

**CITY OF MINNETRISTA**



**CITY COUNCIL CONSENT AGENDA ITEM**

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**Subject: Metropolitan Council Easement over City Property**

**Prepared By: Nickolas Olson, Senior City Planner**  
**Though: David Abel, Community Development Director**  
**Gary Peters, Public Works Director**  
**Allie Polsfuss, Assistant City Administrator**

**Meeting Date: May 5, 2025**

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**Issue:** Xcel Energy (Northern States Power Company) approached the City about acquiring an easement over a portion of city property. The City Council discussed the possibility at their February 18<sup>th</sup> Work Session and the consensus was to proceed with easement. City staff has worked with Xcel Energy on the easement document, which is attached to this staff report. The final agreed upon price for the easement is \$6,150 as documented in the attached resolution.

<p><b><u>Recommended Action:</u></b> Motion to adopt Res. No. 45-25 Granting an Easement to North States Power Company.</p>
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**Attachments:**

1. Location of Project Area
2. Rebuild Project Information Sheet
3. Form of Easement

**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.



## **Transmission Line 0735 Mound to St. Boni Substations Rebuild Project - Information Sheet**

Xcel Energy is committed to delivering clean, reliable and affordable energy for our customers. As part of our commitment to reliable service, we are planning to rebuild the existing 69,000-volt (69kV) transmission line between the Mound and St. Boni. substations located in Hennepin and Carver Counties. The rebuilt line will improve service reliability for the residents and businesses in this area.

### **Project Information**

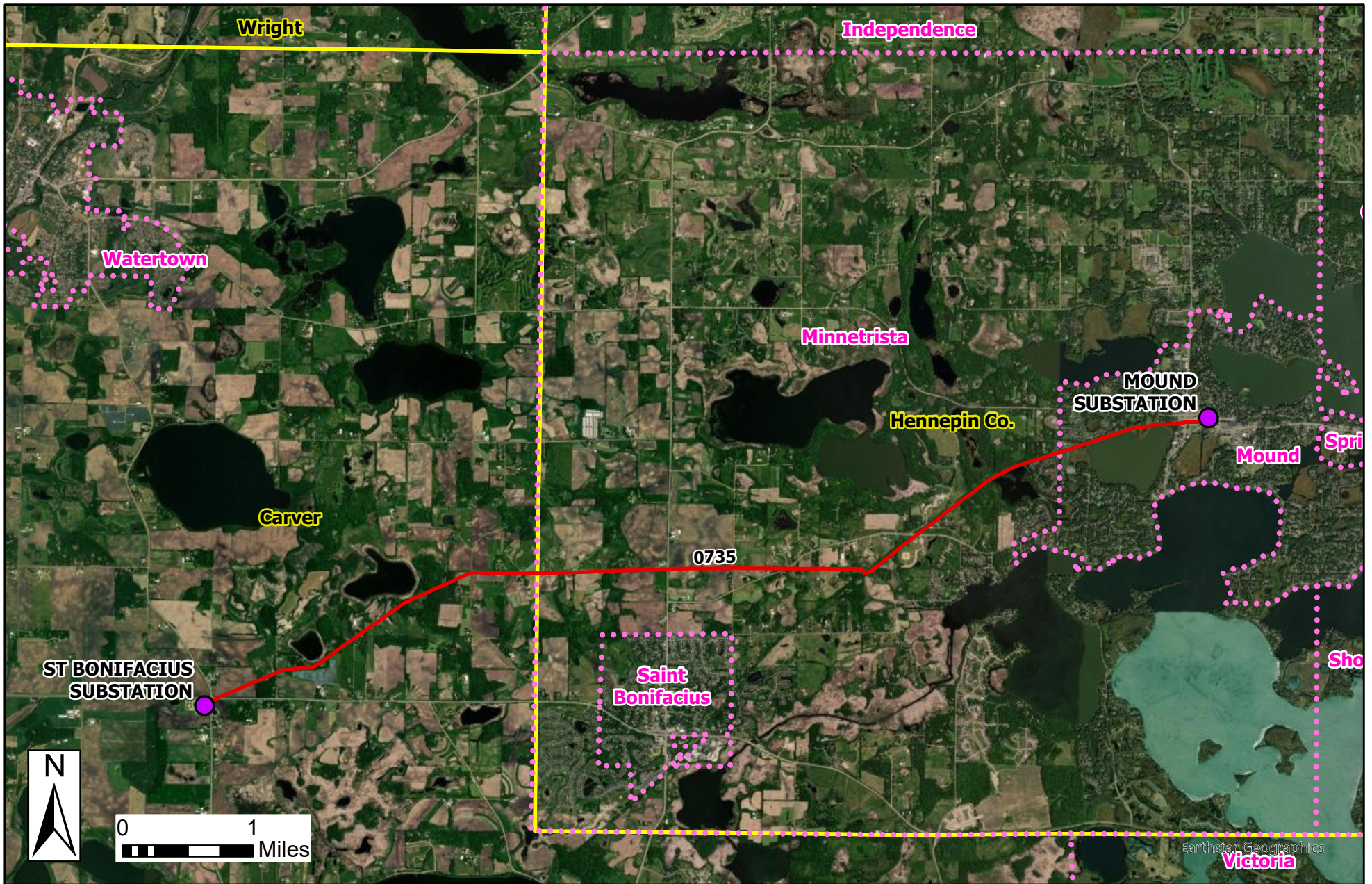
- The entire length of the rebuild is approximately 9 miles and will be rebuilt along the existing alignment.
- Transmission structures (poles) locations will be located within approximately 10ft of the existing structures and consist of steel and ductile iron pole structures.
- The new structures are anticipated to be approximately 10-15' taller than the existing poles. The additional height is needed to accommodate the placement of shield wires for lighting protection.
- There will be no change in voltage to the transmission line.
- Approximate Construction Schedule: Construction is planned for 2026 with restoration also planned for 2026. (Please note that this is a preliminary schedule as of August 2024 and may change.)
- The construction work is planned to occur within existing easement rights or in road right-of-way.
- Customers will be notified if electric service needs to be interrupted during portions of the construction process.
- Permitting process to include MnDOT road utility permits, local road permits, water crossing permits, and trail permits.
- Xcel Energy civil construction crews will handle restoration work after line construction is complete – all damage claims will be addressed at the completion of the project.

### **Enclosed Project Map**

- The transmission line rebuild is indicated on the enclosed map.

For additional information, please contact Brian Mielke at 612-368-7835 or by email at [bmielke@wsbeng.com](mailto:bmielke@wsbeng.com).





## Line 0735

St. Bonifacius - Mound  
Carver Co, Hennepin Co

- Substation
- Centerline
- City Boundary
- County Boundary



DISCLAIMER: This information is believed to be correct but is subject to change and is not warranted.

Date: 3/6/2024



**RESOLUTION NO. 45-25**

**CITY OF MINNETRISTA**

**RESOLUTION APPROVING ELECTRIC TRANSMISSION EASEMENT  
AGREEMENT WITH NORTHERN STATES POWER COMPANY**

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

WHEREAS, Northern States Power Company, a Minnesota corporation d/b/a Xcel Energy (“NSP”) is rebuilding the existing transmission line between the Mound and St. Bonifacius substations; and

WHEREAS, the transmission line crosses City-owned property; and

WHEREAS, NSP is realigning the transmission line as it crosses the City-owned property and therefore, NSP is in need of an additional easement from the City; and

WHEREAS, NSP and the City desire to enter into an Electric Transmission Easement Agreement (the “Agreement”) whereby for compensation provided by NSP, the City will provide an easement to NSP on the City-owned property for the transmission line, subject to the terms and conditions of the Agreement; and

WHEREAS, the City has reviewed the Agreement and finds that the execution thereof by the City and performance of the City’s obligations thereunder are in the best interests of the City and its residents; and

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Minnetrista (the “City”) that:

1. The City Council approves the Agreement in substantially the form presented to the City Council, subject to any modifications and addenda that do not alter the substance of the transaction and that are approved by the Mayor and the City Clerk, provided that execution of this Agreement by those officials shall be conclusive evidence of their approval.
2. The City Council’s approval of the Agreement is conditioned upon the City receiving compensation from NSP for the easement in the amount of \$6,150.00.



3. City officials, staff, and consultants are authorized to take all actions necessary to fulfil the City's obligations under the Agreement as a whole.

The resolution was adopted by the city council of the city of Minnetrista on this 5<sup>th</sup> day of May 2025, by a vote of \_\_\_\_ ayes and \_\_\_\_ nays.

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Lisa Whalen, Mayor

ATTEST:

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Ann Meyerhoff, City Clerk

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(Space above reserved for recording purposes)

### **ELECTRIC TRANSMISSION EASEMENT**

1. Easement. This Instrument (this “Agreement”) is made by the City of Minnetrista, a Minnesota municipal corporation (“**Grantor**”) and Northern States Power Company, a Minnesota corporation, its successors and assigns (“**NSP**”). For good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Grantor does hereby grant to NSP a perpetual and irrevocable easement (the “**Easement**”) to construct, reconstruct, repair, replace, operate, maintain, use, inspect, patrol, upgrade, modify, alter, rebuild, relocate, and/or remove, in whole or in part, electric transmission and/or distribution line or lines, with one or more circuits, with all towers, structures, poles, foundations, crossarms, cables, wires, anchors, guys, supports, counterpoises, fixtures, and equipment related to said electric line(s), including communication equipment relating to the operation of such electric lines (collectively, the “**Facilities**”), through, over, under and across the certain lands situated in the County of Hennepin, State of Minnesota described on the attached Exhibit A (the “**Property**”). The Easement shall be limited to that certain part of the Property legally described as the “**Easement Area**” on the attached Exhibit A.

Grantor hereby grants to NSP an easement to enter upon the Property to survey and/or locate the Facilities. Grantor hereby grants to NSP an easement for ingress and egress over and across the Property to the Easement Area, by means of existing roads, drives, and lanes, if any, otherwise, by the use of a reasonable and feasible route selected by NSP. The Grantor hereby grants to NSP a temporary easement for use by NSP of the Property adjacent to the Easement Area from time to time during construction, reconstruction, repair, replacement, operation, maintenance, use, inspection, patrol, upgrade, modification, alteration, rebuild, relocation, and/or removal of the Facilities. Except in emergency situations, if NSP plans to use the Property adjacent to the Easement Area for temporary purposes as provided in the foregoing sentence, then, except for incidental or minor uses of the Property immediately adjacent the describe easement area for temporary purposes, NSP shall provide Grantor with 10 days’ written notice prior to such use, including information as to the location, type, and

anticipated duration of the construction activity for Grantor's approval in advance of the activity, which shall not be unreasonably denied or delayed.

All Facilities installed and placed by or on behalf of NSP in the Easement Area shall remain the property of NSP. NSP shall also have the rights to permit the attachment of wires of others to the Facilities or any part thereof.

2. Grantor's Responsibilities. Grantor shall not perform any act, or cause or permit acts to be done by others, that will interfere with or endanger the Facilities or NSP's exercise of its rights hereunder. Without limiting the foregoing, Grantor shall not erect any buildings, structures, or other objects, permanent or temporary, or plant any trees, within the Easement Area, without NSP's prior written approval.
3. Vegetation Management. Grantor hereby grants to NSP the right to trim, remove, or otherwise control any trees, brush, or other vegetation that are located within the Easement Area. Grantor further grants to NSP the right to trim, remove, or otherwise control any trees, brush, or other similar vegetation located adjacent to the Easement Area that may, in NSP's opinion, at any time interfere with or otherwise endanger the Facilities or NSP's exercise of its rights hereunder. NSP must obtain Grantor's advance written permission before removing any trees located adjacent to the Easement Area.
4. Grantor's Reserved Rights. Without limiting the foregoing, Grantor reserves the right to cultivate, use, and occupy the Easement Area in a manner that is not inconsistent with NSP's rights granted herein. Grantor reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, trails and sidewalks, sewers facilities, water facilities, drainage facilities, and underground utilities (hereinafter called "improvements"), the portion of said Easement Area not occupied by the Facilities or otherwise supporting NSP's electric system, provided that said improvements do not in the opinion of NSP impair the structural or electrical integrity of or ability to maintain the Facilities or said electric system. Grantor agrees to not alter the existing ground elevations or perform any other acts that would result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code ("NESC") or any other applicable laws, regulations, codes, or policies in effect from time to time. Grantor, its agents or assigns must submit plans of improvements or other installations within the Easement Area for review, compliance and written approval by the NSP prior to installation of the proposed improvements. NSP may approve such improvements or installations, with or without conditions, or may deny the same, in the reasonable exercise of its sole discretion. NSP shall have the right to remove from the Easement Area, in whole or in part, and in any manner, any structures, buildings, or other objects or improvements from the Easement Area placed or allowed to be placed there without NSP's written consent.
5. Restoration. After installation of the Facilities or after the exercise of any of the rights granted herein, NSP agrees to restore the Property and the Easement Area to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and

equipment resulting from NSP's use of the Property and Easement Area or pay a reasonable sum to Grantor, at NSP's option and upon agreement by Grantor. After initial construction and restoration activities have been completed, NSP shall pay a reasonable sum for all actual and direct damages to Grantor's landscaping, roads and driveways, trails, sidewalks, curbs, gutters, sewers, water and underground utilities, fences, livestock, and crops directly caused by the construction or maintenance of the Facilities to the extent NSP does not restore the same; provided, however, that NSP shall have no obligation to restore or pay damages in connection with its removal or other maintenance of trees, brush, or other vegetation, or for removal or other actions with respect to any structures, buildings, improvements, or other installations placed within the Easement Area without Grantor's advance written determination of compatibility.

6. Additional Documents. Grantor agrees to execute and deliver to NSP, without additional compensation, any additional documents needed to correct and/or amend the Easement, including the legal description of the Easement Area, to conform to the right of way actually occupied by the Facilities or otherwise as requested by NSP to accomplish the purposes of this Easement.
7. Pre-Existing Property Condition. Grantor shall disclose to NSP any pre-existing waste materials ("Pre-Existing Wastes"), that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area and any other information that would help NSP assess the risks of working in the area. NSP shall have the right to perform environmental sampling in the Easement Area at its discretion. Grantor shall be responsible for any costs to manage, transport, or dispose of any Pre-Existing Wastes that NSP encounters during installation, relocation, or maintenance of the Facilities in the Easement Area. NSP shall not assume, and Grantor shall retain its obligation to comply with all applicable environmental laws and regulations, including federal or state reporting requirements related to such Pre-Existing Wastes. Grantor shall release and indemnify NSP from and against any claims or responsibilities related to such Pre-Existing Wastes.
8. Term. The term of this instrument and the easements and other rights granted herein is perpetual.
9. Assignment. The rights herein granted may be assigned and/or apportioned in whole or in part. NSP may exercise all or any of its rights hereunder at any time, and NSP's non-use or limited use of any such rights shall not constitute forfeiture of or otherwise limit any such rights. NSP may assign and/or apportion and/or otherwise enter into agreements with respect to its rights hereunder, in whole or in part, in its sole discretion.
10. Ownership of Property. Grantor covenants for the benefit of NSP, its successors and assigns, that Grantor is the owner of the Property and has the right to convey easements as set forth herein.
11. Covenants Run with the Land. The easements and covenants contained in this instrument shall run with and against the Property.



12. Entire Agreement. It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that the terms herein may only be modified in writing.

13. Governing Law. This instrument shall be governed by the laws of Minnesota.

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR:** City of Minnetrista, a Minnesota municipal corporation

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

Lisa Whalen, Mayor

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

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 the City Clerk, respectively, of the City of Minnetrista, a Minnesota municipal corporation, on behalf of the corporation.

\_\_\_\_\_ (Notary)

**NSP:** Northern States Power Company, a  
Minnesota corporation

By: \_\_\_\_\_  
Peter D. Gitzen, Manager, Siting and Land  
Rights, Xcel Energy Services, Inc. an  
Authorized Agent for Northern States Power  
Company, a Minnesota Corporation

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025, by by Peter Gitzen, Manager, Siting and Land Rights, Xcel  
Energy Services, Inc., an Authorized Agent for Northern States Power Company, a Minnesota  
corporation, on behalf of the corporation.

\_\_\_\_\_ (Notary)

Prepared by: Siting and Land Rights  
Northern States Power Company  
414 Nicollet Mall, GO-6A  
Minneapolis, MN 55401  
(612) 330-5500



NORTHERN STATES POWER  
MINNESOTA

EXHIBIT A SHEET 1 OF 2

Certificate of Survey

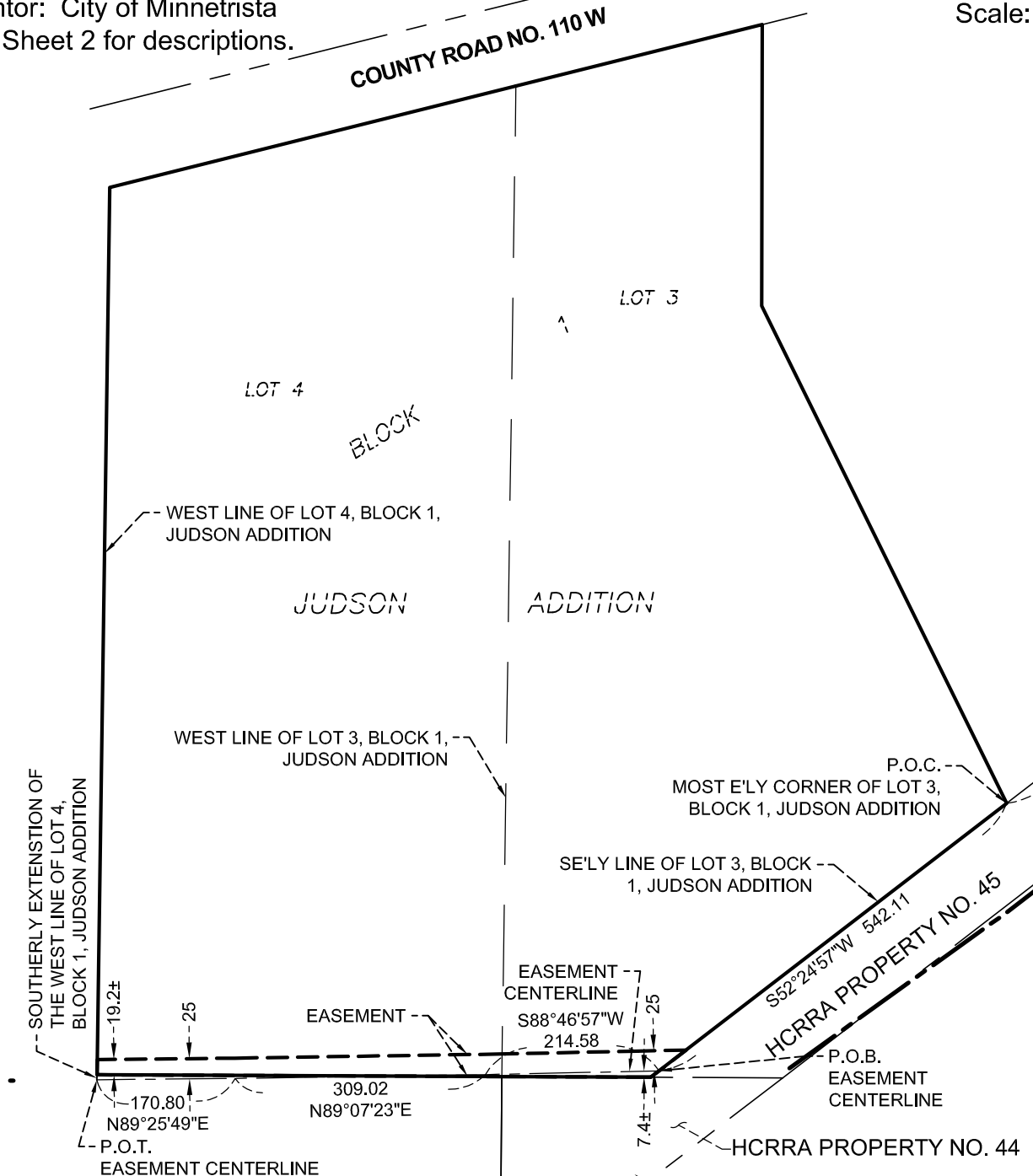
Location: City of Minnetrista, Hennepin County, Minnesota

Grantor: City of Minnetrista

See Sheet 2 for descriptions.



Scale: 1" = 400'



P.O.C.: POINT OF COMMENCEMENT  
P.O.B.: POINT OF BEGINNING  
P.O.T.: POINT OF TERMINATION

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT  
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION  
AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER  
THE LAWS OF THE STATE OF MINNESOTA.

*Logan Selinski*

LOGAN SELINSKI

LIC. NO. 60082

PARCEL: CITY OF MINNETRISTA  
SEC. 21, T.117N., R24W., 5TH P.M.  
CO.: Hennepin

DATE: FEBRUARY 3, 2025



NORTHERN STATES POWER  
MINNESOTA

EXHIBIT A SHEET 2 OF 2

Certificate of Survey

Location: City of Minnetrista, Hennepin County, Minnesota

Grantor: City of Minnetrista

"Property":

Lot 3, Block 1, JUDSON ADDITION, according to the recorded plat thereof, and situate in Hennepin County, Minnesota

AND

Lot 4, Block 1, JUDSON ADDITION, according to the recorded plat thereof, and situate in Hennepin County, Minnesota

"Easement Area":

An easement over, under, and across that part of the herein before described "Property", lying within 25.00 feet on each side of the following described centerline:

Commencing at the most easterly corner of Lot 3, Block 1, JUDSON ADDITION; thence South 52 degrees 24 minutes 57 seconds West, assumed bearing, along the southeasterly line of said Lot 3, a distance of 542.11 feet to the point of beginning of centerline to be described; thence South 88 degrees 46 minutes 57 seconds West, a distance of 214.58 feet; thence South 89 degrees 07 minutes 23 seconds West, a distance of 309.02 feet; thence South 89 degrees 25 minutes 49 seconds West, a distance of 170.80 feet to the southerly extension of the west line of Lot 4, Block 1, JUDSON ADDITION and said centerline there terminating.

The side lines of said easement are to be prolonged or shortened to terminate on said southeasterly line of Lot 3 and on the west line of said Lot 4

"Summary of Areas":

Easement: 0.41 acres, more or less

PARCEL: CITY OF MINNETRISTA

SEC. 21, T.117N., R24W., 5TH P.M.

CO.: Hennepin