUCTURE.** The Accessory Structure may be maintained on the Property without a principal structure provided it is used only to store supplies, equipment, vehicles and watercraft owned or used by MCWD for its statutory purposes. MCWD will not use or allow others to use the Accessory Structure for any other purpose.

**2. MCWD REPRESENTATIONS.** MCWD 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 it is bound, or that relates in any manner to the Property, and that there are no other liens or encumbrances against the Property.

**3. INDEMNIFICATION.** MCWD will defend and indemnify the City, and hold it harmless, from any and all claims, litigation, causes of action, and any other obligation imposed on or asserted against the City, its officials, agents, contractors or employees arising out of this Agreement or the City's exercise of its rights hereunder. Nothing in this Agreement is a waiver or limitation of the City's or MCWD's immunities or liability limitations as set forth in Minnesota Statutes chapter 466, or otherwise under law.

**4. COST RECOVERY.** If MCWD is found to have violated this Agreement, it will reimburse the City for any costs or expenses, including without limitation reasonable attorney fees, that the City incurs to enforce the Agreement.

**5. NO WAIVER.** Except as expressly set forth in this Agreement, nothing herein is a waiver of any right the City has to enforce any federal, state or local law, rule, ordinance or regulation or any other right the City possesses with regard to the Property. Nothing herein precludes or limits the City's authority to enact, repeal or amend any land use or other ordinance affecting the Property, or will be interpreted to grant the Property legal non-conforming status as a result of such legislative act unless otherwise required by law.

**6. EXTENSION OF CITY RIGHT-OF-WAY.** At a future time, the City may wish to consider extending Painter Creek Drive northerly to Rolling Hills Drive, on the eastern boundary of the Property. At the City's request, the parties will discuss in good faith the MCWD's potential conveyance of right-of-way for that purpose. The parties acknowledge that a logical time for such coordination may arise as MCWD undertakes site-specific planning for the Property to ensure compatibility with MCWD's intended use.

**7. NOTICE.** Any notice, demand or other communication under this Agreement by either party to the other is sufficiently given or delivered if dispatched by registered or certified U.S. mail, postage prepaid, return receipt requested, or delivered personally:

(a) As to MCWD:	Minnehaha Creek Watershed District 15320 Minnetonka Boulevard Minnetonka MN 55345 Attn: Administrator (Re: 6300 Painter Road)
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(b) As to City:

City of Minnetrista  
7701 County Road 110 W  
Minnetrista MN 55364-9553  
Attn: City Administrator (Re: 6300 Painter Road)

Or to such other party's address as that party may, from time to time, communicate by notice.

**8. COUNTERPARTS.** This Agreement may be executed in counterparts, and as so executed will constitute one and the same instrument.

**9. RECORDING AND RELEASE.** The terms of this Agreement bind MCWD and the City, and their successors and assigns, and will run with the Property. MCWD and the City intend that this Agreement be in a form that is recordable in the property records of Hennepin County, Minnesota. Either party may file this Agreement for recording, with MCWD to pay the recording fee. If the Property is subdivided, the City will execute a recordable document that releases from this Agreement the lot or lots on which the Accessory Structure is not located.

**10. CHOICE OF LAW.** This Agreement is to be governed by and construed in accordance with Minnesota law. Any dispute, controversy or claim arising from this Agreement will be heard in the state or federal courts of Minnesota. The parties waive objection to the jurisdiction of these courts, whether based on convenience or otherwise.

**11. NO ADDITIONAL BUILDINGS AUTHORIZED.** Nothing herein authorizes construction of any additional structure or expansion of the Accessory Structure.

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

**MINNEHAHA CREEK WATERSHED DISTRICT**

By: \_\_\_\_\_  
James Wisker, Administrator

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

This instrument was acknowledged before me on \_\_\_\_\_ by James Wisker as Administrator of the Minnehaha Creek Watershed District.

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

**CITY OF MINNETRISTA**

By: \_\_\_\_\_  
Lisa Whalen, Mayor

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

This instrument was acknowledged before me on \_\_\_\_\_ by Lisa Whalen and Ann Meyerhoff as Mayor and City Clerk, respectively, of the City of Minnetrista.

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

Drafted by:  
Smith Partners PLLP  
250 Marquette Avenue South, Suite 250  
Minneapolis MN 55401

**Exhibit A**  
**Legal Description of Property**

That part of the West one-half (1/2) of the Southwest quarter of Section 2, Township 117 North, Range 24 West of the 5th Principal Meridian, lying southerly of the North 405 feet thereof and lying Northerly of the following described line:

Commencing at the Southwest corner of the North half of the Southwest quarter of the Southwest quarter of said Section 2, thence on an assumed bearing of North along the West line of the Southwest quarter of said Section 2 a distance of 1831.60 feet to the point of beginning of the line to be described; thence South 44 degrees East a distance of 560.00 feet; thence South 45 degrees 30 minutes East a distance of 400.00 feet; thence South 58 degrees 01 minutes 13 seconds East a distance of 131.26 feet; thence South 62 degrees 13 minutes 15 seconds East a distance of 310.00 feet; thence South 14 degrees 56 minutes 15 seconds East a distance of 231.25 feet; thence South 64 degrees 36 minutes 15 seconds East to the East line of said North half of the Southwest quarter of the Southwest quarter of Section 2, and said line there ending, said line being the centerline of Painter's Creek.

Abstract Property