Agenda
Minnetonka City Council
Regular Meeting, Monday, April 15, 2019
6:30 p.m.
Council Chambers

1. Call to Order
2. Pledge of Allegiance
4. Approval of Agenda
5. Approval of Minutes:
   A. March 18, 2019 regular council meeting
   B. April 1, 2019 LBAE meeting
6. Special Matters:
   A. Proclamation declaring April 22, 2019 as Earth Day
   B. Proclamation declaring April 26, 2019 as Arbor Day
7. Reports from City Manager & Council Members
8. Citizens Wishing to Discuss Matters Not on the Agenda
9. Bids and Purchases:
10. Consent Agenda - Items Requiring a Majority Vote:
   A. Agreement with Xcel Energy for the burial of power lines along Minnetonka Boulevard at Shady Oak Road
      Recommendation: Approve the agreement (4 votes)
   B. Agreements for Metropolitan Council Local Housing Incentives Account (LHIA) funds for Homes Within Reach
      Recommendation: Approve the agreements (Majority vote)
   C. Agreement for public works maintenance service
      Recommendation: Approve the contract (majority vote)
D. Ordinance regarding technical, non-substantive corrections to ordinances, resolutions, and policies

Recommendation: Adopt the ordinance (4 votes)

E. Ordinance relating to small wireless facilities in public right of way

Recommendation: Adopt the ordinance (4 votes)

11. Consent Agenda - Items Requiring Five Votes: None

12. Introduction of Ordinances:

A. Ordinance amending various sections of the city code regarding changes in fees

Recommendation: Introduce the ordinance (4 votes)

13. Public Hearings:

A. On-sale liquor license for MTKA Pizza, LLC (DBA Station Pizzeria), at 13008 Minnetonka Boulevard

Recommendation: Continue the public hearing and grant the license (5 votes)

14. Other Business:

15. Appointments and Reappointments:

A. Appointment of representatives to various advisory boards, commissions and committees

Recommendation: Approve the appointment

16. Adjournment
Minutes
Minnetonka City Council
Monday, March 18, 2019

1. Call to Order

Mayor Brad Wiersum called the meeting to order at 6:30 p.m.

2. Pledge of Allegiance

All joined in the Pledge of Allegiance.

3. Roll Call

Council Members Bob Ellingson, Deb Calvert, Rebecca Schack, Susan Carter, Tim Bergstedt and Brad Wiersum were present. Mike Happe was absent.

4. Approval of Agenda

Bergstedt moved, Calvert seconded a motion to accept the agenda with addenda to Item 14.A. All voted “yes.” Motion carried.

5. Approval of Minutes: Dec. 17, 2018; Jan. 7, 2019; and Jan. 28, 2019 regular council meetings

Schack moved, Calvert seconded a motion to approve the minutes of the Dec. 17, 2018 regular council meeting, as presented. Ellingson, Calvert, Schack, Bergstedt, and Wiersum voted “yes.” Carter abstained. Motion carried.

Calvert moved, Schack seconded a motion to approve the minutes of the Jan. 7, 2019 regular council meeting, as presented. Ellingson, Calvert, Schack, Bergstedt, and Wiersum voted “yes.” Carter abstained. Motion carried.

Calvert moved, Schack seconded a motion to approve the minutes of the Jan. 28, 2019 regular council meeting, as presented. Ellingson, Calvert, Schack, Bergstedt, and Wiersum voted “yes.” Carter abstained. Motion carried.

6. Special Matters: None

7. Reports from City Manager & Council Members

City Manager Geralyn Barone reported on the process for filling the vacancy in the office of Council Member At Large Seat B. She also reported on upcoming city events and council meetings.
Calvert had attended an interfaith service at the Dar Al-Farooq mosque in honor of New Zealand victims. She had also attended a neighborhood meeting about the Woodhill Road project and the Energy, Environment & Natural Resources Federal Advocacy Committee meeting at the National League of Cities.

Schack had also attended the National League of Cities and spent a day with the local congressional representatives and senators in order to advocate on behalf of the city.

Wiersum joined his colleagues at the National League of Cities and had been invited to Minnetonka United Methodist Church to participate in a conversation on racial equality.

8. Citizens Wishing to Discuss Matters not on the Agenda

9. Bids and Purchases:

A. Bids for the Main Lift Station Junction Box

Barone gave the staff report.

Schack moved, Calvert seconded a motion to award the contract to S.M. Hentges & Sons, Inc. All voted “yes.” Motion carried.

10. Consent Agenda – Items Requiring a Majority Vote:

A. Resolution amending Resolution No. 2019-011 regarding INVERNESS ESTATES

Ellingson moved, Carter seconded a motion to adopt Resolution 2019-021 amending Resolution No. 2019-011. All voted “yes.” Motion carried.

11. Consent Agenda – Items requiring Five Votes: None

12. Introduction of Ordinances:

A. Items concerning the demolition of an existing auto dealership building to construct a new auto dealership building at 15906 Wayzata Blvd.

1) Ordinance replacing the existing master development plan and approving final site and building plans;
2) Amendment of an existing conditional use permit; and

3) Variance for parking setback

City Planner Loren Gordon gave the staff report.

Calvert asked about the changes in parking. Gordon explained the request was to reduce the setback for parking from 20 feet to 10 feet which would be looked at by the Planning Commission.

Bergstedt moved, Calvert seconded a motion to introduce the ordinance and refer to the planning commission. All voted “yes.” Motion carried.

13. Public Hearings:

A. Items related to financing public safety facility improvements for the police and fire departments.

Barone introduced the item.

Finance Director Merrill King gave the staff report.

Wiersum asked if this debt would put the city’s Triple A bond rating at risk. King said it would not and that total debt was only one portion of the rating.

Wiersum opened the public hearing at 7:02 p.m. No one spoke. He closed the public hearing at 7:02 p.m.

Calvert was very excited to approve this needed and useful project.

Calvert moved, Carter seconded a motion to adopt Resolution 2019-022 amending the 2019-2023 Capital Improvement Program and Resolution 2019-023 authorizing the sale of $25,000,000 in general obligation bonds. All voted “yes.” Motion carried.

B. Items regarding Boom Island Brewing at 5959 Baker Rd.

1) Conditional use permit for a microbrewery and taproom at 5959 Baker Road.

2) On-sale brewer’s taproom and Sunday liquor license and off-sale liquor license (for growlers) for Boom Island Brewing Company, LLC 5959 Baker Rd, Minnetonka.
Gordon gave the staff report related to the conditional use permit.

Community Development Director Julie Wischnack gave the staff report related to the liquor license

Calvert moved, Bergstedt seconded a motion to adopt Resolution 2019-024 approving the conditional use permit for a microbrewery and taproom at 5959 Baker Road. All voted “yes.” Motion carried

Wiersum continued the public hearing on the liquor licenses from the Feb. 11, 2019 City Council meeting.

Dan Syverson, part-owner Boom Island Brewing, talked about the business.

Wiersum closed the public hearing at 7:12 p.m.

Schack thought it was a good business to have in that area of town and that it would be well received.

Calvert moved, Schack seconded a motion to approve on-sale brewer’s taproom and Sunday liquor license and off-sale liquor license (for growlers) for Boom Island Brewing Company, LLC 5959 Baker Rd, Minnetonka. All voted “yes.” Motion carried.

C. Resolution authorizing an application to the Minnesota Department of Employment and Economic Development for funding from the Minnesota Investment Fund for PeopleNet

Ellingson left the dais at 7:13 p.m.

Wischnack gave the staff report.

Wiersum opened the public hearing at 7:16 p.m.

James Gomochak, consultant for the applicant, explained that the representative was traveling for business purposes, but he was asked to attend on the applicant’s behalf. He was happy to answer questions.

Wiersum was glad to have the addition of the business and jobs.

Wiersum closed the public hearing at 7:17 p.m.
Calvert moved, Bergstedt seconded a motion to hold the public hearing and adopt Resolution 2019-025. Calvert, Schack, Carter, Bergstedt, and Wiersum voted “yes.” Ellingson absent. Motion carried.

D. Surplus CDBG Block Grant Funds from 2014, 2015, 2016, and 2017

Wischnack gave the staff report.

Carter asked for a clarification on the percentage required for spend down. Wischnack said she would need to look up the exact number, but because it was July to July it was not on the annual budget.

Ellingson returned to the dais at 7:21 p.m.

Wiersum asked if all of the projects had a loan forgiveness option if residents stayed in the property long enough. Wischnack explained that the requirement was 80% area median income or below and that repayment forgiveness happened at year 10.

Wiersum opened the public hearing at 7:23 p.m. No one spoke. He closed the public hearing at 7:23 p.m.

Schack moved, Carter seconded a motion to adopt Resolution 2019-026. All voted “yes.” Motion carried.

E. On-sale liquor licenses for MTKA Pizza, LLC (DBA Station Pizzeria), at 13008 Minnetonka Boulevard

Wischnack gave the staff report.

Wiersum opened the public hearing at 7:25 p.m.

Calvert moved, Bergstedt seconded a motion to continue the public hearing to April 15, 2019. All voted “yes.” Motion carried.

F. Items regarding Marsh Run (Doran Apartments)

1) Public hearing approving vacation of easements at 11650 and 11706 Wayzata Blvd

2) Marsh Run (Doran Apartments)

Gordon gave the staff report related to the vacation of easements.
Wischnack gave the staff report related to tax increment financing and the contract for private development.

Calvert mentioned resident concerns over selling or giving property to the developer. Gordon explained the city was giving up publicly held conveyances for drainage or utility purposes not land owned by the city. City Attorney Corrine Heine clarified that the Minnesota Department of Transportation had deed a portion of former Highway 12 to the city, but the item for consideration did not involve any sale of land to the adjacent owner. Calvert said there was a letter in the packet that said the Economic Development Authority was contemplating reimbursing the developer. Wischnack answered the city looks at the "but for" analysis for tax increment districts. In this case, there were extraordinary costs of redevelopment that qualified for tax increment financing. Carter asked if there would be a new district for Marsh Run or if it would be combined with the existing Boulevard Gardens district. Wischnack said there would be two separate districts.

Schack asked staff to clarify if there were any substantive changes to the terms from December to today. Wischnack said all of staff's proposals were in the contract. There had been some contention, but staff was confident that it followed the other contracts for affordable housing in the city.

Wiersum asked if the $4,571 per unit per year was for 17 years or 30 years. Wischnack answered 30. She explained that each project had different terms so this allowed an apple to apple comparison.

Anne Behrendt, Chief Operating Officer Doran Companies, thanked the council and talked about the challenges of the project. She appreciated the thoroughness and thoughtfulness of everyone involved. Doran was proud of the 20% affordable housing and was committed to being a good neighbor. Wiersum appreciated the comments concerning the council and staff. He acknowledged the tension at the previous meeting, but said we march forward. He was excited about the project and the affordable component.

Wiersum opened the public hearing at 7:51 p.m.

Pam Lewis, 980 Fairfield Court, Hopkins, asked for the city's and the developer's help. She thought there were still a lot of logistical issues that had not been fully vetted. She expressed concern over two neighboring pieces of property that had even larger environmental concerns.
Wischnack communicated that prior to construction, staff would hold a neighborhood meeting to share the construction management plan.

Wiersum encouraged residents to contact their council members, staff, and himself if there were concerns. He said staff would hold the developer accountable.

Wiersum closed the public hearing at 7:55 p.m.

Schack reiterated that the project was already approved. She thought it was important to now make sure the project went forward in the best way possible.

Calvert agreed with Schack and said the vote was procedural. She still had issues with the project, but affordable housing was a top priority.

Wiersum understood the environmental concerns about adjacent properties, but was not aware of any current plans. He encouraged residents to continue communicating with the council.

Wiersum closed the public hearing at 7:58 p.m.

Carter moved, Bergstedt seconded a motion to adopt Resolution 2019-027 vacating drainage and utility easements at 11650 and 11706 Wayzata Blvd. All voted “yes.” Motion carried.

Calvert moved, Carter seconded a motion to adopt Resolution 2019-028 modifying the Development Program for Development District No. 1, establishing Marsh Run Tax Increment Financing District and adopting a tax increment financing plan AND to adopt Resolution 2019-029 approving contract for private development and a construction addendum. All voted “yes.” Motion carried.

14. Other Business:

A. Conditional use permit for a religious institution at 11021 Hillside Lane West; 2327, 2333 and 2339 Hopkins Crossroad; and 11170 Mill Run

Gordon gave the staff report.

Carter asked if the council wanted to add a stipulation where construction vehicles could and/or could not park, would that be added to the permit or was that part of the construction management process. Gordon explained that it was handled at a staff level; however, the council should point out
any issues it wanted staff to look at. Carter said it was helpful to see the commitment to extend fencing, but asked if the requirement would be added to the conditional use permit. Gordon answered that the fencing was shown on the site plan which was an official document being approved as part of the project.

Schack asked about the fence between the property and the neighbors that was going to be replaced in the earlier application. Gordon suggested the applicant should speak to the existing fence versus proposed. Schack asked about prohibiting parking on adjacent roads. Gordon said the city could post parking signage for specific hours, but the city relied on neighbors to petition the city for that need.

Wiersum asked about the additions to the conceptual site plan dated today and asked if the triangular area on the map would be an easement. Gordon confirmed. Wiersum asked the city attorney to talk about precedent which was addressed in a letter from a resident. Heine explained that the letter cited examples of conditions that had been imposed on developments in other cities and states, but those were not binding legal precedents. She stated that if someone were reviewing the council’s decision, what the council had done in similar neighborhoods or properties would be much more relevant than something that had been done in a different city or state.

Rabbi Mordechai Grossbaum, 3301 Robinwood Lane, Hopkins, thanked the council and staff for the time spent on the project. He noted that receiving a no from the council for the previous application brought them to a much better proposal and hopefully a safer Minnetonka. He thanked the neighbors for their input and staff for help with the rules and regulations.

Jeff Herman, 4740 W 27th Street, Minneapolis, was surprised at how controversial the project had been and was honored to help with this project. He was concerned with the life and safety aspect and thought all the pieces came together when they added access from Hillside. He talked about the landscaping and screening.

Gabriel Keller, P/K Architecture, noted the passion on both sides was a testament to the commitment that people had to the City of Minnetonka. He talked about being a residential firm and how that helped them fit the project into the residential community. He discussed the changes, floor plan, materials, fences, landscaping, and parking.

Michael Leirdahl, 2390 Vernon Circle, reviewed what happened in 2018. He explained that the neighbors had met with the Rabbi at the suggestion
of the council. One of the things agreed to was a new fence. He thought the changes were a huge improvement, but was upset that a new fence was not included in the current plans. He asked the council to add a stipulation that required the installation of a new fence.

Mike Anderson, 11105 Hillside Lane W, appreciated the screening that was added, but was concerned that his car would block the view for people exiting the site. He was also concerned that this was the sixth event-based facility on this road.

Amy Taswell, 11120 Mill Run, suggested prohibiting parking on the roads, but providing parking permits to residents. She also asked about the parking contract that was mentioned in the previous application and sidewalks. She asked the council to attach the stipulations listed in the neighborhood letter dated March 4, 2019. She also asked the council if it would approve anything else here if it was not a religious institution.

Gabriel Keller, P/K Architecture, commented that Mike Anderson’s car was parked in front of a garage.

Mike Fiterman, 2200 Isengard Street, thanked the council and staff for their hard work and dedication. He had been a proud resident of Minnetonka for 39 years. Minnetonka was the only community this side of the Mississippi that had every type of Jewish religious practice present. Mr. Fiterman thought it was time the members of the Chabad had their own home. He commented that the members were loving, humble, and caring people who would make great neighbors.

Marvin Liszt, attorney for the applicant, thought the first project was good, but commented that this project was really good. He noted the letter regarding the fence and explained that he would be happy to answer any questions the council had.

Calvert noted that she was in favor of the previous project; however, the project not going through was a blessing in disguise. The revised project was more attractive, lower profile, and higher quality materials. She understood that change was hard and hoped discussions could continue.

Schack said she had weighed in on the previous application as a Planning Commissioner. She thought this plan was much better, but was disappointed that the entire fence would not be replaced. She noted that there was more than one landscape plan and wanted to be clear the correct plan was included.
Carter was moved by the number of people that attended in support. She hoped in the spirit of building community, a negotiation about the fence could be managed. She also wanted to see stipulations about where construction vehicles could park.

Bergstedt agreed that the new building and landscaping were a big improvement. He shared a concern over the fence and thought the Chabad should work with the neighbors to construct a new fence. He noted the Chabad could have found another community or pursued a legal issue, but instead they listened to the concern of the neighbors, staff, planning commission, and the council.

Calvert commented on the suggestion that the council would not approve the project if it was anything other than a religious institution. She said religious institutions were appropriate for residential areas according to city ordinance.

Ellingson agreed with Bergstedt and Calvert. He thought safety was a big improvement and hoped the Chabad and neighbors would continue working together.

Schack asked how it would be handled if parking became an issue. Gordon explained that a Conditional Use Permit was always open for review by the council if circumstances warranted. Heine clarified that a conditional use permit once granted continued in effect unless there was a violation of a condition. If changes occurred over time and the use was no longer consistent with the original plans, which would provide an opportunity for the council to say that a project had exceeded the approval given.

Wiersum asked how the significance was measured, for instance if traffic doubled. Heine answered the specific use would need to cause a significant increase. Wischnack continued that in the event of a complaint, staff would need to find evidence to prove the point.

Wiersum said the process had been long, but the plan was dramatically better. The previous plan was a very intense use of a very small piece of property and the safety concerns were real. He thought it had been a very hard decision and personally thanked the rabbi and members for their good will. He thought a new fence would be good, but did not want to require it as a condition of approval.

Wischnack asked for clarification from the applicant as to which landscape plan should be included. Mr. Keller answered the Feb. 14, 2019 plan.
All voted "yes." Motion carried.

Wiersum called a recess at 9:55 p.m.

Wiersum called the meeting back to order at 10:06 p.m.

B. Ordinances amending various sections of the city code regarding:

1) Residential zoning districts;
2) Wetland overlay district;
3) Shoreland overlay district;
4) Retaining walls;
5) Opus overlay district; and
6) Sign ordinance

Gordon gave the staff report.

Schack moved, Calvert seconded a motion to adopt Ordinances 2019-03 regarding definitions, 2019-04 regarding accessory structures, 2019-05 regarding wetland overlay district, 2019-06 regarding shoreland overlay district, 2019-07 regarding retaining walls, 2019-08 regarding traffic requirements in the Opus overlay district, and 2019-09 regarding signs in residential zoning districts. Calvert, Schack, Carter, Bergstedt, and Wiersum voted "yes." Ellingson absent. Motion carried.

C. Resolution approving OAKLAND ESTATES, a 4-lot subdivision at 1922 Oakland Rd

Gordon gave the staff report.

Ellingson returned to the dais at 10:15 p.m.

Calvert pointed out that the subdivision was removing 36% of trees which was more than the 35% cap. Gordon answered that the application did not include a variance, and the subdivision would be required to comply with the 35% cap. Calvert said that it was very wooded, but not a woodland preservation area. She asked Gordon to explain the difference. Gordon explained that woodland preservation areas were defined in an
ordinance and needed specific species of trees and other characteristics. There were mapped areas in the community that had those specific species.

Curt Fretham, Lake West Development, noted that he only had contact from one neighbor. He presented a handout with information concerning Lake West Development and the tax revenue that its developments had generated. He acknowledged the importance of trees and said he would look into the 35% cap.

Wiersum thought the summary was helpful.

Calvert said even though the development brought in tax revenue, there were some things that you could not put a price on. Trees were one of the things that made Minnetonka unique.

Bergstedt said it was a straight forward subdivision and appreciated the creativeness with the storm water.

Bergstedt moved, Schack seconded a motion to adopt Resolution 2019-031. All voted "yes." Motion carried.

D. Drainage and utility easements within public properties

City Engineer Will Manchester gave the staff report.

Calvert moved, Carter seconded a motion to adopt Resolution 2019-032, establishing drainage and utility easements within public properties. All voted "yes." Motion carried.

E. Resolutions for the Carlson Parkway project

Manchester gave the staff report.

Wiersum said it would be nice to have the new signals and ADA compliant sidewalks.

Bergstedt moved, Schack seconded a motion to adopt Resolution 2019-033 accepting plans and specifications for the Carlson Parkway project and authorizing advertisement for bids, and Resolution 2019-034 approving the cooperative construction agreement with the Minnesota Department of Transportation. All voted "yes." Motion carried.

F. Resolution approving providing park credits for RIDGEDALE CENTER TENTH ADDITION
Gordon gave the staff report.

*Schack moved, Calvert seconded a motion to adopt Resolution 2019-035, replacing Resolution No. 2018-108 and assigning park dedication credits.* All voted "yes." Motion carried.

15. Appointments and Reappointments:

   A. Appointment of representatives to various advisory boards, commissions and committees

   Wiersum read the appointment of Will Manchester as the Minnetonka City Council's representative to the Suburban Rate Authority.

   *Wiersum moved, Carter seconded a motion to approve the appointment.* All voted "yes." Motion carried.

16. Adjournment

   *Schack moved, Bergstedt seconded a motion to adjourn the meeting at 10:38 p.m.* All voted "yes." Motion carried.

Respectfully submitted,

Becky Koosman
Acting City Clerk
1. Call to Order.

Mayor Brad Wiersum called the meeting to order at 6:15 p.m.

2. Roll Call:

Councilmembers Deb Calvert, Rebecca Schack, Susan Carter, Mike Happe, Tim Bergstedt, Bob Ellingson and Brad Wiersum were present.


City Manager Geralyn Barone indicated there is an addendum updating the agenda.

4. Appeals to the board of review:

A. Valuation changes being brought by the City Assessor to the Local Board of Appeal and Equalization for action:

Wiersum read the following into the record:

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| 6 | Keith Waxelman  
   Jennifer Bratton  
   4850 Timber Ridge Cir  
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   30-117-22-24-0061       | $1,563,800                  | $1,657,600                  | $1,501,200                      |
| 7 | David Link  
   Susan Link  
   15320 Crown Dr  
   Minnetonka, MN 55345  
   28-117-22-21-0037       | $717,600                    | $738,400                    | $627,000                        |
| 8 | Ryan Theisen  
   Erin Pope  
   15230 Knob Hill Cur  
   Minnetonka, MN 55345  
   28-117-22-34-0051       | $594,400                    | $628,000                    | $605,000                        |
| 9 | Thomas Haley  
   Kathleen Haley  
   2421 Crowne Hill Rd  
   Minnetonka, MN 55305  
   10-117-22-24-0027       | $1,096,100                  | $1,125,300                  | $1,000,000                      |
| 10| Richard Koenig  
    Sallie Koenig  
    401 Lombardy La  
    Minnetonka, MN 55305  
    03-117-22-11-0022      | $487,700                    | $750,600                    | $670,000                        |
| 11| James Ryshavy  
    6100 Baker Rd  
    Minnetonka, MN 55345  
    34-117-22-43-0003      | $1,458,000                  | $1,597,000                  | $1,500,000                      |
| 12| Timothy Bjella  
    Robyn Bjella  
    2115 Morton Rd  
    Wayzata, MN 55391  
    09-117-22-22-0040      | $394,700                    | $440,800                    | $400,000                        |
| 13| Timothy Bjella  
    Robyn Bjella  
    2129 Morton Rd  
    Wayzata, MN 55391  
    09-117-22-22-0041      | $262,500                    | $320,000                    | $289,000                        |
| 14| Paul Kralovec  
    Nancy Kralovec  
    15213 Holdridge Rd  
    Wayzata, MN 55391  
    04-117-22-34-0028      | $636,300                    | $693,700                    | $640,000                        |
| 15| Mark Brown  
    Sonja Brown  
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John Dykstra
Rebecca Johnson Dykstra
15621 Sheridan Spur Rd
Wayzata, MN 55391
09-117-22-22-0028

Clancy Mylan
5346 Mayview Rd
Minnetonka, MN 55345
27-117-22-34-0001

Happe moved, Schack seconded a motion to accept the advisors’ recommendations. All voted “yes.” Motion carried.

B. Petitions to the Local Board of Appeal and Equalization requiring advisors’ recommendation:

Wiersum read the following into the record:

|------------|-----------------------------|-----------------------------|--------------------------------|
| 1) Frank Spartz
Kathleen Spartz
10211 Cedar Lake Rd 118
Minnetonka, MN 55305
12-117-22-42-0171 | $119,800 | $134,200 |
| 2) Amie Bruneau
491 Willoughby Way W
Minnetonka, MN 55305
01-117-22-22-0212 | $395,000 | $432,400 |
| 3) Vladimir Eletsky
Tatiana Eletsky
2662 Cedar Green
Minnetonka, MN 55305
12-117-22-42-0279 | $425,000 | $557,100 |
| 4) Terry Lehman
463 Willoughby Way W
Minnetonka, MN 55305
01-117-22-22-0210 | $401,100 | $430,100 |
| 5) Narendra Garg
Sarita Garg
5210 Scott Ct
Minnetonka, MN 55345
28-117-22-44-0327 | $420,400 | $430,200 |
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<td>John Alexander III, Ruth Alexander 2447 Emerald Tr Minnetonka, MN 55305 11-117-22-23-0044</td>
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<td>James Fredkove, Donna Falk Fredkove 12811 Sherwood Pl 7 Minnetonka, MN 55305 10-117-22-11-0037</td>
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| 16) Norman Korn  
Bonnie Korn  
6075 Clarion Pass  
Minnetonka, MN 55343  
35-117-22-44-0017 | $847,600 | $897,300 | |
| 17) Brian Noah  
Dana Noah  
5321 Michaele La  
Minnetonka, MN 55345  
30-117-22-43-0014 | $259,000 | $281,100 | |
| 18) Ayman Ali  
Milly Ali  
6044 Clarion Pass  
Minnetonka, MN 55343  
35-117-22-44-0008 | $755,000 | $795,600 | |
| 19) Daniel Keegan  
Tanya Keegan  
5015 Westmill Rd  
Minnetonka, MN 55345  
29-117-22-31-0049 | $386,900 | $399,200 | |
| 20) Barney Harris  
Pamela Harris  
14238 Trace Ridge Rd  
Wayzata, MN 55391  
15-117-22-22-0041 | $925,000 | $946,300 | |
| 21) Stephen Rowland  
15709 Excelsior Blvd  
Minnetonka, MN 55345  
33-117-22-22-0046 | $749,400 | $760,600 | |
| 22) Sakya Dama  
Vandana Gorjala  
11444 Oberlin Rd  
Minnetonka, MN 55305  
02-117-22-11-0054 | $850,000 | $886,300 | |

Bergstedt moved, Schack seconded a motion to refer back to the advisors. All voted “yes.” Motion carried.

C. Petitions to the Local Board of Appeal and Equalization to be referred back to the Assessing staff for review:

Wiersum read the following into the record:
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<td>4) James Portilla</td>
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<td>Kristina Ericson</td>
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Carter moved, Calvert seconded a motion to accept the advisors’ recommendations. All voted “yes.” Motion carried.

5. Recess and continue meeting to 6:00 p.m. on Monday, April 15, 2019.

Happe moved, Calvert seconded a motion to close the agenda to further petitions and continue the meeting to 6:00 p.m. on April 15, 2019. All voted “yes.” Motion carried.

Respectfully submitted,

Becky Koosman
Acting City Clerk
City of Minnetonka
Proclamation
Earth Day
Monday, April 22, 2019

WHEREAS, the global community now faces extraordinary challenges, such as global health issues, food and water shortages, and economic struggles; and

WHEREAS, all people, regardless of race, gender, income, or geography, have a moral right to a healthy, sustainable environment with economic growth; and

WHEREAS, it is understood that the citizens of the global community must step forward and take action to create a green economy to combat the aforementioned global challenges; and

WHEREAS, a green economy can be achieved on the individual level through educational efforts, public policy, and consumer activism campaigns; and

WHEREAS, it is necessary to broaden and diversify this global movement to achieve maximum success; and

WHEREAS, Earth Day is the beginning of a new year for environmental stewardship commitments, to implement sustainability efforts and commit to an Earth Day proclamation; and

FURTHERMORE, let it be known that the Minnetonka City Council hereby encourages its residents, businesses and institutions to use EARTH DAY to celebrate the Earth and commit to building a sustainable and green economy;

NOW THEREFORE LET IT BE PROCLAIMED, the Minnetonka City Council hereby pledges this Earth Day, Monday April 22, 2019, to support green economy initiatives in Minnetonka, MN and to encourage others to undertake similar actions.

Brad Wiersum, Mayor
April 15, 2019
WHEREAS, trees and forests brighten Minnetonka’s future by creating jobs, providing recreational settings, increasing property values, and making cities more livable; and

WHEREAS, trees and forests brighten society by building strong community ties, reducing crime, and providing common meeting places; and

WHEREAS, trees and forests brighten our lives by providing lumber for building homes, fiber for producing paper, foliage for decorating, and food for eating; and

WHEREAS, trees and forests brighten the environment by moderating climate, improving air and water quality, conserving water and energy, and sheltering wildlife; and

WHEREAS, each year, on the last Friday in April, and throughout the month of May, Minnetonka residents pay special tribute to the trees and all the natural resources they represent, and dedicate themselves to the continued health of our state’s community and rural forests.

NOW THEREFORE BE IT RESOLVED that the Minnetonka City Council hereby proclaims Friday, April 26, 2019, as “Arbor Day” and the month of May as “Arbor Month” in the city of Minnetonka.

Brad Wiersum, Mayor
April 15, 2019
Brief Description: Agreement with Xcel Energy for the burial of power lines along Minnetonka Boulevard at Shady Oak Road

Recommended Action: Approve the agreement

Introduction

The burial of overhead utility lines and upgrades to lighting is consistent with Minnetonka’s community vision and strategic goals for reducing the community’s use of energy as well as maintaining and improving its visual image and safety along major road corridors. Overhead burial within the city also helps to reduce outages during major storm events and allows additional space for pedestrian improvements in these areas.

Background

On March 18, 2019, council approved drainage and utility easements on the public property at Guilliams Field (12101 Minnetonka Blvd.) and Mills Landing (12716 Minnetonka Blvd. and 12810 Minnetonka Blvd.) to allow Xcel Energy to complete future overhead burial work in this area.

The City of Minnetonka and Hennepin County have been working with Xcel Energy on an agreement to bury overhead power lines along Minnetonka Boulevard, between Shady Oak Road and Guilliams Field. The project also proposes to provide a new electrical service to the city’s sanitary sewer lift station in this area as well as Hennepin County’s traffic signal at Minnetonka Boulevard and Shady Oak Road. These electrical services are not proposed to be completed as a part of Xcel Energy’s contract, but coordinated directly with an electrical contractor. This burial may require isolated areas of tree removal to locate the electrical transformers and cabinets.

Agreements with Xcel Energy

The city received a statement of work for the project as attached. The statement of work requires city payment of 50 percent of the estimated costs up-front before work begins. Once the project is complete, Xcel Energy bills the city for the remainder of the actual project costs. These costs are planned to be paid from the city’s Electric Franchise Fee Fund.

Xcel Energy is requesting execution of one of their standard agreements for the project that outlines the conditions for overhead power line burial along the corridor. The city attorney has reviewed the agreement.

Estimated Project Costs and Funding

The total estimated project costs, including construction, engineering, administration and contingency for the overhead burial work as well as funding sources are shown below. The funds are included in the adopted 2016-2020 Capital Improvements Program (CIP).
## Recommendation

1) Authorize the mayor and city manager to execute an agreement with Xcel Energy in the estimated amount of $112,406.73 to provide burial of overhead utility lines along Minnetonka Boulevard from Shady Oak Road east to Guiliams Field.

Submitted through:
- Geralyn Barone, Minnetonka City Manager
- Will Manchester, P.E., Director of Engineering

Originated by:
- Jeremy Koenen, P.E., Senior Civil Engineer

<table>
<thead>
<tr>
<th></th>
<th>Budget Amount</th>
<th>Proposed Funding</th>
<th>Expense</th>
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<td>Minnetonka Boulevard</td>
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<tr>
<td>Electric Franchise Fund</td>
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Minnetonka Blvd (CSAH 5)

Overhead Power Burial

This map is for illustrative purposes only.
STATEMENT OF WORK REQUESTED
BY COUNTY, CITY, TOWN OR TOWNSHIP
FOR PROJECTS WITH ESTIMATED
CONSTRUCTION COSTS OVER $25,000

DATE: February 22nd, 2019
WORK REQUESTED BY: City of Minnetonka
WORK LOCATION: Minnetonka Blvd (Shady Oak Rd to Applewood Point)
ADDRESS: 12810 Minnetonka Blvd
Minnetonka, MN 55305

CONSISTING OF:

The following shall constitute the “Work” to be performed by Xcel Energy:

The City of Minnetonka has requested that Xcel Energy replace the existing overhead facilities currently existing along Minnetonka Blvd from the intersection Shady Oak Rd heading east to Applewood Point with a new underground system. The cost to remove overhead distribution facilities and install new underground facilities for this project is $112,406.73.

The primary cost elements included in this cost are as follows:
A) Directional boring: 2,110’ of Primary and 80’ of Secondary cable
B) Installation of one 1 phase load break center (LBC)
C) Installation of two padmount transformers
D) Removal of the existing overhead system

Municipality agrees to pay Xcel Energy for Xcel Energy's actual total cost of the Work, subject to the Municipality's right of cost review in accordance with the terms of this Statement of Work (“Statement”). The current estimate for the Work is $112,406.73 (“Estimate”).

The undersigned hereby requests and authorizes Xcel Energy to perform the Work. In consideration thereof and in lieu of a City Requested Facilities Surcharge, the City agrees to pay Xcel Energy on the date of this Statement an initial payment of ($56,203.37) which is fifty (50) percent of the Estimate (“Down Payment”).

All Work shall be performed pursuant to good utility practice (as that term is generally understood in the utility industry) utilizing Xcel Energy’s commercially reasonable efforts to complete the Work within the Estimate under Xcel Energy’s then current design standards, operating procedures, and safety procedures. The facilities installed or removed by Xcel Energy shall be the property of Xcel Energy and any payment by Municipality shall not entitle Municipality to any ownership interest or right therein. Municipality's and Xcel Energy's rights and obligations with respect to the facilities and services provided through the facilities are subject to the terms of this Statement, as well as the additional terms and conditions provided in the Xcel Energy Electric Rate Book, as now exists or may hereafter be changed, on file with the Minnesota Public Utilities Commission.

In advance of the Work, Municipality agrees to inform Xcel Energy of any Municipality-related or other projects that may affect the Work. During the Work, Xcel Energy agrees to provide the Municipality notice of any proposed change orders increasing the cost of the Work. Municipality acknowledges that change orders that result from requests of Municipality with respect to the performance of the Work or the scope of the Work may increase Xcel Energy's actual cost of the Work. Upon completion of the Work, Xcel Energy agrees to provide Municipality with final detail of the actual work performed and the actual costs of such work performed. Xcel Energy will identify any information included in such information that is non-public pursuant to Minn. Stat. Ch. 13. Upon request by Municipality, Xcel Energy shall provide Municipality the opportunity to review more detailed documentation of the Work performed and related costs.

Xcel Energy agrees to keep Municipality reasonably informed with respect to Xcel Energy’s performance of the Work, consistent with good utility practice and will, at minimum, apprise Municipality when half of the Estimate has been spent and when ninety percent of the Estimate has been spent. Xcel Energy also agrees to timely notify the Municipality when the Work is substantially complete.
Upon receipt of the invoice for the cost balance, the City shall have the right to require that Xcel Energy provide reasonable cost support documentation, including change orders, for its actual total cost of the Work. The Municipality shall pay the balance of cost not subject to reasonable dispute within the timeframe set forth in the Minnesota Municipal Prompt Payment Act, Minn. Stat. 471.425. Xcel Energy and Municipality shall reasonably try to resolve any disputes with respect to costs incurred in performance of the Work in good faith. In the event Xcel Energy and Municipality are unable to resolve any such disputes, the parties may seek redress in a forum with jurisdiction over the dispute.

This Statement of Work is agreed to by Xcel Energy and Municipality and receipt of the above Down Payment of $56,203.37 is hereby acknowledged on behalf of Xcel Energy.

Northern States Power Company, a Minnesota corporation (“Xcel Energy”)  
City of Minnetonka

Print Full Name and Title  
Print Full Name and Title (if applicable)

Signature  
Signature of Authorized Representative

Address: 5309 W. 70th St  
Address:
Edina, MN 55439

Phone: (952) 380-2637  
Phone:

E-mail: Jacob.r.mock@xcelenergy.com  
E-mail:

Xcel Energy Work Order # __________

Estimated Construction $105,143.38  
Estimated Removal $7,263.35

Estimated Total $112,406.73

Form 17-7012
Brief Description: 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 Programs, 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 June 2018, 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 the request to acquire and rehab ten single-family homes in Minnetonka and other western Hennepin County communities, with two homes specifically being supported by the LHIA funds. The grant was awarded for $110,000 on Nov. 15, 2018, as a multi-community grant. The funds will expire on Dec. 31, 2021.

While this is a multi-community grant, Minnetonka is identified as the grantee; therefore the grant agreement with the Metropolitan Council must be executed with the city rather than Homes Within Reach or another community. Funds used on projects outside of Minnetonka will be matched with other funding sources specific to that city.

Homes Within Reach has acquired 60 houses in Minnetonka and a total of 170 homes throughout western Hennepin County. In addition to the funds received by the Met Council and the city, Homes Within Reach has leveraged these dollars by also receiving funds from Minnesota Housing, Hennepin County AHIF and HOME funds, 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

Originated by:
Rob Hanson, Economic Development Coordinator

Attachments:
Metropolitan Livable Communities Act Grant Agreement
Sub-recipient Funding Agreement
Exhibit A

Metropolitan Livable Communities Grant Agreement
LOCAL HOUSING INCENTIVES ACCOUNT

GRANTEE: City of Minnetonka  
GRANT NO. SG-11798

PROJECT: Homes Within Reach

GRANT AMOUNT: $110,000  
FUNDING CYCLE: 2018

COUNCIL ACTION: November 15, 2018  
EXPIRATION DATE: December 31, 2021

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 eligible 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 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) **Municipality.** “Municipality” means a statutory or home rule charter city or town in the seven-county metropolitan area defined by Minnesota Statutes section 473.121, subdivision 2.

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

(f) **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 15 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
Local Housing Incentives Account

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 shall be identified by the Grantee in the application for grant funds.

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
LOCAL HOUSING INCENTIVES ACCOUNT

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; (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 from the Council. 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.

2.10. **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. 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 will disburse grant funds on a reimbursement basis or a “cost incurred” basis. The Grantee must provide with its payment requests documentation that shows grant-funded Project activities have actually been completed. Subject to verification of each payment request form (and the required documentation) and approval for consistency with this Agreement, the Council will disburse a requested amount to the Grantee within two (2) weeks after receipt of a properly completed and verified payment request form. **NOTWITHSTANDING THE PROVISIONS**
OF THIS SECTION 2.11, AFTER JANUARY 1, 2019 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.
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 (twice each year) a status of the Project activities described or identified in Attachment A, the expenditures of the grant funds, and the source and expenditure of the dollar-for-dollar match funds required under Section 2.03. Submission of properly completed payment request forms (with proper documentation) required under Section 2.11 will constitute semi-annual status reports. The Grantee also must complete and submit to the Council a Final Report before the final disbursement of grant funds will be approved. The Council will determine the form and content of the semi-annual status report and the Final Report. 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 grant 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 authority 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.
LOCAL HOUSING INCENTIVES ACCOUNT

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 _________________________

METROPOLITAN COUNCIL

By: __________________________
Title: LisaBeth Barajas, Director
Community Development Division
Date _________________________

By: __________________________
Title: _________________________
Date _________________________

By: __________________________
Title: _________________________
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.
Livable Communities Project Summary

Grant #    SG-11798
Type:    Local Housing Incentives Account
Applicant:    City of Minnetonka
Project Name:    West Hennepin Affordable Housing Land Trust
Project Location:    Western Suburban Hennepin County Communities
Council District:    District 1 – Katie Rodriguez
                         District 3 – Jennifer Munt
                         District 5 – Steve Elkins
                         District 6 – Gail Dorfman

Project Detail

<table>
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<tr>
<th>Project Overview</th>
<th>West Hennepin Affordable Housing Land Trust (WHAHLT) through its Homes Within Reach (HWR) program proposes to acquire, rehabilitate, and resell four ten single family, detached units in western Hennepin County to increase the affordable housing stock available through the land trust. WHAHLT will operate in the cities of Bloomington, Brooklyn Park, Deephaven, Edina, Eden Prairie, Golden Valley, Maple Grove, Minnetonka, New Hope, Richfield, St. Louis Park, and Wayzata, and will serve households at or below 80% of area median income.</th>
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<tbody>
<tr>
<td>Total housing units</td>
<td>10, 2 assisted with LHIA</td>
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<tr>
<td>Affordable units</td>
<td>10 @ 80% AMI</td>
</tr>
<tr>
<td>Est. private funds leveraged</td>
<td>$0</td>
</tr>
<tr>
<td>Est. public funds leveraged</td>
<td>$1,465,736</td>
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</table>

Consolidated RFP Partner Funding

| $110,000  | LHIA |
| $440,000  | Minnesota Housing |
| $1,424,500 | Ten previous LHIA awards |
| LHIA Match | Cities of Bloomington, Edina, Maple Grove, Golden Valley, St. Louis Park & Eden Prairie |
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 __________, 2019, 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 $110,000 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 $110,000 (the
"Subgrant") to Grantee, to assist Grantee with the acquisition and rehabilitation of two 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 two scattered
sites as are described in Grant Agreement No. SG-11798 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, 2021. 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 $110,000. 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: Janet Lindbo, 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, 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.


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 10C  
Meeting of April 15, 2019

Brief Description: Agreement for public works maintenance services

Recommended Action: Approve the contract

Background

In 2004, the city of Minnetonka began utilizing a state Department of Corrections program called the Institution Community Work Crew (ICWC) Program. This program provides up to ten minimum-security inmates, a supervisor, transportation and equipment to perform a variety of unskilled public works tasks. Crews typically work four 10-hour days for 52 weeks a year.

In 2007, the city was fortunate to secure a second ICWC crew to perform a variety of additional tasks such as: drainage maintenance; sidewalk/trail/building snow removal; natural resource restoration projects; tree sale labor; landscaping and park maintenance; utility water filter media replacement; daily custodial building maintenance at public works; vehicle washing and labor for a variety of departments for special events. A third crew was added to assist with invasive species removal and with the planned removal of ash trees in parks and public spaces in anticipation of the arrival of Emerald Ash Borer (EAB). This crew also assists with the trimming and removal of smaller trees in preparation for road reconstruction projects.

This relationship has been an overwhelming success in that a large amount of work is completed at a very reasonable cost. For example, costs saved by using one ICWC crew to remove and replace water plant filter media nearly pays for one crew for the entire year. The department does continue to use seasonal employees, however, seasonal staff has been more difficult to hire and retain for various reasons. The annual cost of $92,375/crew ($277,125 for the three crews each year) for the next two-year contract is the same amount as the previous two contracts. Funding for the crews is financed in the Street Maintenance, Park Maintenance, Utility Fund and Natural Resources operating budgets.

Recommendation

Based on past experience, staff recommends:


Submitted through:
Geralyn Barone, City Manager
Merrill King, Finance Director

Originated by:
Brian Wagstrom, Public Works Director
STATE OF MINNESOTA
INCOME CONTRACT

This contract is between the State of Minnesota, acting through its Commissioner of Corrections, Institution Community Work Crew (“State”), and the City of Minnetonka, 14600 Minnetonka Blvd., Minnetonka, Minnesota, 55345 (Purchaser”).

Recitals

1. Under Minn. Stat. §241.278 the State is empowered to enter into income contracts.  
2. The Purchaser is in need of an Institution Community Work Crew (ICWC).  
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Contract

1 Term of Contract

1.1 Effective date: June 1, 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 Expiration date: May 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 State’s Duties

The State will:

2.1 Provide three (3) crew leader(s) who will individually supervise up to ten (10) offender crew members during four (4) 10-hour days per week, including the hours crew leaders spend for daily preparation, communication and travel. The crew leaders will take directions as to the location and nature of the work to be completed on a given day as requested by the Purchaser’s Authorized Representative or designee.

2.2 Train each work crew in safety principles and techniques set forth by applicable federal, state and local agency requirements. Purchaser agrees that the state has the authority to refuse selected projects if it considers the project beyond the skill level of the crew members and/or unsafe to perform.

2.3 Provide required personal safety equipment and clothing needed for specific work.

2.4 Screen projects to ensure that appropriate staff are assigned.

2.5 Submit reports to the Purchaser upon request within sixty (60) days of the end of each quarter.

3 Purchaser’s Duties

The Purchaser will

3.1 Obtain all necessary permits or licenses or special authority for all projects that utilize ICWC labor.

3.2 Assign all work and coordinate material purchases and delivery through the ICWC crew leader for projects to be performed by the State.

3.3 Hire any subcontractors utilized in the project.

3.4 Provide utilities at the work site and set up accounts for the purchase of materials and rental of specialized tools or equipment needed for the work.

3.5 Meet with the State as necessary to provide project information needed by the State in the performance of its’ duties.

4 Payment

The Purchaser will pay the State for all services performed by the State under this contract as follows:

Payment shall be made by the Purchaser to the State in the amount of one hundred thirty-eight thousand five hundred sixty-two and 50/100 dollars ($138,562.50) on June 1, 2019, one hundred thirty-eight thousand five hundred sixty-two and 50/100 dollars ($138,562.50) on December 1, 2019, one hundred thirty-eight thousand five hundred sixty-two and 50/100 dollars ($138,562.50) on June 1, 2020 and, one hundred thirty-eight thousand five hundred sixty-two and 50/100 dollars ($138,562.50) on December 1, 2020. Any overtime hours will be
billed at the rate of seventy-five 00/100 dollars ($75.00) per hour. Any additional regular crew days will be billed at a rate of four hundred fifty 00/100 dollars ($450.00) per work day.

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is five hundred fifty-four thousand two hundred fifty and 00/100 dollars ($554,250.00), plus any additional overtime hours, as its share of the cost of providing a crew leader and placing the work crews into service on the ICWC Program during the term of this agreement. The Purchaser’s share includes time scheduled for training, vacation, sick leave and holidays based on the terms and condition of the crew leaders AFSCME bargaining agreement.

5 Authorized Representatives
The State's Authorized Representative is Scott Miller, ICWC Supervisor or his successor.

The Purchaser’s Authorized Representative is Brian Wagstrom, Director of Public Works, or his successor.

6 Liability
Each party will be responsible for its own acts and behavior and the results thereof.

7 Amendments, Waiver, and Contract Complete
7.1 Amendments. Any amendment to this contract 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 contract, or their successors in office.
7.2 Waiver. If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.
7.3 Contract Complete. This contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

8 Government Data Practices
The Purchaser must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this Clause, the Purchaser must immediately notify the State. The State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

9 Publicity
Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State’s Authorized Representative.

10 Audit
Under Minn. Stat. Section 16C.05, subd. 5, the Purchaser’s books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

11 Governing Law, Jurisdiction, and Venue
Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12 Termination
Either party may terminate this agreement at any time, with or without cause, upon 30 days’ written notice to the other party.
1. PURCHASER
The Purchaser certifies that the appropriate person(s) have executed the contract on behalf of the Purchaser as required by applicable articles, bylaws, resolutions, or ordinances.

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<th>Title</th>
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2. STATE AGENCY
With delegated authority

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<th>By</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
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3. Commissioner of Administration
As delegated to Materials Management Division

<table>
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<tr>
<th>By</th>
<th>Date</th>
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<tbody>
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Distribution
DOC Financial Services Unit – Original (fully executed) contract
Purchaser
State’s Authorized Representative
Budget Officer of Authorized Representative
Department of Administration – Materials Management Division
City Council Agenda Item # 10D  
Meeting of April 15 2019

Brief Description: Ordinance regarding technical, non-substantive corrections to ordinances, resolutions, and policies

Recommended Action: Adopt the ordinance

Background

The city code currently allows the city clerk to make non-substantive corrections to ordinances when integrating them into the city code. The proposed amendment both expands and limits the city clerk’s ability to administratively correct council records, by making the following changes:

- The ordinance expands the types of records that the city clerk may correct. The existing ordinance includes only ordinances that are being incorporated into the city code. The amendment would add special ordinances (which are not incorporated into the code), council policies, and resolutions.

- The ordinance expands the types of errors that can be corrected administratively. In addition to typographical errors, errors in grammar and punctuation, and references to code provisions, the amendment allows correction of references to federal and state laws or other technical sources. The amendment also allows correction of errors in legal descriptions.

- The proposed ordinance adds a requirement that the city attorney approve any corrections to be made by the city clerk to ensure the correction is not substantive and does not change the council’s intent for the action. This change provides a check and balance on administrative corrections.

The ordinance was introduced at the April 1, 2019 regular council meeting, and there were no changes to the ordinance.

Recommendation

Adopt the ordinance.

Submitted through:
Geralyn Barone, City Manager
Becky Koosman, Acting City Clerk

Originated by:
Corrine Heine, City Attorney
Ordinance No. 2019-

An Ordinance amending section 1315 of the Minnetonka City Code; relating to technical, non-substantive corrections to the city code, ordinances, resolutions and policies

The City of Minnetonka Ordains:

Section 1. Section 1315 of the Minnetonka City Code is amended to read as follows:

SECTION 1315. ORDINANCES, RESOLUTIONS AND POLICIES.

1315.005. Ordinance Enactment. Ordinances must be enacted in accordance with state law, city charter and this code. Ordinances will be integrated into this code in accordance with this chapter.

1315.010. Form of Ordinances. An ordinance amending this code must specify the number of the provision to be amended. Only the text of a separately identified provision need be included for an amendment; the larger section of which it is a part may be omitted. An ordinance repealing an entire provision must either contain the stricken language in the body of the ordinance or attach the deleted text in an appendix.

1315.015. Integration of Ordinances into Code.

1. Matters omitted. When an ordinance is integrated into this code, the following may be omitted:
   a. title;
   b. enacting clause;
   c. section numbers;
   d. validation and repealing clauses;
   e. validating signatures and dates;
   f. penalty provisions; and
   g. punctuation and other matters not an integral part of the ordinance text.

2. Post-adoption changes. When integrating ordinances into the code, the city clerk shall substitute the actual date for the words “the effective date of this ordinance” and may make changes as provided in section 1315.025:
   a. correct obvious grammatical, punctuation, and spelling errors;
   b. change reference numbers to conform with applicable sections of the code;
   c. substitute figures for written words and vice versa;
   d. substitute the actual date for the words “the effective date of this ordinance”; and
   e. take other similar actions to ensure a uniform code of ordinances if they do not alter the meaning of the ordinances enacted.

The stricken language is deleted; the underlined language is inserted.
3. Source notes. When an ordinance is integrated into the code, a source note should be added at the end of the section affected. The note should indicate the action taken, the ordinance that authorized the action, and the effective date of the ordinance.

4. Other standards. The city clerk may establish and implement other standards to ensure the expeditious integration of ordinances into this code. He/she may also establish and implement further policies regarding the preparation, editing and format of ordinances.

1315.020. Recordkeeping: Special Ordinances.
The city clerk is responsible for the safe and orderly keeping of ordinances. The clerk must maintain a current record of ordinances that have been adopted. An ordinance not included in this code is a special ordinance. Examples of special ordinances are those that rezone property, name streets, and grant franchises. The council may direct that a special ordinance be included in an appendix to this code.

1315.025. Recordkeeping.
1. The city clerk is responsible for the safe and orderly keeping of ordinances, resolutions and policies adopted by the city council. The clerk must maintain a current record of adopted ordinances, resolutions and council policies.

2. The city clerk may make minor, non-substantive corrections to the city code, ordinances, resolutions and council policies, upon the written advice or recommendation of the city attorney and without the necessity of further council action. The city attorney must confirm that the proposed changes do not alter the meaning of the record being corrected. The corrections authorized by this subdivision include, but are not limited to:
   a. correction of grammatical, punctuation and spelling errors;
   b. correction of typographical errors;
   c. removal of duplicate pages;
   d. correction of incorrect references to federal laws, statutes, this code, or other similar legal or technical sources;
   e. substitution of written words for figures and vice versa;
   f. corrections to legal descriptions of real property, as may be required to enable recording of a record, provided that any change must be consistent with parcel sketches or other depictions provided to the council at the time of council approval of the ordinance or resolution that is corrected.

Section 2. A violation of this ordinance is subject to the penalties and provisions of Chapter XIII of the city code.

Section 3. This ordinance is effective 30 days after publication.

Adopted by the city council of the City of Minnetonka, Minnesota, on
Ordinance No. 2019-

Brad Wiersum, Mayor

Attest:

Becky Koosman, Acting 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, Acting City Clerk

The stricken language is deleted; the underlined language is inserted.
City Council Agenda Item #10E  
Meeting of Apr. 15, 2019

Brief Description: Ordinance relating to small wireless facilities in public right of way

Recommended Action: Adopt the ordinance

Background

The proposed ordinance amends the city’s right of way management ordinance, which was first adopted in 2010. The city staff has developed and published aesthetic standards for small wireless facilities. The proposed ordinance incorporates those standards into the right of way ordinance. The ordinance was introduced at the April 1, 2019 regular council meeting. The council did not request changes.

The standards include the following requirements:

- Support structures for wireless facilities must: have a fully-enclosed design so that the maximum amount of facilities are concealed inside the structure or below ground; be aluminum or steel; have the same color and design characteristics as neighboring support structures; and, when constructed as a light pole, must match adjacent city lighting standards and contain an LED fixture.

- Antennas must be top-mounted and concealed to the extent feasible.

- Ground-mounted equipment must be installed below grade or concealed in a ground-mounted cabinet when necessary. Cabinets must be the same color as similar cabinets or ground-mounted structures and may not interfere with pedestrian, bicycle or vehicular traffic or otherwise create a safety hazard.

- The wireless facilities may not include lights or lighting except as required by Federal Aviation Administration or Federal Communication Commission regulations.

- Support structures must comply with location criteria, which includes spacing requirements and a prohibition on obstructing access to specified types of public or private infrastructure, including fire hydrants, traffic control lights, street lights and others.

A resident comment regarding small wireless facilities is attached for council information. The concern raised by the resident is currently beyond the city’s authority to address, in light of state law and federal regulatory provisions.

Recommendation

Adopt the ordinance.

Submitted through:
Geralyn Barone, City Manager
Will Manchester, P.E., Director of Engineering
Meeting of Apr. 15, 2019
Subject: Ordinance relating to small wireless facilities

Originated by:
Corrine Heine, City Attorney
Ordinance No. 2019-___

An Ordinance amending Section 1120 of the Minnetonka City Code, relating to small wireless facilities; amending Section 1120.062; adding a new Section 1120.063

The City of Minnetonka Ordains:

Section 1. Subdivision 4 of Section 1120.062 of the Minnetonka City Code is amended to read as follows:

4. Small wireless facility conditions. In addition to conditions imposed under section 1120.060, subdivision 2, and 1120.063, the erection or installation of a wireless support structure, the collocation of a small wireless facility, or other installation of a small wireless facility in the right-of-way is subject to the following conditions:

a. A small wireless facility must be collocated on the particular wireless support structure, under the attachment specifications and at the height as indicated in the applicable permit application.

b. Small wireless facilities must comply with applicable provisions of section 300 of this code, including, but not limited to, separate requirements.

c. No new wireless support structure installed within the right-of-way may exceed 50 feet in height without the city's written authorization, provided that the city may impose a lower height limit in the applicable permit to protect the public health, safety and welfare or to protect the right-of-way and its current use, and further provided that a registrant may replace an existing wireless support structure that exceeds 50 feet in height with a structure of the same height subject to such conditions or requirements as may be imposed in the applicable permit.

d. No wireless facility may extend more than 10 feet above its wireless support structure.

e. Where an applicant proposes collocation on a decorative wireless support structure, sign or other structure not intended to support small wireless facilities, the city may impose reasonable requirements to accommodate the particular design, appearance or intended purpose of the structure.

f. Where an applicant proposes to replace a wireless support structure, the city may impose reasonable restocking, replacement, or relocation requirements on the replacement of the structure.

Section 2. Section 1120 of the Minnetonka City Code is amended by adding a new section
1120.063 as follows:

Section 1120.063 Wireless Aesthetic Standards

1. Findings.

The City of Minnetonka desires the most advanced and highest quality wireless services available. The city also wishes to minimize the negative impacts associated with wireless facility deployments including small wireless facilities. Such negative impacts may include interference with right-of-way sight lines, aesthetic impacts that are inconsistent with the surrounding area, fall zone and clear zone risks, navigation obstacles, interference with future right of way or transportation improvement plans, interference with the installation or maintenance of public utilities, and increased visual or noise pollution.

The aesthetic standards and requirements in this section are intended to maintain the city’s environment while also allowing for the availability of wireless services, including broadband and “5G” services, using small wireless facilities. These standards are intended to establish clear and consistent aesthetic standards for wireless facility placements in public city right of way and to establish a streamlined review and approval process. In addition, these standards seek to minimize unnecessary placement of new wireless support structures in public right of way by encouraging collocation of wireless facilities with other wireless facilities and utilities.

2. Applicability of aesthetic standards. These standards apply to all right-of-way permit applications for placement of wireless facilities on city-owned and non-city-owned wireless support structures or utility poles, and the placement or replacement of wireless support structures in the public right-of-way. Compliance with these standards is a requirement for, and condition of, issuance of a right-of-way permit for a wireless facility. Any installation that does not conform to these standards will be in violation of the associated permit and the city’s right-of-way ordinance.

3. Additional requirements. In addition to the following standards, the placement of new support structures for wireless facilities shall be subject to any conditions specified in the right-of-way permit.

4. Aesthetic design standards. The city desires to promote aesthetically acceptable and area conforming wireless facilities using the smallest and least intrusive means available to provide wireless services to the community. All wireless facilities and wireless support structures in the public right-of-way must comply with all applicable provisions in this section.
a. Wireless support structures: All city or privately owned wireless support structures placed within the city shall be of a fully enclosed design such that the maximum amount of facilities, including any wiring, are concealed inside the structure or below ground. All wireless support structures, whether existing, new or replacement wireless support structures, must:

1) be constructed of aluminum or steel;

2) be the same color as neighboring, similar support structures and of the same design characteristics;

3) where constructed as a light pole, luminaire(s) and luminaire arm(s) must match adjacent city lighting standard and must contain an LED fixture in accordance with city specifications.

b. Antennas: Antennas must be top-mounted and concealed within a radome (a structural, weatherproof enclosure that protects an antenna and is constructed of material that minimally attenuates the signal transmitted/received by such antenna) or otherwise concealed to the extent feasible. Cable connections, antenna mounts and other hardware must also be concealed. The radome or other concealment must be non-reflective and painted or otherwise colored to match the wireless support structure.

c. Collocation: Collocations between wireless service providers and with other utilities on the same support structure is required wherever feasible. If an applicant proposes to not collocate in areas where collocation options are or appear to be available, the applicant must document that collocation is infeasible.

d. Concealment: Concealment elements must be incorporated into the proposed design of the small wireless facility installation, and must include approved camouflaging or shrouding techniques.

e. Ground-mounted equipment: Ground-mounted equipment must be installed below grade or, if technically necessary, concealed in a ground-mounted cabinet. In addition to any applicable requirements in this code, ground-mounted cabinets must

1) be installed flush to the ground;

2) be the same color as neighboring, similar support cabinets or other ground-mounted structures;
3) not interfere in any way with the flow of pedestrian, bicycle or vehicular traffic when the cabinets adjoin sidewalks, trails, or other similar passageways.

4) conform to the American's with Disabilities Act (ADA) including with respect to appropriate sidewalk spacing; and

5) not create a safety hazard.

f. Lights. Unless otherwise required for compliance with Federal Aviation Administration or Federal Communication Commission regulations, wireless facilities shall not include any lights or lighting. This subsection does not prohibit installations on streetlights or the installation of luminaires or additional street lighting on new support structures if and where required by the city. All wireless support structures must be capable of accommodating street lighting to facilitate future street lighting as may be determined by the city.

g. Location criteria for new or replacement wireless support structures.

1) New support structures: Any new wireless support structures must be placed:

   a) a minimum of two lot lines, or approximately 200 feet, whichever is greater, from any existing wireless support structure or utility pole on the same side of the street or right-of-way, and one lot line or approximately 100 feet, whichever is greater when on the opposite sides of the street or right-of-way.

   b) at a distance which is the same as the prevailing separation distance among existing wireless support structures and poles in the surrounding vicinity as agreed upon by the applicant and City, or determined by the City where agreement cannot be reached;

   c) as functional streetlights as the City may require, in its reasonable discretion;

   d) in alignment with existing trees, wireless support structures, utility poles, and streetlights;

   e) an equal distance between trees when possible, with a minimum of 15 feet of separation such that no proposed
disturbance shall occur within the critical root zone of any tree;

f) with appropriate clearance from existing utilities;

g) outside of a 20-foot equipment clear zone (for base cabinets less than 18 inches in diameter) or 30-foot clear sight triangle (for base cabinets equal to or greater than 18-inches in diameter) at intersection corners;

h) so as not to be located along the frontage of a Historic building, deemed historic on a federal, state, or local level;

i) so as not to significantly create a new obstruction to property sight lines;

j) at shared property lines if feasible;

k) not within 50 feet of the apron of a fire station or other emergency service responder facility.

2) Replacement of city-owned support structures: Any replaced wireless support structures shall remain in their existing location unless otherwise permitted by the city. Replacement pole height shall not exceed 50 feet, or the height of the existing utility pole or wireless support structure, whichever is greater.

3) Obstructions: Any new wireless support structure or other facilities associated with a new or existing wireless support structure must not obstruct access to:

a) any existing above-ground or underground right-of-way user facilities, or public facilities;

b) any public infrastructure for traffic control, streetlight or public transportation purposes, including without limitation any curb control sign, parking meter, vehicular traffic sign or signal, pedestrian traffic sign or signal, barricade reflectors;

c) any public transportation vehicles, shelters, street furniture or other improvements at any public transportation stop (including, without limitation, bus stops, streetcar stops, and bike share stations);

d) fire hydrants;
Section 3. A violation of this ordinance is subject to the penalties and provisions of Chapter XIII of the city code.

Section 4. 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, Acting 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, Acting City Clerk
Thank you Carol, I will pass along to the city council and staff that working on the ordinance.

Julie

Julie Wischnack, AICP | Community Development Director
City of Minnetonka | eminnetonka.com
14600 Minnetonka Blvd. | Minnetonka, MN 55345
Office: 952-939-8282 | Cell: 612-221-9530

From: Carol Schwarzkopf <carol.schwarzkopf@eminnetonka.com>
Sent: Wednesday, April 3, 2019 5:38 PM
To: Julie Wischnack <jwischnack@eminnetonka.com>
Subject: Ordinance relating to small wireless facilities in public right of way

Dear Julie,

As promised, I am reaching out to voice concern over an item I saw on the City Council agenda on April 1, 2019. The ordinance relating to small wireless facilities in public right of way has me concerned for several reasons which I hope to share with you here. I would appreciate you passing this on to council members for their review and to keep me informed of next steps.

I understand that the city’s hands are tied by the FCC with regard to the rollout of 5G unfortunately, however I want to shine a light on some information that questions whether or not the 5G antennae are completely harmless, particularly to children and the vulnerable.

I have been following the issue of electro pollution for over a year after it came to my attention that a large group of scientists are concerned over 5G expansion. Their website and concerns are here: https://www.emfscientist.org They state: "The International EMF Scientist Appeal serves as a credible and influential voice from EMF (electromagnetic field) scientists who are urgently calling upon the United Nations and its sub-organizations, the WHO and UNEP, and all U.N. Member States, for greater health protection on EMF exposure.”

Here is more peer reviewed research on wi-fi radiation and
health: https://ehtrust.org/science/peer-reviewed-research-studies-on-wi-fi/

A UN staff member questions 5G: http://www.greenmedinfo.com/blog/un-staff-member-5g-war-humanity

The truth is, we have never lived with 5G technology and health wise, we are in uncharted territory. The technology was tested in the 1950s and these studies on both animals and humans are available. I can offer you several more concerning articles and instances that the placement of these antenna should be thoughtfully considered and should you have the power, careful consideration should be exercised.

Here’s a pubmed article on neuropsychiatric issues and depression - Microwave frequency electromagnetic fields (EMFs) produce widespread neuropsychiatric effects including depression. https://www.ncbi.nlm.nih.gov/pubmed/26300312?

Very recently, in Brussels, the city halted 5G: http://www.brusselstimes.com/brussels/14753/radiation-concerns-halt-brussels-5g-for-now


This article, The Dangers of 5G to Children’s Health, published by Robert F. Kennedy Jr's organization, Children's Health Defense (formerly World Mercury Project) is particularly disturbing.

The issue is far more than simply an aesthetic placement of these towers and I urge you, at the very least, to consider an attempt to keep this wireless electro pollution away from school yards, assisted living facilities, and daycare centers. In many of these locations, the simple fix in to wire the technology and not depend on wireless technologies.

Electro pollution currently goes largely unnoticed but there are many canaries in the coal mines- sensitive people who are already suffering. We will hear more about this issue in our lifetimes. I urge you to take notice, in spite of the courage required to look more closely at these difficult issues.

Most Sincerely,
Carol Schwarzkopf
16121 Rosemary Lane
Wayzata (really, I’ve in Minnetonka) MN
City Council Agenda Item #12A
Meeting of April 15, 2019

Brief Description
Ordinance amending various sections of the city code regarding changes in fees

Recommendation
Introduce the ordinance

Background
The ordinance changes are proposed to clarify the city’s investigation and the penalty for projects that fail to obtain a permit prior to construction work. The city investigates a number of these issues every year, and the proposed changes make the procedures clearer.

Amendments
Below is a summary of the proposed ordinance changes:

- Amends the sections that relate to building, electrical, plumbing, and mechanical permits by referring to section 715.030 of the city code – an existing section that addresses the fee for work without a permit. The provision that allows the building official to waive the investigation fee in an emergency is removed from 505, 510 and 515 and added to 715.030.

- Amends 705.011 – an existing section that provides for a double fee for any license or permit, to clarify that section 705.011 does not apply to building, electrical, plumbing and mechanical permits.

- Amends 710 to reference the fees in 715.030

- Amends 715.030 to conform to state law by requiring a special investigation to be performed and setting an investigation fee.

Recommendation
Staff recommends the introduction of the ordinance. The city council should indicate if there are questions or additional information they require prior to final review of the ordinance changes.

Submitted through:
Geralyn Barone, City Manager

Originated by:
Julie Wischnack, AICP, Community Development Director
Corrine Heine, City Attorney
Ordinance No. 2019-

An Ordinance amending sections 500.010, 505.020, 510.020, 515.020, 705.11, 710.005, para. nos. 5, and 7, and section 715.030 of the Minnetonka City Code; relating to work performed without a required permit or license

The City of Minnetonka Ordains:

Section 1. Section 500.010, subdivision 1 of the Minnetonka City Code, relating to building permits, is amended to read as follows:

1. In General. Permits, inspections, and collection of fees will be as provided in sections 710 and section 715 of this code and chapter 1 of the international building code that is adopted as part of the state building code, except that the city may reduce or waive fees for construction that meets the city's affordable housing goals. Permit fees will be established by the city using the current building valuation data provided by the building codes and standards division of the Minnesota department of administration.

Section 2. Section 505.020, subdivision 3 of the Minnetonka City Code, relating to electrical permits, is amended to read as follows:

3. A permit must be obtained before work begins. A person, firm or corporation that begins work specified in paragraph 1 without obtaining the necessary permit is required to pay double the permit investigation fee specified in section 715.030 of this code and is subject to the penalty provisions of this code. The building official may waive this provision if the building official believes that the work was required by an emergency.

Section 3. Section 510.020, subdivision 3 of the Minnetonka City Code, relating to plumbing permits, is amended to read as follows:

3. A permit must be obtained before work begins. A person, firm or corporation that begins work specified in paragraph 1 without obtaining the necessary permit is required to pay double the investigation permit fee specified in section 715.030 of this code and is subject to the penalty provisions of this code. The building official may waive this provision if the building official believes that the work was required by an emergency.

Section 4. Section 515.020, subdivision 3 of the Minnetonka City Code, relating to mechanical permits, is amended to read as follows:

3. A permit must be obtained before the work begins. A person, firm or corporation that begins work specified in paragraph 1 without obtaining the necessary permit is required to pay double the investigation permit fee specified in section 715.030 of this code and is subject to the penalty provisions of this code. The building official may waive this provision if the building official believes that the work was required by an emergency.
The stricken language is deleted; the underlined language is inserted.

official may waive this provision if the building official believes that the work was required by an emergency.

Section 5. Section 705.011 of the Minnetonka City Code is amended to read as follows:

705.011. -Fee for Work Without License or Permit.
A person, firm or corporation that begins work without obtaining the necessary license or permit is required to pay double the fee specified in section chapter 710 and is subject to the penalty provisions of this code. The enforcement officer responsible for enforcing the applicable code provision may waive this requirement if the enforcement officer believes that the work was required by an emergency. This section does not apply to permits issued under sections 500, 505, 510, or 515 of this code.

Section 6. Section 710.005, para. 5 of the Minnetonka City Code is amended to read as follows:

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<th>description</th>
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<th>code section</th>
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<td>total valuation fee</td>
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<td>$100,001 to $500,000</td>
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- **plan review fee**: 65% of building permit fee  
  - Code: 715.015
- **re-inspection fee**: $77.00  
  - Code: 715.020
- **additional plan review required due to applicant changes/additions**: $52.00/hour  
  - Code: 715.025
- **Investigation fee for work without permit**: equal to permit fee  
  - Code: 715.030
- **Raze or demolish building permit**: $52.00  
  - Code: 500.030

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Section 7. Section 710.005, para. 7 of the Minnetonka City Code is amended to read as follows:

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<tr>
<th>para. no.</th>
<th>description</th>
<th>amount</th>
<th>code section</th>
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<td>plan review fee</td>
<td>65% of building permit fee</td>
<td>715.015</td>
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<tr>
<td></td>
<td>re-inspection fee</td>
<td>$77.00</td>
<td>715.020</td>
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<td></td>
<td>additional plan review required due to applicant changes/additions</td>
<td>$52.00/hour</td>
<td>715.025</td>
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<tr>
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<td>renewal fee</td>
<td>50% of original fee</td>
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<tr>
<td></td>
<td>Investigation fee for work without permit</td>
<td>equal to permit fee</td>
<td>715.030</td>
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<td>Raze or demolish building permit</td>
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<td>500.030</td>
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The stricken language is deleted; the underlined language is inserted.
7. Electrical, fire, gas piping, mechanical, plumbing or sewer/water permit

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<th>percent of contract price</th>
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<td>minimum: $50.00</td>
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<td>$1,301 to $5,000</td>
<td>$50.00 plus 2.98% of amount over $1,300</td>
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<td>$5,001 to $10,000</td>
<td>$162.00 plus 2.70% of amount over $5,000</td>
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<tr>
<td>$25,001 to $50,000</td>
<td>$651.00 plus 2.14% of amount over $25,000</td>
</tr>
<tr>
<td>$50,001 and up</td>
<td>$1,186.50 plus 1.80% of amount over $50,000</td>
</tr>
</tbody>
</table>

in addition, the following flat-rate fees are charged:

- plan review: 15% of permit fee only if valuation is over $30,000
- re-inspection fee: $77.00
- investigation fee for work without permit: equal to permit fee

Section 8. Section 715.030 of the Minnetonka City Code is amended to read as follows:

715.030. **Work Without A Permit; Investigation FeeLate Payment of Fees.**
When work requiring a building or construction permit under sections 500, 505, 510 or 515 of this code is started before obtaining the permit, a special investigation shall be made before a permit may be issued for the work. An investigation fee, as authorized by

The stricken language is deleted; the underlined language is inserted.
the state building code, part 1300.0160, Subp. 8, must be paid, and is required in addition to the required permit fee will be doubled. The investigation fee shall be equal to the permit fee. The payment of the investigation double fee does not relieve any person from fully complying with the code requirements in executing the work or from any other applicable penalties. The building official may waive this provision if the building official believes that the work was required by an emergency.

Section 9. A violation of this ordinance is subject to the penalties and provisions of Chapter XIII of the city code.

Section 10. 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, Acting 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, Acting City Clerk
City Council Agenda Item #13A  
Meeting of April 15, 2019

**Brief Description**  
On-sale liquor license for MTKA Pizza, LLC (DBA Station Pizzeria), at 13008 Minnetonka Boulevard

**Recommendation**  
Continue the public hearing and grant the license

**Background**

The city has received an application from MTKA Pizza, LLC (DBA Station Pizzeria) for a change in ownership regarding their liquor license for use at 13008 Minnetonka Boulevard. The change in ownership, which requires a new license, is contingent upon approval of the license by the city council.

**Business Ownership**

MTKA Pizza, LLC was initially owned by Clark Gassen, Ryan Burnet, and David Ellis. Station Pizzeria has been a business at this location since 2016. The city received an application for a new liquor license due to a new management agreement. A new owner, Jake Schaffer has replaced Ryan Burnet and David Ellis. Station Pizza also hired a new general manager, Benjamin Morrill.

**Neighborhood Feedback**

The city has not received any comments regarding the proposed liquor license.

**Applicant Information**

Application information and license fees have been submitted. The police department’s investigative report is complete and will be forwarded to the council prior to the continued public hearing. Staff has no concerns with the applicants.

**Recommendation**

Staff recommends that the city council continue the public hearing from March 18, 2019 and grant the license.

Submitted through:

Geralyn Barone, City Manager
Julie Wischnack, AICP, Community Development Director

Originated by:

Fiona Golden, Community Development Coordinator
Project: Station Pizzaeria
Address: 13008 Minnetonka Blvd

Location Map

This map is for illustrative purposes only.
MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is made and entered into effective as of the 13th day of December, 2018 (the "Effective Date") by and among MTKA Pizza, LLC, a Minnesota limited liability company (the "Company"), David Ellis, a Minnesota resident ("Ellis"), Jake Schaffer, a Minnesota resident ("Schaffer"), Ryan Burnet, a Minnesota resident ("Burnet") and Benji Morrill, a Minnesota resident ("Morrill").

WHEREAS, the Company has and holds an On-Sale Liquor License issued by the City of Minnetonka (the "City") for those certain premises located at 13008 Minnetonka Boulevard, Minnetonka, Minnesota, for the business purpose of operating a pizza restaurant known as "Station Pizzeria" (the "Business"), with Ellis designated as the Company’s General Manager, and Burnet designated as the Company’s Primary Officer for purpose of such license; and

WHEREAS, the Company and Ellis have entered into a Membership Interest Redemption Acknowledgment dated effective as of February 5, 2018, whereby the Company redeemed Ellis’s membership interest of the Company, and the Company and Burnet have entered into a Membership Interest Redemption Agreement dated effective as of December 22, 2018, whereby the Company is redeeming Burnet’s membership interest of the Company; and

WHEREAS, the Company is in the process of securing, but has not obtained the necessary liquor license (by transfer of existing license or issuance of new license) from the City of Minnetonka, Minnesota with designation of the Company’s new Primary Officer, Schaffer, and the Company’s new General Manager, Morrill, to be used in the operation of the Business (the "License"); and

WHEREAS, Ellis and Burnet are willing to maintain limited control of the Business after the Effective Date, according to the terms and conditions of this Management Agreement, to ensure compliance with licensure requirements of the City of Minnetonka, Minnesota; and

WHEREAS, the parties wish to reduce their agreement to writing pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the following, the receipt and sufficiency of which is hereby fully acknowledged, the following is agreed to by the parties:

1. The above recitals are true and correct, and hereby incorporated into this Agreement.

2. Notwithstanding the execution of any other documents by and between the parties as of the date hereof, this Agreement shall govern the relationship between the parties during its term. The term of this Agreement shall commence upon the Effective Date and shall continue until the Company or its nominee has obtained the License.

3. Commencing on the Effective Date, the Company shall use best efforts to obtain the License.
4. During the term of this Management Agreement, Ellis and Burnet shall maintain a limited management role for the Business while Morrill and Schaffer operate the Business in its normal course; Morrill and Schaffer shall cause the Company to collect Business revenues, pay Business expenses and retain Business profits during the term hereof.

5. The Company shall indemnify and hold Ellis and Burnet harmless from any and all claims arising out of its operation of the Business during the term of this Agreement, and the Company’s obligation to indemnify and hold Ellis and Burnet harmless shall continue following the term of this Agreement for any and all claims against Ellis and Burnet. This provision shall survive the termination of this Agreement.

6. The Company shall name Ellis and Burnet as an additional insured under any liquor liability insurance obtained by the Company or its nominees until the Company procures the License.

7. Ellis and Burnet shall remain on the existing license from the City of Minnetonka, Minnesota used in operating the Business until the Company obtains the License.

8. In the event that a party is required to pursue enforcement of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys’ fees and costs incurred to enforce the same.

9. This Agreement contains the entire agreement between the parties hereto regarding the circumstances herein described, and shall be binding upon any successors or assigns. Any modifications of this Agreement must be in a writing signed by both parties. Notwithstanding any contrary terms in documents signed by the parties on this date, the language in this Agreement shall control and supersede any such document.

[Remainder of this page intentionally blank; signature page follows.]
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by a duly authorized person or officer on the day and year set forth below.

MTKA Pizza, LLC,
a Minnesota limited liability company

Dated: December 13, 2018
By: Clark Gassen
Its: Manager

Dated: December ___, 2018
David Ellis

Dated: December 13, 2018
Ryan Burnet

Dated: December 13, 2018
Jake Schaffer

Dated: December 17, 2018
Benji Morrill
**TAP BEER**

Coors Light  5  
Golden, CO, Pale Lager, 4.2%

Fulton Lonely Blonde  6  
Minneapolis, MN American Blonde Ale  4.8%

LTD Brewing CO - see specials board  
Hopkins, MN

Surly Furious  6  
Minneapolis, MN, India Pale Ale, 6.6%

Lagunitas Pils  6  
Petaluma, CA, Czech Pilsener, 6.2%

Unmapped Topo Wit  6  
Minnetonka, MN Belgian White, 5.4%

**BOTTLED BEER**

White Claw Hard Seltzer  6  
Black Cherry, Ruby Grapefruit, Raspberry, Lime, 5.0%

Seattle Cider Semi-Sweet  7  
Seattle, WA, Hard Cider 6.5%

Bauhaus Wonderstuff  5.5  
Minneapolis, MN, Czech Pilsner, 5.4%

Hamms  3.5  
Milwaukee, WI, American Lager, 4.7%

Surly Citra  5.5  
Minneapolis, MN, Pale Ale, 4.5%

Toppling Goliath PseudoSue,  6.5  
Decorah, IA, American Pale Ale, 6.2%

Bell’s Two Hearted IPA  6  
Kalamazoo, MI, American IPA, 7.0%

Bent Paddle Cold Press  6  
Duluth, MN, American Black Ale, 6.0%

Left Hand Milk Stout Nitro  6.5  
Longmont, CO, Stout, 6.0%

Central Waters Mudpuppy  6  
Amherst, WI, American Porter, 5.5%

St. Pauli NA  5  
Bremen, Germany, 0.5%

**WINE**

**SPARKLING & ROSÉ**

Tiamo Prosecco, Veneto, Italy mini  11

Mas Fi Brut Cava, Penedes, Spain  7 / 26

Mas Fi Rosé Cava, Penedès, Spain  9 / 34

Penya Rose, Cotes Catalanes, France  8 / 30

**WHITE**

La Fiera Pinot Grigio, Veneto, Italy  6 / 24

Château Guilhem Chardonnay, Malepere, France  8 / 30

Lone Birch Reisling, Yakima Valley, Washington  8 / 30

Verus Sauvignon Blanc, Ormoz, Podravje, Slovenia  11 / 42

**RED**

La Fiera Montepulciano, Veneto, Italy  6 / 24

Olcaviana Cabernet Sauvignon, Castilla, Spain  8 / 30

Donna Laura Sangiovese, Toscana, Italy  8 / 30

Sallier de La Tour Syrah, Sicily, Italy  8 / 30

Cantine San Silvestro, “Ottone I” Barbera  9 / 34

Piedmont, Italy

MWC Victoria Pinot Noir, Victoria Australia  10 / 38

Zuccardi Malbec, Mendoza Argentina  10 / 38

**FROSÉ, FIZZ & SANGRIA**

Mimosa  7

Frosé  8

P.A. & Co. Red Sangria  8
City Council Agenda Item #15A  
Meeting of April 15, 2019

**Brief Description:** Appointment of representatives to various advisory boards, commissions and committees

**Recommended Action:** Approve the appointment

**Background**

Each year the council is required to approve the appointments of the representatives to various outside boards, commissions and committees. These appointments are indicated on the attached listing by a single asterisk next to the committee name. The appointments that are not made on an annual basis are indicated by a single spade next to the committee name.

Also on the roster is a listing of the various city advisory groups, outside agency boards, commissions and committees for which council members, city staff, and others serve as City of Minnetonka representatives. These representatives have been appointed by other agencies, and formal city council approval is not necessary. This list is updated and presented to the council on an annual basis.

**Recommendation**

Approve the following appointment:

- Susan Carter as the Minnetonka City Council representative to the Tonka CARES board of directors.

Submitted through:
  Brad Wiersum, Mayor  
  Geralyn Barone, City Manager

Originated by:
  McKaia Ryberg, Assistant to the City Manager
## CITY ASSOCIATIONS

<table>
<thead>
<tr>
<th>Committee</th>
<th>Council Representative</th>
<th>Staff Participant/Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>LMC Improving Fiscal Futures Committee</td>
<td>Brad Wiersum</td>
<td>*<em>Geralyn Barone, <em>Merrill King</em></em></td>
</tr>
<tr>
<td>LMC Improving Service Delivery Committee</td>
<td>Deb Calvert</td>
<td>None</td>
</tr>
<tr>
<td>LMC HR &amp; Data Practices Committee</td>
<td>None</td>
<td>*<em>Corrine Heine; <em>Jason Branstrom</em></em></td>
</tr>
<tr>
<td>LMC Board</td>
<td>Brad Wiersum</td>
<td>None</td>
</tr>
<tr>
<td><em>Metro Cities Legislative Contact</em></td>
<td>Brad Wiersum</td>
<td><strong>Geralyn Barone</strong></td>
</tr>
<tr>
<td>Metro Cities Municipal Revenue &amp; Tax Committee</td>
<td>None</td>
<td>Merrill King</td>
</tr>
<tr>
<td>Metro Cities Metropolitan Agencies Committee</td>
<td>Deb Calvert</td>
<td>None</td>
</tr>
<tr>
<td>Metro Cities Transportation &amp; Gen. Gov’t Committee</td>
<td>None</td>
<td>Geralyn Barone</td>
</tr>
<tr>
<td>Metro Cities Housing &amp; Econ. Develop. Committee</td>
<td>Rebecca Schack</td>
<td>Julie Wischnack</td>
</tr>
<tr>
<td><em>MLC Board of Directors</em></td>
<td>Brad Wiersum</td>
<td><strong>Geralyn Barone</strong></td>
</tr>
<tr>
<td>NLC Energy, Environment, &amp; Natural Resources Steering Committee</td>
<td>Deb Calvert</td>
<td>None</td>
</tr>
</tbody>
</table>

## REGIONAL ORGANIZATIONS

<table>
<thead>
<tr>
<th>Committee</th>
<th>Council Representative</th>
<th>Staff Participant/Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>●Bassett Creek Watershed Mgmt. Commission</td>
<td><em>Mike Fruen &amp; Bill Monk</em></td>
<td>Will Manchester</td>
</tr>
<tr>
<td>SW LRT Comm. Works Steering Committee</td>
<td>Vacant &amp; <em>Brad Wiersum</em></td>
<td><strong>Julie Wischnack</strong></td>
</tr>
<tr>
<td>SW LRT Mgmt Committee</td>
<td>Brad Wiersum &amp; <em>Vacant</em></td>
<td>Julie Wischnack</td>
</tr>
<tr>
<td>SW LRT Executive Change Control Board</td>
<td>Brad Wiersum</td>
<td>Julie Wischnack</td>
</tr>
<tr>
<td>SW LRT Community Advisory Committee</td>
<td>Brian Kirk &amp; Shriajoy Abry</td>
<td>None</td>
</tr>
<tr>
<td>Southwest LRT Business Advisory Committee</td>
<td>Dave Pellner &amp; Dan Duffy (Twinwest)</td>
<td>None</td>
</tr>
<tr>
<td><em>I-494 Joint Powers Organization</em></td>
<td>Rebecca Schack &amp; *Brad Wiersum</td>
<td><strong>Julie Wischnack</strong></td>
</tr>
<tr>
<td>Lake Minnetonka Area Mayors Group</td>
<td>Brad Wiersum</td>
<td>Geralyn Barone</td>
</tr>
<tr>
<td><em>Lake Minnetonka Conservation District</em></td>
<td>Nicole Stone</td>
<td>Geralyn Barone</td>
</tr>
<tr>
<td>Minnehaha Creek Watershed District</td>
<td>Bill Becker; <em>Vacant</em></td>
<td>Will Manchester</td>
</tr>
<tr>
<td>Nine Mile Creek Watershed District</td>
<td>Grace Sheely</td>
<td>Will Manchester</td>
</tr>
<tr>
<td>Regional Council of Mayors</td>
<td>Brad Wiersum</td>
<td>Geralyn Barone</td>
</tr>
<tr>
<td>Riley/Purgatory Creek Watershed District</td>
<td>None</td>
<td>Will Manchester</td>
</tr>
<tr>
<td><em>Southwest Suburban Cable Commission</em></td>
<td>Deb Calvert &amp; *Robert Ellingson</td>
<td><strong>Patty Latham</strong></td>
</tr>
<tr>
<td><em>Suburban Rate Authority</em></td>
<td>None</td>
<td>*<em>Will Manchester; <em>Perry Vetter</em></em></td>
</tr>
<tr>
<td>Active Living Hennepin Communities</td>
<td>None</td>
<td><strong>Kelly O’Dea</strong></td>
</tr>
</tbody>
</table>

## MINNETONKA AREA ORGANIZATIONS

<table>
<thead>
<tr>
<th>Committee</th>
<th>Council Representative</th>
<th>Staff Participant/Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Bennett Family Park Board</em></td>
<td>None</td>
<td><strong>Darin Ellingson</strong></td>
</tr>
<tr>
<td>Caring Youth Awards Committee</td>
<td>*<em>Brad Wiersum &amp; <em>Deb Calvert</em></em></td>
<td>Kari Spreeman</td>
</tr>
<tr>
<td>Charter Commission</td>
<td>Brad Wiersum</td>
<td>*Corrine Heine</td>
</tr>
<tr>
<td>●Economic Development Advisory Comm (EDAC)</td>
<td>Deb Calvert &amp; *Tim Bergstedt</td>
<td>*Alisha Gray; <strong>Julie Wischnack</strong></td>
</tr>
<tr>
<td>Glen Lake Golf Course Operating Committee</td>
<td>None</td>
<td><strong>Kelly O’Dea</strong></td>
</tr>
<tr>
<td>Hopkins SD Schools/Cities</td>
<td>Brad Wiersum</td>
<td>Geralyn Barone</td>
</tr>
<tr>
<td>Hopkins SD Hopkins One Voice</td>
<td>None</td>
<td>Andy Gardner</td>
</tr>
<tr>
<td>Hopkins Schools &amp; Communities in Partnership</td>
<td>Rebecca Schack</td>
<td>Alisha Gray</td>
</tr>
<tr>
<td>Hopkins Community Ed Advisory Council</td>
<td>None</td>
<td>Kelly O’Dea</td>
</tr>
<tr>
<td>Juvenile Diversion (Northern Star Council)</td>
<td>None</td>
<td>Scott Boerboom</td>
</tr>
<tr>
<td>Minnetonka Family Collaborative (SD #276)</td>
<td>Deb Calvert</td>
<td>Alisha Gray</td>
</tr>
<tr>
<td>Minnetonka Fire Fighters Relief Association</td>
<td>Brad Wiersum</td>
<td>John Vance &amp; Merrill King</td>
</tr>
<tr>
<td><em>Minnetonka SD Community Ed Advisory Council</em></td>
<td>None</td>
<td>**Sara Woeste</td>
</tr>
<tr>
<td>Minnetonka SD Schools/Cities</td>
<td>Brad Wiersum</td>
<td>Geralyn Barone</td>
</tr>
<tr>
<td>Minnetonka SD Tonka Cares</td>
<td>Susan Carter</td>
<td>Vacant</td>
</tr>
<tr>
<td><em>Music Association of Minnetonka (MAM)</em></td>
<td>None</td>
<td><strong>Kelly O’Dea</strong></td>
</tr>
<tr>
<td>SW Twin Cities Beyond the Yellow Ribbon</td>
<td>None</td>
<td>Kari Spreeman</td>
</tr>
<tr>
<td><em>West Hennepin Affordable Housing Land Trust</em></td>
<td>Brad Wiersum</td>
<td>Julie Wischnack &amp; Alisha Gray</td>
</tr>
<tr>
<td><em>Wayzata Schools Cmty Collaboration Council</em></td>
<td>None</td>
<td><strong>Alisha Gray</strong></td>
</tr>
</tbody>
</table>