Agenda
Minnetonka City Council
Regular Meeting
Monday, March 8, 2021
6:30 p.m.
WebEx

1. Call to Order

2. Pledge of Allegiance

3. Roll Call: Carter-Calvert-Schaeppi-Coakley-Kirk-Schack-Wiersum

4. Approval of Agenda

5. Approval of Minutes:

   A. February 8, 2021 special meeting

   B. February 8, 2021 regular meeting

6. Special Matters:

   A. Boards and Commissions interviews – Senior Advisory Board

      Recommendation: Interview the candidates

7. Reports from City Manager & Council Members

8. Citizens Wishing to Discuss Matters Not on the Agenda

9. Bids and Purchases:

   A. Bids for the Excelsior Boulevard Trail – Phase II (Kinsel Road to I-494)

      Recommendation: Award the contract and approve agreements (4 votes)

10. Consent Agenda - Items Requiring a Majority Vote:

    A. Resolution designating Cartway Lane as a Municipal State Aid street

       Recommendation: Adopt the resolution (4 votes)

Due to the COVID-19 health pandemic, the city council's regular meeting place is not available. Pursuant to Minn. Stat. § 13D.021, city council members will participate in the meeting remotely via WebEx. Members of the public who desire to monitor the meeting remotely or to give input or testimony during the meeting can find instructions at https://www.minnetonkamn.gov/government/city-council-mayor/city-council-meetings.

B. Resolution for the cooperative agreement for the Trunk Highway 7 and Hopkins Crossroad project

Recommendation: Adopt the resolution (4 votes)

C. Resolution approving preliminary and final plats of EVERGREEN ORCHARD ESTATES, a two lot subdivision at 3811 Baker Road

Recommendation: Adopt the resolution approving the preliminary and final plats (4 votes)

D. Funding Agreements for Metropolitan Council Local Housing Incentives Account (LHIA) funds for Homes Within Reach

Recommendation: Approve the agreements (4 votes)

11. Consent Agenda - Items Requiring Five Votes: None

12. Introduction of Ordinances:

A. Ordinance amending city code 820.035, subdivision 1(a), regarding health and safety standards

Recommendation: Introduce the ordinance (4 votes)

B. Minor change to sustainability commission membership language

Recommendation: Introduce the ordinance (4 votes)

13. Public Hearings: None

14. Other Business:

A. Items concerning Minnetonka Station, a multi-family residential development at 10400, 10500, and 10550 Bren Road East:

1) Major amendment to an existing master development plan;

2) Site and building plan review; and

3) Preliminary and final plats

Recommendation: Adopt the ordinance and resolutions approving the master development plan amendment, final site and building plans, and plats (5 votes)

B. Interfund loan for the advance of certain costs in connection with a tax increment financing district to be created within Development District No. 1 in Opus

Recommendation: Adopt the resolution (4 votes)

C. 2021 Assessment Report

Recommendation: Receive the report (No formal action required)

D. Ordinance implementing ranked choice voting

Recommendation: Adopt the ordinance (4 votes)

15. Appointments and Reappointments:

A. Appointment of Advisors for the 2021 Local Board of Appeal and Equalization

Recommendation: Approve Appointment of Advisors (4 votes)

16. Adjournment

Minutes
Minnetonka City Council
Special Meeting
Monday, February 8, 2021

Council Present: Deb Calvert, Susan Carter, Kissy Coakley, Brian Kirk, Rebecca Schack, Bradley Schaeppi, and Mayor Brad Wiersum

Staff: Geralyn Barone, Mike Funk

1. City Manager Annual Performance Evaluation; intent to close regular meeting pursuant to Minnesota Statute § 13D.05, subd. 3(a)

Wiersum called the meeting to order at 5:45 p.m.

Calvert moved, Kirk seconded to close the special meeting pursuant to Minnesota Statute § 13D.05, subd. 3(a) for the purpose of evaluating the performance of City Manager Geralyn Barone, for the evaluation period of January 1, 2020 through December 31, 2020.

All voted "yes". Motion carried.

Wiersum noted that after the conclusion of the performance evaluation, the special meeting will adjourn and no other city business will be discussed. A summary of the results of the evaluation will then be provided during the February 8, 2021 regularly scheduled council meeting.

Council entered closed session at 5:50 p.m.

The session was reopened at 6:20 p.m.

Calvert moved, Kirk seconded a motion to adjourn at 6:21 p.m.

All voted "yes". Motion carried.

Respectfully submitted,

Kyle Salage
Elections Specialist

Minutes
Minnetonka City Council
Monday, February 8, 2021

1. Call to Order

Mayor Brad Wiersum called the meeting to order at 6:32 p.m.

2. Pledge of Allegiance

All joined in the Pledge of Allegiance.

3. Roll Call

Council Members Brian Kirk, Rebecca Schack, Deb Calvert, Susan Carter, Bradley Schaeppi, Kissy Coakley and Brad Wiersum were present.

Wiersum read a prepared statement noting the Minnetonka City Council held a special meeting prior to this meeting to conduct the city manager annual performance evaluation for the period January 1, 2020 through December 31, 2020. He explained the city council evaluated City Manager Barone on six different priorities and accomplishments, and scored her performance accordingly. Overall, the city council views City Manager Barone's performance as consistently meeting or exceeding expectations. He thanked Ms. Barone for being able to adapt, for her strong leadership and for her commitment to excellence throughout 2020.

4. Approval of Agenda

Schack moved, Calvert seconded a motion to accept the agenda with addenda to Item 15.A. All voted "yes." Motion carried.

5. Approval of Minutes:

A. January 11, 2021 study session

Kirk moved, Calvert seconded a motion to accept the minutes, as presented. All voted "yes." Motion carried.

B. January 25, 2021 regular meeting

Calvert noted she had spoken to staff regarding a small change she would like made to the minutes.

Kirk moved, Calvert seconded a motion to accept the minutes, as corrected . All voted "yes." Motion carried.

C. February 1, 2021 special closed meeting

Kirk moved, Calvert seconded a motion to accept the minutes, as presented. All voted "yes." Motion carried.

D. February 1, 2021 study session

Kirk moved, Calvert seconded a motion to accept the minutes, as presented. All voted "yes." Motion carried.

6. Special Matters:

A. Recognition of former charter commission member Karen Anderson

Wiersum recognized former charter commission member Karen Anderson and thanked her for her 30+ years of dedicated service to the City of Minnetonka.

Karen Anderson thanked the city for the opportunity to serve on the charter commission. She explained this group had a great deal of dedication to the city. She stated she was proud of how this group worked to protect the city's charter. She thanked previous mayor's and city councils for allowing her to serve this community. She commented she appreciated all of the efforts of the current city council and City Manager Geralyn Barone. The council offered former Mayor Anderson a round of applause.

Schack thanked former Mayor Anderson for being a great mentor to her and wished her all the best in her retirement.

Calvert explained former Mayor Anderson was a great friend and supporter of women in government. She thanked Ms. Anderson for being an inspiration to her.

Carter thanked former Mayor Anderson for her tremendous service to the community and for her unwavering support.

Schaeppi thanked former Mayor Anderson for her assistance with the rank choice voting issue and for her years of dedicated service to the City of Minnetonka.

Kirk thanked former Mayor Anderson for her years of service to the city.

Coakley thanked former Mayor Anderson for her service and stated she looked forward to having coffee with her sometime in the future.

Wiersum discussed a trip he took to Washington DC with former Mayor Anderson. He thanked her for sharing her time and talents with the community and for loving the City of Minnetonka.

B. Boards and Commissions interviews – Senior Advisory Board

Wiersum discussed the process that would be followed for the senior advisory board member interviews. He noted the first person to be interviewed was Barbara Benjamin.

Barbara Benjamin introduced herself to the council. She reported she was a retired physician and has lived in Minnetonka for the past 25 years. She believed she was an innovator and leader. She stated she has been creating wearable art since retiring and served on the Upper Midwest Bead Society. She discussed the innovative work she completed in her dermatology practice and explained she was instrumental in hiring foreign speaking doctors to meet the needs of the community. She commented further on the importance of seniors having a strong social network and noted COVID-19 has been a huge barrier for seniors.

Wiersum asked what makes Minnetonka's mission or vision powerful. Ms. Benjamin stated when she first moved to Minnetonka, she enjoyed the trees and nature. She indicated Minnetonka was a special place where citizens were listened to.

Wiersum questioned how the board or commissions purpose aligns with her interests and expectations. Ms. Benjamin explained she was always about making things better. Now that she was a senior citizen there was a special space in her heart for other seniors. She reported seniors have a lot of life experience and have specific needs. She wanted to address these needs with quality and dependable services, city activities, places to get together. It was her hope Minnetonka could continue to further differentiate themselves from other communities by addressing ageism.

Wiersum asked what the most challenging aspect was of an increasingly diverse community. Ms. Benjamin reported every city was experiencing this. She stated the key was to understanding and acceptance of other cultures. She indicated communication was important in order to understand their needs, while providing them with love and support.

Wiersum inquired what it means to have a commitment to diversity and how has she demonstrated this commitment. Ms. Benjamin reported she hired a Somali physician and Hispanic physician to meet the special needs of their communities in south Minneapolis and Shakopee. She noted she took care of the needs of transgender patients when other doctors would not. She explained she had

facilitated surgeries out of the country which required her to fill out forms in French. She believed the country was better and stronger when there is diversity.

Wiersum asked when it comes to senior programing during the pandemic, are there ways the city could better support the senior community and post pandemic are there areas of focus the city should address. Ms. Benjamin stated pre-pandemic she understood seniors struggle with technology. She explained it was important for seniors to understand how to Facetime or Zoom. She suggested the city complete a tutorial in order to inform seniors on how to run these technologies in order to have human connection. She suggested art, jewelry making, or writing be considered for senior activities after the pandemic. She indicated seniors enjoy smaller groups that ran at a slower pace in order to get seniors involved. She reported her Upper Midwest Bead Society has many, many teachers and they would be happy to come in and provide tutorials for seniors. She suggested physical fitness classes also be offered and that lectures be given on how to maintain health once people are no longer working outside the home.

Wiersum questioned if there were any other boards or commissions she would like to serve on. Ms. Benjamin stated she would love to serve on the Park Board.

Wiersum asked what makes Minnetonka's mission or vision powerful.

Wiersum questioned how the board or commissions purposes aligns with her interests and expectations.

Wiersum asked what the most challenging aspect was of an increasingly diverse community.

Wiersum inquired what it means to have a commitment to diversity and how has she demonstrated this commitment.

Wiersum asked when it comes to senior programing during the pandemic, are there ways the city could better support the senior community and post pandemic are there areas of focus the city should address.

Wiersum questioned if there were any other boards or commissions she would like to serve on. She indicated she was a biologist and really enjoyed nature. She recommended the indoor markets be greater publicized in order to draw more people to this event.

Wiersum discussed the process that would be followed for the interviews for the 12 candidates noting the senior advisory board currently had five open seats. He reported the next candidate was Carol Seiler. He requested Ms. Seiler provide the council with a little bit about her background.

Carol Seiler explained she was currently the president of a Minnetonka senior cooperative board of directors and has lived in the city for over 40 years. She reported her background was in human resources at Honeywell, noting she worked there for 35 years. After leaving Honeywell, she worked for a small benefits consulting company that assisted small businesses with procuring and managing benefits. She noted she retired in 2013 and became the oldest interior design student in the Minneapolis/St. Paul area and has since earned her interior design degree.

Wiersum asked what makes Minnetonka's mission or vision powerful. Ms. Seiler stated the commitment to living in an inclusive community was important to her. In addition, she supported the city's commitment to sustainability. She appreciated the fact that Minnetonka was a place for everyone, which meant it was inclusive.

Wiersum questioned how the board or commissions purpose aligns with her interests and expectations. Ms. Seiler stated seniors are often times overlooked. She believed this needed to change. She reported seniors have a great deal of life experience and this needs to be tapped into for the benefit of the community. She commented this culture shifts the focus away from a person once they were done working. She supported the senior advisory board working to get the seniors more involved in the community.

Wiersum asked what the most challenging aspect was of an increasingly diverse community. Ms. Seiler stated exposure to and understanding of different cultures, mental and physical abilities, ethnicities, ages, and sexual orientation was important. She reported she grew up in Eden Prairie and there was virtually no diversity, which was the case for many others in her age group. She indicated the senior advisory board could assist the city in educating and exposing the senior community to its differences.

Wiersum inquired what it means to have a commitment to diversity and how has she demonstrated this commitment. Ms. Seiler stated this means not rushing to judgement when we interact with others who are different and making an effort to get to know this person even if the interaction is just in passing. She commented not rushing to judgement was key to her. She explained she appreciated the diversity in the community and noted she had the privilege of recruiting and selecting diverse individuals at Honeywell for 30+ years. She indicated she served as the vice chair of a non-profit company board of directors that operated inside the Lino Lakes correctional facility. She noted her employees were incarcerated for a variety of offenses. She commented further on how she approached accepting and appreciating diversity in this situation.

Wiersum asked when it comes to senior programing during the pandemic, are there ways the city could better support the senior community and post pandemic

are there areas of focus the city should address. Ms. Seiler stated she has spent a great deal of time talking to seniors in Minnetonka, Eden Prairie and Plymouth. She understood seniors were concerned about where they can get a vaccine during the pandemic. She reported this information was very valuable to seniors. She indicated seniors were feeling very isolated during the pandemic. She suggested the city set up phone buddies to make calls to seniors. She recommended post-pandemic the city address the adjustment to transitioning back into the population. She recommended the city reach out to the senior population in order to learn what their changing needs may be.

Wiersum questioned if there were any other boards or commissions she would like to serve on. Ms. Seiler stated she would be willing to consider serving on any board or commission where her skills and abilities would benefit the organization. She explained she has enjoyed living in Minnetonka for many years.

Wiersum thanked Ms. Seiler for her time. He discussed the process that would be followed for the interviews and noted the city would be getting back to her. He reported the next interview would be with Carole Harris. He requested Ms. Harris introduce herself to the council.

Carole Harris introduced herself to the council noting she moved to Minnetonka over 40 years ago and has lived in the same house this entire time. She noted she lives in the Glen Lake area of the community. She explained she loved the trees in the city. She noted she was an elementary school teacher and also worked in the ESL program. She reported she was 82 years old and hoped to remain very active. She noted she retired from teaching in 2003.

Wiersum asked what makes Minnetonka's mission or vision powerful. Ms. Harris stated she lives the wording, how Minnetonka worked to be inclusive, residents, workers and visitors. She appreciated the city's dependable services. She indicated she was very turned off by the mission and vision of the City of Edina.

Wiersum questioned how the board or commissions purpose aligns with her interests and expectations. Ms. Harris reported one of her interests was to learn more about Minnetonka. She indicated her knowledge stops at Excelsior Boulevard and Highway 7 and 101. She stated she was knowledgeable about the Glen Lake area but she hoped that being involved would make her more knowledgeable about all of Minnetonka. She stated she wrote to the mayor about the outdoor market and appreciated the fact he responded promptly.

Wiersum asked what the most challenging aspect was of an increasingly diverse community. Ms. Harris commented understanding the lifestyle of the new people in the community was a challenge. She anticipated people were becoming very comfortable with who we are and who has been in the community and the time

isn't taken to find out about people who are not exactly like us. She discussed how she was working to educate herself and the children in her neighborhood when they are trying to sell her items at Christmas time. She indicated seniors can feel very uncomfortable spending taxes for schools for students that aren't actually living here. She understood the city was drawing students to the community due to the great schools, which meant the class sizes were increasing. She explained seniors were concerned about their money and how it was being spent. She believed the city needed to explain the good parts about having diversity in the area.

Wiersum inquired what it means to have a commitment to diversity and how has she demonstrated this commitment. Ms. Harris reported 30 years ago she hosted a family that came from Russia and has kept in touch with this family through the years. She explained she has learned a lot from this family. She noted she worked at the ICA food shelf which was open to diversity. She discussed the different languages that were on the shelves at the food shelf and how this helped those facing food insecurity. She commented further on the migrants that were coming into the community and how she demonstrated openness to these new people in the community.

Wiersum asked when it comes to senior programing during the pandemic, are there ways the city could better support the senior community and post pandemic are there areas of focus the city should address. Ms. Harris explained she and her husband see a need to better engage with seniors without computers. She reported seniors may not accept calls when the number is unknown and for this reason the city should be sending letters to these seniors. She stated post pandemic there needs to be better education regarding nursing homes and senior buildings in order to prepare seniors for a transition in housing. She indicated her granddaughters bought her program called Story Press where every week they come up with a question that allows her to write a story about. She stated she has answered questions about her mother and father. She believed this was a great way to get stories out that the seniors have in a way to share them with their families.

Wiersum questioned if there were any other boards or commissions she would like to serve on. Ms. Harris stated there were no other boards or commissions she was interested in serving on.

Wiersum thanked Ms. Harris for her time. He discussed the process that would be followed for the interviews and noted the city would be getting back to her. He reported the next interview would be with Douglas Scott. He requested Mr. Scott introduce himself to the council.

Douglas Scott stated he was a recent resident of Minnetonka. He noted he has lived in Toledo, Ohio most of his life. He explained he has a son that lives in St.

Louis Park and he has visited the area many times which led him to move to the Watertown Place apartment complex. He indicated after searching for apartments for some time, an apartment finally opened up. He stated he appreciated the welcome he received from the seniors in his apartment complex. He reported he worked for Proctor & Gamble for 35 years in sales and marketing. After Proctor & Gamble he moved to the University of Toledo working in workforce development, providing training for employees, and also providing assessments companies could use to hire employees. He explained he has a great deal of background working with people. He reported he retired in 2009, but could not just retire so he started a consulting business to focus on serving the companies he worked with on assessments in northwest Ohio. He commented he has found that when you become older you can't just retire, you have to have a focus. He stated he has loved the move to Minnesota and believes this state was beautiful.

Wiersum asked what makes Minnetonka's mission or vision powerful. Mr. Scott explained he was very familiar with mission and vision statements. He appreciated how powerful and precise the city's mission and vision statements were. He noted these statements were right to the point, addressed inclusivity, quality public services and the community being a special place for everyone. He saw the strength in both of these statements and commended the council for developing these statements.

Wiersum questioned how the board or commissions purpose aligns with his interests and expectations. Mr. Scott explained he was used to working in a diverse environment and he valued diversity.

Wiersum asked what the most challenging aspect was of an increasingly diverse community. Mr. Scott stated this came down to treating everyone fairly and without bias. He indicated these must be the city's guiding principles and challenges that everyone in the community must work towards.

Wiersum inquired what it means to have a commitment to diversity and how has he demonstrated this commitment. Mr. Scott stated based on his previous experiences in sales, he has had to work with diverse groups of people and he believed this has served him well in valuing diversity. He described how he has worked with people to become better people and how this has made him a better person.

Wiersum questioned if there were any other boards or commissions he would like to serve on. Mr. Scott stated he would be willing to serve on any board if there was a need. He noted he was primarily interested in serving on the senior advisory board.

Wiersum explained the council would be conducting interviews over several more meetings and the city would be getting back to him in March.

7. Reports from City Manager & Council Members

City Manager Geralyn Barone reported on upcoming city events and council meetings. She explained city offices would be closed on Monday, February 15, 2021 for President's Day.

Wiersum stated he signed onto a statement of mayors against antisemitism from the US Conference of Mayors. He explained there were 219 mayors that had signed onto this statement. He believed it was important for the city to take a stand against antisemitism and bias.

Calvert commented during a time when antisemitism was at one of its all time highest rates since the holocaust, she applauded the mayor's efforts.

Calvert reported the League of Minnesota Cities was holding its Leadership Institute this month and she would be attending several of their training sessions. She encouraged her fellow councilmembers to sign up for training sessions with the League of Minnesota Cities.

Wiersum explained Councilmember Coakley, Councilmember Schack and himself were also participating in this training. He indicated the League of Minnesota Cities does a great job providing training on a yearly basis.

8. Citizens Wishing to Discuss Matters not on the Agenda: None

9. Bids and Purchases: None

10. Consent Agenda – Items Requiring a Majority Vote:

A. Resolution approving a conditional use permit for an accessory apartment at 14303 Oakwood Road Extension

Calvert moved, Schack seconded a motion to adopt Resolution 2021-004 approving the request. All voted "yes." Motion carried.

B. Items related to a multi-family residential development by Dominium, at 11001 Bren Road East

Calvert moved, Schack seconded a motion to adopt Resolution 2021-005. All voted "yes." Motion carried.

C. Fiscal Agency Agreement related to EDA

Calvert moved, Schack seconded a motion to approve the Fiscal Agency Agreement. All voted "yes." Motion carried.

11. Consent Agenda – Items requiring Five Votes:

A. Resolution approving a conditional use permit, with parking variance, to expand Mercy Hill Church, a religious institution at 15408 and 15414 Minnetonka Industrial Road

Kirk moved, Calvert seconded a motion to adopt Resolution 2021-006 approving the request. All voted "yes." Motion carried.

12. Introduction of Ordinances: None

13. Public Hearings: None

Wiersum recessed the city council meeting.

Wiersum reconvened the city council meeting.

14. Other Business:

A. Items concerning Dicks Sporting Goods at 12437 Wayzata Boulevard:

1. Amendment to an existing master development plan; and

2. Building plans

City Planner Loren Gordon gave the staff report.

Kirk asked if the height of the Dick's sign was similar to the original proposal. Gordon reported this was the case, noting there was more structure behind the parapet.

Kirk anticipated the sign plan would require an amendment for all stores over 25,000 and 35,000 square feet. Gordon stated the Dick's sign was taking up what the sign plan allows. He reported the tenants in the southern space would need a sign plan amendment.

Kirk questioned if a number of site improvements were now off the table, such as the pedestrian links. He inquired if these would come back into play in the future. Gordon discussed the strong commitment to the Ridgedale vision plan. He

indicated Brookfield has committed to completing the site improvements in the second phase of this project.

Wiersum commented on why the improvements were removed from the proposal and stated the applicant may have wanted to retain some leverage when modifications to the sign plan were needed in the future. Gordon stated he did not disagree with this perspective. He commented the other issue was the investment the developer has made in the site. He indicated the developer was proposing something more substantial in Phase I than was previously considered.

Wiersum asked for comments or question from the developer.

James Varsamis, Brookfield Properties, discussed the second phase of this project and commented on the work that would be done on the parking lot. He reported the partners in this project need to understand how the expenses tie to revenues, how the storefront could be changed amended with the sign plan. He thanked everyone who has been assisting with this process. He stated he was very happy with the final design for Dick's Sporting Goods.

Shannon Yeakel, Dick's Sporting Goods representative, explained she appreciated staff working with her on this project. She stated she looked forward to opening this store later this year. She indicated she has a lot of new concepts that would be introduced in this store, new design elements, and a climbing wall.

Kirk asked how Dick's was treating the west side of the store facing the park. He suggested Dick's leave their options open because an entrance on the west side of the store may be warranted in the future. Ms. Yeakel stated she appreciated this suggestion. She noted the building would have one exterior entrance to begin with for operational purposes.

Schack commented she appreciated all of the work Brookfield and Dick's had done on this plan with staff. She discussed the value of having this portion of the mall full again with a new tenant. She appreciated how well done this storefront would be once completed and noted she would be supporting this request.

Calvert thanked staff for the detailed staff report. She appreciated how tasteful the final plans were compared to the original plans. She encouraged the developer to consider having a future entrance on the west side of the building given the fact this area would continue to develop.

Schaeppi thanked staff for all of their efforts on this project. He believed the final plans were more in keeping in line with the exterior designs for Ridgedale. He thanked the applicant for having a higher spend for the exterior of their building. He stated he was happy to see Dick's would have an active use within their

store. He commented it would be nice to see if the demand for parking really fit the business and wondered if the city could do better.

Kirk thanked the planning commission for completing the heavy lift on this project. It was his hope the site improvements would be completed in phase two of this project. He appreciated how the city was addressing the splitting of this big box retail site and anticipated this may occur again in the future. He supported the city continuing to look at the mall comprehensively. He believed this project was a win-win for the city and the applicant.

Calvert thanked Kirk for his comments and agreed a comprehensive approach to the Ridgedale Mall would be important in the future.

Wiersum thanked the planning commission, staff and applicant for their diligent work on this project. He appreciated the fact that the city's standards were not compromised in order to complete this project. He discussed how the world of retail was changing and he appreciated how Dick's was working to create a shopping experience for its patrons. He stated he fully supported this request. He indicated he appreciated the comments made by the council regarding the west front. He indicated he was excited Dick's was moving to the mall and would keep Ridgedale a flagship destination for residents in Minnetonka.

Kirk moved, Calvert seconded a motion to adopt Ordinance 2021-02 and Resolution 2021-007 approving the request. All voted "yes." Motion carried.

B. Diversity, equity and inclusion update

City Manager Geralyn Barone and City Attorney Corrine Heine gave the staff report.

Calvert stated it may be difficult for residents to understand what the staffing needs were to support commissions versus task forces. She requested further information from staff regarding this matter. Barone explained task forces were short lived and staff was stretched to meet the short term need. She reported a commission would require a fully staffed position.

Calvert indicated there were many different faiths being practiced in Minnetonka. She recommended that the city seek representation from each different faith for the diversity, equity and inclusion group. Police Chief Scott Boerboom thanked Councilmember Calvert for raising this concern. He discussed the work he does with the faith community and understood Bishop Johnson from Grace Apostolic was interested in serving on the committee.

Calvert explained she grew up in a house with restrictive covenants that prohibited Jews and blacks. She indicated she was excited to see the city

addressing this type of language on behalf of all Minnetonka residents. She was a big fan of mapping prejudices in order to have them removed.

Coakley indicated she spoke with City Manager Barone regarding this topic noting she had a concern with who should be placed on the task force. She explained she would like to serve on this task force because she was the only councilmember that was a person of color. She feared that minority people on the task force would not say what they are thinking because of the leadership assigned to this group. She appreciated the fact that faith leaders would be at the table, but recommended the leadership be fully considered to make all members feel included. She questioned how long the task force would be in place noting she did not want things to be reverted after the work of the task force was completed. Barone commented further on the differences between a task force and commission. She explained a task force could really hit the ground running with specific tasks. She suggested a task force be created for one year and after that time, the council could consider forming a commission. She stated as far as representation, she would like to see Councilmember Coakley a part of the task force.

Coakley questioned how individuals would be recruited for the task force. She inquired how the city would reach a bigger audience, in order to ensure all people and faiths are represented on the task force. She believed there was more the city could do surrounding community engagement. She commented on how there were still families that did not have access to technology.

Kirk thanked Councilmember Coakley for asking for an additional $50,000 in the budget to assist with this initiative. He appreciated the insights that have been provided by Councilmember Coakley and Councilmember Calvert. He recommended the task force membership be reconsidered to ensure it was not “too city heavy”, but rather was a better reflection of the entire community. He appreciated the difference the city was trying to make in asking questions regarding diversity and inclusion. He commented further on the importance of having the right person in the DEI position.

Schack stated the JUST DEEDS program makes sense and she was pleased by the traction this program has received. She supported the city pursuing a DEI staff member in order to keep the city moving in a diversity and inclusion direction. She recommended Councilmember Coakley serve on the task force. She suggested the city err on the side of caution and stretch the number for this group. She believed the city would be well served by being more inclusive than exclusive with this group.

Schack noted she spoke to City Manager Barone regarding how large lot size requirements can hamper development of more affordable housing stock. She

suggested the council investigate this matter further and consider how to be creative in order to address this topic.

Schaeppi thanked City Manager Barone for her detailed update. He explained for the people who are tech savvy these individuals would be able to participate via the Minnetonka Matters platform. He stated he was excited to see the city moving in this direction in order to gain feedback from younger generations. He indicated he supported Councilmember Coakley's involvement on the DEI task force. He appreciated the city looking more closely into the special needs of the community. He hoped once people are brought to the table that each person within the community is heard. He believed this was very exciting and he looked forward to hearing more about this initiative.

Calvert commented over the summer after an emotional meeting she wrote a long email to the city manager and she appreciated the fact that a lot of her suggestions were being taken into consideration. She indicated it was incredibly exciting to see the city moving forward with a DEI task force. She agreed the city should cast a wide net for this group and was an opportunity for the city to hear new voices. She indicated she was comfortable with hiring a coordinator, noting this would be a long term position. She looked forward to the important groundwork this task force would put in place for the community. She commented on the important balancing act the city had with the leadership for this task force and understood the group had to be a safe space to allow people to speak their truth. She noted it would take a sustained effort over many years to undo 400 years of systemic racism and all kinds of bias.

Kirk recommended the LGBQ community also be included in this task force.

Coakley commented the coordinator hired for the city needs to understand whole heartedly the work that needs to be done for the community. She wanted to ensure this person's skills and abilities were fully vetted. She thanked staff for all of their efforts on this initiative.

Wiersum stated he was excited about this discussion and the staff report. He commented on the conversations he has had with the city manager. He discussed the JUST DEEDS initiative in the city. He indicated the city may need to be creative in order to reach every segment of the community, even if this means through snail mail. He explained the idea of having a task force will inform the city's steps moving forward. He stated he liked the comments about the group size being diverse and larger. He reported a core could be formed among this group to drive the work that needs to be done. He recommended the council provide staff with further recommendations and comments for this task force. Barone thanked the council for their feedback.

Provided feedback on proposed task force and new staff position. No formal action required.

C. Resolution adopting the Opus Alternative Urban Areawide Review and Mitigation Plan

Community Development Director Julie Wischnack and City Planner Loren Gordon gave the staff report.

Kirk asked if the city were to max out on the 2040 comprehensive plan and the top end of scenario one was reached, could the council stop doing development in Opus. Gordon explained there was a complexity in monitoring what was happening in Opus. He stated it was not one particular development that will push the city over the edge. He reported the number of trips had a threshold and there were other influences on the plan, such as affordability numbers. Wischnack indicated the AUAR was about the tracking of where the city was at any given moment. She stated other documents do not have this same level of follow up.

Kirk stated it appears the infrastructure and traffic was the key on being able to move from scenario one to scenario two. He questioned if the lead time would allow the city to trigger it as its happening or would the city have to be proactive with infrastructure improvements. Wischnack explained the city would want to prepare for these improvement projects sooner rather than later. Even though the plan does not require some of these things, the city will want to prepare for more development in the future. She reported time was of the essence and more information would be coming to the council regarding this topic.

Calvert indicated she asked a similar question of the city manager this morning. She explained people from the Nine Mile Creek Watershed District have been reaching out to her regarding the salinity of the watershed. She stated she had been discussing road treatment with staff and she understood the city was working with building owners and businesses to encourage reducing the use of salt. She commented she read the packet over the weekend and she may not have fully comprehended all of the information. She discussed the treatment of stormwater and understood the city was trying to address all of the environmental concerns, which meant addressing stormwater from roads and parking lots. She questioned if the city was meeting all of the environmental needs from the watershed district within the AUAR. Gordon reported the AUAR was a comprehensive document that looks over top of the rules and does not cause the city to implement new rules. He explained the city has an outreach strategy for reaching property ownership groups about different techniques for spreading salt in the winter. Wischnack commented the document gives a snapshot of what you could expect in the stormwater arena.

Calvert expressed concern with how office space in Minnetonka would be impacted by COVID. She asked if the AUAR projections addressed this concern. Gordon stated this was a valid point. He discussed the numbers used within the comprehensive plan and understood the pandemic had changed things. He explained the council and staff would have to pay attention to the local market and what was happening. If there were things that needed to change within the AUAR and the comprehensive plan, staff would act accordingly.

Wiersum reported the AUAR was a snapshot of certain expectations for development within Opus. He questioned if there were two scenarios but not necessarily two options. Wischnack stated this was the case. She stated the city could not pick an option but rather would understand the impact of various scenarios.

Wiersum explained the city would then have to consider the expense of future development and how this development would impact the Opus area. Wischnack agreed stating the council would have to consider if the development can support the financing of the infrastructure.

Wiersum commented the city's commitment to sustainability should also be taken into consideration for future development in Opus.

Schaeppi stated he was pleased to see that partner agencies have thoroughly reviewed this document. He appreciated the comment from John Lee and the concern he raised regarding the city's level of recreation space. He thanked staff for all of their efforts on this comprehensive document.

Kirk commented on the recently approved projects that were not included in the AUAR. He anticipated that the city would be looking at scenario two within the AUAR and he hoped the city would be able to charge the projects as they develop to cover the necessary infrastructure to support this area of Minnetonka. Wischnack stated this was the city's plan.

Kirk recommended the city consider more park and open space within Opus for the young families that may be moving into this area. He stated he would like the council to take a comprehensive look at the entire Opus development going forward.

Calvert agreed with Councilmember Kirk stating a comprehensive approach to the Opus development would be important. She wanted to see Opus having enough parks and open space. She explained she appreciated the mayor's comments regarding sustainability within Opus and agreed the city should be charging enough to ensure the development had proper infrastructure.

Schack encouraged the council to be sensitive to the cost of future infrastructure noting she did not want future developers to be overly burdened.

Wiersum commented on the model that was used with the Bren Road interchange, noting businesses would be charged an access charge, which meant developers would be charged on a pro rata basis. He agreed with the comments that had been made regarding parks. He thanked staff for all of their efforts on this report. He explained Opus was 580 acres, which was .9 square miles. He recommended the city council look at some of the park and green space solutions regionally instead of just within Opus. He did not want to see a city within a city created, but rather to have this development be an extension of the city. He anticipated the city would have to remain nimble when reviewing future projects for Opus.

Kirk moved, Calvert seconded a motion to adopt Resolution 2021-008. All voted "yes." Motion carried.

D. Natural Resources Master Plan update

Natural Resources Manager Leslie Yetka gave the staff report.

Schaeppi asked if there would be any conversations regarding past plans and what worked versus what didn't work. He questioned if the city would be creating park specific plans. He inquired how the community could review this plan. Yetka reported the old plan was restricted solely to habitat assessment and specific strategies to restore these parks. She indicated the new plan assessed this same information, but was taking into consideration what strategies would work and what new technologies could be used, while also investigating where the community and habitats were trending. She commented in terms of park specific plans, staff had very specific park plans in mind and the city would be available for feedback from the public. She did not believe this information was available online, but could be viewed at city hall.

Coakley explained she received several emails from the public regarding park restoration and questioned if these should be forwarded onto staff. Yetka encouraged Councilmember Coakley to forward these emails to her.

Kirk asked if "The Friends of _ Park" would be started for each park in the city. Yetka reported these groups have been in touch with staff and more "Friends" groups are being organized. She indicated staff would be in touch with these groups going forward.

Carter questioned if these "Friends" groups were acting as a fundraising arm for the city, as separate 501C3's. Yetka explained for the most part these groups were loose knit volunteer groups. She reported the Friends of the Cullen Nature

Preserve has formed a 501C3. She understood this group was a resource to the city and provided a lot of volunteer hours. She noted this group has applied for grants collaboratively with the city and conducted their own fundraisers.

Calvert stated she asked the city manager about why this was under the purview of the park board and the sustainability commission. She explained this had to do with the focus of each body.

Wiersum reported the council would take another look at this plan later this summer.

Shack moved, Carter seconded a motion to refer to the park board for review. All voted "yes". Motion carried.

Wiersum recessed the city council meeting.

Wiersum reconvened the city council meeting.

15. Appointments and Reappointments:

A. Reappointment to Minnetonka boards and commissions

Wiersum gave the staff report.

Calvert moved, Kirk seconded a motion to approve the recommended appointment. All voted "yes." Motion carried.

16. Adjournment

Kirk moved, Calvert seconded a motion to adjourn the meeting at 11:16 p.m. All voted "yes." Motion carried.

Respectfully submitted,

Becky Koosman
City Clerk

City Council Agenda Item #6A
Meeting of Mar. 8, 2021

Brief Description Boards and Commissions Interviews – Senior Advisory Board

Recommendation Interview the candidates

Background

At the Jan. 4, 2021 city council meeting, staff presented a number of recommendations and discussion points for the council to consider regarding the annual boards and commissions appointment process. Due to the high volume of applications for this year, particularly for the new Sustainability Commission, interviews have been taking place over a series of meetings at the beginning of the new year.

The first stage of interviews took place on Jan. 11, 2021 for the Planning Commission and Park Board vacancies. The council then held the second stage of interviews, taking place on Feb. 1, 2021 for the Sustainability Commission openings. The council is now on the last of three designated dates for the Senior Advisory Board interviews. The first series of Senior Advisory Board interviews were held at the Feb. 8, 2021 meeting and the second series of interviews were held at the Feb. 22, 2021 meeting. The council will be using a ranking system to rank the top applicants for each board or commission with openings, with the mayor reviewing the final list of applicants to ensure diversity.

The following openings exist on the Senior Advisory Board:

- Up to 7 regular appointments (previously 5; increased to 7 due to 2 recent resignations)

Expanded recruitment

The city developed and implemented a strategic communications and marketing plan to recruit boards and commissions applicants, with emphasis on facilitating an inclusive, community-wide appointment process and filling a new commission (sustainability). The openings were advertised in the Minnetonka Memo, on the city's website and several times via mass emails, text messages and social media posts. Staff distributed recruiting posters to apartment buildings, businesses and city facilities, and directly marketed the openings to school districts and high school organizations, faith communities, city volunteers, recent citizen's and police academy participants and the media. A promotions toolkit was provided to council to assist with promotion. A chart is attached to outline the promotional efforts in greater detail.

Application data

The city received 129 applications in the application period with a large amount of applications for the new Sustainability Commission. The breakdown below shows the application numbers for each board and commission. The numbers in the breakdown will not total 129, as applicants may have applied to more than one board or commission. Eligible applications will be retained for one year in the event of any mid-year vacancies.

- *EDAC: 5 applications
- Park Board: 27 applications

- Planning Commission: 28 applications
- Senior Advisory Board: 13 applications
- Sustainability Commission: 100 applications

Diversity

Staff sent an anonymous demographics survey to all current boards and commission members, excluding the Charter Commission as council does not appoint those members. Twenty-nine of the thirty-three members responded to the survey. The three questions asked on the anonymous survey were the same demographics questions asked on the revised application. Breakdown of responses are listed below.

1. Are you a veteran or active service?
   - Yes: 2 responses
   - No: 27 responses

2. What is your race/ethnicity?
   - Approximately 10% of respondents identified as non-white or BIPOC

3. What is your primary spoken language?
   - English: 29 responses

In the new applicant pool, 12% of the applicants identified as non-white or BIPOC (Black, Indigenous, people of color).

Interviews

Because of the number of applicants for this board and the number of open positions, staff recommended that all Senior Advisory Board applicants who have not been appointed to another board or commission, be interviewed. The candidates have been scheduled by alphabetic order of their first names. To ensure equitable access, all candidates will be calling into the virtual study session with audio only (no video). Interviews will last approximately ten minutes each. Each applicant will be asked to give a brief (about three minutes) presentation of his/her background. Then the applicant will be asked to respond to questions from the council. The applicants may also ask the council any questions they may have at the end of the interview.

Name	Ward
*Maggie T Kyne	4
*Setara Barukzoy	4
*Steven G Tuschman	2
*Thomas L Oconnor	2

* = confirmed interview attendance at the time packet was distributed

Submitted through:
Brad Wiersum, Mayor
Geralyn Barone, City Manager
Mike Funk, Assistant City Manager

Originated by:

McKaia Ryberg, Assistant to the City Manager

Boards and Commissions Outreach

Time Frame	Contact Method	Groups Reached	Information Provided
Early November	Minnetonka Memo	City-Wide (approx.. 21,000)	Notification about newly established SC
Late November	Email	Local Newspapers - Sun Sailor - Lake Minnetonka Magazine	Notification about new SC and open positions
Early December	Website	Webpage Visitors	SC webpage created
	Minnetonka Memo	City-Wide (approx.. 21,000)	Promotion of open B/C positions
	Social Media*	Social Media Followers (approx. 32,000)	Promotion of open B/C positions (Dec. 1, 8)
	Mass Email/Text	Select Groups (7,403 total subscribers)	Promotion of open SC positions
	Email	Additional Groups - Citizens Academy - Natural Resources Volunteer Group - Faith Based Community	Promotion of open B/C positions
	Email	Apartment Managers (54)	PDF Flyer promoting open B/C positions
	Email	Area Environmental Groups - Minnetonka Climate Initiative - Great Plains Institute - Alliance for Sustainability - Minnetonka Energy Action Team - Sierra Club - Midwest Energy News - Minnesota Environmental Partnership	Notification about new SC and open positions (with electronic flyer)
	Email	Area Schools and Club Advisors: - Hopkins HS Clubs (13) - Minnetonka HS Clubs (11) - Wayzata HS Clubs (10) - District 287 - Eagle Ridge Academy - Lions Gate Academy - Minnetonka Christian Academy	Notification about new SC and open young adult positions (with electronic flyer)

Mid December	Social Media*	Social Media Followers (approx. 32,000) and Hopkins, Minnetonka, Wayzata High Schools tagged	Post promoting open young adult positions on SC (Dec. 17)
	Email	School district communications staff	Requested promotions – particularly regarding young adult SC positions – be shared with parents and students
	Email	All Science and Social Studies Teachers at Hopkins, Minnetonka and Wayzata High Schools (150 teachers emailed)	Notification about new SC and open young adult positions (with electronic flyer)
	Email	Apartment Managers (54)	Follow up to previous email sent in Early December. 13 building managers confirmed that they would share this information with their residents: - Altitude - Applewood Pointe - Beacon Hill Terrace - Brier Creek - Cherrywood Pointe - Minnetonka Heights - Minnetonka Hills - Oaks Glen Lake - The Glenn - The Orchards of Minnetonka - The Ridge - The Rize at Opus - Waterstone Place. (Attached are photos of flyers posted in buildings).
	Social Media*	Social Media Followers (approx. 32,000)	Post promoting open planning commission position (Dec. 21)
	Mass Email/Text	Select groups (6,245 total subscribers)	Message promoting open planning commission position (Dec. 21)

Late December	Social Media*	Social Media Followers (approx.. 32,000)	Promotion of open B/C positions (Dec. 28)

*Social Media includes Facebook, Instagram, Twitter and Nextdoor

Originator: Drew Ingvalson, Planner

Beacon Hill

Management Updates

MAKE A DIFFERENCE IN OUR COMMUNITY

Apply to serve on a city board or commission

Do you want to make a positive impact in our community and get involved in local government? Apply to serve on a City of Minnetonka board or commission, including the new sustainability commission!

We're seeking Minnetonka residents to fill the following openings:

- **Sustainability commission** NEW
  - Five adult members
  - Two young adult members under 25 years old, one of which must attend Minnetonka, Hopkins or Wayzata High School
- **Park Board**
- **Senior Advisory Board**

Learn more and apply by Jan. 1, 2021

Visit **minnetonkamn.gov/boards-commissions** to learn more and apply online by Jan. 1, 2021. The online application is equipped with Google translate to accommodate a variety of languages.

Questions? Call **952-988-8211** or email **mryberg@minnetonkamn.gov**.

CITY OF MINNETONKA

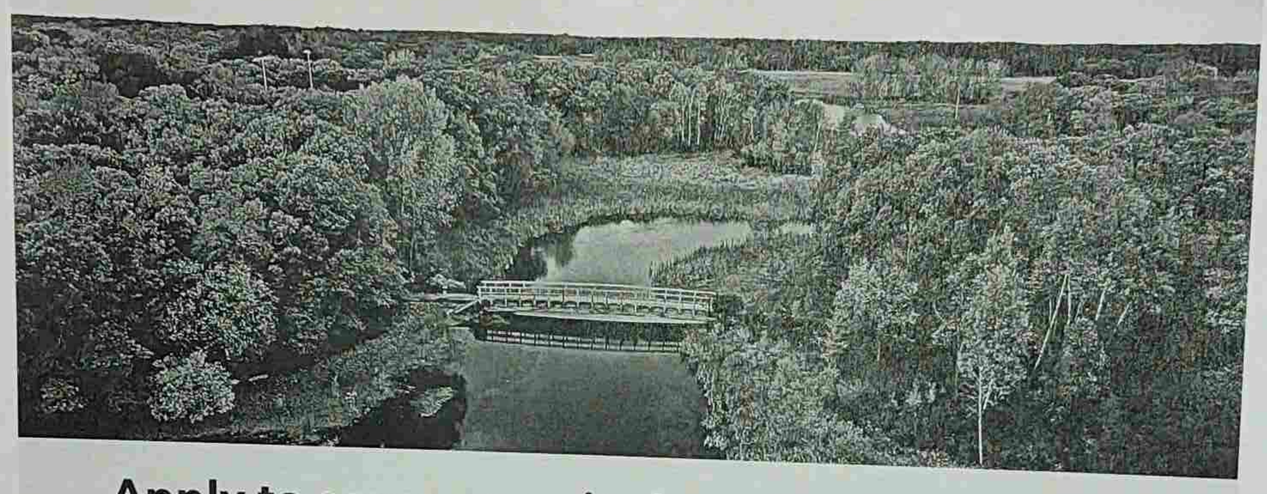
- It is never recommended to leave valuables in your vehicle (*especially a purse or wallet*); but if there is no other option, place items out of sight, preferably in a trunk, before arriving at your destination.
- Remove garage door openers from view inside your vehicle.
- Prevent identity theft - Never carry your social security number in your purse/wallet; and, minimize the number of credit cards and other valuables you carry.
- Secure a list of credit cards and contact numbers so that in the case of theft, you can quickly cancel the accounts.
- Immediately call 911 to report suspicious activity, such as someone peering into vehicle windows.

Jeff Sebenaler

Jeffrey J. Sebenaler
Chief of Police
March 24, 2016

POLICE
MINNETONKA

MAKE A DIFFERENCE IN OUR COMMUNITY



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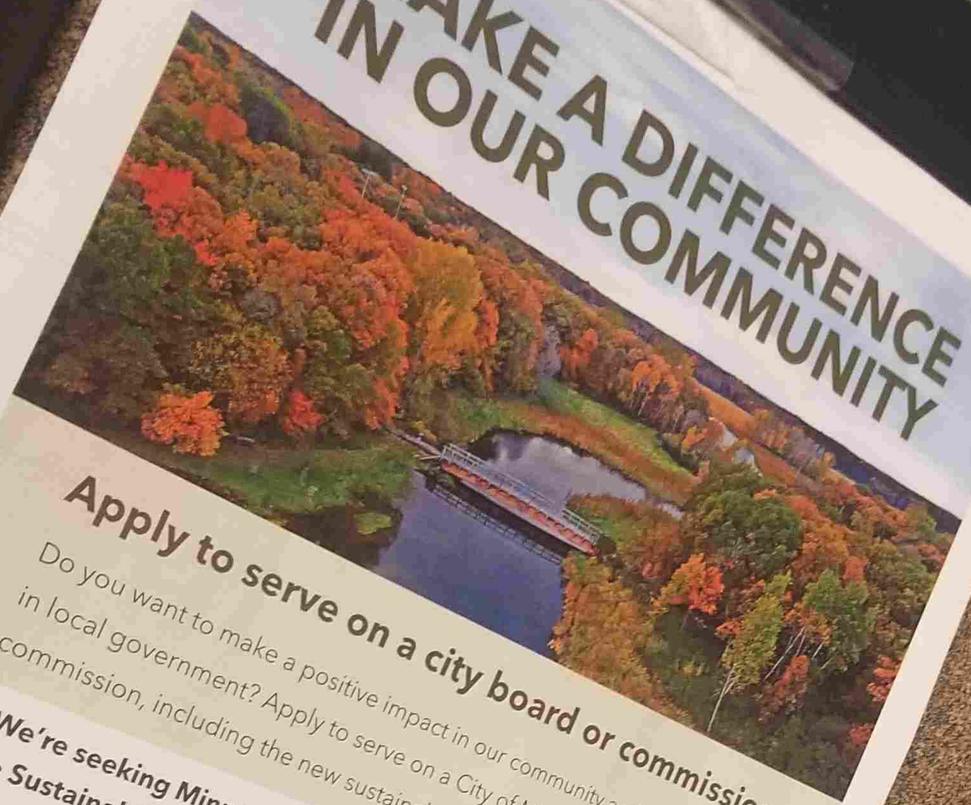
MAKE A DIFFERENCE IN OUR COMMUNITY



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CITY OF MINNETONKA

this months focus>>>

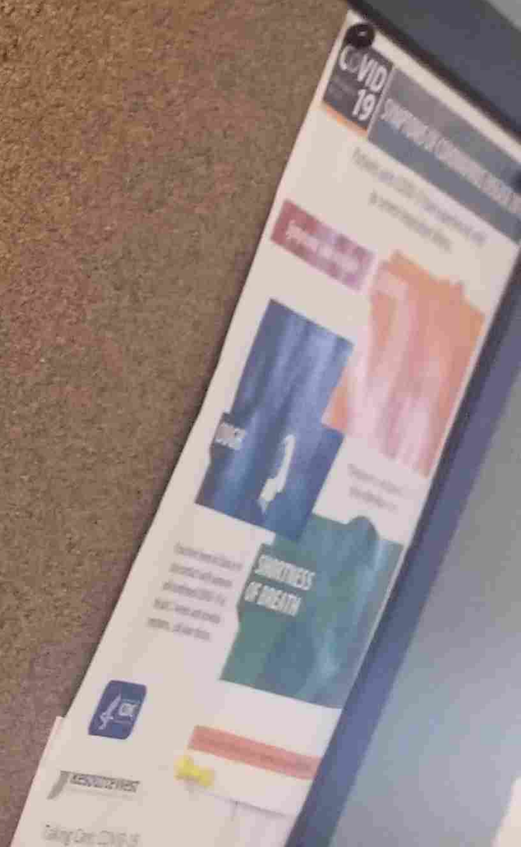
- *Garbage Chutes*
- *Pet Waste Removal*
- *Sprinkler & Fire Inspection*
- *Community Garbage Pick-up*

Office Hours:

Monday: 10-5pm
Tuesday: Closed
Wednesday: 10-5pm
Thursday: 10-5pm
Friday: Closed
Saturday: Closed
Sunday: Closed

Please schedule all appointments ahead of time. Walk-ins will likely be denied.

The Ridge Apartments – A great place to call home!



City Council Agenda Item #9A
Meeting of Mar. 8, 2021

Brief Description: Bids for the Excelsior Boulevard Trail – Phase II (Kinsel Road to I-494)

Recommended Action: Award the contract and approve agreements

Background

On Jan. 4, 2021, the city council adopted a resolution accepting the plans and specifications and authorizing the advertisement for bids for Excelsior Boulevard Trail – Phase II, a new eight-foot-wide, off-road, multi-use bituminous trail on the south side of Excelsior Boulevard, from Kinsel Road to I-494.

Phase I, from Baker Road to Shady Oak Road, was constructed in 2020. Phase II, from Kinsel Road to I-494, is proposed to be constructed in 2021.

The total Phase I and II project corridor is approximately two miles long and will connect the commercial area/future Southwest Light Rail Transit Station at Shady Oak Road to the Glen Lake area, supporting both recreational and transportation uses.

Improvements generally include a new eight-foot-wide, off-road, multi-use bituminous trail with boulevard matching into new concrete curb and gutter. Retaining walls are proposed in several locations to minimize the project footprint and impacts to private property. Grading, tree removal and impacts to driveways and landscaping of adjacent private properties are needed to construct the trail. These impacts have been minimized to the maximum extent possible.

Easements

Temporary and permanent easements are required to construct and maintain the proposed trail. Easements are needed from a total of 20 properties. Staff has obtained easements from 19 out of the 20 properties by donation or negotiation. The remaining one property is in the process of being obtained by a formal easement acquisition process that will allow for easements to be obtained and construction to occur in 2021.

Private Utilities

Staff has been working with Xcel Energy to bury overhead power along Excelsior Boulevard from Kinsel Road to Crestwood Drive. The agreement for the burying of overhead power was approved by council with the contract award of Phase I on April 6, 2020. In an effort to coordinate the burial with the trail project, the overhead burial will occur in advance of the trail construction.

Staff has also been working with LUMEN, formerly CenturyLink, for private utility relocation efforts along the project corridor. LUMEN has requested that the city change a section of proposed storm sewer near Mayview Avenue to avoid conflict with LUMEN facilities. LUMEN will provide funding for the construction and engineering costs associated with this change. An agreement between the city and LUMEN, reviewed and agreed to by both parties, is attached to this report for consideration. The city attorney has reviewed this agreement.

Bid Opening

Bids were opened electronically for the project on Feb. 5, 2021. Ten bids were received in response to the call for bids, and the results are as follows:

Contractor	Total Bid
Veit & Company	**$1,540,029.22**
Sunram Construction	$1,547,326.00
Minger Construction Co.	$1,682,413.00
New Look Contracting	$1,686,586.00
Pember Companies	$1,747,677.90
Bituminous Roadways	$1,790,000.00
Peterson Companies	$1,794,194.28
Park Construction Company	$1,842,787.56
Meyer Contracting	$2,042,046.71
Urban Companies	$2,098,341.30
Engineer's Estimate	*$1,801,243.35*

The low bidder, Veit & Company, has satisfactorily completed projects in Minnetonka.

Estimated Project Costs and Funding

The total estimated construction cost for Phase II, including engineering, administration, contingency and utility burial, is $2,045,000. The total expenses for Phase I and II are also shown below as a combined cost since it more accurately represents the scope of the entire trail project. The budgeted amount for the total project is shown below and is included in the 2020-2024 CIP and 2021-2025 CIP.

Hennepin County has committed to funding a portion of the project with two separate grants from the Hennepin County Bikeway Participation program. Each grant will provide $100,000 of funding, the maximum amount possible for this grant. A cooperative agreement for Phase II, subject to non-material changes, outlining funding support from Hennepin County is attached to this report for consideration. The city attorney has reviewed this agreement. The county funding is contingent on county board approval, scheduled for consideration on March 23, 2021.

	Budget Amount	Proposed Funding	Phase I Baker Road to Shady Oak Road (2020)	Phase II Kinsel Road to I-494 (2021)	Total Project Expense
Construction Costs			$1,200,000	$1,600,000	$2,800,000
Contingencies			$120,000	$250,000	$370,000
Easements				$120,000	$120,000
Engineering, Administration and Indirect Costs			$425,000	$75,000	$500,000
Overhead Power Burial			$800,000		$800,000
Park and Trail Improvement Fund	$2,150,000	$2,150,000			
Hennepin County Grant	$200,000	$200,000			
Electric Franchise Fund	$800,000	$800,000			
Trail System Expansion Fund	$1,600,000	$1,385,000			
Private Utility Funding (LUMEN)	$80,000	$55,000			
Total Budget	$4,830,000	$4,590,000	$2,545,000	$2,045,000	$4,590,000

Schedule

If the recommended actions are approved by council, construction is expected to begin in May and be completed by fall. Various communication strategies will continue to be used including signage, text alerts, email updates, citizen alerts and newsletters.

Recommendation

1. Award the contract for the Excelsior Boulevard Trail – Phase II (Kinsel Road to I-494), Project No. 20206 to Veit & Company in the amount of $1,540,029.22.

2. Authorize the city engineer to expend the allocated funds for project costs, without further council approval, provided that the total Phase II project costs do not exceed the project budget of $2,045,000.

3. Authorize the mayor and city manager to execute an agreement with Hennepin County, subject to non-material changes as approved by the city engineer and city attorney.

4. Authorize the mayor and city manager to execute an agreement with LUMEN, subject to non-material changes as approved by the city engineer and city attorney.

Submitted through:

Geralyn Barone, City Manager
Darin Nelson, Finance Director
Will Manchester, Director of Public Works
Phil Olson, City Engineer
Carol HejlStone, Park and Trail Planner

Originated by:

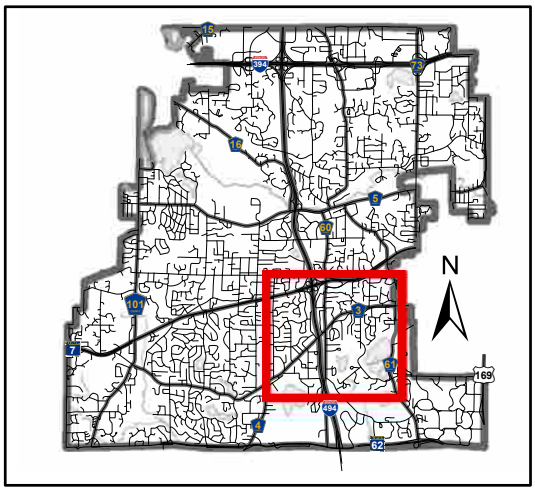
Mitch Hatcher, Engineering Project Manager

Excelsior Boulevard Trail

Proposed Trail

Phase 1 (2020)

Phase 2 (2021)



This map is for illustrative purposes only.

CITY OF MINNETONKA

Document Path: F:\GIS\Users\Engineering\Fong\Location Map_Excelsior Blvd_Construction Phase.mxd

Agreement No. PW 05-15-21
County Project No. 2190800
County State Aid Highway No. 3
City of Minnetonka
County of Hennepin

CONSTRUCTION COOPERATIVE AGREEMENT

This Agreement is made between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "County," and the **City of Minnetonka**, a Minnesota home-rule charter city, under the laws of the State of Minnesota, hereinafter referred to as the "City." The County and the City collectively are referred to as the "Parties."

Recitals

The following Recitals are incorporated into this Agreement:

1. The City and the County have been collaborating to close long stretches of multi-use trail gaps along the south side of County State Aid Highway (CSAH) 3 (Excelsior Boulevard) from Kinsel Road to CSAH 61 (Shady Oak Road). The multi-use trail project is to be completed in two phases: Phase 1 from CSAH 60 (Baker Road) to CSAH 61 (completed in 2020) and Phase 2 from Kinsel Road to Interstate (I)-494, ("Trail Project"), (scheduled for completion in 2021).

2. Additionally, the City plans to install medians, pavement, bituminous curb, signing and striping at CSAH 3 and Fairview Avenue as a part of the City's safety improvement project, ("Safety Project"). The City intends to self-fund the Safety Project without any cost to the County.

3. The Parties have agreed to enter into this Agreement to memorialize the partnership and to outline each party's ownership and financial responsibilities, maintenance responsibilities, and associated costs for the Trail and Safety Projects in the city of Minnetonka, as shown in City Project No. 20401, under County Project (CP) No. 2190800, and which shall hereinafter be referred to as the "Project".

4. The City shall be the lead agency in Project design, construction administration, and engineering and it shall be responsible for acquiring all governmental permits required for the Project.

5. The Trail Project is eligible for participation under Hennepin County's bikeway cost participation policy and the County has indicated its willingness to cost participate in the Trail Project as detailed herein.

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6. The Project will be carried out by the Parties under the provisions of Minnesota Statutes, Section 162.17, Subdivision 1, and Section 471.59.

Agreement

NOW, THEREFORE, the Parties agree as follows:

1. Term of Agreement, Survival of Terms, and Exhibit.

1.1. Effective Date. This Agreement is effective as of the date of the final signature.

1.2. Expiration Date. This Agreement will expire after all obligations have been satisfactorily fulfilled.

1.3. Survival of Terms. Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: Maintenance Responsibilities, Records/Audits, Indemnification, Insurance, Worker Compensation Claims, Cancellation, Termination, and Minnesota Laws Govern.

1.4. Exhibit. A copy of the Minnesota Department of Transportation (MnDOT) Americans with Disabilities Act (ADA) Compliance Checklist (Curb Ramp) form marked Exhibit "A" is attached and incorporated into this Agreement.

2. Project Construction.

2.1. Contract Award and Administration. The City or its agents shall prepare the necessary plans, specifications, and proposal; obtain approval of the plans and specifications from the County; advertise for bids for the work and construction; receive and open bids pursuant to the advertisement; enter into a contract with the successful bidder at the unit prices specified in the bid of such bidder; administer the contract; and perform the required engineering and inspection; all in accordance with the plans and specifications set forth below. In the event that the City does not award the Project due to higher than expected bid or due to lack of funding or a force majeure event, the City will consult with the County on the possibility if rebidding or cancelling the Project completely.

2.2. Plans and Specifications.

2.2.1. Design Work. All design work performed by the City and its agents that is to be incorporated into the bidding documents for the Project shall be prepared and certified by a Professional Engineer licensed in the State of Minnesota. All designs which affect County facilities shall conform to MnDOT Design Standards applicable to County State Aid Highways and to ADA requirements, and be approved by the

DRAFT

County Engineer. Attached as Exhibit "A" is a copy of the MnDOT ADA Compliance Checklist (Curb Ramp) form. The City or its agents shall complete the form for each curb ramp constructed as part of the Project and submit the forms by using the "Asset Management" site, which requires registration to access. The City understands and agrees that payment will not be made by the County until all required ADA certification forms have been received and verified by the County. (For instructions on how to fill and submit the form, visit: https://www.hennepin.us/residents/transportation/ada-transition-plan.

2.2.2. Request for Copies of Plans. At the request of the County, the City or its agents shall furnish the County with any working copies of any plans, designs or reports at any time during the Project design process.

2.2.3. Plan Review and Approval. The City shall furnish the County with plans and specifications for review and approval as follows: electronic submittals at 60%, 90%, and 100%; comment response letter with 90% and 100% package; electronic copy of plans at 100% with title sheet for County signature. The City must provide the title sheet for County signature, with the City signature affixed to the title sheet. The as-designed plans, specifications and as-built plans for the Project shall be provided by the City at no cost to the County. All designs and plans shall be submitted to Public Works Transportation Project Delivery Design Division Manager.

2.2.4. Permits and Approvals. The City shall obtain, and comply with, any and all permits and approvals required from other governmental or regulatory agencies to accomplish the Project. The permits and approvals shall be obtained prior to the start of any construction and made available to the County upon request.

2.3. Construction Supervision and Inspection. The City or its agents will administer the construction contract, and perform all necessary engineering, inspection and testing of all the contract work. All work for the Project shall be completed in compliance with the County approved plans and specifications. The County Engineer or a designated representative shall have the right, as the work progresses, to enter upon the job site to make any inspections deemed necessary and shall cooperate with the City Engineer and staff at their request to the extent necessary, but will have no responsibility for the supervision of the work.

2.4. Plan Changes and Additional Construction.

2.4.1. Plan Changes. The County agrees that the City may make changes in the plans or in the character of the contract construction that are reasonably necessary to cause the construction to be in all things performed and completed in a satisfactory manner. It is further agreed by the County that the City may, subject to the County's rights under Subsection 2.3 and the County's cost participation under Section 3, enter into any change orders or supplemental agreements with the City's contractor for the performance of any additional construction or construction occasioned by any necessary, advantageous or desirable changes in plans, within the original scope of the

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Project.

2.4.2. Review Proposed Changes. The County shall have the right to review any proposed changes to the plans and specifications as they relate to the County's cost participation prior to the work being performed, and in those instances where the proposed changes necessitate a re-engineering of the design and/or specifications, the City shall submit the re-engineered design and/or specifications to the County. The County Engineer or designated representative shall respond to the City's request for approval to authorize the issuance of any negotiated change orders or supplemental agreements prepared by the City that affect the County's share of the construction cost within a reasonable time frame.

3. Cost Participation. The County will cost participate in the Trail Project under this Agreement as follows:

3.1. County's Cost Participation. The County's cost participation in the Trail Project shall be a lump sum amount of One Hundred Thousand Dollars and No Cents ($100,000.00) for the construction of the Trail Project. The County does not intend to cost participate in the Safety Project under this Agreement.

4. Payment.

4.1. Amount Due. The County's total and only cost participation in the Trail Project is $100,000.

4.2. When to Invoice. Upon completion of the Project, the City shall notify the County and submit an invoice for a lump sum amount of $100,000 as the County's share of the costs for the Trail Project.

4.3. What to Include in the Invoice. The invoice shall include: date of invoice, invoice number, name of the project manager (Mr. Joshua Jansen), project name, county project number (CP 2190800), contract number, and purchase order number. The City shall include one project per invoice, provide the County with complete as built plans, and before and after photographs of the Project.

4.4. Where to Send Invoice. Invoices and supporting documentation should be mailed to: Hennepin County Accounts Payable, P.O. Box 1388, Minneapolis, MN 55440-1388. An electronic copy of all invoices and project documentation should also be submitted to bikeplan@hennepin.us

4.5. Approval and Payment. Upon approval and acceptance of the completed Project as well as all MnDOT ADA Compliance Checklist forms by the County Engineer or designated representative and within forty-five (45) days of receipt of the invoice, the County shall reimburse the City for the County's share of the costs for the Project, subject to provisions set forth in Subsection 3.1 and 4.6.

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4.6. Funds Availability. It is understood by the City that the funds the County has set aside for the Project will be available for payment to the City for three (3) years from March 23, 2021, the date of the County Board resolution approving the funding of the Project. It is further understood and agreed by the City that the County will not participate in the Project costs as set forth herein if the City has not invoiced the County within the three year period.

5. The City's Maintenance Responsibilities. Upon completion of the Project, the City shall, at no cost to the County, provide maintenance of the improvements as follows:

5.1. Multi-use trails. Maintenance of the multi-use trails constructed as a part of the Project. Maintenance includes, but is not limited to sweeping, debris removal, snow and ice removal, and any other maintenance activities according to accepted City maintenance practices. Any and all future maintenance, restoration or repair required thereafter shall be performed by the City.

5.2. Sidewalks and Pedestrian Ramps. Routine maintenance of sidewalks and pedestrian ramps reconstructed as a part for the Project. Maintenance includes, but is not limited to, sweeping, debris removal, snow and ice removal, resurfacing and seal coating, and any other maintenance activities according to accepted City maintenance practices.

5.3. Crosswalk and Stop Bar Markings. Maintenance of the newly installed durable crosswalk and stop bar markings.

5.4. Landscaping/Street Scaping. After Project completion, any landscaping/streetscaping constructed as a part of the Project shall be owned and maintained by the City. This includes but not limited to trimming, mowing, watering, irrigation maintenance and replanting/replacing, and trash removal.

6. The County's Maintenance Responsibilities. Upon completion of the Project, the County shall, at no cost to the City, provide maintenance of the improvements as follows:

6.1. Roadway Signs. The County shall thereafter maintain and repair all roadway signs installed on the segment of CSAH 3 as a part of the Project in accordance with the requirements of the Minnesota Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD).

6.2. Curbs and Gutters. The County shall thereafter maintain and repair all curbs and gutters constructed on the segment of CSAH 3 as a part the Project according to accepted County maintenance practices, except those portions intersecting municipal streets and private entrances, which shall be the responsibilities of the City and the property owners.

6.3. Medians. The County shall thereafter maintain and repair all medians constructed on the segment of CSAH 3 as a part the Project according to accepted County maintenance practices, except those special features requested by the City, such as colored concrete, brick pavers,...etc. which shall be the responsibilities of the City.

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6.4. County Road Pavement Striping. The County shall thereafter maintain and repair all pavement striping for roadway users installed as a part of the Project.

7. Authorized Representatives. In order to coordinate the services of the County with the activities of the City, and vice versa so as to accomplish the purposes of this Agreement, the Hennepin County and the City Engineers, or their designated representatives shall manage this Agreement on behalf of the County and the City.

County of Hennepin, Public Works Transportation
Carla Stueve
County Highway Engineer
1600 Prairie Drive, Medina, MN 55340
Office: 612-596-0356
Carla.Stueve@hennepin.us

City of Minnetonka:
Phil Olson, PE
City Engineer
14600 Minnetonka Blvd., Minnetonka, MN 55345
952-939-8239
polson@eminnetonka.com

8. Assignment, Amendments, Default, Waiver, Agreement Complete, Cancellation or Termination.

8.1. Assignment. The City shall not assign, subcontract, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the County.

8.2. Amendments. 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 and signed by the Parties hereto.

8.3. Default. If a party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the default is excused by the non-defaulting parties, the Parties may upon written notice immediately cancel this Agreement in its entirety.

8.4. Waiver. The Parties' failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

8.5. Agreement Complete. The entire Agreement between the Parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the Parties

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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.

8.6. Cancellation or Termination. This Agreement may be terminated or cancelled by either party with or without cause upon thirty (30) day written notice. This Agreement shall be terminated or cancelled by either party upon a material breach by the other party that is not waived by the non-breaching party. In the event of a termination or cancellation, the Parties will remain responsible for cost participation as provided in this Agreement for obligations incurred up through the effective date of the termination or cancellation, subject to any equitable adjustment that may be required to account for the effects of a breach.

8.7. Force Majeure. Neither party shall be responsible to the other party for a failure or delay to perform under this Agreement, if such failure or delay is due to a force majeure event, which is defined as an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

9. Indemnification.

8.1. The City Indemnifies the County. The City agrees to defend, indemnify and hold harmless the County, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the City or the City's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract, and against all loss by reason of the failure of the City to perform fully, in any respect, all obligations under this contract. The City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

8.2. The County Indemnifies the City. The County agrees to defend, indemnify and hold harmless the City, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the County or the County's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract, and against all loss by reason of the failure of the County to perform fully, in any respect, all obligations under this contract. The County's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

10. Insurance. The City agrees that any future contract let by the City for the performance of any of the work included hereunder shall include clauses that will: 1) Require the contractor to indemnify and hold the County, its commissioners, officers, agents and employees harmless from any liability, claim, demand, judgments, expenses, action or cause of action of any kind or character arising out of any act or omission of the contractor, its officers, employees, agents or subcontractors; 2) Require the contractor to be an independent contractor for the purposes

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of completing the work provided for in this Agreement; and 3) Require the contractor to provide and maintain the following insurance so as to assure the performance of its indemnification and hold harmless obligation:

	Limits
(1) Commercial General Liability on an occurrence Basis with contractual liability coverage:	
General Aggregate	$2,000,000
Products - Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	$1,500,000

Hennepin County shall be named as an additional insured for the Commercial General Liability coverage with respect to operations Covered under this Agreement.

(2) Automobile Liability:	
Combined Single limit each occurrence coverage or the equivalent covering owned, non-owned, and hired automobiles:	$1,500,000
(3) Workers' Compensation and employer's Liability:	
Work Workers' Compensation: If the contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.	Statutory
Employer's Liability. Bodily injury by:	
Accident – Each Accident	$500,000
Disease – Policy Limit	$500,000
Disease - Each Employee	$500,000
(4) Professional Liability – Per Claim and Aggregate:	$2,000,000

The above listed Professional Liability insurance will not be required in any construction contract let by the City if the City's contractor is not required to perform design engineering as part of the construction contract.

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits.

The above subparagraphs establish minimum insurance requirements. It is the sole responsibility of the City's contractor to determine the need for and to procure additional insurance which may be needed in connection with the Project and any

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subsequent maintenance work covered under this Agreement.

All insurance policies shall be open to inspection by the County and copies of policies shall be submitted to the County upon written request.

11. Worker Compensation Claims.

11.1. City's Employees. Any and all employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the County, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County.

11.2. County's Employees. Any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the City.

12. Records/Audits. The City agrees that the County, 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 Project and maintenance work, and the accounting practices and procedures of the City which involve transactions relating to this Agreement.

13. Nondiscrimination. The provisions of Minnesota Statute Section 181.59 and of any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.

14. Counterparts/Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

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15. Minnesota Laws Govern. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

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IN TESTIMONY WHEREOF, The Parties hereto have caused this Agreement to be executed by their respective duly authorized officers and agree to be bound by the provisions herein set forth.

CITY OF MINNETONKA

(Seal)

By:_____
Mayor
Date:_____

And:_____
Manager
Date:_____

COUNTY OF HENNEPIN

ATTEST:

By:_____
Deputy/Clerk of the County Board
Date:_____

By:_____
Chair of its County Board
Date: _____

And: _____
County Administrator
Date: _____

REVIEWED BY
THE COUNTY ATTORNEY'S OFFICE:

By:_____
Assistant County Attorney
Date:_____

And:_____
Assistant County Administrator, Public Works
Date:_____

RECOMMENDED FOR APPROVAL

By:_____
County Highway Engineer
Date:_____

RECOMMENDED FOR APPROVAL

By:_____
Department Director, Transportation Operations

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Date:_____

EXHIBIT "A"

IT IS OK TO SUBMIT SCANNED COPIES

MnDOT ADA Compliance Checklist (Curb Ramp)

SP: City: District:

Intersection: Quadrant:

Ramp Type: Const. Year:

Compile all relevant documents (photos, checklist, notes, etc) of the completed quadrant and upload them using the HennPlace Asset Management Site. Registration is required. To create an account, please register for an account and use the following step-by-step reference guide on our ADA transition plan page under "checklist guide."

(1) Minimum 4' wide pedestrian access route (PAR) maintained? Yes No

(2) Landing meets min. 4'x4' and perpendicular grade break(s)? Yes No

(3) Are landing(s) located at the top of each ramp and at change(s) in direction and at inverse grades? Yes No

(4) Landing **slopes (%):** (TH) (TH) (SS) (SS)

(5) Ramp's **running slope (%):** Initial TH Secondary TH Initial SS Secondary SS

(6) Ramp's **cross slope (%):** Initial TH Secondary TH Initial SS Secondary SS

(7) Gutter **flow line slope (%):** TH SS

(8) Gutter **inslope (%):** TH SS

(9) Roadway **cross slope** (%): TH SS

TH = Trunk Highway
SS = Side Street

(10) Do truncated domes cover the entire curb opening and are they properly oriented? Yes No

(11) Are gutter line and ramps draining properly? Yes No

(12) Are there any vertical discontinuities greater than 1/4"? Yes No

(13) Do ramps comply with Spec 2521.3? Yes No

(14) Are ramps **fully compliant**? Yes No

If **NO**, check the reason(s) below. Explain why the ramp didn't meet compliance and how the ramp has been improved from the pre-construction condition (see ADA Compliance Checklist Guidance for more info and attach pages if needed).

☐ Topography ☐ Structure(s) ☐ Utilities ☐ Contractor ☐ Hennepin County

(15) Was the curb ramp able to be built according to the plan details? Yes No

If **NO**, please explain:

Printed Name: Date (mm/dd/yyyy):

☑ I certify that the information entered on this form is accurate to the best of my knowledge and that I fully understand the checklist standards and am qualified to carry out the inspection.

FILL OUT FORM AND SUBMIT TO HENNEPIN COUNTY

_____

AGREEMENT

THIS AGREEMENT is made effective as of the date this Agreement is last signed, (the "Effective Date") by and between the City of Minnetonka, Minnesota (the "City"), and Qwest Corporation d/b/a CenturyLink QC (the "Company").

RECITALS

A. The Company maintains a telecommunications network in the public rights-of-way within the City.

B. The City has elected to regulate excavations and obstructions within public rights-of-way pursuant to Minnesota statute and has set forth its written regulations in Chapter 11 of the Minnetonka Code of Ordinances.

C. The City is performing a trail project on Excelsior Boulevard, 2021 Excelsior Boulevard Trail Improvements, Project No. 20206 (the "Project"), for which the original project plan required a costly relocation of the Company's facilities.

D. The Company requested that the City consider an alternative design for the Project that would eliminate the requirement for the Company to relocate its facilities within a portion of the Project area and instead require the City to move its proposed location for storm sewer facilities into the subsurface below an improved public roadway.

E. The City has agreed to accommodate the Company's request by creating an alternative design that permits the maintenance of the Company's facilities in their place within a portion of the Project area, as further described in this Agreement and its exhibits (the "Alternative Design").

F. In using the Alternative Design, the City has incurred additional engineering design costs, expects to incur additional construction costs for the Project, and expects in the future to incur additional costs in repair and replacement of its facilities

G. In recognition of the City's expected additional costs, the City and the Company have mutually agreed on a payment to be made by Company to City.

Now, therefore, the parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein.

2. Alternative Design. In consideration of the Company's agreement to pay the amount set forth in paragraph 3 below, City agrees to award the contract for the Project using the Alternative Design, as referenced in Recital E above, for the portion of the Project that lies within the area depicted in the attached Exhibit A. The Alternative Design details are set forth in the plans and specifications on file for the Project.

3. Payment Amount. Company agrees to pay City the sum of Fifty-five Thousand Dollars ($55,000.00) in consideration of the City's use of the Alternative Design. This is a lump sum payment, which the City agrees to accept as compensation for the additional costs that the City may incur in connection with the use of the Alternative Design, including: design and estimated construction costs as set forth on the attached Exhibit B (the design and construction costs on Exhibit B are based on estimated quantities but, for purposes of this Agreement, are deemed to be final quantities); and future additional costs that the City is likely to incur related to repairing and replacing its storm sewer facilities, due to the location of those facilities within an improved roadway.

4. Invoice and Payment. The Company agrees to pay the $55,000.00 to City within 60 days after the receipt of an invoice for such amount from the City. The City shall send such invoice within 10 days after the Effective Date of this Agreement. Payment shall be made by check payable to City of Minnetonka, with the reference "Project No. 20206" and mailed to: City of Minnetonka, Attn: City Engineer, 14600 Minnetonka Blvd., Minnetonka, MN 55345.

5. Representations. The City represents to Company that the Alternative Design for the City's project will eliminate the need for the City to require Company to relocate its facilities within that portion of the City's project as shown in Exhibit A. Should the City request that the Company relocate its facilities within the area shown in Exhibit A during the time period from the Effective Date of this Agreement through the one year anniversary of the City's completion of the Project, the City shall refund the amount paid under this Agreement to the Company within 30 days of making its relocation request; in that instance, Company shall relocate its facilities at its cost in accordance with Minnetonka City Code Section 1120.120.1. Company acknowledges and agrees that, with respect to all areas of the Project other than the location shown in Exhibit A, the City may require Company to relocate its facilities, at Company's cost, pursuant to Minnetonka City Code Section 1120.120.1.

6. Governing Law. This Agreement is made in and in all respects shall be governed by and construed under the laws of the State of Minnesota.

7. Counterparts; Electronic Signatures. This Amendment may be executed in counterparts and may be delivered by facsimile or other electronic transmittal of signed original counterparts.

[signature page follows]

The parties have executed and delivered this Amendment effective as of the date first set forth above.

CITY:	**COMPANY:**
Minnetonka	Qwest Corporation d/b/a CenturyLink QC
By:_____	By:_____
Print Name:_____	Print Name:_____
Its:_____	Its:_____

Exhibit A

2021 Excelsior Blvd

City of Minnetonka

Lumnen Alternative Storm Sewer Route

December 2020

BOLTON & MENK

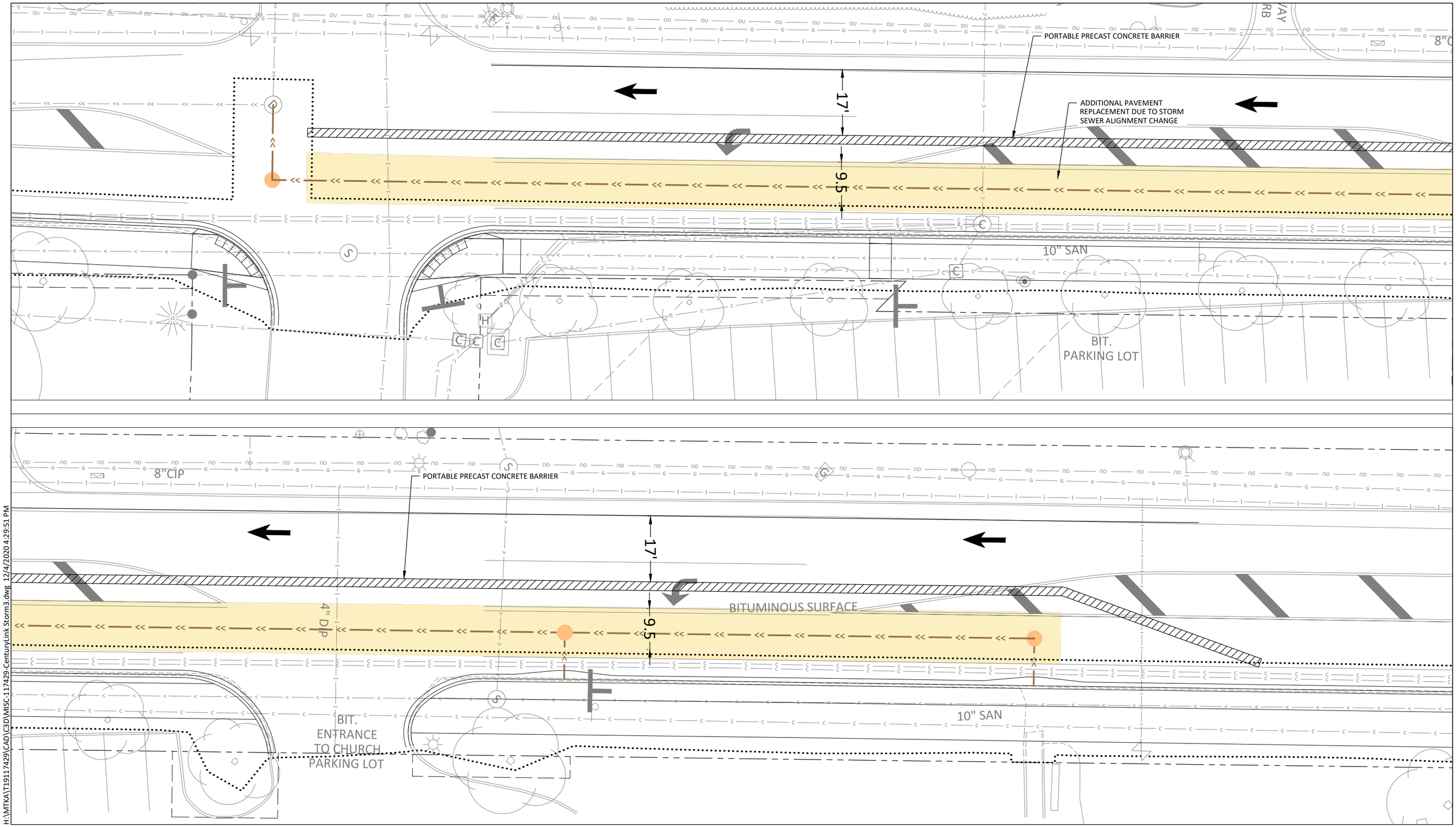

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Exhibit B

COST ESTIMATE

2021 EXCELSIOR BLVD TRAIL IMPROVEMENTS
STORM SEWER ALTERNATE ROUTE
CITY PROJECT NO. 20206
CITY OF MINNETONKA, MN

BOLTON & MENK
Real People. Real Solutions.

Date: 2/9/2021

Item No.	MnDOT Spec No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Total Amount
1	2104.505	REMOVE BITUMINOUS PAVEMENT		600	SQ YD	$6.45	$3,870.00
2	2105.507	COMMON EXCAVATION		130	CU YD	$36.85	$4,790.50
3	2118.501	AGGREGATE BASE CLASS 5		275	TON	$7.65	$2,103.75
4	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (4,B)		110	TON	$88.75	$9,762.50
5	2360.509	TYPE SP 12.5 WEARING COURSE MIX (4,C)		190	TON	$100.15	$19,028.50
6	2503.503	15" RC PIPE SEWER CLASS III		22	LF	$53.50	$1,177.00
7	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020		9.6	LF	$432.45	$4,151.52
						TOTAL ESTIMATED CONSTRUCTION COST:	$44,883.77
						DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$4,490.00
						TOTAL ESTIMATED PROJECT COST:	**$49,373.77**

City Council Agenda Item #10A
Meeting of Mar. 8, 2021

Brief Description: Resolution designating Cartway Lane as a Municipal State Aid street

Recommended Action: Adopt the resolution

Background

Minnesota cities with populations greater than 5,000 are allowed by state statute to designate up to 20 percent of the street mileage under their jurisdiction as Municipal State Aid (MSA) streets. These streets are then eligible to receive a portion of state gasoline tax revenue for construction and maintenance. Not all local streets qualify as MSA routes. The street must function as a street that collects neighborhood traffic and intersects either a state or county highway or another MSA street. These routes must also be approved by MnDOT.

The proposed designation of Cartway Lane, from Ridgedale Drive east to Plymouth Road (CSAH 61), meets the qualifications of a MSA route and has been pre-approved by the MnDOT Office of State Aid. Minnetonka currently has sufficient mileage accumulated to be able to meet the 0.05 miles required for this new designation per the attached approval letter.

Recommendation

Adopt the attached resolution designating Cartway Lane as a Municipal State Aid street.

Submitted through:
Geralyn Barone, City Manager
Will Manchester, Director of Public Works
Phil Olson, City Engineer

Originated by:
Jeremy Koenen, Senior Civil Engineer

Resolution No. 2021-XXX

Resolution designating Cartway Lane as a Municipal State Aid street

---

Be it resolved by the City Council of the City of Minnetonka, Minnesota as follows:

Section 1. Background.

1.01. The road described as follows:

1. Cartway Lane from Ridgedale Drive to Plymouth Road (CSAH 61).

Is hereby established, located and designated as a Municipal State Aid street of the city of Minnetonka, subject to the approval of the Commissioner of Transportation of the State of Minnesota.

Section 2. Council Action.

2.01. The city clerk is hereby authorized and directed to forward two certified copies of this Resolution to the Commissioner of Transportation for her consideration and that upon her approval of the designation of said street or portion thereof, that same be constructed, improved, and maintained as a Municipal State Aid Street of the city of Minnetonka.

Adopted by the City Council of the City of Minnetonka, Minnesota, on March 8, 2021.

_____

Brad Wiersum, Mayor

ATTEST:

_____

Becky Koosman, City Clerk

ACTION ON THIS RESOLUTION:

Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on March 8, 2021.

_____

Becky Koosman, City Clerk

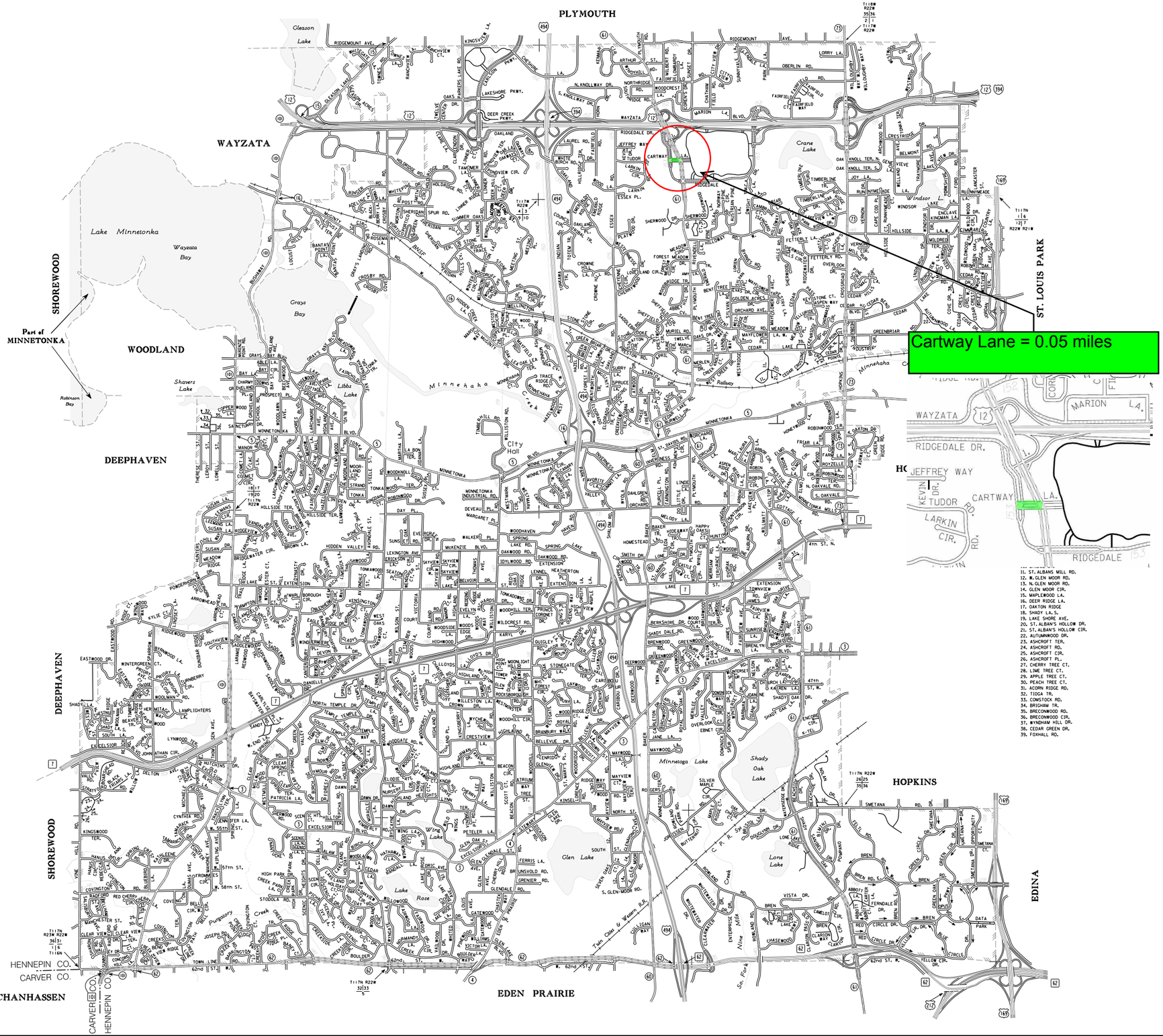
MUNICIPALITY OF

MINNETONKA

PREPARED BY THE
MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSPORTATION DATA & ANALYSIS
IN COOPERATION WITH
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

SCALE
1600 0 1600 3200 FEET
500 0 500 1000 METERS

2012
BASIC DATA - 2008



LEGEND

INTERSTATE TRUNK HIGHWAY..... (35)
U.S. TRUNK HIGHWAY..... (18)
STATE TRUNK HIGHWAY..... (55)
COUNTY STATE AID HIGHWAY..... (23)
COUNTY ROAD..... (42)
CORPORATE LIMITS.....
PUBLIC ROAD .....
PRIVATE ROAD .....

11. ST. ALBANS MILL RD.
12. W. GLEN MOOR RD.
13. N. GLEN MOOR RD.
14. GLEN MOOR CIR.
15. MAPLEWOOD LA.
16. DEER RIDGE LA.
17. OAKTON RIDGE
18. SHADY LA. S.
19. LAKE SHORE AVE.
20. ST. ALBAN'S HOLLOW DR.
21. ST. ALBAN'S HOLLOW CIR.
22. AUTUMNWOOD DR.
23. ASHCROFT TER.
24. ASHCROFT RD.
25. ASHCROFT CIR.
26. ASHCROFT PL.
27. CHERRY TREE CT.
28. LIME TREE CT.
29. APPLE TREE CT.
30. PEACH TREE CT.
31. ACORN RIDGE RD.
32. TIOGA TR.
33. COMSTOCK RD.
34. BRIGHAM TR.
35. BRECONWOOD RD.
36. BRECONWOOD CIR.
37. WYNDHAM HILL DR.
38. CEDAR GREEN DR.
39. FOXHALL RD.

MUNICIPAL STATE AID STREET SYSTEM

LEGEND

MUNICIPAL COUNTY STATE AID STREET....
MUNICIPAL STATE AID STREET.....
COUNTY STATE AID HIGHWAY.....
COUNTY ROAD.....
TRUNK HIGHWAY.....

Add Segment

To request information from this document in an alternative format, call 651-366-4718 or 1-800-657-3774 (Greater Minnesota); 711 or 1-800-627-3529 (Minnesota Relay). You may also send an e-mail to: ADArequest.dot@state.mn.us. (Please request at least one week in advance).

2010 U.S. CENSUS - POP. 49,734

MINNETONKA (HENNEPIN COUNTY)
MINNETONKA M.S.A.S.

Minnesota Department of Transportation
395 John Ireland Boulevard
Saint Paul, MN 55155

TO: Phil Olson
Minnetonka City Engineer

FROM: William Lanoux
Manager, Municipal State Aid Needs Unit

DATE: February 22, 2021

SUBJECT: Municipal State Aid Designation

The following Municipal State Aid Street designation will be approved when the City Council resolution has been received.

MSAS 176: *Cartway Lane*- from Ridgedale Drive to Plymouth Road (CSAH 61) (0.05 miles)

A Commissioner's Order will follow.

Needs Update Comments:
Routes can receive Needs and be used in the calculation of your 2022 allotment. Include these revisions with your 2021 spring Needs update.

Certification of Mileage Update Comments:
You can include this revision on the *2021 Annual Certification of Mileage* that is due in January 2022.

	Available Mileage	0.22	2020 Certified Mileage
+	Revoked Mileage	0.00	
-	Designated Mileage	0.05	
	Remaining Available Mileage	0.17	See Cert comments

If you have any questions, contact your DSAE or Bill Lanoux at (651) 366-3817 for instructions.

City Council Agenda Item #10B
Meeting of Mar. 8, 2021

Brief Description: Resolution for the cooperative agreement for the Trunk Highway 7 and Hopkins Crossroad project

Recommended Action: Adopt the resolution

Introduction

MnDOT is requesting the execution of a cooperative agreement for their upcoming project at the intersection of Trunk Highway 7 (TH 7) and County State Aid Highway 73 (Hopkins Crossroad). This project will improve safety and traffic operations at the intersection by adding a second left turn lane to eastbound TH 7, replacing the existing signal system, and adding sidewalk for better pedestrian connections to businesses and improved transit safety options including bus stops.

Background

A cooperative agreement between MnDOT, Hennepin County, Hopkins and Minnetonka has been prepared in regards to the turn lane and signal improvements at the intersection at TH 7 and Hopkins Crossroad. The cooperative agreement establishes conditions of ownership, maintenance and financial responsibilities for improvements within the project. Specific to Minnetonka, the agreement establishes that following the project, the city will be responsible for ongoing maintenance of sidewalk within city limits. The city currently maintains these areas and this project would not significantly increase demand for additional staff resources.

The city attorney has reviewed the agreement and it is attached.

Public Involvement

MnDOT hosted a virtual neighborhood meeting for nearby businesses on Nov. 18, 2020. The meeting provided information on the project along with impacts associated with construction, including needed detours during certain portions of the project. The meeting had limited attendance, however residents were generally supportive of the project.

Construction is planned to begin this spring and be complete by fall. Additional information about the project can be found on the MnDOT project webpage, which can also be accessed via the city's construction project webpage.

Recommendation

Adopt the attached resolution authorizing the mayor and city manager to execute the attached cooperative agreement for MnDOT state project Project No. 2706-232 (T.H. 7=012), subject to non-material changes.

Submitted through:
Geralyn Barone, City Manager
Corrine Heine, City Attorney
Will Manchester, Director of Public Works

Originated by:
Phil Olson, City Engineer

Resolution No. 2021-XXX

Resolution for the MnDOT Agreement No.1045385

Be It Resolved by the City Council of the City of Minnetonka, Minnesota as follows:

Section 1. Background.

1.01. It is recommended that the City of Minnetonka enter into MnDOT Agreement No. 1045385 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for sidewalk maintenance by the City of Minnetonka upon, along, and adjacent to Trunk Highway No. 7 from 700 feet west of Hopkins Crossroad (County State Aid Highway (C.S.A.H) No. 73) to 615 feet east of Hopkins Crossroad (County State Aid Highway No. 73) within the corporate city limits under State Project No. 2706-232 (T.H. 7=012).

Section 2. Council Action.

2.01. The mayor and city manager are hereby authorized to execute the agreement and any amendments to the agreement.

Adopted by the City Council of the City of Minnetonka, Minnesota, on March 8, 2021.

_____

Brad Wiersum, Mayor

Attest:

_____

Becky Koosman, City Clerk

Action on This Resolution:

Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on March 8, 2021.

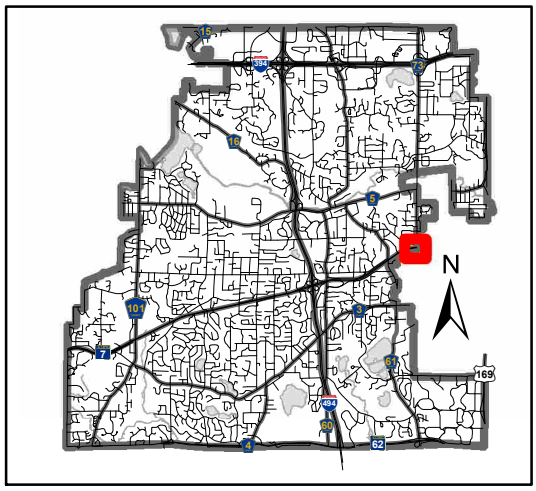
_____

Becky Koosman, City Clerk

TH 7/ Hopkins Crossroad Project

Municipal Boundary Line

Project Area



This map is for illustrative purposes only.

CITY OF MINNETONKA

MnDOT Contract No.: **1045385**
Hennepin County Agreement No.: **PW-04-40-21**

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF HOPKINS
AND
CITY OF MINNETONKA
AND
HENNEPIN COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT

State Project Number (S.P.):	**2706-232**	**Hopkins Estimated Amount Receivable**
Trunk Highway Number (T.H.):	**7=012**	**$7,530.01**
State Aid Project Number (S.A.P.):	**027-673-009**	
Federal Project Number:	**NHPP 0007(304)**	
Signal System ID:	**4029001**	**County Estimated Amount Receivable**
		$3,569.11

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), the City of Hopkins, acting through its City Council ("Hopkins"), the City of Minnetonka, acting through its City Council ("Minnetonka"), and Hennepin County, acting through its Board of Commissioners ("County").

Recitals

1. The State will perform grading, bituminous surfacing, ADA improvements, and signal construction and other associated construction upon, along, and adjacent to Trunk Highway No. 7 from 700 feet west of Hopkins Crossroad (County State Aid Highway (C.S.A.H.) No. 73) to 615 feet east of Hopkins Crossroad (County State Aid Highway No. 73) according to State-prepared plans, specifications, and special provisions designated by the County and the State as State Aid Project No. 027-673-009 and by the State as State Project No. 2706-232 (T.H. 7=012) ("Project"); and
2. Hopkins has expressed its willingness for the State include in its Project sidewalk construction; and
3. Hopkins agrees to participate in the costs of the sidewalk construction and associated construction engineering for work along or affecting Hopkins-owned sidewalk; and
4. The County has expressed its willingness for the State include in its Project sidewalk construction; and
5. The County agrees to participate in the costs of the sidewalk construction and associated construction engineering for work along or affecting County roads; and
6. Minnesota Statutes § 161.45, subdivision 2, allows for Hopkins-owned utility relocation to be included in a State construction contract, and payment by Hopkins for such relocation according to applicable statutes and rules for utilities on trunk highways; and
7. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

1.1. ***Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

1.2. ***Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.

1.3. ***Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by Hopkins; 4. Maintenance by Minnetonka; 12. Liability; Worker Compensation Claims; 15. State Audits; 16. Government Data Practices; 18. Governing Law; Jurisdiction; Venue; and 20. Force Majeure. The terms and conditions set forth in Article 5. Signal System and EVP System Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.

1.4. ***Plans, Specifications, and Special Provisions.*** Plans, specifications, and special provisions designated by the County and the State as State Aid Project No. 027-673-009 and by the State as State Project No. 2706-232 (T.H. 7=012) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

1.5. ***Exhibits.*** Preliminary Schedule "I" is on file in the office of Hopkins' City Engineer and in the office of the County's Project Manager, and attached and incorporated into this Agreement.

2. Construction by the State

2.1. ***Contract Award.*** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. ***Direction, Supervision, and Inspection of Construction.***

A. ***Supervision and Inspection by the State.*** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.

B. ***Inspection by Hopkins, Minnetonka, and the County.*** Hopkins, Minnetonka, and County participation construction covered under this Agreement will be open to inspection by Hopkins, Minnetonka, and the County. If Hopkins, Minnetonka, or the County believes the Hopkins, Minnetonka, or County participation construction covered under this Agreement has not been properly performed or that the construction is defective, Hopkins, Minnetonka, or the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by Hopkins, Minnetonka, or the County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the Hopkins, Minnetonka, and County participation construction covered under this Agreement.

2.3. ***Plan Changes, Additional Construction, Etc.***

A. Subject to the approval provisions of this Section 2.3.A., Hopkins and the County agree that the State may make changes in the Project Plans and contract construction that are reasonably necessary to cause the contract construction to be in all things performed and completed in a satisfactory manner. Except in cases of emergency, to ensure safety, or to comply with environmental laws and regulations, Hopkins and the County shall have the right to review and approve any material changes to Project

Plans and specifications related to Hopkins' or the County's infrastructure or cost participation prior to the work being performed. Hopkins or the County shall respond to the State's request for approval, which Hopkins or the County shall not unreasonably withhold, to authorize the issuance of any negotiated change orders or supplemental agreements within a reasonable time frame that accounts for Project construction deadlines. Hopkins or the County will be responsible for any delay claims from State's Contractor due to Hopkins' or the County's failure to provide such timely response. Deviations from the Project Plans for Hopkins-Owned or County-Owned facilities will be documented, and record drawing information will be provided to Hopkins or the County upon completion of the Project. The Hopkins and County approval provisions set forth herein shall not otherwise alter or affect the State's authority to direct and supervise the construction contract under Section 2.2.A.

B. Hopkins, Minnetonka, and the County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

2.4. ***Satisfactory Completion of Contract.*** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. ***Permits.*** Hopkins will submit to the State's Utility Engineer an original permit application for all utilities owned by Hopkins to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).

2.6. ***Replacement of Castings.*** Adjustments to certain Minnetonka, Hopkins, or County-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The owner of the facility will furnish the contractor with new units and/or parts for those in place Minnetonka, Hopkins, or County-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

2.7. ***Additional Drainage.*** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the owner of the storm sewer facilities.

3. Maintenance by Hopkins

Upon completion of the project, Hopkins will provide the following without cost or expense to the State:

3.1. ***Municipal Utilities.*** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.

3.2. ***Sidewalks.*** Maintenance of any sidewalk construction within the corporate limits of the City of Hopkins, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

4. Maintenance by Minnetonka

Upon completion of the project, Minnetonka will provide the following without cost or expense to the State:

4.1. ***Sidewalks.*** Maintenance of any sidewalk construction within the corporate limits of the City of Minnetonka, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

5. Signal System and EVP System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and Emergency Vehicle Preemption (EVP) System on T.H. 7 at Hopkins Crossroad (C.S.A.H. 73).

5.1. ***Hopkins Responsibilities.***

A. ***Power.*** Hopkins will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad(s) or pole(s) and will pay all monthly electrical service expenses necessary to operate the Signal System and EVP System.

B. ***Minor Signal System Maintenance.*** Hopkins will provide for the following, without cost to the State.

i. Maintain the signal pole mounted Light Emitting Diode (LED) luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended American Association of State Highway and Transportation Officials (AASHTO) levels for the installation.

ii. Replace the Signal System LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.

iii. Clean the Signal System controller cabinet and service cabinet exteriors.

iv. Clean the Signal System and luminaire mast arm extensions.

5.2. ***State Responsibilities.***

A. ***Timing; Other Maintenance.*** The State will maintain signing, and perform all other Signal System, Accessible Pedestrian Signals (APS), and signal pole luminaire circuit maintenance without cost to Hopkins, Minnetonka, or the County. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.

B. ***EVP System Operation.*** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:

i. All maintenance of the EVP System must be done by State forces.

ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. Hopkins and Minnetonka will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.

iii. Malfunction of the EVP System must be reported to the State immediately.

iv. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after Hopkins or Minnetonka receives written notice from the State, the State may remove the EVP

System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.

v. All timing of the EVP System will be determined by the State.

5.3. ***Right-of-Way Access.*** Each party authorizes the other parties to enter upon their respective public right of way for the purpose of performing the maintenance activities described in this Agreement.

5.4. ***Related Agreements.*** This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 73428, dated June 30, 1995, between the State, Hopkins, and Minnetonka, for the intersection of T.H. 7 at Hopkins Crossroad (C.S.A.H. 73).

6. Basis of Hopkins Cost

6.1. ***Schedule "I".*** The Preliminary Schedule "I" includes all anticipated Hopkins participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

6.2. ***Hopkins Participation Construction.*** Hopkins will participate in the following at the percentages indicated.

A. 100 Percent will be Hopkins' rate of cost participation in all of the sidewalk construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".

6.3. ***Construction Engineering Costs.*** Hopkins will pay a construction engineering charge equal to 8 percent of the total Hopkins participation construction covered under this Agreement.

6.4. ***Plan Changes, Additional Construction, Etc.*** Hopkins will share in the costs of construction contract addenda and change orders that are necessary to complete Hopkins participation construction covered under this Agreement, including any Hopkins requested additional work and plan changes.

The State reserves the right to invoice Hopkins for the cost of any additional Hopkins requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

6.5. ***Liquidated Damages.*** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

7. Hopkins Cost and Payment by Hopkins

7.1. ***Hopkins Cost.*** **$7,530.01** is Hopkins' estimated share of the costs of the contract construction and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

7.2. ***Conditions of Payment.*** Hopkins will pay the State Hopkins' total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:

A. Execution of this Agreement and transmittal to Hopkins, including a copy of the Revised Schedule "I".

B. Hopkins' receipt of a written request from the State for the advancement of funds.

7.3. ***Acceptance of Hopkins' Cost and Completed Construction.*** The computation by the State of the amount due from Hopkins will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon Hopkins as to the satisfactory completion of the contract construction.

7.4. ***Final Payment by Hopkins.*** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to Hopkins. The Final Schedule "I" will be based on final quantities, and include all Hopkins participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of Hopkins participation construction exceeds the amount of funds advanced by Hopkins, Hopkins will pay the difference to the State without interest. If the final cost of Hopkins participation construction is less than the amount of funds advanced by Hopkins, the State will refund the difference to Hopkins without interest.

The State and Hopkins waive claims for any payments or refunds less than $5.00 according to Minnesota Statutes § 15.415.

8. Basis of County Cost

8.1. ***Schedule "I".*** The Preliminary Schedule "I" includes all anticipated County participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

8.2. ***County Participation Construction.*** The County will participate in the following at the percentages indicated.

A. 100 Percent will be the County's rate of cost participation in all of the sidewalk construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".

8.3. ***Construction Engineering Costs.*** The County will pay a construction engineering charge equal to 8 percent of the total County participation construction covered under this Agreement.

8.4. ***Plan Changes, Additional Construction, Etc.*** The County will share in the costs of construction contract addenda and change orders that are necessary to complete the County participation construction covered under this Agreement, including any County requested additional work and plan changes.

The State reserves the right to invoice the County for the cost of any additional County requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

8.5. ***Liquidated Damages.*** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

9. County Cost and Payment by the County

9.1. ***County Cost.*** **$3,569.11** is the County's estimated share of the costs of the contract construction and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on

construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

9.2. ***Conditions of Payment.*** The County will pay the State the County's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:

A. Execution of this Agreement and transmittal to the County, including a copy of the Revised Schedule "I".

B. The County's receipt of a written request from the State for the advancement of funds.

9.3. ***Acceptance of the County's Cost and Completed Construction.*** The computation by the State of the amount due from the County will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the County as to the satisfactory completion of the contract construction, subject to the terms of this Agreement.

9.4. ***Final Payment by the County.*** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the County. The Final Schedule "I" will be based on final quantities, and include all County participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the County participation construction exceeds the amount of funds advanced by the County, the County will pay the difference to the State without interest. If the final cost of the County participation construction is less than the amount of funds advanced by the County, the State will refund the difference to the County without interest.

The State and the County waive claims for any payments or refunds less than $5.00 according to Minnesota Statutes § 15.415.

10. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

10.1. The State's Authorized Representative will be:

Name, Title:	Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address:	395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone:	(651) 366-4634
E-Mail:	malaki.ruranika@state.mn.us

10.2. Hopkin's Authorized Representative will be:

Name, Title:	Nate Stanley, City Engineer (or successor)
Address:	1010 First Street South, Hopkins, MN 55433
Telephone:	(952) 548-6356
E-Mail:	nstanley@hopkinsmn.com

10.3. Minnetonka's Authorized Representative will be:

Name, Title:	Phil Olson, City Engineer (or successor)
Address:	14600 Minnetonka Boulevard, Minnetonka, MN 55345
Telephone:	(952) 939-8239
E-Mail:	polson@minnetonkamn.gov

10.4. The County's Authorized Representative will be:

Name, Title:	Steven Groen, Project Manager (or successor)
Address:	1600 Prairie Drive, Medina, MN 55340
Telephone:	(612) 596-0337
E-Mail:	steven.groen@hennepin.us

11. Assignment; Amendments; Waiver; Contract Complete

11.1. ***Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other parties and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

11.2. ***Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

11.3. ***Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

11.4. ***Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State, Hopkins, Minnetonka, and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

12. Liability; Worker Compensation Claims

12.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Hopkins, Minnetonka, and the County.

12.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

13. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

14. Title VI/Non-discrimination Assurances

Hopkins, Minnetonka, and the County agree to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Hopkins, Minnetonka, and the County will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of Hopkins', Minnetonka's, and the County's compliance with this provision. Hopkins, Minnetonka, and the County must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making Hopkins, Minnetonka, and County staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

15. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, Hopkins', Minnetonka's, and the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by

the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

16. Government Data Practices

Hopkins, Minnetonka, the County, and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Hopkins, Minnetonka, and the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by Hopkins, Minnetonka, the County, or the State.

17. Telecommunications Certification

By signing this agreement, Hopkins, Minnetonka, and the County certify that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Hopkins, Minnetonka, and the County do not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Hopkins, Minnetonka, and the County will include this certification as a flow down clause in any contract related to this agreement.

18. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Termination; Suspension

19.1. ***By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

19.2. ***Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to Hopkins, Minnetonka, and the County.

19.3. ***Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

20. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

HENNEPIN COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

ATTEST:

By: _____
(Deputy/Clerk of the County Board)

Date: _____

REVIEWED BY THE COUNTY ATTORNEY'S OFFICE:

By: _____
(Assistant County Attorney)

Date: _____

By: _____
(Chair of its County Board)

Date: _____

And: _____
(County Administrator)

Date: _____

And: _____
(Assistant County Administrator, Public Works)

Date: _____

RECOMMENDED FOR APPROVAL

By: _____
(County Highway Engineer)

Date: _____

RECOMMENDED FOR APPROVAL

By: _____
(Department Director, Transportation Operations)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF HOPKINS

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

MnDOT Contract No.: **1045385**
Hennepin County Agreement No.: **PW-04-40-21**

CITY OF MINNETONKA

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"
Agreement No. 1045385
City of Hopkins and Hennepin County

S.P. 2706-232 (T.H. 7=012) Preliminary: March 2, 2021
S.A.P. 027-673-009
Fed. Proj. NHPP 0007(304)

Grading, bituminous surfacing, ADA improvements, and signal construction to start approximately June 1, 2021 under
State Contract No. ____ with ____
located on T.H. 7 from 700 feet west of Hopkins Crossroad (C.S.A.H. 73) to 615 feet east of Hopkins Crossroad (C.S.A.H. 73)

CITY OF HOPKINS COST PARTICIPATION	
Work Items From Sheet No. 2	6,972.23
Construction Engineering (8%)	557.78
(1) Total City of Hopkins Cost	**$7,530.01**

HENNEPIN COUNTY COST PARTICIPATION	
Work Items From Sheet No. 2	3,304.73
Construction Engineering (8%)	264.38
(2) Total County Cost	**$3,569.11**

(1) Amount of advance payment as described in Article 7 of the Agreement (estimated amount)
(2) Amount of advance payment as described in Article 9 of the Agreement (estimated amount)

(1) 100% CITY OF HOPKINS
(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 2706-232 WORK ITEM		UNIT	QUANTITY	UNIT PRICE	COST (1)
2104.518	REMOVE BITUMINOUS WALK		SQ FT	1,255.00	1.40	1,757.00
2106.507	EXCAVATION - COMMON	(P)	CU YD	26.00	10.56	274.56
2106.507	COMMON EMBANKMENT (CV)	(P)	CU YD	39.00	5.64	219.96
2211.507	AGGREGATE BASE (CV) CLASS 5	(P)	CU YD	12.00	35.11	421.32
2521.518	4" CONCRETE WALK		SQ FT	639.00	6.49	4,147.11
2573.502	CULVERT END CONTROLS		EACH	1.00	152.28	152.28
					TOTAL	$6,972.23
	(1) 100% CITY OF HOPKINS		**$6,972.23**			

(2) 100% COUNTY
(P) = PLAN QUANTITY

ITEM NUMBER	S.A.P. 027-673-009 WORK ITEM		UNIT	QUANTITY	UNIT PRICE	COST (2)
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)		LIN FT	34.00	1.56	53.04
2104.503	REMOVE CURB AND GUTTER		LIN FT	31.00	4.94	153.14
2104.504	REMOVE BITUMINOUS PAVEMENT		SQ YD	8.00	5.25	42.00
2106.507	EXCAVATION - COMMON	(P)	CU YD	13.00	10.56	137.28
2106.507	COMMON EMBANKMENT (CV)	(P)	CU YD	3.00	5.64	16.92
2211.507	AGGREGATE BASE (CV) CLASS 5	(P)	CU YD	5.00	35.11	175.55
2301.602	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)		EACH	6.00	14.12	84.72
2331.603	JOINT ADHESIVE		LIN FT	32.00	0.33	10.56
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,C)		TON	2.00	67.76	135.52
2521.518	4" CONCRETE WALK		SQ FT	86.00	6.49	558.14
2521.518	6" CONCRETE WALK		SQ FT	70.00	9.49	664.30
2531.503	CONCRETE CURB AND GUTTER DESIGN B424		LIN FT	20.00	24.00	480.00
2531.604	8" CONCRETE VALLEY GUTTER		SQ YD	4.00	75.57	302.28
2531.618	TRUNCATED DOMES		SQ FT	8.00	50.61	404.88
2572.503	TEMPORARY FENCE		LIN FT	32.00	2.70	86.40
					TOTAL	$3,304.73
	(2) 100% COUNTY		**$3,304.73**			

CITY OF HOPKINS

RESOLUTION

IT IS RESOLVED that the City of Hopkins enter into MnDOT Agreement No. 1045385 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City of Hopkins to the State of the City of Hopkins' share of the costs of the sidewalk construction and other associated construction, and to provide for maintenance by the City of Hopkins of the sidewalk, traffic control signal system construction, and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 7 from 700 feet west of Hopkins Crossroad (County State Aid Highway (C.S.A.H.) No. 73) to 615 feet east of Hopkins Crossroad (County State Aid Highway No. 73) within the corporate City limits of the City of Hopkins under State Project No. 2706-232 (T.H. 7=012).

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Hopkins at an authorized meeting held on the _____ day of _____, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2021

Notary Public _____

My Commission Expires _____

_____
(Signature)

_____
(Type or Print Name)

_____
(Title)

CITY OF MINNETONKA

RESOLUTION

IT IS RESOLVED that the City of Minnetonka enter into MnDOT Agreement No. 1045385 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for sidewalk maintenance by the City of Minnetonka upon, along, and adjacent to Trunk Highway No. 7 from 700 feet west of Hopkins Crossroad (County State Aid Highway (C.S.A.H.) No. 73) to 615 feet east of Hopkins Crossroad (County State Aid Highway No. 73) within the corporate City limits of the City of Minnetonka under State Project No. 2706-232 (T.H. 7=012).

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Minnetonka at an authorized meeting held on the _____ day of _____, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2021

Notary Public _____

My Commission Expires _____

_____
(Signature)

_____
(Type or Print Name)

_____
(Title)

HENNEPIN COUNTY

RESOLUTION

IT IS RESOLVED that Hennepin County enter into MnDOT Agreement No. 1045385 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the County to the State of the County's share of the costs of the sidewalk construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 7 from 700 feet west of Hopkins Crossroad (County State Aid Highway (C.S.A.H.) No. 73) to 615 feet east of Hopkins Crossroad (County State Aid Highway No. 73) under State Project No. 2706-232 (T.H. 7=012).

IT IS FURTHER RESOLVED that the _____
(Title)

and the _____
(Title)

are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Hennepin County at an authorized meeting held on the _____ day of _____, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2021

Notary Public _____

My Commission Expires _____

_____
(Signature)

_____
(Type or Print Name)

_____
(Title)

City Council Agenda Item #10C
Meeting of Mar. 8, 2021

Brief Description Resolution approving preliminary and final plats of EVERGREEN ORCHARD ESTATES, a two lot subdivision at 3811 Baker Road

Recommendation Adopt the resolution approving the preliminary and final plats

Background

The applicant, EverGreen Homes, LLC, has submitted an application to subdivide an existing 1.23-acre property into two lots. The two existing homes on the lot would be removed to accommodate two new homes on separate lots.

Planning Commission Change Memo

Prior to the Feb. 18, 2021 planning commission meeting, after the packet had been finalized, staff received comments from neighbors regarding neighborhood drainage. These comments were attached to a change memo submitted to the commission prior to the Feb. 18 meeting.

Also, prior to the meeting, Hennepin County requested that seven feet of right-of-way be dedicated along Baker Road as part of the plat; the dedication would accommodate future public improvements. This request would match previous dedications along Baker Road, and the proposed lots would remain conforming with city code requirements. To accommodate this request, staff has added a condition of approval requiring that the final plat make this dedication.

Planning Commission Hearing

The planning commission considered the proposal on Feb. 18, 2021. The staff report from that meeting and various plans and documents describing the proposal is attached. Staff recommended approval of the subdivision, noting:

1) The proposed lots would meet or exceed minimum R-1 lot standards.

2) As proposed, the project would meet the tree ordinance standards.

At the planning commission meeting, a public hearing was opened to take comment. One member from the public spoke regarding the proposal. This resident expressed concern regarding drainage on the subject site and within the existing neighborhood. Staff has been notified of these concerns, and the engineering department has been working with the resident and neighbors.

Planning Commission Recommendation

On a 6-0 vote, the commission recommended that the city council approve the requests. The meeting minutes are attached. There have been no changes to the proposal since the planning commission meeting.

Staff Recommendation

Staff recommends the city council adopt the resolution approving the preliminary and final plats for EVERGREEN ORCHARD ESTATES at 3811 Baker Road.

Through: Geralyn Barone, City Manager
Julie Wischnack, AICP, Community Development Director
Loren Gordon, AICP, City Planner

Originator: Drew Ingvalson, Planner

MINNETONKA PLANNING COMMISSION
Feb. 18, 2021

Brief Description	Preliminary and final plat approval for EVERGREEN ORCHARD ESTATES, a two-lot subdivision at 3811 Baker Road
Recommendation	Recommend the city council adopt the resolution approving the plats

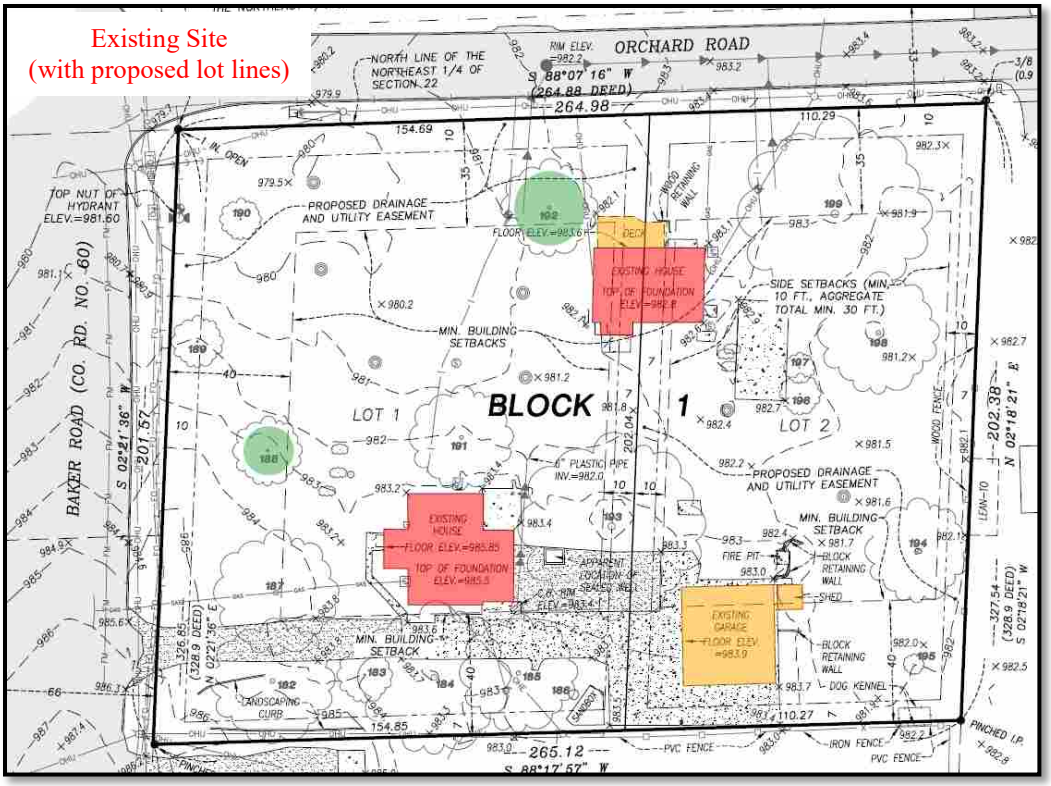
---

Proposal

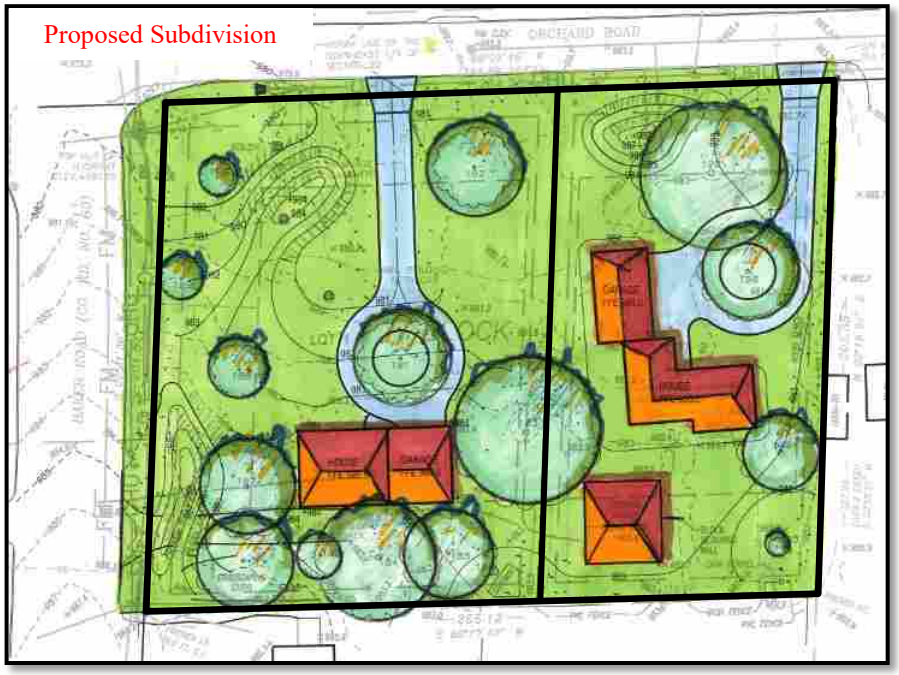
The applicant is proposing to subdivide the property at 3811 Baker Road into two conforming, single-family residential lots.

Existing Property

- Lot Size: 1.23 acres
- Use: Residential Single-Family
- Subdivision: Unplatted
- Buildings (shown in red on next page)
  - The subject property is improved with two homes.
    - Based on aerial photography, it appears that there have been two homes on the property since at least 1957 (pre-dating city zoning ordinance)
    - City data also suggests that one of the homes was built as early as 1905
  - Detached Garage (shown in orange on the next page)
    - 983 square feet
    - Conditional use permit approved for garage over 12 feet in height (1984)
  - Shed (shown in orange on the next page): 64 square feet
- Frontage/Access: Baker Road (gravel driveway) and Orchard Road (no driveway)
- Natural Resources
  - Topography: The subject property is generally flat, with very little topography change over the site.
    - High elevation: Southwest side of the property (986 feet)
    - Low elevation: Northwest side of the property (979 feet)
  - Trees: There are several mature trees on the subject property, but only two are categorized as high priority trees (shown in green on next page). Both of these trees are black walnuts.



Proposed Subdivision



The applicant, EverGreen Homes, LLC, has submitted a request to subdivide the existing property into two lots. The applicant has proposed to remove the existing homes and small shed to accommodate the two new single-family homes. The applicant is requesting to keep the existing detached garage. The applicant plans to use the building for equipment storage during construction.

The two lots would meet minimum lot area requirements for properties zoned R-1, as outlined in the subdivision ordinance. (See on the next page).

	Required by ordinance	Lot 1	Lot 2
Total area	22,000 sf	31,150 sf	22,245 sf
Buildable area	3,500 sf	~ 13,220 sf	~ 10,160 sf
Width at ROW	80 ft	155 ft	110 ft
Width at setback	110 ft	155 ft	110 ft
Lot depth	125 ft	200 ft	200 ft

*Numbers rounded to nearest 5 ft.

Primary Questions and Analysis

A land use proposal is comprised of many details. In evaluating a proposal, staff first reviews these details and then aggregates them into a few primary questions or issues. The following outlines both the primary questions associated with the proposed subdivision and staff's findings.

- **Are the proposed lots reasonable?**

  Yes. The city's subdivision ordinance outlines minimum area and dimensional standards for single-family residential lots. The proposed lots would meet and exceed minimum R-1 lot standards.

- **Would the proposal meet the tree ordinance?**

  Yes. As proposed, the applicant would not be removing either of the two high priority trees on the site (0%), which is below the 35 percent that can be removed by ordinance. Additionally, the applicant has proposed to remove or would be significantly impact critical root zones of six of the 14 significant trees on the property (43 percent), which is allowed by ordinance. If approved, the applicant may be required to mitigate for some of the trees removed during home construction. However, mitigation requirements would be determined based on actual grading associated with the building permit submittal.

Staff Recommendation

Recommend the city council adopt the resolution approving the preliminary and final plat for EVERGREEN ORCHARD ESTATES.

Originator: Drew Ingvalson, Planner
Through: Loren Gordon, AICP, City Planner

Supporting Information

Project No. 21001.21a

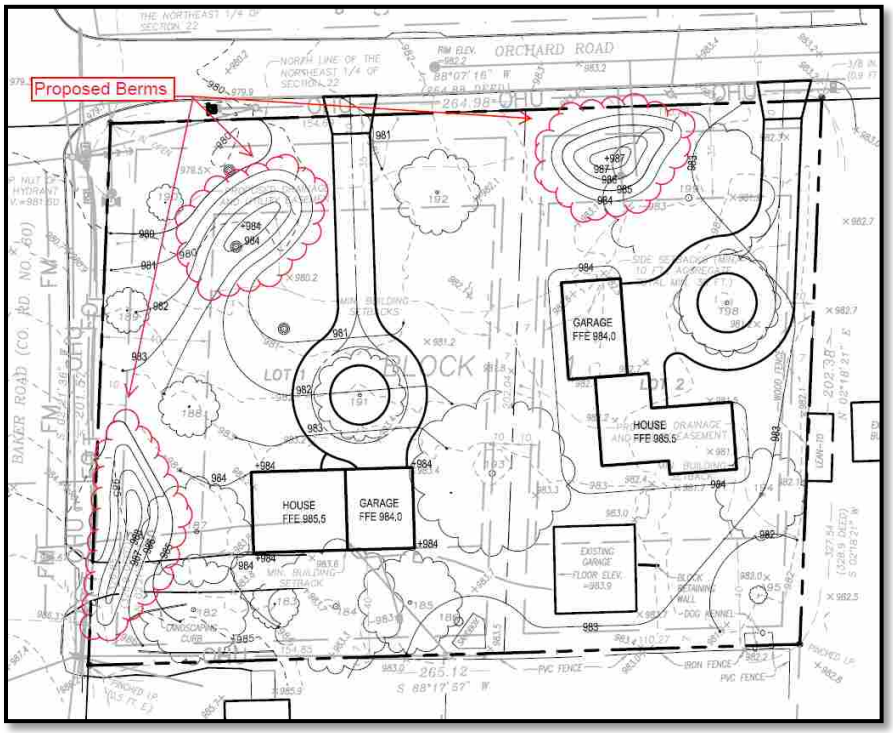
Property 3811 Baker Road

Applicant EverGreen Homes LLC

Surrounding Land Uses The properties to the north, south, east, and west are all zoned R-1, guided for low density residential, and improved with detached, single-family residential homes.

Planning Guide Plan designation: Low density residential
Zoning: R-1

Grading As required by the subdivision application process, generalized home footprints, locations, and grading plans have been submitted by the applicant. The plans show minimal grading to accommodate the two new home footprints and driveways. The majority of the proposed grading would be done to create three new berms on the site (see outlined below).



Specific plans would be submitted and reviewed by staff at the time of building permits if the subject request is approved.

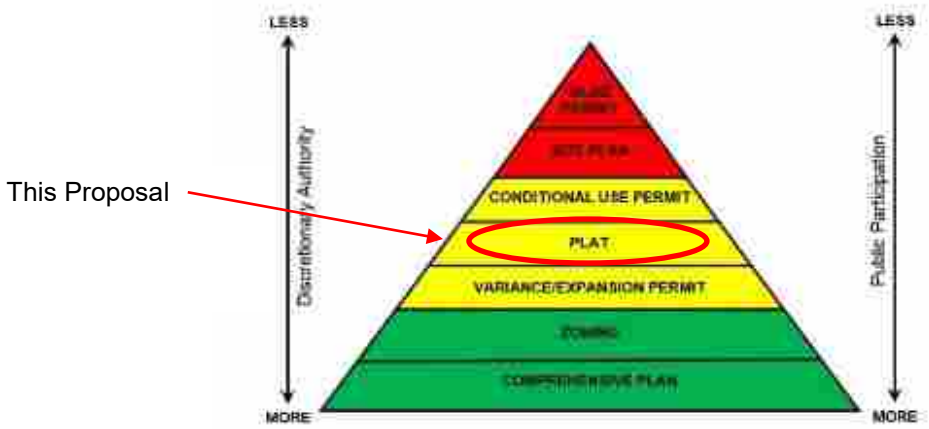
Natural Resources Best management practices must be followed during the course of site preparation and construction activities. This would include

installation and maintenance of a temporary rock driveway, erosion control, and tree protection fencing. As a condition of approval, the applicant must submit a construction management plan detailing these management practices.

Neighborhood Comments

The city sent notices to 42 area property owners and received no comments to date.

Pyramid of Discretion



Motion Options

The planning commission has three options:

1. Concur with staff's recommendation. In this case, a motion should be made recommending the city council adopt the resolution approving the subdivision.

2. Disagree with staff's recommendation. In this case, a motion should be made recommending the city council deny the request. The motion must include a statement as to why the denial is recommended.

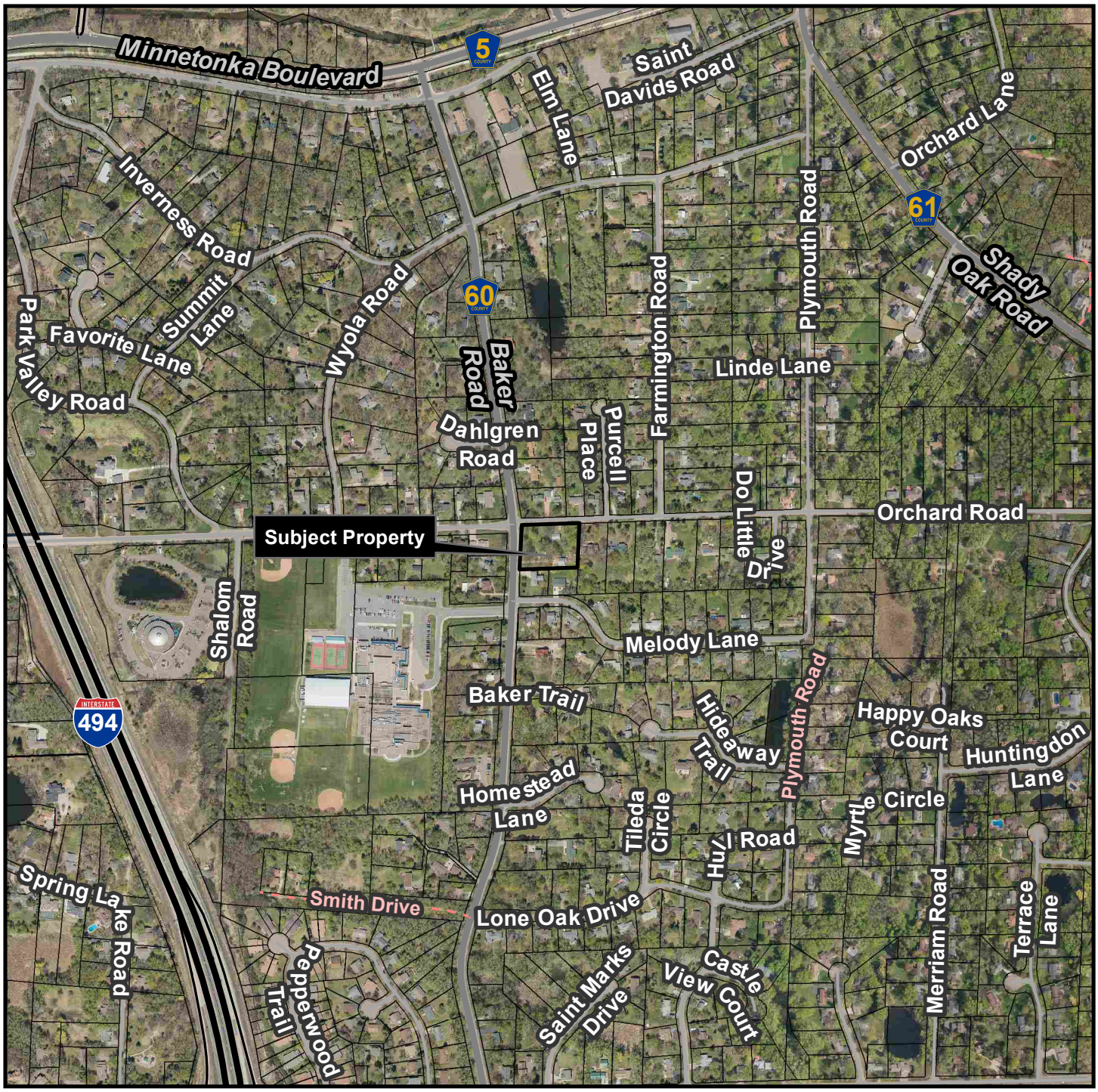
3. Table the request. In this case, a motion should be made to table the request. The motion should include a statement as to why the request is being tabled with direction to staff, the applicant or both.

Voting Requirement

The planning commission will make a recommendation to the city council on the applicant's proposal. A recommendation for approval requires an affirmative vote of a simple majority. The city council's final approval requires affirmative votes of four members.

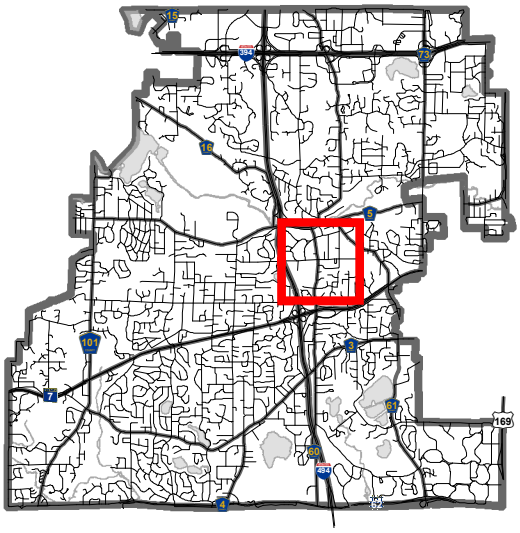
Deadline for Decision

May 10, 2021



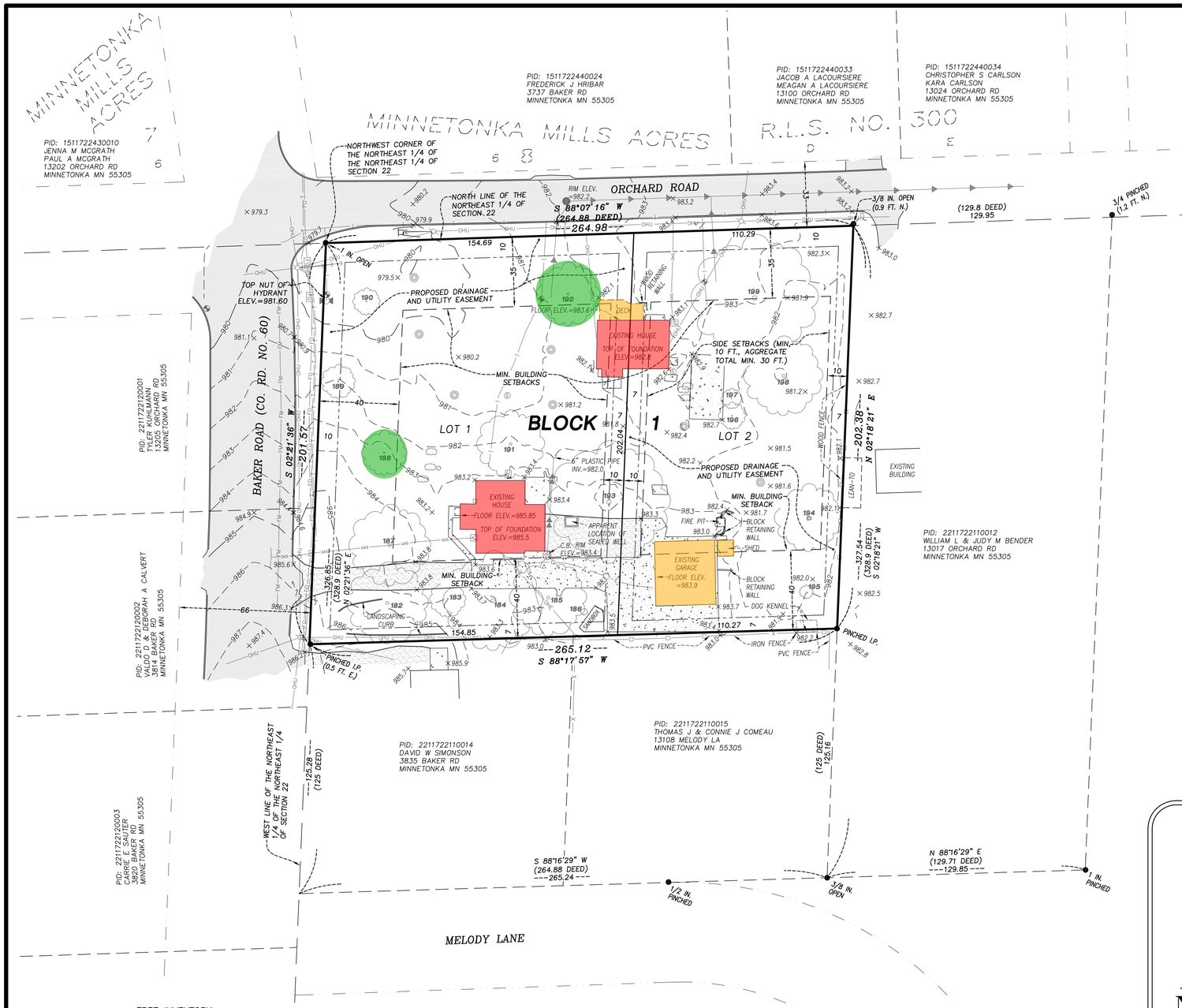
Location Map

Project: EverGreen Orchard Estates
Address: 3811 Baker Rd



CITY OF MINNETONKA

CERTIFICATE OF SURVEY AND PRELIMINARY PLAT OF EVERGREEN ORCHARD



DEVELOPER
EverGreen Homes LLC
5235 Holly Lane N. #1
Plymouth, MN 55446

PARCEL ID NUMBER:
22-117-22-11-0013

PROPERTY ADDRESS:
3811 BAKER RD
MINNETONKA, MN 55305

PROPERTY DESCRIPTION (Certificate of Title Number 1504651):
That part of the Northeast Quarter of the Northeast Quarter described as follows: Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 22, Township 117 North, Range 22 West of the Fifth principal meridian, thence East 264.88 feet along the North line of said Northeast Quarter thence South and parallel to the West line of said Northeast Quarter, 328.9 feet to the South line of the North Quarter of said Northeast Quarter of the Northeast Quarter thence West along the South line of said North Quarter of said Northeast Quarter of the Northeast Quarter 264.88 feet to the West line of said Northeast Quarter of the Northeast Quarter thence North 328.9 feet to place of beginning, Except the South 125 feet thereof, said 125 feet being measured along the West line of said tract.

EXISTING PARCEL AREA:
1.23 Acres (53,395 Sq. Ft.)

PROPOSED LOT AREAS:
Lot 1: 31,152 Sq. Ft.
Lot 2: 22,243 Sq. Ft.

BUILDABLE AREA (Area within Min. Building Setbacks):
Lot 1: 13,218 Sq. Ft.
Lot 2: 10,160 Sq. Ft. (assumed 20 foot setback on east line for area calculation)

PROPOSED ZONING: R-1

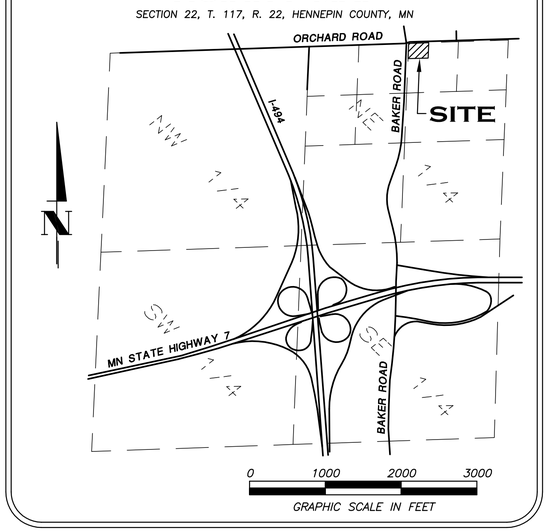
SURVEYOR'S NOTES:
1. Underground electric and communication lines are shown according to ground flags & markings pursuant to a utility locate request by others. Location of underground features is approximate. Utilities may exist that are not shown hereon.
2. Benchmark: MN/DOT Geodetic Monument "2706 Q". Elevation=1017.29

LEGEND

- OVERHEAD TELEPHONE
- UNDERGROUND TEL. / COMM.
- OVERHEAD UTILITY
- BURIED GAS
- BURIED FIBER OPTIC
- FORCEMAIN
- SANITARY SEWER
- WATERMAIN
- SANITARY MANHOLE
- CATCH BASIN
- HYDRANT
- GATE VALVE
- WATER SHUTOFF
- CHAIN LINK FENCE
- WOOD OR PVC FENCE
- IRON FENCE
- STUMP
- DECIDUOUS TREE (NUMBERS CORRESPOND WITH TREE INVENTORY LIST)
- SHRUB
- 950 INDEX CONTOUR
- 951 INTERMEDIATE CONTOUR
- × 951.0 SPOT ELEVATION
- UTILITY POLE
- GUY WIRE
- ELECTRIC METER
- GAS METER
- SIGN
- MAILBOX
- BITUMINOUS SURFACE
- GRAVEL SURFACE
- CONCRETE SURFACE

VICINITY MAP

SECTION 22, T. 117, R. 22, HENNEPIN COUNTY, MN



TREE INVENTORY
BY STEPHEN MASTEY OF LANDSCAPE ARCHITECTURE, INC., 12/16/2020

TAG #	DESCRIPTION
182	36" SILVER MAPLE
183	16" GREEN ASH
184	44" SILVER MAPLE
185	34" SILVER MAPLE
186	2.5" & 3" MULTI-STEM JAPANESE TREE LILAC
187	36" SILVER MAPLE
188	20" BLACK WALNUT
189	15" GREEN ASH
190	12" NORTHERN RED OAK
191	30" AMERICAN ELM
192	28" BLACK WALNUT
193	54" SILVER MAPLE
194	30" SILVER MAPLE
195	6" HACKBERRY
196	12" & 8" MULTI-STEM CRAB APPLE
197	9" CRAB APPLE
198	35" SILVER MAPLE
199	56" SILVER MAPLE

0 30 60 90
GRAPHIC SCALE IN FEET

● DENOTES IRON MONUMENT FOUND

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

Date 01/13/2021

Abram A. Niemela
License No. 48664

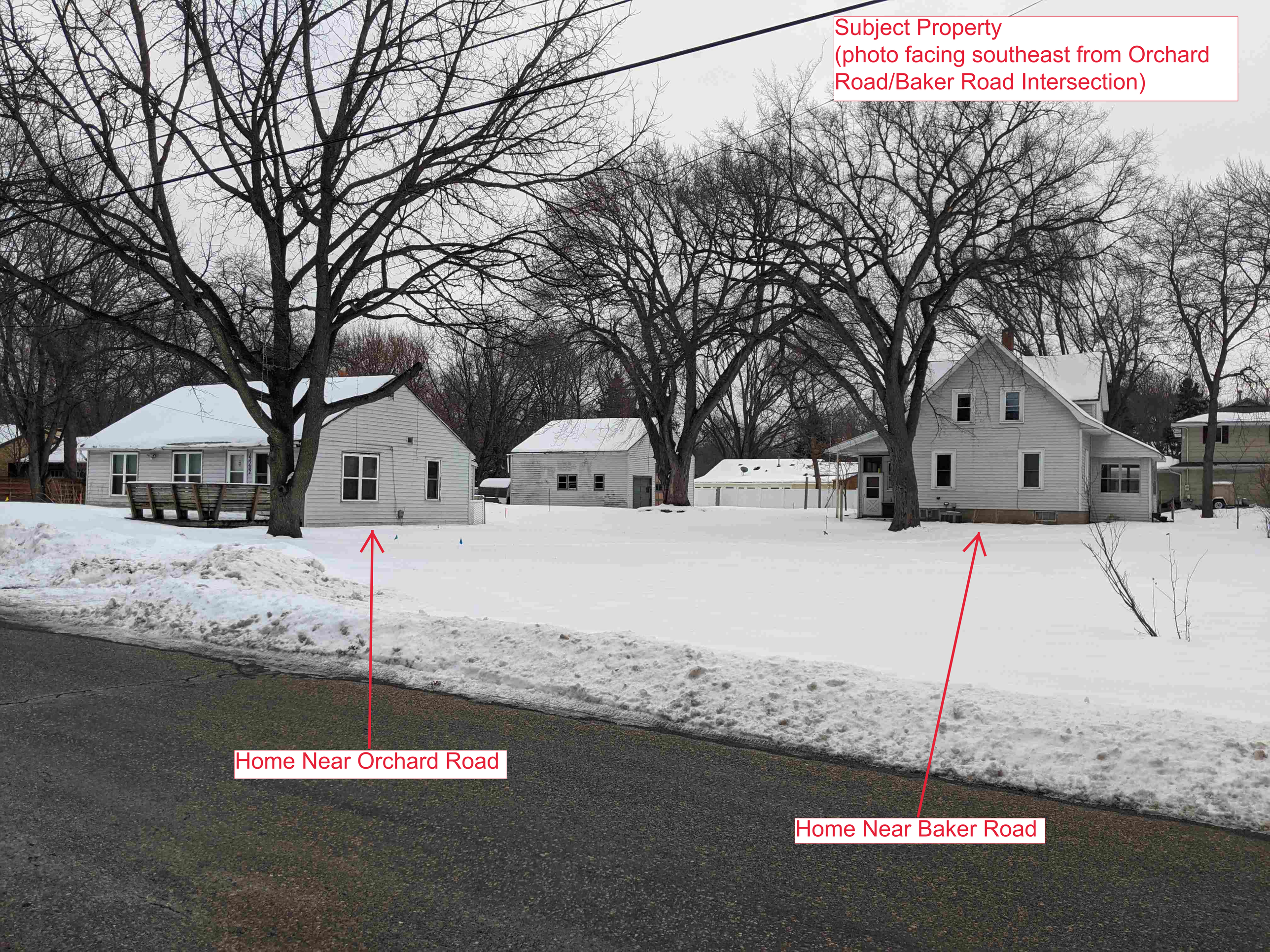
Meyer-Rohlin LAND SERVICES
708 1ST AVENUE NE, #1
BUFFALO, MN 55313
PH. 763.682.1781 WWW.MEYERROHLIN.COM

REVISIONS

DATE 01/13/2021

DRAWN BY	BOOK	PAGE	SHEET	OF	FILE NO.
AAN	395	31,33	1	1 SHEETS	20516

N:\Land Projects\20516 - Landscape Arch Minnetonka\dwg\Preliminary Plat\20516 Preliminary Plat.dwg


Subject Property
(photo facing southeast from Orchard Road/Baker Road Intersection)
Home Near Orchard Road
Home Near Baker Road

Rear of Home Near Baker Road
(photo facing west)

Home Near Baker Road
(photo facing east from Baker Road)

Existing Garage
(photo facing east)

Shed behind Garage
(photo facing southwest)

LANDSCAPE ARCHITECTURE, INC.
2350 Bayless Place Saint Paul, MN 55114
stephen@landarcinc.com 651.646.1020 landarcinc.com

PROJECT NAME:

EverGreen Orchard Estates

REVISION HISTORY:

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 Landscape Architect under the laws of the state of Minnesota.

Signature:

Typed or Printed Name: STEPHEN MASTEY

Date: 01-15-2021 Reg. No. 40629

Copyright 2021, Landscape Architecture, Inc.
All Rights Reserved under Law.

PROJECT LOCATION:

3811 Baker Road

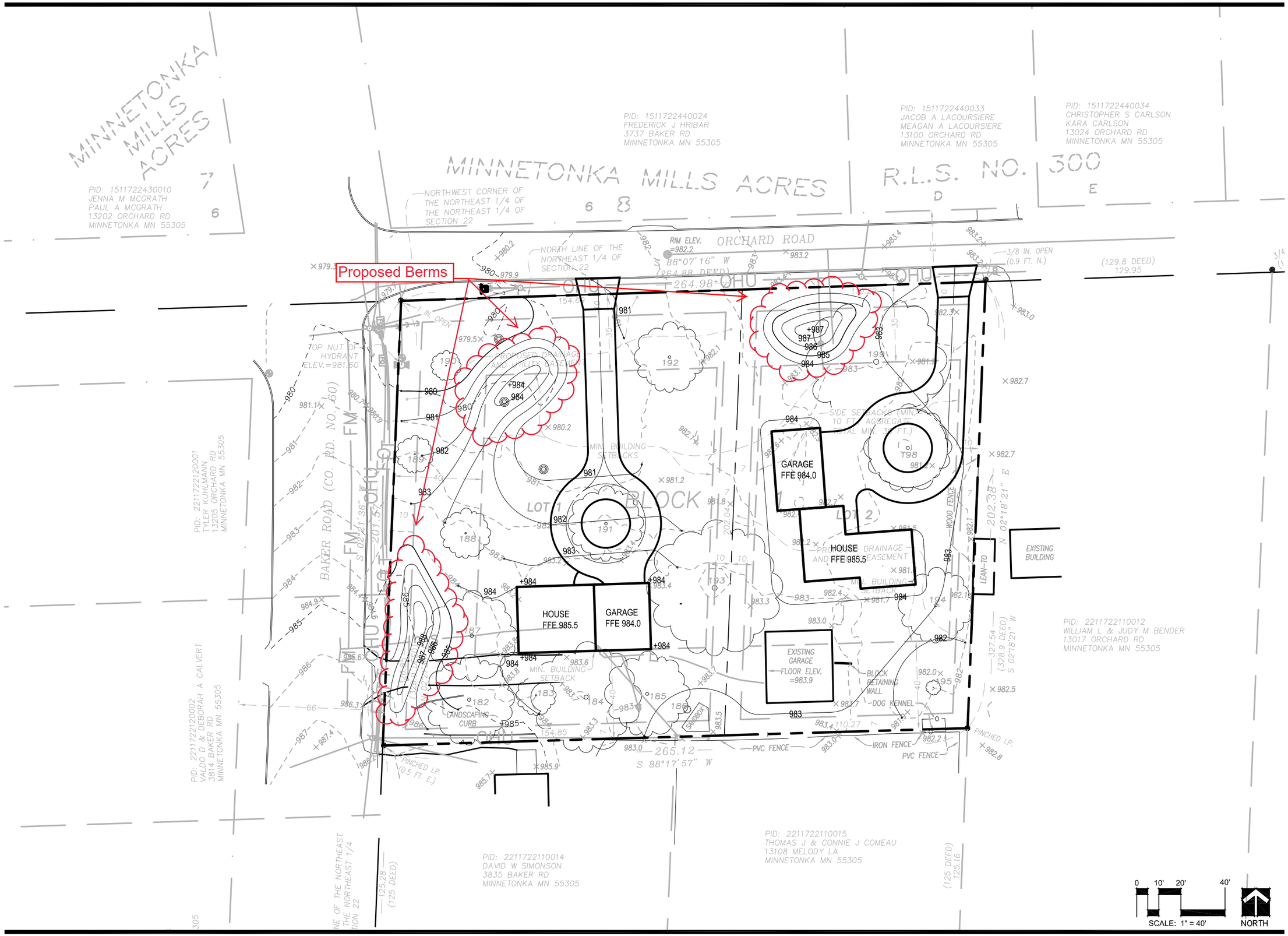
Minnetonka, MN
55305

DRAWING TITLE:

Site Plan

SCALE: SCALE
DRAWN BY: SPM
CHECKED BY: SPM

L2.0



LANDSCAPE ARCHITECTURE, INC.
2350 Bayless Place Saint Paul, MN 55114
stephen@landarcinc.com 651.646.1020 landarcinc.com

PROJECT NAME:

EverGreen Orchard Estates

REVISION HISTORY:

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 Landscape Architect under the laws of the state of Minnesota.

Signature:

Typed or Printed Name: STEPHEN MASTEY

Date: 01-15-2021 Reg. No. 40629

Copyright 2021, Landscape Architecture, Inc.
All Rights Reserved under Law.

PROJECT LOCATION:

3811 Baker Road

Minnetonka, MN
55305

DRAWING TITLE:

Site Plan

SCALE: SCALE
DRAWN BY: SPM
CHECKED BY: SPM

L2.0

LANDSCAPE ARCHITECTURE, INC.
2350 Bayless Place Saint Paul, MN 55114
stephen@landarcinc.com 651.646.1020 landarcinc.com

PROJECT NAME:

EverGreen Orchard Estates

REVISION HISTORY:

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 Landscape Architect under the laws of the state of Minnesota.

Signature:

Typed or Printed Name: STEPHEN MASTEY

Date: 01-15-2021 Reg. No. 40629

Copyright 2021, Landscape Architecture, Inc. All Rights Reserved under Law.

PROJECT LOCATION:

3811 Baker Road

Minnetonka, MN
55305

DRAWING TITLE:

Grading and Drainage Plan

SCALE: SCALE
DRAWN BY: SPM
CHECKED BY: SPM

L3.0

EVERGREEN ORCHARD

R.T. DOC. NO._____

FOR CITY SUBMITTAL 01/13/2021

KNOW ALL PERSONS BY THESE PRESENTS: That EverGreen Homes, LLC, a Minnesota limited liability company, fee owner of the following described property situated in the State of Minnesota, County of Hennepin, to wit:

Torrens Property:
That part of the Northeast Quarter of the Northeast Quarter described as follows: Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 22, Township 117 North, Range 22 West of the Fifth principal meridian, thence East 264.88 feet along the North line of said Northeast Quarter thence South and parallel to the West line of said Northeast Quarter, 328.9 feet to the South line of the North Quarter of said Northeast Quarter of the Northeast Quarter thence West along the South line of said North Quarter of said Northeast Quarter of the Northeast Quarter 264.88 feet to the West line of said Northeast Quarter of the Northeast Quarter thence North 328.9 feet to place of beginning, Except the South 125 feet thereof, said 125 feet being measured along the West line of said tract.

Has caused the same to be surveyed and platted as ***EVERGREEN ORCHARD*** *and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.*

In witness whereof said EverGreen Homes, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officers this _____ day of _____, 20_____

Evergreen Homes, LLC

_____
(Signature)

_____
(Printed Name)

_____
(Title)

State of Minnesota
County of_____

This instrument was acknowledged before me this _____ day of _____, 20_____, by _____, _____, of EverGreen Homes, LLC, a Minnesota limited liability company, on behalf of the company.

_____
(Signature)

_____
(Print Notary Name)

Notary Public_____County, Minnesota

My Commission Expires_____

I Abram A. Niemela, do hereby certify that his 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 this _____ day of _____, 20_____,

_____
Abram A. Niemela, Land Surveyor
Minnesota License No. 48664

State of Minnesota
County of Wright

This instrument was acknowledged before me this _____ day of _____, 20_____, by Abram A. Niemela.

_____
(Signature)

_____
(Print Notary Name)

Notary Public_____County, Minnesota

My Commission Expires_____

CITY COUNCIL OF THE CITY OF MINNETONKA, MINNESOTA

This plat of ***EVERGREEN ORCHARD*** *was approved and accepted by the City Council of the City of Minnetanka, Minnesota at a regular meeting thereof held this _____ day of _____, 20_____ and said plat is in compliance with the provisions of Minnesota Statutes, Sec. 505.03, Subdivision 2.*

By_____Mayor *By_____City 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, Hennepin County Auditor By_____Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to MINN. STAT. Sec 383B.565 (1969), this plat has been approved this _____ day of _____, 20____.

Chris F. Mavis, Hennepin County Surveyor By_____

REGISTRAR OF TITLES, Hennepin County, Minnesota

I hereby certify that the within plat of ***EVERGREEN ORCHARD*** *was filed in this office this _____ day of _____, 20_____ at _____ o'clock _____.M.*

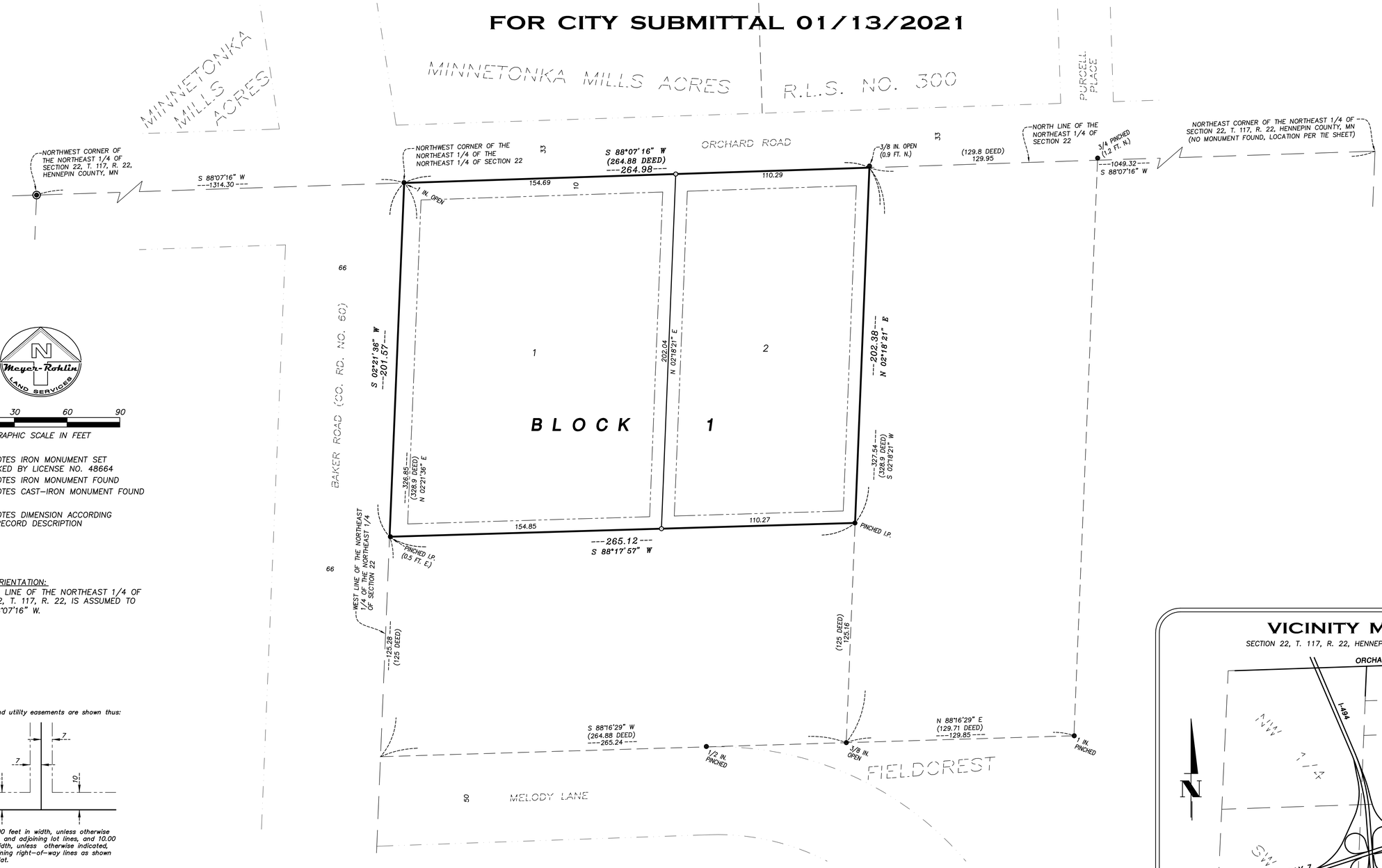
Martin McCormick, Registrar of Titles By_____Deputy

Meyer-Rohlin
LAND SERVICES

EVERGREEN ORCHARD

R.T. DOC. NO._____

FOR CITY SUBMITTAL 01/13/2021



Meyer-Rohlin LAND SERVICES

0 30 60 90

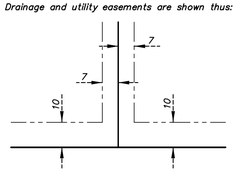
GRAPHIC SCALE IN FEET

- ○ DENOTES IRON MONUMENT SET MARKED BY LICENSE NO. 48664
- ● DENOTES IRON MONUMENT FOUND
- ◉ DENOTES CAST–IRON MONUMENT FOUND

(DEED) DENOTES DIMENSION ACCORDING TO RECORD DESCRIPTION

BEARING ORIENTATION:
THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 22, T. 117, R. 22, IS ASSUMED TO BEAR S 88°07'16" W.

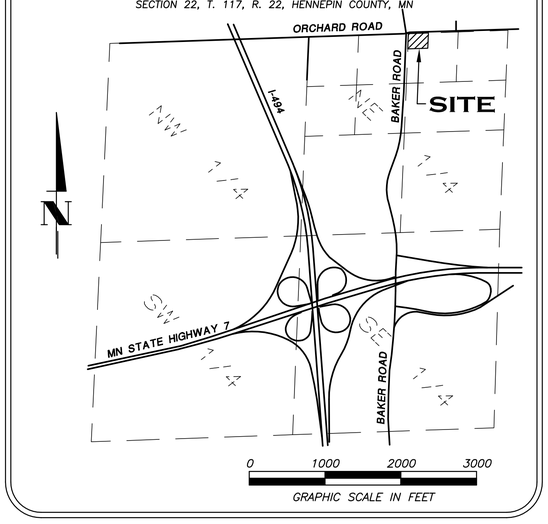
Drainage and utility easements are shown thus:



Being 7.00 feet in width, unless otherwise indicated, and adjoining lot lines, and 10.00 feet in width, unless otherwise indicated, and adjoining right–of–way lines as shown on the plat.

VICINITY MAP

SECTION 22, T. 117, R. 22, HENNEPIN COUNTY, MN



Meyer-Rohlin LAND SERVICES

Jan. 18, 2021

EverGreen Orchard Plat Application Written Statement
3811 Baker Rd.
P.I.D.# 22-117-22-11-0013

To whom it may concern,

EverGreen Homes, LLC (BCA# 759271) intends to use the newly plated, 1.23 acre property to support 2 new single family residences. If the newly proposed subdivision is approved, the existing property would be subdivided as shown and legally described on the attached plat and submitted exhibits. We would not require or request any variances during the course of any aspect of the developmental review/construction process.

The 2 existing homes would be demolished and recycled at the same time. Excavation and construction on the newly formed lots will be performed one home site at a time. The existing, conforming accessory structure (detached garage) on Lot 2 is to remain in use for the duration of the construction of both residences. The existing gravel driveway off Baker Rd. (Cty. Rd. 60) leading to the existing accessory building (detached garage) is to be maintained and used as a proper construction entrance for duration of construction of both residences. Both the detached garage and gravel driveway will be fully removed prior to completion of the second residence.

As part of the site improvements the driveway entrances to both new residences will be moved from Cty Rd. 60 (Baker Rd.) on to Orchard Rd. eliminating traffic concerns. Landscape Architect Stephen Mastey was employed to survey trees and select home sites with minimal impact to existing trees. In fact, no mature trees will be lost with our proposed homesites. Stephen Mastey also worked with a registered surveyor to propose berms in strategic locations and created a detailed survey and drainage plan in collaboration with City Storm Water Management Officials and Minnehaha Watershed personnel. We plan to continue to work with both agencies to maintain compliance with our proposed grading and drainage plans throughout construction.

EverGreen Homes, LLC looks forward to providing any further information regarding our intended use of the proposed subdivision instantly upon request. Our contact information can be found below.

Sincerely,

Andrew Gillum
5235 Holly Ln. N. #1
Plymouth, MN 55446
(952) 210-7977
andygillum@gmail.com

CITY OF MINNETONKA
14600 Minnetonka Blvd. | Minnetonka, MN 55345 | 952-939-8200 | eminnetonka.com

To: Planning Commission

From: Loren Gordon, AICP, City Planner

Date: Feb. 18, 2021

Subject: Change Memo for the Feb. 18th Planning Commission Agenda

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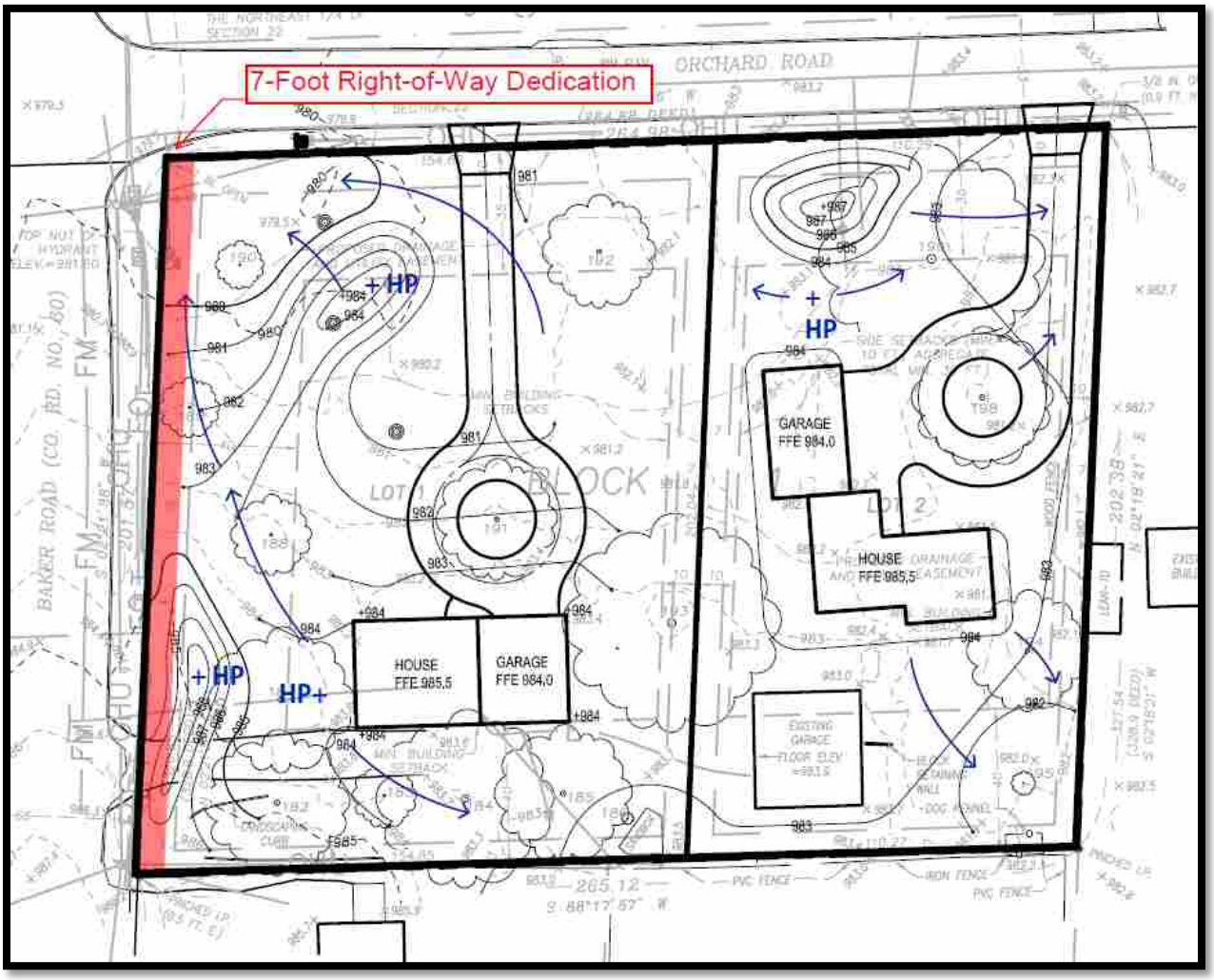
ITEM 8A – 3811 Baker Road (EverGreen Orchard Estates)

Hennepin County has requested that the proposed plat dedicate 7 feet of right-of-way along Baker Road for future public improvements. This dedication would match previous dedications along Baker Road. See the proposed 7-foot right-of-way dedication below.



Staff has added Hennepin County's request for additional right-of-way as a condition of approval as the proposed lots would still conform to minimum lot dimension requirements. (See below.)

Lot Dimensions

	Required by ordinance	**Lot 1**	**Lot 2**
Total area	22,000 sf	~~31,150 sf~~ 29, 740 sf	22,245 sf
Buildable area	3,500 sf	~~~ 13,220 sf~~ ~ 12,335 sf	~ 10,160 sf
Width at ROW	80 ft.	~~155 ft.~~ 150 ft.	110 ft.
Width at setback	110 ft.	~~155 ft.~~ 150 ft.	110 ft.
Lot depth	125 ft.	~~200 ft.~~ 200 ft.	200 ft.

*Rounded to nearest 5 ft.

Revised Condition of Approval

Section 4. Council Action.

4.01 The above-described preliminary plat is hereby approved, subject to the following conditions:

1. Prior to release of the final plat for recording:
   a) Submit the following:
      7) Final plat drawing must dedicate 7-feet of right-of-way along Baker Road.

Neighborhood Comments

Staff received comments from two neighbors after the completion of the staff report packet for the Feb. 18th Planning Commission Meeting. These comments can be found attached to this change memo.

From: [redacted]
To: Drew Ingvalson
Subject: Expressing my water run off concerns on Orchard Road
Date: Wednesday, February 17, 2021 11:05:43 AM

Good morning Drew,
Thanks for all the information yesterday about the proposed EverGreen Orchard Estates.
With a possibility of the development going in, I am concerned that the City of Minnetonka consider the storm water run off that occurs on Orchard Road. This water starts on Melody Lane and travels north through my property, 13001 Orchard and our nextdoor neighbors at 13009.
This run off floods Orchard Road and can cause an ice slick across the road as well as a large puddle.
A surveyor had been seen on our properties earlier this winter. Hopefully he was looking into the possibilities
of water diversion.
In March, two years ago when there was rain on top of very frozen ground, that water run off was very destructive
to our two properties. Many, many other people also sustained water damage at that time..
Some years ago the City put in a manhole to collect water
that flooded Melody Lane, right behind Orchard.
I hope at the Planning Commission meeting, Feb 18th and the City Council meeting, March 8th the neighborhood
water issues as a whole will be addressed and prioritized.

Thank you
Veronica Smith
13001 Orchard Road
Minnetonka 55305

From:	Beth Dierker
To:	Drew Ingvalson
Subject:	2/18 EverGreen: Water displacement questions
Date:	Wednesday, February 17, 2021 10:12:10 AM
Attachments:	IMG_6414.jpg IMG_6423.jpg IMG_6408.jpg IMG_6358.jpg IMG_6357.jpg IMG_6355.jpg

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Hi there, Mr. Ingvalson,

I'm writing re: the meeting tomorrow night. I will be joining as will a few neighbors on Orchard Rd. My main question has to do with the water/runoff plan for the proposed roofs/driveways. Where will the runoff go? How much will be displaced and what proportion of that water will stay on the property vs run off? What's the volume of water that will be added in terms of runoff?

Background:

Several Orchard Rd, Melody Rd, Farmington Rd, and Plymouth Rd residents have been in touch with the city over the past few years (and decades before for more established residents) re: water drainage issues that flood through my backyard (13009 Orchard Rd - photos attached) and flow into the intersection of Farmington and Orchard into the front yards of residents on Orchard Rd toward Plymouth Rd. We've had city engineers out to look at it in the past 2 years. My neighbors down Orchard, Veronica and Michael Smith and Rick and Joyce Kleindel are also involved in our efforts to draw attention to this issue.

Thank you,

Beth Dierker
13009 Orchard Rd
[redacted]

The next planning commission meeting is scheduled to be held March 4, 2021. An election of planning commission officers and appointment of the planning commission liaison to the sustainability commission will take place at that meeting.

6. Report from Planning Commission Members: None

7. Public Hearings: Consent Agenda: None

8. Public Hearings

A. Resolution approving preliminary and final plats for EverGreen Orchard Estates, a two-lot subdivision at 3811 Baker Road.

Chair Sewall introduced the proposal and called for the staff report.

Ingvalson reported. He recommended approval of the application based on the findings and subject to the conditions listed in the staff report.

In response to Chair Sewall's question, Ingvalson acknowledged that neighbors have expressed concern for standing water that already occurs in the area now. Natural resources and engineering staff reviewed the application and found that it would not increase the volume or rate of water drainage and would meet all water drainage requirements.

Banks asked if the detached garage structure would remain. Ingvalson answered that the detached structure could remain as long as the lot has a principle structure. The applicant has indicated future plans to remove the structure.

Andrew Gillum, applicant, stated that:

- He appreciates Ingvalson's great presentation and laying out the proposal so nicely. The plan is to build two single-family houses on the property to increase the beauty and quality of the neighborhood.
- Berms would be added to provide stormwater management and privacy along Baker Road. The excavated footprint of the two houses and a little extra soil would be used to create the berms.
- The proposal would greatly improve the look of the neighborhood and eliminate the entrance from Baker Road which is now a traffic snarl.
- Nearly every existing tree would be preserved plus additional trees would be added to the site.
- The detached garage would be torn down after completion of the first house on the west lot. It does not look very nice and would be removed before the site would be put on the market.
- Stormwater management would be improved for the site.

- He was available for questions.
- He appreciates the commission's time.

Maxwell asked how recycling of building materials would work. Mr. Gillum explained that the structures would be selectively demolished. Habitat for Humanity would be given the opportunity to use doors and windows. Unfortunately, the two houses do not have much for useful structural materials, but what could be reused would be given that opportunity.

Banks asked if the proposed houses would be similar to those in the area. Mr. Gillum answered affirmatively. The lots would have large, mature trees and the houses would be between 3,400 and 3,900 square feet in size with an attached two to three car garage. No variances would be needed. The houses would be beautiful, made with nice materials and priced between $850,000 and $950,000.

In response to Henry's question, Mr. Gillum answered that the large, silver maple tree would be preserved.

The public hearing was opened.

Beth Dierker, 13009 Orchard Road, stated that the neighborhood has stormwater drainage issues. Her property receives drainage from the properties south of her property. The area has no storm sewers. She was concerned that water would travel from the south side of the property onto the south side of her property and flood Orchard Road potentially all the way down to Plymouth Road which it has done three to four times in the spring each year in the past. She has worked with city engineers who suggested that all of the properties in the area create rain gardens. She requested the applicant add a rain garden to both lots.

No additional testimony was submitted and the hearing was closed.

Ingvalson identified the drainage pattern for the proposed lots. There are specific conditions for when stormwater management requirements are applied. The proposal would not be allowed to increase the amount of water that would travel to surrounding properties. Engineering staff found that the proposal would meet all stormwater management requirements.

Mr. Gillum believes in each property being responsible for stormwater management. The current property has three structures with no rain gutters. The proposal would have two structures with rain gutters and spouts directed toward the driveway. There is a large amount of green space that the landscape specialist could check to see if it would be feasible to be used for a rain garden. The idea is to utilize the flat, gently sloping lot by routing all drainage from both lots to Baker Road into a catch basin that exists near the intersection of Baker Road and Orchard Road. If the city would like to beautify the area and construct a nice rain garden, then that would be a nice touch.

Waterman confirmed with Ingvalson that compliance with stormwater mitigation requirements would be reviewed during the building permit process.

Henry thought the applicant put a lot of thought into the proposal. The proposed houses would look nice and be a good addition to the neighborhood. He supports the project.

Waterman agreed with Henry. The proposal meets all standards and tree ordinance requirements. It looks like a great project. He appreciates the stormwater management practices already included in the proposal.

Maxwell concurred with commissioners. She supports staff's recommendation. The proposal would meet lot size and tree ordinance requirements and would replace two older houses with two new houses, so there would be no significant increase in impervious surface coverage. It would be an improvement to the neighborhood. She appreciates the effort by the applicant to preserve the existing trees and consider stormwater drainage issues for the site.

Banks concurred with commissioners. The proposal would be nice. He lives south of the property and frequently passes the site. It would be nice to see new, beautiful houses. The addition of gutters on the houses to direct the drainage may improve the existing drainage issues. City engineering staff would review the plans to prevent any adverse stormwater drainage impact.

Hanson felt that the proposal would provide an aesthetic benefit to the neighborhood. He looks forward to supporting it.

Chair Sewall agreed. The property seems like the perfect one to subdivide and support a single-family house on each lot. He hopes all subdivision applications could be this easy. The property is flat and most of the trees would be preserved. He supports staff's recommendation.

Hanson moved, second by Henry, to recommend that the city council adopt the resolution approving the preliminary and final plat for Evergreen Orchard Estates.

Waterman, Banks, Hanson, Henry, Maxwell, and Sewall voted yes. Powers was absent. Motion carried.

This item is tentatively scheduled to be reviewed by the city council on March 8, 2021.

B. Items concerning Minnetonka Station at 10400, 10500, and 10550 Bren Road East.

Chair Sewall introduced the proposal and called for the staff report.

Thomas reported. She recommended approval of the application based on the findings and subject to the conditions listed in the staff report.

Resolution No. 2021-

Resolution approving the preliminary and final plat approval for EVERGREEN ORCHARD ESTATES at 3811 Baker Road

---

Be it resolved by the City Council of the City of Minnetonka, Minnesota, as follows:

Section 1. Background.

1.01 The applicant, EverGreen Orchard Homes, LLC, has requested preliminary and final plat approval for EVERGREEN ORCHARD ESTATES, a two-lot subdivision.

1.02 The property is located at 3811 Baker Road. The property's legal description can be found in Exhibit A.

1.03 On Feb. 18, 2021, the planning commission held a hearing on the proposed plats. The applicant was provided the opportunity to present information to the commission. The commission considered all of the comments received and the staff report, which are incorporated by reference into this resolution. The commission recommended that the city council grant preliminary and final plat approval.

Section 2. General Standards.

2.01 City Code §400.030 outlines general design requirements for residential subdivisions. These standards are incorporated by reference into this resolution.

Section 3. Findings.

3.01 The preliminary and final plat would meet the design standards as outlined in City Code §400.030.

Section 4. Council Action.

4.01 The above-described preliminary plat is hereby approved, subject to the following conditions:

1. Prior to the release of the final plat for recording:

a) Submit the following:

1) A revised final plat drawing. The plat must:

a. Dedicate 7-feet of right-of-way along Baker Road.

b. Provide a minimum of 10-foot wide drainage and utility easements adjacent to public rights-of-way and a minimum 7-foot wide easement along all other property lines.

2) Two sets of mylars for city signatures.

3) An electronic CAD file of the plat in microstation or DXF.

4) Park dedication fee of $5,000.

5) Title evidence that is current within thirty days before the release of the final plat for the city attorney's review and approval.

6) Consent from the mortgage lender to plat.

b) This resolution must be recorded with Hennepin County.

c) The applicant must acquire a demolition permit and begin demolition of the home closest to Orchard Road.

d) The applicant must sign a document acknowledging that if a building permit is not issued for Lot 2 by March 8, 2025, the detached garage on this lot must be removed. This document must be reviewed and approved by the city attorney and recorded with Hennepin County.

e) Pay any pending, levied, or delinquent taxes.

2. Subject to staff approval, EVERGREEN ORCHARD ESTATES must be developed and maintained in substantial conformance with the following plans, except as modified by the conditions below:

- Site Plan dated Jan. 15, 2021
- Grading and Drainage Plan dated Jan. 15, 2021
- Certificate of Survey and Preliminary plat dated Jan. 13, 2021
- Final Plat dated Jan. 13, 2021

3. Prior to issuance of a building permit for the first new house within the development, submit the following documents:

a) A letter from the surveyor stating that boundary and lot stakes have been installed as required by ordinance.

b) A MPCA NPDES permit.

c) Proof of subdivision registration and transfer of NPDES permit, if applicable.

d) A construction management plan. The plan must be in a city-approved format and must outline minimum site management practices and penalties for non-compliance.

e) If the first building permit is for Lot 1, a demolition permit must be approved for the home closest to Baker Road.

4. Prior to issuance of a building permit for each lot:

a) Submit a grading and tree preservation plan. The plan must be in general conformance with the grading and drainage plan dated Jan. 15, 2021, unless otherwise modified by the conditions of approval. The final grading and tree preservation plan:

1) Must meet mitigation requirements as outlined in the ordinance; however, at the sole discretion of staff, mitigation may be decreased.

2) Must position the final house, driveway, utilities, and associated grading to minimize tree loss.

3) Must adjust grading to avoid impacts to trees proposed to remain.

4) May not result in the removal of more than 35 percent of the site's high-priority trees in total. Currently, no high-priority trees could be removed across the two lots.

5) Must position stormwater treatment to avoid tree loss.

b) Submit a driveway permit application. Driveways must be limited to 10 percent grade.

c) Submit a right-of-way permit application for any work within the city's right-of-way.

d) Submit cash escrow in the amount to be determined by city staff. The escrow must be accompanied by a document prepared by the city attorney and signed by the builder and property owner.

Through this document, the builder and property owner will acknowledge:

1) The property will be brought into compliance within 48 hours of notification of a violation of the construction management plan, other conditions of approval, or city code standards; and

2) If compliance is not achieved, the city will use any or all of the escrow dollars to correct any erosion and/or grading problems.

e) Submit all required hook-up fees.

f) Install a temporary rock driveway, erosion control, and tree protection fencing, and any other measures identified on the SWPPP for staff inspection. These items must be maintained throughout the course of construction.

g) Records indicate the water service to the property is 1-inch. If this is insufficient for the proposed homes, a right-of-way permit will be required to remove the existing curb stop and service pipe back to the main and turn off the corporation stop before tapping the new service.

5. No tree removal is allowed prior to the issuance of the building permits for each lot unless determined necessary by city staff.

6. No grading, including berm construction, may occur within the right-of-way.

7. Grading and berms built within drainage and utility easements are done at the property owner's own risk.

8. All lots and structures within the development are subject to all R-1 zoning standards.

9. The existing driveway to Baker Road must be removed prior to the release of the certificate of occupancy for Lot 1. Contact Hennepin County for permitting requirements for the removal of the existing driveway access from Baker Road.

10. Permits may be required from other agencies, including Hennepin County, Minnehaha Creek Watershed District, and the MPCA. It is the applicant's or property owner's responsibility to obtain all necessary permits.

11. During construction, the streets must be kept free of debris and sediment.

12. Unless the city council approves a time extension, the final plat must be recorded by March 8, 2022.

Adopted by the City Council of the City of Minnetonka, Minnesota, on March 8, 2021.

_____
Brad Wiersum, Mayor

Attest:

_____
Becky Koosman, City Clerk

Action on this resolution:

Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:
Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on March 8, 2021.

_____
Becky Koosman, City Clerk

EXHIBIT A

PROPERTY DESCRIPTION {Certificate of Title Number 1514486):

That part of the Northeast Quarter of the Northeast Quarter described as follows: Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 22, Township 117 North, Range 22 West of the Fifth principal meridian, thence East 264.88 feet along the North line of said Northeast Quarter thence South and parallel to the West line of said Northeast Quarter, .328.9 feet to the South line of the North Quarter of said Northeast Quarter of the Northeast Quarter thence West along the South line of said North Quarter of said Northeast Quarter of the Northeast Quarter 264.88 feet to the West line of said Northeast Quarter of the Northeast Quarter thence North .328. 9 feet to place of beginning, Except the South 125 feet thereof, said 125 feet being measured along the West line of said tract.

City Council Agenda Item #10D
Meeting of Mar. 8, 2021

Brief Description: Funding Agreements for Metropolitan Council Local Housing Incentives Account (LHIA) funds for Homes Within Reach

Recommended Action: Approve the agreements

Background

The Metropolitan Council solicits applications annually for the Livable Communities Act Local Housing Incentives Program, which provides grants to cities. One of these grant programs, the Local Housing Incentives Account (LHIA), awards funding to communities for projects that create or preserve affordable owner-occupied or rental units.

In summer 2020, West Hennepin Affordable Housing Land Trust, dba Homes Within Reach, submitted a grant application through the consolidated Single Family Request for Proposal managed by Minnesota Housing, in partnership with Greater Minnesota Housing Fund, Metropolitan Council, and other organizations.

The Homes Within Reach application included a request to acquire and rehab eight single-family homes in Minnetonka and other western Hennepin County communities. The grant was awarded for $210,000 on Jan. 13, 2021, as a multi-community grant. Should the entirety of the funds not be spent, they would expire on Dec. 31, 2023.

While this is a multi-community grant, the City of Minnetonka serves as the government fiscal agent for Homes Within Reach and is identified as the grantee. Therefore, the Metropolitan Council's grant agreement must be executed with the city rather than Homes Within Reach. The City of Minnetonka has served as the fiscal agent for Homes Within Reach since 2002. Grantees are required to provide a 1:1 match of the funds. For homes purchased within Minnetonka, the match will come from previously approved HRA Levy funds. For homes purchased outside of Minnetonka, the match will come from approved funds of those respective cities.

Homes Within Reach has acquired 59 homes in Minnetonka and helped 183 families purchase homes throughout western Hennepin County. In addition to the funds received by the Metropolitan Council and the city, Homes Within Reach has leveraged these dollars by also receiving funds from Minnesota Housing, Hennepin County AHIF, HOME funds, CDBG, and other sources.

Recommendation

Staff recommends the following actions:

- Approve the Metropolitan Livable Communities Act Grant Agreement between the City of Minnetonka and the Metropolitan Council

- Authorize the negotiation and execution of a Sub-Recipient Funding Agreement between the City of Minnetonka and West Hennepin Affordable Housing Land Trust (Homes Within Reach)

Submitted through:

Geralyn Barone, City Manager
Julie Wischnack, AICP, Community Development Director
Alisha Gray, Economic Development and Housing Manager
Darin Nelson, Finance Director

Originated by:

Rob Hanson, Economic Development Coordinator

Attachments:

Metropolitan Livable Communities Act Grant Agreement (Exhibit A)
Sub-recipient Funding Agreement

Exhibit A

Metropolitan Livable Communities Grant Agreement

GRANTEE: City of Minnetonka	**GRANT NO.** SG-15677
PROJECT: Homes Within Reach	
GRANT AMOUNT: $ 210,000	**FUNDING CYCLE:** 2020
COUNCIL ACTION: January 13, 2021	**EXPIRATION DATE:** December 31, 2023
COUNCIL AUTHORIZED AGENT: Samuel Johnson | Samuel.Johnson@metc.state.mn.us	

METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into by the Metropolitan Council ("Council") and the Municipality or Development Authority identified above as "Grantee."

WHEREAS, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act ("LCA") and the policies of the Council's Metropolitan Development Guide; and

WHEREAS, Minnesota Statutes sections 473.251 and 473.254 establish within the Metropolitan Livable Communities Fund a Local Housing Incentives Account and require the Council to annually distribute funds in the account to Participating Municipalities that have not met their affordable and life-cycle housing goals and are actively funding projects designed to help meet the goals, or to Development Authorities for projects located in Participating Municipalities; and

WHEREAS, the Grantee is a Municipality that has negotiated affordable and life-cycle housing goals pursuant to Minnesota Statutes section 473.254, subdivision 2 and has elected to participate in the Local Housing Incentives Account program, or is a Development Authority; and

WHEREAS, the Grantee seeks funding in connection with an application for Local Housing Incentives Account funds submitted in response to a Request for Proposals issued by the Metropolitan Housing Implementation Group for the "Funding Cycle" identified above and will use the grant funds made available under this Agreement to help fund the "Project" identified in the application; and

WHEREAS, the Council awarded Local Housing Incentives Account grant program funds to the Grantee subject to any terms, conditions, and clarifications stated in its Council Action, and with the understanding that the Project identified in the application will proceed to completion in a timely manner, all grant funds will be expended prior to the "Expiration Date" identified above and Project construction will have "commenced" before the Expiration Date.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

I. DEFINITIONS

1.01. Definition of Terms. The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

(a) ***Commenced.*** For the purposes of Sections 2.09 and 5.03, "commenced" means significant physical improvements have occurred in furtherance of the Project (*e.g.*, a foundation is being constructed or other tangible work on a structure has been initiated). In the absence of significant physical improvements, visible staking, engineering, land surveying, soil testing, cleanup site investigation, or pollution cleanup activities are not evidence of Project commencement for the purposes of this Agreement.

(b) ***Council Action.*** "Council Action" means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Local Housing Incentives Account funds.

(c) ***Development Authority.*** "Development Authority" means a housing and redevelopment authority, economic development authority, or port authority.

(d) ***Metropolitan Area.*** "Metropolitan Area" means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.

(e) ***Municipality.*** "Municipality" means a statutory or home rule charter city or town in the Metropolitan Area.

(f) ***Participating Municipality.*** "Participating Municipality" means a Municipality electing to participate in the Local Housing Incentives Account program under Minnesota Statutes section 473.254.

(g) ***Project.*** Unless clearly indicated otherwise by the context of a specific provision of this Agreement, "Project" means the development or redevelopment project identified in the application for Local Housing Incentives Account funds for which grant funds were requested. Grant-funded activities typically are components of the Project.

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Local Housing Incentives Account of the Metropolitan Livable Communities Fund. The grant funds are derived from property taxes authorized by Minnesota Statutes sections 473.249, 473.253 and 473.254, subdivision 5 and are not from federal sources.

2.02 Total Grant Amount. The Council will grant to the Grantee the "Grant Amount" identified at Page 1 of this Agreement. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Local Housing incentives Account funds made available to the Council, or any reduction or termination of the dollar-for-dollar match amount required under Section 2.03, may result in a like reduction in the Grant Amount made available to the Grantee.

2.03. Match Requirement. Pursuant to Minnesota Statutes section 473.254, subdivision 6, the Grantee shall match on a dollar-for-dollar basis the total Grant Amount received from the Council under Section 2.02. The source and amount of the dollar-for-dollar match are identified in the Project Summary attached to and incorporated into this Agreement as Attachment A. With prior approval of the Council's grant administrator the Grantee may change the source of the required match without a formal amendment to this Agreement, provided the change of match source is memorialized in a revised Project Summary.

2.04. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and Project activities described in the application for Local Housing Incentives Account funds. A Project summary that identifies eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Grant funds must be used for purposes consistent with Minnesota Statutes section 473.25(a), in a Participating Municipality.

2.05. Ineligible Uses. Grant funds must be used for costs directly associated with the specific proposed Project activities and shall not be used for "soft costs" such as: administrative overhead; travel expenses; legal fees; insurance; bonds; permits, licenses, or authorization fees; costs associated with preparing other grant proposals; operating expenses; planning costs, including comprehensive planning costs; and prorated lease and salary costs. Grant funds may not be used for costs of Project activities that occurred prior to the grant award. A detailed list of ineligible and eligible costs is available from the Council's Livable Communities program office. Grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; (b) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee; or (c) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized by the Council. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any "business subsidy" requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee's expenditures or uses of the grant funds.

2.06. Loans for Low-Income Housing Tax Credit Projects. If consistent with the application and the Project activities described or identified in Attachment A, or if requested in writing by the Grantee, the Grantee may structure the grant assistance to the Project as a loan so the Project Owner can take advantage of federal and state low-income housing tax credit programs. The Grantee may use the grant funds as a loan for a low-income housing tax credit Project, subject to the terms and conditions stated in Sections 2.04 and 2.05 and the following additional terms and conditions:

(a) The Grantee covenants and represents to the Council that the Project is a rental housing project that received or will receive an award of low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended, and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency or a program administered by the Minneapolis/Saint Paul Housing Finance Board or another designated housing credit agency that sub-allocates low-income housing tax credits in the Metropolitan Area.

(b) The Grantee will execute a loan agreement with the Project Owner. Prior to disbursing any grant funds for the Project, the Grantee will provide to the Council a copy of the loan agreement between the Grantee and the Project Owner.

(c) The Grantee will submit annual written reports to the Council that certify: (1) the grant funds continue to be used for the Project for which the grant funds were awarded; and (2) the Project is a "qualified low-income housing project" under Section 42 of the Internal Revenue Code of 1986, as amended. This annual reporting requirement is in addition to the reporting requirements stated in Section 4.03. Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 5.01, the Grantee will submit the annual certification reports during the initial "compliance period" and any "extended use period," or until such time as the Council terminates this annual reporting requirement by written notice to the Grantee.

(d) The grant funds made available to the Grantee and disbursed to the Project Owner by the Grantee in the form of a loan may be used only for the grant-eligible activities and Project components for which the Grantee was awarded the grant funds. For the purposes of this Agreement, the term "Project Owner" means the current Project Owner and any Project Owner successor(s).

(e) Pursuant to Section 2.05, the grant funds made available to the Grantee and disbursed to the Project Owner in the form of a loan shall not be used by the Grantee, the Project Owner or others to supplant or replace: (1) grant or loan funds obtained for the Project from other sources; or (2) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee; or (3) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized by the Council. The Council will not make the grant funds available to the Grantee in a lump sum payment but will disburse the grant funds to the Grantee on a reimbursement basis pursuant to Section 2.11.

(f) By executing this Agreement, the Grantee: (1) acknowledges that the Council expects the loan will be repaid so the grant funds may be used to help fund other activities consistent with the requirements of the Metropolitan Livable Communities Act; (2) covenants, represents and warrants to the Council that the Grantee's loan to the Project Owner will meet all applicable low-income housing tax credit program requirements under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"), and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency or a program administered by the Minneapolis/Saint Paul Housing Finance Board or another designated housing credit agency that sub-allocates low-income housing tax credits in the metropolitan area; and (3) agrees to administer its loan to the Project Owner consistent with federal and state low-income housing tax credit program requirements.

(g) The Grantee will, at its own expense, use diligent efforts to recover loan proceeds: (1) when the Project Owner becomes obligated to repay the Grantee's loan or defaults on the Grantee's loan; (2) when the initial thirty-year "compliance period" expires, unless the Council agrees in writing that the Grantee may make the grant funds available as a loan to the Project Owner for an "extended use period"; and (3) if noncompliance with low-income housing tax credit program requirements or some other event triggers the Project Owner's repayment obligations under its loan agreement with the Grantee. The Grantee must repay to the Council all loan repayment amounts the Grantee receives from the Project Owner. The Grantee shall not be obligated to repay the grant funds to the Council except to the extent the Project Owner repays its loan to the Grantee, provided the Grantee has exercised the reasonable degree of diligence and used administrative and legal remedies a reasonable and prudent housing

finance agency would use to obtain payment on a loan, taking into consideration (if applicable) the subordinated nature of the loan. At its discretion, the Council may: (1) permit the Grantee to use the loan repayment from the Project Owner to continue supporting affordable housing components of the Project; or (2) require the Grantee to remit the grant funds to the Council.

(h) If the Grantee earns any interest or other income from its loan agreement with the Project Owner, the Grantee will: (1) use the interest earnings or income only for the purposes of implementing the Project activities for which the grant was awarded; or (2) remit the interest earnings or income to the Council. The Grantee is not obligated to earn any interest or other income from its loan agreement with the Project Owner, except to the extent required by any applicable law.

2.07. Revolving or Deferred Loans. If consistent with the application and the Project summary or if requested in writing by the Grantee, the Grantee may use the grant funds to make deferred loans (loans made without interest or periodic payments), revolving loans (loans made with interest and periodic payments) or otherwise make the grant funds available on a "revolving" basis for the purposes of implementing the Project activities described or identified in Attachment A. The Grantee will submit annual written reports to the Council that report on the uses of the grant funds. The Council will determine the form and content of the report. This annual reporting requirement is in addition to the reporting requirements stated in Section 4.03. Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 5.01, the Grantee will submit the annual reports until the deferred or revolving loan programs terminate, or until the Council terminates this annual reporting requirement by written notice to the Grantee. At its discretion, the Council may: (1) permit the Grantee to use loan repayments to continue supporting affordable housing components of the Project; or (2) require the Grantee to remit the grant funds to the Council.

2.08. Restrictions on Grants and Loans by Subrecipients. The Grantee shall not permit any subgrantee or subrecipient to use the grant funds for grants or loans to any subgrantee or subrecipient at any tier unless the Grantee obtains the prior written consent of the Council. The requirements of this Section 2.08 shall be included in all subgrant and subrecipient agreements.

2.09. Project Commencement and Changes. The Project for which grant funds were requested must be "commenced" prior to the Expiration Date. The Grantee must promptly inform the Council in writing of any significant changes to the Project for which the grant funds were awarded, as well as any potential changes to the grant-funded activities described or identified in Attachment A. Failure to inform the Council of any significant changes to the Project or significant changes to grant-funded components of the Project,and use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to either the Project or grant-funded activities described or identified in Attachment A.

2.09 Budget Variance. The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities, provided: (a) the grant funds may be used only for Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Project deliverables; and (c) the Grantee receives written permission from Council staff prior to reallocating any grant funds. Council staff may administratively approve budget reallocation requests that exceed twenty percent (20%) of the Grant Amount only if the

reallocation does not significantly change the Project deliverables. Notwithstanding the aggregate or net effect of any variances, the Council's obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

2.10. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; any grant funds that are not matched on a dollar-for-dollar basis as required by Section 2.03; and any interest earnings described in Section 2.12 that are not used for the purposes of implementing the grant-funded Project activities described or identified in Attachment A. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Local Housing Incentives Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.11. Payment Request Forms, Documentation, and Disbursements. The Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council's online grant management system and reviewed and approved by the Council's authorized agent. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment request and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement basis or a "cost incurred" basis. To obtain reimbursement under this Agreement, the Grantee shall provide the Council with evidence that the eligible grant-funded Project activities (or a portion thereof) for which reimbursement has been requested have been satisfactorily completed. The Grantee shall describe the grant-eligible activities for which reimbursement is requested and shall provide sufficient documentation of grant-eligible expenditures, invoices and payment documents, and such other information as the Council reasonably requests. The Council will make the final determination whether the expenditures are eligible for reimbursement under this Agreement, and verify the total amount requested from the Council. Reimbursement of any costs does not constitute a waiver by the Council of any Grantee noncompliance with this Agreement. Payment requests must include the following documentation:

> Consultant/contractor invoices showing the time period covered by the invoice; the specific grant-funded Project activities conducted or completed during the authorized time period within which eligible costs may be incurred; and documentation supporting expenses including subcontractor and consultant invoices showing unit rates, quantities, and a description of the good or services provided. Subcontractor markups shall not exceed ten percent (10%).

The Council shall disburse grant funds for all grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 2.11, THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE GOVERNING BODY OF THE GRANTEE HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 3.04.**

2.12. Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Project activities described or identified in Attachment A.

2.13. Effect of Grant. Issuance of this grant neither implies any Council responsibility for contamination, if any, at the Project site nor imposes any obligation on the Council to participate in any pollution cleanup of the Project site if such cleanup is undertaken or required.

2.14. Resale Limitations. The Grantee must impose resale limitations regarding the disposition of any equity realized by the purchasers of "affordable" units if grant funds received from the Council under this Agreement are used for homeownership affordability gap financing in the Project described or identified in Attachment A. The intent of this resale limitation is to protect the public investment in the Project and ensure that a proportion of the affordability gap provided by the public investment in the form of grant funds received from the Council is recaptured for reuse in conjunction with other affordable housing efforts and does not become a windfall for any purchaser who might sell the home prior to expiration of a predetermined resale limitation period. If a purchaser sells the "affordable" home prior to expiration of the resale limitation time period, an equitable proportion of the affordability gap filled by grant funds received from the Council under this Agreement must be recaptured by the Grantee within twenty-four (24) months of the triggering resale event and applied to a similar affordable housing project within the Participating Municipality or returned to the Council. Unless otherwise agreed to by the Council and the Grantee, the length of the resale limitation time period and the proportion of the affordability gap to be recovered will be consistent with resale limitation time periods and repayment schedules stated in the Project application. These resale limitations do not apply when the grant funds are used for homeownership value gap financing.

III. AFFORDABILITY; AFFIRMATIVE FAIR HOUSING

3.01 Affordability Term. If the Project for which the grant funds were awarded includes affordable housing units, the Grantee shall, through written instruments or otherwise, ensure the affordable units will remain affordable for a minimum period of fifteen (15) years. The Grantee's obligation under this section may be satisfied if other Project funding sources (*e.g.,* the Minnesota Housing Finance Agency or the U.S. Department of Housing and Urban Development ("HUD") or state or federal laws (*e.g.*, low-income housing tax credit programs) require an affordability term of at least fifteen (15) years. For the purposes of this section, "affordable housing unit" means a unit that is affordable to households at 80 percent (80%) or less of the Area Median Income ("AMI"), as established by HUD, unless the Grantee's application stated an affordability standard lower than 80 percent (80%) of AMI, in which case the Grantee's lower affordability standard shall apply. The affordability requirements of this section shall survive the expiration or termination of this Agreement. If the affordable housing units are made available for homeownership then they are subject to the resale limitations specified in section 2.14 and the affordability requirements of this section only apply if Council funds pay more than half of the housing unit's affordability gap stated in the Project application.

3.02 Affirmative Fair Housing Marketing Plans. If the Project for which the grant funds were awarded is a housing project or includes housing units (whether market rate or affordable), the Grantee shall, through written instruments or otherwise, ensure the Project owner (and any subsequent owner(s)) adopts and implements an affirmative fair housing marketing plan for all

Project housing units. For the purposes of this section, "affirmative fair housing marketing plan" means an affirmative fair housing marketing plan that substantially conforms to affirmative fair housing marketing plans published by the U.S. Department of Housing and Urban Development ("HUD") or sample affirmative fair housing marketing plans published by the Minnesota Housing Finance Agency. The affirmative fair housing marketing plan requirement under this section shall continue for the minimum affordability term specified in Section 3.01 and shall survive the expiration or termination of this Agreement.

3.03 Section 8 Housing Choice Vouchers. If the Project is a housing project, or includes housing units (whether market rate or affordable) and the Grantee stated in its application that the Project housing units would be made available to households participating in the federal Housing Choice Voucher program, the Grantee shall, through written instruments or otherwise, ensure the Project owner (and any subsequent owner(s)) adopts and implements a policy under which the Project owner will not refuse to lease Project units to households or individuals participating in the Housing Choice Voucher program because those households or individuals are Housing Choice Voucher program participants. The Housing Choice Voucher requirement under this section shall continue for the minimum affordability term specified in Section 3.01 and shall survive the expiration or termination of this Agreement.

3.04. Fair Housing Policy. If the Project will include a housing component, the governing body of the Grantee must have adopted a Fair Housing Policy. For the purposes of this section, the term "Fair Housing Policy" means a written statement regarding the Grantee's commitment to fair housing that substantively includes at least the following elements: a purpose statement; procedures for responding to fair housing concerns and complaints; and a designated individual or staff position responsible for fair housing issues. A best practices guide, as well as a copy of a model local fair housing policy is available at: https://metrocouncil.org/Handbook/Files/Resources/Best-Practices/Fair-Housing-Policy-Guide.aspx.

IV. ACCOUNTING, AUDIT, AND REPORT REQUIREMENTS

4.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 5.01 and 5.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Project activities described or identified in Attachment A or six (6) years following the expenditure of the grant funds, whichever occurs earlier. For all expenditures of grant funds received pursuant to this Agreement, the Grantee will keep proper financial records and other appropriate documentation sufficient to evidence the nature and expenditure of the dollar-for-dollar match funds required under Section 2.03. Accounting methods shall be in accordance with generally accepted accounting principles.

4.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the

Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

4.03. Reporting and Continuing Requirements. The Grantee will report to the Council on a semi-annual basis by January 31 (for the period of July 1 through December 31) and July 31 (for the period January 1 through June 30) of each calendar year during the term of this Agreement. The Grantee reports shall describe the status of the Project activities described or identified in Attachments A. The report shall also describe the Project spending for the current reporting period and projected spending for the future reporting periods. The Grantee also must complete and submit to the Council a Final Report before the final disbursement of grant funds will be approved. The form and content of the semi-annual status reports and the Final Report will be determined by the Council. These reporting requirements and the reporting requirements of Sections 2.06 and 2.07 shall survive the expiration or termination of this Agreement.

4.04. Environmental Site Assessment. The Grantee represents that a Phase I Environmental Site Assessment or other environmental review has been or will be carried out, if such environmental assessment or review is appropriate for the scope and nature of the Project activities funded by this grant, and that any environmental issues have been or will be adequately addressed.

V. AGREEMENT TERM

5.01. Term. This Agreement is effective upon execution of the Agreement by the Council. Unless terminated pursuant to Section 5.02, this Agreement expires on the "Expiration Date" identified at Page 1 of this Agreement. **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE PRIOR TO THE EXPIRATION DATE SHALL REVERT TO THE COUNCIL**.

5.02. Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days' written notice to the Grantee. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described or identified in Attachment A that have been completed prior to the termination. Termination of this Agreement does not alter the Council's authority to recover grant funds on the basis of a later audit or other review, and does not alter the Grantee's obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

5.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs a change to the Project, additional time within which to complete grant-funded activities and commence the Project, a change in the budget, or a change in the grant-funded activities the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a complete, written amendment request. All requirements must be met for a request to be considered complete. **THE EXPIRATION DATE MAY BE EXTENDED, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED TWO**

(2) YEARS BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.

VI. GENERAL PROVISIONS

6.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

6.02. Conflict of Interest. The members, officers, and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

6.03. Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify, and hold harmless the Council and its members, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Project activities funded by this grant, except to the extent the claims, damages, losses and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, Title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

6.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports, and publications relating to the Project. The acknowledgment will contain the following or comparable language:

Financing for this project was provided by the Metropolitan Council Metropolitan Livable Communities Fund.

Until the Project is completed, the Grantee shall ensure the above acknowledgment language, or alternative language approved by the Council's authorized agent, is included on all signs (if any) located at Project or construction sites that identify Project funding partners or entities providing financial support for the Project. The acknowledgment and signage should refer to the "Metropolitan Council" (not "Met Council" or "Metro Council").

6.05. Permits, Bonds, and Approvals. The Council assumes no responsibility for obtaining any applicable local, state, or federal licenses, permits, bonds, authorizations, or approvals necessary to perform or complete the Project activities described or identified in Attachment A. The Grantee and its developer(s), if any, must comply with all applicable licensing, permitting, bonding,

authorization, and approval requirements of federal, state, and local governmental and regulatory agencies, including conservation districts.

6.06. Subgrantees, Contractors and Subcontractors. The Grantee shall include in any subgrant, contract, or subcontract for Project activities appropriate provisions to ensure subgrantee, contractor, and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this Agreement comply with all applicable state and federal Occupational Safety and Health Act regulations. The Grantee's subgrant agreement(s) shall expressly include the affordability and affirmative fair housing marketing plan requirements of Sections 3.01 and 3.02.

6.07. Stormwater Discharge and Water Management Plan Requirements. If any grant funds are used for urban site redevelopment, the Grantee shall at such redevelopment site meet or require to be met all applicable requirements of:

(a) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and

(b) The Council's *2040 Water Resources Policy Plan* and the local water management plan for the jurisdiction within which the redevelopment site is located.

6.08. Authorized Agent. Payment request forms, written reports, and correspondence submitted to the Council pursuant to this Agreement shall be directed to:

Metropolitan Council
Attn: LCA Grants Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805

6.09. Non-Assignment. Minnesota Statutes section 473.254, subdivision 6 requires the Council to distribute the grant funds to eligible "municipalities" or "development authorities" for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

6.10. Authorization to Reproduce Images. The Grantee certifies that the Grantee: (a) is the owner of any renderings, images, perspectives, sections, diagrams, photographs, or other copyrightable materials (collectively, "copyrightable materials") that are in the Grantee's application or are submitted to the Council as part of the grant application review process or after grant award, or that the Grantee is fully authorized to grant permissions regarding the copyrightable materials; and (b) the copyrightable materials do not infringe upon the copyrights of others. The Grantee agrees the Council has a nonexclusive royalty-free license and all necessary permissions to reproduce and publish the copyrightable materials for noncommercial purposes, including but not limited to press releases, presentations, reports, and on the internet. The Grantee also agrees the Grantee will not hold the Council responsible for the unauthorized use of the copyrightable materials by third parties.

6.11. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the

Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding, and enforceable agreements.

6.12. Counterparts. This Agreement may be executed in counterpart, each of which counterpart constitutes an original, but both of which together constitute one instrument.

6.13. Electronic Signatures. The electronic signatures of the Council's and the Grantee's authorized representatives shall be valid as an original signature of the authorized representatives and shall be effective to bind the Council and the Grantee under this Agreement. This Agreement containing, or to which there is affixed, an electronic signature shall be deemed to: (a) be "written" or "in writing"; (b) have been signed; and (c) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. "Electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (*e.g.*, via PDF) of an original signature. The Council's or the Grantee's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

This space left intentionally blank.

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

CITY OF MINNETONKA

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

_____

METROPOLITAN COUNCIL

By: _____
LisaBeth Barajas, Director
Community Development Division

Date: _____

ATTACHMENT A

PROJECT SUMMARY

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Project identified in the application for Local Housing Incentives Account grant funds submitted in response to a Request for Proposals issued by the Metropolitan Housing Implementation Group for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the proposed Project for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Project funding sources, changes in funding amounts, or minor changes in the proposed Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision in the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the Project summary contained in this Attachment A, the terms, descriptions, and dollar amounts reflected in the Council Action or contained in this Agreement and the Project summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the Project summary; and (4) the grant application.

Project Summary

Grant #	**SG-15677**
Type:	**Local Housing Incentives Account**
Applicant:	**City of Minnetonka**
Project Name:	**Homes Within Reach**
Project Location:	**Bloomington, Eden Prairie, Edina, Golden Valley, Crystal, Maple Grove, Minnetonka, Plymouth, Richfield, St. Louis Park**
Council District:	**District 1 – Judy Johnson** **District 3 – Christopher Ferguson** **District 5 – Molly Cummings** **District 6 – Lynnea Atlas-Ingebretson**

Project Detail	
Project Overview	This project supports the acquisition, rehabilitation, and resale of eight homes in suburban Hennepin County. West Hennepin Affordable Housing Land Trust will place the homes developed through this project in its community land trust (CLT), Homes Within Reach. Homes Within Reach operates in Suburban Hennepin County communities. The CLT will ensure that the home is not only affordable to the initial buyer but for subsequent low-income homebuyers as well.
Total housing units	8
Affordability	At/below 80% AMI
Anticipated # bedrooms	8 Three Bedrooms
Est. total development cost	$2,992,264
Est. private funds leveraged	$0
Est. public funds leveraged	$770,000
Funding	
$210,000	LHIA
$210,000	1:1 Grantee Match: City of Minnetonka
Use of Funds	
Acquisition and construction costs	

SUB-RECIPIENT FUNDING AGREEMENT BETWEEN
CITY OF MINNETONKA
AND
WEST HENNEPIN AFFORDABLE HOUSING LAND TRUST
(D/B/A HOMES WITHIN REACH)
FOR THE
METROPOLITAN COUNCIL
METROPOLITAN LIVABLE COMMUNITIES FUND
LOCAL HOUSING INCENTIVES GRANT PROGRAM
(Scattered Sites Acquisition and Rehabilitation)

THIS CONTRACT, is entered into this ___ day of _____, 2021, by and between the CITY OF MINNETONKA, a Minnesota municipal corporation (the "City"), and WEST HENNEPIN AFFORDABLE HOUSING LAND TRUST, d/b/a Homes Within Reach, a Minnesota non-profit corporation (the "Grantee").

WHEREAS, in cooperation with Grantee, the City applied to and received approval for funds in the amount of $210,000 from the Metropolitan Council ("Council") under its Metropolitan Livable Communities Fund, Local Housing Incentives grant program (the "Housing Grant"); and

WHEREAS, the City desires to award proceeds of the Housing Grant in the amount of $210,000 (the "Subgrant") to Grantee, to assist the Grantee with the overall goal of acquisition and rehabilitation of eight scattered sites in western Hennepin County (the "Housing Program").

NOW, THEREFORE, the parties agree to the following terms:

1. **AWARD.** The City awards the Subgrant to Grantee for the acquisition and rehabilitation of eight scattered sites as are described in Grant Agreement No. SG-15677 between the City and the Council attached to this Contract as **Exhibit A** (the "Metropolitan Livable Communities Act Grant Agreement") of which is incorporated into this Contract (the "Project"). The Subgrant must be used exclusively to pay or reimburse only expenses authorized under Metropolitan Livable Communities Act Agreement. Administration costs incurred by the Grantee are not eligible for reimbursement via this Contract. Notwithstanding anything to the contrary, the Grantee understands and agrees that any reduction or termination of the Metropolitan Livable Communities Act Grant Agreement may result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Project in the Metropolitan Livable Communities Act Grant Agreement must be approved in writing by the City and the Council.

2. **PERFORMANCE.** The Grantee must comply with all requirements applicable to the City in the Metropolitan Livable Communities Act Grant Agreement. Grantee's default under the Metropolitan Livable Communities Act Grant Agreement will constitute noncompliance with this Contract. If the City finds that there has been a failure to comply with the provisions of this Contract or that reasonable progress on the Project has not been or will not be made, the City may take action to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Grantee within 60 calendar days (or such longer period specified by the City) after written notice by the City, the City may terminate this Contract.

3. **TIME OF PERFORMANCE.** Grantee must start the Project upon execution of this Contract and complete the Project and the Housing Program on or before December 31, 2023. The City is not obligated to pay for any Project costs incurred after that date or any earlier termination, whichever occurs first.

4. **CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City's disbursement of any of the Subgrant proceeds.

   A. The Grantee must have provided evidence satisfactory to the City showing that Grantee has title in fee simple and site control of the property acquired.

   B. The Grantee must have provided the City with evidence of compliance with the insurance requirements of Section 7(E) herein.

   C. The Grantee must have provided to the City such evidence of compliance with all of the provisions of this Contract as the City may reasonably request.

5. **DISBURSEMENT.** It is expressly agreed and understood that the total amount to be paid by the City under this Contract will not exceed $210,000. The City will make disbursements only upon receipt of a written disbursement request in the form provided by the Council (the "Disbursement Request") from Grantee acceptable to the City and the Council. Payment requests may be made no more than once per month and must be accompanied by supporting invoices that relate to Project costs. The City will, upon its approval of the Disbursement Request, forward the Disbursement Request to the Council for approval. Upon Council approval of the Disbursement Request and disbursement of the approved amounts of Housing Grant funds, the City will disburse the approved amount of Subgrant funds in accordance with the information provided in the Disbursement Request.

6. **NOTICES.** Communication and details concerning this Contract must be directed to the following Contract representatives:

   City: City of Minnetonka
   Community Development Department
   14600 Minnetonka Blvd.
   Minnetonka, MN 55345
   Attn: Alisha Gray
   Phone: (952) 939-8285

   Grantee: West Hennepin Affordable Housing Land Trust (dba Homes Within Reach)
   5101 Thimsen Ave, Suite 200
   Minnetonka, MN 55345
   Attn: Brenda Lano, Executive Director

7. **GENERAL CONDITIONS.**

   A. **General Compliance.** The Grantee agrees to comply with all applicable federal, state, and local laws and regulations governing the Project and funds provided under this Contract.

   B. **Subcontracts.**

      1. *Selection Process.* The Grantee must undertake to ensure that all contracts and subcontracts let in the performance of this Contract are awarded on a fair and open competition basis. Executed copies of all contracts and subcontracts

along with documentation concerning the selection process must be forwarded to the City upon request.

2. *Monitoring*. The City may monitor contracted and subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts will be summarized in written reports and provided to the Grantee. The Grantee must provide documented evidence of follow-up actions taken to correct areas of noncompliance noted in the monitoring reports.

3. *OSHA*. Grantee must require that contractors performing work being paid with the Subgrant funds be in compliance with all applicable OSHA regulations.

C. **Anti-discrimination.** The Grantee agrees during the life of this Contract not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. The Grantee must include a similar provision in all contracts and subcontracts entered into for the performance of this Contract. This Contract may be cancelled or terminated by the City, and all money due or to become due under the Contract may be forfeited for a second or subsequent violation of the terms or conditions of this paragraph.

D. **Equal Opportunity.** The Grantee recognizes the City is an equal opportunity employer and agrees during the life of this Contract to take affirmative action to provide equal employment opportunities without regard to race, color, sex, creed, national origin, religion, disability, age, marital status, sexual preference, or status with regard to public assistance.

E. **Independent Contractor.** Nothing contained in this Contract is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee will at all times remain an independent contractor with respect to the services to be performed under this Contract. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota or other employment laws on behalf of Grantee's personnel, shall in no way be the responsibility of the City. The Grantee agrees to carry Workers' Compensation Insurance as required by Minnesota Statutes, Section 176.181, subd. 2; except that Grantee is excluded from the foregoing clause if Grantee is excluded by Minnesota Statutes, Section 176.041 from the requirement to provide workers' compensation insurance.

F. **Indemnification and Hold Harmless.** The Grantee must hold harmless, defend and indemnify the City and the Council from any and all liability, claims, actions, suits, charges, damages, losses, costs, expenses, and judgments whatsoever, including reasonable attorney's fees, that arise directly or indirectly out of the Grantee's, its contractors or subcontractors performance or nonperformance of the services or subject matter called for in this Contract. This clause may not be construed to bar any legal remedies Grantee may have for the City's or the Council's failure to fulfill its obligations pursuant to this Contract.

Claims included in this indemnification include any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes,

Chapter 115B, the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) as amended, United States Code, title 42, Sections 9601 et. seq., and the Federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, Sections 6901 et. seq. This indemnification cannot be construed as a waiver on the part of either the City or the Council of any immunities or limits on liability provided by Minnesota Statutes Chapter 466 or other applicable state or federal law.

8. **ADMINISTRATIVE REQUIREMENTS.**

A. **Accounting Standards.** The Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Contract.

B. **Records.**

1. *Retention.* The Grantee must retain all records pertinent to expenditures incurred under this Contract until conclusion of the latest of (a) six years after the Grantee has completed the Housing Program; (b) six years after the Grantee has expended all proceeds of the Subgrant; (c) six years after the resolution of all audit findings; or (d) six years after Metropolitan Livable Communities Act Grant Agreement termination or cancellation. Records for nonexpendable property acquired with funds under this Contract must be retained for six years after final disposition of such property.

2. *Inspections.* All Grantee records with respect to any matters covered by this Contract must be made available to the City, the Council or their designees at any time during normal business hours, as often as the City or the Council deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

3. *Audits.* If requested by the City, the Grantee must have an annual financial compliance audit conducted in accordance with the City's requirements. The Grantee must submit two copies of such audit report to the City. Any deficiencies noted in such an audit report or an audit/monitoring report issued by the City or its designees must be fully resolved by the Grantee within a reasonable time period after a written request from the City. Failure of the Grantee to comply with the provisions of this paragraph will constitute a violation of this Contract and may result in the withholding of future payments or the requirement for Grantee to return all or part of the funds already disbursed.

4. *Data Practices Act* the Grantee must comply with the Minnesota Government Data Practices Act, Chapter 13.

5. *Close-Outs.* The Grantee's obligation to the City does not end until all close-out requirements are completed. Activities during this close-out period include: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program

income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.

C. **Payments.** The City will pay to the Grantee funds available under this Contract based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance funds and program income balances available in Grantee accounts.

D. **Procurement.** The Grantee must maintain an inventory record of all nonexpendable personal property procured with funds provided under this Contract. All unexpended program income must revert to the City upon termination of this Contract.

9. **MISCELLANEOUS.**

A. **Assignability.** The Grantee may not assign or transfer any interest in this Contract (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Grantee from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.

B. **Religious Organization.** The Grantee agrees that funds provided under this Contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

C. **Governing Law.** This Contract will be governed by, and construed in accordance with, the laws of the State of Minnesota.

D. **Counterparts.** This Contract may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same agreement.

CITY OF MINNETONKA

By _____
It's Mayor

And _____
It's City Manager

WEST HENNEPIN AFFORDABLE HOUSING LAND TRUST

By _____
It's President

And _____
It's Executive Director

City Council Agenda Item #12A
Meeting of Mar. 8, 2021

Brief Description Ordinance amending city code 820.035, subdivision 1(a), regarding health and safety standards

Recommendation Introduce the ordinance

Background

The city last updated the Body Art code in 2010 when the state legislature adopted a comprehensive set of body art regulations, including tattooing. City code 820.035.Subd. 1(a) states the establishment must have at least 150 square feet of floor space. The city only has two active Body Art licenses; both applications have been for permanent cosmetic makeup or micro-blading establishments. These establishments are typically located within a medical building or salon and generally have less than 150 square feet. The services being offered usually mean that the equipment used is disposable, eliminating the need for larger tattooing or sanitizing equipment.

Staff is recommending the health department, under the Community Development Director's guidance, be able to issue a variance if the establishment does not meet the minimum square footage required. To obtain the variance, the establishment must be performing micro-pigmentation or cosmetic tattooing as described in MN state statute 146B.01.Subd.18 – meaning the use of tattoos for permanent makeup or to hide or neutralize skin discolorations.

Staff Recommendation

The purpose of introducing an ordinance is to allow the city council the opportunity to review the ordinance before bringing it back for a final decision. Introducing an ordinance does not constitute approval. Staff has tentatively scheduled to bring this item back to the city council for a final review on April 12, 2021.

Staff recommends the council introduce the ordinance.

Submitted through:
Geralyn Barone, City Manager
Corrine Heine, City Attorney
Julie Wischnack, AICP, Community Development Director

Originated by:
Michael Greene, MPH, RS Senior Environmental Health Specialist

Ordinance No. 2021-

An ordinance amending city code 820.035, subdivision 1(a), regarding health and safety standards

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The City Of Minnetonka Ordains:

Section 1. Section 820.035, Subdivision. 1, of the Minnetonka City Code, regarding body art health and safety standards, is amended as follows:

1. Establishment standards. The body art establishment must meet all of the following health and safety standards before a licensed technician may conduct body art procedures at the establishment:

a. The establishment must have at least 150 square feet of floor space and must be lighted and ventilated to comply with standards approved by the health authority. The health authority may approve a lesser square footage if the services being performed relate exclusively to micropigmentation or cosmetic make-up tattooing, according to the following procedure:

(1) The applicant must submit a written request to the health authority that includes, at a minimum, the following information:

a) Full name and address of the licensed premises;

(b) Written narrative outlining the service to be performed and why the minimum square footage cannot be met;

(c) The length of time for which a the minimum square footage will not be met, which cannot exceed one year; and

(d) Any other information required by the city to reasonably evaluate the request.

(2) The health authority, in its sole discretion, will evaluate the request based on the complexity of the service being offered and the square footage generally needed to perform such service.

The ~~stricken~~ language is deleted; the single-underlined language is inserted.

The health authority will notify an applicant, in writing, of its decision regarding the request for lesser square footage. If allowed, the notice will specify the period of time the approval remains in effect and will be included in the notice.

Section 2. This ordinance is effective 30 days after publication.

Adopted by the city council of the City of Minnetonka, Minnesota, on _____, 2021.

_____
Brad Wiersum, Mayor

Attest:

_____
Becky Koosman, City Clerk

Action on this ordinance:

Date of introduction:
Date of adoption:
Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:
Ordinance adopted.

Date of publication:

I certify that the foregoing is a true and correct copy of an ordinance adopted by the city council of the City of Minnetonka, Minnesota at a regular meeting held on _____, 2021.

_____
Becky Koosman, City Clerk

City Council Agenda Item #12B
Meeting of Mar. 8, 2021

Brief Description Minor change to sustainability commission membership language

Recommendation Introduce the ordinance

Background

On Oct. 12, 2020, the city council adopted Ordinance No. 2020-19, creating the new sustainability commission. The ordinance identified a composition for its membership. On Feb. 22, 2021, the appointments to the commission were completed. The appointments for the commission, by code, should appoint two young adults, one of which must be a high school student.

After the appointment process, it was identified that the appointments included two college students; thus, one was not enrolled in high school. To remedy the matter, staff has proposed a minor text amendment to the ordinance.

Ordinance Change

By simply changing the word, must to may, the city would be able to continue with the appointed membership of the commission:

> *Section 145.010. Eligibility, Appointment and Term. (2) Two young adults (under 25 years old), one of whom ~~must~~ may be a student at a high school in the Hopkins, Minnetonka, or Wayzata school district; and*

Staff Recommendation

Staff recommends the council introduce the ordinance.

Submitted through:
Geralyn Barone, City Manager

Originated by:
Julie Wischnack, AICP, Community Development Director

Ordinance No. 2021-

An ordinance amending city code 145.010, regarding a minor change to sustainability commission membership language

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The City of Minnetonka Ordains:

Section 1.

145.010. Eligibility, Appointment, and Term.

All members must be residents of the city of Minnetonka. Members shall be appointed by the mayor with the approval of the city council. Appointments should be made with a goal of maintaining a commission that represents the diversity within the city, such as demographic characteristics, areas of specialty, and geographic location, and with the following membership:

1. Five members appointed from the community at large;

2. Two young adults (under 25 years old), one of whom ~~must~~ may be a student at a high school in the Hopkins, Minnetonka, or Wayzata school district; and

Section 2. This ordinance is effective 30 days after publication.

Adopted by the city council of the City of Minnetonka, Minnesota, on _____, 2021.

_____
Brad Wiersum, Mayor

Attest:

_____
Becky Koosman, City Clerk

Action on this ordinance:

Date of introduction:
Date of adoption:
Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:

The ~~stricken~~ language is deleted; the underlined language is inserted.

Abstained:
Absent:
Ordinance adopted.

Date of publication:

Certified Copy:

I certify that the foregoing is a true and correct copy of an ordinance adopted by the city council of the City of Minnetonka, Minnesota, at a meeting on _____ 2021.

_____
Becky Koosman, City Clerk

City Council Agenda Item #14A
Meeting of Mar. 8, 2021

Brief Description Items concerning Minnetonka Station, a multi-family residential development at 10400, 10500, and 10550 Bren Road East:

1) Major amendment to an existing master development plan;

2) Site and building plan review; and

3) Preliminary and final plats

Recommendation Adopt the ordinance and resolutions approving the master development plan amendment, final site and building plans, and plats

Background

In 2018, the city approved a master development plan and final site and building plans for a 249-unit apartment project at the combined 10400, 10500, and 10550 Bren Road East site. Approved as The Mariner, the development was to be comprised of two buildings. Market rate units would be located in the westerly building and workforce housing in the easterly building. The two buildings would be physically connected by shared common and amenity spaces. Due to various financing issues, The Mariner project was never started.

2018 Approval

In Nov. 2020, Linden Street Partners presented a concept plan for the redevelopment of the three properties. As contemplated, a six to seven-story, approximately 280-unit apartment building would be constructed. In reviewing the concept plan, planning commissioners and councilmembers complimented the developer and design team's consideration for sustainability, residential amenities, and public art. During the review, councilmembers requested that thought be given to enhancing the rooftop and north façade of the building and to the provision of affordable housing. (See concept plan packet and minutes.)

2020 Concept Plan

Formal Application

Minnetonka Multifamily 1 (Linden Street Partners) has now submitted formal applications for the redevelopment of the combined site. As proposed, existing office buildings and parking areas would be removed, and a seven-story, 275-unit apartment building would be constructed. Ten percent of the units would be affordable at 50 percent area median income.

Proposal Requirements

The proposal requires the following:

- **Major amendment to an existing master development plan.** Development of the site is currently governed by The Mariner PUD master development plan. The applicant's proposal requires a major amendment of this plan. (For more discussion, see the "Supporting Information" section of this report.)

- **Site and building plan review**. Site and building plan review is required for the construction of multi-family residential buildings.

- **Preliminary and final plats.** The development site is comprised of three separate parcels. Preliminary and final plats are required to combine the parcels and establish new easements.[1]

Planning Commission Hearing and Recommendation

The planning commission considered the proposal on Feb. 18, 2021. The commission report, associated plans, and meeting minutes are attached. Staff recommended approval of the proposal, noting:

- The requested amendment to the master development plan is reasonable. In 2018, the city approved the redevelopment of the subject properties. That approval allows for the construction of a high-density residential project, which includes an affordable housing component. An amendment to allow a differently-designed, high-density residential project that incorporates affordability is reasonable.

- The site design is appropriate. In particular, the design reflects OPUS Area Placemaking + Urban Design Implementation Guide. Adopted in 2020, this guide is intended to help the city achieve "transformation of this area into a cohesive 'opus' of complementary built forms and development projects."[2] The guide is referenced throughout the applicant narrative and submitted plans; it is clear that the city's vision has been embraced in the proposal.

- The proposed building has been well-designed and would be an attractive addition to the OPUS area.

At the commission meeting, a public hearing was opened to take comments. No comments were received. Following the public hearing, the commission asked questions and discussed the proposal. The commission generally applauded the overall design of the proposal.

On a 6-0 vote, the commission recommended that the city council approve the proposal.

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[1] Several existing easements located along interior lot lines will need to be vacated. Vacation of easements is the purview of the council and can be considered at a future date prior to the construction of any new building on the site.

[2] City of Minnetonka. (2020) *OPUS AREA PLACEMAKING + URBAN DESIGN IMPLEMENTATION GUIDE.* https://www.minnetonkamn.gov/home/showpublisheddocument?id=6459

Staff Recommendation

Staff recommends the city council adopt the following, all relating to the properties at 10400, 10500, and 10500 Bren Road East:

1) An ordinance approving a major amendment to the existing master development plan;

2) A resolution approving final site and building plans; and

3) A resolution approving preliminary and final plats.

Through: Geralyn Barone, City Manager
Julie Wischnack, AICP, Community Development Director
Loren Gordon, AICP, City Planner

Originator: Susan Thomas, AICP, Assistant City Planner

MINNETONKA PLANNING COMMISSION
Feb. 18, 2021

Brief Description	Items concerning Minnetonka Station, a multi-family residential development at 10400, 10500, and 10550 Bren Road East: 1) Major amendment to an existing master development plan; 2) Site and building plan review; and 3) Preliminary and final plats.
Recommended	Recommend the city council adopt the ordinance and resolutions approving the master development plan amendment, final site and building plans, and plats.

Background

In 2018, the city approved a master development plan and final site and building plans for a 249-unit apartment project at the combined 10400, 10500, and 10550 Bren Road East site. Approved as The Mariner, the development would be comprised of two buildings. Market rate units would be located in the westerly building and workforce housing in the easterly building. The two buildings would be physically connected by shared common and amenity spaces. Due to various financing issues, The Mariner project was never started.

In Nov. 2020, Linden Street Partners presented a concept plan for redevelopment of the three properties. As contemplated, a six to seven-story, approximately 280-unit, apartment building would be constructed. In reviewing the concept plan, planning commissioners and councilmembers complimented the consideration that the developer and design team had already given to sustainability, residential amenities, and public art. During the review, councilmembers requested that thought be given to enhancing the rooftop and north façade of the building and to the provision of affordable housing. (See concept plan packet and minutes.)

Formal Application

Minnetonka Multifamily 1 (Linden Street Partners) has now submitted formal applications for redevelopment of the combined site. As proposed, existing office buildings and parking areas would be removed, and a seven-story, 275-unit apartment building would be constructed.

Proposal Requirements

The proposal requires the following:

- **Major amendment to an existing master development plan.** Development of the site is currently governed by The Mariner PUD master development plan. The applicant's proposal requires a major amendment of this plan. (For more discussion, see the "Supporting Information" section of this report.)

- **Site and building plan review**. Site and building plan review is required for the construction of multi-family residential buildings.

- **Preliminary and final plats.** The development site is comprised of three separate parcels. Preliminary and final plats are required to combine the parcels and establish new easements.[1]

Proposal Summary

The following is intended to summarize the applicant's proposal. More detailed information can be found in the "Supporting Information" section of this report.

- **Existing Conditions.** The combined 3.9-acre subject site is located north and east of Bren Road East and is improved with three small office buildings and their associated parking lots. Though the property is considered fully developed, it does contain 68 trees regulated by the tree protection ordinance.

- **SWLRT Impacts.** The Southwest Light Rail Transit line (SWLRT) is under construction immediately west of the subject site. This regional transportation system impacts the site in several ways: (1) Bren Road East will be configured in conjunction with light rail work, reducing the total site area and influencing on-site topography; (2) temporary construction easements on the site will be used throughout the SWLRT construction process; and (3) utilities associated with SWLRT will be located within existing permanent easements on the site.

- **Proposed Building.** The proposed seven-story, building would contain a mix of studio, one-bedroom, one-bedroom + den, and two-bedroom units. The developer is proposing five percent of the units as affordable.

- **Proposed Parking and Site Improvements.** The proposed building would be served by 314 parking stalls. The majority of parking would be located within a two level enclosed garage, with surface parking generally located south of the building. Vehicle access to the development would be via two driveways; a drive from the private roadway east of site, which would access the lower level of the garage, and a drive from Bren Road East, accessing the surface parking and second garage level. Other site improvements are also proposed, including: an internal trail system, links to the existing OPUS trail system, outdoor patio areas, an outdoor pool, a bike café, and public art.

[1] Several existing easements, located along interior lot lines will need to be vacated. Vacation of easements is the purview of the council and can be considered a future date prior to construction of any new building on the site.

Primary Questions and Analysis

A land use proposal is comprised of many details. These details are reviewed by members of the city's economic development, engineering, fire, legal, natural resources, planning, and public works departments and divisions. These details are then aggregated into a few primary questions or issues. The analysis and recommendations outlined in the following sections of this report are based on the collaborative efforts of this larger staff review team.

- **Is the amendment to the master development plan reasonable?**

  Yes. In 2018, the city approved redevelopment of the subject properties. That approval allows for construction of a high-density residential project, which includes an affordable housing component. An amendment to allow a differently-designed, high-density residential project that incorporates affordability is reasonable.

  The details of a project's amount/level of affordability, its consistency with the city's affordable housing policy, and the provision of tax increment financing (TIF) to help achieve that affordability is the purview of the economic development advisory commission (EDAC). The EDAC reviews and makes recommendations to the city council on these items, just as the planning commission reviews and makes recommendations to the council on land use items. At the time of this report, the Minnetonka Station project has not be fully reviewed by the EDAC. (For more discussion, see the "Supporting Information" section of this report.)

- **Is the building design appropriate?**

  Yes. In staff's opinion, the building has been well-designed and would be quite attractive:

  ✓ Architectural consideration has been given to all sides of the building.

  ✓ Public spaces would be located at pedestrian level on the prominent southwest and southeast corners and outdoor spaces located at plaza and rooftop levels.

  ✓ Ground level units on the north and west sides would have direct exterior access to the public trail system.

  ✓ A public art installation would be located at pedestrian level on the south and east side of the building.

  ✓ The variety of exterior materials – including brick, metal panels, and horizontal cement siding – would reflect a high level of investment and architectural character.

- **Is the proposed site design appropriate?**

  Yes. Overall site design is appropriate.

  Building Location. The 3.9-acre property is significantly encumbered by easements. These easement would restrict the location of any building proposed for the site, resulting in large building setbacks from north and west property lines. More "typical"

easements on the south and east of the property afford more opportunity for design decisions.

The plans originally submitted for the project suggested a significantly reduced setback from the existing driveway easement on the east side of the building Staff was uncomfortable with the proposed three to five foot setbacks and concerned that it would establish a precedent – whether a legal precedent or simply an approval expectation – for other development in the immediate area. This easement area is anticipated to become a primary southern entrance to the Opus Station from Bren Road East. The applicant's design team has since made changes, presented to staff during a recent meeting, which would provide for a 20-foot setback from the driveway easement. This setback would be consistent with the previous approval for the site and is acceptable to staff.

Pedestrian and Vehicle Access. Proposed pedestrian and vehicle access to the site is appropriate. Several new sidewalks would connect building residents and visitors to the existing OPUS trail system and the new SWLRT station.

Public Spaces. In 2020 the city approved the OPUS Area Placemaking + Urban Design Implementation Guide. This guide is intended to help the city achieve "transformation of this area into a cohesive 'opus' of complementary built forms and development projects."[2] The guide is referenced throughout the applicant narrative and submitted plans; it is clear that the city's vision has been embraced in the proposal. As a condition of approval, the applicant team and city staff will continue to work on a final landscape plan – particularly for the area north of the building – to ensure consistency with elements of the design guide. (For more information, see the attached OPUS Design Guide chart.)

Summary Comments

As evidence by previous approvals, the city generally supports a high-density residential use of the subject property. The proposed amendment to the existing master development plan – to allow a differently-designed high-density residential project that incorporates affordability – is reasonable and appropriate. The proposed building has been well-designed and would be an attractive addition to the OPUS area.

Staff Recommendation

Recommend the city council adopt the following, all relating to the properties at 10400, 10500, and 10500 Bren Road East:

1) An ordinance approving a major amendment to the existing master development plan;

2) A resolution approving final site and building plans; and

3) A resolution approving preliminary and final plats.

Originators: Susan Thomas, AICP, Assistant City Planner

[2] City of Minnetonka. (2020) *OPUS AREA PLACEMAKING + URBAN DESIGN IMPLEMENTATION GUIDE.* https://www.minnetonkamn.gov/home/showpublisheddocument?id=6459

Through: Loren Gordon, AICP, City Planner

Supporting Information

Surrounding Land Uses

North: Minneapolis Mart, zoned I-1, guided mixed-use
South: Office/industrial building, zoned I-1, guided mixed-use
East: Office/industrial building, zoned I-1, guided mixed-use
West: Office/industrial building, zoned I-1, guided mixed-use

Planning

Guide Plan designation: mixed-use
Existing Zoning: I-1, Industrial

PUD and MDP

In Minnetonka, the purpose of the PUD zoning is to provide flexibility from certain subdivision and zoning standards in order to realize public benefits that may not otherwise be achieved through non-PUD development of a property. When the city approves PUD zoning, that approval is subject development occurring consistent with a master development plan (MDP) that is reviewed and approved concurrently with the rezoning request.

An MDP is a description or illustration of development; it particularly describes/illustrates the public benefit that supports the PUD zoning. MDPs are usually comprised of a series of narratives and plans that generally show proposed land uses, building location and mass, and public and private site improvements. Once approved, an MDP is the legal control that governs development of PUD property. In other words, an MDP establishes the city's general expectation for future development of the site.

Development of the subject property is currently governed by the existing Mariner MDP. The applicant's proposal requires a major amendment to the MDP. To approve such amendment, the city must determine that the proposed MDP would still reasonably provide the public benefit for which the original rezoning to PUD was approved. In the case of this property, the public benefit to be achieved was the provision of workforce housing.

SBP

Site and building plans (SBP) specifically illustrate the location of trees and water resources, streets, utilities, stormwater improvements, buildings, and parking areas; proposed site grading, tree removal, and landscaping; building elevations and signs. When approved, these plans outline the city's specific requirements/conditions for construction on a site.

Affordable Housing

At the time of this report, the applicant was working with economic development staff on provision of tax increment finance (TIF) funds to support the provision of affordable housing. The project will be considered by the EDAC at a future meeting, but prior to the project being fully considered by the council.

The details of affordable housing are not the purview of the commission. However, in the case the proposed Minnetonka Station project, the *general* provision of such housing is an appropriate topic. This is because the current PUD zoning of the site is predicated on incorporating affordable housing.

Planning staff is confident that the applicant, economic development staff, and EDAC will come to agreement on the project's proposed amounts/levels of affordability. However, without such agreement, the MDP amendment and underlying PUD zoning would essentially be moot.

Grading

The combined redevelopment site slopes downward from the southwest corner to the northeast corner, falling roughly 22 feet in elevation. To accommodate the proposed development, two to six feet of fill would be added in various areas of the site. However, the general grade – falling from southwest to northeast – would remain the same.

Tree Impact

The property contains a total of 68 regulated trees. As proposed:

	Existing	**Removed**	**% Removed[3]**
High Priority	13	11	85%
Significant	55	41	75%

As the proposal is for redevelopment of property, the level of tree removal/impact is permitted under the tree protection ordinance. Based on the submitted plans, the following tree mitigation would be required: two, 2-inch deciduous trees and 35 total feet – or roughly six, 6-foot – evergreens. The submitted landscape plan includes plantings well in excess of this requirement.

Stormwater

As proposed, stormwater runoff would be directed to several catch basins and directed via pipe to an underground stormwater facility located along the west and southwest side of the proposed building. The facility would ultimately outlet to the public storm sewer system.

Utilities

Public water and sewer facilities are available at the site. An existing watermain is located within an existing easement on the north side of the property and an existing sanitary sewer main is located northwest of the site.

In reviewing the applicant's proposal, public works staff noted that there have been several watermain breaks in the general area over the past year. During repair of a main directly to the west, staff discovered the pipe – which had been installed in the mid-1970s –

[3] By City Code §300.28 Subd.19(f)(3)(d), a tree will be considered removed if girdled, if 30 percent or more of the trunk circumference is injured, if 30% or more of the crown is trimmed, if an oak is trimmed between April 1st and July 15th, or if the following percentage of the critical root zone is compacted, cut, filled or paved: 30 percent of the critical root zone for all species, except 40 percent for ash, elm, poplar species, silver maple and boxelder.

was in very poor condition. If the applicant's proposal is approved, staff would like to take the opportunity to replace the public main on the subject property. While replacement would be a city cost, having work done in conjunction with grading and private utility work would prevent site disturbance for public utility work in the future. This would be included in the required development contract.

Parking

As proposed, parking would be constructed/supplied as follows:

Location	**Total Stalls**
Enclosed, Level 1	154
Enclosed, Level 2	152 (includes visitor parking)
Surface	8
TOTAL	**314**

The parking ratio proposed is similar to that of other recently approved apartment buildings. It would also be consistent with Institute of Transportation Engineers suggested parking demand.

	Total Units	**Total Bedrooms**	**Total Stalls**	**Stalls Per Unit**	**Stalls per Bedroom**
Traditional City Code Standard				2	n/a
ITE Demand Rates[4]				1.2	0.8
The Birke – Ridgedale Area	175	209	236	1.3	1.1
Dominium – Opus Area, workforce/senior	482	949	552	1.1	0.6
The RiZe – Opus Area	322	450	586	1.8	1.3
Avidor – Ridgedale Area, senior	168	232	216	1.3	0.9
The Lux – Ridgedale Area	78	106	178	2.3	1.7
PROPOSED	275	316	314	1.1	0.99

Traffic

The purpose of a traffic study is to understand: (1) the existing traffic volume and operations; (2) the impact a proposal may have on existing traffic volume and roadway operations; and (3) if a would have a negative impact on volume and operations, how such impact could be mitigated.

OPUS is sometimes maligned for its one-way road system, which casual visitors to the area can find confusing. However, from a traffic movement perspective, the roadway design is excellent. A city commissioned traffic study, done in 2018 for The Mariner project, confirms this. The study concluded that:

- ✓ The intersections adjacent to the subject site operated a Level of Service (LOS) A, which is the highest "grade" for an intersection.

[4]These rates are specific to suburban, mid-rise (3 to 10 stories), multi-family developments within 0.5 mile of a transit station.

- ✓ The Mariner project was expected to generate 1,355 daily vehicle trips and conceptual redevelopment of the site to north would generate 4,700 daily trips.

- ✓ The study intersections, under existing and proposed traffic flow directions, would continue to operate at LOS A following development.

The Minnetonka Station project would be slightly larger than the Mariner project. However, staff determined that – given the high level of service illustrated by the 2018 study both before and after development – a new traffic study was not warranted for Minnetonka Station.

Setbacks, Etc.

The PUD ordinance contains no specific development standards relating to setbacks, lot coverage, etc. The following chart outlines these items for informational purposes:

	Measurement
Setback – North property line	50 ft
Setback – South property line	15 ft
Setback – East roadway easement line	20 ft, as illustrated in updated site plan
Setback –West property line	78 ft
Height	73 ft
Impervious Surface	60 percent

Public Art

The proposal includes a public art installation along the south and east sides of the building. To date, the process to decide “what” that art would be has not be established. As a condition of approval, a plan to solicit and receive input and to make a final selection must be submitted.

SBP Standards

City Code §300.27, Subd.5 outlines the following items that must be considered in evaluation of site and building plans:

1. Consistency with the elements and objectives of the city’s development guides, including the comprehensive plan and water resources management plan.

   Finding: The proposed high-density residential development is consistent with the general housing goals of the 2040 Comprehensive Guide Plan and the Plan’s specific goal to provide additional housing in the OPUS area. Further, the proposal has been reviewed by city planning, engineering, and natural resources staff and found to be generally consistent with the city’s development guides, including the water resources management plan.

2. Consistency with this ordinance.

   Finding: The proposal is consistent with the PUD zoning ordinance.

3. Preservation of the site in its natural state to the extent practicable by keeping tree and soil removal and designing grade changes to be in keeping with the general appearance of neighboring developed or developing properties.

   Finding: The subject property is a developed site, with no "natural" areas. The proposal is considered redevelopment.

4. Creation of harmonious relationship of buildings and open spaces with natural site features and with existing and future buildings having a visual relationship to the development.

   Finding: The proposal would result in a harmonious relationship of buildings, with open space generally located at the perimeter of the site.

5. Creation of a function and harmonious design for structures and site features, with special attention to the following:

   - An internal sense of order for the buildings and uses on the site and provision of a desirable environment for occupants, visitors, and the general community.

   - The amount and location of open space and landscaping.

   - Materials, textures, colors and details of construction as an expression of the design concept and compatibly of the same with the adjacent and neighboring structures and uses.

   - Vehicular and pedestrian circulation, including walkways, interior drivees and parking in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement and amount of parking.

   Finding: The proposal would result in a unique and attractively-designed development.

6. Promotion of energy conservation through design, location, orientation and elevation of structures, the use and location of glass in structures, and the use of landscape materials and site grading.

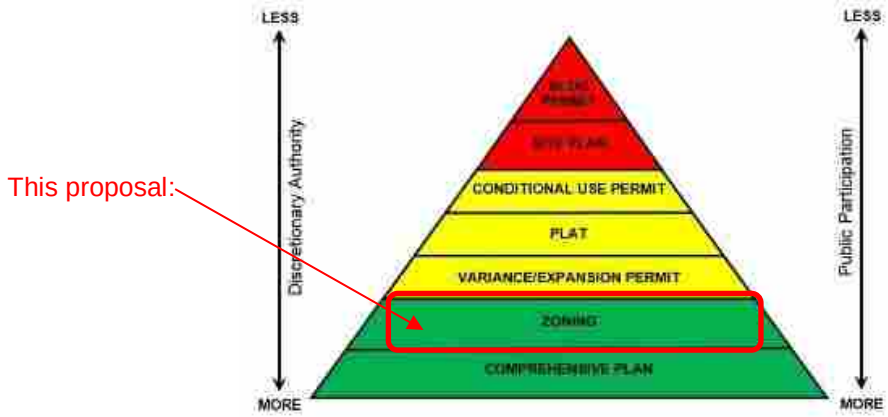
   Finding: As new construction, the building code would require

use of energy saving features.

7. Protection of adjacent and neighboring properties through reasonable provision for surface water drainage, sound and site buffers, preservation of views, light and air and those aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses.

   Finding: The proposal would visually and physically alter the property and the immediate area. However, this change would occur with any redevelopment of the site, which the city has long anticipated

Pyramid of Discretion



Motion Options

The planning commission has three options:

1. Concur with the staff recommendation. In this case a motion should be made recommending the city council adopt the ordinance and resolutions approving the proposal.

2. Disagree with staff's recommendation. In this case, a motion should be made recommending the city council deny the proposal. This motion must include a statement as to why denial is recommended.

3. Table the requests. In this case, a motion should be made to table the item. The motion should include a statement as to why the request is being tabled with direction to staff, the applicant, or both.

Voting Requirement

The planning commission will make a recommendation to the city council. The city council's final approval requires an affirmative vote of four members.

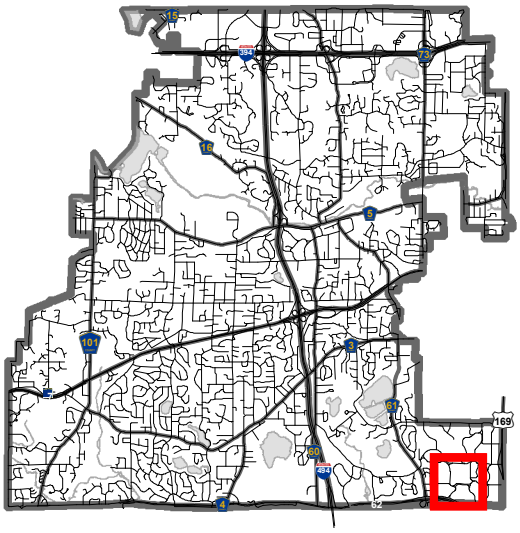
Neighborhood Comments

The city sent notices to 167 area property owners and has received no written comments to date.

Deadline for Action Mar. 22, 2021

Location Map

Project: Minnetonka Station
Address: 10400,10500 & 10550 Bren



CITY OF MINNETONKA

Project Narrative

Minnetonka Station is a multifamily project located in Opus Park. This project will provide approximately 275 units with a portion of the units being affordable. The site will provide outdoor spaces for the neighborhood and residents to enjoy that will align with the Opus Area Place Making + Urban Design guide. Minnetonka Station's intent is to create a visual, physical and experiential connection to the Opus Green Line Station, bus transit system, and the public Yellow Trail. The site's location provides Minnetonka Station opportunities to become a destination and help support the community by increasing the diversity of household and housing types. The proposed design will align and promote the City's area planning efforts through Minnetonka's Comprehensive Plan, the Opus Area Place Making + Urban Design plan and the TOD Strategic Action Plan. Located next to the new Opus Green Line Station and Yellow Trail the project will encourage the use of public transportation while establishing a mixed use community that will help promote the Opus Area as a destination.

The exterior materials proposed include a combination of metal panels, stucco, cement board panels and fiber cement siding. The final selection of materials will depend on final budget.

Design Adjustments from Concept Submission

The project team has incorporated several comments received from the City Council Meeting on 11/9/2020. We believe the adjustments outlined below address the comments while maintaining the design intent of the project.

We received constructive feedback about the building massing articulation, height and scale of the north façade. The updated design seeks to lower the building height at the north west and north east corners from seven stores to six stories. To accomplish this the corner units on level seven were replaced with roof balconies and roof trellises. In addition, the updated design seeks greater articulation at the center of the building. To accomplish this the building façade at level seven is pushed back from the north bike trail. The previous three units at this location are combined into two units.

City Council members also responded to the human scale and experience at the north bike trail. The updated design seeks to address this comment through canopies, patios and landscape elements at the walk out units on level one.

We received constructive feedback about additional visitor parking. The updated design provides eight exterior visitor parking stalls at the south entrance from Bren Road East. In addition, the updated design has designated ten visitor parking stalls in the parking garage.

City Council members also responded to the Art Wall concept at the South and East elevations on levels one and two. The updated design seeks to provide an opportunity to create a visual and experiential destination for the Opus Neighborhood and the City of Minnetonka residence and visitors. The graphics represented in this submission are place holders and not the final design. The project team envisions a collaborative design process with local artists, the neighborhood and the City of Minnetonka.

We received constructive feedback about adding trees to the site design. The updated design seeks to add trees along the north bike trail and the southwest corner of our site. These areas are designated as easements and will require review and approval from the city.

MINNETONKA STATION

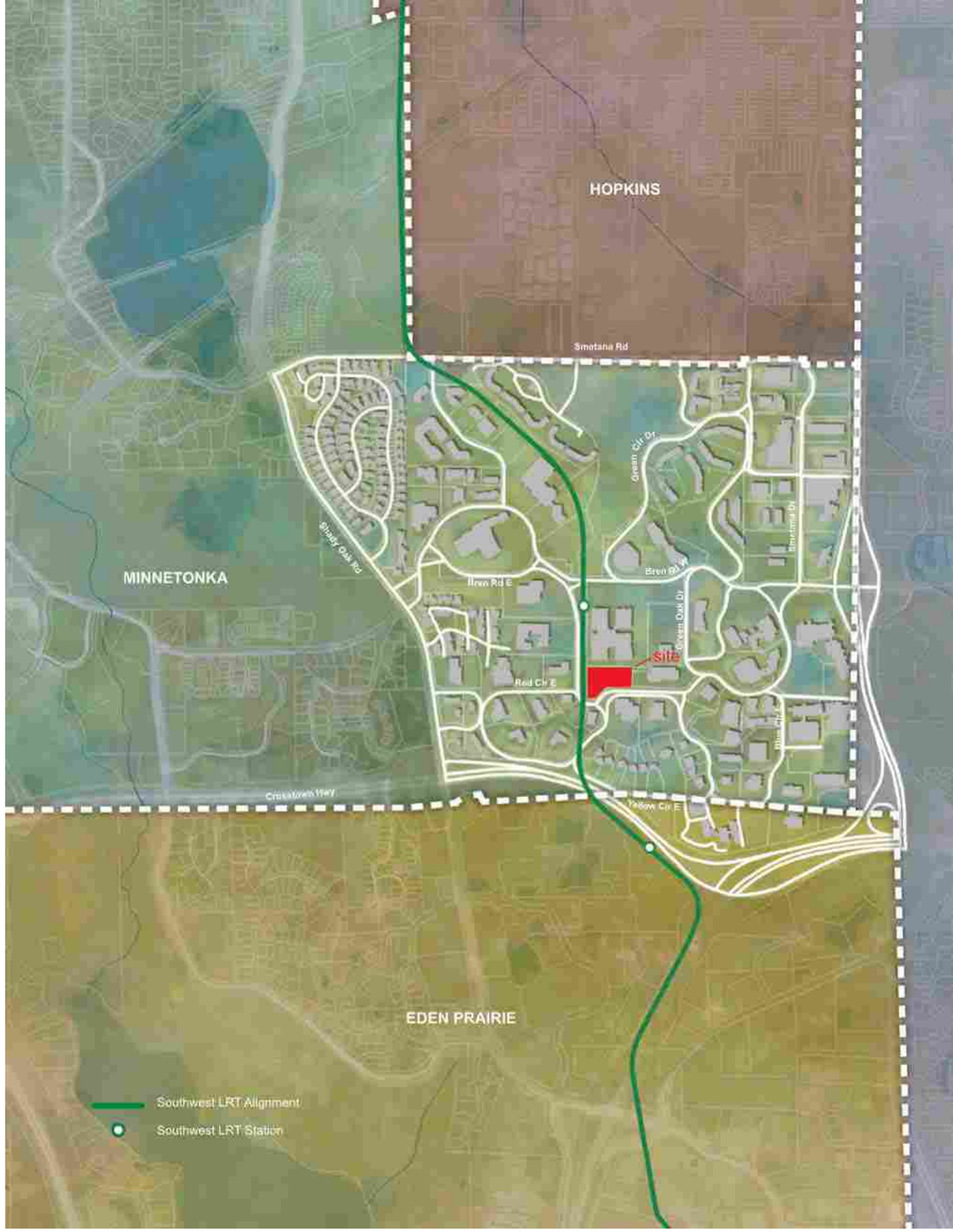
MINNETONKA, MN

CITY SUBMISSION

11/25/2020

OPUS AREA PLACEMAKING + URBAN DESIGN

Goals
Key elements that guide the transformation of this area into a cohesive 'opus' of complementary built forms and development projects include:
- Establishing a mixed-use community.
- Integrating light rail investment into the broader community.
- Enhancing the existing trail network to help create a sense of place.
- Enhancing the district's natural features & functions.
- Developing a scope and program elements for a signature new community level park/plaza space.
- Complementing the area's existing businesses



YELLOW TRAIL: SCENIC LOOP

Yellow Loop (0.9 mile)
This scenic loop cuts between corporate campuses and small businesses. Due to a stormwater pond and a steep wooded slope, the trail environment feels more natural than others in the southern half of Opus. Approximately one-third mile of new trail will be added.

Trail Recommendations

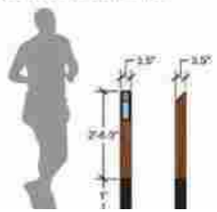
- A — Connect existing trail from Minneapolis Mart site south to cross Bren Road East at-grade and continue east and south to connect with the Blue Circle Drive underpass.
- B — Widen existing trail from Opus Station south to connect with the Red Loop at the METRO Green Line underpass to 16' for separate pedestrian and bicycle trails.
- C — Widen existing trail to 16'.

- Yellow Loop
- Southwest LRT Alignment
- Southwest LRT Station
- Trail Underpass
- Existing Trail
- Proposed Off-Street
- Proposed On-Street
- Red Loop
- Bren Loop
- Green Loop
- Blue Loop

YELLOW TRAIL: PLACEMAKING + WAYFINDING

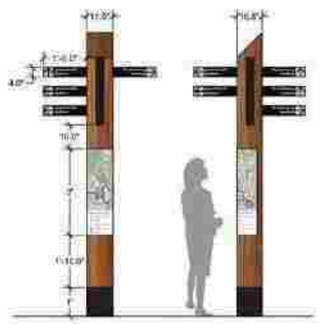
Mile Marker/Trail ID

A small sign indicating the loop color and the number of miles traveled. These are placed approximately every 0.25 miles along a colored loop.

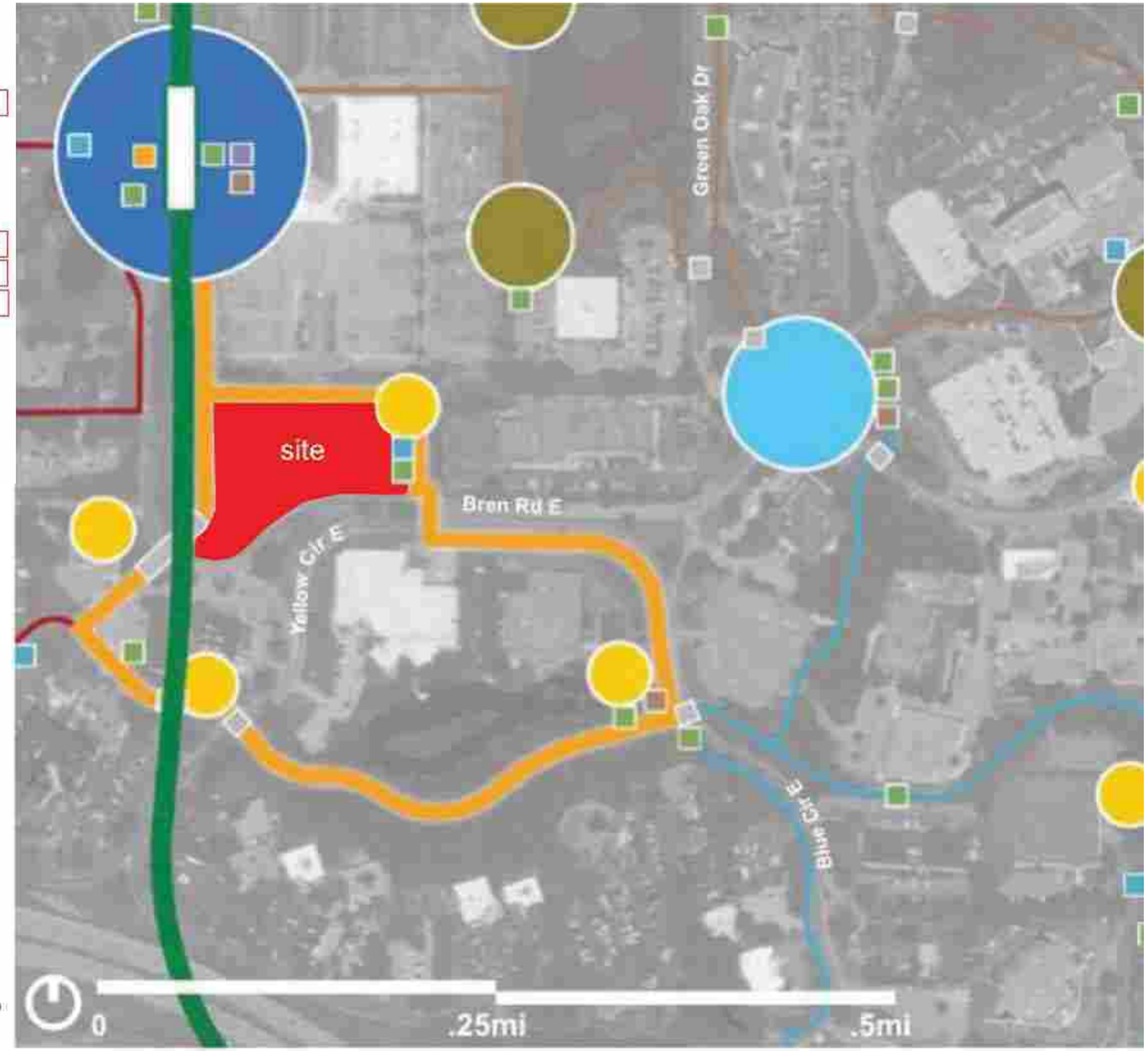


Trail Loop + Directional Map

Provides a map of the specific colored loop in which it is located, and directional arrows pointing to key destinations within the area. These are located in areas within a colored loop where there are two or more directions a user could travel. If a campus map is located within close proximity, a Trail Loop and Directional Map is omitted.

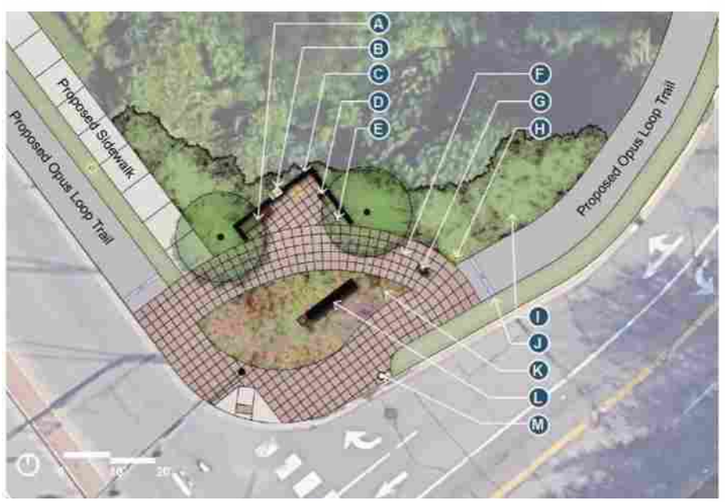


- Opus Node
- Primary Node
- Secondary Node
- Tertiary Node
- Campus Map
- Monument Sign
- Pavement Compass
- Trail ID/Road Name Signs*
- Trail Loop + Directional Map
- Mile Marker/Trail ID
- Yellow Loop
- Southwest LRT Alignment
- Southwest LRT Station
- Red Loop
- Bren Loop
- Green Loop
- Blue Loop



Tertiary Node

The tertiary node off the Opus trail consists of a modified Opus monument sign with lighting. A small shaded seating area within existing vegetation includes a bench, a bike fix-it station, and a drinking fountain. This is a visual node with a place to rest for bicyclists and pedestrians, with a campus map, for wayfinding.



- A Bench
- B Interpretive Sign
- C Retaining Wall
- D Bike Fix-It Station
- E Drinking Fountain
- F Special Pavement
- G Campus Map
- H Pedestrian Light
- I Native Planting
- J Loop Pavement Marking
- K Manicured Planting
- L Modified Existing Monument Sign
- M Trash Receptacle

YELLOW TRAIL: PLANTING ZONES

Upland

Upland landscape species include perennials (grasses and wildflowers), shrubs and trees best suited for drier, sunnier sites. These include species such as Bluestem Grass, Coneflower, Chokeberry shrubs and Oak trees.

Planting Zones by Vegetation Type

- Manicured Vegetation
- Native Wooded Vegetation
- Native Upland Vegetation
- Native Wetland Vegetation
- Early Harvest Edible Vegetation
- Late Harvest Edible Vegetation
- Yellow Loop
- Southwest LRT Alignment
- Southwest LRT Station
- Red Loop
- Bren Loop
- Green Loop
- Blue Loop

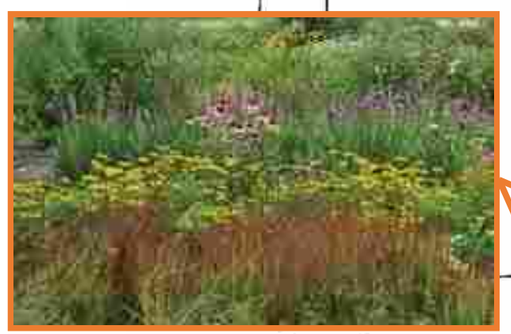
*One vehicular trail ID sign will be placed at-grade with the roadway and two road name signs will be placed per underpass for trail users traveling in both directions along the trail system.

SITE VISION

YELLOW TRAIL SCENIC LOOP WITH NATIVE UPLAND VEGETATION

STORMWATER LANDSCAPE ELEMENT

TERTIARY NODE WITH BENCH SEATING AND TRAIL/NEIGHBORHOOD WAYFINDING

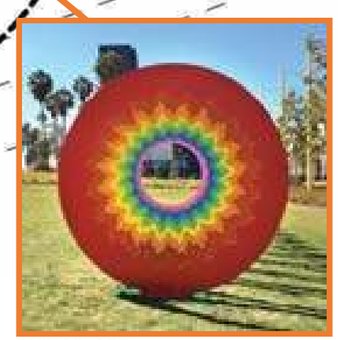


NATIVE UPLAND VEGETATION

CREATIVE TREATMENT OF SOUTH AND EAST FACADES WHERE PROJECT MEETS NEIGHBORHOOD

POOL DECK

vehicle access
pedestrian path
bicycle path



PUBLIC ART

CURBLESS DRIVABLE ENTRY PLAZA

TREATMENT OF GROUND PLANE WITHIN EASEMENT

BOCCE BALL COURT

MINNETONKA MULTIFAMILY 1, LLC

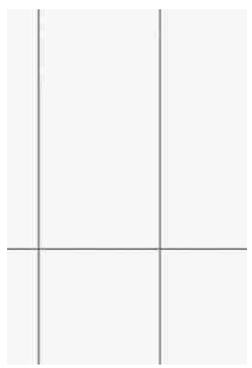
WENCK

BKV GROUP

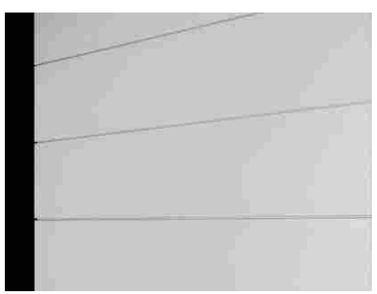
EXTERIOR MATERIAL STRATEGIES

White (A)

Base Design: Stucco



Option A: Vertical Cement Panel

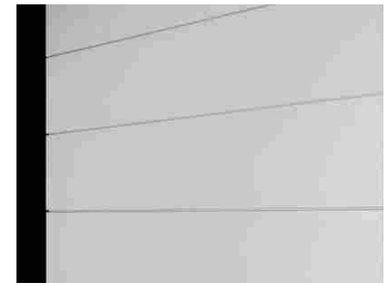


Option B: Cement Lap Siding

Orange (B)

Base Design: Vertical Metal Panel

Gray (C)



Base Design: Cement Lap Siding

Option A: Metal Panel or Cement Panel

Brick (D)

Base Design: Iron Spot

EXTERIOR VISION + DESIGN

EXTERIOR VISION + DESIGN

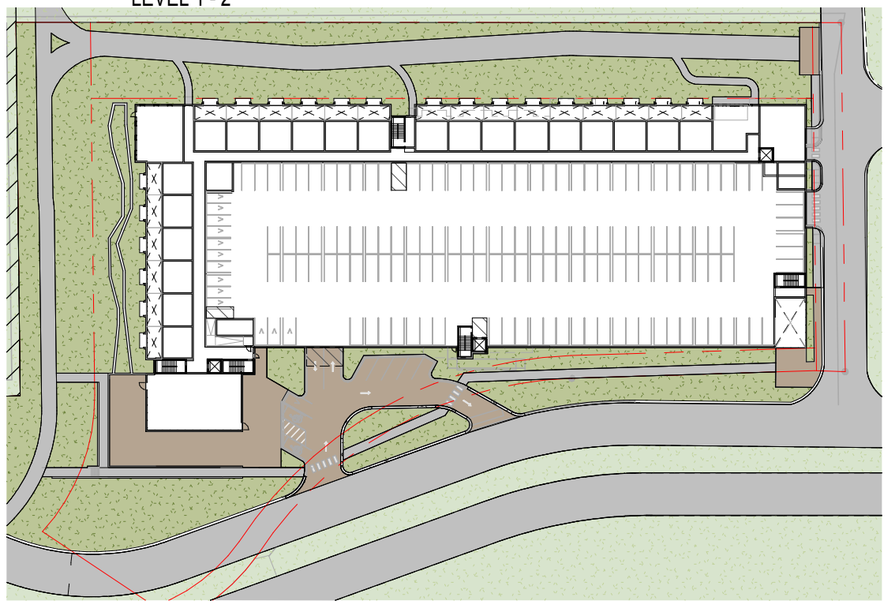
EXTERIOR VISION + DESIGN

EXTERIOR VISION + DESIGN

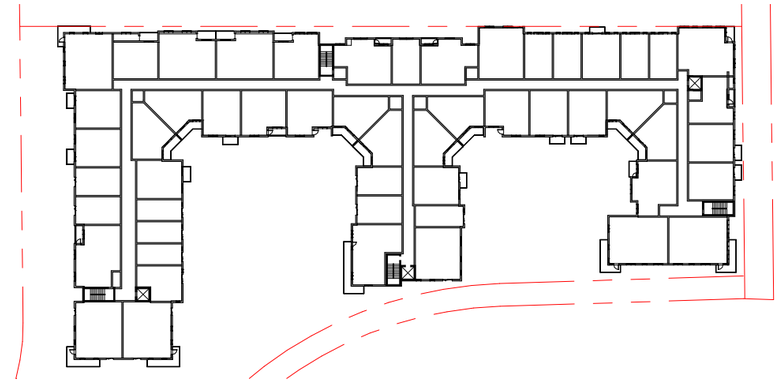
ARTIST ENGAGEMENT OPPORTUNITY

13 OVERALL FLOOR PLANS

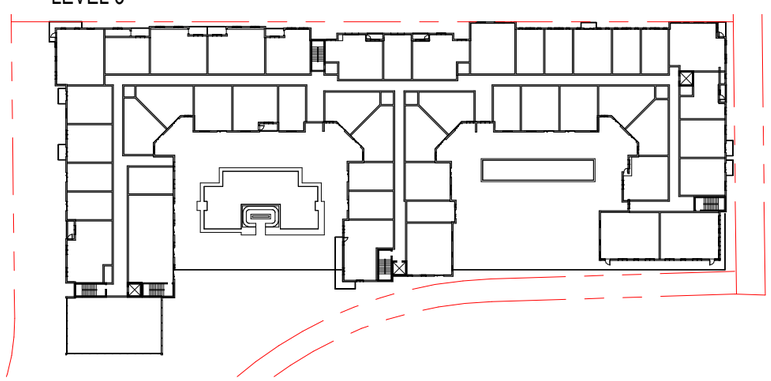
LEVEL 1 - 2



LEVEL 5



LEVEL 3



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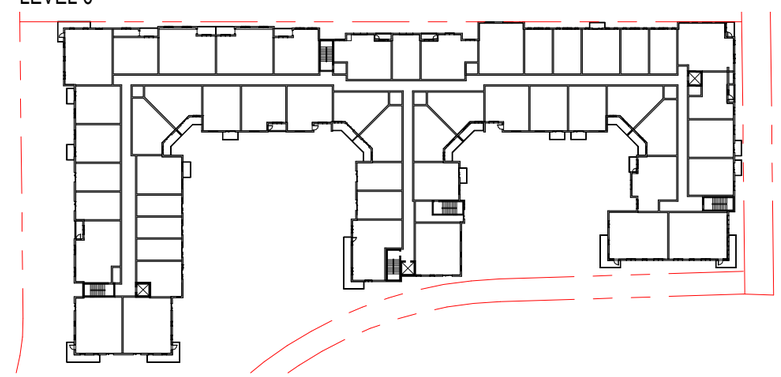
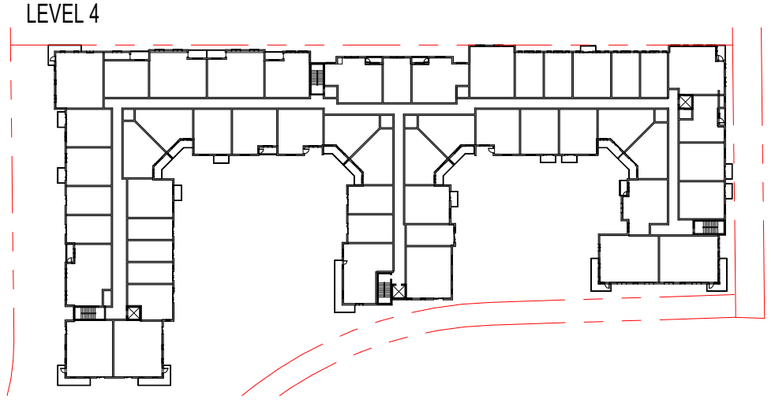
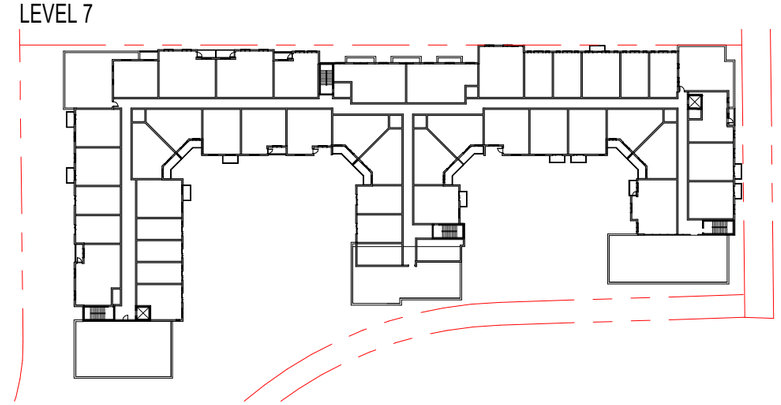


LEVEL 4



LEVEL 7

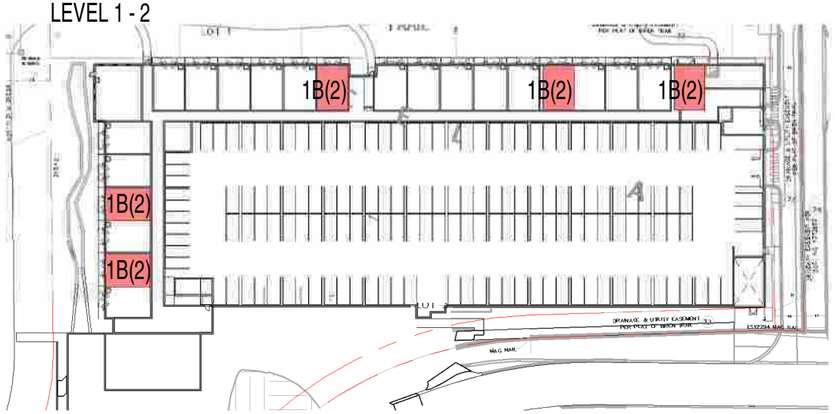


0' 40' 80' 160' 240'

N

14 AFFORDABLE UNITS

LEVEL 1 - 2



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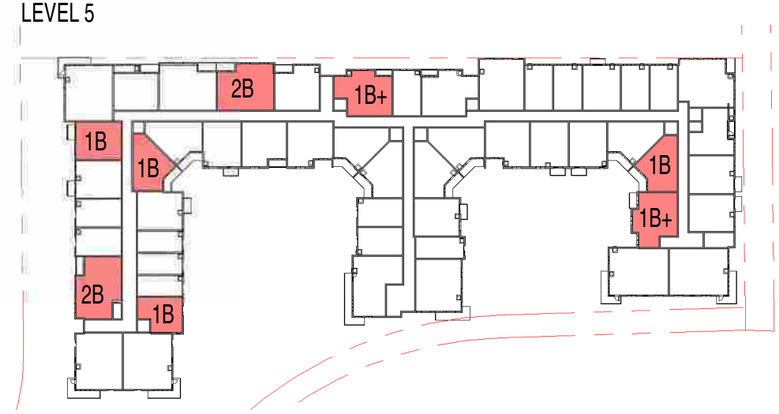
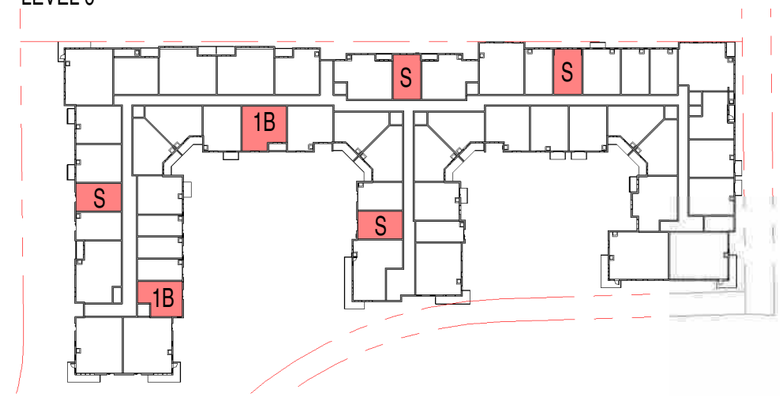


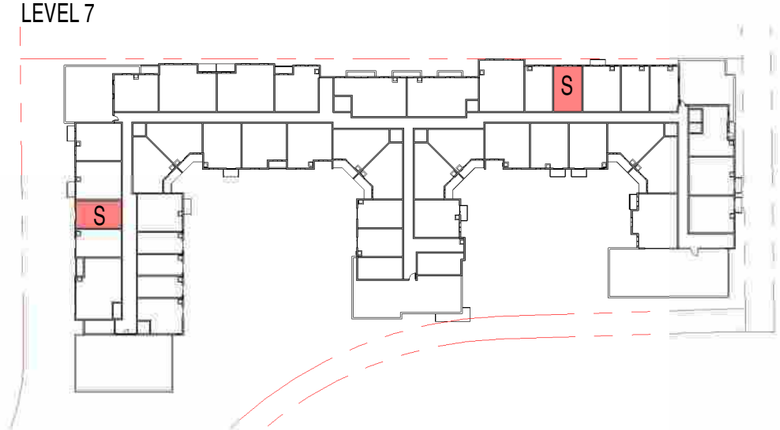
LEVEL 3

LEVEL 6



LEVEL 4

LEVEL 7



AFFORDABLE UNIT DISPERSAL DATA						
	S	1B	1B(2LVL)	1B+	2B	TOTAL
LEVEL 1-2			5			5
LEVEL 3	6	8			3	17
LEVEL 4	6	8		2	1	17
LEVEL 5		4		2	2	8
LEVEL 6	4	2				6
LEVEL 7	2					2
TOTAL	**18**	**22**	**5**	**4**	**6**	**55**
TOTAL BLDG UNIT	65	127	21	21	41	**275**
% AFFORD BY TYPE	28%	17%	24%	19%	15%	**20%**

PROPERTY DESCRIPTION

The following description was provided in First American Title Insurance Company Commitment No. 603075 which has an effective date of December 19, 2019 at 7:00 A.M.

Parcel 1:
Lot 3, Block 1, Bren Trail, Hennepin County, Minnesota
Together with the benefits contained in Declaration of Reciprocal Easements dated May 11, 2010, filed May 12, 2010 as Document Number 9511555.

Parcel 2:
Lot 1, Block 1, Bren Trail, Hennepin County, Minnesota.
Together with the benefits contained in Declaration of Reciprocal Easements dated May 11, 2010, filed May 12, 2010 as Document Number 9511555.

Parcel 3:
Lot 2, Block 1, Bren Trail, Hennepin County, Minnesota.
Together with the benefits contained in Declaration of Reciprocal Easements dated May 11, 2010, filed May 12, 2010 as Document Number 9511555.

Abstract Property

NOTES CORRESPONDING TO SCHEDULE B - 2

Items corresponding to Schedule B Section 2 as provided in First American Title Insurance Company Commitment No. 603075 which has an effective date of December 19, 2019 at 7:00 A.M.

Items 1–11 are not survey related and are not addressed herein.

Item 12. Drainage and utility easements over the subject property as shown on the recorded plat.
Note: Resolution filed April 10, 2019 as Document Number A10649399. – SAID EASEMENTS ARE SHOWN HEREON.

Item 13. Subject to a bituminous trail over a northerly portion of the subject property as shown by available maps.
No easement appears of record. – SAID EASEMENTS ARE SHOWN HEREON.

Item 14. Easement for construction, maintenance and operation of a driveway as contained in Warranty Deed dated April 25, 1978, filed April 26, 1978 as Document Number 4372853.
Note: Subordination of Driveway Easement dated April 27, 2010, filed May 12, 2010 as Document Number 9511553. (Parcel 1) – SAID EASEMENTS ARE SHOWN HEREON.

Item 15. Declaration of Development Standards and Protective Covenants dated December 26, 1995, filed February 16, 1996 as Document Number 6539945. – SAID EASEMENTS ARE SHOWN HEREON

Item 16. Grant of Easement in favor of the City of Minnetonka, a Minnesota municipal corporation, dated May 11, 2010, filed May 12, 2010 as Document Number A9511554. – SAID EASEMENTS ARE SHOWN HEREON.

Item 17. Declaration of Reciprocal Easements dated May 11, 2010, filed May 12, 2010 as Document Number A9511555. – SAID EASEMENTS ARE SHOWN HEREON.

Item 18. Temporary Construction Easement in Order dated September 27, 2018, filed October 30, 2018 as Document Number A10606457. – SAID EASEMENTS ARE SHOWN HEREON.

Item 19. Easement in favor of Metropolitan Council dated November 9, 2018, filed November 19, 2018 as Document Number A10613371. – SAID EASEMENTS ARE SHOWN HEREON.

Item 20. Easement Agreement in favor of Metropolitan Council dated November 9, 2018, filed November 19, 2018 as Document Number A10613378. (part Parcel 3) – SAID EASEMENTS ARE SHOWN HEREON.

TABLE "A" OPTIONAL ITEMS

1. *Property corner markers were placed or found as shown*
2. *Property addresses: 10400, 10500, 10550 Bren Road East, Minnetonka, MN.*
3. *Flood zone classification: this property is located in Zone X according to FEMA Flood Insurance Rate Map Number 27053C0343F which has an effective date of 11/6/2016.*
4. *Gross land area: 169,576 sq. ft. (3.893 acres)*

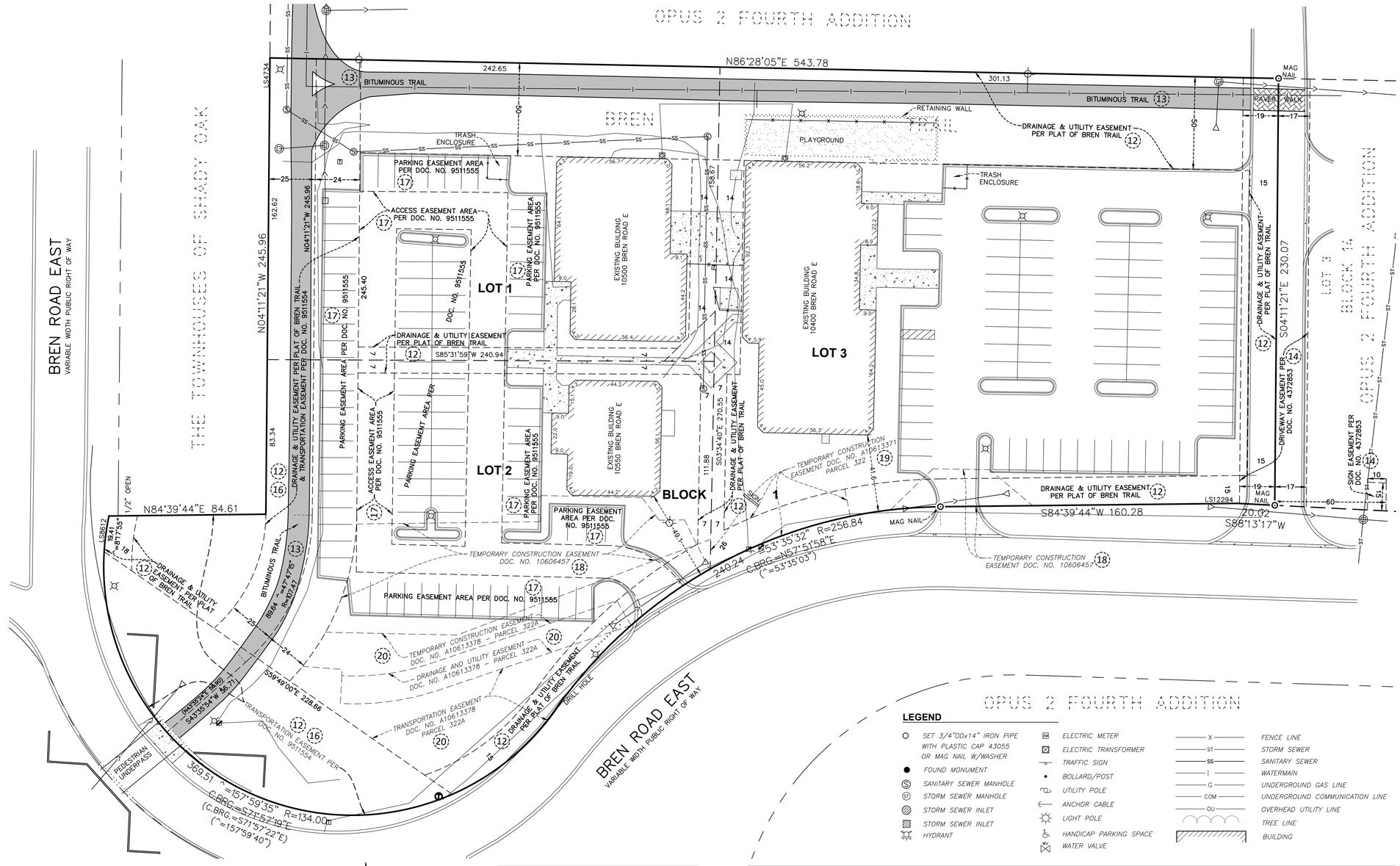
6a. *Zoning Information: There were no zoning reports or letters provided to the surveyor.*

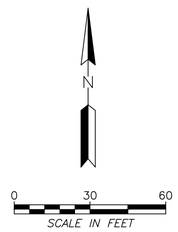
7a. *Exterior building dimensions shown are the exterior facade at chest height. underground footings and foundations and roof lines/eaves may extend outside the building lines shown.*

8. *The surveyor has made their best effort to depict all above ground visible features hereon.*
9. *There are 168 standard and 3 handicap parking spaces on the subject property.*

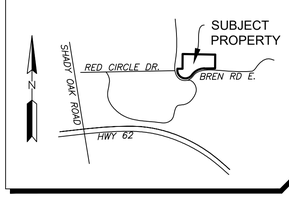
16. *The westerly corner of the site is under construction of a light rail line.*

19. *All plottable offsite easements provided in the title commitment are shown hereon.*





VICINITY MAP



LEGEND

- SET 3/4"ODx14" IRON PIPE WITH PLASTIC CAP 43055 OR MAG NAIL W/WASHER
- FOUND MONUMENT
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- STORM SEWER INLET
- STORM SEWER INLET
- HYDRANT
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- TRAFFIC SIGN
- BOLLARD/POST
- UTILITY POLE
- ANCHOR CABLE
- LIGHT POLE
- HANDICAP PARKING SPACE
- WATER VALVE
- FENCE LINE
- STORM SEWER
- SANITARY SEWER
- WATERMAIN
- UNDERGROUND GAS LINE
- UNDERGROUND COMMUNICATION LINE
- OVERHEAD UTILITY LINE
- TREE LINE
- BUILDING

CERTIFICATION

To: First American Title Insurance Company: This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 6a, 7a, 8, 9, 13 and 16 of Table A thereof.

Date of fieldwork: 1/8/2021

REVIEW COPY

Chris Ambourn, MN. License 43055 — *1/12/2021* *Date*

STATEMENT OF POSSIBLE ENCROACHMENTS

The following possible encroachment notes are intended to draw the users attention only, the surveyor does not guarantee that the items noted below are in fact encroachments or that all possible encroachments are shown hereon.

1. *NONE OBSERVED*
2.

GENERAL NOTES

1. *Bearings shown hereon are based on the Hennepin County Coordinate System relative to the NAD83(86) control adjustment.*

WENCK ASSOCIATES
Responsive partner. Exceptional outcomes.
2080 WOODDALE DRIVE
WOODBURY, MN 55125
Ph: 651-395-5212

CLIENT NAME: LINDEN STREET PARTNERS

PROJECT TITLE: ALTA/NSPS LAND TITLE SURVEY

DWN BY	CHK'D	APP'D	DWG DATE	SEE CERT.
CNA	XXX	XXX	SCALE	SEE SCALE BAR

PROJECT NO. 8591-20-500 — SHEET NO. 1 OF 1

Plot Date & Time: 12 January 2021 3:03 PM

M:\8591 LINDEN STREET PARTNERS\20-500 BREN ROAD\A_SURVEY\CAD\8591-20-500 dtm.dwg

PRELIMINARY SITE CONSTRUCTION PLANS

FOR

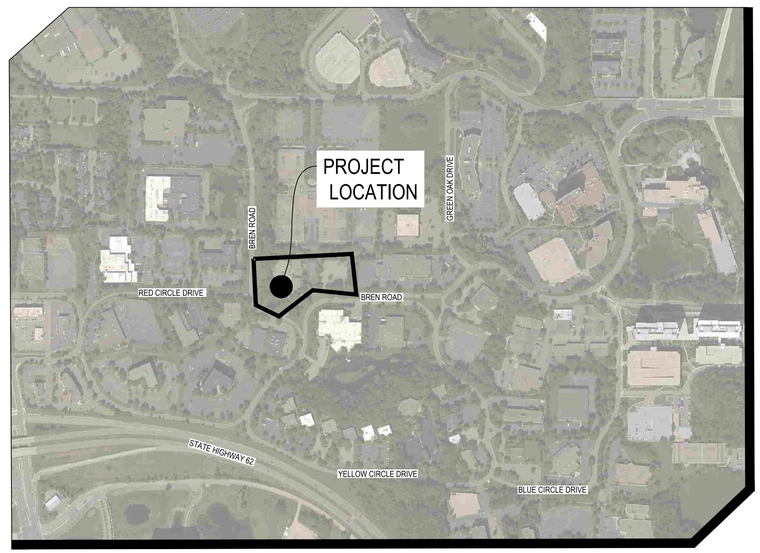
MINNETONKA STATION

10400, 10500, 10550 BREN RD, MINNETONKA, MINNESOTA
JANUARY 2021

DEVELOPER
MINNETONKA MULTIFAMILY 1, LLC
808 PENN AVE SUITE 300
PITTSBURGH, PA 15222
(P) - 415-912-0921
CONTACT SCOTT RICHARDSON / JEFF MCMAHON

ENGINEER
WENCK
WENCK ASSOCIATES, INC.
7500 OLSON MEMORIAL HIGHWAY
GOLDEN VALLEY, MN 55359
(E) - DLAVENDER@WENCK.COM
CONTACT: DAN LAVENDER, P.E.

ARCHITECT
BKV GROUP
BKV
222 NORTH 2ND ST #101
MIINNESPOLIS, MN 55401
(P) - 612-790-0162
CONTACT: ROB EWERT, AIA



VICINITY MAP
NOT TO SCALE

PROJECT LOCATION
CITY: MINNETONKA
COUNTY: HENNEPIN

GRAPHIC SCALE
60 0 60 120
(IN FEET)
1 inch = 60 ft.

THIS PLANSET CONTAINS 11 SHEETS

SHEET INDEX

SHEET NUMBER	SHEET TITLE
C-001	COVER SHEET
C-003	EXISTING CONDITIONS
C-004	TREE SURVEY
C-005	REMOVALS AND PRE CONSTRUCTION EROSION CONTROL PLAN
C-101	SITE PLAN
C-201	POST CONSTRUCTION EROSION CONTROL PLAN
C-202	SWPPP
C-301	GRADING PLAN
C-401	UTILITY PLAN
C-501	STORM SEWER PLAN
C-601	PAVING PLAN

SHEETS C-002 AND C-801 WILL BE ADDED TO THE SET AT A FUTURE DATE.

WARNING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
TWIN CITY AREA: 651-454-0002
TOLL FREE 1-800-252-1166

WENCK
7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-252-6800
FAX: 952-831-1268
WWW.WENCK.COM

CLIENT:
MINNETONKA MULTIFAMILY 1, LLC

PROJECT TITLE:
MINNETONKA STATION
CITY OF MINNETONKA
HENNEPIN COUNTY, MINNESOTA

DATE:	DESCRIPTION:	ISSUE NO.:
09/11/2020	CONCEPT REVIEW SUBMITTAL	1
11/25/2020	CITY SUBMITTAL	2
01/22/2021	CITY RESUBMITTAL	3

CERTIFICATION:
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.

NOT FOR CONSTRUCTION

LICENSE NO.:
DATE:

PROJECT NO.: 008591-20-500

DWN BY:	CHK'D BY:	APP'D BY:
JTP	JRA	DML

ISSUE DATE: 01/22/2021
ISSUE NO.: 3
SHEET TITLE: COVER SHEET
SHEET NO.: C-001

1/22/2021 8:54:09 AM
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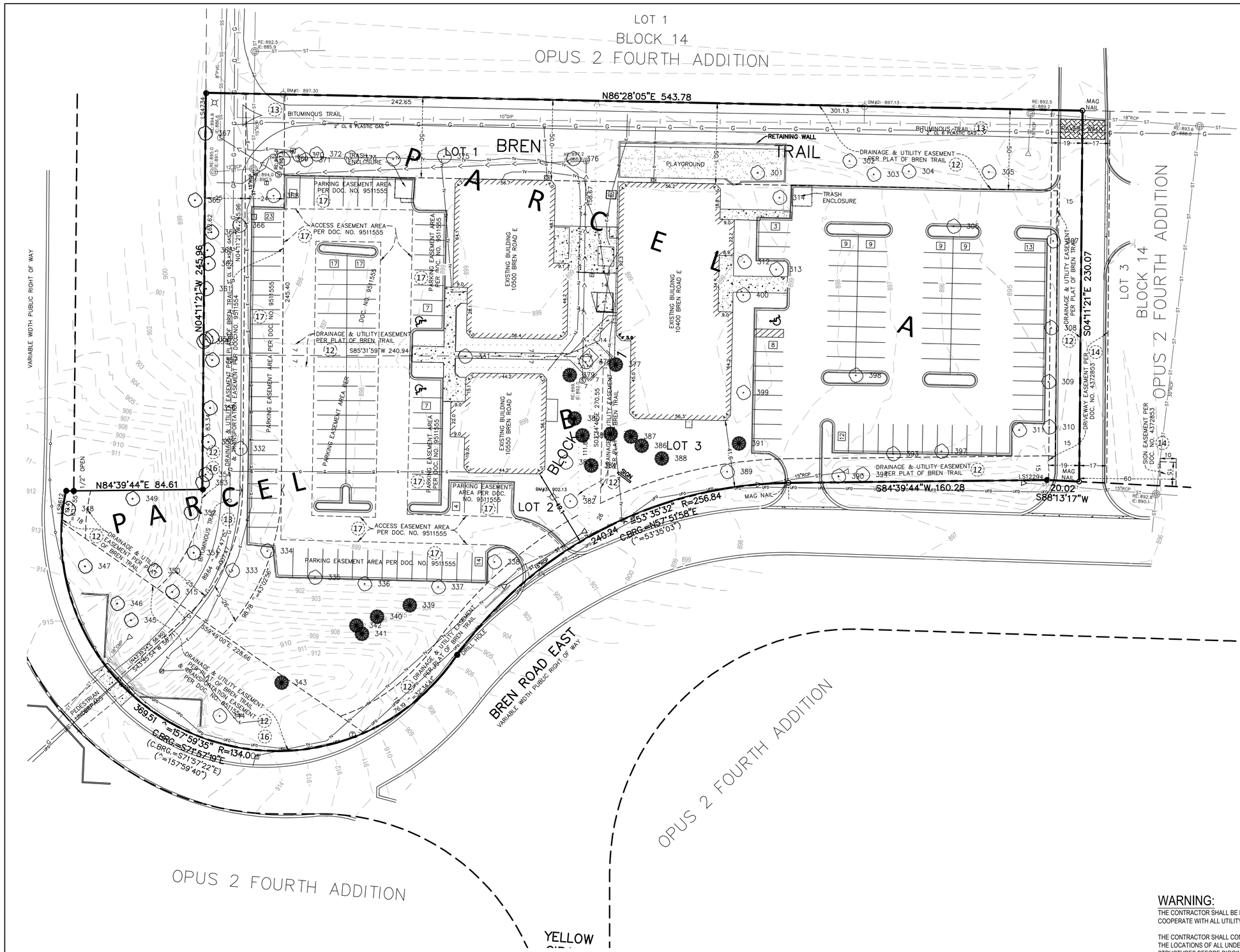

N

0 30 60
GRAPHIC SCALE IN FEET

LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING FENCE LINE
- EXISTING RETAINING WALL LINE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- EXISTING UNDERGROUND GAS LINE
- EXISTING UNDERGROUND COMMUNICATION LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING EDGE OF GRAVEL
- EXISTING CURB AND GUTTER
- EXISTING ROAD CENTERLINE
- EXISTING CONCRETE SURFACE
- EXISTING ASPHALT SURFACE
- EXISTING BUILDING
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING SANITARY MANHOLE
- EXISTING STORM SEWER MANHOLE
- EXISTING STORM SEWER INLET
- EXISTING STORM SEWER INLET
- EXISTING FLARED END SECTION
- EXISTING CURB STOP
- EXISTING HYDRANT
- EXISTING WATER VALVE
- EXISTING TELEPHONE MANHOLE
- EXISTING GAS MARKER
- EXISTING ELECTRIC MANHOLE
- EXISTING SIGN
- EXISTING BOLLARD/POST
- EXISTING UTILITY POLE
- EXISTING LIGHT POLE
- EXISTING DECIDUOUS TREE
- EXISTING CONIFEROUS TREE
- EXISTING SHRUB/BUSH
- EXISTING HANDICAP PARKING SPACE
- EXISTING HAND HOLE

WARNING:

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CALL BEFORE YOU DIG

GOPHER STATE ONE CALL

TWIN CITY AREA: 651-454-0002
TOLL FREE 1-800-252-1166

WENCK
7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-252-6800
FAX: 952-831-1268
WWW.WENCK.COM

CLIENT:
MINNETONKA MULTIFAMILY 1, LLC

PROJECT TITLE:
MINNETONKA STATION
CITY OF MINNETONKA
HENNEPIN COUNTY, MINNESOTA

ISSUE NO.:	DESCRIPTION:	DATE:
1	CONCEPT REVIEW SUBMITTAL	09/11/2020
2	CITY SUBMITTAL	11/25/2020
3	CITY RESUBMITTAL	01/22/2021

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NOT FOR CONSTRUCTION

LICENSE NO.:
DATE:

PROJECT NO.: 008591-20-500

DWN BY:	CHK'D BY:	APP'D BY:
JTP	JRA	DML

ISSUE DATE: 01/22/2021
ISSUE NO.: 3
SHEET TITLE: EXISTING CONDITIONS
SHEET NO.: C-003

1/22/2021 8:54:26 AM
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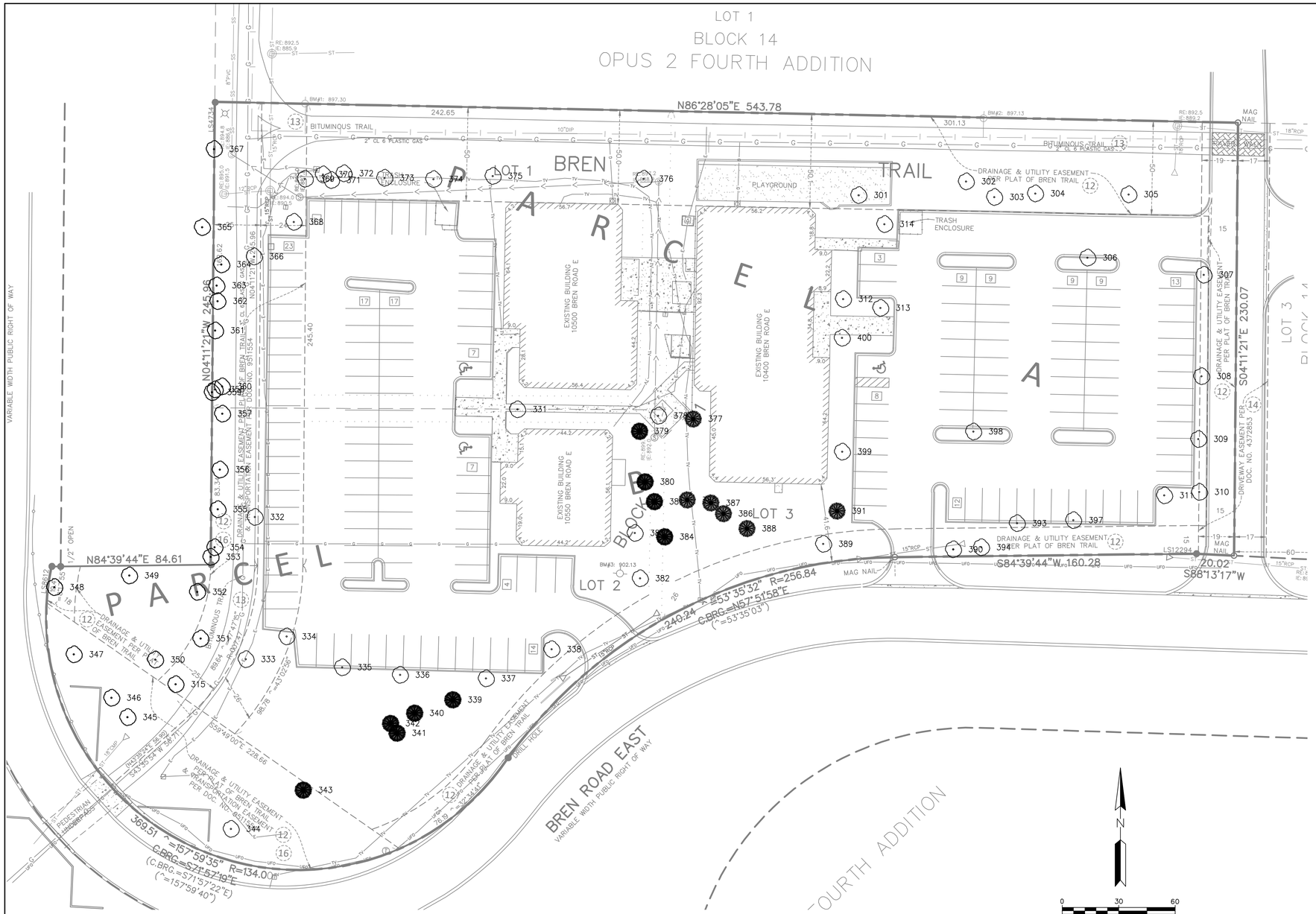

TREE PRESERVATION SUMMARY	TREE COUNT	DECID. DBH TOTAL (IN)	CONIF. HEIGHT TOTAL (FT)
EXISTING TREES	82	994	580
TREES TO PRESERVE TOTAL	23	357	0
HIGH PRIORITY TOTAL	18	59	580
HIGH PRIORITY REMOVAL	16	20	580
HP MITIGATION RATE	--	20	580
SIGNIFICANT TREE TOTAL	50	847	0
SIGNIFICANT TREE REMOVAL	37	590	0
SIGNIFICANT MITIGATION RATE	37	74	0

LEGEND

CONIFEROUS TREE

DECIDUOUS TREE

NOTES

1. SEE SHEET C-002 FOR ADDITIONAL NOTES AND REQUIREMENTS
2. SEE SHEET C-006 FOR TREE REMOVAL LOCATIONS
3. SEE LANDSCAPE PLAN FOR TREE REPLACEMENT PLAN

TagID	Species	Common Name	Condition	DBH (in)	Approx. Ht (ft)	Status	Category	Comments
301	malus sp.	Crabapple	live	10		Remove	Significant	
302	malus sp.	Crabapple	live	26		Remove	Significant	Multi-stem
303	malus sp.	Crabapple	live	5		Remove		
304	celtis occidentalis	Hackberry	live	13		Remove	Significant	
305	fraxinus pennsylvanica	Green ash	live	12		Remove	Significant	
306	fraxinus pennsylvanica	Green ash	live	7		Remove		
307	fraxinus pennsylvanica	Green ash	live	12		Remove	Significant	
308	fraxinus pennsylvanica	Green ash	live	10		Remove	Significant	
309	fraxinus pennsylvanica	Green ash	live	17		Remove	Significant	Multi-stem
310	fraxinus pennsylvanica	Green ash	live	16		Remove	Significant	
311	malus sp.	Crabapple	live	18		Remove	Significant	Multi-stem
312	fraxinus pennsylvanica	Green ash	live	11		Remove	Significant	
313	fraxinus pennsylvanica	Green ash	live	6		Remove		
314	fraxinus pennsylvanica	Green ash	live	14		Remove	Significant	
315	acer negundo	Boxelder	live	15		Preserve	Significant	Multi-stem
331	malus sp.	Crabapple	live	14		Remove	Significant	Multi-stem
332	malus sp.	Crabapple	dying	9		Remove		
333	fraxinus pennsylvanica	Green ash	live	20		Remove	Significant	
334	fraxinus pennsylvanica	Green ash	live	14		Remove	Significant	
335	fraxinus pennsylvanica	Green ash	live	14		Remove	Significant	
336	fraxinus pennsylvanica	Green ash	live	17		Remove	Significant	
337	celtis occidentalis	Hackberry	live	11		Remove	Significant	
338	fraxinus pennsylvanica	Green ash	live	18		Remove	Significant	
339	picea abies	Norway spruce	live	10	35	Remove	High Priority	
340	picea abies	Norway spruce	live	10	30	Remove	High Priority	
341	picea abies	Norway spruce	live	11	40	Remove	High Priority	
342	picea abies	Norway spruce	live	11	40	Remove	High Priority	
343	pinus nigra	Austrian pine	live	16	35	Remove	High Priority	
344	fraxinus pennsylvanica	Green ash	live	21		Remove	Significant	
345	tilia americana	Basswood	live	11		Preserve	Significant	
346	prunus serotina	Black cherry	live	10		Preserve	Significant	
347	ulmus americana	American elm	live	7		Preserve		
348	ulmus americana	American elm	live	9		Preserve	Significant	
349	celtis occidentalis	Hackberry	live	22		Preserve	High Priority	
350	ulmus americana	American elm	live	6		Preserve		
351	acer saccharinum	Silver maple	live	42		Preserve	Significant	Multi-stem
352	ulmus americana	American elm	live	7		Preserve		
353	ulmus americana	American elm	live	6		Preserve		
354	acer saccharinum	Silver maple	live	58		Preserve	Significant	Multi-stem
355	ulmus americana	American elm	live	6		Preserve		
356	fraxinus pennsylvanica	Green ash	live	27		Preserve	Significant	Multi-stem
357	ulmus americana	American elm	live	8		Preserve	Significant	
358	fraxinus pennsylvanica	Green ash	live	11		Preserve	Significant	
359	fraxinus pennsylvanica	Green ash	live	9		Preserve	Significant	

TagID	Species	Common Name	Condition	DBH (in)	Approx. Ht (ft)	Status	Category	Comments
360	fraxinus pennsylvanica	Green ash	live	13		Preserve	Significant	Multi-stem
361	ulmus americana	American elm	live	7		Preserve		
362	ulmus americana	American elm	live	15		Preserve	Significant	Multi-stem
363	fraxinus pennsylvanica	Green ash	live	7		Preserve		
364	tilia americana	Basswood	live	17		Preserve	High Priority	Multi-stem
365	fraxinus pennsylvanica	Green ash	live	26		Preserve	Significant	Multi-stem
366	fraxinus pennsylvanica	Green ash	live	15		Remove	Significant	
367	fraxinus pennsylvanica	Green ash	live	18		Preserve	Significant	
368	acer saccharinum	Silver maple	live	21		Remove	Significant	
369	acer ginnala	Amur maple	live	5		Remove		
370	acer ginnala	Amur maple	live	5		Remove		
371	acer ginnala	Amur maple	live	5		Remove		
372	fraxinus pennsylvanica	Green ash	live	12		Remove	Significant	
373	fraxinus pennsylvanica	Green ash	live	10		Remove	Significant	
374	fraxinus pennsylvanica	Green ash	live	13		Remove	Significant	
375	fraxinus pennsylvanica	Green ash	live	15		Remove	Significant	
376	fraxinus pennsylvanica	Green ash	live	15		Remove	Significant	
377	picea abies	Norway spruce	live	13	40	Remove	High Priority	
378	fraxinus pennsylvanica	Green ash	live	13		Remove	Significant	
379	picea pungens	Blue spruce	live	14	40	Remove	High Priority	
380	picea pungens	Blue spruce	live	14	40	Remove	High Priority	
381	picea pungens	Blue spruce	live	13	40	Remove	High Priority	
382	acer saccharinum	Silver maple	live	19		Remove	Significant	
383	acer saccharinum	Silver maple	live	16		Remove	Significant	Multi-stem
384	picea pungens	Blue spruce	live	11	30	Remove	High Priority	
385	picea pungens	Blue spruce	live	9	40	Remove	High Priority	
386	picea pungens	Blue spruce	live	12	40	Remove	High Priority	
387	picea abies	Norway spruce	live	13	45	Remove	High Priority	
388	picea pungens	Blue spruce	live	10	35	Remove	High Priority	
389	fraxinus pennsylvanica	Green ash	live	31		Remove	Significant	Multi-stem
391	quercus macrocarpa	Bur oak	live	20		Remove	High Priority	
392	picea pungens	Blue spruce	live	17	50	Remove	High Priority	
393	fraxinus pennsylvanica	Green ash	live	14		Remove	Significant	
394	quercus macrocarpa	Bur oak	live	13		Remove	Significant	
397	fraxinus pennsylvanica	Green ash	live	46		Remove	Significant	
398	fraxinus pennsylvanica	Green ash	live	9		Remove	Significant	
399	fraxinus pennsylvanica	Green ash	live	10		Remove	Significant	
400	fraxinus pennsylvanica	Green ash	live	15		Remove	Significant	

WENCK
7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-252-6800
FAX: 952-831-1268
WWW.WENCK.COM

CLIENT:

MINNETONKA MULTIFAMILY 1, LLC

PROJECT TITLE:

MINNETONKA STATION

CITY OF MINNETONKA
HENNEPIN COUNTY, MINNESOTA

ISSUE NO:	DATE:	DESCRIPTION:
1	08/11/2020	CONCEPT REVIEW SUBMITTAL
2	11/25/2020	CITY SUBMITTAL
3	01/22/2021	CITY RESUBMITTAL

CERTIFICATION:

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.

NOT FOR CONSTRUCTION

LICENSE NO.: _____

DATE: _____

PROJECT NO.: 008591-20-500

DWN BY:	CHK'D BY:	APP'D BY:
JTP	JRA	DML

ISSUE DATE: 01/22/2021

ISSUE NO.: 3

SHEET TITLE:

TREE SURVEY

SHEET NO.:

C-004

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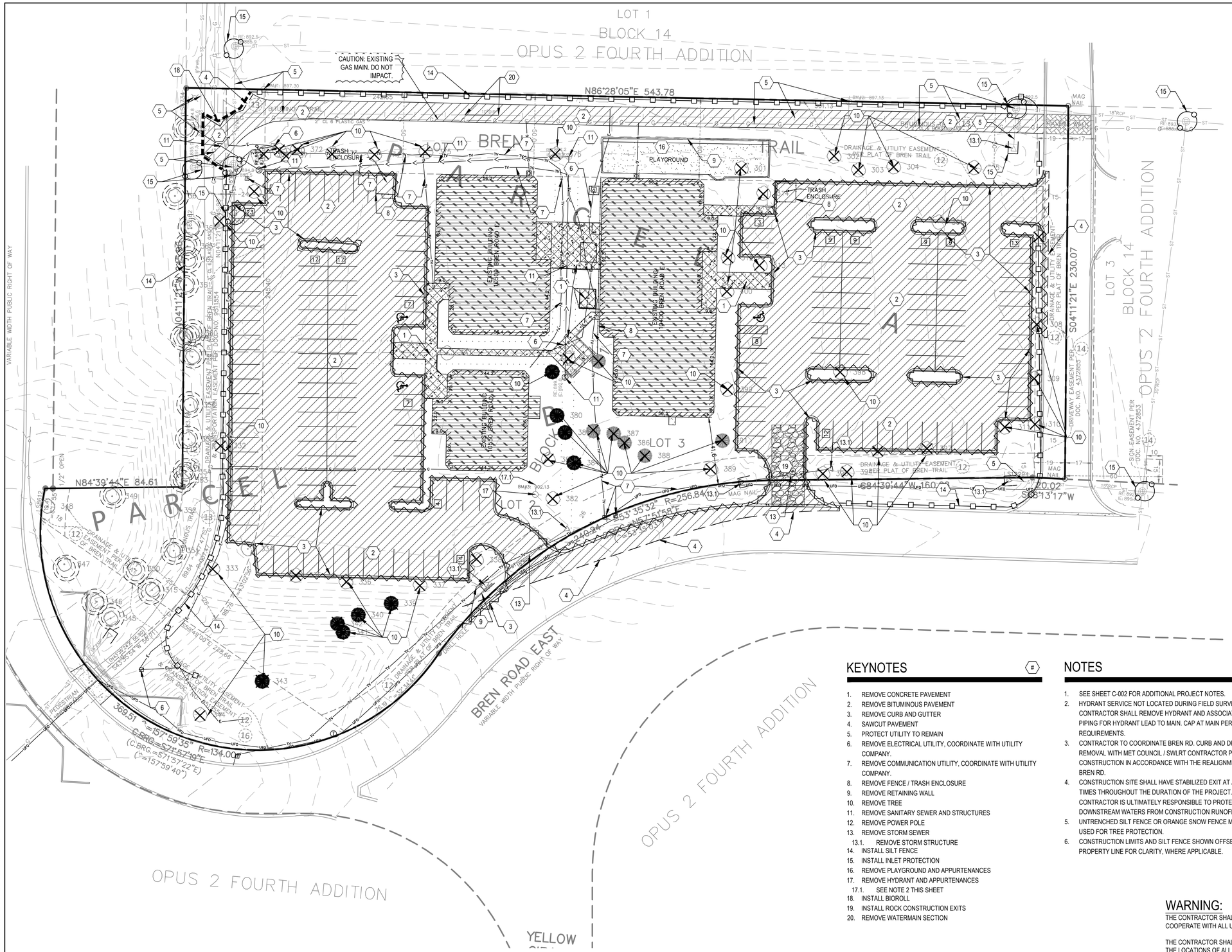


LEGEND

0 30 60
GRAPHIC SCALE IN FEET

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- REMOVE FENCE
- REMOVE GUARD RAIL
- REMOVE RETAINING WALL
- REMOVE STORM SEWER
- REMOVE SANITARY SEWER
- REMOVE WATERMAIN
- REMOVE UNDERGROUND GAS LINE
- REMOVE UNDERGROUND COMMUNICATION LINE
- REMOVE UNDERGROUND ELECTRIC LINE
- REMOVE OVERHEAD UTILITY LINE
- REMOVE BITUMINOUS PAVEMENT
- REMOVE CONCRETE PAVEMENT
- REMOVE GRAVEL SURFACING
- REMOVE BUILDING
- CLEAR AND GRUB AREA
- REMOVE TREE
- REMOVE CURB AND GUTTER
- SAWCUT PAVEMENT
- REMOVE SANITARY MANHOLE
- REMOVE CLEANOUT
- REMOVE STORM SEWER MANHOLE
- REMOVE STORM SEWER INLET
- REMOVE STORM SEWER INLET
- REMOVE FLARED END SECTION
- REMOVE CURB STOP
- REMOVE HYDRANT
- ABANDON WATER WELL
- REMOVE WATER VALVE
- REMOVE GAS MARKER
- REMOVE TELEPHONE MANHOLE
- REMOVE LIGHT POLE
- REMOVE DECIDUOUS TREE
- REMOVE CONIFEROUS TREE
- REMOVE SHRUB/BUSH

KEYNOTES

1. REMOVE CONCRETE PAVEMENT
2. REMOVE BITUMINOUS PAVEMENT
3. REMOVE CURB AND GUTTER
4. SAWCUT PAVEMENT
5. PROTECT UTILITY TO REMAIN
6. REMOVE ELECTRICAL UTILITY, COORDINATE WITH UTILITY COMPANY.
7. REMOVE COMMUNICATION UTILITY, COORDINATE WITH UTILITY COMPANY.
8. REMOVE FENCE / TRASH ENCLOSURE
9. REMOVE RETAINING WALL
10. REMOVE TREE
11. REMOVE SANITARY SEWER AND STRUCTURES
12. REMOVE POWER POLE
13. REMOVE STORM SEWER
    13.1. REMOVE STORM STRUCTURE
14. INSTALL SILT FENCE
15. INSTALL INLET PROTECTION
16. REMOVE PLAYGROUND AND APPURTENANCES
17. REMOVE HYDRANT AND APPURTENANCES
    17.1. SEE NOTE 2 THIS SHEET
18. INSTALL BIOROLL
19. INSTALL ROCK CONSTRUCTION EXITS
20. REMOVE WATERMAIN SECTION

NOTES

1. SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.
2. HYDRANT SERVICE NOT LOCATED DURING FIELD SURVEY. CONTRACTOR SHALL REMOVE HYDRANT AND ASSOCIATED PIPING FOR HYDRANT LEAD TO MAIN. CAP AT MAIN PER CITY REQUIREMENTS.
3. CONTRACTOR TO COORDINATE BREN RD. CURB AND DRIVEWAY REMOVAL WITH MET COUNCIL / SWLRT CONTRACTOR PRIOR TO CONSTRUCTION IN ACCORDANCE WITH THE REALIGNMENT OF BREN RD.
4. CONSTRUCTION SITE SHALL HAVE STABILIZED EXIT AT ALL TIMES THROUGHOUT THE DURATION OF THE PROJECT. CONTRACTOR IS ULTIMATELY RESPONSIBLE TO PROTECT DOWNSTREAM WATERS FROM CONSTRUCTION RUNOFF.
5. UNTRENCHED SILT FENCE OR ORANGE SNOW FENCE MAY BE USED FOR TREE PROTECTION.
6. CONSTRUCTION LIMITS AND SILT FENCE SHOWN OFFSET FROM PROPERTY LINE FOR CLARITY, WHERE APPLICABLE.

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG

GOPHER STATE ONE CALL

TWIN CITY AREA: 651-454-0002
TOLL FREE 1-800-252-1166

WENCK

7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-252-6800
FAX: 952-831-1268
WWW.WENCK.COM

CLIENT:

MINNETONKA MULTIFAMILY 1, LLC

PROJECT TITLE:

MINNETONKA STATION

CITY OF MINNETONKA
HENNEPIN COUNTY, MINNESOTA

ISSUE NO.:	DESCRIPTION:	DATE:
1	CONCEPT REVIEW SUBMITTAL	09/11/2020
2	CITY SUBMITTAL	11/25/2020
3	CITY RESUBMITTAL	01/22/2021

CERTIFICATION:

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.

NOT FOR CONSTRUCTION

LICENSE NO.: _____

DATE: _____

PROJECT NO.: 008591-20-500

DWN BY:	CHK'D BY:	APP'D BY:
JTP	JRA	DML

ISSUE DATE: 01/22/2021

ISSUE NO.: 3

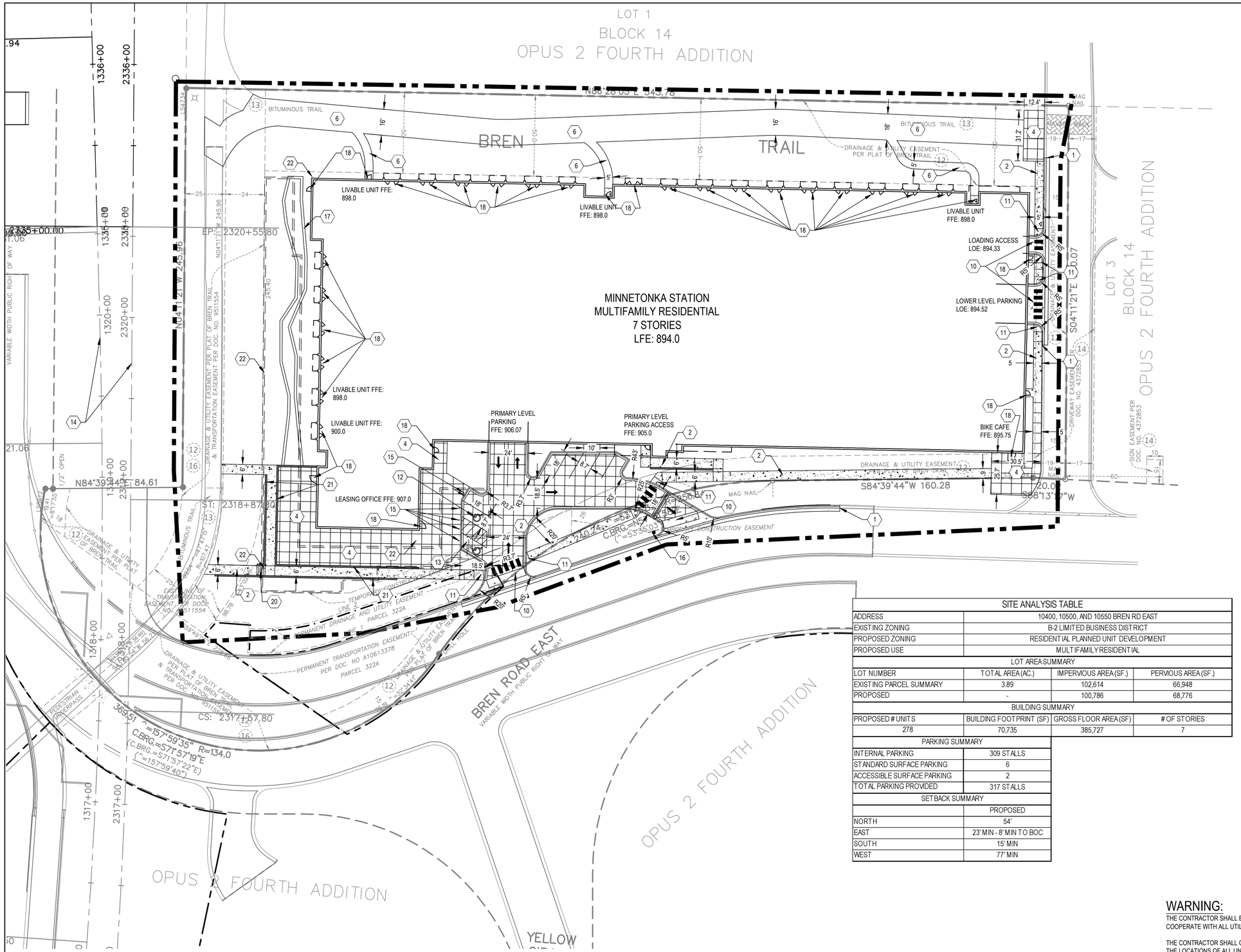
SHEET TITLE:

REMOVALS AND PRE CONSTRUCTION EROSION CONTROL PLAN

SHEET NO.:

C-005

1/22/2021 8:54:58 AM
M:\8591 LINDEN STREET PARTNERS\20-500 BREN ROAD\5_DESIGN\1_CAD\3 PLAN\SHEETS\C-005 REMOVALS AND PRE CONSTRUCTION EROSION CONTROL PLAN.dwg



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- CURB AND GUTTER
- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- CONCRETE PAVERS
- GRASS / LANDSCAPING
- RETAINING WALL [BY OTHERS]
- # PROPOSED PARKING COUNT

NOTES

1. SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.
2. SEE SHEET C-601 FOR PAVING PLAN.
3. DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

KEYNOTES

1. MATCH EXISTING
2. CONCRETE SIDEWALK - SEE SHEET C-601
3. CONCRETE PAVEMENT - SEE SHEET C-601
4. CONCRETE PAVERS - SEE ARCHITECTURAL PLANS
5. BITUMINOUS PAVEMENT - SEE SHEET C-601
6. BITUMINOUS TRAIL - SEE SHEET C-601
7. PATCH BITUMINOUS PAVEMENT - MATCH EXISTING SECTION
8. RIBBON CURB AND GUTTER - SEE SHEET C-601
9. NOT USED
10. CONCRETE DRIVEWAY APRON - SEE SHEET C-601
11. PEDESTRIAN CURB RAMP WITH DETECTABLE WARNING STRIP
12. HANDICAP ACCESSIBLE PARKING STALL WITH ACCESS AISLE AND SIGN
13. VAN ACCESSIBLE PARKING STALL WITH ACCESS AISLE AND SIGN
14. PROPOSED SOUTHWEST LIGHT RAIL TRACKS BY OTHERS
15. BOLLARD - COORDINATE WITH ARCHITECT FOR COLOR AND STYLE
16. STOP SIGN
17. WATER FEATURE - SEE ARCH. / LANDSCAPE PLANS
18. DOOR / PATIO LOCATION [WITH STOOP] - SEE ARCH./STRUC. PLANS
19. NOT USED
20. STAIRS - SEE [ARCH./STRUC. PLANS]
21. RETAINING WALL WITH HANDRAIL - SEE ARCH. /STRUC. PLANS [DESIGN BY OTHERS]
22. UNDERGROUND STORM SYSTEM

SITE ANALYSIS TABLE

ADDRESS	10400, 10500, AND 10550 BREN RD EAST		
EXISTING ZONING	B-2 LIMITED BUSINESS DISTRICT		
PROPOSED ZONING	RESIDENTIAL PLANNED UNIT DEVELOPMENT		
PROPOSED USE	MULTIFAMILY RESIDENTIAL		
LOT AREA SUMMARY			
LOT NUMBER	TOTAL AREA (AC.)	IMPERVIOUS AREA (SF.)	PERVIOUS AREA (SF.)
EXISTING PARCEL SUMMARY	3.89	102,614	66,948
PROPOSED	-	100,786	68,776
BUILDING SUMMARY			
PROPOSED # UNITS	BUILDING FOOTPRINT (SF)	GROSS FLOOR AREA (SF)	# OF STORIES
278	70,735	385,727	7
PARKING SUMMARY			
INTERNAL PARKING	309 STALLS		
STANDARD SURFACE PARKING	6		
ACCESSIBLE SURFACE PARKING	2		
TOTAL PARKING PROVIDED	317 STALLS		
SETBACK SUMMARY			
	PROPOSED		
NORTH	54'		
EAST	23' MIN - 8' MIN TO BOC		
SOUTH	15' MIN		
WEST	77' MIN		

WARNING:

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TOLL FREE 1-800-252-1166

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PHONE: 763-252-6800
FAX: 952-831-1268
WWW.WENCK.COM

CLIENT:
MINNETONKA MULTIFAMILY 1, LLC

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MINNETONKA STATION
CITY OF MINNETONKA
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NOT FOR CONSTRUCTION

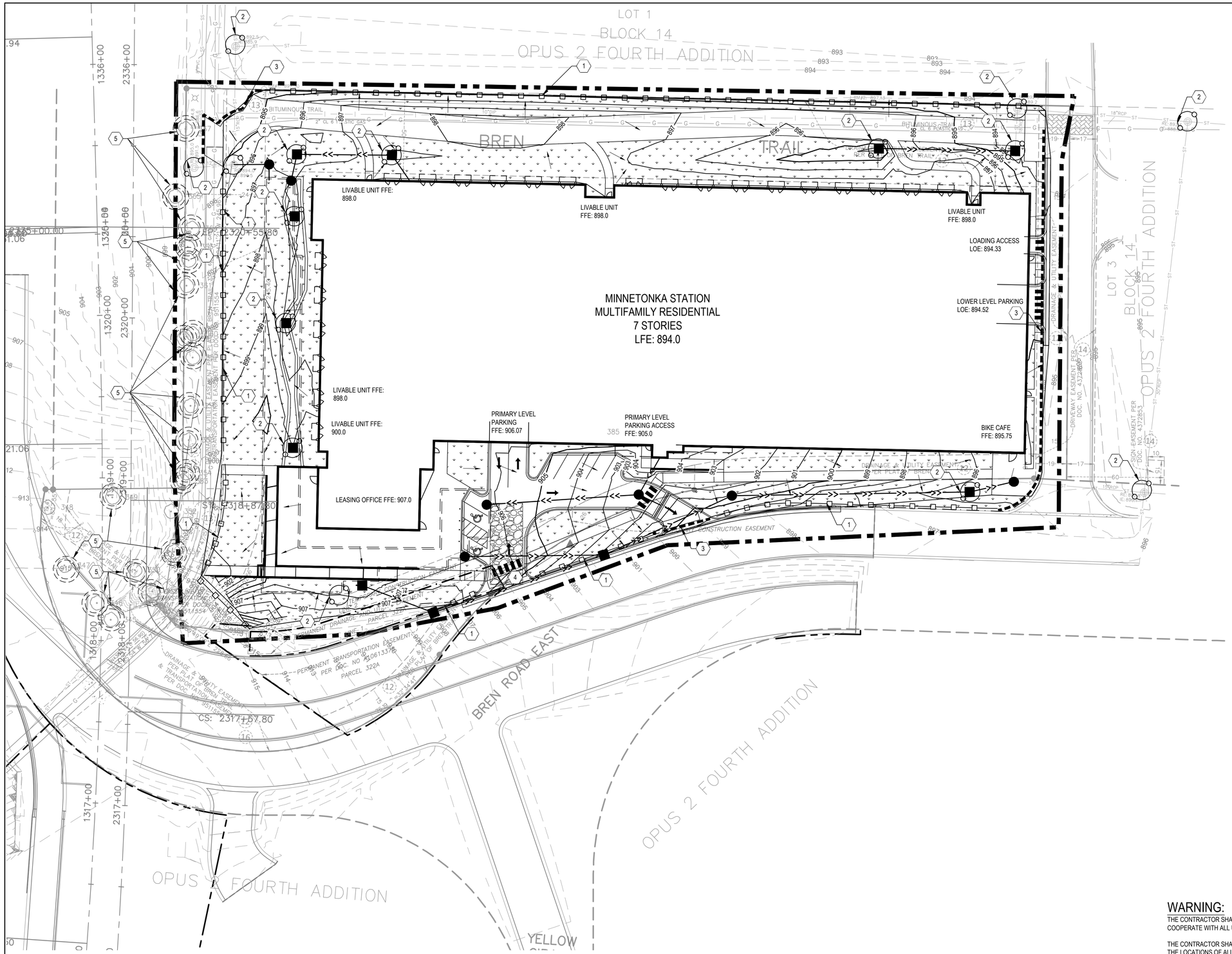
LICENSE NO.:
DATE:

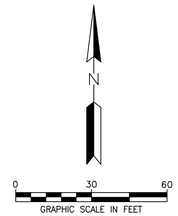
PROJECT NO.: 008591-20-500

DWN BY:	CHK'D BY:	APP'D BY:
JTP	JRA	DML

ISSUE DATE: 01/22/2021
ISSUE NO.: 3
SHEET TITLE: SITE PLAN
SHEET NO.: C-101

1/22/2021 8:55:34 AM
M:\8591 LINDEN STREET PARTNERS\20-500 BREN ROAD\5_DESIGN\1_CAD\3 PLANSHEETS\SITE PLAN.dwg





LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- 901 — PROPOSED MINOR CONTOUR
- 900 — PROPOSED MAJOR CONTOUR
- CONSTRUCTION LIMITS
- STORM SEWER
- STORM MANHOLE
- STORM CATCH BASIN
- STORM CLEANOUT
- SANITARY MANHOLE
- HYDRANT
- GATE VALVE
- ROCK CONSTRUCTION EXIT
- EROSION CONTROL BLANKET
- SEED [OR SOD]
- SILT FENCE
- BIOLOG
- INLET PROTECTION
- TREE PROTECTION

NOTES

1. SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.
2. CONSTRUCTION SITE SHALL HAVE STABILIZED EXIT AT ALL TIMES THROUGHOUT THE DURATION OF THE PROJECT. CONTRACTOR IS ULTIMATELY RESPONSIBLE TO PROTECT DOWNSTREAM WATERS FROM CONSTRUCTION RUNOFF.
3. UNTRENCHED SILT FENCE OR ORANGE SNOW FENCE MAY BE USED FOR TREE PROTECTION.
4. CONSTRUCTION LIMITS AND SILT FENCE SHOWN OFFSET FROM PROPERTY LINE FOR CLARITY, WHERE APPLICABLE.
5. EROSION CONTROL BLANKET SHALL BE INSTALLED ON ALL SLOPES 4:1 AND STEEPER UPON COMPLETION OF GRADING.

KEYNOTES

1. INSTALL SILT FENCE
2. INSTALL INLET PROTECTION
3. INSTALL BIOROLL
4. INSTALL STABILIZED CONSTRUCTION EXIT
5. INSTALL TREE PROTECTION
6. INSTALL EROSION CONTROL BLANKET

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MINNETONKA MULTIFAMILY 1, LLC

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MINNETONKA STATION

CITY OF MINNETONKA
HENNEPIN COUNTY, MINNESOTA

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NOT FOR CONSTRUCTION

LICENSE NO.: _____

DATE: _____

PROJECT NO.: 008591-20-500

DWN BY:	CHK'D BY:	APP'D BY:
JTP	JRA	DML

ISSUE DATE: 01/22/2021

ISSUE NO.: 3

SHEET TITLE:
POST CONSTRUCTION EROSION CONTROL PLAN

SHEET NO.:
C-201

1/22/2021 8:56:25 AM
M:\8591 LINDEN STREET PARTNERS\20-500 BREN ROAD\5_DESIGN\1_CAD\3 PLANSHEETS\C-201 POST CONSTRUCTION EROSION CONTROL PLAN.dwg

12/22/2021 8:56:26 AM

PROJECT INFORMATION

PROJECT NAME: MINNETONKA STATION
PROJECT LOCATION: 10400 BREN ROAD E, MINNETONKA, MN 55343
PROJECT TYPE: NEW BUILDING CONSTRUCTION TO INCLUDE PARKING AREAS, STORMWATER TREATMENT AREAS, LANDSCAPING, AND MISCELLANEOUS UTILITIES CONSTRUCTION.

TOTAL AREA DISTURBED BY CONSTRUCTION: APPROXIMATELY ±3.27 ACRES. THE TOTAL SITE AREA IS APPROXIMATELY ±3.89 ACRES.
ESTIMATED CONSTRUCTION DATES: SPRING 2021 - SUMMER 2022
CUMULATIVE IMPERVIOUS SURFACE/PERMANENT STORMWATER MANAGEMENT REQUIREMENTS:
THERE IS CURRENTLY APPROXIMATELY ±1.17 ACRES OF EXISTING IMPERVIOUS SURFACE IN THE PROJECT AREA. THE PROPOSED AREA OF IMPERVIOUS IS APPROXIMATELY ±2.31 ACRES RESULTING IN A ±0.05 ACRES NET DECREASE IN IMPERVIOUS SURFACE.

THE SITE ULTIMATELY DRAINS TO , AND IS WITHIN 1 MILE OF, NINE MILE CREEK, WHICH IS LISTED AS AN IMPAIRED WATER FOR AQUATIC LIFE. THERE ARE NO CURRENT EPA APPROVED TMDLS FOR THE WATERBODY.

THE PERMANENT STORMWATER MANAGEMENT SYSTEM WILL CONSIST OF THE CONSTRUCTION OF AN UNDERGROUND STORMWATER RETENTION AND INFILTRATION SYSTEM TO MANAGE RUNOFF FROM ONSITE IMPERVIOUS AREAS. THE PROPOSED UNDERGROUND TREATMENT SYSTEM WILL TIE INTO EXISTING STORM SEWER ON THE WEST PERIMETER OF THE SITE.

PARTY RESPONSIBLE FOR LONG TERM OPERATION AND MAINTENANCE OF THE SITE (OWNER): MINNETONKA MULTIFAMILY 1, LLC
CONTACT: SCOTT RICHARDSON/ JEFF McMAHON
CONTACT PHONE: (415) 912-0921 / (913) 313-8806
CONTACT EMAIL: SCOTT@LINDENSTREETPARTNERS.COM

PARTY RESPONSIBLE FOR IMPLEMENTATION OF THE SWPPP (CONTRACTOR):
TBD - CONTRACTOR SHALL PROVIDE A CHAIN OF RESPONSIBILITY WITH ALL OPERATORS ON THE SITE FOR INCORPORATION INTO THIS SWPPP DOCUMENT TO ENSURE THAT THE SWPPP WILL BE IMPLEMENTED AND STAY IN EFFECT UNTIL THE CONSTRUCTION PROJECT IS COMPLETE (THROUGH FINAL STABILIZATION AND NOT SUBMITTAL). CONTRACTOR SHALL ALSO PROVIDE DOCUMENTATION OF PERSONNEL TRAINING IN ACCORDANCE WITH THE PERMIT FOR INCORPORATION INTO THIS SWPPP DOCUMENT AS SOON AS THE PERSONNEL FOR THE PROJECT HAVE BEEN DETERMINED. CONTRACTOR IS RESPONSIBLE FOR KEEPING A FINAL SWPPP DOCUMENT, CONTAINING THE INFORMATION REQUIRED ABOVE, AT THE CONSTRUCTION SITE FOR THE DURATION OF THE PROJECT.

SWPPP DOCUMENTS

THE SWPPP IS COMPOSED OF, BUT NOT LIMITED TO, THE BELOW PROJECT DOCUMENTS. THESE DOCUMENTS SHALL BE KEPT ON THE PROJECT SITE AT ALL TIMES THROUGHOUT CONSTRUCTION. THE SWPPP SHALL BE AMENDED BY THE PERSON RESPONSIBLE TO INCLUDE ANY DOCUMENTS NECESSARY TO ENSURE ADHERENCE TO THE GENERAL PERMIT.

THE MINNETONKA STATION CIVIL CONSTRUCTION DRAWINGS BY WENCK ASSOCIATES DATED 2020
THE MARINER APARTMENTS STORMWATER MANAGMENT PLAN BY WENCK ASSOCIATES DATED 2020
THE MINNETONKA STATION GEOTECHNICAL REPORT BY BRAUN INTERTEC DATED NOVEMBER 2020

RECORD RETENTION - THE SWPPP, ALL CHANGES TO IT, AND INSPECTION AND MAINTENANCE RECORDS MUST BE KEPT ON-SITE DURING CONSTRUCTION; THE CONSTRUCTION DRAWINGS ARE INCORPORATED HEREIN BY REFERENCE, AND A COPY OF THE PLAN SET SHOULD BE KEPT ON-SITE WITH THE SWPPP RECORDS. THE OWNER MUST RETAIN A COPY OF THE SWPPP ALONG WITH THE FOLLOWING RECORDS FOR THREE (3) YEARS AFTER SUBMITTAL OF THE NOTICE OF TERMINATION:
1. ANY OTHER PERMITS REQUIRED FOR THE PROJECT;
2. RECORDS OF ALL INSPECTION AND MAINTENANCE CONDUCTED DURING CONSTRUCTION;
3. ALL PERMANENT OPERATIONS AND MAINTENANCE AGREEMENTS THAT HAVE BEEN IMPLEMENTED, INCLUDING ALL RIGHT OF WAY, CONTRACT, COVENANTS AND OTHER BINDING REQUIREMENTS REGARDING PERPETUAL MAINTENANCE; AND
4. ALL REQUIRED CALCULATIONS FOR DESIGN OF THE TEMPORARY AND PERMANENT STORMWATER MANAGEMENT SYSTEMS.

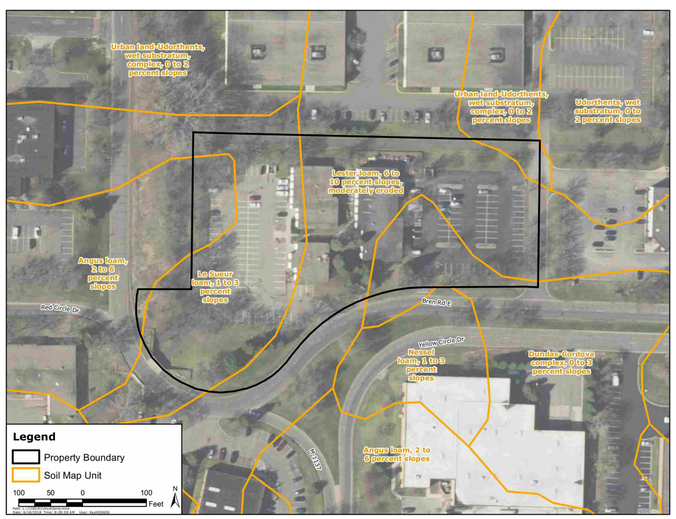
ESTIMATED BMP QUANTITIES AND INSTALLATION SCHEDULE

THE ADJACENT TABLE INDICATES THE ESTIMATED MATERIAL QUANTITIES NECESSARY TO IMPLEMENT THE TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENT CONTROL BMPS IDENTIFIED IN THIS SWPPP AND ON THE CONSTRUCTION DRAWINGS. TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENT CONTROL BMPS WILL BE INSTALLED/CONSTRUCTED WHEN NECESSARY AS CONSTRUCTION ACTIVITIES PROGRESS AND IN ACCORDANCE WITH THE NPDES PERMIT REQUIREMENTS.

SILT FENCE: ±1048 LF
INLET PROTECTION: ±12 EACH
BIOROLL: ±330 LF
TURF ESTABLISHMENT: ±0.96 AC
TREE PROTECTION: ±20 EACH

NOTE: QUANTITIES ON PLAN SUPERCEDES LIST QUANTITIES IN A DISCREPANCY

SOIL MAP



CERTIFICATION

IN ACCORDANCE WITH THE GENERAL PERMIT AUTHORIZATION TO DISCHARGE STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NPDES, THE PREPARER OF THIS DOCUMENT WAS TRAINED UNDER THE UNIVERSITY OF MINNESOTA EROSION AND SEDIMENT CONTROL CERTIFICATION PROGRAM.JACK AMMERMAN'S CERTIFICATION IN DESIGN OF SWPPP IS VALID THROUGH MAY 31, 2021.

EROSION AND SEDIMENT CONTROL

PRIOR TO ANY SITE DISTURBANCE, AND AS REQUIRED AS CONSTRUCTION PROGRESSES, ANY PERMIT REQUIRED EROSION PREVENTION MEASURES AND THE SEDIMENT CONTROL DEVICES (INLET PROTECTION, CONSTRUCTION ENTRANCE, SILT FENCE, EROSION CONTROL BLANKET) SHOWN ON THE CONSTRUCTION DRAWINGS WILL BE INSTALLED AT THE SITE.

ALL EXPOSED SOIL AREAS WITHIN THE CONSTRUCTION LIMITS WILL BE STABILIZED WITHIN 7 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY (WILL NOT RESUME FOR A PERIOD EXCEEDING 7 CALENDAR DAYS) OR PERMANENTLY CEASED. STABILIZATION WILL BE INITIATED IMMEDIATELY. EXPOSED SOIL AREAS MUST HAVE TEMPORARY EROSION PROTECTION (SLASH MULCH, EROSION CONTROL BLANKET, SEED) OR PERMANENT COVER YEAR ROUND.

CONTRACTOR SHALL IMPLEMENT APPROPRIATE CONSTRUCTION PHASING, VEGETATIVE BUFFER STRIPS, HORIZONTAL SLOPE GRADING, AND OTHER CONSTRUCTION PRACTICES THAT MINIMIZE EROSION WHEN PRACTICAL. THE NORMAL WETTED PERIMETER OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH THAT DRAINS WATER FROM A CONSTRUCTION SITE, OR DIVERTS WATER AROUND A SITE, MUST BE STABILIZED WITHIN 200 LINEAL FEET FROM THE PROPERTY EDGE, OR FROM THE POINT OF DISCHARGE TO ANY SURFACE WATER. STABILIZATION MUST BE COMPLETED WITHIN 24 HOURS OF CONNECTING TO A SURFACE WATER. PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS OF CONNECTION TO A SURFACE WATER.

SWPPP IMPLEMENTATION, PHASING, AND SEQUENCE OF CONSTRUCTION

BMP AND EROSION CONTROL INSTALLATION SEQUENCE SHALL BE AS FOLLOWS:
1. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE, CONCRETE WASHOUT CONTAINMENT, AND INSTALL SILT FENCE.
2. INSTALL INLET PROTECTION AT EXISTING STORMWATER CULVERTS AND INLETS.
3. PREPARE TEMPORARY STORAGE, PARKING, AND PHASING AREAS.
4. CONSTRUCT AND STABILIZE DIVERSIONS AND TEMPORARY SEDIMENT TRAPS/BASINS.
5. PERFORM CLEARING AND GRUBBING OF THE SITE, IF APPLICABLE.
6. PERFORM MASS GRADING, ROUGH GRADE TO ESTABLISH PROPOSED DRAINAGE PATTERNS.
7. BEGIN EXCAVATION OF PERMANENT STORMWATER BASIN AREAS. SEE SEQUENCING BELOW FOR ADDITIONAL INFORMATION.
8. START CONSTRUCTION OF THE BUILDING PAD AND STRUCTURES.
9. TEMPORARILY SEED WITH PURE LIVE SEED THROUGHOUT CONSTRUCTION DISTURBED AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE AS REQUIRED BY NPDES PERMIT.

INFILTRATION BASIN SEQUENCING NOTES:

1. CONTRACTOR SHALL STAGE CONSTRUCTION APPROPRIATELY AND INSTALL ALL NECESSARY EROSION CONTROL TO PREVENT SEDIMENT WASHING INTO THE INFILTRATION BASIN.
2. FINAL GRADING OF THE BASIN SHALL BE ACCOMPLISHED USING LOW-IMPACT EARTH MOVING EQUIPMENT TO PREVENT COMPACTION. SMALL TRACKED DOZERS AND SKID STEERS ARE RECOMMENDED.
3. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE INFILTRATION BASIN, THIS MATERIAL WILL NEED TO BE REMOVED PRIOR TO PROCEEDING WITH CONSTRUCTION.
4. INFILTRATION BASIN SHALL BE FREE AND CLEAR OF SEDIMENT UPON FINAL COMPLETION OF CONSTRUCTION.
5. ALL SLOPES WITHIN PERMANENT STORMWATER SYSTEM (INCLUDING SWALES, BASINS, AND PONDS) SHALL BE STABILIZED WITH A EROSION CONTROL BLANKET.
6. THE PROJECT AREA MUST BE STAKED OFF AND MARKED TO KEEP ALL CONSTRUCTION TRAFFIC, EQUIPMENT AND MATERIAL STOCKPILES OUT OF THE PROPOSED INFILTRATION AREAS.
7. INFILTRATION PRACTICES SHALL NOT BE EXCAVATED UNTIL THE CONTRIBUTING DRAINAGE AREAS WITH EXPOSED SOIL HAVE BEEN FULLY STABILIZED AND BITUMINOUS BASE COURSE INSTALLED ON CONTRIBUTING PAVEMENT AREAS. DIVERT UPLAND DRAINAGE AREAS TO PREVENT RUNOFF FROM ENTERING THE EXCAVATED CELL OR INTO THE WORK AREA. DO NOT USE INFILTRATION CELLS AS TEMPORARY SEDIMENT BASINS OR ALLOW CONSTRUCTION RUNOFF INTO THE CELL, WHEN ALTERNATE DRAINAGE ROUTES ARE FEASIBLE.
8. CARE MUST BE TAKEN TO AVOID CONTAMINATION OF INFILTRATION BASIN SOILS WITH SEDIMENT, IN-SITU OR TOPSOIL DURING AND AFTER INSTALLATION. MATERIALS MUST BE SEGREGATED.
9. KEEP INFILTRATION SYSTEMS OFF-LINE BY RESTRICTING STORM WATER INFLOW UNTIL VEGETATION IS WELL ESTABLISHED IN THE CELL AND ALL UP GRADIENT AREAS HAVE BEEN STABILIZED AND IMPERVIOUS SURFACES CLEARED OF CONSTRUCTION SEDIMENT.
10. PROVIDE TOPSOIL AND SEED IN ACCORDANCE WITH THE EROSION CONTROL PLAN, LANDSCAPE PLAN, AND NPDES PERMIT.

SEDIMENT CONTROL PRACTICES MUST MINIMIZE SEDIMENT FROM ENTERING SURFACE WATERS, INCLUDING CURB AND GUTTER SYSTEMS AND STORM SEWER INLETS. THE FOLLOWING MEASURES WILL BE TAKEN AS SEDIMENT CONTROL PRACTICES IN ORDER TO MINIMIZE SEDIMENTS FROM ENTERING SURFACE WATERS:

1. INSTALLATION OF SEDIMENT CONTROL PRACTICES ON ALL DOWN GRADIENT PERIMETERS PRIOR TO LAND DISTURBING ACTIVITIES.
2. SILT FENCING, BIOLOGS, OR OTHER SEDIMENT CONTROL SURROUNDING TEMPORARY SOIL STOCKPILES.
3. VEHICLE TRACKING BMP AT CONSTRUCTION SITE ENTRANCE/EXIT. STREET SWEEPING SHALL BE PERFORMED IF VEHICLE TRACKING BMPS ARE NOT ADEQUATE TO PREVENT SEDIMENT TRACKING. TRACKED SEDIMENT MUST BE REMOVED FROM ALL PAVED SURFACES BOTH ON AND OFFSITE WITHIN 24 HOURS OF DISCOVERY PER THE PERMIT.

THE FOLLOWING GUIDELINES WILL BE USED TO DETERMINE IF POLLUTION CONTROL DEVICES REQUIRE MAINTENANCE, REPAIR, OR REPLACEMENT:

-IF SEDIMENT CONTROL DEVICES SUCH AS SILT FENCE ARE FILLED TO 1/3 THE HEIGHT OF THE FENCE, REMOVE ALL SEDIMENT WITHIN 24 HOURS OF DETECTION OR NOTIFICATION.

-IF INLET PROTECTION DEVICES APPEAR PLUGGED WITH SEDIMENT, ARE FILLED TO 1/3 CAPACITY, OR HAVE STANDING WATER AROUND THEM, REMOVE THE SEDIMENT AND CLEAN OR REPLACE THE FILTER WITHIN 24 HOURS OF DETECTION OR NOTIFICATION.

-IF THE GRAVEL CONSTRUCTION ENTRANCE(S) ARE FILLED WITH SEDIMENT EITHER REPLACE THE ENTRANCE OR ADD ADDITIONAL GRAVEL WITH 24 HOURS OF DETECTION OR NOTIFICATION.

-IF SEDIMENT FROM THE SITE IS OBSERVED ON ADJACENT STREETS OR OTHER PROPERTIES, THE INSPECTOR SHALL IDENTIFY THE SOURCE AND DISCHARGE LOCATION OF THE SEDIMENT AND INSTRUCT TO IMPLEMENT ADDITIONAL EROSION AND SEDIMENT CONTROLS AT THOSE LOCATIONS TO PREVENT FUTURE DISCHARGES.

-IF BUILDING MATERIALS, CHEMICALS, OR GENERAL REFUSE IS BEING USED, STORED, DISPOSED OF, OR OTHERWISE MANAGED INAPPROPRIATELY, CORRECT SUCH DEFECTS WITHIN 24 HOURS OF DETECTION OR NOTIFICATION.

-IF EXCESSIVE SEDIMENTS OR DEBRIS ARE OBSERVED AT THE FLARED END SECTION OUTFALLS, THE INSPECTOR SHALL DETERMINE THE SOURCE AND DISCHARGE LOCATIONS OF SUCH MATERIALS. IF THE DISCHARGE HAS OCCURRED ON THE PROPERTY, REMOVE THE SEDIMENTS AND DEBRIS WITHIN 24 HOURS OF NOTIFICATION AND CORRECT THE SOURCE OF SUCH MATERIALS AS DIRECTED BY THE INSPECTOR

POLLUTION PREVENTION MEASURES

SOLID WASTE
SOLID WASTE, INCLUDING BUT NOT LIMITED TO, COLLECTED ASPHALT AND CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION AND DEMOLITION DEBRIS AND OTHER WASTE MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.

HAZARDOUS MATERIALS
HAZARDOUS MATERIALS, INCLUDING BUT NOT LIMITED TO OIL, GASOLINE, PAINT AND ANY HAZARDOUS SUBSTANCE MUST BE PROPERLY STORED INCLUDING SECONDARY CONTAINMENTS, TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MCPA REGULATIONS.

CONSTRUCTION EQUIPMENT/VEHICLES
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. REASONABLE STEPS TO PREVENT THE DISCHARGE OF SPILLED OR LEAKED CHEMICALS SHALL BE TAKEN. ADEQUATE SUPPLIES MUST BE AVAILABLE AT ALL TIMES TO CLEAN UP DISCHARGED MATERIALS; CONDUCT FUELING IN A CONTAINED AREA UNLESS INFEASIBLE.

CONCRETE WASHOUT AREA
CONCRETE WASHOUT WILL BE PERMITTED ON-SITE; CONTRACTOR SHALL FOLLOW ALL PERMIT REQUIREMENTS FOR CONCRETE WASHOUT. THE CONTRACTOR SHALL PROVIDE EFFECTIVE CONTAINMENT FOR ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OPERATIONS. LIQUID AND SOLID WASHOUT WASTES MUST NOT CONTACT THE GROUND AND THE CONTAINMENT MUST BE DESIGNED TO PROHIBIT RUNOFF FROM THE WASHOUT OPERATIONS/AREAS. LIQUID AND SOLID WASTES MUST BE DISPOSED OF PROPERLY AND IN COMPLIANCE WITH MPCA RULES. A SIGN MUST BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY THAT REQUIRES SITE PERSONNEL TO UTILIZE THE PROPER FACILITIES FOR CONCRETE WASHOUT AND DISPOSAL OF WASHOUT WASTES. CONTRACTOR SHALL REVISE SWPPP TO INDICATE WASHOUT LOCATION ONCE THE LOCATION HAS BEEN DETERMINED.

FERTILIZERS AND LANDSCAPE MATERIALS MUST BE UNDER COVER TO PREVENT THE DISCHARGE OF POLLUTANTS OR PROTECTED BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER.

PORTABLE TOILETS MUST BE POSITIONED SO THAT THEY ARE SECURE AND WILL NOT BE TIPPED OR KNOCKED OVER - SANITARY WASTE MUST BE DISPOSED OF PROPERLY.

GENERAL SWPPP NOTES

DEWATERING IS ANTICIPATED TO BE REQUIRED DURING TRENCHING FOR UTILITY CONSTRUCTION. IN THE EVENT THAT DEWATERING IS NECESSARY CONTRACTOR SHALL COMPLY WITH PERMIT SECTION 10.1 REQUIREMENTS FOR DEWATERING.

THIS SWPPP SHALL BE AMENDED BY THE CONTRACTOR IN ACCORDANCE WITH THE PERMIT AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS PER SECTION 6.1. OF THE PERMIT.

THE PROJECT WILL NOT DISTURB 5 OR MORE ACRES THAT PROMOTE DRAINAGE TO A COMMON LOCATION. THEREFORE A TEMPORARY SEDIMENT BASIN WILL NOT BE REQUIRED. THIS SWPPP SHALL BE AMENDED BY THE CONTRACTOR IN ACCORDANCE WITH THE GENERAL PERMIT TO INCLUDE TEMPORARY SEDIMENTATION BASINS. BASINS SHALL BE DESIGNED TO ACCOMMODATE NO LESS THAN 3,600 CUBIC FEET OF LIVE STORAGE PER ACRE OF CONTRIBUTING DRAINAGE AREA. BASIN OUTLETS SHALL BE DESIGNED TO WITHDRAW WATER FROM THE SURFACE OF THE BASIN, PREVENT SHORT-CIRCUTING AND THE DISCHARGE OF FLOATING DEBRIS. BASINS SHALL HAVE A STABILIZED EMERGENCY OVERFLOW LOCATION AND BE DESIGNED TO PREVENT THE DISCHARGE OF POLLUTANTS TO THE EXTENT PRACTICAL.

FINAL STABILIZATION

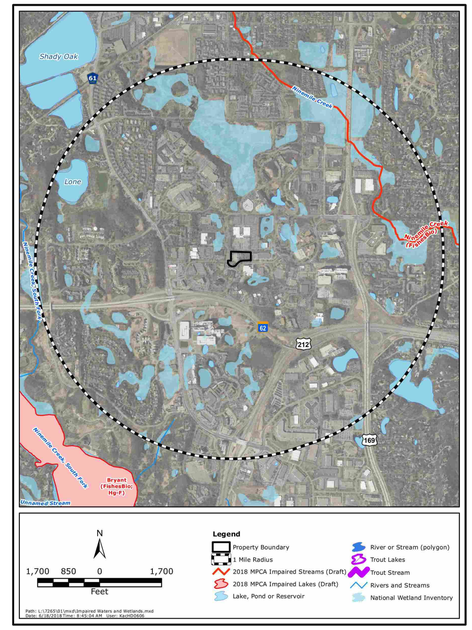
ALL PERVIOUS AREAS DISTURBED BY CONSTRUCTION AS DESIGNATED WILL RECEIVE VEGETATIVE COVER ACCORDING TO THE PLANS AND SPECIFICATIONS AND WITHIN THE SPECIFIED VEGETATIVE TIME SCHEDULE. FINAL STABILIZATION WILL OCCUR WHEN THE SITE HAS A UNIFORM VEGETATIVE COVER WITH A DENSITY OF 70% OVER THE RESTORED PERVIOUS AREAS. ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMPS (SUCH AS SILT FENCE) MUST BE REMOVED AS PART OF THE SITE FINAL STABILIZATION. ALL SEDIMENT MUST BE CLEANED OUT OF CONVEYANCES AND TEMPORARY SEDIMENTATION BASINS IF APPLICABLE. NOTICE OF TERMINATION (NOT) MUST BE SUBMITTED WITHIN 30 DAYS OF FINAL STABILIZATION.

IMPAIRED WATERS, SPECIAL WATERS, AND WETLANDS

THIS PROJECT IS LOCATED WITHIN ONE MILE OF, AND ULTIMATELY DISCHARGES TO, AN IMPAIRED WATER. NINE MILE CREEK IS LOCATED NORTHEAST OF THE PROJECT LOCATION AND IS LISTED AS IMPAIRED FOR AQUATIC LIFE.

THE PROJECT SITE DISCHARGES TO AN UNDERGROUND INFILTRATION BASIN FOR STORMWATER MANAGEMENT PRIOR TO THE ULTIMATE DISCHARGE POINT TO EXISTING STORM SEWER ON THE EAST PERIMETER OF THE SITE. THE PROJECT WILL NOT IMPACT WETLANDS.

SITE SOILS - SITE SOILS ARE SHOWN ON THIS SHEET. THIS PROJECT IS NOT LOCATED IN A KARST AREA.



INSPECTIONS

THE INSPECTION LOG WILL BE COMPLETED BY THE CONTRACTOR FOR THE CONSTRUCTION SITE. INSPECTOR(S): TBD - TRAINING DOCUMENTATION WILL BE INCORPORATED INTO THIS SWPPP AS SOON AS THE PERSONNEL FOR THE PROJECT HAVE BEEN DETERMINED. THE CONTRACTOR WILL MAKE CORRECTIONS OR REPAIRS REQUIRED TO COMPLY WITH THE PERMIT.

INSPECTIONS AT THE SITE WILL BE COMPLETED IN ACCORDANCE WITH THE PERMIT AS FOLLOWS:
ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND,
WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS.

1. THE INDIVIDUAL PERFORMING INSPECTIONS MUST BE TRAINED AS REQUIRED BY THE PERMIT. TRAINING DOCUMENTATION SHALL BE PROVIDED BY THE CONTRACTOR FOR INCORPORATION INTO THE SWPPP. INSPECTIONS MUST INCLUDE STABILIZED AREAS, EROSION PREVENTION AND SEDIMENT CONTROL BMPS, AND INFILTRATION AREAS. CORRECTIVE ACTIONS MUST BE IDENTIFIED AND DATE OF CORRECTION MUST BE NOTED AS IDENTIFIED IN THE PERMIT. ANY OFFSITE DISCHARGE MUST BE DOCUMENTED AS IDENTIFIED IN THE PERMIT. ANY AMENDMENTS TO THE SWPPP PROPOSED AS A RESULT OF THE INSPECTION MUST BE DOCUMENTED WITHIN SEVEN (7) CALENDAR DAYS. AN INSPECTION LOG IS ALSO ATTACHED; THE INSPECTION LOG AND SWPPP MUST BE KEPT ON-SITE FOR THE DURATION OF THE CONSTRUCTION PROJECT.

AT A MINIMUM, THE FOLLOWING SHALL BE COMPLETED DURING EACH INSPECTION:

-RECORD DATE AND TIME OF INSPECTION.
-RECORD RAINFALL RECORDS SINCE THE MOST RECENT INSPECTION.
-INSPECT THE SITE FOR EXCESS EROSION AND SEDIMENTATION.
-INSPECT THE SITE FOR DEBRIS, TRASH, AND SPILLS.
-INSPECT TEMPORARY EROSION AND SEDIMENTATION CONTROL DEVICES.
-INSPECT CONSTRUCTION ENTRANCES FOR SEDIMENT TRACKING ONTO PUBLIC STREETS.
-RECORD RECOMMENDED REPAIRS AND MODIFICATIONS TO EROSION AND SEDIMENT CONTROLS.
-RECOMMEND ANY NECESSARY CHANGES TO THIS SWPPP.
-RECORD REPAIRS AND MODIFICATIONS IMPLEMENTED SINCE PREVIOUS INSPECTIONS.
-INSPECT THE ADJACENT STREETS AND CURB AND GUTTER FOR SEDIMENT, LITTER, AND CONSTRUCTION DEBRIS.

THE GC MUST UPDATE THE SWPPP, INCLUDING THE JOBSITE BINDER AND SITE MAPS, TO REFLECT THE PROGRESS OF CONSTRUCTION ACTIVITIES AND GENERAL CHANGES TO THE PROJECT SITE. UPDATES SHALL BE MADE DAILY TO TRACK PROGRESS WHEN ANY OF THE FOLLOWING ACTIVITIES OCCUR: BMP INSTALLATION, MODIFICATION OR REMOVAL, CONSTRUCTION ACTIVITIES (E.G. PAVING, SEWER INSTALLATION, ETC), CLEARING, GRUBBING, GRADING, OR TEMPORARY AND PERMANENT STABILIZATION.

THE CONTRACTOR MAY UPDATE OR MODIFY THE SWPPP WITHOUT ENGINEER APPROVAL IN AN EMERGENCY SITUATION TO PREVENT SEDIMENT DISCHARGE OR PROTECT WATER QUALITY. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE TO ENSURE COMPLIANCE WITH THE PERMIT AND PROTECTION OF DOWNSTREAM WATER QUALITY.

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
TWIN CITY AREA: 651-454-0002
TOLL FREE 1-800-252-1166

WENCK
7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-252-6800
FAX: 952-831-1268
WWW.WENCK.COM

CLIENT:
MINNETONKA MULTIFAMILY 1, LLC

PROJECT TITLE:
MINNETONKA STATION
CITY OF MINNETONKA
HENNEPIN COUNTY, MINNESOTA

ISSUE NO.:	DESCRIPTION:	DATE:
1	CONCEPT REVIEW SUBMITTAL	09/11/2020
2	CITY SUBMITTAL	11/25/2020
3	CITY RESUBMITTAL	01/22/2021

CERTIFICATION:
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.

NOT FOR CONSTRUCTION

LICENSE NO.: _____
DATE: _____

PROJECT NO.: 008591-20-500

DWN BY:	CHK'D BY:	APP'D BY:
JTP	JRA	DML

ISSUE DATE: 01/22/2021
ISSUE NO.: 3
SHEET TITLE: SWPPP
SHEET NO.: C-202

M:\8591 LINDEN STREET PARTNERS\20\500 BREN ROADS_DESIGN\1_CAD\3 PLANSHEETS\C-201 POST CONSTRUCTION EROSION CONTROL PLAN.dwg

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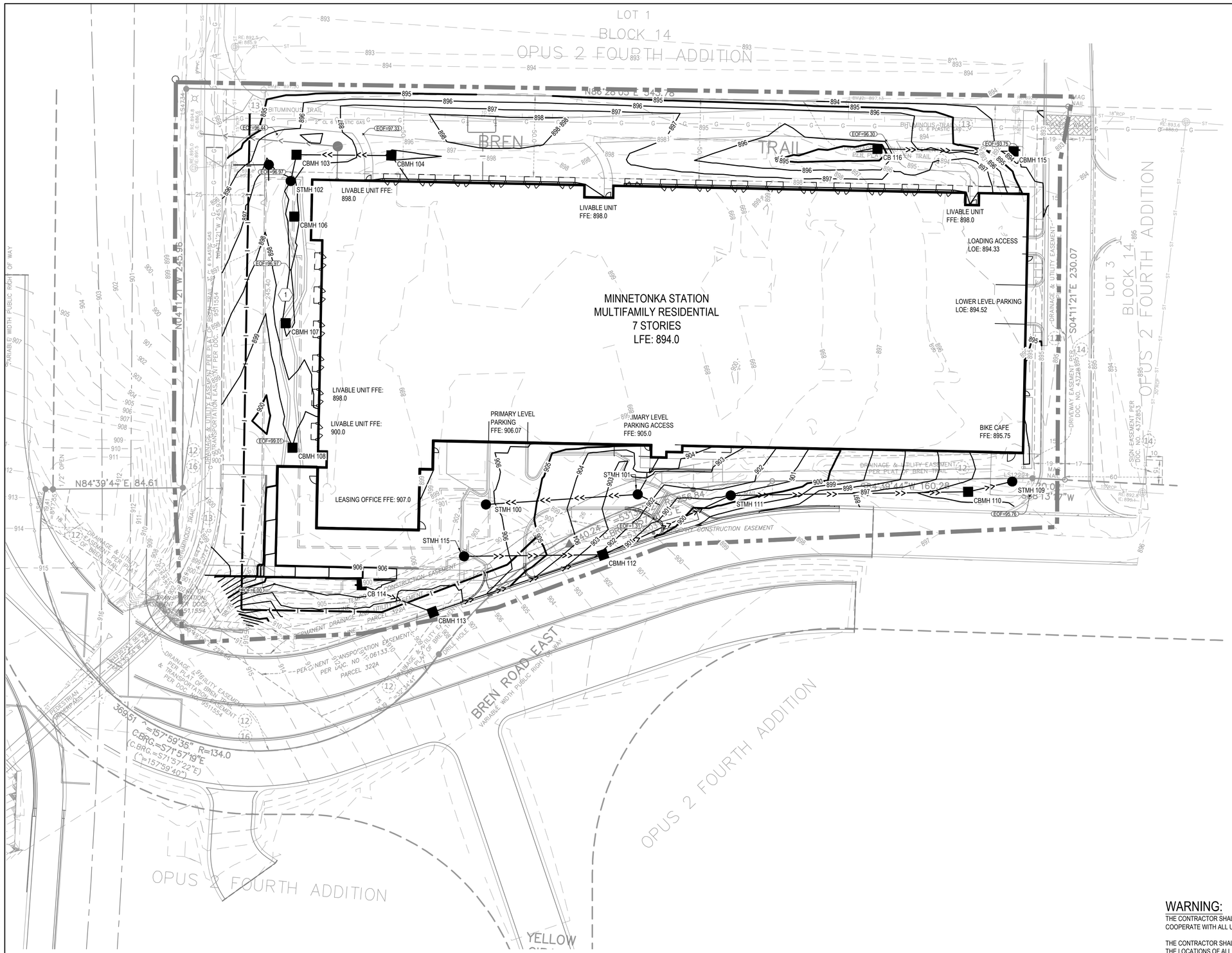

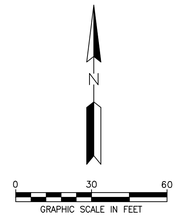

LEGEND

	PROPERTY BOUNDARY
	LOT LINE
	EASEMENT LINE
	SETBACK LINE
	RIGHT OF WAY LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY LINE
901	EXISTING MINOR CONTOUR
900	EXISTING MAJOR CONTOUR
901	PROPOSED MINOR CONTOUR
900	PROPOSED MAJOR CONTOUR
	GRADING LIMITS
	STORM SEWER
	SANITARY SEWER
	WATERMAIN
FL=9XX.XX	FLOW LINE ELEVATION
SW=9XX.XX	SIDEWALK ELEVATION
EOF=9XX.XX	EMERGENCY OVERFLOW ELEVATION
TC=9XX.XX	TOP OF CURB ELEVATION
TW=9XX.XX	TOP OF WALL ELEVATION
BW=9XX.XX	BOTTOM OF WALL ELEVATION (AT GRADE)
RIM=9XX.XX	STRUCTURE RIM SPOT ELEVATION
TNH=9XX.XX	TOP NUT HYDRANT SPOT ELEVATION
1.00%	SURFACE GRADE & FLOW DIRECTION
3.0:1	SURFACE SLOPE (H:V) & FLOW DIRECTION

KEYNOTES

1. SEE NOTE 2 THIS SHEET

NOTES

1. SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.
2. CONTRACTOR TO PROVIDE SOIL CORRECTIONS BELOW THE FOOTPRINT OF THE UNDERGROUND STORM SYSTEM. SOIL CORRECTION SHALL BE PROVIDED BELOW THE 892.2 ELEVATION. CORRECTION SHALL REMOVE SOILS THAT PROHIBIT INFILTRATION, WHICH INCLUDES ALL SOIL TYPES THAT ARE NOT SP CLASSIFIED UNIFORM SANDS OR SP-SM CLASSIFIED SILTY SANDS, AND PROVIDE A CLEAN WASHED SAND IN ACCORDANCE WITH MNDOT 3149.2B MODIFIED SO THAT NO MORE THAN 5% PASSES THE NO. 200 SIEVE, IMPORTED TO THE SITE AND COMPACTED IN PLACE. SOILS SHALL BE CORRECTED TO A MAXIMUM DEPTH OF 21.2 FEET WHICH CORRESPONDS TO AN ELEVATION OF 871 BELOW THE SYSTEM FOOTPRINT.
3. ON SITE SANDY SOIL MAY BE MINED AND USED FOR SOIL CORRECTION IF TESTED AND APPROVED BY OWNER'S GEOTECHNICAL REPRESENTATIVE.
4. OWNER'S GEOTECHNICAL REPRESENTATIVE SHALL BE PRESENT ON SITE AT TIME OF CORRECTION. CONTACT A MINIMUM OF 48 HOURS PRIOR TO COMMENCING CORRECTION ACTIVITIES.
5. CONTRACTOR TO INSTALL 1 FOOT THICK VERTICAL CLAY LINER BETWEEN THE EDGE OF THE UNDERGROUND INFILTRATION SYSTEM AND THE BUILDING FOOTINGS STARTING AT AN ELEVATION OF 893 TO AN ELEVATION OF 889 ALONG THE ENTIRE LENGTH OF THE SYSTEM ADJACENT TO THE BUILDING.

WARNING:

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CALL BEFORE YOU DIG

GOPHER STATE ONE CALL

TWIN CITY AREA: 651-454-0002
TOLL FREE 1-800-252-1166

WENCK

7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-252-6800
FAX: 952-831-1268
WWW.WENCK.COM

CLIENT:

MINNETONKA MULTIFAMILY 1, LLC

PROJECT TITLE:

MINNETONKA STATION

CITY OF MINNETONKA
HENNEPIN COUNTY, MINNESOTA

ISSUE NO.:	DESCRIPTION:	DATE:
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NOT FOR CONSTRUCTION

LICENSE NO.: _____

DATE: _____

PROJECT NO.: 008591-20-500

DWN BY:	CHK'D BY:	APP'D BY:
JTP	JRA	DML

ISSUE DATE: 01/22/2021

ISSUE NO.: 3

SHEET TITLE:

GRADING PLAN

SHEET NO.:

C-301

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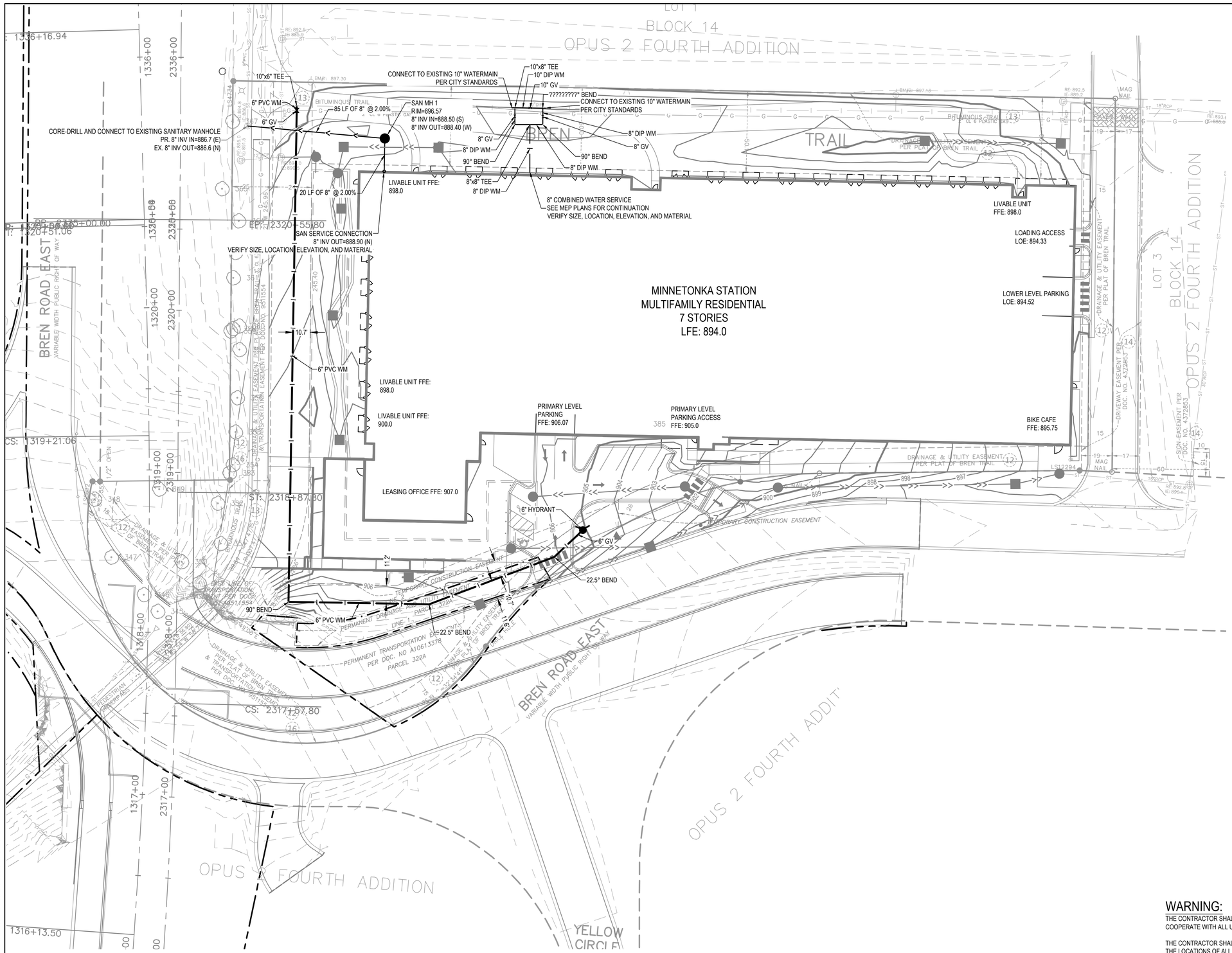

LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- 901 PROPOSED MINOR CONTOUR
- 900 PROPOSED MAJOR CONTOUR
- SANITARY SEWER
- WATERMAIN
- STORM MANHOLE
- STORM CATCH BASIN
- SANITARY MANHOLE
- GATE VALVE
- HYDRANT

NOTES

1. SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.

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TOLL FREE 1-800-252-1166

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7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-252-6800
FAX: 952-831-1268
WWW.WENCK.COM

CLIENT:
MINNETONKA MULTIFAMILY 1, LLC

PROJECT TITLE:
MINNETONKA STATION
CITY OF MINNETONKA
HENNEPIN COUNTY, MINNESOTA

ISSUE NO.:	DESCRIPTION:	DATE:
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2	CITY SUBMITTAL	11/25/2020
3	CITY RESUBMITTAL	01/22/2021

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NOT FOR CONSTRUCTION

LICENSE NO.: _____
DATE: _____

PROJECT NO.: 008591-20-500

DWN BY:	CHK'D BY:	APP'D BY:
JTP	JRA	DML

ISSUE DATE: 01/22/2021
ISSUE NO.: 3
SHEET TITLE: UTILITY PLAN
SHEET NO.: C-401

1/22/2021 8:37:45 AM
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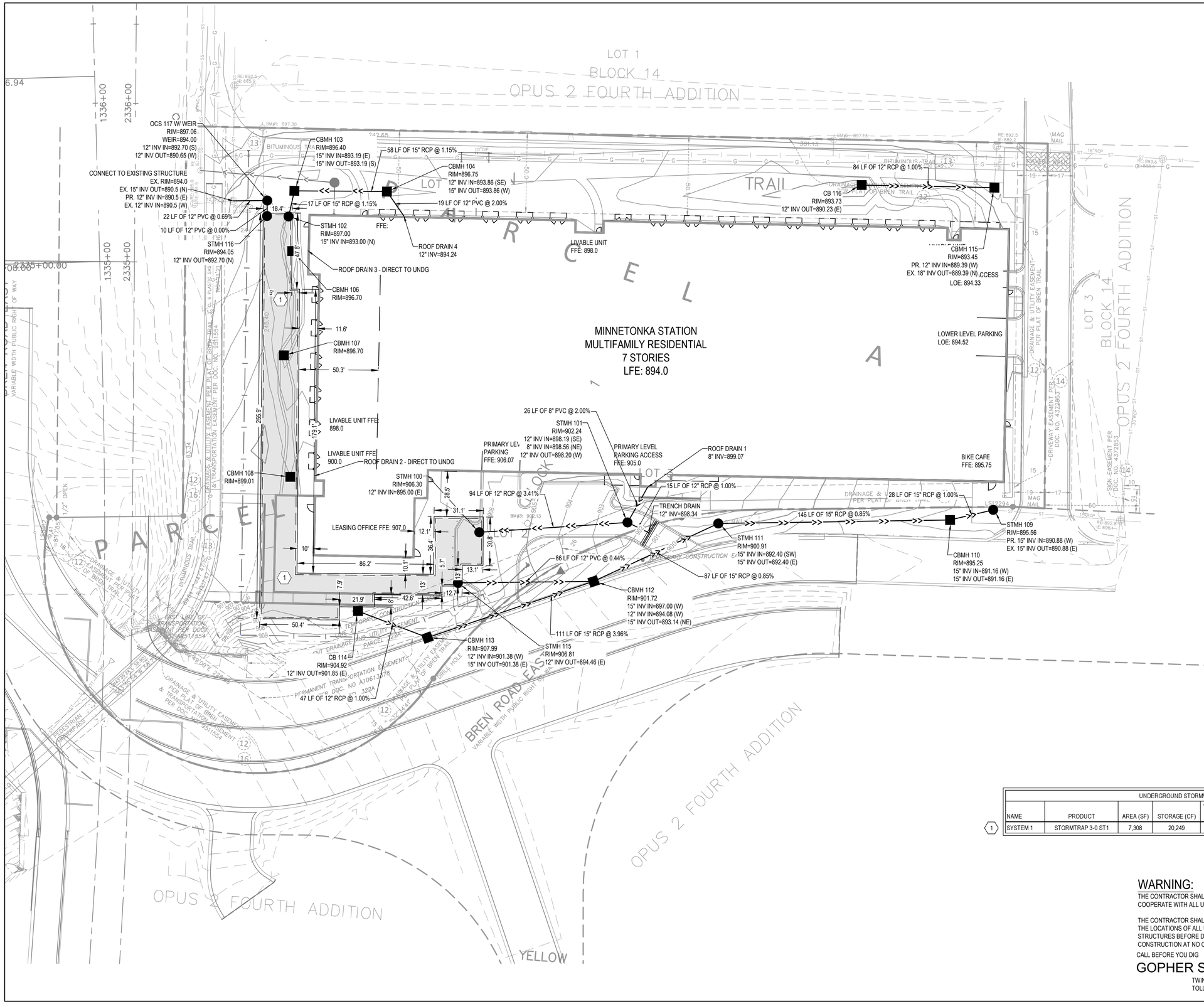

UNDERGROUND STORMWATER SYSTEM SUMMARY TABLE							
NAME	PRODUCT	AREA (SF)	STORAGE (CF)	WATER QUALITY VOLUME REQUIRED (CF)	WATER QUALITY VOLUME PROVIDED (CF)	INVERT	100-YR HWL
1 SYSTEM 1	STORMTRAP 3-0 ST1	7,308	20,249	9,457	9,603	892.20	895.5

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CALL BEFORE YOU DIG

GOPHER STATE ONE CALL

TWIN CITY AREA: 651-454-0002
TOLL FREE 1-800-252-1166

N

0 30 60
GRAPHIC SCALE IN FEET

LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- 901 PROPOSED MINOR CONTOUR
- 900 PROPOSED MAJOR CONTOUR
- GRADING LIMITS
- STORM SEWER
- SANITARY SEWER
- WATERMAIN
- UNDRGROUND STORM STORAGE
- STORM MANHOLE
- STORM CATCH BASIN
- SANITARY MANHOLE
- HYDRANT
- GATE VALVE

NOTES

1. SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.

WENCK

7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-252-6800
FAX: 952-831-1268
WWW.WENCK.COM

CLIENT:

MINNETONKA MULTIFAMILY 1, LLC

PROJECT TITLE:

MINNETONKA STATION

CITY OF MINNETONKA
HENNEPIN COUNTY, MINNESOTA

DATE:	DESCRIPTION:	ISSUE NO.:
09/11/2020	CONCEPT REVIEW SUBMITTAL	1
11/25/2020	CITY SUBMITTAL	2
01/22/2021	CITY RESUBMITTAL	3

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NOT FOR CONSTRUCTION

LICENSE NO.: _____

DATE: _____

PROJECT NO.: 008591-20-500

DWN BY:	CHK'D BY:	APP'D BY:
JTP	JRA	DML

ISSUE DATE: 01/22/2021

ISSUE NO.: 3

SHEET TITLE:

STORM SEWER PLAN

SHEET NO.:

C-501

1/22/2021 8:57:50 AM
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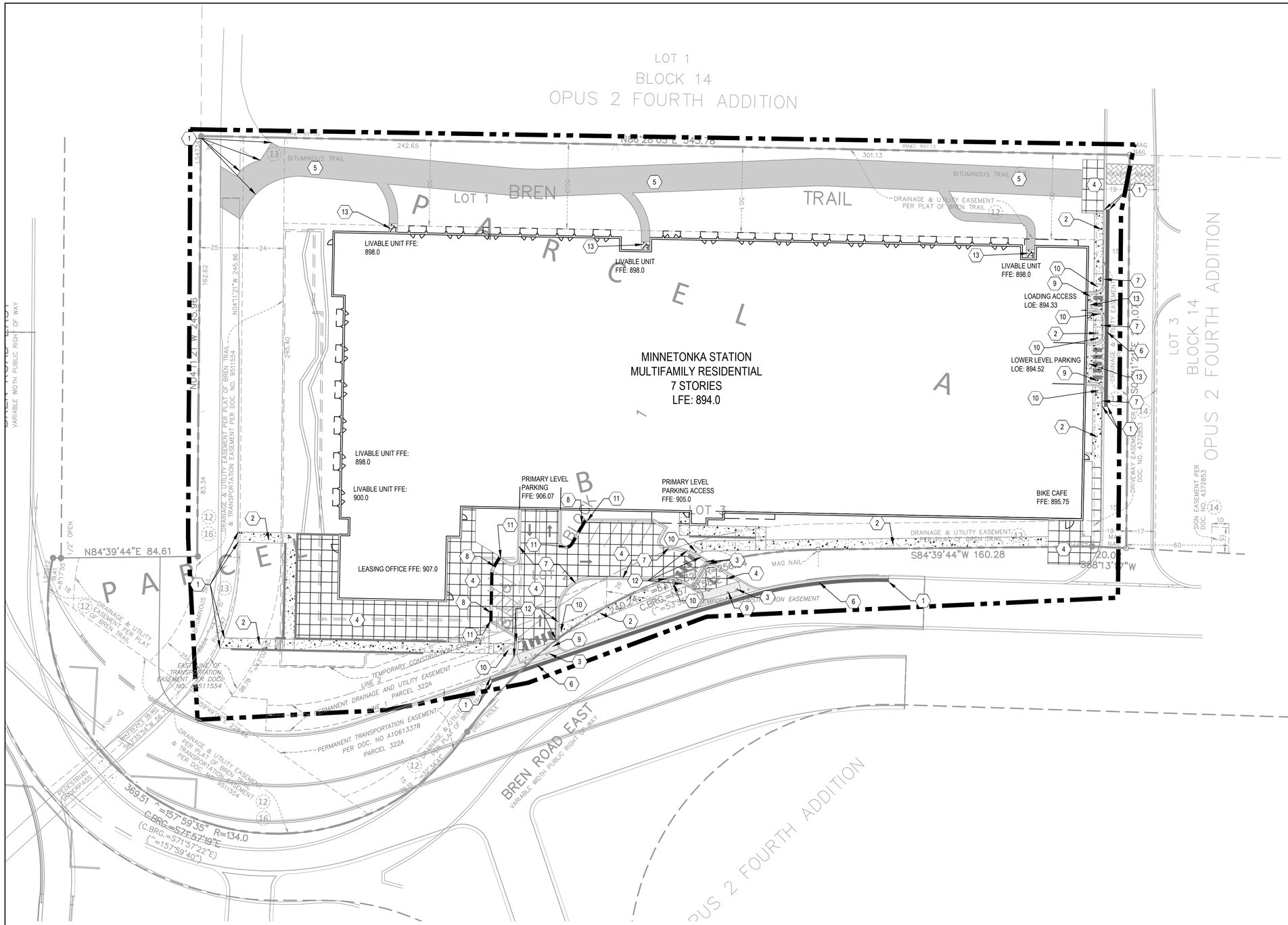

LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- CURB AND GUTTER
- TIP-OUT CURB AND GUTTER
- BITUMINOUS PAVEMENT PATCH
- TRAIL BITUMINOUS PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE PAVEMENT
- PAVERS
- RETAINING WALL [BY OTHERS]

KEYNOTES

1. MATCH EXISTING
2. CONCRETE SIDEWALK
3. CONCRETE PAVEMENT
4. CONCRETE PAVERS - SEE ARCHITECTURAL PLANS
5. BITUMINOUS TRAIL
6. PATCH BITUMINOUS PAVEMENT - MATCH EXISTING SECTION
7. TIP-IN B612 CURB AND GUTTER
8. TIP-OUT B612 CURB AND GUTTER
9. CONCRETE DRIVEWAY APRON
10. PEDESTRIAN CURB RAMP - SEE SHEET C-301 FOR DETAILED GRADING
11. 5' TRANSITION BETWEEN CURB TYPES
12. 3' CURB HEIGHT TRANSITION - SEE SHEET C-301
13. BUILDING STOOP/PATIO - SEE ARCHITECTURAL/STRUCTURAL PLANS FOR PAVEMENT SECTION

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GOPHER STATE ONE CALL

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TOLL FREE 1-800-252-1166

WENCK

7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-252-6800
FAX: 952-831-1268
WWW.WENCK.COM

CLIENT:

MINNETONKA MULTIFAMILY 1, LLC

PROJECT TITLE:

MINNETONKA STATION

CITY OF MINNETONKA
HENNEPIN COUNTY, MINNESOTA

ISSUE NO.:	DESCRIPTION:	DATE:
1	CONCEPT REVIEW SUBMITTAL	08/11/2020
2	CITY SUBMITTAL	11/25/2020
3	CITY RESUBMITTAL	01/22/2021

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NOT FOR CONSTRUCTION

LICENSE NO.: _____

DATE: _____

PROJECT NO.: 008591-20-500

DWN BY:	CHK'D BY:	APP'D BY:
JTP	JRA	DML

ISSUE DATE: 01/22/2021

ISSUE NO.: 3

SHEET TITLE:

PAVING PLAN

SHEET NO.:

C-601

1/22/2021 8:58:12 AM

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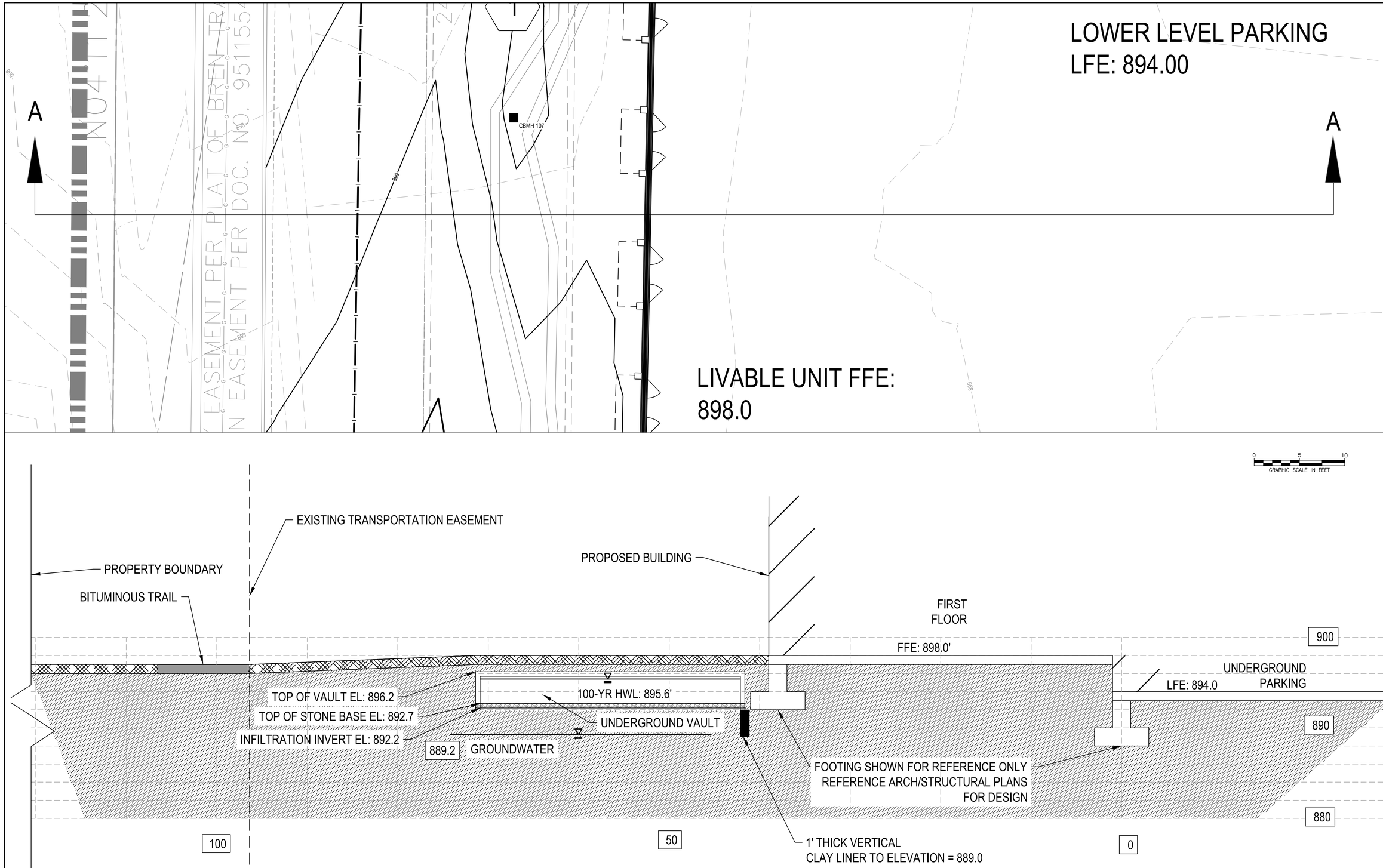

1
C-816

DETAIL: TYP. SECTION A OF UNDERGROUND STORMTRAP SYSTEM

WENCK
7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
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CLIENT:
MINNETONKA MULTIFAMILY 1, LLC

PROJECT TITLE:
MINNETONKA STATION
CITY OF MINNETONKA
HENNEPIN COUNTY, MINNESOTA

ISSUE NO.	DESCRIPTION:	DATE:
1	CONCEPT REVIEW SUBMITTAL	08/11/2020
2	CITY SUBMITTAL	11/25/2020
3	CITY RESUBMITTAL	01/22/2021

CERTIFICATION:
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.

NOT FOR CONSTRUCTION

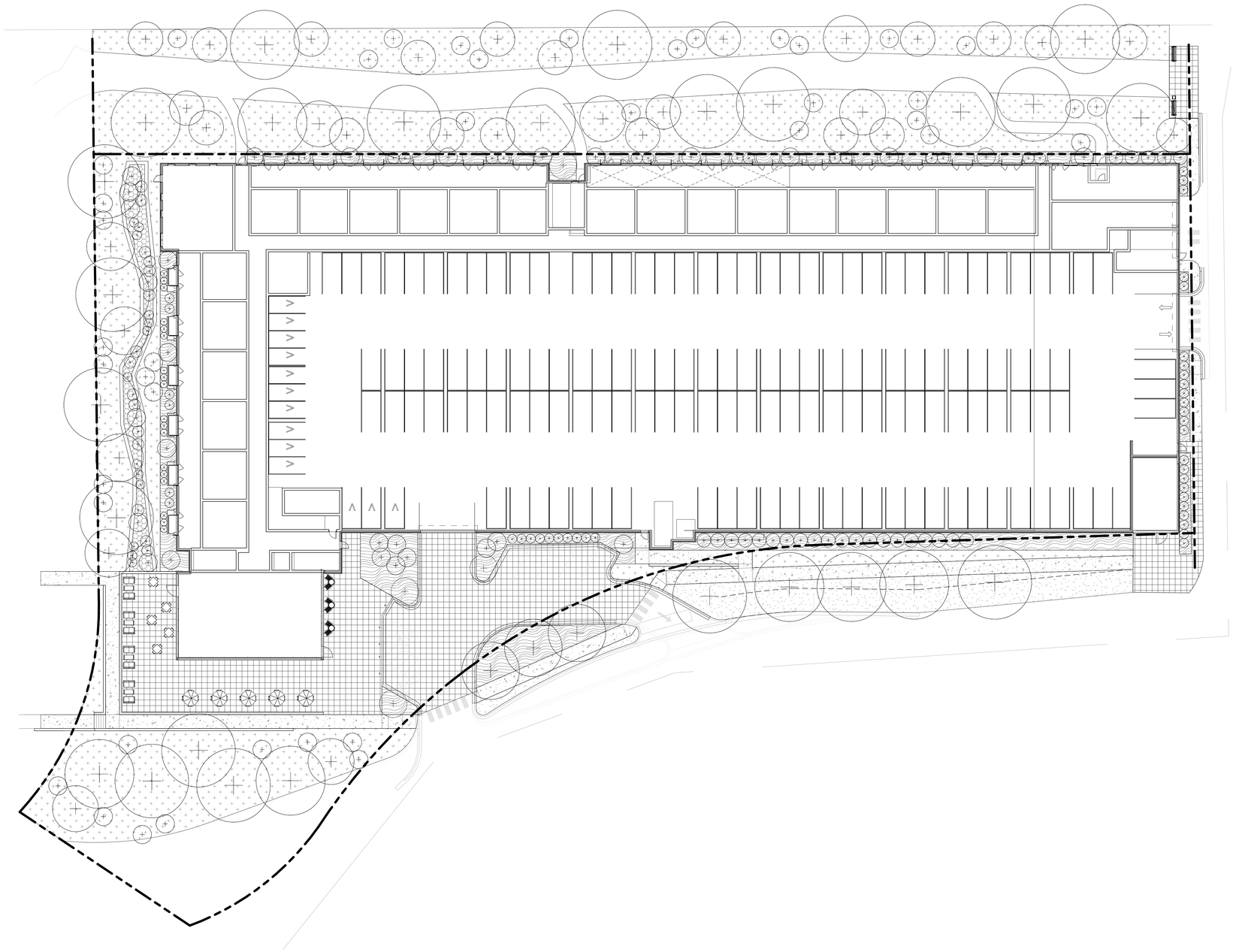
LICENSE NO.:
DATE:

PROJECT NO.: 008591-20-500

DWN BY:	CHK'D BY:	APP'D BY:
JTP	JRA	DML

ISSUE DATE: 01/22/2021
ISSUE NO.: 3
SHEET TITLE: DETAIL
SHEET NO.: C-816

1/22/2021 8:58:51 AM
M:\8591 LINDEN STREET PARTNERS\20-500 BREN ROAD\5_DESIGN\1_CAD\3 PLANSHEETS\DETAIL - UNDERGROUND STORM SYSTEM.dwg



1 L100 OVERALL SITE LANDSCAPE REFERENCE PLAN
1" = 20'-0"

GRAPHIC LEGEND:

- CIP PLAIN CONCRETE WALK, BROOM FINISH, TYP.
- TURFGRASS: SOD, IRRIGATED, TYP.
- CIP COLORED CONCRETE WALK, COLOR TBD, BROOM FINISH, TYP.
- PERENNIAL PLANT BED, HARDWOOD MULCH, SHREDDED (SEE SPEC)
- SHORTGRASS PRAIRIE, SEED MIX TBD
- ROCK MULCH, TRAP ROCK, SIZE TBD

PROPOSED PLANT SCHEDULE:

QTY	SYM	COMMON NAME	SCIENTIFIC NAME	PLANTING SIZE
ORNAMENTAL TREES				
4	MH	HARVEST GOLD CRAB	Malus 'Hargozam'	2.5" CAL.
21	MS	SPRING SNOW CRABAPPLE	Malus 'Spring Snow'	2" CAL.
DECIDUOUS TREES				
46	AB	APOLLO MAPLE	Acer saccharum 'Barrett Cole' (PP10, 590)	2.5" CAL.
12	BN	RIVER BIRCH	Betula nigra	3.5" CAL.
3	CO	HACKBERY	Celtis occidantalis	2.5" CAL.
21	PT	MOUNTAIN SENTINEL ASPEN	Populus tremuloides 'JFS-Colum'	#15 CONT.
13	QE	NORTHERN PIN OAK	Quercus ellipsoidalis	2.5" CAL.
25	QW	KINDRED SPIRIT OAK	Quercus x warei 'Nadler'	2.5" CAL.
3	TA	REDMOND LINDEN	Tilia americana 'Redmond'	2.5" CAL.
DECIDUOUS SHRUBS				
18	Bg	CHICAGOLAND GREEN BOXWOOD	Buxus glencoe	#5 CONT.
15	Cb	IVORY HALO DOGWOOD	Cornus alba 'Bailhalo'	#5 CONT.
13	P_O	AMBER JUBILEE NINEBARK	Phsyocapus opulifolius 'Jefam' (PP23, 177)	#5 CONT.
24	Ss	SEM FALSE SPIREA	Sorbaria sorbifolia 'Sem'	#5 CONT.
CONIFEROUS TREES				
6	AC	CONCOLOR FIR	Abies concolor	6' B&B
16	JS	SKYROCKET JUNIPER	Juniperus scopulorum 'Skyrocket'	6' B&B
3	PA	NORWAY COLUMNAR SPRUCE	Picea abies 'Fastigiata Compacta'	#10 CONT.
2	PS	WHITE PINE	Pinus strobus	10' B&B
16	TR	RUSHMORE ARBORVITAE	Thuja occidentalis 'Rushmore'	6' B&B

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PROJECT TITLE

10400 BREN ROAD

ISSUE #	DATE	DESCRIPTION

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DRAWN BY	SB
CHECKED BY	BH
COMMISSION NUMBER	2354.01

SHEET TITLE

SITE - LANDSCAPE PLAN

SHEET NUMBER

L100

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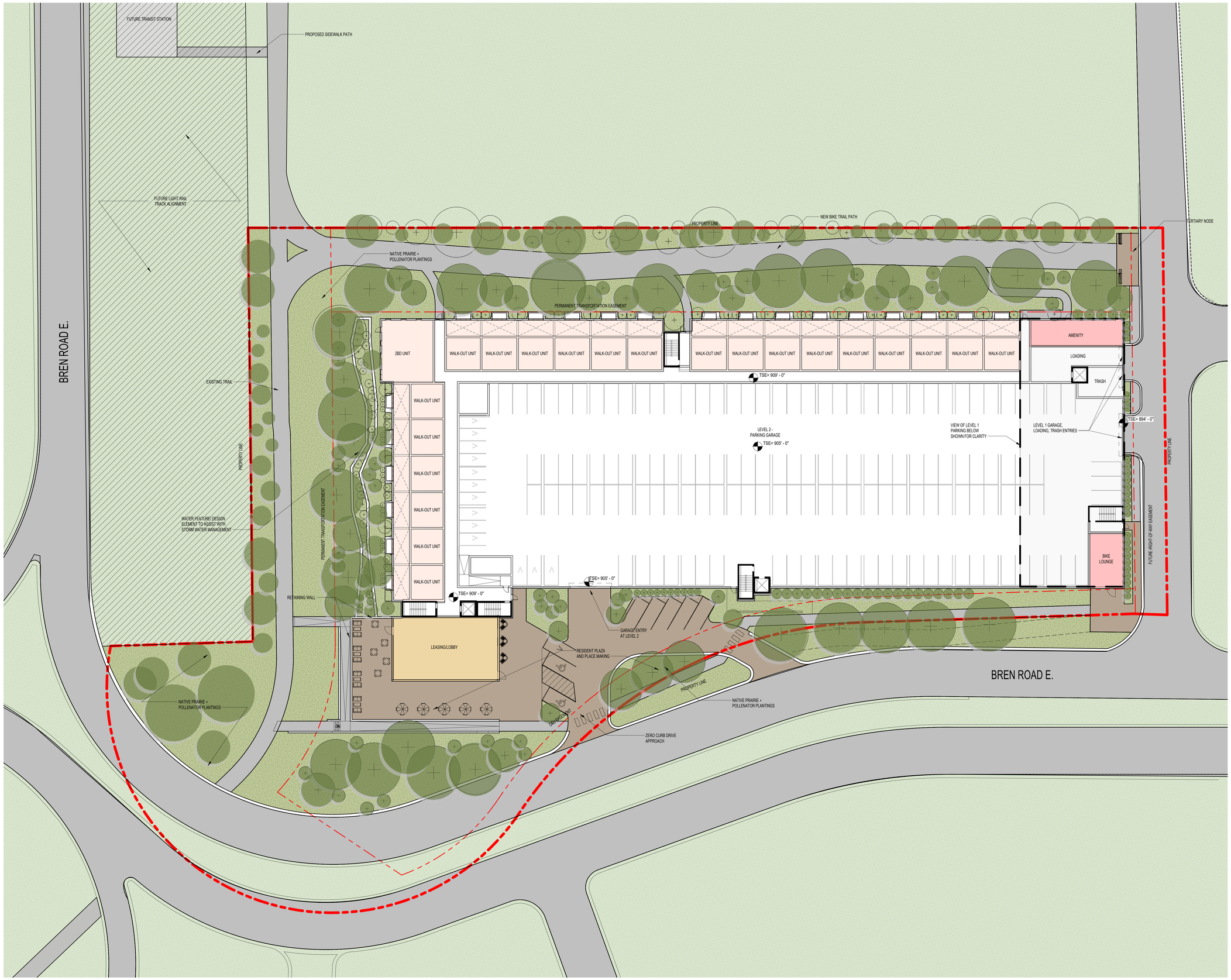

1 A010 SITE PLAN
3/64" = 1'-0"

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SHEET TITLE

SITE PLAN

SHEET NUMBER

A010

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AERIAL PERSPECTIVE

SOUTHWEST PERSPECTIVE

SOUTHEAST PERSPECTIVE

NORTHWEST PERSPECTIVE

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SHEET TITLE

PERSPECTIVE VIEWS

SHEET NUMBER

A050

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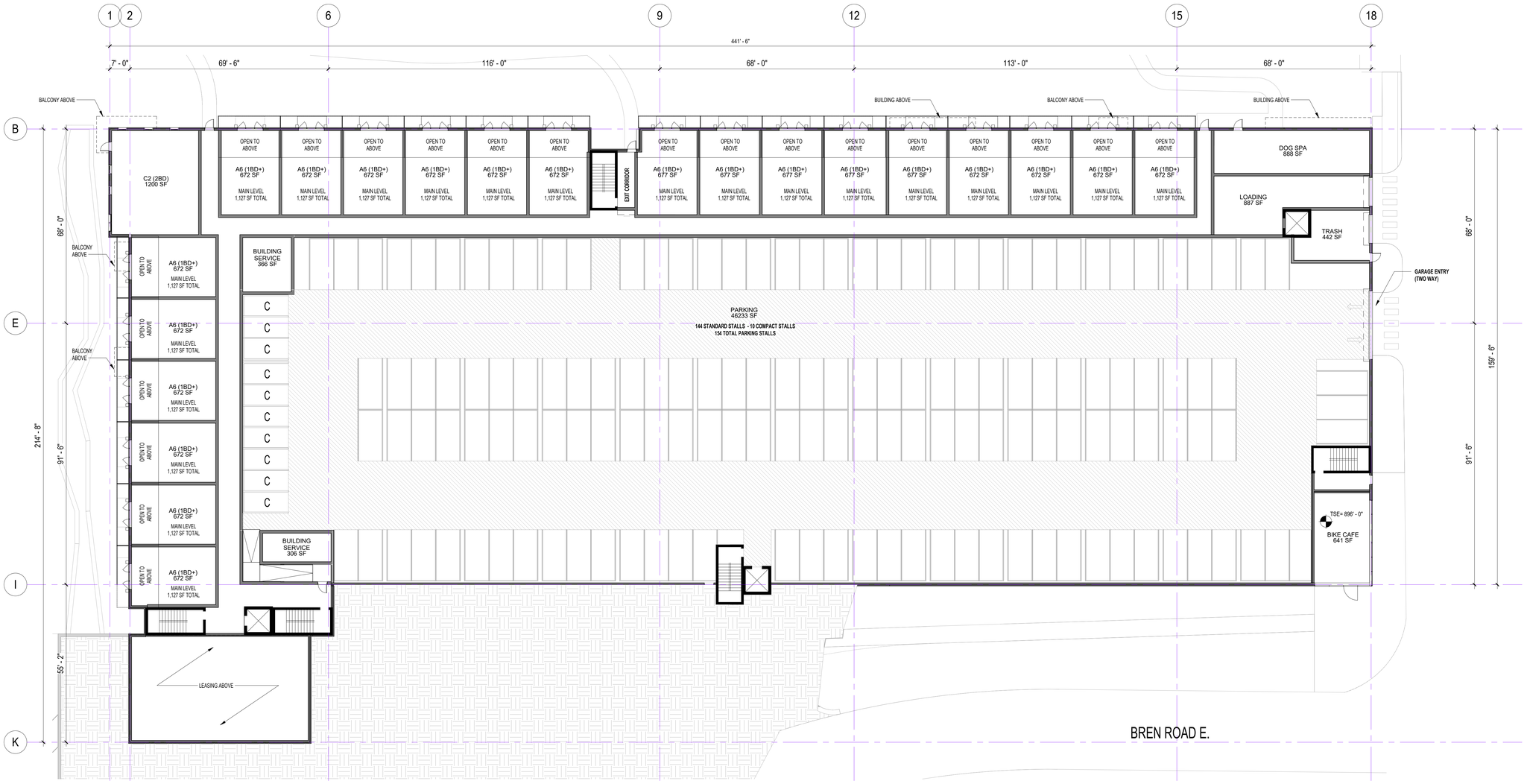

1 A101 LEVEL 1
1/16" = 1'-0"

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OVERALL FLOOR PLAN - LEVEL 1

SHEET NUMBER

A101

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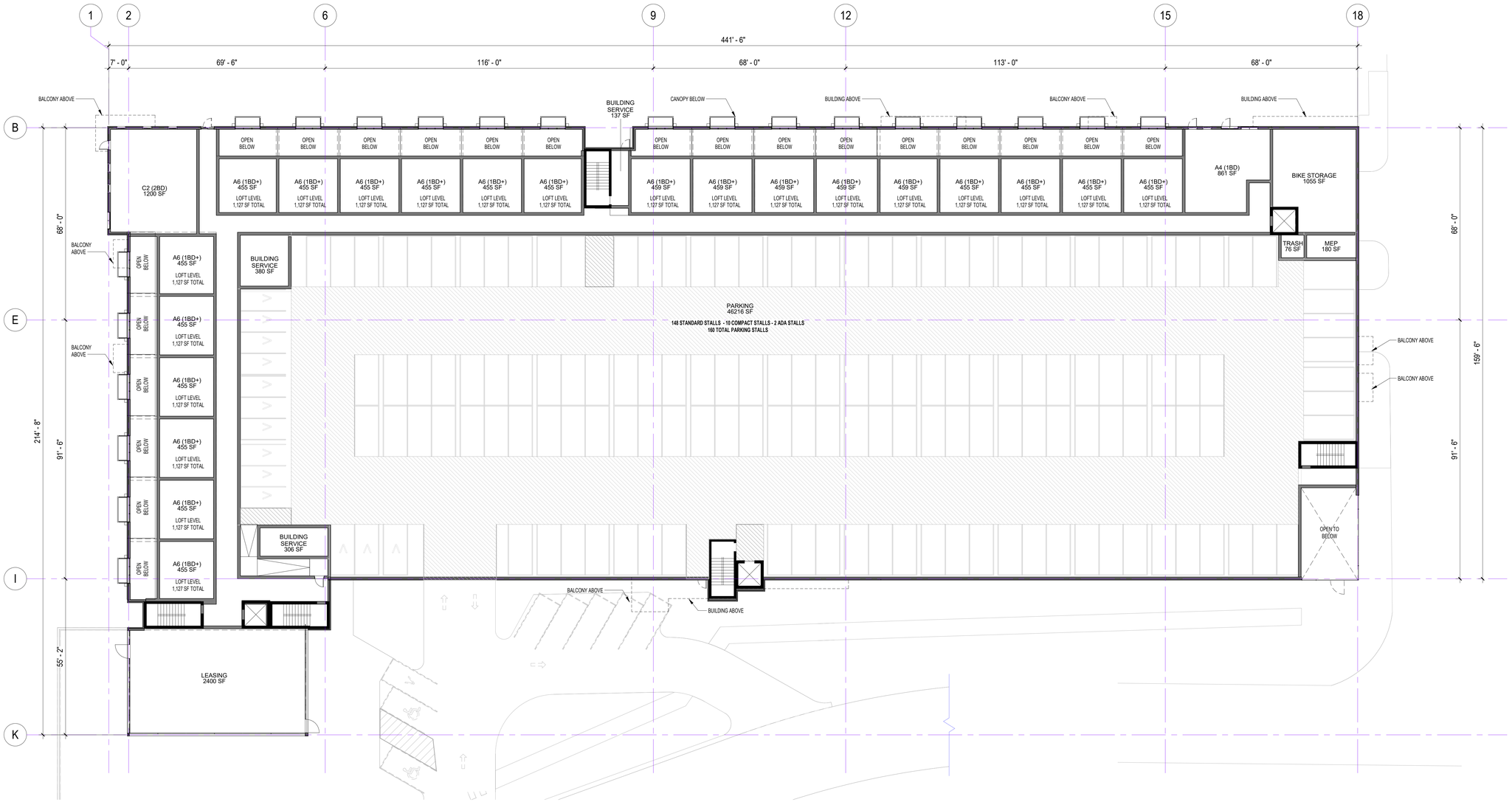

1 A102 LEVEL 2
1/16" = 1'-0"

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OVERALL FLOOR PLAN - LEVEL 2

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A102

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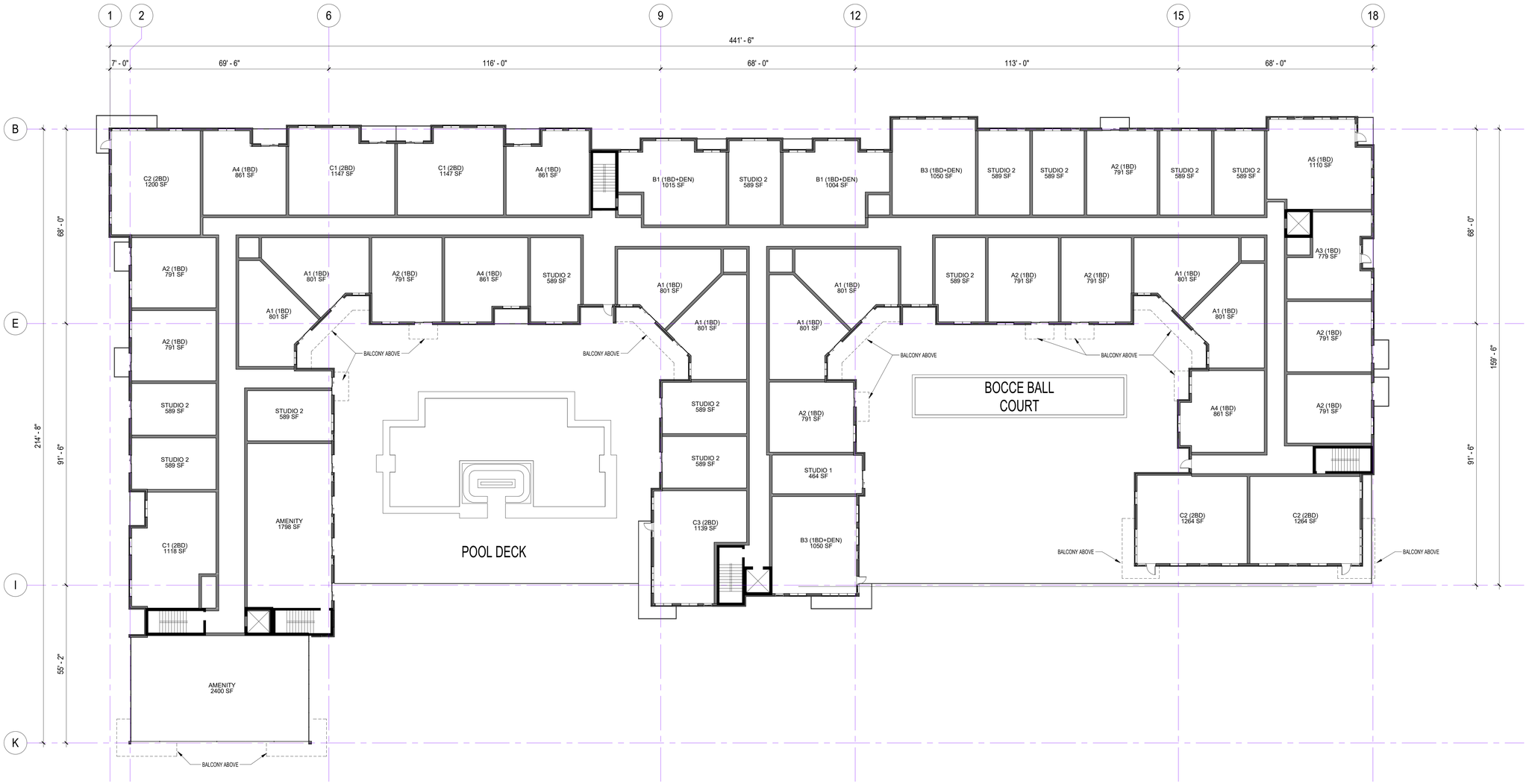

1 A103 LEVEL 3
1/16" = 1'-0"

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OVERALL FLOOR PLAN - LEVEL 3

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A103

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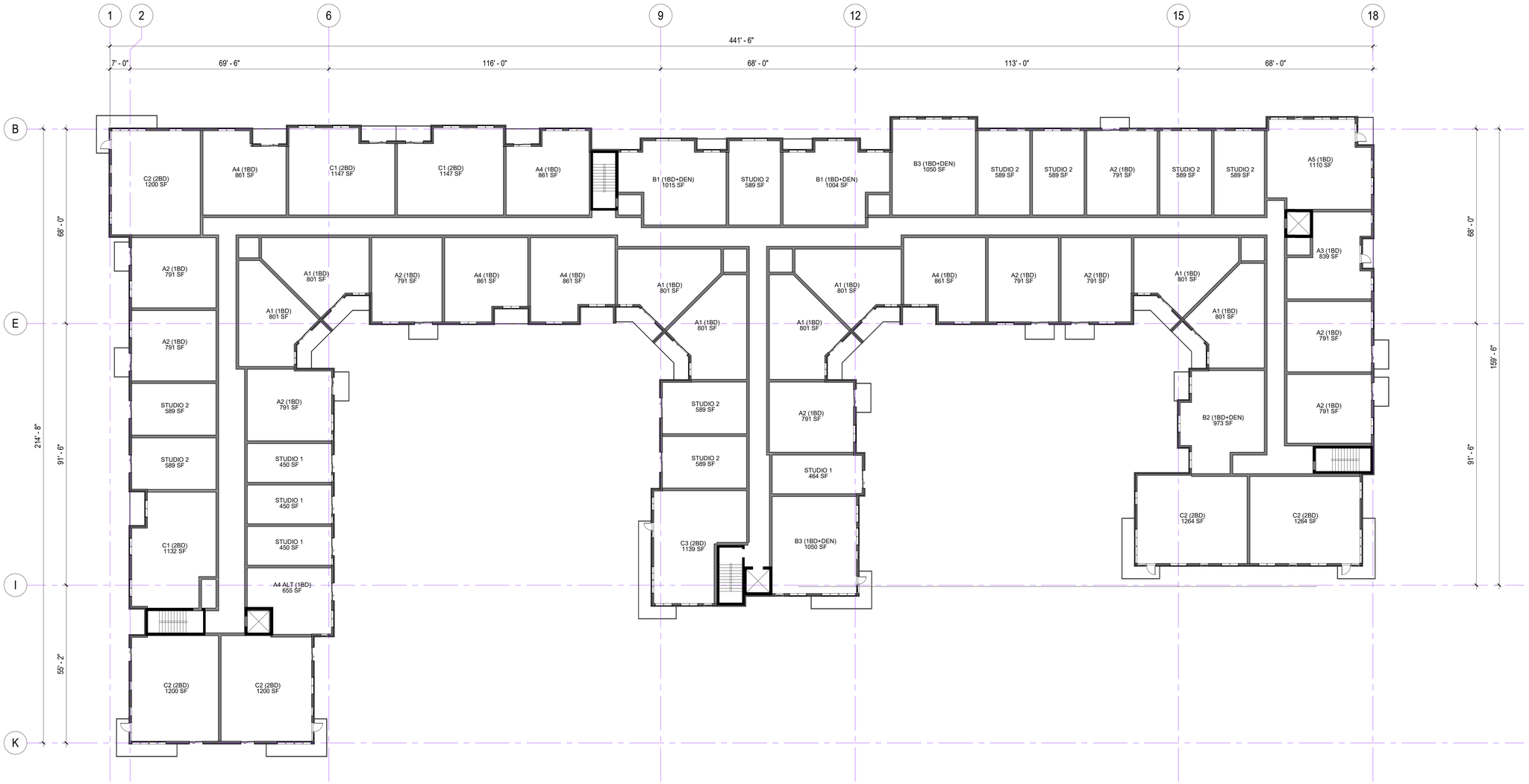

1 / A104 LEVEL 4
1/16" = 1'-0"

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SHEET TITLE

OVERALL FLOOR PLAN - LEVEL 4-6

SHEET NUMBER

A104

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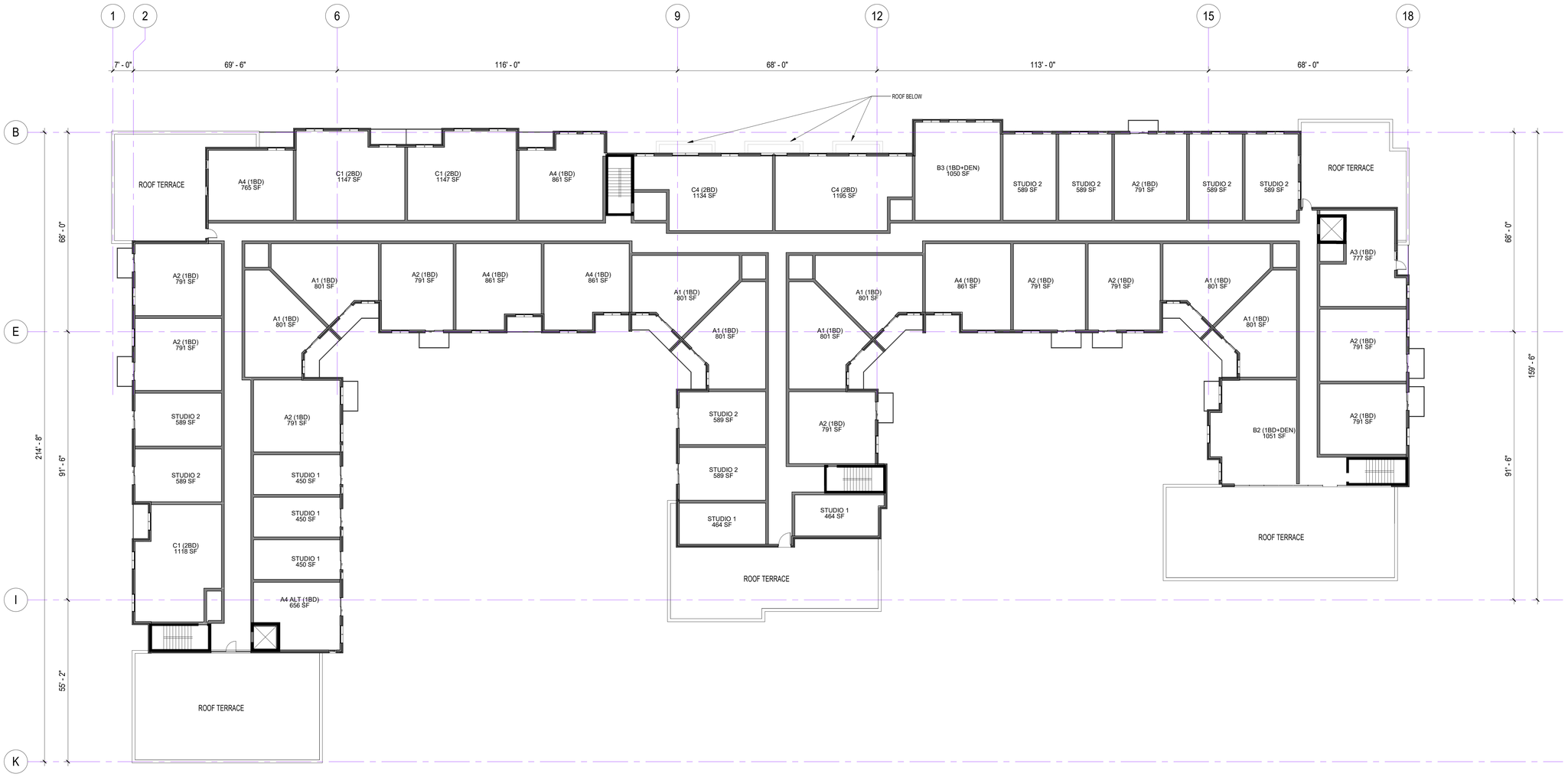

2 A107 LEVEL 7
1/16" = 1'-0"

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OVERALL FLOOR PLAN - LEVEL 7

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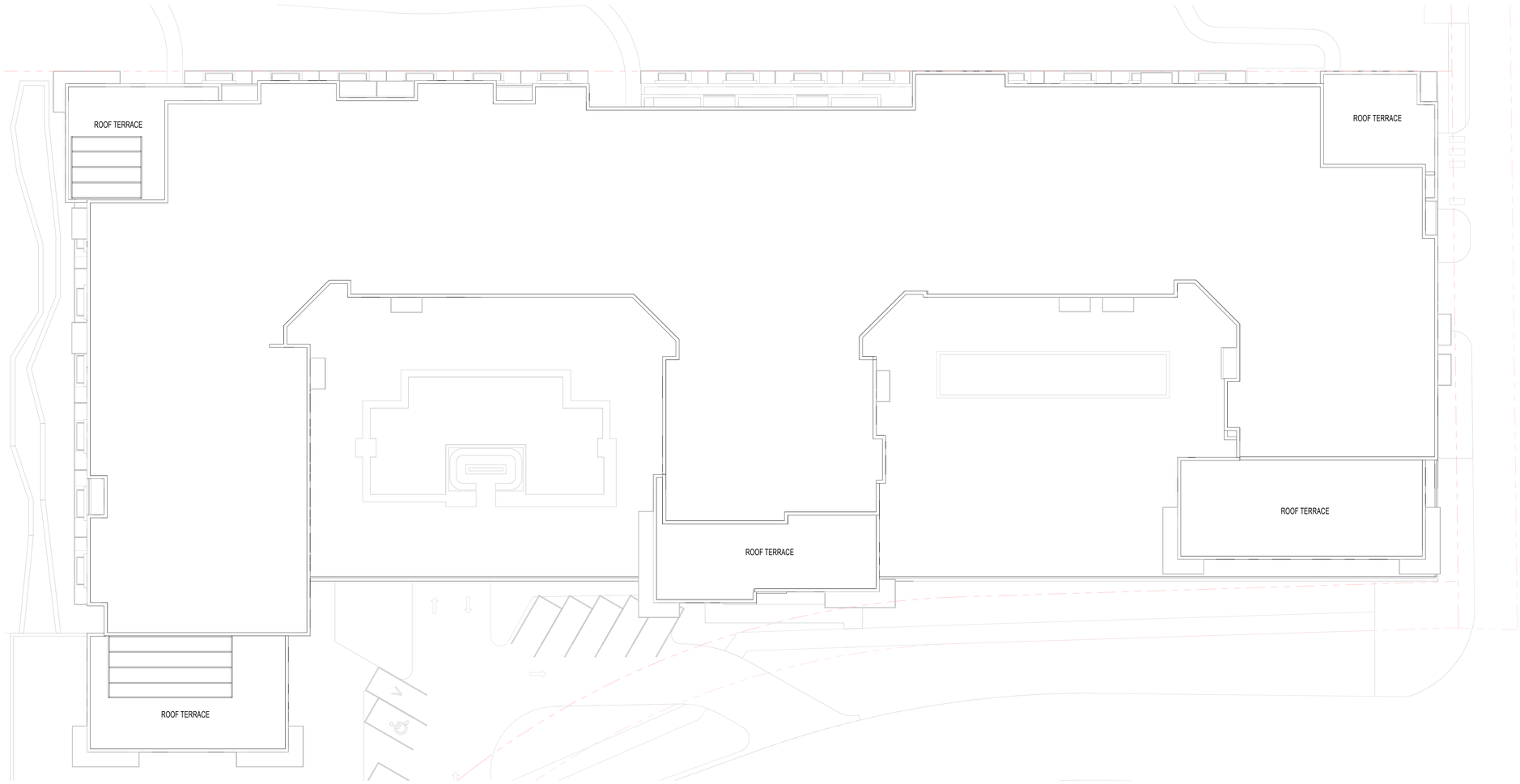

2 A108 OVERALL ROOF PLAN
1/16" = 1'-0"

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OVERALL ROOF PLAN

SHEET NUMBER

A108

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MATERIAL SCHEDULE - NORTH.		
MATERIAL	AREA	MIX
FACE BRICK - DARK GRAY	7644 SF	19%
GRAY - C - CEMENT LAP SIDING / METAL PANEL/CEMENT PANEL	9425 SF	23%
ORANGE - B - METAL PANEL/CEMENT PANEL	5618 SF	14%
WHITE - A - STUCCO CEMENT PANEL/ CEMENT LAP SIDING	6883 SF	17%
	28570 SF	71%
GLAZING	11836 SF	29%

MATERIAL SCHEDULE - SOUTH.		
MATERIAL	AREA	MIX
FACE BRICK - DARK GRAY	10387 SF	41%
GRAY - C - CEMENT LAP SIDING / METAL PANEL/CEMENT PANEL	2323 SF	9%
ORANGE - B - METAL PANEL/CEMENT PANEL	6440 SF	25%
	19150 SF	76%
GLAZING	6195 SF	24%

MATERIAL SCHEDULE - EAST.		
MATERIAL	AREA	MIX
FACE BRICK - DARK GRAY	2025 SF	16%
GRAY - C - CEMENT LAP SIDING / METAL PANEL/CEMENT PANEL	4287 SF	34%
ORANGE - B - METAL PANEL/CEMENT PANEL	262 SF	2%
WHITE - A - STUCCO CEMENT PANEL/ CEMENT LAP SIDING	2149 SF	17%
	8723 SF	68%
GLAZING	4038 SF	32%

MATERIAL SCHEDULE - WEST.		
MATERIAL	AREA	MIX
FACE BRICK - DARK GRAY	3998 SF	21%
GRAY - C - CEMENT LAP SIDING / METAL PANEL/CEMENT PANEL	6120 SF	32%
WHITE - A - STUCCO CEMENT PANEL/ CEMENT LAP SIDING	3797 SF	20%
	13915 SF	72%
GLAZING	5460 SF	28%

5 A401 EAST
1/16" = 1'-0"

1 A401 WEST
1/16" = 1'-0"

3 A401 NORTH
1/16" = 1'-0"

2 A401 SOUTH
1/16" = 1'-0"

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SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NUMBER

A401

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MATERIAL SCHEDULE - AMENITY DECK - EAST		
MATERIAL	AREA	MIX
GRAY - C - CEMENT LAP SIDING / METAL PANEL/CEMENT PANEL	2088 SF	36%
WHITE - A - STUCCO CEMENT PANEL/ CEMENT LAP SIDING	2257 SF	39%
	4345 SF	75%
GLAZING	1425 SF	25%

MATERIAL SCHEDULE - AMENITY DECK - NORTH		
MATERIAL	AREA	MIX
GRAY - C - CEMENT LAP SIDING / METAL PANEL/CEMENT PANEL	4457 SF	57%
WHITE - A - STUCCO CEMENT PANEL/ CEMENT LAP SIDING	1144 SF	15%
	5601 SF	72%
GLAZING	2226 SF	28%

MATERIAL SCHEDULE - AMENITY DECK - WEST		
MATERIAL	AREA	MIX
GRAY - C - CEMENT LAP SIDING / METAL PANEL/CEMENT PANEL	2593 SF	38%
WHITE - A - STUCCO CEMENT PANEL/ CEMENT LAP SIDING	2373 SF	35%
	4966 SF	73%
GLAZING	1881 SF	27%

MATERIAL SCHEDULE TABULATION		
MATERIAL	AREA	MIX
FACE BRICK - DARK GRAY	26124 SF	18%
GRAY - C - CEMENT LAP SIDING / METAL PANEL/CEMENT PANEL	40273 SF	27%
ORANGE - B - METAL PANEL/CEMENT PANEL	11899 SF	8%
WHITE - A - STUCCO CEMENT PANEL/ CEMENT LAP SIDING	24583 SF	17%
	102880 SF	70%
GLAZING	47964 SF	30%

MATERIAL SCHEDULE - POOL DECK - EAST		
MATERIAL	AREA	MIX
GRAY - C - CEMENT LAP SIDING / METAL PANEL/CEMENT PANEL	2418 SF	44%
WHITE - A - STUCCO CEMENT PANEL/ CEMENT LAP SIDING	1725 SF	32%
	4143 SF	76%
GLAZING	1317 SF	24%

MATERIAL SCHEDULE - POOL DECK - NORTH		
MATERIAL	AREA	MIX
GRAY - C - CEMENT LAP SIDING / METAL PANEL/CEMENT PANEL	4277 SF	47%
WHITE - A - STUCCO CEMENT PANEL/ CEMENT LAP SIDING	2226 SF	24%
	6503 SF	72%
GLAZING	2632 SF	28%

MATERIAL SCHEDULE - POOL DECK - WEST		
MATERIAL	AREA	MIX
GRAY - C - CEMENT LAP SIDING / METAL PANEL/CEMENT PANEL	4573 SF	47%
WHITE - A - STUCCO CEMENT PANEL/ CEMENT LAP SIDING	2058 SF	21%
	6632 SF	69%
GLAZING	3097 SF	31%

1 A402 AMENITY DECK - EAST
1/16" = 1'-0"

2 A402 AMENITY DECK - NORTH
1/16" = 1'-0"

3 A402 AMENITY DECK - WEST
1/16" = 1'-0"

4 A402 POOL DECK - EAST
1/16" = 1'-0"

5 A402 POOL DECK - NORTH
1/16" = 1'-0"

6 A402 POOL DECK - WEST
1/16" = 1'-0"

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SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NUMBER

A402

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OPUS PLACEMAKING + URBAN DESIGN

Project Information

Project Name	**Minnetonka Station**
Status	**PENDING**
Address	**10400, 10500, 10550 Bren Road East**

Trail Loop

	Opus Loop		Blue Loop
	Green Loop	X	Yellow Loop
	Bren Loop		Red Loop

Comments:

Wayfinding + Furniture

	Signage		Bike Racks
X	Pavement Inlays		Fix-It Stations
	Picnic Tables		Lighting
X	Benches		Other
X	Trash Receptacles		Other

Comments: Benches and trash receptacle proposed. Staff suggests dog-friendly amenities, such as fountains, dog mitts, pet play sculptures, etc. Wayfinding signage to be provided by city.

Placemaking and Programming

	Primary Node	1	Required Node Elements
X	Secondary Node	2	Required Program Elements
	Tertiary Note		

Comments: Proposed benches and public art, suggested dog amenities.

Planting Palettes

	Manicured Vegetation
	Native, Wetland Vegetation
X	Native, Upland Vegetation
	Native, Woodland Vegetation
	Edible Vegetation

Comments: Further review required. Staff to schedule meeting with applicant landscape architect. Trees may be allowed north of the building, if far enough from public utility mains.

General Comments

Very good draft plan. Continued conversations necessary regarding plantings north of the building and public art installation.

Waterman confirmed with Ingvalson that compliance with stormwater mitigation requirements would be reviewed during the building permit process.

Henry thought the applicant put a lot of thought into the proposal. The proposed houses would look nice and be a good addition to the neighborhood. He supports the project.

Waterman agreed with Henry. The proposal meets all standards and tree ordinance requirements. It looks like a great project. He appreciates the stormwater management practices already included in the proposal.

Maxwell concurred with commissioners. She supports staff's recommendation. The proposal would meet lot size and tree ordinance requirements and would replace two older houses with two new houses, so there would be no significant increase in impervious surface coverage. It would be an improvement to the neighborhood. She appreciates the effort by the applicant to preserve the existing trees and consider stormwater drainage issues for the site.

Banks concurred with commissioners. The proposal would be nice. He lives south of the property and frequently passes the site. It would be nice to see new, beautiful houses. The addition of gutters on the houses to direct the drainage may improve the existing drainage issues. City engineering staff would review the plans to prevent any adverse stormwater drainage impact.

Hanson felt that the proposal would provide an aesthetic benefit to the neighborhood. He looks forward to supporting it.

Chair Sewall agreed. The property seems like the perfect one to subdivide and support a single-family house on each lot. He hopes all subdivision applications could be this easy. The property is flat and most of the trees would be preserved. He supports staff's recommendation.

Hanson moved, second by Henry, to recommend that the city council adopt the resolution approving the preliminary and final plat for Evergreen Orchard Estates.

Waterman, Banks, Hanson, Henry, Maxwell, and Sewall voted yes. Powers was absent. Motion carried.

This item is tentatively scheduled to be reviewed by the city council on March 8, 2021.

B. Items concerning Minnetonka Station at 10400, 10500, and 10550 Bren Road East.

Chair Sewall introduced the proposal and called for the staff report.

Thomas reported. She recommended approval of the application based on the findings and subject to the conditions listed in the staff report.

Hanson likes the affordable housing and market rate units being mixed together rather than in separate buildings.

Hanson asked if the city has considered requiring multi-family residential developments to have charging stations for electric vehicles. Thomas noted that the city's new sustainability commission will consider creating a policy regarding charging stations and invited Hanson to ask the applicant if charging stations would be included in the project.

Henry confirmed with Thomas that the mass of the building on the trail side has been broken up since the commission last reviewed the proposal.

Mike Krych, partner with BKV Group, applicant, stated that:

- He thanked Thomas for working through some tough areas of the proposal. He appreciated her patience.
- He shared a presentation. The project goals include fitting the project in with the overall Opus plan.
- The building's east façade was pulled back 20 feet to widen the access point and allows room for additional landscaping. The proposal would provide a bike trail system, natural habitat and vegetation, and additional trees beyond ordinance requirements.
- There would be a unique, stormwater-management feature on the west side visible as an architectural-feature element.
- There would be a raised, outdoor courtyard; pool; quiet courtyard; large plaza spaces; guest parking; public art features; pet spa; and dwelling units with walkouts to yards and bike access.
- The overall design concept uses defined exterior materials. He provided additional renderings.
- He would continue to work with staff to decide on the type of public art to be incorporated.
- The building design would be screened by landscaping as the plantings mature.
- Corners of the building have been tiered to provide roof terraces to create variation and variety.
- There would be room for boulevard trees and landscaping near the café not shown in the current illustration.
- Visitor parking would be located on the outside and ten visitor stalls would also be located on the inside.

Hanson appreciated the presentation. He asked for the feasibility of increasing the number of stories. Mr. Krych explained that due to the building code requirements and ground water issues, the structure could have two levels of parking within the concrete structure and five stories above that.

Maxwell asked why it would not be feasible to lower the structure. Mr. Krych answered that the soil and water table prevents going lower, but two level units on the north and west side would screen the parking levels and the corners of the building would be stepped down to six stories to prevent the appearance of one, long façade. Material and color changes would create further interest and screen the parking area. There are plenty of buildings well over seven stories in the area, so the proposal would fit well in the overall Opus development.

Waterman asked what was traded to move the building back 20 feet. Mr. Krych answered that the size of some parking stalls and apartments were decreased.

In response to Henry's question, Jeff McMann, of Linden Street Investments and one of the partners of the proposal, stated that he is working with staff to determine the appropriate affordable housing component for the project. The Minnetonka Economic Development Authority Commission (EDAC) will review the applicant's proposal of 10 percent of the units being affordable with 50 percent AMI. That would exceed Minnetonka's policy regarding affordable housing. He is excited to make affordable housing part of the project.

Scott Richardson, of Linden Street Investments, stated that the discussion of affordable housing and TIF has fluctuated the last few months. None of the numbers in the report have been updated, but the current proposal would be reviewed by the EDAC on Feb. 25, 2021. Thomas confirmed that changes and the current proposal related to TIF and affordable housing would be reviewed by the EDAC and city council.

Chair Sewall supports integrating the affordable units with market-rate units rather than segregating them. Mr. Richardson confirmed that the affordable units would be disbursed throughout the market-rate units.

Henry asked if the city's pollinator-vegetation requirements would be met. Mr. Krych answered affirmatively. Thomas confirmed that compliance with the pollinator-vegetation ordinance would be a condition of approval. She explained that the Opus place-making document provides a specific list of the species of vegetation that are required to be planted for each property in Opus. The pollinator-vegetation ordinance and Opus place-making document would both apply to the proposal.

Henry liked the use of solar panels on the roof. He asked what renewable energy resources would be utilized. He suggested using soundproof insulation to provide privacy for residents. Mr. Krych stated that the proposal would be of high quality built for the long term. The proposal would meet building code requirements. A standard wall or floor would minimize sound. Doors, windows and corridors allow sound to travel further. The goal is to provide capture of solar power if feasible. The overall project design incorporates sustainable features including utilizing low VOC paints, capturing rain water, and utilizing permeable surfaces when possible. These improvements would improve upon the current conditions. Mr. Richardson emphasized that noise mitigation and sustainability are important to multi-family dwelling units. The building code

requirements are more stringent now than in previous years. One of the lead investors for the project runs a solar-energy company and is an expert.

Banks appreciated the applicant's presentation. He asked for the amount of rent that would be charged. Mr. Richardson answered $2.17 per square foot which is in line with the market. A studio unit would be approximately 600 square feet in size; one-bedroom unit 750 square feet in size; and a two-bedroom 1,000 square feet in size. One-bedroom units would charge approximately $1,600 a month for rent.

Chair Sewall asked if there would be a dog walk or play area. Mr. Krych pointed out a pet spa and dog relief area on the northeast corner of the site plan.

The public hearing was opened. No testimony was submitted and the hearing was closed.

Henry asked how a visitor would access the indoor visitor-parking stalls. Mr. Krych explained that those stalls would be accessible to anyone. There would be a secure gate separating the visitor parking stalls from the resident parking stalls. Eighteen visitor stalls would be sufficient.

Waterman thanked the applicant and staff for a great presentation. The concept plan was well developed in October and makes this review very easy. The modification to the master development plan is reasonable. The site was previously approved to be developed with a multi-family residential use. The affordable-housing units would provide a public benefit and justify the PUD zoning. The proposed building and site design are appropriate for the area. The detail provided in the application makes it easy to review. He supports the proposal.

Hanson concurs with Waterman. He thanked the applicant for one of the best presented projects that he has seen in his three years on the commission. The plans and renderings make it clear to see what would happen. The proposal would be a great use of the site. For a large multi-family, residential project, this is the most unique building he has seen with the utilization of public art and glass on the ground floor. He is excited for the proposal to be built.

Banks agrees. He supports the proposal. The project would benefit the area. He hopes that at least ten percent of the units would be able to meet affordability requirements.

Maxwell concurs. She appreciates the detail that went into the concept plan review and made this review much easier. The master development plan amendment is reasonable contingent on the affordable housing component being finalized. The building and site designs are well done. She appreciates the effort made to turn functionally-necessary elements into aesthetically-designed elements that elevate the proposal including the visible stormwater management area and landscaping. She agrees that this proposal could be a marquee, flagship-style building for Minnetonka and BKV. It could be a real leader in sustainability. She supports the proposal. It is very well done and thought out.

Henry likes the changes to the proposal including the addition of solar panels, the reduction in visual mass of the corners of the building on the north side and the addition of rooftop trellises. The proposal is well done, detailed, and thoughtful. He looks forward to the proposal being built and taking a tour when completed.

Hanson requested city staff promote a bike café as a potential amenity for the Opus area and improve the maintenance, signage, and connectivity of the biking and walking paths in the area. Gordon provided that the Opus trail system is on a schedule to be upgraded. He agreed that the trails need to be improved to current standards.

Chair Sewall concurs with commissioners. The proposal is an important, corner-stone project. This is probably the best project he has seen proposed for Opus. The EDAC will work through the affordable housing component. He is a strong proponent for the integration of affordable units with market-rate units and opposes segregation of affordable units. He supports staff's recommendation.

Banks moved, second by Maxwell, to recommend that the city council adopt the following items related to the properties at 10400, 10500, and 10500 Bren Road East: an ordinance approving a major amendment to the existing master development plan; a resolution approving final site and building plans; and a resolution approving preliminary and final plats.

Waterman, Banks, Hanson, Henry, Maxwell, and Sewall voted yes. Powers was absent. Motion carried.

The city council is tentatively scheduled to review this item at its meeting on March 8, 2021.

9. Adjournment

Hanson moved, second by Maxwell, to adjourn the meeting at 8:45 p.m. Motion carried unanimously.

By: _____
Lois T. Mason
Planning Secretary

Ordinance No. 2021-

An ordinance amending the existing master development plan for the properties at 10400, 10500, and 10550 Bren Road East

---

The City Of Minnetonka Ordains:

Section 1. Background

1.01 The subject properties are located at 10400, 10500, and 10550 Bren Road East.

1.02 The properties are legally described as:

Parcel A:
Lots 1 and 3, Block 1, Bren Trail, Hennepin County, Minnesota.
Together with the benefits contained in Declaration of Reciprocal Easements dated May 11, 2010, filed May 12, 2010, as Document Number 9511555.

Parcel B:
Lot 2, Block 1, Bren Trail, Hennepin County, Minnesota.
Together with the benefits contained in Declaration of Reciprocal Easements dated May 11, 2010, filed May 12, 2010, as Document Number 9511555.

Abstract Property

1.03 In 2018, the city approved the master development plan for the site, which would facilitate the construction of a residential project called The Mariner. Under this approved master development plan, the subject site is approved for a six-story, 194-unit market-rate apartment building and a five-story 55-unit workforce housing apartment building, both developed in substantial conformance with plans submitted as part of the 2018 city review.

1.04 Minnetonka Multifamily Housing 1 is requesting the existing master development plan be amended. The amendment would allow for the construction of a seven-story, 275-unit apartment building, with ten percent of the units meeting affordability guidelines.

Section 2. Findings

2.01 The proposal is consistent with the OPUS area's mixed-use designation in the comprehensive guide plan.

2.02 The proposal is consistent with City Council Policy 13.2, Affordable Housing Policy.

2.03 The proposal would not negatively impact the public health, safety, or general welfare.

Section 3.

3.01 Approval is subject to the following conditions:

1. The site must be developed and maintained in substantial conformance with the following plans unless modified by the conditions below:

   - Site Plan, dated Jan. 22, 2021,
   - Grading Plan, dated Jan. 22, 2021
   - Utility Plan, dated Jan. 22, 2021
   - Storm Sewer Plan, dated Jan. 22, 2021
   - Building plans and elevations, dated Nov. 25, 2021

   The above plans, amended to maintain a minimum 20 ft setback from newly established driveway easement as required by Council Resolution 2021-XXX, Preliminary and Final Plats, are hereby adopted as the master development plan.

2. The development must further comply with all conditions outlined in City Council Resolution No. 2021-XXX, Site and Building Plan approval, adopted by the Minnetonka City Council on March 8, 2021.

Section 4. A violation of this ordinance is subject to the penalties and provisions of Chapter XIII of the city code.

Section 5. This ordinance is effective immediately.

Adopted by the City Council of the City of Minnetonka, Minnesota, on March 8, 2021.

_____

Brad Wiersum, Mayor

Attest:

_____
Becky Koosman, City Clerk

Action on this ordinance:

Date of introduction: Jan. 25, 2021
Date of adoption:
Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:
Ordinance adopted.
Date of publication:

I certify that the foregoing is a correct copy of an ordinance adopted by the city council of the City of Minnetonka, Minnesota at a regular meeting held on March 8, 2021.

_____
Becky Koosman, City Clerk

Resolution No. 2021-

Resolution approving final site and building plans for Minnetonka Station, a multi-family residential development at 10400, 10500, and 10550 Bren Road East

---

Be it resolved by the City Council of the City of Minnetonka, Minnesota, as follows:

Section 1. Background.

1.01 Minnetonka Multifamily Housing 1 has requested approval of final site and building plans for a 275-unit apartment building at 10400, 10500, and 10550 Bren Road East.

1.02 The properties are legally described as:

Parcel A:
Lots 1 and 3, Block 1, Bren Trail, Hennepin County, Minnesota.
Together with the benefits contained in Declaration of Reciprocal Easements dated May 11, 2010, filed May 12, 2010, as Document Number 9511555.

Parcel B:
Lot 2, Block 1, Bren Trail, Hennepin County, Minnesota.
Together with the benefits contained in Declaration of Reciprocal Easements dated May 11, 2010, filed May 12, 2010, as Document Number 9511555.

Abstract Property

1.03 On Feb. 18, 2021, the planning commission held a hearing on the proposal. The applicant was provided the opportunity to present information to the commission. The commission considered all of the comments received and the staff report, which are incorporated by reference into this resolution. The commission recommended the city council approve the final site and building plans.

Section 2. Standards and Findings.

2.01 City Code §300.27, Subd.5 outlines several items that must be considered in the evaluation of the site and building plans. Those items are incorporated by reference into this resolution.

Section 3. Findings

3.01 The proposal would meet site and building plan standards outlined in the City Code §300.27, Subd.5.

1. The proposed high-density residential development is consistent with the general housing goals of the 2040 Comprehensive Guide Plan and the Plan's specific goal to provide additional housing in the OPUS area. Further, the proposal has been reviewed by city planning, engineering, and natural resources staff and found to be generally consistent with the city's development guides, including the water resources management plan.

2. The proposal is consistent with the PUD zoning ordinance.

3. The subject property is a developed site with no "natural" areas. The proposal is considered redevelopment.

4. The proposal would result in a harmonious relationship of buildings, with open space generally located at the perimeter of the site.

5. The proposal would result in a unique and attractively-designed development.

6. As new construction, the building code would require use of energy-saving features.

7. The proposal would visually and physically alter the property and the immediate area. However, this change would occur with any redevelopment of the site, which the city has long anticipated.

Section 4. City Council Action.

4.01 The above-described site and building plans are hereby approved based on the findings outlined in Sections 3 of this resolution. Approval is subject to the following conditions:

1. Subject to staff approval, the site must be developed and maintained in substantial conformance with the following plans, except as modified by the conditions below:

   - Site Plan, dated Jan. 22, 2021,
   - Grading Plan, dated Jan. 22, 2021
   - Utility Plan, dated Jan. 22, 2021
   - Storm Sewer Plan, dated Jan. 22, 2021
   - Building plans and elevations, dated Nov. 25, 2020

2. A site development permit is required. This permit will cover demolition, grading, installation of sewer, water, and stormwater facilities, and construction of parking lots, sidewalks, and trails.

a) Unless authorized by appropriate staff, no site work – including tree removal – may begin until a complete site development permit application has been submitted, reviewed by staff, and approved.

b) The following must be submitted for the site development permit application to be considered complete.

1) Electronic plans and specifications submitted through the city's electronic permit and plan review system.

2) Final site, grading, utility, stormwater management, landscape, tree mitigation plans, and a stormwater pollution prevention plan for staff approval. All plans must illustrate a minimum 20-foot structural setback from newly established road easement as required by Council Resolution 2021-xx (preliminary and final plat). In addition:

a. Final utility plan. The plan:

- Must meet Minnesota plumbing codes, as applicable.
- Include two fire hydrants on the south side of the building. One near the southwest corner and one near the southeast corner.

b. Final stormwater management plan. The plan must demonstrate conformance with the following criteria:

- Rate. Limit peak runoff flow rates to that of existing conditions from the 2-, 10-, and 100-year events at all points where stormwater leaves the site.
- Volume. Provide for onsite retention of 1-inch of runoff from the entire site's impervious surface.
- Quality. Provide for all runoff to be treated to at least 60 percent total phosphorus annual removal efficiency and 90 percent total suspended solid annual removal efficiency.

In addition:

- The underground facilities must be inspected by a qualified third party during installation, and that party must verify that the pressure requirements are adequately met.

3) A utility exhibit. The exhibit must show only property lines, buildings, sewer, water, storm sewer, and underground stormwater facilities. The exhibit must clearly note which facilities are public and which are private.

4) Draft Development Contract.

c) Prior to issuance of the site development permit:

1) This resolution must be recorded at Hennepin County.

2) Obsolete utility easements must be vacated.

3) The final plat must be released for recording.

4) Administrative and engineering fees, as required by the ordinance, must be submitted.

5) Park dedication in the amount of $1,375,000 must be submitted. At its sole discretion, the city may credit verified costs for the construction of site elements consistent with the OPUS Area Placemaking + Urban Design Implementation Guide. The details for cost verification and crediting will be outlined in the contract for private development. In the event that credit is given, a separate legal document must be executed and recorded against the property outlining the public/private responsibility for costs associated with long-term maintenance of these site elements.

6) Submit the following documents

a. Executed Development Contract.

b. A stormwater maintenance agreement in a city-approved format for review and approval of city staff.

c. A private hydrant maintenance agreement in a city-approved format for review and approval of city staff.

d. Staging plan and construction phasing exhibit(s) for staff review and approval. The plan and exhibit(s) must:

- Include scheduling information regarding the ability or limitations of use of easements (permanent or temporary) controlled by Southwest Light Rail Transit.

- Illustrate crane locations and swing radii to confirm how the building will be constructed. Road closures or lane shifts will not be permitted to facilitate the construction of the building.

- Include a copy of a signed parking agreement for off-site parking. No parking will be permitted within the public right-of-way.

e. A MPCA Sanitary Sewer Extension permit or documentation that a permit is not required.

f. A MDH permit for the proposed water main construction or documentation that a permit is not required.

g. A MPCA NPDES permit.

h. A construction management plan. The plan must be in a city-approved format and must outline minimum site management practices and penalties for non-compliance.

i. Financial guarantees in the amount of 125% of a bid cost or 150% of an estimated cost to comply with grading permit and landscaping requirements and to restore the site. Staff is authorized to negotiate the manner in which site work and landscaping guarantees will be provided, except bonds will not be accepted. The city will not fully release the guarantee until: (1) as-built drawings and tie-cards have been submitted; (2) a letter certifying that the underground facility has been completed according to the plans approved by the city; (3) vegetated ground cover has been established; and (4) required landscaping or vegetation has survived one full growing season.

j. Evidence that an erosion control inspector has been hired to monitor the site through the course of construction. This inspector must provide weekly reports to natural resource staff in a format acceptable to the city. At its sole discretion, the city may accept escrow dollars, in an amount to be determined by natural resources staff, to contract with an erosion control inspector to monitor the site throughout the course of construction.

k. Cash escrow in an amount to be determined by city staff. This escrow must be accompanied by a document prepared by the city attorney and signed by the builder and property owner. Through this document the builder and property owner will acknowledge:

- The property will be brought into compliance within 48 hours of notification of a violation of the construction management plan, other conditions of approval, or city code standards; and

- If compliance is not achieved, the city will use any or all of the escrow dollars to correct any erosion and/or grading problems.

7) Install erosion control, tree protection fencing, and any other measures identified on the SWPPP for staff inspection. These items must be maintained throughout the course of construction.

8) Hold a preconstruction meeting with site contractors and city planning, engineering, public works, and natural resources staff. The meeting may not be held until all items required under 2(b) and 2(c)(6) of this resolution have been submitted, reviewed by staff, and approved.

9) Permits may be required from other outside agencies, including the Nine-Mile Creek Watershed District. It is the applicant's responsibility to obtain any necessary permits.

3. Prior to issuance of a building permit, submit the following:

a) A final landscaping plan. The plan must:

1) Include information pertaining to species, sizes, quantities, locations, and landscape value.

2) Meet value requirements per city code requirement.

3) Include pollinator-friendly species per city code requirements.

4) Include tree mitigation per city code requirements.

5) Meet the guidelines of the OPUS Area Placemaking + Urban Design Implementation Guide.

6) Show deciduous trees to be located at least 10 feet from public trails and 15 feet from public streets. Evergreens must be located at least 15 feet from public trails and 20 feet from public streets.

NOTE: Only small shrubs, perennials, and grasses may be located in public easements unless specifically approved by public works and engineering staff.

b) Landscape Maintenance Agreement. The agreement must cover areas where landscaping will be established through the use of native seeding to ensure long-term maintenance following the establishment period. The work must be overseen by a qualified restoration contractor and financial securities held until fully established.

c) A process to solicit and receive input and to make a final decision on public art.

d) A snow removal and chloride management plan.

e) A construction management plan. This plan must be in a city-approved format and outline minimum site management practices and penalties for non-compliance. If the builder is the same entity doing site work, the construction management plan submitted at the time of grading permit may fulfill this requirement.

f) Cash escrow in an amount to be determined by city staff. This escrow must be accompanied by a document prepared by the city attorney and signed by the builder and property owner. Through this document, the builder and property owner will acknowledge:

- The property will be brought into compliance within 48 hours of notification of a violation of the construction management plan, other conditions of approval, or city code standards; and

- If compliance is not achieved, the city will use any or all of the escrow dollars to correct any erosion and/or grading problems.

If the builder is the same entity doing site work, the escrow submitted at the time of grading permit may fulfill this requirement.

4. The property owner is responsible for replacing any required landscaping that dies.

5. Construction must begin by Dec. 31, 2022, unless the city council grants a time extension.

Adopted by the City Council of the City of Minnetonka, Minnesota, on March 8, 2021.

_____
Brad Wiersum, Mayor

Attest:

_____
Becky Koosman, City Clerk

Action on this resolution:

Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:
Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held March 8, 2021.

_____
Becky Koosman, City Clerk

SEAL

Resolution No. 2021-

Resolution approving the preliminary and final plat of MINNETONKA STATION at 10400, 10500, and 10550 Bren Road East

---

Be it resolved by the City Council of the City of Minnetonka, Minnesota, as follows:

Section 1. Background.

1.01 Minnetonka Multifamily Housing 1 has requested approval preliminary and final plats of MINNETONKA STATION at 10400, 10500, and 10550 Bren Road East.

1.02 The properties are legally described as:

Parcel A:
Lots 1 and 3, Block 1, Bren Trail, Hennepin County, Minnesota.
Together with the benefits contained in Declaration of Reciprocal Easements dated May 11, 2010, filed May 12, 2010, as Document Number 9511555.

Parcel B:
Lot 2, Block 1, Bren Trail, Hennepin County, Minnesota.
Together with the benefits contained in Declaration of Reciprocal Easements dated May 11, 2010, filed May 12, 2010, as Document Number 9511555.

Abstract Property

Section 2. General Standards.

2.01 City Code §400.030 outlines general design requirements for residential subdivisions. These standards are incorporated by reference into this resolution.

Section 3. Findings.

3.01 The proposed plats would meet the design standards as outlined in City Code §400.030.

Section 4. Council Action.

4.01 The above-described preliminary and final plats are hereby approved, subject to the following conditions:

1. Prior to the release of the final plat for recording, submit the following:

   a) A copy of Driveway Easement Doc. No. 4372853.

   b) The following documents for review and approval of the city attorney:

      1) Title evidence that is current within thirty days before the release of the final plat.

      2) An easement over the easterly 20 feet of the property for roadway, utility, and sidewalk/trail purposes. The city will not be responsible for the maintenance of driveways or trails in the area unless or until the driveways and sidewalks are converted to and accepted as public infrastructure.

      3) Secondary roadway easements over existing and proposed trails not covered by the above.

      4) Encroachment agreement for portions of the underground chamber within platted drainage and utility easements.

   c) An electronic CAD file of the plat in microstation or DXF.

   d) Two sets of mylars for city signatures.

2. This approval will be void on Mar. 8, 2022, if: (1) a final plat is not recorded; and (2) the city council has not received and approved a written application for a time extension.

Adopted by the City Council of the City of Minnetonka, Minnesota, on March 8, 2021.

_____

Brad Wiersum, Mayor

Attest:

_____

Becky Koosman, City Clerk

Action on this resolution:

Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:
Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on March 8, 2021.

_____

Becky Koosman, City Clerk

City Council Agenda Item #14B
Meeting of Mar. 8, 2021

Brief Description	Interfund loan for the advance of certain costs in connection with a tax increment financing district to be created within Development District No. 1 in Opus
Recommendation	Adopt the resolution

Background

Linden Street Partners is exploring redevelopment and conversion of the properties at 10400, 10500, and 10550 Bren Road East. The properties currently contain two-story office buildings and associated surface parking. The sites were previously owned by Newport Midwest and had an approved master development plan, and final site and building plans for a 249-unit apartment building. The developer was unable to secure financing to move the project forward.

Proposed Project

Linden Street Partners is considering a similar redevelopment of the three properties. As contemplated, an approximately 275-unit, seven-story apartment building would be constructed. In addition to the private units, the conceptual plan includes a resident clubroom, fitness center, bike lounge, and several outdoor amenity areas.

Previous Financing Request

At the Oct. 29, 2020 EDAC meeting, staff presented the following request for assistance. The developer had requested the city consider providing tax increment financing up to $9 million to assist with providing 55 units affordable at 50% of the area median income for a term of 30 years. The affordable rents (ranging from studio to two-bedroom) in the project were proposed to range between $905 and $1,163 per month, and market-rate apartments would range from $1,103 to $2,718 per month. The per-unit/per year cost of providing the affordable units was $5,357 (assuming the project received the requested $9 million in tax increment financing). For comparison, the Birke (Doran) received $4.8 million in TIF to provide 35 affordable units, a cost of $4,571 per unit/per year.

The city's financial consultant, Ehlers, conducted an initial review of the developer's proforma and provided a memo that reviewed the points of the developer's request for assistance. Below is a summary of the key points of the memo:

- Ehlers concluded that the project would require $1.85 million in financial assistance for the provision of affordable units.
- A Housing TIF District or TIF Pooling was recommended as the financing source for the project.
    - If structured as a Pay-As-You-Go Note, the proposed term would have been 4 years of TIF with an interest rate at lesser of 4.5% or the developers actual financing rate, and would be repayable from 90% of the available tax increment financing; or

- The assistance could have been provided from the city's pooled TIF in the form of an up-front grant since the project would qualify for the use of TIF pooling.

Following the EDAC meeting, staff continued to have discussions with the developer on the level of affordability and assistance for the project. The developer did not agree that the $1.85 million in assistance was feasible for the project for the number of affordable units.

Current Financing Request

Following the Oct. 29, 2020 EDAC meeting, staff continued to negotiate with Linden Street partners. The developer indicated that it would work with the city to meet the city's affordable housing goals by providing 5% of the units at 50% AMI and 5% of the units at 60% AMI. The city communicated to the developer its goal of trying to increase the amount of 50% AMI units in Opus. The developer has agreed to provide 10% of the units affordable at 50% with financial assistance.

Ehlers has reviewed the request and provided a memo with the key points of the recommendation. Below is a summary of that request:

- Provide assistance up to $553,000, structured as an up-front payment to the developer
  - The $553,000 would be paid upfront through the city's development fund.
    - Establish an interfund loan to repay the city's contribution through increment generated by the proposed TIF renewal and renovation district
  - This assistance represents the annual difference in income by increasing 5% of the units to 50% AMI (removing 5% at 60% AMI).
  - Require a 30-year term of affordability to align with the city's policy

EDAC Recommendation

On Feb. 25, 2021, the EDAC reviewed the financing recommendation for Minnetonka Station and the overall concept to establish the Opus Renewal and Renovation District. Below is a summary of the feedback (the minutes are not yet available):

Minnetonka Station Financing

- Commissioners agreed with providing $553,000 in assistance as an upfront contribution to assist the developer with providing 10% of the units at 50% AMI.
  - The assistance is structured to finance the additional 5% at 50% AMI that the developer is providing above and beyond the city's affordable housing policy.
  - Commissioners expressed support for encouraging the developer to provide more units than what is recommended under the city's policy.
    - Commissioners supported staff goal of working to diversify the overall mix of housing affordability in Opus.
- Staff previewed the components to be included in a contract for private development.
  - Commissioners recommended that staff proceed with drafting a contract that satisfied the affordable housing policy and city priorities to present to the city council on March 8, 2021.

Opus Renewal and Renovation District

- Staff previewed the analysis regarding the establishment of a renewal and renovation district with the EDAC on Feb. 25, 2021.

- Commissioners agreed with the overall strategy to create the district to assist the city in funding road improvements, affordable housing, and any future infrastructure needs.
    - Commissioners indicated that the approach to create a larger tax increment district is preferable to establishing TIF housing districts for each individual project.
        - The Renewal and Renovation District allows for greater flexibility to support the mix of affordable units in Opus.
- Commissioners supported the concept of collecting increment to pay for road improvements rather than assessing individual property owners.

Opus Renewal and Renovation District

On Feb. 25, 2021, staff provided an update to the Economic Development Advisory Commission (EDAC) on the proposed establishment of a Renewal and Renovation Tax Increment Financing District in Opus. This strategy would assist the city with financing necessary road improvements, public improvements, and affordable housing units that are part of the four housing redevelopment projects and potential future projects. Based upon the location of these projects, the proposed R & R TIF District would be comprised of 23 parcels on the western portion of Opus.

The city has completed the analysis required to determine the eligibility of the district, and the next step is to go through the formal process to establish the TIF district. If approved, the district is anticipated to generate approximately $54 million in future value increment over the next 16 years (the full term of the R & R district). Roughly $2.4 million would be available on an annual basis to pay for road improvements and administrative expenses. A remaining $1.29 million per year could be available to provide affordable housing initiatives. Steps to create the TIF district are as follows:

- March 8 – Ehlers conducts an internal review of the plan, and the city council considers a resolution identifying parcels to be included in the TIF R & R district
- April 15 – Publication of hearing notice and map published in Sun Sailor
- April 26 – City council holds a public hearing and approves creation of the TIF R & R District
- April 27 – City may issue building permits

The timing of the establishment of the TIF R & R District is critical as the city cannot issue a building permit for any of the projects prior to the public hearing for the TIF District in April. Two of the four housing projects are seeking final approval from the city council in March, which would align with the proposed TIF process that is outlined. The city would establish an interfund loan, through the Special Assessment Construction Fund, in the amount of $1 million, with a 4% interest rate, to reimburse itself for any expenses related to the establishment of the TIF R & R District. The attached memo from Ehlers further describes the establishment of the district and the potential tax increment that the district could generate to assist with these projects.

Staff is recommending that the council approve the resolution for the interfund loan in the amount of $1 million for reimbursement of costs associated with the establishment of the TIF Renewal and Renovation District. The Economic Development Authority, following the council meeting, will consider approving the following:

Minnetonka Station

- Resolution approving a contract for private development with Minnetonka Multifamily 1 LLC; and
- Resolution authorizing an interfund loan for the advance of certain costs in connection with a grant for a multifamily housing development; and
- Resolution authorizing an interfund loan for the advance of certain costs in connection with a tax increment financing district to be created within Development District No. 1; and
- Contract for Private Development.

Opus TIF District:

- Resolution authorizing an interfund loan for the advance of certain costs in connection with a tax increment financing district to be created within Development District No. 1; and
- Resolution designating buildings as structurally substandard within Development District No. 1 of the City of Minnetonka; and authorizing the execution of a preliminary development agreement; and
- Preliminary Development Agreement.

Julie Eddington, the city's EDA attorney, has prepared the documents associated with the Opus Renewal and Renovation District. Ms. Eddington will be available to answer any questions.

Recommendation

Staff recommends that the city council adopt the resolution:

Authorizing an interfund loan to the Economic Development Authority in and for the City of Minnetonka, Minnesota, for the advance of certain costs in connection with a tax increment financing district to be created within Development District No. 1.

Submitted through:
Geralyn Barone, City Manager
Julie Wischnack, AICP, Community Development Director
Darin Nelson, Finance Director

Originated by:
Alisha Gray, EDFP, Economic Development and Housing Manager

Attachments:

Location Map

Memos from Keith Dahl (Ehlers) – Minnetonka Station Recommendation

Memos from Keith Dahl (Ehlers) – Tax Increment Renewal and Renovation District

Affordable Housing Production

Affordable Housing Policy

2020 Affordable Housing Income Limits

Supplemental Information:

Feb. 25, 2021 EDAC Meeting – Opus Renewal and Renovation District and Linden Street Partners

- Link to meeting video

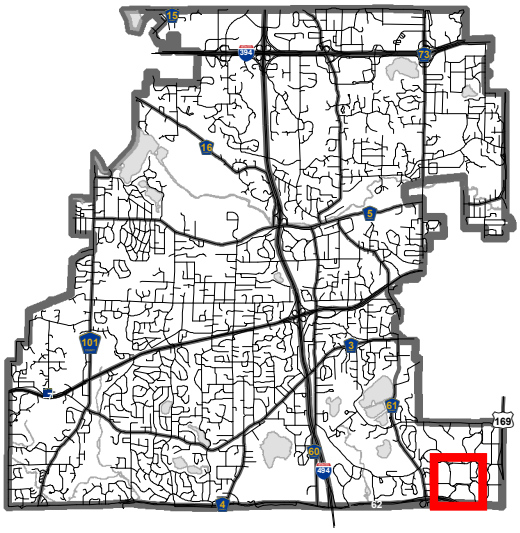
Oct. 29, 2020 EDAC Minutes

Oct 12, 2020 City Council – Opus Housing Brief

Location Map

Project: Minnetonka Station
Address: 10400,10500 & 10550 Bren Rd E

CITY OF MINNETONKA



EHLERS
PUBLIC FINANCE ADVISORS

MEMORANDUM

TO: Julie Wischnack – Community Development Director
Alisha Gray – Economic Development and Housing Manager
FROM: Stacie Kvilvang & Keith Dahl - Ehlers
DATE: February 18, 2020
SUBJECT: Linden Street Partners – Analysis of Financial Request

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In the fall of 2020, the City received a financial assistance request from Linden Street Partners (the "Developer") seeking financial assistance in the amount of $9 million of Tax Increment Financing (TIF). The Developer had proposed to construct a 273-unit apartment with studio, 1, and 2-bedroom units with 20% of the units affordable at 50% of the area median income (AMI).

Based on our review, the Developer's financial request was more than what was necessary for the project to be "financially feasible". **We concluded that the project would only require $1.85 million in financial assistance.** The Developer concluded they could not proceed with that amount of TIF assistance for the project as proposed. They worked with staff to review providing a reduced amount of affordability that would still be in excess of the City's inclusionary housing policy. Based upon this, the Developer submitted an updated project consisting of a 275-unit (2 more units than prior submittal) with 10% of the units affordable at 50% of the AMI and requested $800,000 in up front assistance. The project is anticipated to commence construction this spring and cost approximately $68.4 million.

Pursuant to the City's inclusionary housing policy, at least 5% of the units have to be affordable at 50% of AMI and 5% have to be affordable at 60% of AMI. The annual difference in income by increasing the affordability to 10% at 50% AMI (removing the 5% at 60% AMI) is approximately $33,500/year. We completed a present value calculation of this amount over a 30-year term (required term of affordability) at 4.5% which is the Developers proposed financing rate. **Based upon this, we conclude assistance in the amount of $553,000 is up front assistance is supported for this project.**

Please contact either of us at 651-697-8500 with any questions.

MEMORANDUM

TO: Julie Wischnack – Community Development Director
Alisha Gray – Economic Development and Housing Manager
FROM: Stacie Kvilvang & Keith Dahl - Ehlers
DATE: February 17, 2020
SUBJECT: New Renewal and Renovation TIF District (R & R District) – Opus Business Park

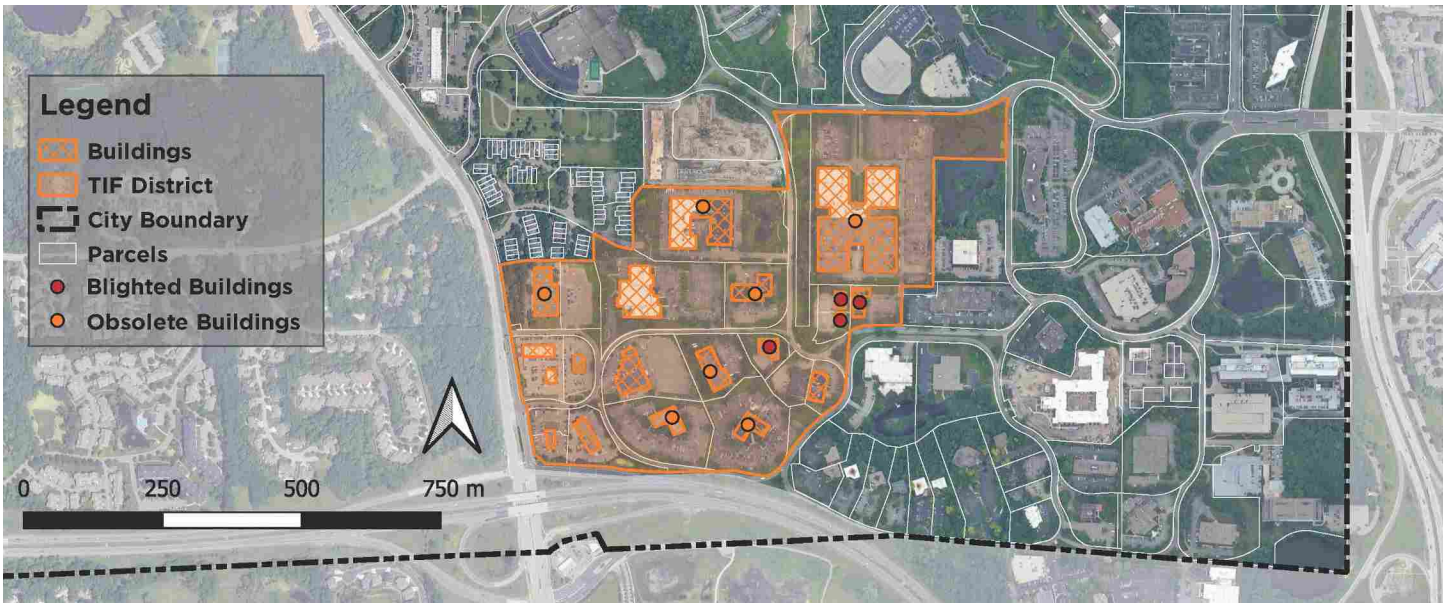
We have been discussing the creation of the above referenced TIF district to assist the City in paying for significant road and other public improvements in the area (approximately $25 million), as well as assisting redevelopment initiatives within the District.

A R & R District has a term of 16 years and requires that (i) parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures; (ii) 20 percent of the buildings are structurally substandard; and (iii) 30 percent of the other buildings require substantial renovation or clearance to remove existing conditions such as: inadequate street layout, incompatible uses or land use relationships, overcrowding of buildings on the land, excessive dwelling unit density, obsolete buildings not suitable for improvement or conversion, or other identified hazards to the health, safety, and general well-being of the community.

Based upon discussions with staff and the future road and other public improvements required, the R & R District would be comprised of the following 23 parcels (of which 19 have buildings on them):

Parcel number	Address	Owner
36-117-22-31-0017	10500 Bren Rd E	NewPort MW
36-117-22-31-0018	10400 Bren Rd E	Mariner Aff. Apts LP
36-117-22-31-0019	10550 Bren Rd E	NewPort MW
36-117-22-32-0004	5959 Shady Oak Rd	Isla Affiliated Building
36-117-22-32-0056	Not Assigned	Isla Affiliated Building
36-117-22-33-0010	10901Red Circle Dr	Shady Oak Office Center LLC
36-117-22-31-0014	10701Bren Rd E	TJT LLC
36-117-22-31-0005	10301Bren Rd W	Talon Bren Road Llc
36-117-22-31-0016	10901Bren Rd E	Lyn-James Llc
36-117-22-32-0071	10900 Red Cirlce Dr	Transition Networks Inc
36-117-22-33-0016	6001Shady Oak Rd	Mtka Crossings-Pi LLC
36-117-22-33-0017	11000 Red Circle Dr	Three Putt LLC
36-117-22-33-0020	10985 Red Circle Dr	Summit Hospitality 17 LLC
36-117-22-33-0021	10995 Red Circle Dr	DJD Partners VII LLC
36-117-22-33-0022	10999 Red Circle Dr	DJD Partners VII LLC
36-117-22-34-0010	10701Red Circle Dr	10701Red Circle Llc
36-117-22-34-0011	10601Red Circle Dr	Tangren Capital Llc
36-117-22-34-0013	10401Bren Rd E	Store Master Funding Ix LLC
36-117-22-34-0014	10400 Yellow Circle Dr	Continental Minnetonka LLC
36-117-22-31-0021	Not Assigned	Metropolitan Council
36-117-22-31-0022	10451Bren Rd W	Metropolitan Council
36-117-22-34-0012	10501Bren Rd E	Metropolitan Council
36-117-22-33-0009	10801Red Circle Dr	River Valley Church Of A V

The District meets the required 70% coverage test. The City had CR-BPS complete a blight analysis on four (4) properties it viewed could meet the required blight test (20% of the buildings). Based upon their findings and report, those buildings do meet the test. Staff also concluded that seven (7) properties meet the third test (30% of the remaining buildings). Based upon this, below is a map of the proposed boundaries of the TIF district:



Currently, there are four (4) different redevelopment proposals in varying stages of the review process with the City. These include Doran (5959 Shady Oak Road), Linden Street Partners (10500, 10400 & 10550 Bren Road E.), Wellington (10901 Red Circle Drive) and Kraus Anderson/Aeon (10701 Bren Road). Not all of these projects require TIF assistance from the District and staff and Ehlers is working through the analysis process to bring forward any recommendations for assistance.

Based upon these preliminary development proposals, the District could generate in excess of $54 million in future value tax increment (over 16 years). Many of these dollars could be made available to the City on an annual basis (up to $3.7M) to pay for administrative costs, required public improvements within and adjacent to the TIF district, and up to 30% annually for other multi-family rental affordable housing initiatives ($1.1 million and would leave a net of approximately $2.6 million for administrative costs and road improvements). In order to utilize the 30%, the City would need to make that election within the TIF plan at the time of establishment.

Please contact either of us at 651-697-8506 with any questions.

Schedule of Events

Minnetonka Economic Development Authority
Hennepin County, Minnesota

For the proposed Modification to the Redevelopment Plan for Development District No. 1 & the proposed establishment of Opus Business Park (a renewal and renovation district)

February 18, 2021

February 25, 2021	EDAC reviews financial request.
February 26, 2021	Project information, property identification numbers, fiscal impacts and maps sent to Ehlers for drafting documentation. Ehlers confirms whether building permits have been issued on the property to be included in the TIF District.
February 26, 2021	Letter received by County Commissioner giving notice of potential housing TIF district (at least 45 days prior to publication of public hearing notice). [Ehlers will distribute.]
By March 8, 2021	Ehlers conducts internal review of Plans.
March 11, 2021	Fiscal/economic implications received by School Board Clerk and County Auditor (at least 45 days prior to public hearing) and County receives information for review of county road impacts. [Ehlers will distribute.]

*The County Board, by law, has 45 days to review the TIF Plan to determine if any county roads will be impacted by the development. Because City staff believes that the proposed TIF district will not require unplanned county road improvements, the TIF Plan was not forwarded to the County Board 45 days prior to the public hearing. Please be aware the County Board could claim that tax increment should be used for county roads, even after the public hearing.

April 15, 2021	Publication of hearing notice and map in the Hopkins Minnetonka Sun Sailor (at least 10 days but not more than 30 days prior to hearing). [Ehlers will submit notice, map and instructions. Publication deadline: April 8, 2021.]
April 26, 2021	City Council holds public hearing at 6:30 PM on the modification to the Redevelopment Plan for Development District No. 1 and the proposed Establishment of Opus Business Park and considers a resolution approving the Plans. [Ehlers and attorney provide packet information April 19, 2021.] EDA considers the Plans, resolution adopting the Plans and an interfund loan in connection with the TIF District. [Attorney provides resolution by April 19, 2021.]
April 27, 2021	City may issue building permits.
Before June 30, 2021	Ehlers files the Plans with the MN Department of Revenue, Office of the State Auditor, and requests certification of the TIF District with the County.

An action under subdivision 1, paragraph (a), contesting the validity of a determination by an authority under section 469.175, subdivision 3, must be commenced within the later of:

(1) 180 days after the municipality's approval under section 469.175, subdivision 3; or

(2) 90 days after the request for certification of the district is filed with the county auditor under section 469.177, subdivision 1.

Name of Project	Number of Affordable Units	Number of Market Rate Units	Total Assistance (for affordable units)	Years of Affordability	Assistance per Unit, per Year	Affordability Level
Linden Street (10400 Bren Rd)	28	247	$553,000	30	$658	10% @ 50% AMI
Doran (5959 Shady Oak)	38	337	No assistance requested	30	N/A	5@50% , 5@60% AMI
Wellington Management	67	223	Under discussion	30	TBD	10%@50% , 20%@80%AMI
United Properties (The Pointe)	19	167	$400,000	30	$701	9%@ 50% AMI, 9%@ 60% AMI
Dominium	482	0	$7,809,000	30	$540	60% AMI
Homes Within Reach (2004-2020 grant years)	59	0	$2,981,435	99	$510	80% AMI
The Ridge	52	0	$1,050,000	30	$673	60% AMI
Shady Oak Crossing	52	23	$1,900,000	30	$2,753	60%AMI
West Ridge Market (Crown Ridge, Boulevard Gardens, Gables, West Ridge)	185	0	$8,514,000	30	$1,534	*Crown Ridge* —60% AMI Boulevard Gardens—60% AMI Gables—initially 80% AMI, now no income limit West Ridge—50% AMI
Beacon Hill (apartments)	62	48	$2,484,000	25	$1,602	50% AMI
Ridgebury	56	163	$3,243,000	30	$1,930	Initially--80% AMI, Now no income limit
Glen Lake (St. Therese, Exchange)	43	119	$4,800,000	30	$3,721	60% AMI
Cedar Point Townhomes	9	143	$512,000	15	$3,792	50% AMI
Tonka on the Creek (Overlook)	20	80	$2,283,000	30	$3,805	50% AMI
At Home - The Chase at 9 Mile	21	106	$2,500,000	30	$3,968	50% AMI
Applewood Pointe	9	80	$1,290,000	Initial Sale/Ongoing maximum %	$4,777	80% AMI
Doran (Birke)	35 (20% of units)	175	$4,800,000	30	$4,571	50% AMI

updated 02/22/2021

Policy Number 13.2
Affordable Housing Policy

Purpose of Policy: This policy establishes general procedures and requirements to govern the City's commitment to affordable housing.

Introduction

The City of Minnetonka has a long history of promoting diversity in the type and size of housing units in Minnetonka, including the production of new affordable rental and ownership opportunities.

This Policy recognizes the city's commitment to provide affordable housing to households of a broad range of income levels in order to appeal to a diverse population and provide housing opportunities to those who live or work in the city. The goal of this policy is to ensure the continued commitment to a range of housing choices by requiring the inclusion of affordable housing for low and moderate-income households in new multifamily or for-sale developments.

The requirements in this policy further the Minnetonka Housing Action Plan and city's Housing Goals and Strategies identified in the 2040 Comprehensive Plan.

Applicability and Minimum Project Size

This policy applies to all new multifamily rental developments with 10 or more dwelling units and all new for-sale common interest or attached community developments, (condominiums, townhomes, co-ops) with at least 10 dwelling units. This includes existing properties or mixed-use developments that add 10 or more units.

Calculation of Units

The number of Affordable Dwelling Units (ADUs) required shall be based on the total number of dwelling units approved by the city. If the final calculation includes a fraction, the fraction of a unit shall be rounded up to the nearest whole number.

If an occupied property with existing dwelling units is expanded by 10 or more units, the number of required ADUs shall be based on the total number of units following completion of expansion.

Affordable Dwelling Unit (ADU)

General Requirements.

<u>For projects not requesting a zoning change and/or comprehensive plan amendment and not receiving city assistance.</u>

- In multi-family rental developments, at least 5% of the units shall be affordable to and occupied by households with an income at or below 50% of

the AMI.

- In attached for-sale common interest or attached community developments (condominiums, townhomes, co-ops), at least 10% of the units shall be affordable to and occupied by households with an income at or below 80% AMI.

For projects requesting a zoning change or comprehensive plan amendment without city assistance.

- In multi-family rental developments, at least 10% of the units shall be affordable to and occupied by households with incomes at or below 60% AMI, with a minimum of 5% at 50% AMI.

- In attached for-sale common interest or attached community developments (condominiums townhomes, co-ops), at least 10% of the units shall be affordable to and occupied by households with an income at or below 80% AMI.

For projects receiving city assistance.

- For multi-family rental developments, at least 20% of the units shall be affordable to and occupied by households with an income at or below 50% of the AMI; or at least 40% of the units shall be affordable to and occupied by households with an income at or below 60% AMI.

- In attached for-sale common interest or attached community developments (condominiums, townhomes, co-ops), at least 10% of the units shall be affordable to and occupied by households with an income at or below 80% AMI.

Calculation of AMI

For purposes of this policy, Area Median Income means the Area Median Income for the Twin Cities metropolitan area calculated annually by the Minnesota Housing Finance Agency for establishing rent limits for the Housing Tax Credit Program (multi-family ADU) and the Department of Housing and Urban Development (attached for-sale common interest or attached community developments, including: condominiums, townhomes, co-ops).

Rent Level Calculation (Multi- Family Rental Developments)

The monthly rental price for an ADU receiving city assistance shall include rent and utility costs and shall be based on fifty percent (50%) or sixty percent (60%) for the metropolitan area that includes Minnetonka adjusted for bedroom size and calculated annually by Minnesota Housing Financing Agency for establishing rent limits for the Housing Tax Credit Program. This does not apply to units not receiving city assistance.

For Sale Projects

The qualifying sale price for an owner-occupied dwelling unit shall include property taxes, homeowner's insurance, principal payment and interest, private mortgage insurance, monthly ground lease, association dues, and shall be based upon eighty (80%) AMI for the metropolitan area that includes Minnetonka adjusted for bedroom size and calculated annually by the Department of Housing and Urban Development.

Period of Affordability

In developments subject to this policy, the period of affordability for the ADUs shall be thirty (30) years.

Location, Standards, and Integration of ADUs

Distribution of affordable housing units. Unless otherwise specifically authorized by this policy, the ADUs shall be integrated within the development and distributed throughout the building(s). The ADUs shall be incorporated into the overall project unless expressly allowed to be located in a separate building or a different location approved by the city council.

Number of bedrooms in the affordable units. The ADUs shall have a number of bedrooms proportional to the market rate units. The mix of unit types shall be approved by the city.

Size and Design of ADUs. The size and design of ADUs shall be consistent and comparable with the market rate units in the rest of the project.

Exterior/Interior Appearance of ADUs. The exterior/interior materials and design of the ADUs in any development subject to these regulations shall be indistinguishable in style and quality with the market rate units in the development.

Non-Discrimination Based on Rent Subsidies

Developments covered by this policy must not discriminate against tenants who would pay their rent with federal, state or local public assistance, including tenant based federal, state or local subsidies, but not limited to rental assistance, rent supplements, and Housing Choice Vouchers.

Alternatives to On-Site Development of an ADU

The city recognizes that it may not be economically feasible or practical in all circumstances to provide ADUs in all development projects due to site constraints resulting in extraordinary costs of development. The city reserves the right to waive this policy if the developer requests a waiver and can provide evidence of extraordinary costs prohibiting the inclusion of ADUs. The city will review on a case-by-case basis to determine if the waiver is justifiable and granted.

Recorded Agreements, Conditions and Restrictions

A declaration of restrictive covenants shall be executed between the city, EDA and developer, in a form approved by the city's EDA attorney, which formally sets forth development approval and requirements to achieve affordable housing in accordance with this policy. The declaration shall identify:

- The location, number, type, and size of affordable units to be constructed;
- Sales and/or rental terms; occupancy requirements;
- A timetable for completion of the units; and
- Annual Tenant income and rent reporting requirements; and
- Restrictions to be placed on the units to ensure their affordability and any terms contained in the approval resolution by the city/EDA.

The applicant or owner shall execute all documents deemed necessary by the city manager, including, without limitation, restrictive covenants and other related instruments, to ensure affordability of the affordable housing unit within this policy.

The documents described above shall be recorded in the Hennepin County as appropriate.

Definitions

Affordable Dwelling Unit: A unit within a residential project subject to this policy that shall meet the income eligibility and rent affordability standards outlined in this policy.

Financial Assistance: Funds derived from the city or EDA, including but is not limited to fund from the following sources:

- City of Minnetonka
- Housing Redevelopment Authority (HRA) Funds
- Economic Development Authority (EDA) Funds
- Community Development Block Grant (CDBG)
- Reinvestment Assistant Program
- Revenue Bonds and/or Conduit Bonds
- Tax increment financing (TIF), TIF pooling, or tax abatement
- Land write downs
- Other government housing development sources

Adopted by Resolution 2019-060
Council Meeting of July 8, 2019

Policy Number 2.18
Tax Increment Financing and Tax Abatement

Purpose of Policy: This policy establishes criteria which guide the economic development authority and the city council when considering the use of tax increment financing and tax abatement tools in conjunction with proposed development.

Introduction

Under the Minnesota Statutes Sections 469.152 to 469.1799, the city of Minnetonka has the authority to establish tax increment financing districts (TIF districts). Tax increment financing is a funding technique that takes advantage of the increases in tax capacity and property taxes from development or redevelopment to pay public development or redevelopment costs. The difference in the tax capacity and the tax revenues the property generates after new construction has occurred, compared with the tax capacity and tax revenues it generated before the construction, is the captured value, or increments. The increments then go to the economic development authority and are used to repay public indebtedness or current costs the development incurred in acquiring the property, removing existing structures or installing public services. The fundamental principle that makes tax increment financing viable is that it is designed to encourage development that would not otherwise occur.

Under Minnesota Statutes, Sections 469.1812 to 469.1815, the city of Minnetonka has the right to abate property taxes. A city may grant an abatement of some or all of the taxes or the increase in taxes it imposes on a parcel of property if the city expects the benefits of the proposed abatement agreement to at least equal the costs of the proposed agreement. Abatement would be considered a reallocation or rededication of taxes for specific improvements or costs associated with development rather than a “refund” of taxes.

It is the judgment of the city council that TIF and abatement are appropriate tools that may be used when specific criteria are met. The applicant is responsible for demonstrating the benefit of the assistance, particularly addressing the criteria below. The applicant should understand that although approval may have been granted previously by the city for a similar project or a similar mechanism, the council is not bound by that earlier approval. Each application will be judged on the merits of the project as it relates to the public purpose.

TAX INCREMENT FINANCING

The Economic Development Authority (EDA), as authorized by the city, will be responsible to determine that (1) a project would not occur “but for” the assistance provided through tax increment financing; and (2) no other development would occur on the relevant site without tax increment assistance that could create a larger market value increase than the increase expected from the proposed development (after adjusting for

the value of the tax increment). At the time of any application for a Comprehensive Guide Plan amendment, rezoning or site plan approval for a project, whichever occurs first, the applicant must divulge that TIF financing will be requested.

Projects eligible for consideration of tax increment financing include but are not limited to the following:

- Projects must be compatible with the Comprehensive Guide Plan (or acquire an amendment) and the development and redevelopment objectives of the city.
- Priority will be given to those projects which:
  - are within the "village areas" identified in the city's most recently adopted Comprehensive Guide Plan;
  - are mixed use or residential in nature, and include affordable housing units which meet the city's affordable housing standards;
  - contain amenities or improvements which benefit a larger area than the identified development;
  - improve blighted or dilapidated properties, provide cohesive development patterns, or improve land use transitions; or
  - maximize and leverage the use of other financial resources.

Costs Eligible for Tax Increment Financing Assistance

The EDA will consider the use of tax increment financing to cover project costs as allowed for under Minnesota Statutes. The types of project costs that are eligible for tax increment financing are as follows:

Utilities design	Site related permits
Architectural and engineering fees directly attributable to site work	Soils correction
Earthwork/excavation	Utilities (sanitary sewer, storm sewer, and water)
Landscaping	Street/parking lot paving
Streets and roads	Curb and gutter
Street/parking lot lighting	Land acquisition
Sidewalks and trails	Legal (acquisition, financing, and closing fees)
Special assessments	Surveys
Soils test and environmental studies	Sewer Access Charges (SAC) and Water Access Charges (WAC)

Title insurance	Landscape design

Forms of Assistance

Tax increment financing will generally be provided on a "pay-as-you-go" basis wherein the EDA compensates the applicant for a predetermined amount for a stated number of years. The EDA will have the option to issue a TIF Note with or without interest, where the principal amount of the TIF Note is equal to the amount of eligible project costs incurred and proven by the developer. In all cases, semi-annual TIF payments will be based on available increment generated from the project. TIF payments will be made after collection of property taxes.

Fiscal Disparities

TIF Districts will generally be exempt from the contribution to fiscal disparities. Tax revenues for fiscal disparities, generated by the TIF project, will be the responsibility of properties inside the district. The exception to this policy is when MN Statutes require that fiscal disparities be paid from within a TIF District, as is the case with Economic Development Districts.

TAX ABATEMENT

The tax abatement tool provides the ability to capture and use all or a portion of the property tax revenues within a defined geographic area for a specific purpose. Unlike TIF, tax abatement must be approved by each major authority under which the area is taxed, and therefore, usually only city property taxes will be abated. In practice, it is a tax "reallocation" rather than an exemption from paying property taxes. Tax abatement is an important economic development tool that, when used appropriately, can be useful to accomplish the city's development and redevelopment goals and objectives. Requests for tax abatement must serve to accomplish the city's targeted goals for development and redevelopment, particularly in the designated village center areas. At the time of any application for a Comprehensive Guide Plan amendment, rezoning or site plan approval for a project, whichever occurs first, the applicant must divulge that tax abatements will be requested.

Projects Eligible for Tax Abatement Assistance

Projects eligible for consideration of property tax abatement include but are not limited to the following:

- Projects must be compatible with the Comprehensive Guide Plan (or acquire an amendment) and the development and redevelopment objectives of the city; and
- Priority will be given to those projects which:
    - increase or preserve the tax base
    - provide employment opportunities in the City of Minnetonka;

- provide, help acquire or construct public facilities;
- finance or provide public infrastructure;
- improve blighted or dilapidated properties, provide cohesive development patterns, or improve land use transitions; or
- produce long-term affordable housing opportunities.

Fiscal Disparities

Tax revenues for fiscal disparities, generated by the abatement project, will be the responsibility of properties inside the district.

REVIEW PROCESS

All applications for TIF and tax abatement will be reviewed by city's community development director. After review by the city's financial consultant, the community development director may refer the request to the EDA. The EDA will hold appropriate public hearings and receive public input about the use of the financial tools. The EDA will provide a recommendation regarding the assistance to the city council.

The city council must consider, along with other development decisions, the request for assistance and will make the final decision as to the amount, length, and terms of the agreement.

Adopted by Resolution No. 2014-074
Council Meeting of July 21, 2014

2020 AFFORDABLE HOUSING INCOME LIMITS

FY 2020 Income Limits Summary					
Household Size	30%	50%	60%	80%	120%
1	$ 21,700.00	$36,190.00	$ 43,428.00	$54,950.00	$ 87,040.00
2	$ 24,800.00	$41,360.00	$ 49,632.00	$62,800.00	$ 99,475.00
3	$ 27,900.00	$46,530.00	$ 55,836.00	$70,650.00	$111,909.00
4	$ 31,000.00	$51,700.00	$ 62,040.00	$78,500.00	$124,344.00
5	$ 33,480.00	$55,836.00	$ 67,003.00	$84,780.00	$134,291.00
6	$ 35,960.00	$59,972.00	$ 71,966.00	$91,060.00	$144,239.00
7	$ 39,010.00	$64,108.00	$ 76,929.00	$97,340.00	$154,186.00
8	$ 43,430.00	$68,244.00	$ 81,892.00	$103,620.00	$164,134.00
Median Family Income 2020 = $103,400					

Income limits are published on the US Department of Housing and Urban Development user portal: https://www.huduser.gov/portal/datasets/il.html

How much do people pay for affordable housing?

Affordability based on a family of four

Monthly Rent	AMI	Annual Income
$775	30%	up to $31,000
$775 - $1,290	30%-50%	$31,000 - $51,700
$1,290 - $1,550	50%-60%	$51,700 - $62,040
$1,550 - $1,960	60%-80%	$62,040 - $78,500
$1,960- $2,585	80%-100%	$78,500 - $103,400

Affordable rents, based on sample occupations and their average salaries

Salary information obtained from glassdoor.com

Occupation	Average Salary	Affordable Rent
Home Health Aide	$33,000	$825
Nurse	$67,873	$1,696
High School Teacher	$44,435	$1,110
Line Cook	$25,043	$626

Resolution No. 2021-_____

Resolution authorizing an interfund loan to the Economic Development Authority in and for the City of Minnetonka, Minnesota for the advance of certain costs in connection with a tax increment financing district to be created within Development District No. 1

Be it resolved by the City Council (the "Council") of the City of Minnetonka, Minnesota (the "City") as follows:

Section 1. Recitals.

1.01. The City and the Economic Development Authority in and for the City of Minnetonka, Minnesota (the "Authority") intend to establish the Opus Business Park Tax Increment Financing District (the "TIF District"), a renewal and renovation district, within Development District No. 1 in the City, pursuant to Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the "TIF Act").

1.02. The Authority may incur certain costs related to the TIF District, which costs may be financed on a temporary basis from available Authority funds.

1.03. Under Section 469.178, subdivision 7 of the TIF Act, the Authority is authorized to advance or loan money from any fund from which such advances may be legally made in order to finance expenditures that are eligible to be paid with tax increments under the TIF Act.

1.04. The Authority has determined to pay for certain costs related to the proposed TIF District, including but not limited to engineering and design costs, costs of establishing and administering the TIF District, costs for necessary reports for the TIF District, infrastructure costs, and land acquisition costs (collectively, the "Qualified Costs"), which costs may be financed on a temporary basis from Authority funds available for such purposes.

1.05. In order to finance the Qualified Costs, the Authority has requested that the City provide funds in the principal amount of up to $1,000,000 to the Authority through an interfund loan (the "Interfund Loan").

1.06. The Authority intends to reimburse the City for all or a portion of the Qualified Costs from tax increments derived from the property within the TIF District in accordance with the terms of this resolution.

1.07. The City will make the Interfund Loan to the Authority from any available funds of the City in accordance with the terms of this resolution and a resolution adopted or to be adopted by the Board of Commissioners of the Authority on the date hereof.

Section 2. Interfund Loan.

2.01. The Council hereby authorizes the Interfund Loan to the Authority in the amount of up to $1,000,000, which may be made from any available funds of the City. The Interfund Loan shall be made in accordance with the terms of the resolution adopted or to be adopted by the City Council of the City on the date hereof.

2.02. Principal and interest (the "Payments") on this Interfund Loan shall be paid semiannually on each February 1 and August 1 (each a "Payment Date"), commencing on the first Payment Date on which the Authority has Available Tax Increment (defined below), or on any other dates determined by the Executive Director of the Authority, through the date of last receipt of tax increment from the TIF District.

2.03. Payments on this Interfund Loan are payable solely from "Available Tax Increment," which shall mean, on each Payment Date, tax increment available after other obligations have been paid, or as determined by the Executive Director of the Authority, generated in the preceding six (6) months with respect to the property within the TIF District and remitted to the Authority by Hennepin County, Minnesota, all in accordance with the TIF Act. Payments on this Interfund Loan may be subordinated to any outstanding or future bonds or notes issued by the Authority and secured in whole or in part with Available Tax Increment. This Interfund Loan shall be paid prior to any pay-as-you-go notes or contracts secured in whole or in part with Available Tax Increment, and any other outstanding or future interfund loans secured in whole or in part with Available Tax Increment; provided, however, that this Interfund Loan shall be repaid with Available Tax Increment on a parity basis with the interfund loan approved by the Board of Commissioners of the Authority on the date hereof in the principal amount of $553,000 relating to a grant to be provided to Minnetonka Multifamily 1 LLC.

2.04. The City may at any time make a determination to forgive the outstanding principal amount and accrued interest on this Interfund Loan to the extent permissible under law.

2.05. The City may from time to time amend the terms of this resolution to the extent permitted by law.

2.06. This resolution shall be in full force and effect upon its adoption.

Adopted by the City Council of the City of Minnetonka, Minnesota on March 8, 2021.

_____

Brad Wiersum, Mayor

ATTEST:

_____
Becky Koosman, City Clerk

Action on this resolution:

Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:
Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on March 8, 2021.

_____
Becky Koosman, City Clerk

City Council Agenda Item #14C
Meeting of Mar. 8, 2021

Brief Description: 2021 Assessment Report

Recommended Action: Receive the report

Background

The assessing division has completed its work on the 2021 property assessment, and a report on the assessment results is enclosed for council review. Staff will present a brief summary of this report and 2021 property tax information at the March 8, 2021 council meeting, to afford the council the opportunity to ask questions.

Hennepin County started mailing property tax statements for 2021 the last week of February. City staff will begin mailing market value notices to property owners on March 8th, with the 2021 market value information for property taxes payable in 2022.

Recommendation

Staff recommends the council receive the 2021 report. No formal action is required of the council.

Submitted through:
Geralyn Barone, City Manager
Darin Nelson, Finance Director

Originated by:
Colin Schmidt, SAMA, City Assessor

2021

ASSESSMENT REPORT

CITY OF MINNETONKA

Assessing | 952-939-8220 | assessor@minnetonkamn.gov

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Report Date: March 8, 2021

Summary

- The total estimated market value for Minnetonka in assessment year (AY) 2021 is $11.19 billion, a 3.91 percent increase from $10.77 billion in AY 2020. Approximately 70 percent of the total market value comes from residential property, while about 30 percent comes from commercial, industrial, and apartment properties. The table below outlines the growth (including new improvements) in the market by major property classifications:

	Overall Growth	**Total Change (millions)**
Single-family Residential	3.7%	$209.8
Lakeshore	3.2%	$12.5
Townhouses	5.4%	$34.7
Condominiums	6.5%	$36.5
Commercial	-0.7%	($11.7)
Industrial	4.1%	$15.0
Apartments	10.6%	$101.0
Other Property Types	9.0%	$23.5
Total Change	**3.9%**	**$421.1**

- Due to the COVID 19 pandemic, we did change our business model regarding interior inspections on all properties. Interior inspections were suspended for the 2021 assessment as a safety measure for citizens and staff. Staff is currently relying on GPS technology, exterior inspections and telephone interviews with property owners to verify data as accurately as possible. We are proceeding into the 2022 assessment with the same precautions and will continue the no interior inspections policy until further notice.

- Single-family home sales volume was down five percent for AY 2021. The number of qualified residential sales has remained over 500 for the past six years. Our lowest point in sales volume occurred in AY 2012, where we had 65 percent fewer sales than AY 2021.

- Apartment values continued to climb this year. Values on existing apartments increased three percent, while the overall change (including new construction) was 10.6 percent.

- Overall industrial growth was up 4.1 percent showing little or no effect from the pandemic. Commercial growth was tempered by downturns in the hotel market and parts of the retail market.

- The new construction value declined in 2020 in part because of the amount of new apartments completed in 2019. There was $157 million in total new construction throughout 2020 compared to $193 million in 2019. That still includes a significant amount of new apartment construction value at over $78 million.

- The 9% growth of “Other Property Types” was due to land, seasonal, and other miscellaneous property types.

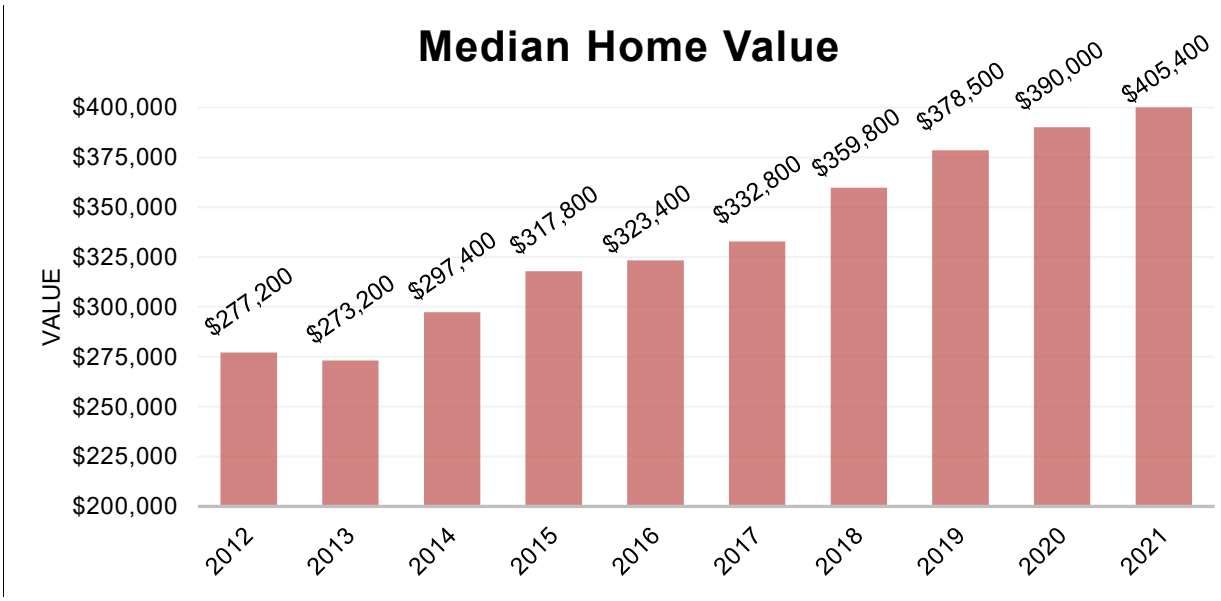
2021 Assessment from a Historical Perspective

The 2021 property assessment for Minnetonka is complete. Property owners will receive a Notice of Estimated Market Value in March. The 2021 property assessment applies to property taxes payable in 2022 and reflects market conditions between October of 2019 and September of 2020. With values finalized, we have a clear picture of the overall movement in the city's real estate market.

Minnetonka has typically experienced steady growth in the market value of real property since the early 1990's. The City of Minnetonka was not immune to the economic downturn that affected real estate values throughout the Twin Cities metro area and most of the nation during the Great Recession. As depicted in the chart below, the 2009 assessment was the first year of declining values, which continued through the 2013 assessment. We have had eight years of value growth since 2013, with a 3.9 percent increase in AY 2021. The total estimated market value of real estate in Minnetonka is $11.19 billion, establishing a new high, above the peak of $10.77 billion in assessment year 2020.

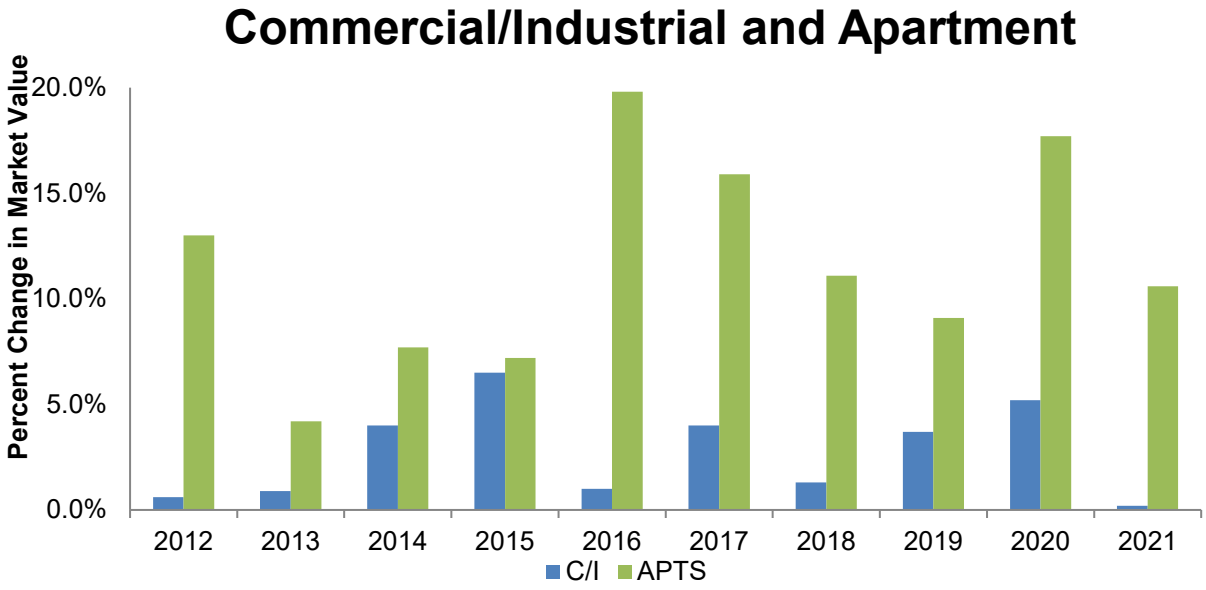
The decline in the overall market value of the city between assessment years 2009 and 2013 came from both the residential and commercial sectors. In the residential sector, the median home value reached its low in AY 2013, with a median value of $273,200. As the following chart indicates, the median home value has increased for eight consecutive years, bringing us to the 2021 median home value of $405,400.

*The Minnetonka data and statistics used in this report are from the 2021 assessment approved by Hennepin County on February 12, 2021. The data and statistics may not precisely match the 2021 Hennepin County Assessment Report due to the timing or the methodology used in calculating the statistics.



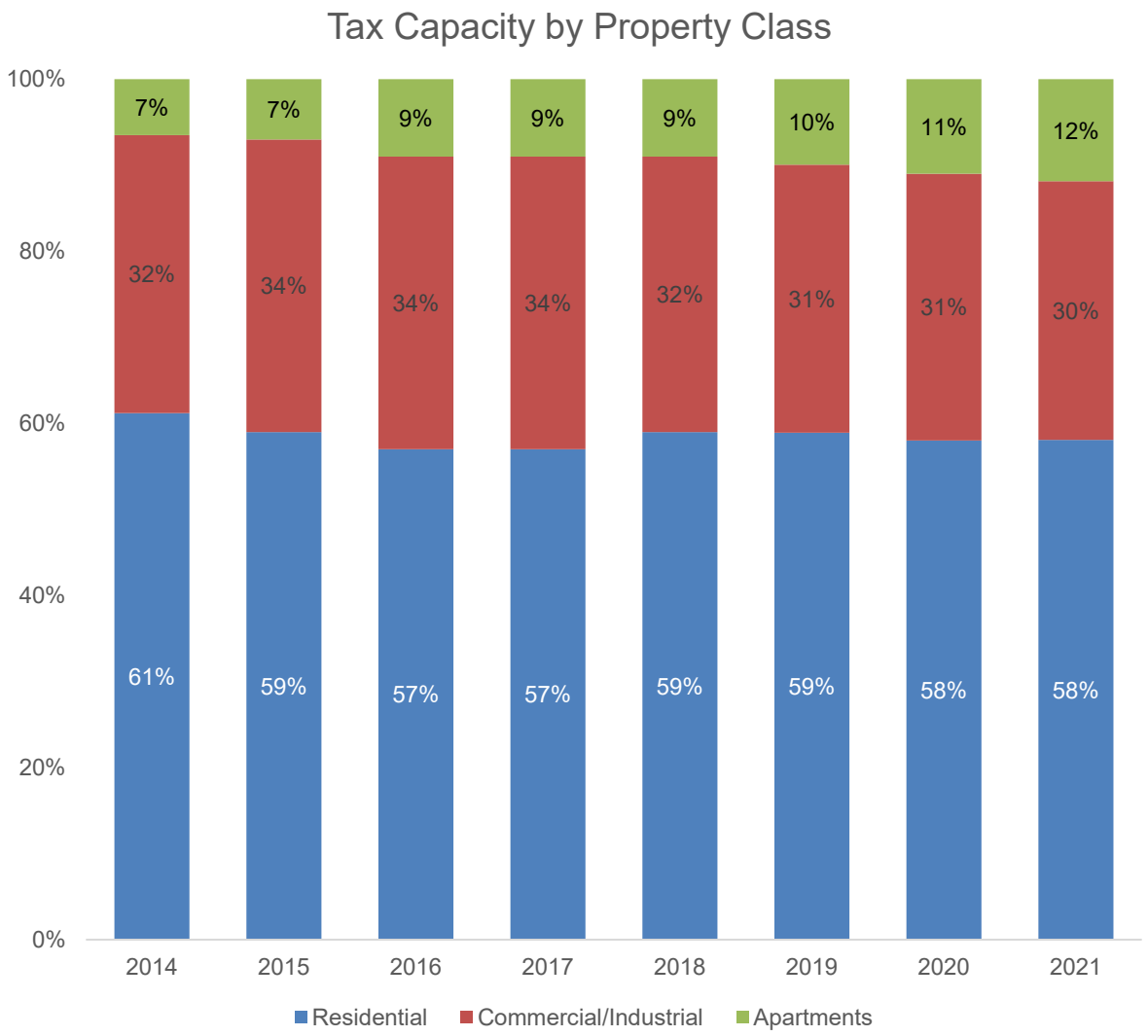
The combined commercial/industrial markets began to stabilize in AY 2011. After strong overall growth in AY 2014 and AY 2015, it again stabilized in AY 2016, with values increasing by one percent. For AY2021, The commercial/industrial markets remained relatively flat. The increase in industrial was offset by a slight decline in the commercial properties.

Apartment values have increased significantly over the past 10 years. The highest jump in value was 19.8 percent in AY 2016. This jump was due to both the addition of 395 units, and an 11.9 percent growth rate in existing units. Another 100 units were added to the market in AY 2017. The overall increase in AY 2017 was 15.9 percent, while the existing units increased by 13.2 percent. Over the past three years, 1,626 new apartment units have been added in Minnetonka. The overall value increase in AY 2021 was 10.6 percent, including three percent market growth on existing units.



Tax Capacity

The property tax capacity of a city is structured by state law and is used to allocate property taxes each year. The total tax capacity is divided among property classes to determine the allocation of the property taxes paid by class. Tax capacity is a function of market value. When the proportions of value by property class within a jurisdiction change, the tax capacity changes. Single-family residential properties represent the majority of the total tax capacity in Minnetonka, followed by commercial/industrial, and then apartments. Even though 70 percent of the value in Minnetonka is generated by the residential market, only 58 percent of the tax capacity is residential, which is due to the higher class rates for commercial/industrial and apartments.



The Residential Market

In Minnetonka, roughly 96 percent of the 20,910 taxable parcels are residential. The assessing staff uses city-wide comparisons of similar styles, qualities, and classes of homes in making the annual property assessment. This comparison results in the same market value adjustments applied to like-properties throughout the city. For example, an average-sized, three-bedroom rambler in the northeastern part of the city is valued based on the actual sale prices of similar ramblers throughout the city. Adjustments are made to the property for location, positive or negative attributes, to reflect the market value of the property. This provides more accuracy to account for the differences in the localized geographic area.

This system can be applied to all styles of homes (rambler, two-story, etc.) and allows the appraiser a range of judgment in setting the quality class for a particular home. When the quality class has been determined based on the physical characteristics, the appraiser applies a prescribed dollar rate to the square footage. The appraiser also adds or subtracts other dollar adjustments depending upon the specific features and characteristics. This technique is similar to fee appraisal techniques used in the private appraisal industry.

Single-family properties are grouped into geographic districts for the purpose of conducting the periodic physical inspections of properties. Quality features are re-examined at this time, along with other characteristics of the home. During the revaluation process, staff looks for markets within the geographic districts, which are studied individually to improve accuracy. The current revaluation process is completed on a five-year cycle to ensure that each property is physically reviewed every five years at a minimum. Due to the COVID 19 pandemic, we did change our business model regarding interior inspections on all properties. Interior inspections were suspended for the 2021 assessment as a safety measure for citizens and staff. Staff is currently relying on GPS technology, exterior inspections and telephone interviews with property owners to verify data as accurately as possible. We are proceeding into the 2022 assessment with the same precautions, and will continue the no interior inspections policy until further notice.

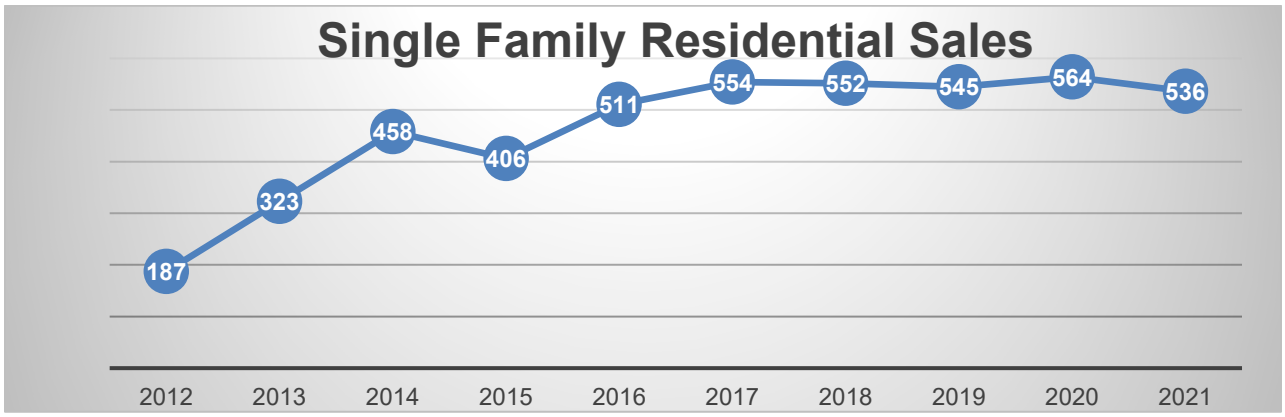
Staff uses the Local Government Information Systems (LOGIS) property data system (PDS) computer-aided mass appraisal (CAMA) to determine the market value for each residential property. This PDS system allows the appraisal staff to revalue each residential property on an annual basis. By revaluing both land and improvements on a yearly basis, the accuracy and equity of the assessment improves.

The LOGIS consortium continues to make updates as needed. Searching capabilities and data analysis continue to be improved, allowing the appraisers to do their work in a more timely fashion.

Residential Sale Data

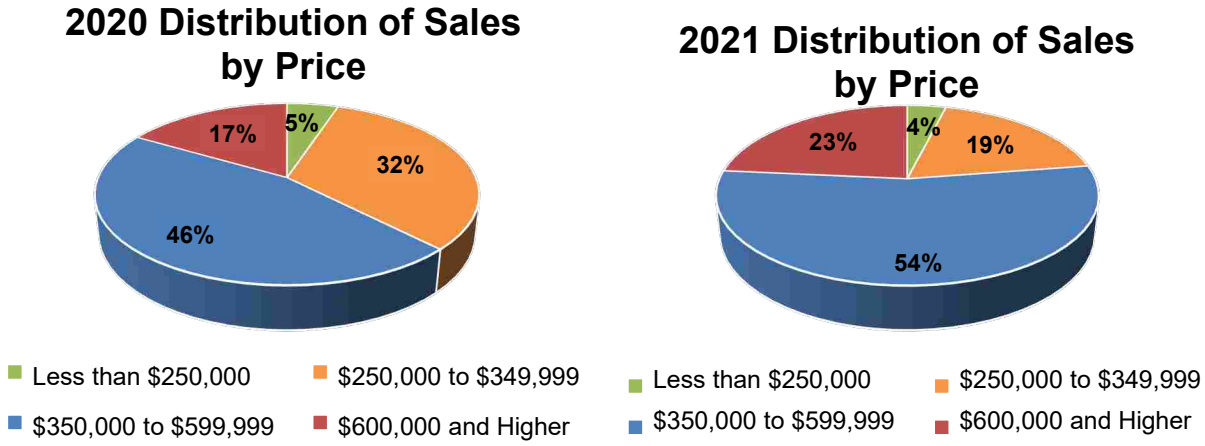
While a larger sample set generally provides greater precision in calculating the market value, staff carefully considers all factors that could affect current market conditions and makes adjustments accordingly. While on average, all residential sub-markets increased in value, not every parcel changed the same amount. Because of all of the factors that affect market value, some parcels increased above the average, while some increased at a much lower rate. A small percentage of parcels declined in value, which is typically due to changes in a submarket, or parcel specific characteristic changes during quintile or permit reviews.

As illustrated in the following graph, the number of qualified single-family home sales in the past five years has consistently remained above 500.

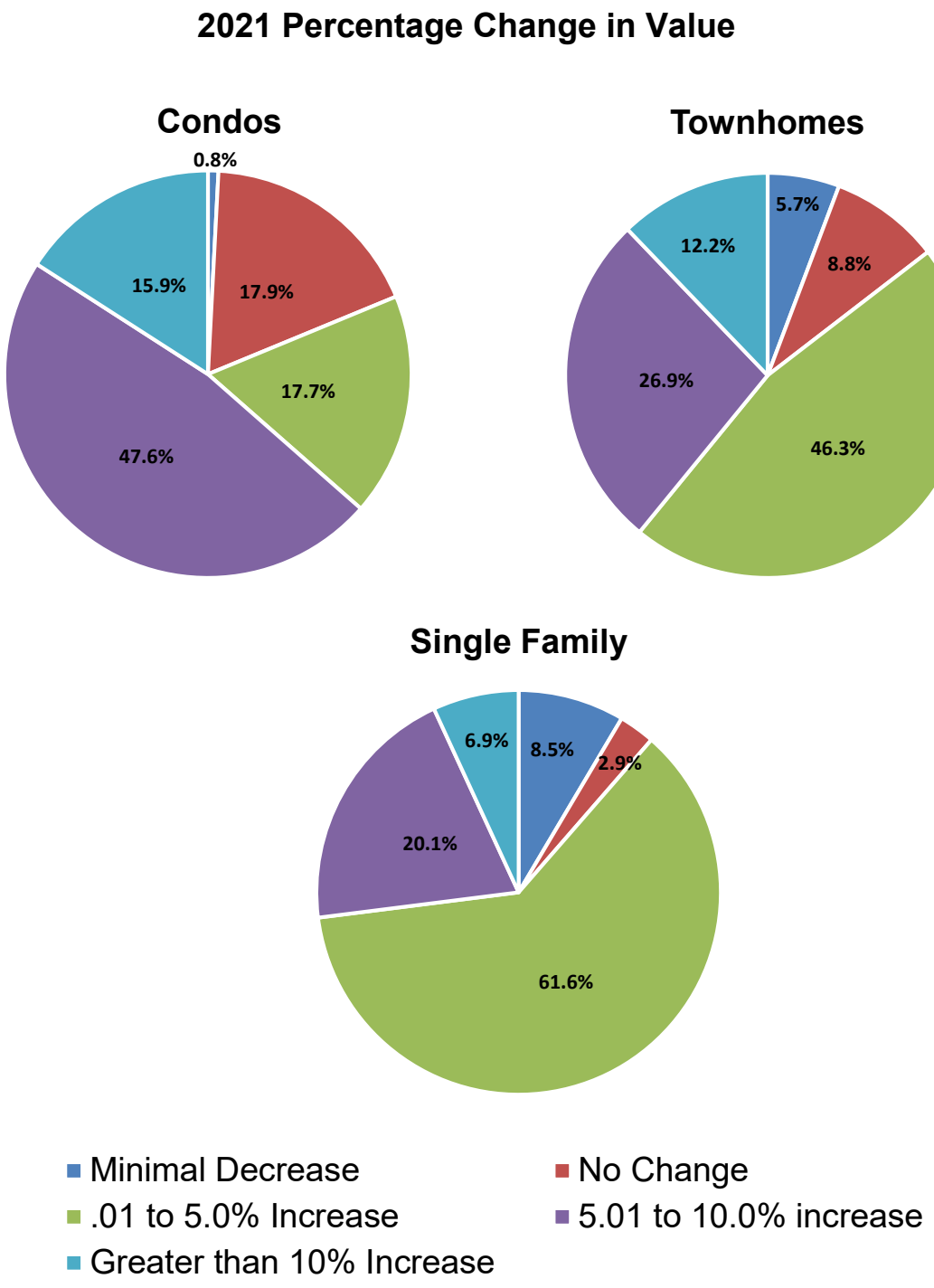


As the graphs below indicate, the largest segment of home sales for AY 2021 is represented by homes selling for $350,000 - $599,999 (54 percent), followed by homes selling for $250,000 - $349,999 (19 percent), then by homes selling for $600,000 and higher (23 percent), and finally by homes that sold for less than $250,000 (4 percent). The two higher-priced strata of sales combine to account for 77 percent of sales over the study period, indicating that the majority of sales continue to be in the higher valued homes.

The graphs below compare the distribution of single-family home sales from AY 2020 to the distribution of single-family home sales in AY 2021. The distribution of sales shifted 15 percent from the lower two segments to the higher two.



Various segments of the residential market are illustrated in the charts below. 73 percent of the single-family homes, 36 percent of the condominiums, and 61 percent of the townhomes show gains of five percent or less.



Residential market data throughout neighboring jurisdictions is listed in the chart below. Throughout the west metro, single-family residential real estate net increases were in the range of 2.4 percent to 6.6 percent. Minnetonka's growth of 3.7 percent was the median of these markets.

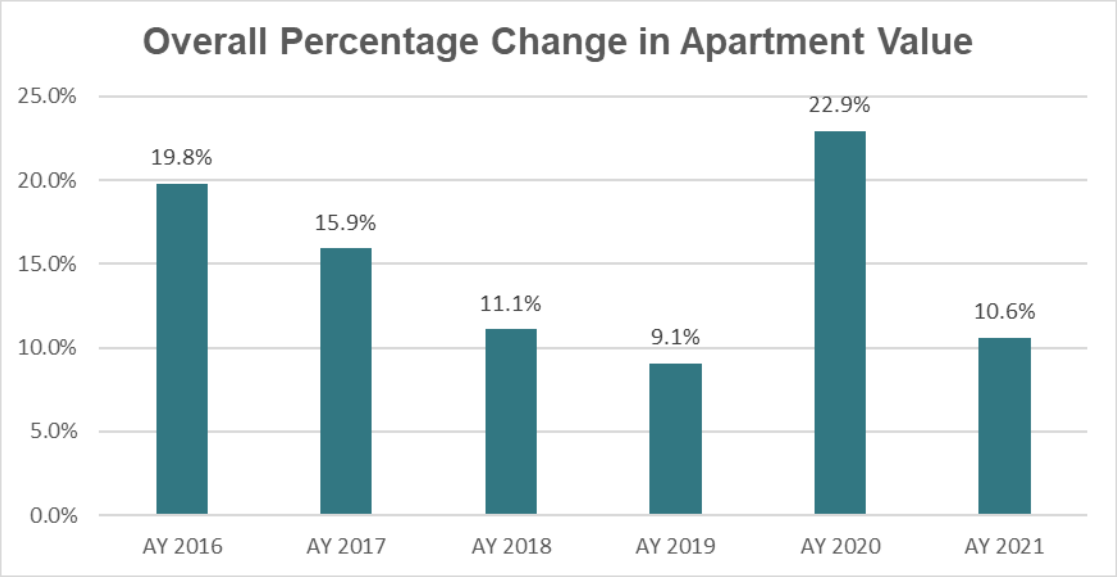
Single-Family Market Adjustments			
Jurisdiction	**2019**	**2020**	**2021**
Edina	2.2%	0.0%	2.4%
Plymouth	3.1%	3.1%	3.0%
Eden Prairie	3.3%	0.3%	3.5%
Minnetonka	3.9%	2.6%	3.7%
Maple Grove	4.2%	4.2%	5.3%
Bloomington	8.3%	0.2%	6.6%
St. Louis Park	6.7%	1.3%	6.6%
Average	4.5%	4.5%	4.4%

The Apartment Market

The apartment market in Minnetonka has remained stable amidst the COVID-19 pandemic. We have seen some minor decreases in rents, and increased vacancy rates compared to 2020. This is consistent with both the Twin Cities metro area and national trends. Sale prices per unit remain stable. Some of the factors driving the demand for apartments are empty nesters selling single-family homes and moving into rental housing, millennials flocking to the metro area for jobs, pent-up demand from the Great Recession, and the willingness of lenders to provide institutional financing.

As you can see in the chart below, Minnetonka has contributed to the active metro apartment market. Minnetonka has added 1,626 new multi-family units in the past three years, bringing the total number of units to 7,956. Market growth and new construction have contributed to a 36 percent overall increase in value over the past two years and a 91 percent overall increase over the past five years.

	AY 2016	AY 2017	AY 2018	AY 2019	AY 2020	AY 2021
Total EMV:	$720,994,400	$835,668,000	$928,561,500	$1,012,895,000	$1,245,286,100	$1,377,458,000
New Value:	$ 47,423,300	$ 19,450,000	$ 35,957,000	$ 28,725,000	$ 119,001,000	$ 94,468,000
New Units:	395	100	0	648	903	75
Total Units:	6,230	6,330	6,330	6,978	7,881	7,956

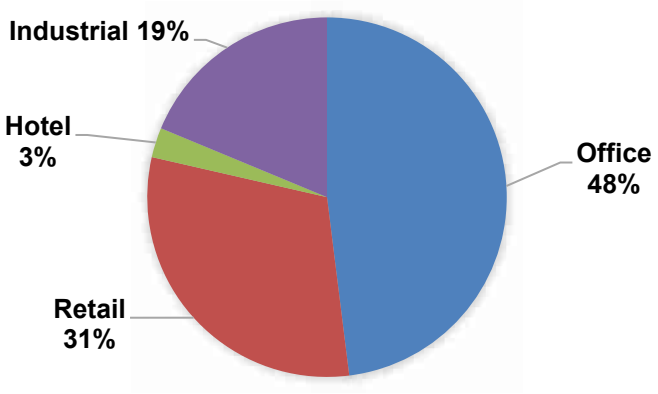


The Commercial and Industrial Market

While only three percent of the assessed parcels in Minnetonka are commercial or industrial, these property types have historically comprised a significant share of the tax base (tax capacity). For AY 2021 (taxes payable in 2022), the commercial and industrial share is 30 percent.

Commercial properties consist of office, retail, and hotel sectors. The chart below displays the makeup of the commercial and industrial markets for AY 2021. The only change from AY 2020 is a one percent shift from the industrial sector to the office sector.

MARKET VALUE BY COMMERCIAL AND INDUSTRIAL SECTOR



Changes in gross market values for these real estate sectors vary due to several factors. The various sectors within commercial real estate can move at different rates depending on demand within the sector. In addition, the quality and location of the buildings can play an important role in changes in value. Commercial real estate can be more sensitive to socio-economic trends as the general outlook of real estate investors is based on the anticipation of relatively short-term gains. The pandemic did have an effect on the commercial market for 2021. The biggest effect was in the retail sector, which shows a reduction in value. This is due mainly to lower values for traditional sit down restaurants, hotels and some shopping centers. The office market was up due to the increase in value of smaller offices. The 2021 industrial market saw 4.09 percent growth and did not seem to be affected by the pandemic.

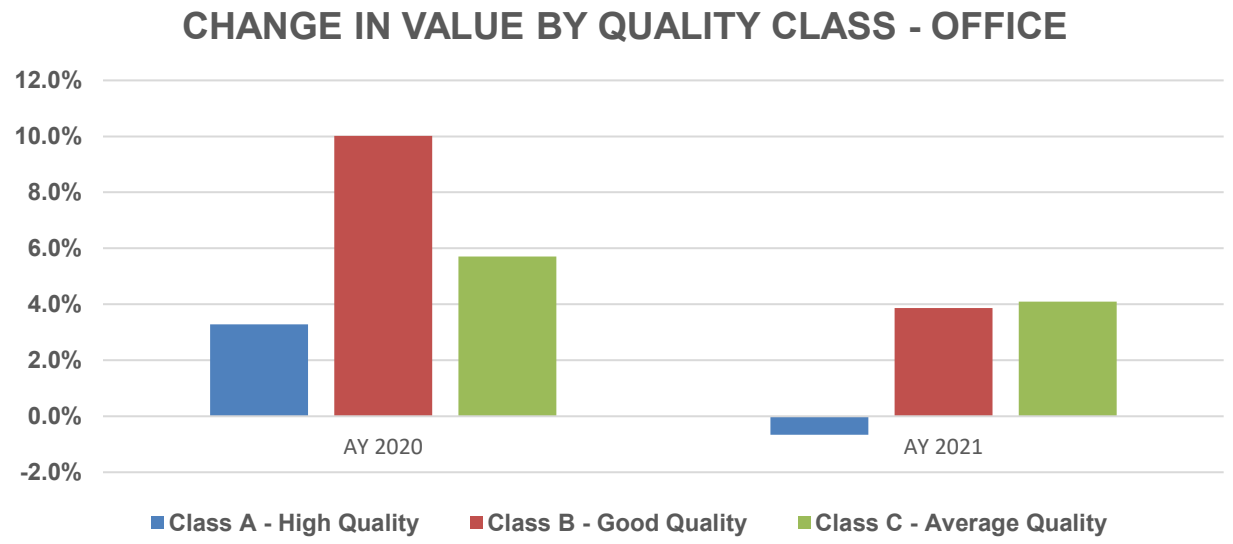
COMMERCIAL MARKET VALUE CHANGE BY SUBMARKET AND ASSESSMENT YEAR

	2015	2016	2017	2018	2019	2020	2021
Office	9.60%	-2.20%	4.40%	3.20%	2.90%	5.73%	1.54%
Industrial	0.40%	1.50%	9.60%	3.00%	9.50%	7.10%	4.09%
Retail	1.70%	2.10%	1.50%	0.50%	2.00%	3.79%	-1.75%

Office Market

Class A (the highest quality) office space remained relatively flat for 2021. Even with the pandemic, rents and vacancies were stable. Sales were extremely limited which shows potential buyers and sellers are waiting on the sidelines to see how the pandemic will shape the use of office space in the near future.

For AY 2021, the increase illustrated in the following chart is due to continued growth in the smaller Class B and Class C space. These tend to be owner/user type buildings. They also tend to be less densely populated which is more adaptable to change during the pandemic.



There were six office market transactions in Minnetonka included in the analysis for the 2021 valuation. Four of these sales were at the end of 2019, before the pandemic was considered a factor. The six sales include the following:

- 11100 Bren Road West
- 9705 Data Park
- 5850 Opus Parkway
- 11055 Wayzata Boulevard
- 5101 County Road 101
- 17809 Hutchins Drive

New construction in the office sector for AY 2021 was mostly limited to tenant improvements and remodeling of existing buildings. Many Class B and C properties continued to be renovated to become more competitive in the future. As we look into 2021, with no new significant office projects in the pipeline at this time, we expect a similar trend.

Industrial Market

The Minnetonka industrial market continues to show positive growth. Strong rents and stable vacancies continued throughout 2020. The pandemic seemed to have little effect on this market. The strongest part of the market is the flex-industrial product. These are the buildings constructed to be office and warehouse, “flexible”, so the office component can be increased or decreased at a reasonable cost. Although the flex-industrial led the way, all different types of industrial properties contributed to the AY 2021 industrial growth.

The city is experiencing a strong and stable industrial market with an increased occupancy rate. As the properties age and the community evolves, the city will likely continue to see the redevelopment and creative changes in the use of its industrial properties. Functional and well-located industrial properties are still in demand by investors.

Retail and Hotel Market

The retail sector was another affected to some degree by the pandemic. Traditional sit down restaurants saw decreases due to extended shutdowns while fast casual and fast food restaurants saw moderate increases. The bigger shopping malls like Ridgedale and Westridge also saw a slight drop in value. Some of this is due to the pandemic, but also due to changing shopping habits of the general population.

Minnetonka’s hotel sector was hit the hardest by the pandemic. Hotels went down in value between 19%-29% depending on their level of service.

Commercial Net Growth

The following chart displays the average net growth of seven adjacent cities surveyed for the 2021 assessment. The seven-city average was -2.4 percent. Minnetonka’s net commercial change was -1.1 percent, which is slightly better than the median of the other communities.

Commercial Market Adjustments			
Jurisdiction	**2019**	**2020**	**2021**
Bloomington	2.5%	2.4%	-5.7%
Eden Prairie	2.0%	1.0%	-2.7%
Maple Grove	4.9%	3.5%	-2.5%
Edina	2.9%	4.4%	-1.8%
Plymouth	4.7%	4.9%	-1.8%
Minnetonka	2.0%	3.9%	-1.1%
St. Louis Park	8.0%	6.4%	-1.1%
Average	3.9%	3.8%	-2.4%

Serving the Public

The purpose of the assessment process is to accurately estimate the market value of each parcel of property on an annual basis**.** As assessors, the Minnetonka assessing division upholds the Uniform Standards of Professional Appraisal Practice, which states, “An appraiser must promote and preserve the public trust inherent in appraisal practice by observing the highest standards of professional ethics.” The assessing office takes pride in serving the City of Minnetonka not only as public employees, but also as appraisers striving to provide impartial, objective, and independent values.

In order to best serve the public, there are many quality control processes in place. These quality checks include verifying data during property visits, using statistics to check the accuracy and equity of our assessment, and working with taxpayers during a review or an appeal.

Property Data

The Minnetonka assessing division maintains a record of every real estate parcel in the city, including its size, location, physical characteristics, and condition. This record is verified and updated at least every five years during the quintile inspection, permit inspections, and when a physical review is requested by the property owner. As stated previously, interior inspections have been suspended for the 2021 assessment and for the 2022 assessment. Appraisers will rely on telephone interviews with property owners, online GPS technology and submitted photos if necessary. All data is retained electronically, allowing statistical comparisons of properties by type and location.

It is important to know that assessors use a mass appraisal process for valuing residential properties. Mass appraisal uses different techniques than the fee appraisals used by banks, mortgage companies, and others. The mass appraisal system used in Minnetonka involves the comparison of thousands of properties with the residential sales of homes throughout the city.

While differences exist between individual fee appraisals and mass appraisal, they are based on the same fundamental theories of value. Furthermore, any estimate is only as good as the data the appraiser has available. One primary difference between individual appraisals and mass appraisal is that the individual appraiser typically views the interior of the home, which provides the appraiser with a better sense of the quality and condition of the home and makes it easier to compare multiple homes. We encourage citizens to work with the assessing staff to view the interior of homes whenever possible, providing a fair assessment for all.

Sales Data

Having the local assessment system operate effectively requires as much information about the local real estate market as possible. The assessing division makes a record of all property sales, using the electronic Certificate of Real Estate Value (eCRV) filed with the State of Minnesota for each property sale. When necessary, appraisers call the buyers or sellers in a transaction to gain more information about the circumstances of the sales.

In all cases, the assessing division carefully scrutinizes the sale information collected. Evidence that suggests a forced sale, a foreclosure, a sale to a relative, or anything other than an arms-length transaction requires the sales to be excluded from the sales study. This process is important because the real estate sales information constitutes the statistical comparisons necessary to make the property assessment.

Sales Ratio Standard

The accuracy of the assessing division's estimated market values is measured by the sales ratio, which is simply the assessor's estimated market value divided by the actual selling price. For example, a house having its estimated market value assessed at $285,000 and an actual selling price of $300,000 results in a sales ratio of 95 percent ($285,000 / $300,000 = 0.95). For all jurisdictions in the state, the accepted range for the median sales ratio measurement is 90 to 105 percent. In other words, the median (or midpoint) of the sales ratios for all properties sold should fall within 90 to 105 percent. Minnetonka's median sale ratio for the 2021 assessment is 95.5 percent.

With some changes to the sales ratio methodology set by the Department of Revenue, the median target ratio has a range to allow for slight variations if necessary. A sales ratio of slightly less than 100 percent is desirable to avoid having many properties valued at more than their actual market value. If the median sales ratio were at 100 percent, it would mean that half the properties are valued at less than market value and half are higher. On the other hand, a sales ratio of 95 percent means half the properties are below 95 percent of actual market value, while the other half remains above that 95 percent threshold. Therefore, the acceptable range is 90 to 105 percent, with a target of approximately 95 percent.

A measure of the equity of the property assessment is the coefficient of dispersion (COD). The COD measures the average deviation from the median or midpoint. The more closely the assessor's values are grouped around the midpoint, the more equitable the assessment, because relatively few properties have been valued too high or too low compared to actual selling prices. For older or heterogeneous areas like Minnetonka, a COD under ten percent is deemed acceptable. Minnetonka's 2021 assessment reflects a COD of 5.3 percent.

Review Process

The review process is a crucial aspect of the mass appraisal system. Because some properties receive statistic-based adjustments to market value, the review process allows the assessing staff the opportunity to examine certain properties individually. Where there is evidence that a property has been valued inequitably, an appropriate adjustment is applied.

The Appeals Process

The property appraisal system provides individual property owners the right to appeal. Minnetonka's assessment procedures offer this opportunity through inquiries from the property owners to the staff, appeals to the Local Board of Appeal and Equalization (LBAE), appeals to the County Board of Appeal and Equalization (CBAE), and appeals to the Minnesota State Tax Court.

Key steps in the market value appeals process are:

1. **Staff Review** – It is important for anyone having questions about their market value or the assessment process to contact the assessing staff. A vast majority of property owners' concerns can be resolved through this administrative review. The last day in which the assessing staff can make changes without having Local Board approval is ***April 2, 2021***.

2. **Local Board of Appeal and Equalization (LBAE)** – The Local Board of Appeal and Equalization will meet on ***April 12*** and ***April 26, 2021***. Staff will attempt to provide complete information regarding each property that is the subject of an appeal. We request that property owners contact the assessing division in advance of the meeting if they intend to appeal. The Minnetonka City Council appoints local real estate professionals as advisors to the LBAE. A property owner who is not satisfied with the assessing staff's review may appeal to the board. Property owners can reach the assessing division by phone at 952-939-8220 or by email at assessor@minnetonkamn.gov. Property owners who wish to be on the agenda are requested to contact the assessing division by ***April 2, 2021***, to notify staff of their intent to appeal.

3. **County Board of Appeal and Equalization (CBAE)** – Property owners may appeal the decision of the LBAE to the CBAE, which meets on **June 14, 2021**. The property owner must first appeal to the Local Board to be eligible to appeal to the County Board. Owners are requested to call to make an appointment with the CBAE by ***May 21, 2021*** to be placed on the agenda. The number to call is 612-348-7050.

4. **State Tax Court** – Property owners may appeal the decision of the CBAE to the State Tax Court. Petitions regarding the 2021 value for taxes payable 2022 *must be filed by* ***April 30, 2022***. Petitioners may choose to appeal directly to the Minnesota Tax Court. It is common practice for commercial/industrial property owners to take this approach due to the complexity of the issues. For more information, contact the Minnesota Tax Court at 651-296-2806.

To provide a complete understanding about the appeals process, the assessing staff has posted information on the City of Minnetonka website to assist property owners. Staff may be reached at 952-939-8220.

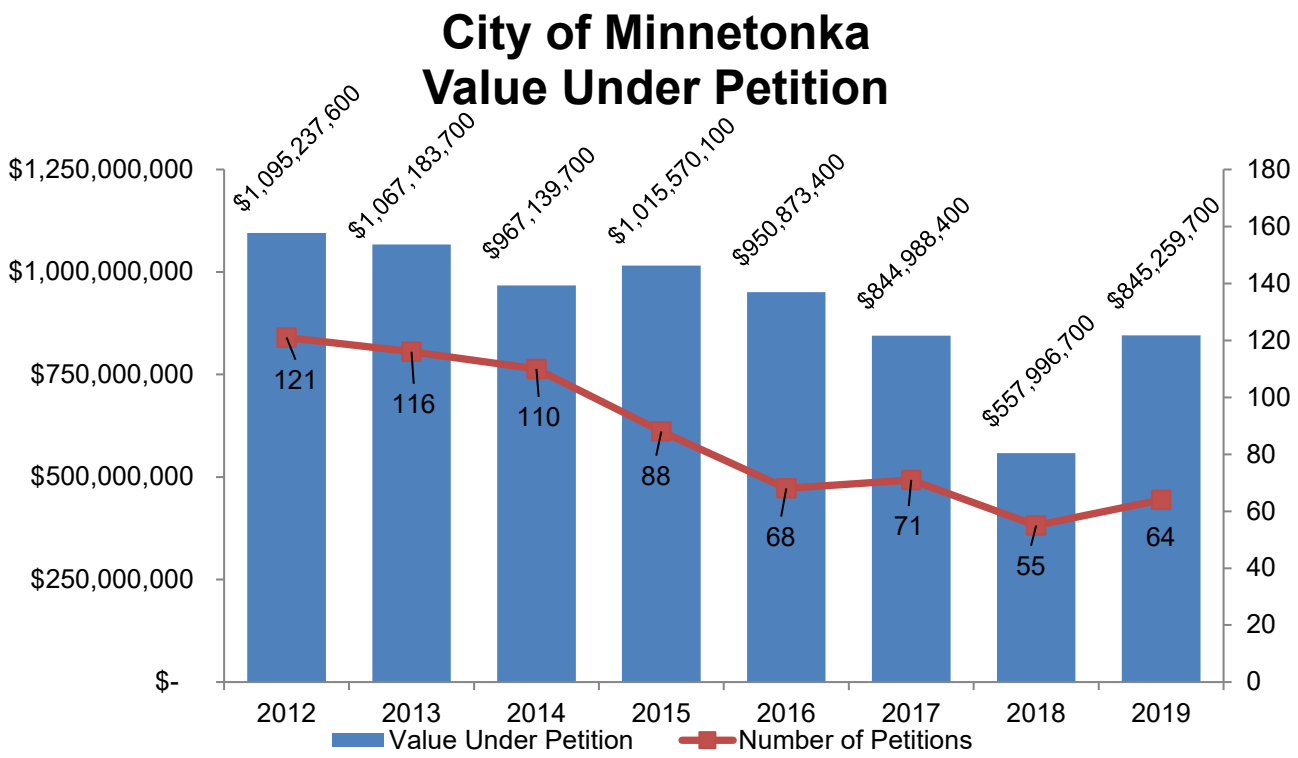
Appeal History

Below is a recap of market value inquiries and appeals over the past seven years. As illustrated, the number of formal appeals to the Local Board of Appeal and Equalization (LBAE) is typically less than one percent of the total parcels in the city. Between the mailing of notices on March 6, 2020 and the LBAE meeting on April 6, 2020, staff fielded 311 calls and reviewed 242 properties. Ultimately, 60 changes were made by the LBAE and 5 changes were made by the County Board of Appeal and Equalization (CBAE).

Local Board Appeal History							
	2014	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
Total Parcels	20,633	20,639	20,650	20,774	20,839	20,893	20,910
Staff Inquiries	454	378	257	289	474	351	311
Staff Reviews	371	227	166	155	271	286	242
Change/No Change	83/288	75/152	42/124	57/98	73/198	43/243	47/195
Appeals to LBAE	65	39	59	43	72	79	77
Change/No Change	61/4	34/4	54/5	39/4	52/20	66/13	60/17
Appeals to CBAE	2	0	1	0	11	6	9
Change/No Change	2/0	N/A	1/0	N/A	5/6	5/1	5/4

Tax Court

In the past eight years, about $7.4 billion in Minnetonka property value has been appealed by filing petitions with the Minnesota Tax Court. These petitions require a substantial amount of time and resources to resolve. Although the timeframe has been shortened with scheduling orders, many of these cases may remain on the tax court calendar for multiple years. During the interim, the property owners must continue to pay taxes. If a reduction in value is stipulated more than one year after the initial petition is filed, they receive a refund plus interest (at a rate determined by Hennepin County). The deadline to file an appeal with the Minnesota Tax Court is April 30th of the year the taxes are due; thus the most recent category in the chart below is the 2019 appealed values for taxes payable 2020.



Commercial Petition Activity

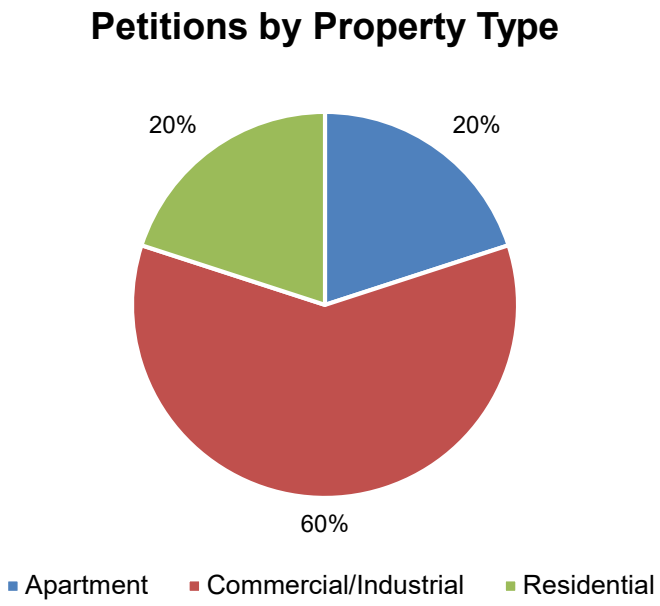
As the commercial market stabilizes and in some cases decreases, staff expects the number of petitions filed to rise. Property owners tend to file more petitions when the market is flat or decreasing.

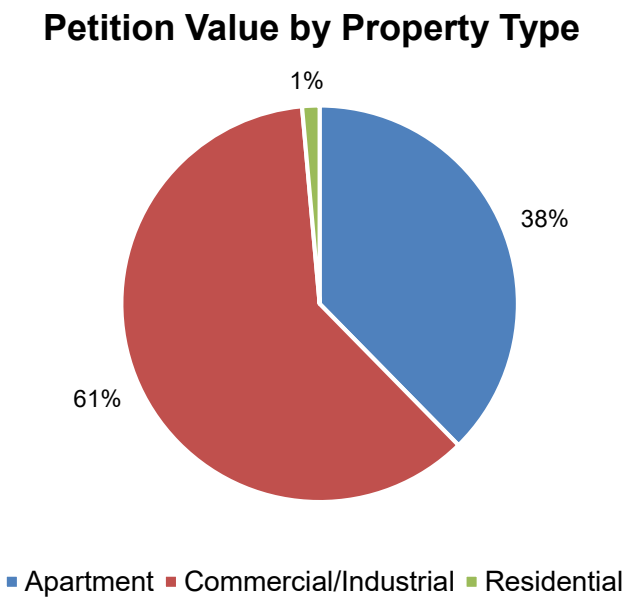
Residential Petition Activity

There have always been fewer residential petitions than commercial petitions filed, and the number of residential petitions continues to decrease. Often homeowners file on their property because they have missed the LBAE and CBAE process. Many of Minnetonka's cases are stipulated to a value agreed upon between the homeowner and the staff appraiser.

The charts below show the distribution of tax court petitions, as well as the value of those petitions. Although the vast majority of cases are commercial/industrial, apartment petitions make up a substantial amount of value under appeal.

Total Petitions for Taxes Payable 2020





Despite a large amount of value under petition, the assessing division continues to seek ways to increase productivity in handling the tax court process. The number of closed cases continues to remain low, which is due to the declining number of cases filed over the last several years. The goal is to resolve cases sooner to ease the scheduling burden and ultimately reduce any refunds given back to the petitioners.

Public Information and Citizen Relations

The city provides public information in several ways to keep Minnetonka residents informed about the market value process, methods for appeal, and current property tax rates. Staff regularly updates the city's web page with current information, annually posts the assessment report on the City of Minnetonka website, and provides information in the Minnetonka Memo. Information regarding the Property Tax Refund, the Senior Citizens' Property Tax Deferral, and foreclosure prevention counseling is on the City's website.

The assessing division staff uses several methods to ensure that all who contact the city about market values or property taxes receive a prompt, courteous response. A record-keeping system tracks inquiries about market values to see that those inquiries are appropriately tracked through the review process. Every property owner that requests a staff review of their market value receives a response from the city assessing staff.

The assessing staff has worked diligently to provide clear information to property owners about a property tax system that is complex and often difficult to understand. Every spring, assessing staff sends introductory letters to residents in reappraisal neighborhoods. These have been well received by property owners and help increase the number of inspections the assessing division conducts in these neighborhoods.

Assessing Staff

The assessing staff consists of the City Assessor, one Commercial Appraiser, two Principal Appraisers, one Residential Appraiser, and one Assessment Specialist.

Colin Schmidt - City Assessor Colin has been with the City of Minnetonka for six and a half years and has 32 years of experience in the assessment field. As the City Assessor, he is responsible for finalizing and approving the assessments every year, along with overseeing and directing the assessing staff. He also works to resolve tax court cases as they are scheduled. Colin currently holds the Senior Accredited Minnesota Assessor (SAMA) designation as awarded by the Minnesota State Board of Assessors, the highest designation awarded to assessors by the Minnesota State Board of Assessors.

Jon Hicks - Commercial Appraiser Jon joined the City of Minnetonka in 2020 with nearly 14 years of experience appraising commercial property. Jon's experience includes tax litigation for both private and public entities, as well as mortgage lending appraisal. His responsibilities include the valuation of commercial properties and property tax appeals. He holds both the Certified General and Senior Accredited Minnesota Assessor (SAMA) licenses in the State of Minnesota.

Amy Weber - Principal Appraiser Amy has been with the City of Minnetonka for the past 22 years. Her primary role is the valuation of residential properties, which includes single-family homes, condos, and townhomes throughout the city. Amy currently holds the Accredited Minnesota Assessor (AMA) designation as awarded by the Minnesota State Board of Assessors.

Melanie Putz - Principal Appraiser Melanie has been with the City of Minnetonka for four years. Before joining the staff at Minnetonka, she was working for Swift County in Minnesota as an appraiser. Her primary role is the valuation of residential properties, which includes single-family homes, condos, townhomes, and apartments throughout the city. Melanie holds the Accredited Minnesota Assessor (AMA) designation as awarded by the Minnesota State Board of Assessors.

Erin Kastner - Residential Appraiser Erin has been with the City of Minnetonka for three years. Before the City of Minnetonka, she was working at Rice County in Minnesota as a residential appraiser. Her primary role is the valuation of residential properties, including single-family homes, condos, and townhomes. Erin currently holds the Certified Minnesota Assessor (CMA) designation as awarded by the Minnesota State Board of Assessors, and she is currently working towards obtaining her Accredited Minnesota Assessor (AMA) designation.

Denise Ostlund - Assessment Specialist Denise has been with the City of Minnetonka for the past 22 years and has worked in the assessing division for the last 14 years. Her role in the assessment office is the handling and coordinating of all the special assessments, homesteading, and other administrative functions regarding special property tax classifications. Although she does not value properties for the City of Minnetonka, she currently has a Certified Minnesota Assessor (CMA) designation as awarded by the Minnesota State Board of Assessors.

Along with each designation, the Minnesota State Board of Assessors requires continuing education hours. Certified Minnesota Assessors are required to complete 50 hours of continuing education, while Accredited Minnesota Assessors and Senior Accredited Minnesota Assessors are required to complete 60 hours of continuing education in a four-year education cycle. This requirement ensures that each appraiser is continually learning more about the profession and staying current with market trends and valuation expectations.

2021 ASSESSMENT CALENDAR

DATE	ACTION
February 23	Informational articles mailed as part of the March *Minnetonka Memo*
February 24	County Auditor's target date for mailing 2021 property tax bills
March 8	City Council receives the 2021 Assessment Report
March 8	City Council appoints advisors to the Local Board of Appeal and Equalization
March 8	City Assessor's target date for mailing the 2021 value notices for taxes payable 2022
April 2	Property owners are requested to file a formal appeal to appear at the Local Board of Appeal and Equalization
April 12 & April 26	Local Board of Appeal and Equalization
April 30	Last day for property owners to file State Tax Court petitions for the 2020 assessment (payable 2021)
June 14	Hennepin County Board of Appeal and Equalization

Appendix: Statutory Requirements

General

Minnesota law establishes specific requirements for the property tax system, including the assessment of property (M.S. Chapter 273). Properties that qualify for the homestead market value exclusion receive a reduction in taxable market value. The exclusion is a maximum of $30,400 at $76,000 in market value and then decreases by nine percent for every dollar over $76,000 in market value as the property value increases. The exclusion phases out for properties valued at $413,800 or greater.

The law now requires the following:

1. All real property is valued at market value, which is defined as the usual or most likely selling price during the study period. Special exclusions such as the homestead market value exclusion and the veteran's exclusion are subtracted from the market value to arrive at the taxable value.

2. Property is classified according to state law, and the tax capacity is calculated based on the following tax capacity rates.

Tax Capacity Rates for Property Taxes Payable in 2021

Residential Homestead:	
First $500,000 of value	1.00%
Amount over $500,000	1.25%
Rental Housing:	
First $500,000 of value	1.00%
Amount over $500,000	1.25%
4 or more units	1.25%
Commercial/Industrial Preferred:	
First $150,000 of value	1.50%
Amount over $150,000	2.00%
Seasonal Residential:	
First $500,000 of value	1.00%
Amount over $500,000	1.25%

3. The tax capacity is multiplied by the tax rate (the total of county, school, city and miscellaneous levies) to determine the amount of property tax.

4. Finally, any credits, such as those for agricultural preserve, are then subtracted to yield net taxes due.

The annual property assessment focuses on the very first step of this process – establishing an estimated market value for each parcel of property. Market values are assessed locally by the city or township assessor, if there is one, or by the county assessor. The work of the local assessor is monitored by the county assessor, whose work in turn is monitored by the Minnesota Department of Revenue. The Minnesota Department of Revenue is authorized by law to adjust the property assessment to help ensure county-wide and state-wide equalization of property assessments.

As a result, Minnetonka and other Hennepin County cities must regularly report to the county assessor, who has established the standard that local property assessments reach at least 95 percent target ratio of actual market values to sale prices. At times, local assessments have been adjusted by the county assessor or the State of Minnesota to meet this standard.

State law also requires that each individual property be inspected by the assessor at least once every five years. As a result, Minnetonka and other cities set up rotating appraisal schedules to ensure that this requirement is met. **Due to the COVID 19 pandemic, all interior inspections were suspended for the 2021 assessment. Staff is currently relying on GPS technology, exterior inspections and telephone interviews with property owners to verify data as accurately as possible. We are proceeding into the 2022 assessment with the same precautions and will continue the no interior inspections policy until further notice.**

Veterans Exclusion

In 2008, the State legislature amended the homestead law that provides a market value exclusion for all or a portion of property owned and occupied as a homestead by a military veteran who has a service-connected disability of 70 percent or more (M.S. 273.13 subd. 34). To qualify, a veteran must have been honorably discharged from the United States armed forces and must be certified by the United States Veterans Administration as having a service-connected disability. A veteran who has a disability rating of 70 percent or more qualifies for a $150,000 market value exclusion.

A veteran who has a disability rating of 100% total and permanent, qualifies for a $300,000 market value exclusion. To receive this value exclusion, a property owner must apply to the assessor by December 15 of the assessment year. The exclusion is a one-time application, and the property continues to qualify until there is a change in ownership. If a disabled veteran qualifying for a $300,000 value exclusion predeceases the veteran's spouse, and if upon death of the veteran, the spouse holds the legal or beneficial title to the homestead and permanently resides there, the exclusion carries over to benefit the veteran's spouse until he or she remarries, sells, transfers, or otherwise disposes of the property.

For the 2021 assessment year, there are 93 properties in Minnetonka that will be receiving the exclusion, totaling $21,750,000 in value excluded for taxes payable in 2022.

City Council Agenda Item #14D
Meeting of Mar. 8, 2021

Brief Description: Ordinance implementing ranked choice voting

Recommended Action: Adopt the ordinance

Background

As contemplated by a charter amendment that the voters approved in November 2020, the city council must determine how to implement ranked choice voting for municipal elections. Specifically, the charter requires that the council provide by ordinance for the ballot format and the rules for counting the votes and breaking a tie.

The city attorney prepared a proposed ordinance modeled after those in Minneapolis and St. Louis Park. The ordinance was introduced at the Feb. 22, 2021 council meeting.

The council discussion focused on two topics regarding the ordinance: the number of candidates to be ranked and the timeline for filing campaign finance reports. The majority of council members agreed with the staff recommendation to rank three candidates, and no change has been made to the proposed ordinance in that respect. The staff has revised the ordinance based on the council discussion regarding campaign finance report filing.

As introduced, the ordinance proposed to eliminate what is known as the pre-primary report, because there will be no primary elections with ranked choice voting. The pre-primary report typically falls between the initial report and the pre-election report. Council members generally agreed that the ordinance should retain a requirement to file a report sometime between the initial report and pre-election report, but opinions on the specific deadline varied. The majority of council members expressed a desire to defer to the recommendation of election staff on the precise date, but identified a general timeframe of 60-70 days prior to the election.

The staff recommends that the ordinance require a report to be filed 50 days before a general election or special election. For internal purposes, staff will refer to this as a “preliminary report” instead of a “primary report.” Staff recommends that deadline because it precedes the date for delivery of absentee ballots (which is 46 days before the election) and avoids imposing a filing deadline on a candidate prior to the close of candidate filing. Although the candidate filing period is 98-84 days before a general election or November special election, it is 70-56 days before a special election held at any time other than November. Changing the deadline from 50 to 60 days, for example, would require a candidate to file a report even if they intend to withdraw, but have not yet withdrawn.

The proposed deadline also provides reasonable spacing between filing deadlines. A candidate standing at a November election will have roughly one month after the last date for withdrawal to get his or her campaign running before they file the preliminary report and will have a little over a month before the pre-election report is due. For candidates in special elections (other than in November), the timeline is a little tighter, with only four days after the withdrawal deadline before the preliminary report is due.

The chart included in the packet compares the filing deadlines under the current city code, the ordinance as introduced, and the ordinance as revised and proposed for adoption. The chart also provides example timelines for the November 2021 election and a hypothetical April 2022 special election.

Recommendation

Adopt the ordinance

Submitted through:
Geralyn Barone, City Manager
Mike Funk, Director of Administrative Services

Originated by:
Corrine Heine, City Attorney
Moranda Dammann, Administrative Manager

Comparison of Ordinance Language			Timelines for elections, based on revised ordinance language	
Current city code	**As introduced**	**As revised**	**Nov. 2021 general election**	**Hypothetical April 2022 special election**
Initial report – within 14 days after candidate or committee receives contributions or makes disbursements of more than $50	No change	No change	Varies – depending on when candidate meets spending or contribution threshold	Varies – depending on when candidate meets spending or contribution threshold
Year End report - Jan. 31 of each year after the year in which initial report was filed, until the final report is filed	No change	No change	Varies – depending on when candidate files initial report	Varies – depending on when candidate files initial report
Pre-primary report --10 calendar days before primary or special primary	Eliminated this requirement	Preliminary report - 50 days before general or special election	Candidate filing period: July 27-Aug. 10, 2021 Withdrawal: Aug. 12	Candidate filing period: Jan. 21-Feb. 4, 2022* Withdrawal: Feb. 7*
			Sept. 13 (roughly one month after withdrawal deadline and over one month before next report is due)	Feb. 11 (4 days after withdrawal deadline and about one month before next report is due)
Pre-election report --10 calendar days before the general election or special election	No change	No change	Oct. 24, 2021	March 23, 2022
Post-election report -- 30 calendar days after general or special election	No change	No change	Dec. 2, 2021	May 2, 2022
Final report – when all debts have been settled and all assets in excess of $100 in the aggregate are eliminated	No change	No change	Varies – depending on when debts are settled and assets eliminated	Varies – depending on when debts are settled and assets eliminated

- Deadlines would have been Feb. 5 for end of filing period and Feb. 7 for withdrawal, but Feb. 5 is a Saturday, so filing period ends Feb. 4.

Ordinance No. 2021-

An Ordinance implementing ranked choice voting as required by city charter; adding a new City Code Section 107 governing the conduct of city elections; amending section 110.010 relating to campaign financial reports

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The City of Minnetonka Ordains:

Section 1. Chapter 1 of the Minnetonka City Code is amended to include a new section 107 entitled Section 107 – Conduct of Municipal Elections, to read as follows:

Section 107.005. Applicability.

This section 107 applies to municipal elections for the offices of mayor, council member at-large and ward council member. All provisions of the city charter and state law pertaining to elections also apply, to the extent they are not inconsistent with this section.

Section 107.010. Definitions.

For the purpose of this section 107, certain terms and phrases are defined as follows:

1. "Batch elimination" means a simultaneous defeat of multiple continuing candidates for whom it is mathematically impossible to be elected.

2. "Chief election official" means the city clerk.

3. "Continuing candidate" means a candidate who has been neither elected nor defeated.

4. "Declared write-in candidate" means one or more candidates who have filed a written request with the chief election official to have write-in votes for the candidate counted, provided such request is filed no later than seven days before the general or special election.

5. "Exhausted ballot" means a ballot that cannot be advanced under section 107.030 of this chapter.

6. "Highest continuing ranking" means the ranking on a voter's ballot with the lowest numerical value for a continuing candidate.

7. "Mathematically eliminated" means either:

    a. the candidate could never win because the candidate's current vote total plus all votes that could possibly be transferred to the candidate in future rounds (from candidates with fewer votes, tied candidates, and from undeclared write-in candidates) would not be enough to equal or surpass the candidate

with the next higher current vote total; or

b. the candidate has a lower current vote total than a candidate described by (a).

8. “Mathematically impossible to be elected” means mathematically eliminated by the next higher current vote total comparison.

9. “Maximum possible threshold” means the number of votes sufficient for a candidate to be elected under a first ranked choice tabulation. In any given election, the maximum possible threshold equals the total ballots cast that include votes, undervotes, skipped rankings, and overvotes for the office, divided by the sum of one (1) plus the number of offices to be filled, then adding one (1). This is represented by the following equation:

   Maximum Possible Threshold = ((Total ballots cast that include votes, undervotes, skipped rankings, and overvotes for the office)/(Seats to be elected + 1)) + 1.

10. “Overvote” means a voter has ranked more than one candidate at the same ranking.

11. “Partially defective ballot” means a ballot that is defective to the extent that the election judges are unable to determine the voter’s intent with respect to the office being counted.

12. “Ranked-choice voting” means an election method in which voters rank candidates for an office in order of their preference and ballots are counted in rounds where votes are distributed to candidates according to the preferences marked on each ballot until:

    a. one candidate meets the threshold as described in section 170.030 of this chapter, or

    b. two candidates remain and the candidate with the greater number of votes is declared to be elected.

13. “Ranked-choice voting tabulation center” means the location selected by the chief election official for the tabulation of votes.

14. “Ranking” means the number assigned by a voter to a candidate to express the voter’s preference for that candidate. Ranking number one (1) is the highest ranking. Ranking preference is designated in ascending numerical order, so that a ranking of lower numerical value indicates a greater preference for a candidate than a ranking of a higher numerical value.

15. “Repeat candidate ranking” occurs when a voter ranks the same candidate at multiple rankings for the office being counted.

16. “Round” means an instance of the sequences of voting tabulation steps established in section 170.030 of this chapter

17. “Skipped ranking” means when a voter has left a ranking blank and ranks a candidate at a subsequent ranking.

18. “Sum of all ranked-choice votes” means the sum of all votes for a candidate at every ranking for an office, including all repeat candidate rankings.

19. “Threshold” means the number of votes sufficient for a candidate to be elected. In any given election, the threshold equals the total votes counted in the first round, after removing partially defective ballots, divided by the sum of one (1) plus the number of offices to be filled, then adding one (1). This is represented by the following equation:

    Threshold = ((Total votes cast)/(Seats to be elected + 1)) + 1.

20. “Transferable vote” means a vote for a candidate who has been defeated.

21. “Totally defective ballot” means a ballot that is defective to the extent that the election judges are unable to determine the voter’s intent for any office on the ballot.

22. “Undeclared write-in candidate” means a write-in candidate who is not a declared write-in candidate.

23. “Undervote” means an instance when a voter does not rank any candidates for an office.

Section 107.015. Ballots.

1. Ballot format.

    a. When there are three or more candidates for a single office, a ballot must allow a voter to rank three candidates for each office in order of preference and must allow the voter to add write-in candidates.

    b. A ballot must include instructions to voters that clearly indicate how to mark the ballot so as to be read by the election judges conducting the count, or if voting equipment is to be used, so as to be read by the voting equipment used to tabulate results.

    c. A ballot must include instructions to voters that clearly indicate how to rank

candidates in order of the voter's preference.

d. A ballot must indicate the number of seats to be elected for each office.

2. Mixed-election method ballots. If elections are held in which ranked-choice voting is used in addition to other methods of voting, the ranked-choice voting and non-ranked-choice voting elections must be on the same ballot if possible, with ranked-choice voting and non-ranked-choice voting portions clearly separated on the ballot. If placement of all offices to be elected cannot be placed on a single ballot, a separate ballot may be used for those offices to be elected using ranked-choice voting. The city may deviate from the standard ballot order of offices to allow the separation of ranked-choice voting and non-ranked-choice voting elections.

3. Ballot format rules. The chief election official shall establish administrative rules for ballot format after a voting mechanism has been selected. All rules shall be adopted in accordance with this section.

Section 107. 020. Ranked-choice Voting Tabulation Center.

The chief election official shall designate at least one location to serve as the ranked-choice voting tabulation center. Tabulation of votes must be conducted as described in this section 107.030 of this chapter.

Section 107.025. Write-in Votes.

A candidate for municipal office who wants write-in votes for the candidate to be counted as votes in the candidate's favor must file a written request with the chief election official no later than seven days before the general or special election. The request must be submitted on a form prepared by the city and available at the office of the city clerk and at the city website at least 30 days before a general or special election.

Section 107.030. Tabulation of Votes; In General.

1. Precinct tabulation. When the hours for voting have ended and all voting has concluded, the election judges in each precinct shall record and post the number of votes at each ranking on the ballot. The election judges must then securely transfer all election night materials and ballots from the precinct to the location designated by the chief election official. Upon receipt, the election night materials and ballots shall be secured.

2. Notice of recess in count. At any time following receipt of materials, the chief election official may declare a recess. Notice of such recess shall be posted on the city bulletin board and website, which notice must include the date, time and location at which the process of recording and tabulating votes will resume and the reason for the recess.

3. Recording the votes. At a time set by the chief election official, the judges of the election shall convene at a ranked-choice voting tabulation center to record the names and number of votes received by each declared write-in candidate. The number of votes received by undeclared write-in candidates will be recorded as a group, by office.

Section 107.035. Tabulation of Votes.

1. Applicability. This section governs the manner in which votes shall be tabulated. The method of tabulating ranked-choice votes as described in this section must be known as the “single-seat transferable vote” method of tabulation.

2. First ranked choice tabulation. A first ranked choice tabulation shall be done under this clause before a tabulation as described in section 107.035(3). A first ranked choice tabulation will consist of a first round only. Under the first ranked choice tabulation, the vote total will be sum of number one (1) ranked votes. The maximum possible threshold must be determined. If the vote total for a candidate, other than an undeclared or a declared write-in candidate, is equal to or greater than the maximum possible threshold, that candidate is declared elected and the tabulation is complete. If the vote total for no candidate, other than an undeclared or a declared write-in candidate, is equal to or greater than the maximum possible threshold, a tabulation as described in section 107.035(3) shall be conducted.

3. Tabulation of rounds.

    a. Tabulation of votes at the ranked-choice voting tabulation center must proceed in rounds for each office to be counted. The threshold must be calculated. The sum of all ranked-choice votes for every candidate must be calculated. Each round must proceed sequentially as follows:

        i. The number of votes cast for each candidate, as indicated by the highest continuing ranking on each ballot, must be counted. If a candidate, other than an undeclared write-in candidate, has a vote total that is equal to or greater than the threshold, that candidate is declared elected and the tabulation is complete. If no candidate, other than an undeclared write-in candidate, has a vote total that is equal to or greater than the threshold, a new round begins and the tabulation must continue.

        ii. At the beginning of the second round only, all undeclared write-in candidates and all candidates for whom it is mathematically impossible to be elected must be defeated simultaneously. For rounds subsequent to the second round, all candidates for whom it is mathematically impossible to be elected must be defeated

simultaneously. Votes for the defeated candidates must be transferred to each ballot's next-ranked continuing candidate, except votes for candidates defeated in the final round are not transferred if, by their defeat, the number of continuing candidates is reduced to one. If no candidate can be defeated under this clause, the tabulation must continue as described in clause (iii). Otherwise, the tabulation must continue as described in clause (iv).

iii. The candidate with the fewest votes is defeated. Votes for the defeated candidate must be transferred to each ballot's next-ranked continuing candidate, except votes for candidates defeated in the final round are not transferred if, by their defeat, the number of continuing candidates is reduced to one. Ties between candidates with the fewest votes must be resolved by lot by the chief election official. The candidate chosen by lot must be defeated. The result of the tie resolution must be recorded and reused in the event of a recount.

iv. The procedures in clauses (i) through (iii) must be repeated until one candidate reaches the threshold, or until only one continuing candidate remains. If only one continuing candidate remains, that continuing candidate must be elected. In the case of a tie between two or more continuing candidates, the tie must be resolved by lot by the chief election official. The result of the tie resolution must be recorded and reused in the event of a recount. A tied candidate chosen by lot must be defeated. When only one continuing candidate remains after a tie has been resolved by lot by the chief official, that continuing candidate must be elected and the votes of the tied candidate chosen by lot will be retained.

b. When a skipped ranking, overvote, or repeat candidate ranking is encountered on a ballot, that ballot shall count towards the highest continuing ranking that is not a skipped ranking, an overvote, or repeat candidate ranking. If any ballot cannot be advanced because no further continuing candidates are ranked on that ballot, or because the only votes for further continuing candidates ranked on that ballot are either overvotes or repeat candidate rankings, the ballot shall not count towards any candidate in that round or in subsequent rounds for the office being counted.

Section 107.040. Ties Resolved by Lot.

1. Who resolves a tie by lot. The chief election official must resolve a tie by lot.

2. Notice to candidates with tied votes. The chief election official must notify all candidates with tied votes that the tie will be resolved by lot. This notice must be sent at least one hour prior to resolving the tie by lot. The notice must be sent through a

medium that would generally be capable of reaching a person within the one-hour period, such as face-to-face, a fax, an email, an instant message, a text, a video chat, a telephone call, or a voicemail. The chief election official may consider the preference of each candidate for the medium through which the notice would be provided. The chief election official is not required to confirm that the notice is received by a candidate before resolving a tie by lot. A tie may be resolved by lot even though some or all of the candidates who have tied votes are not present.

3. Witnesses. The resolving of the tie by lot must be witnessed by two election judges who are members of different major political parties.

4. Recording. The resolving of a tie by lot may be recorded through any audio and visual recording technology.

5. Media. The chief election official may allow the media to view the resolution of a tie by lot.

6. Procedures. The chief election official may establish written procedures for implementing this section.

Section 107.045. Reporting Results.

1. Precinct summary statement. Each precinct must print a precinct summary statement, which must minimally include the number of votes in the first ranking for each candidate.

2. Ranked-choice voting tabulation center summary statement. The ranked-choice voting tabulation center must print a summary statement, which must include the following information:

    a. Total votes cast

    b. Number of undervotes

    c. Number of totally defective and spoiled ballots

    d. Threshold calculation

    e. Total first choice rankings for all candidates

    f. Round-by-round tabulation results, including simultaneous batch eliminations and defeated candidate transfers, and exhausted ballots at each round.

3. Election abstract. The election abstract must include the information required in the ranked-choice voting tabulation center summary statement, with the addition of:

a. The number of registered voters by precinct

b. The number of Election Day voter registrations

c. The number of absentee voters, and

d. Any other information required by the city charter or state law.

Section 107.050. Recounts.

1. Required recounts. A candidate defeated in the final round of tabulation may request a recount of the votes cast for the nomination or election to that office if the difference between the final round vote total for that candidate and for a winning candidate is less than the percentage as provided by Minnesota Statutes section 204C.36.

    a. Candidates must file a written request for the recount with the chief election official. All requests must be filed during the time for notice of contest of election for which a recount is sought.

    b. Upon receipt of a request made pursuant to this section, the city shall recount the votes for a municipal office at the expense of the city.

2. Discretionary candidate recounts. Candidates defeated in the final round of tabulation when the vote difference is greater than the difference required by section 107.050(1), and candidates defeated in an earlier round of counting, may request a recount in the manner provided in this section at the candidate's own expense.

    a. The votes shall be recounted as provided in this section if the requesting candidate files with the city clerk a bond, cash, or surety in an amount set by the city for payment of the recount expenses.

3. Notice of contest. Time for notice of contest of election to a municipal office which is recounted pursuant to this section shall begin to run upon certification of the results by the governing body of the municipality.

4. Scope of recount. A recount conducted as provided in this section is limited in scope to the determination of the number of votes validly cast for the office to be recounted. Only the ballots cast in the election and summary statements certified by the election judges may be considered in the recount process.

Section 107.055. Counting Procedures.

The chief election official shall establish administrative procedures for the tabulation of

votes in accordance with rules for counting the votes contained in this section 107.030 and 107.035.

Section 107.060. Electronic Voting Systems.

All provisions of state law pertaining to electronic voting equipment systems apply, to the extent they are not inconsistent with this section 107. Any voting equipment system used to conduct an election under this section must be authorized by the county auditor pursuant to Minnesota Statutes section 206.58.

Section 107.065. Testing of Voting System.

The chief election official shall have the voting system tested to verify that the system will correctly mark ballots using all methods supported by the system, and count the votes cast for all candidates and on all questions per state law. In addition to all requirements under state law, the equipment must be tested to ensure that each ranking for each candidate is recorded properly, and must be tested to ensure the accuracy of software used to perform vote transfers and produce results.

Section 107.070. Post-election Review of Voting System and Tabulation of Results.

1. Selection of test date; notice. At canvass, the chief election official must select by lot the office and precincts to be reviewed and set the date, time, and place for the post-election review. Post-election review is not required for a hand count election.

2. Scope and conduct of test. The post-election review must be conducted, in public, of a sample of ballots cast for one ranked-choice voting election for municipal office.

3. Test. At canvass, the chief election official shall select, by lot, a total of two precincts for the office selected to be reviewed. Using the actual ballots cast in the two precincts selected, the judges of the election shall conduct a hand count of ballots cast for the office selected to be reviewed. Using procedures called for in section 107.055 of this chapter and accompanying rules, the judges shall count and record the ballots cast.

4. Standard of acceptable performance by voting system. A comparison of the results compiled by the voting system with the results compiled by the election judges performing the hand count must show that the results of the electronic voting system differed from the hand count of the sample tested by no more than the applicable percentage for a mandatory recount under Minnesota Statutes section 204C.36, subdivision 1 . Valid votes that have been marked by the voter outside the vote targets or using a manual marking device that cannot be read by the voting system must not be included in making the determination whether the voting system has met

the standard of acceptable performance.

5. Additional review if needed. Additional review(s) may be required as follows:

    a. Additional precinct review. If a test under section 107.070(3) reveals a difference greater than the applicable percentage for a mandatory recount, as provided by Minnesota Statutes section 204C.36, subdivision 1, in at least one precinct of an office, the chief election official must immediately publicly select by lot two additional precincts of the same office for review. The additional precinct review must be completed within two days after the precincts are selected and the results immediately reported to the county auditor.

    b. Additional office review. If the additional precinct review also indicates a difference in the vote totals that is greater than the applicable percentage threshold, as provided by state law, in at least one precinct of an office, the chief election official must conduct a review of the ballots from all the remaining precincts in the office being reviewed. This review must be completed no later than two weeks after the canvass.

6. Report of results. Upon completion of the post-election review, the chief election official must immediately report the results to the county auditor and make those results public.

7. Update of vote totals. If the post-election review under this section results in a change in the number of votes counted for any candidate, the revised vote totals must be incorporated in the official result from those precincts.

8. Effect on voting systems. If a voting system is found to have failed to record votes accurately and in the manner provided by this section 107, the voting system may not be used at another election until it has been approved for use by the county auditor, pursuant to Minnesota Statutes, section 206.58. In addition, the county auditor may order the city to conduct a hand recount of all ballots cast in the election.

Section 2. Section 110.010, subdivision 2, clause c of the Minnetonka City Code, relating to the time for filing campaign financial reports by committees and candidates, is amended to read as follows:

c. In addition, in a year when the candidate's name or a ballot question appears on the ballot, the candidate or committee must file a report as follows:

(1) fifty ~~ten~~ calendar days before the ~~primary or special primary~~ general or special election;

(2) ten calendar days before the general election or special election; and

(3) thirty calendar days after a general or special election.

Section 3. This ordinance is effective 30 days after publication.

Adopted by the city council of the City of Minnetonka, Minnesota, on

_____
Brad Wiersum, Mayor

Attest:

_____
Becky Koosman, City Clerk

Action on this Ordinance:

Date of introduction:
Date of adoption:
Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:
Ordinance adopted.

Date of publication:

I certify that the foregoing is a true and correct copy of an ordinance adopted by the city council of the City of Minnetonka, Minnesota, at a meeting held on

_____
Becky Koosman, City Clerk

City Council Agenda Item #15A
Meeting of Mar. 8, 2021

Brief Description: Appointment of Advisors for the 2021 Local Board of Appeal and Equalization

Recommended Action: Approve Appointment of the Advisors

Background

The first meeting of the 2021 Minnetonka Local Board of Appeal and Equalization is scheduled for April 12, 2021. Prior to the first meeting, the council appoints advisors to assist in the review of the market value appeals as provided by the City Charter. These advisors review each appeal and offer their independent opinion of market value as of January 2, 2021. The advisors' recommendations will be presented at the reconvened meeting on April 26, 2021.

This year staff recommends the appointment of four advisors.

Craig Dullum: Mr. Dullum is an agent with Edina Realty and has been in the real estate industry for 41 years. He has been a resident of Minnetonka for 9 years. This is Mr. Dullum's first year as an advisor.

Larry Kriedberg: Mr. Kriedberg is an agent with Coldwell Banker Burnet and has been in the real estate industry for 21 years. He has been a resident of Minnetonka for 25 years. This will be Mr. Kriedberg's seventh consecutive year as an advisor.

Ann Laurent: Ms. Laurent is an agent with Coldwell Banker Burnet and has been in the real estate industry for 38 years. She has been a resident of Minnetonka for 8 years. This is Ms. Laurent's second year as an advisor.

Keith Swanson: Mr. Swanson is an agent with Coldwell Banker Burnet and has been in the real estate industry for 21 years. He has been a resident of Minnetonka for 6 years. This is Mr. Swanson's third year as an advisor.

Recommendation

Staff recommends Mr. Dullum, Mr. Kriedberg, Ms. Laurent, and Mr. Swanson be appointed as advisors for the 2021 Minnetonka Local Board of Appeal and Equalization.

Submitted through:
Geralyn Barone, City Manager
Darin Nelson, Finance Director

Originated by:
Colin Schmidt, SAMA, City Assessor