Agenda
Minnetonka City Council
Regular Meeting, Monday, January 28, 2019
6:30 p.m.
Council Chambers

1. Call to Order
2. Pledge of Allegiance
3. Roll Call: Schack-Calvert-Bergstedt-Ellingson-Happe-Wiersum
4. Approval of Agenda
5. Approval of Minutes: None
6. Special Matters:
   A. Recognition of Park Board Members Madeline Seveland and Peggy Kvam
      Recommendation: Recognize Madeline Seveland and Peggy Kvam
7. Reports from City Manager & Council Members
   A. Reports from the city council
8. Citizens Wishing to Discuss Matters Not on the Agenda
9. Bids and Purchases:
   A. Bids for the 2019 Mill and Overlay Project
      Recommendation: Award the contract (4 votes)
10. Consent Agenda - Items Requiring a Majority Vote:
    A. Solar garden subscription agreement
       Recommendation: Approve the agreement
    B. 2019 Pay Equity Implementation Report
       Recommendation: Approve and authorize the submittal of the 2019 Pay Equity Implementation Report

Minnetonka City Council meetings are broadcast live on Comcast: channel 16 (SD), channel 859 (HD); CenturyLink Prism: 238 (SD), 1238 (HD).
Replays of this meeting can be seen during the following days and times: Mondays, 6:30 p.m., Wednesdays, 6:30 p.m., Fridays, 12 p.m., Saturdays, 12 p.m. The city’s website also offers video streaming of the council meeting.
For more information, please call 952.939.8200 or visit eminnetonka.com
C. Preliminary plat of INVERNESS ESTATES, a two-lot subdivision at 13321 Inverness Road

Recommendation: Adopt the resolution approving the preliminary plat

11. Consent Agenda - Items Requiring Five Votes: None

12. Introduction of Ordinances: None

13. Public Hearings:
   A. Waterstone Place Apartments vacation of easements
      Recommendation: Vacate the easements (4 votes)

14. Other Business:
   A. Metro Transit Service Update
      Recommendation: No votes, discussion only
   B. Resolution for the 2019 Ridgedale Drive Project
      Recommendation: Adopt the resolution
   C. Resolution for the Plymouth Road Trail Project
      Recommendation: Adopt the resolution (4 votes)
   D. Preliminary plat of WILLISTON HEIGHTS ADDITION, a four-lot subdivision at 4716 and 4724 Williston Rd. The proposed preliminary plat does not meet the tree ordinance for subdivision
      Recommendation: Adopt the resolution denying the plats (4 votes)
   E. Public Safety Facility
      Recommendation: Adopt the ordinance and resolution approving the project (4 votes)

15. Appointments and Reappointments:
   A. Appointments and Reappointments to Minnetonka Boards and Commissions
      Recommendation: Approve the recommended appointments and reappointments

16. Adjournment
City Council Agenda Item #6A
Meeting of Jan. 28, 2019

Brief Description: Recognition of Park Board Members Madeline Seveland and Peggy Kvam

Recommended Action: Recognize Madeline Seveland and Peggy Kvam

Background

Madeline and Peggy have been the pillars of the Minnetonka Park Board over the last six to eight years. Madeline finished serving her fourth term (maximum allowed) on the park board, which she started in January 2011 and Peggy has resigned her park board position after serving the city in this capacity since April of 2012.

During their tenure, Madeline and Peggy were instrumental in several significant park board accomplishments including:

- Established healthy food offerings policy for Joint Recreation programs and facilities
- Eliminated the outdated lottery system for Gray’s Bay Marina boat slip vacancies and established a new waiting list procedure
- Reviewed details of the Parks for Tomorrow program and recommended the city council adopt a resolution establishing donation levels
- Revised registration and attendance criteria for the summer playground program
- Completed the 2012 update of the Athletic Field Needs Study for city council review
- Approved the request for a new park in the Robinwood neighborhood to be constructed in 2020
- Received natural resource information pertaining to education and outreach efforts, toured the experimental goat grazing project and approved the Scenic Heights Elementary School Forest and Purgatory Park Restoration Partnership
- Recommended the mountain bike trail concept plan at Lone Lake Park to the city council
- Reviewed and approved changes to the city’s park regulations
- Implemented modifications to numerous programs and policies

Madeline and Peggy, on behalf of the city council, fellow park board members and the Minnetonka residents you represented over the years, thank you for your outstanding service to the city of Minnetonka.

Recommendation

Recognize Park Board Members Madeline Seveland and Peggy Kvam

Submitted through:
  Geralyn Barone, City Manager
  Perry Vetter, Assistant City Manager

Originated by:
  Kelly O’Dea, Recreation Director
City Council Agenda Item #7A
Meeting of Jan. 28, 2019

Brief Description: Reports from the city council

Recommended Action: Summarize the city manager’s performance evaluation

Summary

As part of the Jan. 14, 2019 work session, the city council went into closed session to review the performance of city manager Geralyn Barone. The council evaluated the city manager’s performance based on the city’s shared values and management competencies. Shared values has six components: Adaptable Learning and Innovation; Authentic Communication; Contagious Enthusiasm; Healthy Human Relationships; Outcome Focused Teamwork; and Shared Success. On all of those components, the council determined the manager consistently meets or exceeds expectations.

In the area of management competency the council rated Leadership, Management, Mayor and Council Support, Fiscal Management, Community Relations and Strategic Planning, and the council determined that the manager consistently meets or exceeds expectations in all of those areas.

The council approved 2019 performance goals in the area of Leadership, Management, Mayor and Council Support, Fiscal Management, Community Relations, Strategic Planning, Shared Values and Personal Development for Geralyn.

Respectfully submitted,

Brad Wiersum
Mayor
City Council Agenda Item #9A  
Meeting of Jan. 28, 2019

Brief Description: Bids for the 2019 Mill and Overlay Project

Recommended Action: Award the contract

Background

The 2019 Mill and Overlay Project consists of: Highland Road from Highway 7 to Excelsior Boulevard and Scenic Heights Drive from Excelsior Boulevard to Townline Road. These streets were identified for improvement through the city’s pavement management program. Analysis of these roads indicated that while the pavement surfaces need rehabilitation, the pavement structures are in good condition. A mill and overlay of these pavements was therefore the recommended rehabilitation strategy as it provides a cost effective way to improve the surface and extend the roadway life.

Bid Opening

Bids were opened for the project on Jan. 17, 2019. Four bids were received in response to the call for bids and the results are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valley Paving, Inc.</td>
<td>$682,900.00</td>
</tr>
<tr>
<td>GMH Asphalt Corporation</td>
<td>$711,783.18</td>
</tr>
<tr>
<td>Bituminous Roadways, Inc.</td>
<td>$717,398.60</td>
</tr>
<tr>
<td>Park Construction Company</td>
<td>$1,037,968.50</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$836,000.00</td>
</tr>
</tbody>
</table>

The low bidder, Valley Paving, Inc., has completed similar projects in Minnetonka.

Estimated Project Cost and Funding

<table>
<thead>
<tr>
<th></th>
<th>Budget Amount</th>
<th>Proposed Funding</th>
<th>Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Costs w/Contingencies</td>
<td></td>
<td></td>
<td>$770,000</td>
</tr>
<tr>
<td>Street Improvement Fund</td>
<td>$1,200,000</td>
<td>$695,000</td>
<td></td>
</tr>
<tr>
<td>Utility Fund</td>
<td>$100,000</td>
<td>$50,000</td>
<td></td>
</tr>
<tr>
<td>Storm Sewer Fund</td>
<td>$50,000</td>
<td>$25,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$1,350,000</strong></td>
<td><strong>$770,000</strong></td>
<td><strong>$770,000</strong></td>
</tr>
</tbody>
</table>

The total estimated cost for this project, including construction, engineering, and contingency is $770,000. The attached “2019 Street Rehabilitation Funding Summary” provides a recap of estimated costs and funding sources for all 2019 street projects. As can be seen on the table, all
costs for the 2019 Mill and Overlay project are estimated to be within budget for the various funding sources listed.

Schedule

If the recommended action is approved by council, construction is expected to begin mid-June and be completed by late-August to ensure there is no interference with the start of school. Delays may occur at times during this work, however these roadways are scheduled to remain open.

Recommendation

Award the contract for the 2019 Mill and Overlay Project No. 19407 to Valley Paving, Inc. in the amount of $682,900.00.

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

Originated by:
   Chris LaBounty, P.E., Engineering Project Manager
# 2019 Street Rehabilitation Funding Summary

<table>
<thead>
<tr>
<th>Funding Sources</th>
<th>Estimated Funding</th>
<th>Estimated Funding</th>
<th>Estimated Funding</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Improvement Fund - Local Street Rehab</td>
<td>$2,600,000</td>
<td>$695,000</td>
<td>$1,400,000</td>
<td>$505,000</td>
</tr>
<tr>
<td>Storm Sewer Fund</td>
<td>$100,000</td>
<td>$25,000</td>
<td>$50,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>Utility Fund</td>
<td>$150,000</td>
<td>$50,000</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>Electric Franchise Fund</td>
<td>-</td>
<td>$50,000</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td><strong>$2,850,000</strong></td>
<td><strong>$770,000</strong></td>
<td><strong>$1,500,000</strong></td>
<td><strong>$580,000</strong></td>
</tr>
</tbody>
</table>

¹ The 2019 Reconstruction Project is included on a separate CIP page.
Mill and Overlay

2019 Mill and Overlay Streets

This map is for illustrative purposes only.
Brief Description: Community solar garden subscription agreement with New Energy Equity, LLC

Recommended Action: Approve the agreement

Background

Since 2015, the city has actively sought opportunities to participate in Xcel Energy’s Solar* Rewards Community® program. Participation in the program supports renewable energy use and provides energy cost savings to the city. It also aligns with the city’s strategic goals of protecting and enhancing the natural environment and being a responsible steward of the city’s financial resources.

The city council has previously approved five subscription agreements with community solar garden operators, the last of which was approved in October 2018. To date, the subscription agreements have been made prior to the actual construction of solar gardens, and they have been contingent upon the operator’s ability to obtain local zoning approvals as well as other requirements. It should also be noted that a key restriction of the community solar garden program is that the solar garden must be sited in the same county where the subscriber is located or in an adjacent county. When a prospective solar garden site fails to receive zoning approvals or otherwise becomes unavailable, the operator may be unable to locate a replacement site in the geographic area that will accommodate the subscriber. As a result, there is intense competition for sites that can accommodate metro-area subscribers, including subscribers in Hennepin County.

Of the existing subscription agreements, two subscriptions have not materialized. The city’s consultant, Energy Management Systems, has obtained a proposed subscription agreement from New Energy Equity, LLC for six million kilowatt hours. The proposed new subscription not only replaces but exceeds the total kilowatt hours that were subscribed under the two lapsed subscriptions. The estimated savings over the 25-year term of the proposed new subscription is $1.05 million. Assuming that all subscribed solar gardens become operative, the city is estimated to realize significant savings in energy costs over the lives of the subscriptions.

By law, the city may subscribe to a maximum of 120% of its electricity needs. The proposed subscription moves the city closer to that maximum: including the new subscription, the city will be subscribed for a total of 16,682,000 kilowatt hours, which is 106.25% of the city’s 15,700,000 kilowatt-hour electricity needs. Minnetonka is one of the first cities in the state to meet that standard.

Recommendation

Approve the agreement, subject to the city manager’s and city attorney’s approval of the final language.
Submitted through:
   Geralyn Barone, City Manager
   Merrill King, Finance Director
   Brian Wagstrom, Director of Public Works

Originated by:
   Corrine Heine, City Attorney
SUBSCRIPTION AGREEMENT
FOR
SOLAR*REWARDS COMMUNITY PROJECT

This SUBSCRIPTION AGREEMENT FOR SOLAR*REWARDS COMMUNITY PROJECT ("Agreement") for participation in an approved Solar Rewards-Community Project of Northern States Power Company ("Utility") is entered into by and between NEW ENERGY EQUITY LLC, a Maryland limited liability company ("Operator") and the CITY OF MINNETONKA, MINNESOTA, a retail electric utility customer of the Utility ("Subscriber"), pursuant to Minnesota Statutes 216B.1641 and Section 9 - Cogeneration and Small Power Production of the Utility’s Minnesota Electric Rate Book ("Tariff"), each of which as may be amended or supplemented from time to time. Operator and Subscriber may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

Pursuant to the terms and conditions of this Agreement, and in consideration of the mutual benefits provided herein to the Parties, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

RECITALS

A. Operator intends to construct, own and operate certain solar energy facilities at multiple locations in the Utility’s Minnesota service territory (individually, a “Site” or collectively, “Sites”). Subscriber and Operator intend that a separate agreement will govern each Site and will enter into subsequent agreements as necessary to fulfill Six Million (6,000,000) kWh (DC) annually.

B. Operator intends to construct, own and operate certain solar energy facilities ("Project") at the Sites as outlined on Exhibit H attached hereto and made a part hereof.

C. Operator intends to apply for and seek approval for the Project to sell electricity and energy attributes to the Utility under the terms and conditions of the Utility’s Solar*Rewards Community program as set forth in the Tariff.

D. The Project will be interconnected with the electrical grid and Operator intends to sell all of its power production to the Utility pursuant to a standard Solar*Rewards Community Contract between Operator and Utility, a copy of which will be provided to Subscriber and shall be attached to this Agreement as Exhibit B ("Solar*Rewards Contract"). It is expressly understood by the Parties herein that this Agreement is subject to the terms and conditions of the Solar*Rewards Contract, and that Subscriber’s benefits under this Agreement may be further defined and possibly limited by the terms of said Solar*Rewards Contract, which terms and conditions are fully incorporated herein as if set forth here in full, and which terms may be from time to time amended or revised directly or as a result of statutory and/or regulatory changes.
E. Subscriber represents and warrants that it is a qualifying retail customer of Utility and desires to enter into this Agreement for the purposes of receiving monetary benefits from the Project, including receiving credits on Subscriber's monthly Utility bills ("Bill Credits") for Subscriber's Utility account ("Utility Account") in keeping with the Solar*Rewards Contract. Subscriber’s Utility account is located at 14600 Minnetonka Boulevard, Minnetonka, MN 55345 and has account number 51-6869491-9.

F. Capitalized terms used in this Agreement shall have the meanings set forth in Exhibit A, Definitions, or otherwise as specifically defined herein.

THE SUBSCRIPTION AGREEMENT

I. SUBSCRIPTION PURCHASE

1.1 Operator agrees to sell and Subscriber agrees to purchase a subscription to the Project that is intended to entitle Subscriber to receive Bill Credits on a monthly basis equivalent to Subscriber's share of the Project's monthly output, pursuant to the terms of the Tariff and for the term of this Agreement ("Subscription") in exchange for purchasing a percentage share of the Project's monthly output. The value of the Bill Credits shall be calculated under the Tariff, as amended from time to time, which calculations shall include the size of Subscriber's Subscription, the Project's monthly energy production, and the values set forth in the Tariff for Subscriber's value of solar rate ("VOS") and any renewable energy credits ("RECs") or other energy attributes ("Attributes") produced by the Project that are sold by Operator to the Utility.

1.2 The size of the Subscriber's Subscription shall be defined as a percentage of the Project's DC-rated nameplate capacity. Subscriber agrees to purchase a Subscription of no more than Six Million (6,000,000) kWh (DC) annually of that total nameplate capacity that, per the Tariff, shall not in any circumstances exceed forty percent (40%) of the monthly output from the Project.

1.3 As consideration for this Subscription Agreement, Subscriber agrees to pay Operator an amount equal to 40% of the monthly output from the Project (as and when the output is produced and Subscriber receives its corresponding Bill Credits) multiplied by the Energy Price in effect at the time of delivery as set forth in Article IX.

II. TERM AND TERMINATION

2.1 The term of this Agreement shall begin on the “Effective Date” as established and defined by the date of the last signatory below and shall expire on the same date as the expiration of the Solar*Rewards Contract referred to above ("Term"), unless terminated sooner by one or both Parties.
2.2 If the Date of Commercial Operation has not occurred within two (2) years of the Effective Date, then either Party may terminate this Agreement, without liability, upon providing notice to the other Party as provided in Section XVII below (“Notice”).

2.3 Operator may terminate this Agreement:

   a. Upon sixty (60) days prior Notice to Subscriber before the Date of Commercial Operation; or

   b. Upon Notice to Subscriber in the event the Solar*Rewards Contract is terminated for any reason other than as provided in Section 2.4(d) below; or

   c. Upon thirty (30) days prior Notice to Subscriber in the event of an uncured Event of Default by Subscriber.

2.4 Subscriber may terminate this Agreement, upon sixty (60) days prior Notice to Operator, if:

   a. Operator fails to achieve the Date of Commercial Operation within twenty-four (24) months of execution of this Agreement; or

   b. Operator fails to perform under this Agreement due to an event of Force Majeure materially affecting Subscriber’s Subscription which lasts more than twelve (12) months; or

   c. Upon thirty (30) days prior Notice to Operator in the event of an uncured Event of Default by Operator; or

   d. The Solar*Rewards Contract has been terminated due to a breach by Operator or Utility.

III. UTILITY AGREEMENT

3.1 Subject to the terms and conditions of the Solar*Rewards Contract, Operator will sell one hundred percent (100%) of the Project’s energy production to Utility.

3.2 The sale of energy to Utility shall begin on the Date of Commercial Operation and shall continue for the term of the Solar*Rewards Contract, which shall also correspond with the date the Subscriber’s bill credits begin to accrue.
3.3 Operator shall have sole responsibility for resolving any disputes with Utility regarding the amount of energy production from the Project and shall also have sole discretion over any such resolution.

3.4 Subscriber shall be solely responsible for resolving any disputes with Utility regarding the rate applied to energy production and the amount of the Bill Credits paid to Subscriber, as defined and governed by the Tariff. Any conflict between the terms of this Agreement and the Tariff shall be resolved in favor of the Tariff.

IV. GENERAL REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party:

4.1 If the Party is an entity, that it is duly organized, validly existing, and in good standing in the jurisdiction of its organization and is qualified to do business in the State of Minnesota.

4.2 That the Party has full legal capacity to enter into and perform this Agreement.

4.3 That the execution of this Agreement has been duly authorized and the person executing this Agreement on behalf of the Party has full authority to bind the Party.

4.4 To the best of its knowledge, there is no pending litigation, governmental action, proceeding, investigation or other legal process affecting or involving the Party’s ability to carry out its obligations under this Agreement.

V. OPERATOR REPRESENTATIONS AND OBLIGATIONS

5.1 Operator represents and warrants that it shall design, construct, own operate and maintain the Project consistent with prudent industry standards, codes and regulatory requirements and will use commercially reasonable efforts to maximize the energy production by the Project over the term of this Agreement.

5.2 Installation, operation, repairs and maintenance of the Project’s solar equipment shall be under the supervision of North American Board of Certified Energy Practitioners® (NABCEP®) certified professionals directly employed or working under the direction of Operator, and the Project’s interconnection with the electrical grid shall be undertaken by an electrical contractor licensed in the State of Minnesota directly employed or working under the direction of Operator.

5.3 Operator shall maintain the Project’s equipment and interconnection with the electrical grid consistent with industry standards and recommendations from equipment manufacturers.
5.4 Operator shall maintain or cause to be in effect insurance coverage for liability and casualty losses associated with design, construction, operation or maintenance of the Project with a company or companies licensed or otherwise authorized to do business in Minnesota, as required by the Tariff. Operator shall promptly produce evidence of such coverage to Subscriber upon request.

5.5 Operator shall provide timely notice of any unscheduled disruption in the Project’s energy production to Subscriber with an estimate of the duration of such disruption and any loss of energy production.

5.6 For purposes of questions, comments, complaints or other information regarding the Project, Subscriber may contact Operator as follows:

New Energy Equity LLC  
2530 Riva Road  
Suite 200  
Annapolis, Maryland 21401  
ATTN: General Counsel  
Office: (443) 267-5012

From time to time, Operator may designate another contact for the Project upon Notice to Subscriber.

VI. SUBSCRIBER REPRESENTATIONS AND OBLIGATIONS

6.1 Subscriber represents and warrants that it is a retail electrical customer of the Utility on the account described in Recital E above, meeting all the criteria necessary for a subscriber to a Solar*Rewards-Community Project.

6.2 Subscriber represents and warrants the premises served by the Utility account(s) listed for its Subscription in Recital E is/are in the same county or an adjacent county as the Project Site or Sites identified in Exhibit H.

6.3 Subscriber represents and warrants that the size of its Subscription is not greater than one hundred twenty percent (120%) of Subscriber’s average total annual electrical demand over the most recent twenty-four (24) months for Subscriber’s Utility Account (including all accounts at any of the Site(s) subject to the Subscription.)

6.4 Subscriber agrees to provide such Utility Account information and usage data as may be required by the Utility or Operator for purposes of verifying Subscriber eligibility and providing Subscriber’s Bill Credits. Subscriber agrees to promptly notify Operator of any actual or anticipated changes to Subscriber’s usage data or factors that would materially impact Subscriber’s eligibility for the Subscription.
6.5 Subscriber agrees to execute Utility’s Solar*Rewards Community Subscriber Agency Agreement and Consent Form attached hereto as Exhibit D.

6.6 Subscriber acknowledges and agrees that, aside and apart from the calculations of Bill Credits, it will have no interest in (i) any environmental or compliance value associated with its Subscription in the energy production of the Project (including RECs); (ii) any tax benefits arising from ownership or operation of the Project; or (iii) any incentives associated with the Project under the Minnesota Department of Commerce’s Made in Minnesota program, Utility’s Solar Rewards program, or similar programs, other than those set forth herein. Subscriber acknowledges that RECs associated with the Project will be sold by Operator to the Utility under the Solar*Rewards Contract, and the value of such RECs will be included in the Bill Credits paid to Subscriber by Utility.

VII. ANNUAL REPORT

7.1 Operator shall provide Subscriber with an annual report on the Project no later than April 1 of each year for the previous 12-month period from January through December. The annual report will include detailed information on the following aspects of the Project in addition to such information as the Operator shall deem relevant to the Subscriber’s understanding of the Project and its operation:

1. Total annual energy production;

2. Typical Meteorological Year (“TMY”) data for the location closest to the Project site at which complete TMY data is available;

3. Analysis of the effect TMY data had on energy production;

4. Warranty actions or insurance claims submitted on behalf of the Project;

5. Delinquencies or default actions taken against any subscribers; and

6. Estimated environmental benefits for the report period and aggregated benefits since the start of commercial operations.

VIII. ASSIGNMENT OF SUBSCRIPTIONS

8.1 Subscriber shall not assign this Agreement without the consent of Operator, such consent not to be unreasonably withheld.

8.2 In the event that Subscriber terminates this Agreement during the Term because it will no longer obtain electric service from Utility through the Subscriber’s Utility Account set forth in Recital D above, Subscriber shall use commercially reasonable efforts to facilitate discussions between Operator and a successor
Subscriber or occupant of the Premises ("Subscriber Assignee") regarding the sale of a subscription to such Subscriber Assignee pursuant to an assignment of this Agreement acceptable to Operator. In the event Operator accepts such an assignment or enters into an agreement with Subscriber Assignee for the sale of a subscription on terms at least as favorable to Operator as this Agreement, the Subscriber shall have no further liability to Operator. Otherwise, Subscriber shall be liable to Operator for damages in accordance with the provisions of Article XII and XIII.

8.3 Subscriber shall be responsible for determining eligibility of Subscriber Assignee and securing all necessary information regarding the Subscriber Assignee’s premises and account information as well as Subscriber Assignee’s execution of Utility’s Data Solar*Rewards Community Subscriber Agency Agreement and Consent Form and Date Privacy Policy form. Operator reserves the right to perform its own due diligence on the eligibility of Subscriber Assignee to be a subscriber to the Project under the terms of the Tariff and maintains the right to withhold consent to any proposed transfer to Subscriber Assignee, in its sole discretion, upon a determination by Operator of Subscriber’s Assignee’s ineligibility under paragraph 8.2 above.

8.4 Operator shall update information with Utility within ten (10) business days of receiving Notice that an approved transfer to Subscriber Assignee is complete for purposes of reallocating Bill Credits associated with the Subscription to Subscriber Assignee, which will be prorated as of the date of transfer.

IX. SUBSCRIPTION FEES AND EXPENSES

9.1 Subscription Fees.

(a) Invoicing. Operator shall invoice Subscriber for Energy monthly. Operator shall deliver each invoice within thirty (30) days after the end of each monthly billing period. Each invoice shall set out the amount of Energy delivered in kWh during such billing period, the then-applicable Energy Price, as set forth on Exhibit F, and the total amount then due to Operator, including any taxes assessed on the sale of Energy to Subscriber. The amount due shall be prorated for any partial month during the Term. Such invoice shall include sufficient details so that Subscriber can reasonably confirm the accuracy of the invoice. Subscriber shall pay the amount due to Operator within thirty (30) days after receipt of each invoice. Payments not made within thirty (30) days of receipt of Operator’s invoice shall be subject to a penalty equal to one percent (1%) per month of the invoiced amount until paid.

(b) Operator agrees to work in good faith with Subscriber to establish a system of invoicing and payment that is as efficient as possible for Subscriber and is as consistent as possible with Subscriber’s system for accounts payable.
X. **ASSIGNMENT**

10.1 Subscriber may not assign its interest or obligations under this Agreement except as provided in Article VIII above.

10.2 Operator may assign to an assignee ("Operator Assignee") any or all its interests and obligations in this Agreement upon Notice to Subscriber of such assignment. Any Operator Assignee shall be subject to the terms and conditions of this Agreement unless otherwise agreed to in writing by Subscriber.

10.3 The Parties acknowledge that Operator may obtain construction and long-term financing, other credit support or tax equity financing, either directly or through an affiliate, from financing parties (“Financing Parties”) in connection with the development and ownership of the Project (“Project Financing”). Both Parties agree in good faith to consider and negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties to support the Project Financing.

10.4 The Parties agree that, in accordance with Section 10.3, Operator may also assign this Agreement to a tax equity partnership, a third-party Project owner or to Financing Parties as collateral to support the Project and Operator’s obligations to such financing parties.

10.5 In connection with any such assignment by Operator, Subscriber agrees that an Operator Assignee, Financing Parties, tax equity partnership and/or third-party Project owner, as the case may be, shall be entitled to (i) assume the rights and obligations of Operator under this Agreement; (ii) receive copies of certain notices hereunder that Subscriber may provide to Operator; (iii) have the same extended cure periods to cure any Event(s) of Default by Operator hereunder; and (iv) be provided other similar or related benefits or protections as reasonably requested by the Operator, Financing Parties, tax equity partnership and/or third-party Project owner, to support the Project Financing.

XI. **TAXES**

11.1 Operator makes no representations concerning the taxable consequences to Subscriber with respect to Bill Credits or any other aspect of this Agreement.

XII. **CALCULATION OF ESTIMATED BENEFITS TO SUBSCRIBER**

12.1 Subscriber acknowledges receiving a Calculation of Estimated Benefits from the Project and understands that said calculation is an estimate of the ongoing costs and benefits Subscriber may anticipate. Said Calculation of Estimated Benefits is attached hereto as Exhibit G, and Subscriber specifically acknowledges that the calculation is an estimate based upon several variables that may change, resulting in a change in the amount and nature of the benefits.
XIII. DEFAULT

13.1 Upon the occurrence of, and during the continuation without cure of, an Event of Default, the Party not in default ("Non-Defaulting Party") shall have the option, but not the obligation, to terminate this Agreement, and the Party in default ("Defaulting Party") shall be liable to the Non-Defaulting Party for damages for its uncured Event(s) of Default under the Agreement.

13.2 The following shall constitute an Event of Default by a Party:

13.2.1 Either Party fails to make any material payment due under this Agreement within thirty (30) days after delivery of Notice from the other Party that such payment is overdue.

13.2.2 Except as provided in subsection 13.1 above, a Party materially fails to perform or comply with any representation, warranty, obligation, covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after delivery of Notice thereof from the other Party, provided if it cannot reasonably be cured within such thirty (30) day cure period, the Defaulting Party will have such additional time as needed (not to exceed an additional thirty [30] days) provided that the Defaulting Party promptly commences and diligently pursues cure and continues such cure to completion, and provided that such extended period of cure does not materially adversely affect the other Party.

13.2.3 The Party is subject to (a) a petition for dissolution or reorganization voluntary or involuntary, under the U.S. Bankruptcy Code, (b) admission in writing of its inability to generally pay its debts as they become due, (c) the passage of a resolution by the shareholders for the winding up of such Party, (d) a court order requiring its wind up. In the case of an involuntary proceeding filed against a Party by a third party, such Party shall have sixty (60) days to have such proceeding or petition dismissed before it matures into an Event of Default.

13.3 Remedies for Default

13.3.1 If a Subscriber Event of Default occurs, (i) Operator shall have the right to terminate this Agreement upon thirty (30) days prior written Notice to Subscriber, and (ii) Subscriber shall be liable to Operator for actual direct Damages (hereinafter defined).

13.3.2 If an Operator Event of Default occurs, (i) Subscriber shall have the right to terminate this Agreement upon thirty (30) days prior written Notice to Operator, and (ii) Operator shall be liable to Subscriber for actual direct Damages.
13.3.3 Subscriber shall be liable to Operator for any actual direct Damages, including but not limited to lost revenues for the sale of Energy caused by a Subscriber Event of Default, as defined herein under Section 13.3.4.

13.3.4 Operator may exercise any remedy it may have at law or equity, including recovering from Subscriber all resulting Damages, which damages may include, but not be limited to, projected payments for Energy generated for the remainder of the Term of this Agreement; any loss or damage to Operator due to lost or recaptured Environmental Attributes or Environmental Incentives, including, without limitation, lost revenue from the sale of Environmental Attributes to third parties (including any damages due to the early termination of any agreement for such sale) and the recapture of the investment tax credit under §48 of the Internal Revenue Code, and accelerated depreciation for the System; and all other amounts of any nature due under this Agreement (collectively, “Damages”).

13.3.5 The Non-Defaulting Party has a duty to make commercially reasonable efforts to mitigate its Damages.

XIV. REMEDIES; LIMITATION OF LIABILITY; INDEMNIFICATION

14.1 Subject to the limitations set forth in this Agreement, the Parties each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Parties hereto under this Agreement. Under no circumstances shall the total liability for either Party due to its breach of this Agreement exceed One Million Dollars ($1,000,000).

14.2 EXCEPT AS EXPRESSLY ALLOWED HEREIN, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF A PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

14.3 Each Party shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof, from and against all loss, damage, expense liability and other claims, including court costs and reasonable attorney’s fees (individually, a “Liability” and collectively, “Liabilities”) resulting from any third party actions relating to the breach of any representation or warranty in this Agreement and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or
omissions of, or the willful misconduct of, the indemnifying Party. The Party seeking indemnification hereunder shall notify the indemnifying Party in writing of any Liability asserted, or known to be under commencement, by a third party as soon as possible and cooperate with the indemnifying Party. The indemnifying Party shall immediately take control of the defense and investigation of Liabilities at the indemnifying Party’s sole expense.

XV. DISPUTE RESOLUTION AND AMENDMENT

15.1 The Parties shall make good faith efforts to resolve any claims, disputes or other matters related to this Agreement by mediation, the costs of which shall be shared equally by the parties. The mediator shall be jointly selected and if the parties cannot agree upon a mediator, this mediation requirement is waived. If mediation does not resolve the claim or dispute, either Party may invoke all legal remedies available to it, including without limitation the initiation of an action in district court.

15.2 This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by each Party to this Agreement or its successor in interest.

XVI. FORCE MAJEURE

16.1 Force Majeure shall mean any event or circumstance not within the control of the Parties to the extent that the circumstance could not be prevented or avoided by a Party; the event is not due to a Party’s negligence or willful misconduct; or such an event is not the result of any failure of a Party to perform any of its obligations under this Agreement. Force Majeure events may include but are not limited to acts of God, war, terrorism, riot or civil unrest, labor strikes, fire, floods, epidemics, or hazardous materials existing on the Site prior to Operator’s start of construction or during the period of the Project’s Commercial Operation.

16.2 Except as provided in Section 2.4.a above, neither Subscriber nor Operator shall be considered in default or breach in the performance of their obligations under this Agreement to the extent that performance of any such obligation is prevented or delayed by a Force Majeure circumstance or event.

XVII. NOTICES

Any notice required, permitted, or contemplated under this Agreement (“Notice”) shall be in writing and addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder. Such Notice(s) may be sent by registered U.S. Mail, personal delivery or recognized overnight courier, and shall be deemed effective upon receipt or, if by registered mail, three (3) days after the postmarked date.
XVIII. MISCELLANEOUS

18.1 Administration of Data. Data provided to Operator or received from Operator under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

18.2 Books and Records. Operator will maintain books, records, documents and other evidence directly pertinent to performance of the work under this Agreement in accordance with generally accepted accounting practices, including all meter production records and adjustments thereto. Operator will also maintain the financial information and data used in preparation or support of the cost submission for any negotiated Agreement amendment and provide electronic, printed or copied documentation to the Subscriber as requested. These books, records, documents, and data must be retained for at least six (6) years after the Term of the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Operator agrees to maintain them until the Subscriber and any of its duly authorized representatives have disposed of the litigation or claims.

18.3 Entire Agreement. This Agreement constitutes the entire agreement among the Parties relating to the Project and Subscription and supersedes any and all prior oral or written understandings.

18.4 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota without regard to conflicts of law provisions.

18.5 Severability. Any provision of this Agreement found to be void, illegal or otherwise unenforceable shall not affect the validity or enforceability of the other provisions which shall not be affected and will continue in force.

18.6 Binding Effect; Successors and Assigns. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.
18.7 No Partnership or Joint Venture. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of another Party or to create a joint venture, partnership, agency or any relationship between the Parties.

18.8 No Dedication. Nothing contained in this Agreement shall be construed as an intent by Operator to dedicate the Project to public use or subject itself to regulation as a “public utility” (as such term may be defined under any applicable law).

18.9 Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or portable document format (“.PDF”) signatures shall have the same effect as original signatures, and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

18.10 Service Contract. The Parties intend that this Agreement be treated as a “service contract” within the meaning of §7701(e)(3) of the Internal Revenue Code.

[SIGNATURES APPEAR ON FOLLOWING PAGES]
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OPERATOR:

NEW ENERGY EQUITY LLC,
a Maryland limited liability company

By: ________________________________  
Name: ________________________________  
Title: ________________________________  
Date: ________________________________

SUBSCRIBER:

CITY OF MINNETONKA, MINNESOTA

By: ________________________________  
Name: ________________________________  
Title: ________________________________  
Date: ________________________________
EXHIBITS:

Exhibit A: Definitions
Exhibit B: Solar*Rewards Contract
Exhibit C: RESERVED
Exhibit D: Solar*Rewards Community Subscriber Agency Agreement and Consent Form
Exhibit E: RESERVED
Exhibit F: Table of Energy Prices
Exhibit G: Calculation of Estimated Benefits to Subscriber
Exhibit H: Name and Locations for CSG Solar Gardens
EXHIBIT A

DEFINITIONS

“Agreement” has the meaning set forth in the Preamble.

“VOS” has the meaning set forth in Section 1.1.

“Bill Credit(s)” has the meaning set forth in the Recitals.

“Date of Commercial Operation” has the meaning set forth in the Solar*Rewards Contract.

“Energy” means a Subscriber’s share of the Project’s monthly energy production as set forth in Section 1.1.

“Energy Price” means, for any Subscription year, the applicable amount set forth on Exhibit F.

“Event of Default” has the meaning set forth in Article XIII.

“Liability” and/or “Liabilities” have the meaning set forth in Section 14.3.

“Operator” has the meaning set forth in the Preamble.

“Project” has the meaning set forth in the Recitals.

“Project Financing” has the meaning set forth in Section 10.3.

“RECs” has the meaning set forth in the Solar*Rewards Contract.

“Site” and/or “Sites” have the meaning set forth in the Recitals.

“Subscriber” has the meaning set forth in the Preamble.

“Subscription” has the meaning set forth in Section 1.1.

“Tariff” has the meaning set forth in the Preamble.

“Term” has the meaning set forth in Section 2.1.

“Utility” has the meaning set forth in the Preamble.

“Utility Account” has the meaning set forth in the Recitals.

“Solar*Rewards” Contract has the meaning set forth in the Recitals.
EXHIBIT B

SOLAR*REWARDS CONTRACT

[SEE ATTACHED]
EXHIBIT C

[RESERVED]
EXHIBIT D

SOLAR*REWARDS COMMUNITY
SUBSCRIBER AGENCY AGREEMENT
AND CONSENT FORM

[SEE ATTACHED]
EXHIBIT F

ENERGY PRICE

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<tr>
<th>Contract Year</th>
<th>Energy Price ($/kWh)</th>
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<td>2</td>
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<tr>
<td>3</td>
<td>$0.09508</td>
</tr>
<tr>
<td>4</td>
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<td>5</td>
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<tr>
<td>6</td>
<td>$0.10219</td>
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<tr>
<td>7</td>
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<td>8</td>
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<td>$0.10980</td>
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EXHIBIT G

CALCULATION OF ESTIMATED BENEFITS TO SUBSCRIBER

NOTWITHSTANDING THIS CALCULATION OF ESTIMATED BENEFITS, OPERATOR DOES NOT GUARANTY THE PERFORMANCE OF THE PROJECT AND SHALL NOT BE LIABLE FOR ANY SHORTFALL IN BENEFITS TO SUBSCRIBER.

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual kWh</th>
<th>Bill Credit per kWh</th>
<th>Annual Credit</th>
<th>PPA Cost per kWh</th>
<th>Annual Cost</th>
<th>Annual Savings</th>
<th>Cumulative Savings</th>
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<td>($852,603)</td>
<td>$37,239</td>
<td>989,350</td>
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</tbody>
</table>
EXHIBIT H

NAME AND LOCATION OF CSG SOLAR GARDENS SITES

[TO BE ADDED PRIOR TO COMMERCIAL OPERATION]

CSG Site Name:
CSG Site Address:
CSG Xcel Application #:
Nameplate Capacity (Watts DC):
Subscription Size:
Estimated Commercial Operation Date:
EXHIBITS:

Exhibit A: Definitions
Exhibit B: Solar*Rewards Contract
Exhibit C: RESERVED
Exhibit D: Solar*Rewards Community Subscriber Agency Agreement and Consent Form
Exhibit E: RESERVED
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“Site” and/or “Sites” have the meaning set forth in the Recitals.

“Subscriber” has the meaning set forth in the Preamble.

“Subscription” has the meaning set forth in Section 1.1.

“Tariff” has the meaning set forth in the Preamble.

“Term” has the meaning set forth in Section 2.1.

“Utility” has the meaning set forth in the Preamble.

“Utility Account” has the meaning set forth in the Recitals.

“Solar*Rewards” Contract has the meaning set forth in the Recitals.
EXHIBIT B

SOLAR*REWARDS CONTRACT

[SEE ATTACHED]
STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY

THIS CONTRACT is entered into __________________________, 20_______, by Northern States Power Company, a Minnesota corporation and wholly owned subsidiary of Xcel Energy Inc., (hereafter called “Company”) and ______________________ (hereafter called “Community Solar Garden Operator”). Together, the Company and Community Solar Garden Operator are the Parties.

RECITALS

The Community Solar Garden Operator is the operator of a Community Solar Garden with an established or planned solar photovoltaic electric generating facility with a nameplate capacity of _____ kilowatts of alternating current (AC), on property located at __________________________________________ __________________________________________ (“Community Solar Garden”).

The Community Solar Garden is a facility that generates electricity by means of a ground mounted or roof mounted solar photovoltaic device(s) whereby a Subscriber to the Community Solar Garden receives a Bill Credit for the electricity generated in proportion to the size of the Subscription.

The Community Solar Garden Operator is prepared to generate electricity in parallel with the Company.

DEFINITIONS

“Bill Credit” shall mean the dollar amount paid by the Company to each Subscriber as a credit on the Subscriber’s retail electric service bill to compensate the Subscriber for its beneficial share of solar photovoltaic electricity produced by the Community Solar Garden and delivered to the Company from the Community Solar Garden.

“Bill Credit Rate” shall mean the then current applicable Bill Credit Rate as found in the Company’s rate book applicable to the Solar*Rewards Community Program. The Bill Credit Type is either the “Standard” Bill Credit, “Enhanced” Bill Credit, or a Value of Solar (VOS) Bill Credit Rate as found at the applicable sheet in the rate book. The Standard Bill Credit is based on the applicable retail rate, which shall be the full retail rate, including the energy charge, demand charge, customer charge and applicable riders, for the customer class applicable to the Subscriber receiving the credit, and shall not reflect compensation for RECs. The “Enhanced” Bill Credit found at that sheet in the rate book is the sum of the Standard Bill Credit and the REC price and is the applicable Bill Credit Rate only where the Community Solar Garden Operator has made an election under Section 14.iii of this Contract to transfer the solar RECs to the Company. The REC prices embedded within the Enhanced Bill Credit are fixed for the duration of the term of this Contract and are fixed at the REC price in place at the time the Community Solar Garden has filed a completed application. Accordingly, the Standard and Enhanced Bill Credit rates will change over the term of this Contract and the Bill Credit Rate will be based on the then-current Standard or Enhanced Bill Credit as provided for in this Contract, but the REC value embedded within the Enhanced Bill Credit will not change during the Contract term. Once a Standard or Enhanced Bill Credit applies, that Bill Credit Type applies for the term of the Contract.

(Continued on Sheet No. 9-69.1)
“Community Solar Garden Allocation” shall mean the monthly allocation, stated in Watts direct current (DC) as a portion of the total nameplate capacity of the Community Solar Garden, applicable to each Subscriber’s Subscription reflecting each Subscriber’s allocable portion of photovoltaic electricity produced by the Community Solar Garden in a particular Production Month.

“Community Solar Garden Operator” is identified above and shall mean the organization whose purpose is to operate or otherwise manage the Community Solar Garden for its Subscribers. A Community Solar Garden Operator may be an individual or any for-profit or non-profit entity permitted by Minnesota law.

“Community Solar Garden Location” is the location of the single point of common coupling for the Community Solar Garden associated with the PV System. Multiple Community Solar Garden Locations may be situated in close proximity to one another in order to share in distribution infrastructure. This defined term is applicable to:

1. determine which county the Community Solar Garden is located in for purposes of:
   a. applying the requirement that “Each Subscriber to the Community Solar Garden must be a retail customer of the Company and each must be located in the same county or a county contiguous to the Community Solar Garden Location”;
   b. having the Company publicly disclose the county where the Community Solar Garden is located;
   c. generally describing, in addition to the Community Solar Garden Address, the location of the Community Solar Garden; and,
2. detail the requirement that multiple Community Solar Garden Locations may be situated in close proximity to one another in order to share in distribution infrastructure.

This definition should not be used to determine whether a Community Solar Garden complies with the Service Territory Requirement.

“Community Solar Garden Statutory Requirements” are based on the provisions in Minn. Stat. § 216B.1641 and Minn. Stat. § 216B.1691, and for purposes of this Contract mean the following:

a. The Community Solar Garden must have not less than five (5) Subscribers;

b. No single Subscriber may have more than a forty (40) percent interest in the Community Solar Garden;

c. The Community Solar Garden must have a nameplate capacity of no more than one (1) megawatt alternating current (AC);

d. Each Subscription shall be sized to represent at least two hundred (200) watts of the Community Solar Garden’s generating capacity;

e. Each Subscription shall be sized so that, when combined with other distributed generation resources serving the premises of each Subscriber, the Subscription size does not exceed one hundred twenty (120) percent of the average annual consumption of electricity over the prior twenty four (24) months by each Subscriber to which the Subscription is attributed (based on the annual estimated generation of the PV System as determined by PVWATTS), provided that if historical electric energy consumption data is not available for a particular subscriber the Company will calculate the estimated annual electric energy consumption under the process detailed in the Company’s rate book applicable to the Solar*Rewards Community Program.
f. The Community Solar Garden must comply with the Service Territory Requirement;

g. Each Subscriber to the Community Solar Garden must be a retail customer of the Company and each must be located in the same county or a county contiguous to the Community Solar Garden Location; and,

h. Customers who are exempt from the Solar Energy Standard (SES) under Minn. Stat. § 216B.1691, subd. 2(f) (d), shall not participate in or subscribe to Community Solar Gardens.

“CSG Application System” or “Community Solar Gardens Application and Subscriber Management System” is the interactive, internet website-based interface maintained by or on behalf of the Company through which the Community Solar Garden Operator may establish qualifications, provide information and complete documents necessary for acceptance in the Company’s Solar*Rewards Community Program, and may enter or change the Monthly Subscription Information reflecting updated information for each Subscriber, including any changes to any Subscriber’s name, account number, address, and Community Solar Garden Allocation.

“Date of Commercial Operation” shall mean the first day of the first full calendar month upon which commercial operation is achieved following completion of all Interconnection Agreement requirements and processes.

“House Power” shall mean the electricity needed to assist in the PV System’s generation, including system operation, performance monitoring and associated communications, except for energy directly required for the local control and safe operation of the PV System. It also means other electricity used by the Community Solar Garden, such as for perimeter lighting, a visitor’s center or any other structures or facilities at the Community Solar Garden Site.

“Interconnection Agreement” shall mean the Interconnection Agreement in Section 10 of the Company’s rate book.

“Monthly Subscription Information” shall mean the information stored within the CSG Application System, as timely entered or changed by the Community Solar Garden Operator via the CSG Application System, setting forth the name, account number and service address each Subscriber holding Subscriptions in the Community Solar Garden, and the Community Solar Garden Allocation applicable to each such Subscriber’s Subscription, reflecting each Subscriber’s allocable portion of photovoltaic energy produced by the Community Solar Garden during a particular Production Month.

“Production Meter” shall mean the meter which will record the energy generated by the PV System only and which will be reported on the Solar Garden Operator’s bill. The readings on the Production Meter showing the energy generated by the PV System will also be used to determine the RECs generated by the PV System.

“Production Month” shall mean the calendar month during which photovoltaic energy is produced by the Community Solar Garden’s PV System and delivered to the Company at the Production Meter.
“PV System” shall mean the solar electric generating facility to be located at the Community Solar Garden, including the photovoltaic panels, inverter, output breakers, facilities necessary to connect to the Production Meter, protective and associated equipment, improvements, and other tangible assets, contract rights, easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation, and maintenance of the electric generating facility that produces the photovoltaic energy subject to this Contract.

“Service Territory Requirement” means that the solar electric generating facility located at the Community Solar Garden is entirely located in the service territory of the Company, including the photovoltaic panels, inverter, output breakers, service meter, Production Meter, the facilities between the service meter and Production Meter, and the facilities between the photovoltaic panels and the Production Meter.

“Subscribed Energy” means electricity generated by the PV System attributable to the Subscribers’ Subscriptions and delivered to the Company at the Production Meter on or after the Date of Commercial Operation.

“Subscriber” means a retail customer of the Company who owns one or more Subscriptions of a community solar garden interconnected with the Company.

“Subscriber’s Account Information” consists of the Subscriber’s name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, and Subscriber specific Bill Credit(s).

“Subscriber’s Energy Usage Data” refers to data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of electric usage or electricity production attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden.

“Subscription” means a contract between a Subscriber and the Community Solar Garden Operator.

“Term of the Contract” means the term of this contract which shall be the same as for the Interconnection Agreement applicable to the Community Solar Garden, and shall begin when this Contract is signed by the Parties and end twenty five (25) years after the Date of Commercial Operation unless otherwise provided below.

“Unsubscribed Energy” means electricity generated by the PV System and delivered to the Company at the Production Meter which is not Subscribed Energy and also includes electricity generated by the PV System and delivered to the Company prior to the Date of Commercial Operation.
AGREEMENTS

The Community Solar Garden Operator and the Company agree:

1. Sale of Electricity Generated by the Community Solar Garden. Effective upon the Date of Commercial Operation, the Community Solar Garden shall sell and deliver to the Company at the Production Meter all of the photovoltaic energy produced by the PV System. Payment for the Subscribed Energy which is produced and delivered will be solely by a Bill Credit to Subscribers as detailed below. Payment for Unsubscribed Energy will be paid to the Community Solar Garden Operator at the then current: 1) Company’s avoided cost rate (found in the Company’s rate book, Rate Code A51) for solar gardens of 40 kW (AC) capacity or larger, or 2) Company’s average retail energy rate (found in the Company’s rate book, Rate Code A50) for solar gardens under 40 kW (AC) capacity. Where the Community Solar Garden Operator has elected to transfer the solar RECs to the Company, or where the VOS Bill Credit Rate applies to Subscribed Energy under the Standard Contract for Solar*Rewards Community, an additional payment of $0.01/kWh will be paid to the Community Solar Garden Operator for the RECs associated with this Unsubscribed Energy. The Community Solar Garden Operator shall not sell any photovoltaic energy generated from the PV System, or any capacity associated with the PV System, to any person other than the Company during the term of this Contract, and the Company shall purchase and own all photovoltaic energy produced by the PV System. This Contract conveys to the Company all energy generated from the PV System and all capacity associated with the PV System for the Term of the Contract.

A. The Company will buy (through Bill Credits to the Subscribers) all Subscribed Energy generated by the Community Solar Garden and delivered to the Company during a particular Production Month at the Bill Credit Rate. Each Subscriber to the Solar*Rewards Community Program will receive a Bill Credit at the Bill Credit Rate for electricity generated attributable to the Subscriber’s Subscription. Each Subscriber will also be charged for all electricity consumed by the Subscriber at the applicable rate schedule for sales to that class of customer. If the Bill Credit exceeds the amount owed in any billing period, the excess portion of the Bill Credit in any billing period shall be carried forward and credited against all charges. All Bill Credits must be carried forward for at least a twelve (12) month cycle. The Company shall purchase all Bill Credits with the billing statement which includes the last day in February and restart the credit cycle on the following period with a zero credit balance. Consistent with Minn. R. 7820.3800, Subp. 2, the purchase of the Bill Credits will only be made when the Bill Credit amount is more than $1 due for an existing customer or $2 or more due a person or legal entity no longer a customer of the Company.

B. A copy of the presently filed Solar*Rewards Community Program tariff of the Company’s rate book is attached to this Contract. The rates for sales and purchases of Subscribed Energy shall be changed annually or otherwise as provided by order of the MPUC. The Community Solar Garden Operator shall comply with all of the rules stated in the Company’s applicable electric tariff related to the Solar*Rewards Community Program and the tariffed version of this Contract, as the same may be revised from time to time, or as otherwise allowed by an amendment to this Contract approved, or deemed approved, by the Minnesota Public Utilities Commission. In the event of any conflict between the terms of this Contract and Company’s electric tariff, the provisions of the tariff shall control.

(Continued on Sheet No. 9-74)
C. For the purchases by the Company, the Company shall apply a Bill Credit each billing period to each Subscriber’s bill for retail electric service at the Bill Credit Rate based upon the Subscriber’s allocation as set forth in the Monthly Subscription Information applicable to the preceding Production Month. The Production Month to which the Bill Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Bill Credit is applied.

D. For purposes of applying the Bill Credit to each Subscriber’s bill, the Company shall be entitled to rely exclusively on the Monthly Subscription Information as timely entered by the Community Solar Garden Operator via the CSG Application System.

E. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Community Solar Garden Operator for Unsubscribed Energy, pertaining to a particular month due to any inaccuracy reflected in such Monthly Subscription Information with regard to a Subscriber’s Subscription in the PV System and the beneficial share of photovoltaic energy produced by the PV System, or the share of Unsubscribed Energy, shall be the full responsibility of the Community Solar Garden Operator, unless such inaccuracies are caused by the Company.

2. House Power. The Company will sell House Power to the Community Solar Garden under the rate schedule in force for the class of customer to which the Community Solar Garden Operator belongs. The Community Solar Garden Operator shall be solely responsible for arranging retail electric service exclusively from the Company in accordance with the Company’s Electric Rate Book. The Community Solar Garden Operator shall obtain House Power solely through separately metered retail service and shall not obtain House Power through any other means, and waives any regulatory or other legal claim or right to the contrary. Because the Company must purchase from the Community Solar Garden all energy generated by the Community Solar Garden, the Community Solar Garden may not use the energy it generates to be consumed by it. It may not net-out or use energy it generates for House Power. The Parties acknowledge and agree that the performance of their respective obligations with respect to House Power shall be separate from this Contract and shall be interpreted independently of the Parties’ respective obligations under this Contract. Notwithstanding any other provision in this Contract, nothing with respect to the arrangements for House Power shall alter or modify the Community Solar Garden Operator’s or the Company’s rights, duties and obligations under this Contract. This Contract shall not be construed to create any rights between the Community Solar Garden Operator and the Company with respect to the arrangements for House Power.
3. Metering Charges and Requirements

A. Metering Charge per Month:
   - Single Phase $5.50
   - Three Phase $8.00

B. Two (2) Company-owned meters are required to be installed at each service location associated with each Community Solar Garden generation source subject to this Contract. One meter is located at the main service and will record energy delivered to the Community Solar Garden Operator from the Company. The second meter (the "Production Meter") will record energy generated by the PV System only. For the sake of clarity, the amount of energy used as House Power consists of that shown on the meter located at the main service plus electricity recorded as reverse flowing through the Production Meter. The Company shall install, or cause to be installed, own, operate and maintain the Production Meter to measure the AC production of the PV System, at the Community Solar Garden Operator’s expense and including the cost of the Production Meter itself. Community Solar Garden Operator will provide all meter housing and socket replacement and rewiring to install both meters. Community Solar Garden Operator shall be charged monthly the metering charge for the main service meter. The metering charge assumes common use of all Company facilities up to the metering point, for both receipt and delivery of energy. Any additional facilities required by Company to accommodate the PV System will require Community Solar Garden Operator to pay an interconnection charge in advance.

4. Title, Risk of Loss, and Warranty of Title. As between the Parties, the Community Solar Garden Operator shall be deemed to be in control of the photovoltaic energy output from the PV System up to and until delivery and receipt by the Company at the Production Meter and the Company shall be deemed to be in control of such energy from and after delivery and receipt at such Production Meter. Title and risk of loss related to the photovoltaic energy shall transfer to the Company at the Production Meter. The Community Solar Garden warrants and represents to the Company that it has or will have at the time of delivery good and sufficient title to all photovoltaic energy output and/or the ability to transfer good and sufficient title of same to the Company.

5. Interconnection Requirements. The Community Solar Garden Operator must sign an Interconnection Agreement under Section 10 of the Company’s rate book, and comply with all of the terms and conditions of that Interconnection Agreement except as otherwise specified in this Contract. The following additional interconnection terms also apply.

   A. Term of Interconnection Agreement. While the Company’s tariff pertaining to its Interconnection Agreement generally provides that the term of the Interconnection Agreement may be up to twenty (20) years, where the tariffed Interconnection Agreement is used in conjunction with this tariffed Contract, the term of the Interconnection Agreement may end twenty five (25) years after the Date of Commercial Operation.

   B. To the extent to which the ADDITIONAL TERMS AND CONDITIONS set forth in Section 9, Sheets 68 through 68.16 differ from the Section 10 tariff, these ADDITIONAL TERMS AND CONDITIONS shall control.

(Continued on Sheet No. 9-76)
6. **Community Solar Garden Requirements.**

   A. The Community Solar Garden Operator shall assure that each of the Community Solar Garden Statutory Requirements is met.

   B. For each Subscriber, there must be a completed and fully-executed Subscriber Agency Agreement and Consent Form (Attachment “A” to this Contract) which is delivered to the Company prior to the Date of Commercial Operation, or prior to adding each Subscriber.

   C. **Code Compliance.** The Community Solar Garden Operator shall be responsible for ensuring that the PV System equipment installed at the Community Solar Garden meets all applicable codes, standards, and regulatory requirements at the time of installation and throughout its operation.

   D. **Project Completion.** The Company will determine whether an application from the Community Solar Garden Operator is complete within thirty (30) days of its submission to the Company and approve or reject the application based on engineering review within sixty (60) days of finding it complete unless the Community Solar Garden Operator has agreed to an extension. The date an application shall be considered to be submitted to the Company is the date on which the Community Solar Garden Operator has uploaded to the CSG Application System all documents and information to allow the Company to begin engineering review which include the following:

   (i) the contact information for the Community Solar Garden Operator;
   (ii) the Community Solar Garden information, including system location and specifications;
   (iii) application fee and deposit; and,
   (iv) engineering documents, including one line diagram, site plan and signed Interconnection application.

   Where the Company has timely rejected an application, the Company will allow the Community Solar Garden Operator to provide additional documents or information and the sixty (60) day timeframe will begin anew for the Company to accept or reject the application. The Community Solar Garden Operator shall achieve Mechanical Completion of the project within the later of twenty-four (24) months from August 6, 2015 or the Company finding that the application is Expedited Ready. Failure of the Company to meet the timeframes for completing engineering studies and interconnection cost estimates set forth in the Commission's September 28, 2004 Order in Docket No. E999/CI-01-1023 as implemented in Section 10 of the Company’s rate book will extend this twenty-four (24) month period on a day-for-day basis. Day-for-day extensions will also be applied to the extent the application is the subject of an Independent Engineer review (Section 9, Sheets 68.11–68.13) or to the extent it is directly delayed as the result of an Independent Engineer review for another application in the same Study Queue.
6. **Community Solar Garden Requirements.** (Continued)

The 24-month period shall be tolled day-for-day for a project application that, in the Company's determination, has suffered a Force Majeure event prior to Mechanical Completion. For purposes of this section, Force Majeure means: any act of God, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or any other cause beyond a Party's control, except that a local-government moratorium to issuing a permit may extend the 24-month period for no more than an additional 6 months. Failure to seek a permit, delay in seeking a permit, or permit-processing time not subject to a moratorium is not included in this extension. An event of Force Majeure does not include an act of negligence or intentional wrongdoing.

If Mechanical Completion is not achieved within this twenty-four (24) month period (including any day-for-day extension referenced above), then the Company will return the Deposit and the Community Solar Garden Operator, if it still intends to proceed with the project, will need to reapply and submit a new application fee and deposit.

E. The ADDITIONAL TERMS AND CONDITIONS set forth in tariff Section 9, Sheets 68 through 68.16, fully apply.

(Continued on Sheet No. 9-77)
6. Community Solar Garden Requirements. (Continued)

F. Annual Report. The Community Solar Garden Operator shall issue (and provide to the Company and each Subscriber) public annual reports as of the end of the calendar or other fiscal year containing, at a minimum, the energy produced by the Community Solar Garden; audited financial statements including a balance sheet, income statement, and sources and uses of funds statement; and the management and operatorship of the Community Solar Garden Operator. The identity of specific Subscribers should not be listed in the public annual report, unless if there is explicit informed Subscriber consent. The Community Solar Garden Operator shall take care to preserve the privacy expectations of the Subscribers, such as not publicly providing the Subscriber’s Account Information or Subscriber Energy Usage Data or Bill Credits, unless there is explicit informed consent or otherwise provided for in this Contract. Each Subscriber shall have an opportunity to submit comments to the Community Solar Garden Operator with a copy to the Company on the accuracy and completeness of the annual reports.

G. Audits. The Company reserves the right to inspect the PV System as necessary to assure the safety and reliability of the system at any time during the Term of this Contract, and for an additional period of one (1) year thereafter.

H. Application Fee. Upon application, and prior to the Company processing the application, the Community Solar Garden Operator must submit an application fee of $1,200 to the Company. This application fee may be by check or wire transfer. The application fee is meant to cover the cost to the Company of processing the application.

I. Deposit. Upon application, and prior to the Company processing the application, the Community Solar Garden Operator must submit a deposit of an amount equal to $100/kW to the Company. This Deposit may be submitted by check or wire transfer. Within thirty (30) days after either the Date of Commercial Operation or the date when the Community Solar Garden Operator informs the Company that it will no longer continue pursuing completion of the Community Solar Garden project, or if the Date of Commercial Operation does not occur within the twenty four (24) month timeline (including day-for-day extensions) detailed in Section 6.D above, the Company shall return to Community Solar Garden Operator the deposit paid. When the deposit qualifies to be returned to the Community Solar Garden Operator, it shall also include interest. Consistent with Minn. Stat. § 325E.02, the rate of interest will be set annually and will be equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November. The interest rate will be rounded to the nearest tenth of one (1) percent. The rate of interest announced by the Commissioner of Commerce on or about December 15 of each year will be the rate of interest that will be paid on deposits returned during the subsequent calendar year.

J. Participation Fee. Each year, the Community Solar Garden Operator will submit a participation fee of $300 to the Company for ongoing costs incurred of administering the Solar*Rewards Community Program. The first participation fee will be charged after the Date of Commercial Operation, and the final participation fee will be charged prior to the Term of the Contract expiring.

(Continued on Sheet No. 9-78)

Date Filed: 09-30-13
By: David M. Sparby
President and CEO of Northern States Power Company, a Minnesota corporation
Effective Date: 09-17-14
Docket No. E002/M-13-867
Order Date: 09-17-14
6. Community Solar Garden Requirements. (Continued)

K. Inverter Capacity. The Community Solar Garden must have an inverter with a capacity of no more than one (1) megawatt alternating current (AC) to assure that the Community Solar Garden has a nameplate capacity of no more than one (1) megawatt AC.

L. Maintenance and Repair of the PV System. The Community Solar Garden Operator shall maintain the PV System and the individual components of the PV System in good working order at all times during the Term of the Contract. If during the Term of the Contract the PV System or any of the individual components of the system should be damaged or destroyed, or taken out of service for maintenance, the Community Solar Garden Operator shall provide the Company written notice within thirty (30) calendar days of the event and promptly repair or replace the damaged or destroyed equipment at the Community Solar Garden Operator’s sole expense. If the time period for repair or replacement is reasonably anticipated to exceed one hundred eighty (180) days, the Company shall have the right to request to terminate this Contract by written notice.

M. No Relocation. The PV system shall be located at the Community Solar Garden as shown in its application at all times during the Term of the Contract.

N. Disclosure of Production Information. The Community Solar Garden Operator acknowledges and agrees that, in order for the Company to carry out its responsibilities in applying Bill Credits to each Subscriber’s bills for electric service, the Company may be required and shall be permitted to provide access or otherwise disclose and release to any Subscriber any and all production data related to the PV System in its possession and information regarding the total Bill Credits applied by the Company with respect to the PV System and any information pertaining to a Subscriber’s Subscription. Any additional detailed information requested by a Subscriber shall be provided only upon the Community Solar Garden Operator’s consent in writing or email to the Company, or unless the Minnesota Public Utilities Commission or the Minnesota Department of Commerce requests that the Company provides such information to the Subscriber.

O. Disclosure of Community Solar Garden Information. The Community Solar Garden Operator acknowledges and agrees that the Company may publicly disclose the Community Solar Garden Location, Community Solar Garden Operator, nameplate capacity and generation data of the Community Solar Garden. Additionally, the Company will periodically provide a bill message to Subscribers clarifying that questions or concerns related to their Subscription should be directed to the Community Solar Garden Operator, including a statement that the Community Solar Garden Operator is solely responsible for resolving any disputes with the Company or the Subscriber about the accuracy of the Community Solar Garden production and that the Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.
6. Community Solar Garden Requirements. (Continued)

P. Certain Tax and Securities Law Issues. The Company makes no warranty or representation concerning the taxable consequences, if any, to Community Solar Garden Operator or its Subscribers with respect to its Bill Credits to the Subscribers for participation in the Community Solar Garden. Additionally, the Company makes no warranty or representation concerning the implication of any federal or state securities laws on how Subscriptions to the Community Solar Garden are handled. The Community Solar Garden Operator and Subscribers are urged to seek professional advice regarding these issues.

Q. Full Cooperation with the MPUC, Minnesota Department of Commerce, and Minnesota Office of the Attorney General. The Parties agree to fully cooperate with any request for information from the MPUC, the Minnesota Department of Commerce, or the Minnesota Office of the Attorney General pertaining in any way to the Community Solar Garden, and will provide such information upon request in a timely manner. To the extent to which any request calls for producing a specific Subscriber’s Account Information, Subscriber Energy Usage Data or Bill Credits, such information shall be provided and marked as Trade Secret or Confidential Information.

R. New PV Systems. The PV System must not be built or previously interconnected at the time of application to the Solar*Rewards Community Program.

S. Fair Disclosure. Prior to the time when any person or entity becomes a Subscriber, the Community Solar Garden Operator will fairly disclose the future costs and benefits of the Subscription, and provide to the potential Subscriber a copy of this Contract. The Community Solar Garden Operator shall comply with all other requirements of the MPUC and applicable laws with respect to communications with Subscribers.
7. **Requirements Applicable to the CSG Application System.** The Community Solar Garden Operator must comply with all of the following:

A. **Required use of the CSG Application System.** The Community Solar Garden Operator must utilize the CSG Application System to submit an application for approval to operate a Community Solar Garden and to manage Subscribers and Subscriptions.

B. **Subscriber Information.** The Community Solar Garden Operator shall issue Subscriptions in the PV System only to eligible retail electric service customers of the Company and provide to the Company the name, account number and service address attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber’s Subscription stated in Watts direct current (DC). The Community Solar Garden Operator shall take care to preserve the privacy expectations of the Subscribers, such as not publicly providing a Subscriber’s Account Information, Subscriber Energy Usage Data, or Bill Credits. The Community Solar Garden Operator will not disclose such information to third parties, other than to the MPUC, the Minnesota Department of Commerce, or the Minnesota Office of Attorney General, unless the Subscriber has provided explicit informed consent or such disclosure is compelled by law or regulation.

C. **Subscription Transfers.** Subscriptions may be transferred or sold to any person or entity who qualifies to be a Subscriber under this Contract or to the Community Solar Garden Operator for resale by the Operator to other Subscribers. A Subscriber may change the premise or account number that the Community Solar Garden energy is attributed to, as long as the Subscriber continues to qualify under these rules. Any transfer of Subscriptions needs to be coordinated through the Community Solar Garden Operator, who in turn needs to provide the required updated information in the CSG Application System within thirty (30) days of the transfer.

D. **Updating Subscriber Information.** On or before five (5) business days immediately preceding the first day of each Production Month, the Community Solar Garden Operator shall provide to the Company any and all changes to the Monthly Subscription Information, by entering new or updating previously-entered data through the use of the CSG Application System. Such data to be entered or changed by the Community Solar Garden Operator shall include additions, deletions or changes to the listing of Subscribers holding Subscriptions in the PV System, including any changes to the Subscriber’s account number and service address attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber’s Subscription, stated in Watts DC.

E. **Responsibility for Verification.** The Community Solar Garden Operator shall verify that each Subscriber is eligible to be a Subscriber in the Community Solar Garden and that the Community Solar Garden Statutory Requirements are met.
8. The Community Solar Garden Operator will give the Company reasonable access to its property and to the electric generating facilities if the configuration of those facilities does not permit disconnection or testing from the Company's side of the interconnection. If the Company enters the Community Solar Garden Operator's property, the Company will remain responsible for its personnel.

9. The Company may stop providing electricity to the Community Solar Garden Operator during a system emergency. The Company will not discriminate against the Community Solar Garden Operator when it stops providing electricity or when it resumes providing electricity. In the event of an emergency requiring disconnection of the Community Solar Garden, the Company shall follow the process, and provide notice to the Community Solar Garden Operator, consistent with the provisions of the Interconnection Agreement, in Section 10 of the Company's rate book, or as otherwise provided for in the Interconnection Agreement.

10. Remedies for Breach. In the event of any breach of this Contract by the Community Solar Garden Operator, then the Company shall have available to it any other remedy provided for in this Contract and any or all of the following remedies which can be used either singularly or cumulatively.
   a. In the event there is a breach resulting in some production from the Community Solar Garden being assigned in excess of a Subscriber’s allowable Subscription under the Community Solar Garden Statutory Requirements, then the Company may treat this excess as Unsubscribed Energy and not provide a Bill Credit to any Subscriber for any such excess production.
   b. For any breach of this Contract by the Community Solar Garden Operator:
      i. At any time the Company seeks a remedy for any breach of this Contract it shall provide in writing a Notice to the Community Solar Garden Operator to remedy the breach within thirty (30) days.
      ii. If after the thirty (30) days provided for in the Notice the Community Solar Garden Operator is still not in compliance with this Contract, then the Company shall have the right to request by written Notice to disconnect the Community Solar Garden from its network if the Community Solar Garden Operator is not in compliance with the Contract within thirty (30) days. The Company shall send copies of the Notice of Disconnection to Community Solar Garden Operator, all Subscribers of the Community Solar Garden, the Department of Commerce, OAG and MPUC.
      iii. The Community Solar Garden Operator, the Department of Commerce, OAG, and/or MPUC may object in writing to the Notice of Disconnection within thirty (30) days. Copies of any written objection shall be provided to all of the above entities. An objection to the Notice of Disconnection will trigger Section 12 of this Contract.
10. Remedies for Breach. In the event of any breach of this Contract by the Community Solar Garden Operator, then the Company shall have available to it any other remedy provided for in this Contract and any or all of the following remedies which can be used either singularly or cumulatively.

b. For any breach of this Contract by the Community Solar Garden Operator: (Continued)

iv. If the Community Solar Garden Operator, the Minnesota Department of Commerce, OAG and/or MPUC do not object to the Notice of Disconnection, the Company is authorized to physically disconnect the Community Solar Garden pursuant to this Notice of Disconnection without providing further notice. No Bill Credits will be applied for any production occurring during physical disconnection. If within ninety (90) days of any such disconnection, the Community Solar Garden Operator returns to being in compliance with the Contract, then the Company will reconnect the Community Solar Garden to its network. Any periods of disconnection will not extend the Term of the Contract. The Community Solar Garden Operator will be financially responsible for the Company’s costs of sending crews to disconnect and reconnect the Community Solar Garden to the Company’s network.

v. If ninety (90) or more consecutive days elapse during which the Community Solar Garden has been disconnected or has otherwise not been in compliance with this Contract, then the Company shall have the right to request to terminate this Contract by written notice to the Community Solar Garden Operator. The Company shall send copies of any Notice requesting termination to all Subscribers of the Community Solar Garden, the Minnesota Department of Commerce, OAG and MPUC. If the Notice is objected to within thirty (30) days by the Community Solar Garden Operator, the Department of Commerce, and/or OAG, Section 12 of this agreement shall apply. Any request to terminate the Contract must be approved by the MPUC, and there is no further obligation of the Parties to perform hereunder following the effective date of such termination except as set forth in Sections 6.G and 16 of this Contract.

c. For any breach of the Interconnection Agreement, the Company shall also have all remedies provided for in Section 10 of the Company’s rate book, or as otherwise provided for in the Interconnection Agreement. In the event this results in disconnection or termination of the Interconnection Agreement, the Company shall provide notice to the Minnesota Department of Commerce, OAG and MPUC. In the event that Community Solar Garden has been disconnected under the terms of the Interconnection Agreement and/or the Interconnection Agreement has been terminated, then the Company shall have the right to request to terminate this Contract by written notice to the Community Solar Garden Operator, with no further obligation of the Parties to perform hereunder following the effective date of such termination. The Company shall send copies of any Notice requesting termination of this Contract to all Subscribers of the Community Solar Garden, the Minnesota Department of Commerce, OAG and MPUC. If the Notice is objected to within thirty (30) days by the Community Solar Garden Operator, the Department of Commerce, and/or OAG, Section 12 of this agreement shall apply. Any request to terminate this Contract must be approved by the MPUC.
10. Remedies for Breach. In the event of any breach of this Contract by the Community Solar Garden Operator, then the Company shall have available to it any other remedy provided for in this Contract and any or all of the following remedies which can be used either singularly or cumulatively. (Continued)

d. In the event of an alleged breach of this Contract by the Community Solar Garden Operator for which the Company sends a Notice pursuant to Section 10(b)(i), Company shall also send a copy of the Notice as soon as practicable to any financing party for the Community Solar Garden whose contact information has been provided to the Company. Any such financing party shall have the right to cure the alleged breach within the cure period provided in Section 10(b)(ii) and Company agrees to accept any such cure as if made by the Community Solar Garden Operator. The Company shall be under no obligation to provide any such financing party with any information that would violate the Data Privacy Policies set forth in Exhibit 1 to Attachment “A” of this Contract. The Company shall be under no obligation to provide any such financing party with any information it may have which is confidential to the Community Solar Garden Operator unless the Community Solar Garden Operator has provided written consent to the Company permitting the release to the financing party of such confidential information.

e. In the event of any breach of this Contract by Company, the Community Solar Garden Operator shall provide Company with a written Notice of the breach. Company shall have up to thirty (30) days to cure the breach. If the breach is not cured within the thirty (30) days, the Community Solar Garden Operator may utilize the procedures set forth in Section 12. If the breach results in Bill Credits not being issued to one or more individual Subscribers, in the absence of a cure by Company within the allowed time following the Notice, the applicable Subscriber(s) may also seek a remedy for any past due Bill Credits from the MPUC pursuant to Section 12.
11. **Limitation of Liability**

   A) Each Party shall at all times indemnify, defend, and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys’ fees and court costs, arising out of or resulting from the Party’s performance of its obligations under this agreement, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the other Party.

   B) Each Party’s liability to the other Party for failure to perform its obligations under this Contract shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

   C) Notwithstanding any other provision, with respect to the Company’s duties or performance or lack of performance under this Contract, the Company’s liability to the Community Solar Garden Operator shall be limited as set forth in the Company’s rate book and terms and conditions for electric service, and shall not be affected by the terms of this Contract. There are no third-party beneficiaries of any Company duty under this Contract other than the Company’s duty to Subscribers to issue Bill Credits as set forth in this Contract, and the duty to a financing party under Section 10.d. of this Contract.

12. **Dispute Resolution**

   A) Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.

   B) In the event a dispute arises under this Contract between the Parties, and if it cannot be resolved by the Parties within thirty (30) days after written notice of the dispute to the other Party, then the Parties may refer the dispute for resolution to the MPUC, which shall maintain continuing jurisdiction over this Agreement.

13. The separately executed power purchase agreement referenced in the Interconnection Agreement for the purchase of power exported by the Community Solar Garden Operator to the Company is not needed. Instead, this Contract shall govern the terms for the power exported by the Community Solar Garden Operator to the Company.
14. **Renewable Energy Credits (RECs)**. Under any of the following conditions, the RECs associated with the Community Solar Garden belong to the Company:

   i. Where the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit, as defined in Minn. Stat. § 216C.411, pursuant to Minn. Stat. §§ 216C.411 through 216C.415. No solar-REC value shall be paid under the present Contract in this circumstance.

   ii. Where the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Solar*Rewards benefit, as defined in Minn. Stat. § 116C.7792. No solar-REC value shall be paid under the present Contract in this circumstance.

   iii. Where the Community Solar Garden Operator has elected to transfer the solar RECs to the Company under this Contract and the Value of Solar rate applicable to the Community Solar Garden has not been reflected in the Solar*Rewards Community Program tariff of the Company's rate book, then compensation to Subscribers for Subscribed Energy will be at the Enhanced bill credit rate as updated annually and found in Solar*Rewards Community Program tariff of the Company's rate book. Without this election, and where the Value of Solar rate applicable to the Community Solar Garden has not been adopted, compensation to Subscribers for Subscribed Energy will be at the Standard bill credit rate as updated annually and found in the Solar*Rewards Community Program tariff of the Company's rate book. The Enhanced bill credit is not available under this Contract where the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit or a Solar*Rewards benefit. The Community Solar Garden Operator indicates immediately below with an “X” or check-mark or marking in the box if it elects to transfer the solar RECs under this Section 14.iii. of this Contract.

   By placing an “X”, or checking or marking this box, the Community Solar Garden Operator indicates its election to transfer the solar RECs to the Company under Section 14.iii. of this Contract. With this election, compensation to Subscribers for Subscribed Energy will be at the applicable Enhanced bill credit rate as found in the Solar*Rewards Community Program tariff of the Company’s rate book. This election is only valid where it is not the case that the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit or a Solar*Rewards benefit. This election shall remain in place for the Term of the Contract, and REC payments will last for the full Term of the Contract.

   iv. Where a Value of Solar rate applicable to the Community Solar Garden has become effective as reflected in the Solar*Rewards Community Program tariff of the Company's rate book. The Value of Solar (VOS) Rate applies where the application of the Community Solar Garden Operator was Deemed Complete on or after January 1, 2017. In such a situation the Value of Solar rate shall be applicable regardless of whether or not the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit or a Solar*Rewards benefit and shall be in place and in lieu of any election the Community Solar Garden Operator may have made in Section 14.iii above.

   v. The application of the Community Solar Garden Operator was Deemed Complete on

The following provisions of Section 14 only apply where the solar RECs associated with the Community Solar Garden belong to the Company under either Section 14.i, 14.ii, 14.iii, or 14.iv of this Contract.
14. **Renewable Energy Credits (RECs).** Under any of the following conditions, the RECs associated with the Community Solar Garden belong to the Company: (Continued)

The Community Solar Garden Operator hereby automatically and irrevocably assigns to Company all rights, title and authority for Company to register the Subscribed Energy and Unsubscribed Energy and own, hold and manage the RECs associated with all such energy in the Company’s own name and to the Company’s account, including any rights associated with any renewable energy information or tracking system that exists or may be established (including but not limited to participants in any applicable REC Registration Program and the United States government) with regard to monitoring, registering, tracking, certifying, or trading such credits. The Community Solar Garden Operator hereby authorizes Company to act as its agent for the purposes of registering, tracking and certifying RECs and the Company has full authority to hold, sell or trade such RECs within its own account of said renewable energy information or tracking systems. Upon the request of Company, at no cost to Company, (i) Community Solar Garden Operator shall deliver or cause to be delivered to Company such attestations and/or certifications of the Community Solar Garden and its associated RECs, and (ii) Community Solar Garden Operator shall cooperate with Company’s registration and certification of the Community Solar Garden. The Company shall own and retain all RECs associated with Subscribed Energy and Unsubscribed Energy produced by the Community Solar Garden.

**A. Definition of Renewable Energy Credits (RECs).** “Renewable Energy Credits” or “RECs” are all attributes of an environmental or other nature that are created or otherwise arise from the Community Solar Garden Operator’s generation of energy using solar energy as a fuel, including, but not limited to, tags, certificates or similar products or rights associated with solar energy as a “green” or “renewable” electric generation resource, including any and all environmental air quality credits, emission reductions, off-sets, allowances or other benefits related to the generation of energy from the Community Solar Garden PV System that reduces, displaces or off-sets emissions resulting from fuel combustion at another location pursuant to any existing or future international, federal, state or local legislation or regulation or voluntary agreement, and the aggregate amount of credits, offsets or other benefits related to the generation of energy from the Community Solar Garden PV System that reduces, displaces or off-sets emissions resulting from fuel combustion at another location pursuant to any existing or future international, federal, state or local legislation or regulation or voluntary agreement and any renewable energy certificates issued pursuant to any program, information system or tracking system associated with the renewable energy generated from the Community Solar Garden PV System. RECs do not include any federal, state or local tax credits, cash grants, production incentives or similar tax or cash benefits for which Community Solar Garden Operator or the Community Solar Garden PV System are eligible or which either receives, or any depreciation, expenses, credits, benefits or other federal, state or local tax treatment for which Community Solar Garden Operator or the Community Solar Garden PV System is eligible or that either receives. (Continued on Sheet No. 9-86)
14. Renewable Energy Credits (RECs). Under any of the following conditions, the RECs associated with the Community Solar Garden belong to the Company: (Continued)


   C. Ownership of RECs. All RECs associated with the Subscribed Energy and Unsubscribed Energy shall be assigned to the Company. By participating as a Community Solar Garden Operator under this Contract, the Community Solar Garden Operator hereby assigns to Company all right title and interest of the Community Solar Garden Operator to all RECs arising out of or associated with the generation of Subscribed Energy and Unsubscribed Energy. None of the Subscribers to the Community Solar Garden shall receive any RECs associated with the Subscribed Energy and Unsubscribed Energy. The Community Solar Garden Operator warrants and represents to the Company that it has or will have at the time of delivery good and sufficient title to all RECs associated with such Subscribed Energy and Unsubscribed Energy output and/or the ability to transfer good and sufficient title of all such RECs to the Company. The Company shall be entitled to all RECs generated by the Community Solar Garden PV System for such Subscribed Energy and Unsubscribed Energy while the Community Solar Garden Operator participates in the service offered in this Contract. The Community Solar Garden Operator hereby automatically and irrevocably assigns to the Company all rights, title and authority for Company to register the Community Solar Garden Operator’s RECs associated with Subscribed Energy and Unsubscribed Energy under the terms of this Contract and to and own, hold and manage these RECs associated with the Community Solar Garden in the Company’s own name and to the Company’s account, including any rights associated with any renewable energy information or tracking system that exists or may be established in Minnesota or other jurisdictions (including but not limited to the United States government) with regard to monitoring, registering, tracking, certifying, or trading such credits. The Community Solar Garden Operator hereby authorizes Company to act as its agent for the purposes of registering, tracking and certifying these RECs and the Company has full authority to hold, sell or trade such RECs to its own account of said renewable energy information or tracking systems. Upon the request of Company from time to time, at no cost to Company, (i) Community Solar Garden Operator shall deliver or cause to be delivered to Company such attestations / certifications of all RECs, and (ii) Community Solar Garden Operator shall provide full cooperation in connection with Company’s registration of the Community Solar Garden Operator’s RECs under this Contract and certification of RECs. The Company shall own all RECs arising out of or associated with the generation of Subscribed Energy and Unsubscribed Energy for all purposes, and be entitled to use them in any manner it chooses.
15. Miscellaneous. The “Miscellaneous” provisions in the Interconnection Agreement between the Parties addressing the following issues are incorporated into this Contract and are fully applicable to this Contract as if set forth in full herein. Where the Interconnection Agreement in the “Miscellaneous” section uses the term “Interconnection Customer”, this shall mean the Community Solar Garden Operator for purposes of the present Contract. Where the Interconnection Agreement in the “Miscellaneous” section uses the term “Agreement”, this shall mean this Contract for purposes of the present Contract.

A. Force Majeure
B. Notices
C. Assignment
D. Non-Waiver
E. Governing Law and Inclusion of Xcel Energy’s Tariffs and Rules
F. Amendment or Modification
G. Entire Agreement
H. Confidential Information
I. Non-Warranty
J. No Partnership

16. Term. The Term of the Contract shall be the same as for the Interconnection Agreement applicable to the Community Solar Garden, and each shall begin when signed by the Parties and end twenty five (25) years after the Date of Commercial Operation unless otherwise provided for in this Contract. In the event of termination, or early termination of this Contract, applicable provisions shall continue in effect after termination to the extent necessary to enforce and complete the duties, obligations or responsibilities of the Parties arising prior to termination and, as applicable, to provide for final billings and adjustments related to the period prior to termination, repayment of any money due and owing to either Party pursuant to this Contract.
SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Contract to be executed by their duly authorized representatives. This Contract is effective as of the last date set forth below. Each Party may sign using an electronic signature. Electronic signatures shall have the same effect as original signatures.

Community Solar Garden Operator

By: _________________________________
Name: _______________________________
Title: ________________________________
Date: ________________________________

Northern States Power Company, a Minnesota corporation

By: _________________________________
Name: _______________________________
Title: ________________________________
Date: ________________________________

(Continued on Sheet No. 9-89)
EXHIBIT C
[RESERVED]
EXHIBIT D

SOLAR*REWARDS COMMUNITY
SUBSCRIBER AGENCY AGREEMENT
AND CONSENT FORM

[SEE ATTACHED]
Solar*Rewards Community
Subscriber Agency Agreement and Consent Form

The undersigned ("Subscriber") has a Subscription to the following Community Solar Garden:

<table>
<thead>
<tr>
<th>Community Solar Garden Name:</th>
<th>Community Solar Garden Address:</th>
</tr>
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<tbody>
<tr>
<td>___________________________</td>
<td>_______________________________</td>
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</tbody>
</table>

| Community Solar Garden Operator: | Community Solar Garden contact information for Subscriber questions and complaints: |
| --------------------------------- | Address (if different from above): |
| _______________________________ | _______________________________ |
|                                 | Telephone number: ______________ |
|                                 | Email address: _________________ |
|                                 | Web Site URL: __________________ |
|                                 | Fax: __________________________ |

<table>
<thead>
<tr>
<th>Subscriber Name:</th>
<th>Subscriber Service Address where receiving electrical service from Northern States Power Company:</th>
</tr>
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<tbody>
<tr>
<td>__________________</td>
<td>_____________________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subscriber’s Account Number with Northern States Power Company:</th>
<th>Subscriber Mailing Address (If different from above):</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
<td>_______________________________________________</td>
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</table>

(Continued on Sheet No. 9-90)
By signing this Solar*Rewards Community Subscriber Agency Agreement and Consent Form, the Subscriber agrees to all of the following:

1. **Assignment of Renewable Energy Credits ("RECs"), Energy and Capacity to Northern States Power Company, a Minnesota corporation.** The Subscriber agrees that the Community Solar Garden Operator has authority to assign all energy produced and capacity associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and the Subscriber agrees that all energy produced, and capacity associated with the Subscriber’s share of the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company. The Subscriber also agrees that the Community Solar Garden Operator has authority to assign all RECs associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and that if the Community Solar Garden or a person or entity on its behalf has assigned the RECs to Northern States Power Company, then all RECs associated with the Subscriber’s share of the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company.

2. **Tax Implications.** The Community Solar Garden Operator has provided the Subscriber with a statement that Northern States Power Company makes no representations concerning the taxable consequences to the Subscriber with respect to its Bill Credits to the Subscriber or other tax issues relating to participation in the Community Solar Garden.

(Continued on Sheet No. 9-91)
3. Northern States Power Company hereby discloses to the Subscriber that it recognizes that not all production risk factors, such as grid-failure events or atypically cloudy weather, are within the Community Solar Garden Operator’s control.

4. Information Sharing. Participating in the Solar*Rewards Community Program will require sharing Subscriber’s Account Information (name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, Subscriber specific Bill Credit(s)) and Subscriber’s Energy Usage Data (data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber’s electric usage or electricity production for the service address and account number identified for participation in the Community Solar Garden). The following outlines the type of information that will be shared, and how that information will be used.

   a. Subscriber’s Account Information and Subscriber Energy Usage Data. The Subscriber authorizes Northern States Power Company to provide the Community Solar Garden Operator (and the Community Solar Garden Operator’s designated subcontractors and agents) with the Subscriber’s Account Information and Subscriber’s Energy Usage Data as described in Section 4 above. This information is needed to allow the Community Solar Garden Operator determine the extent to which the Subscriber is entitled to participate in the Community Solar Garden, and to validate the amount of the Bill Credits to be provided by Northern States Power Company to the Subscriber. The current data privacy policies of Northern States Power Company applicable to its Solar*Rewards Community Program provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above are attached as Exhibit 1 of this Solar*Rewards Community Subscriber Agency Agreement and Consent Form. These privacy policies include definitions of “Subscriber’s Account Information” and “Subscriber’s Energy Usage Data.”
4. Information Sharing. (Continued)

b. Subscriber’s Subscription Information: The Subscriber authorizes the Community Solar Garden Operator to provide information to Northern States Power Company identifying the Subscriber (with the Subscriber’s name, service address, and account number) and detailing the Subscriber’s proportional share in kilowatts of the Community Solar Garden and to provide additional updates of this information to Northern States Power Company as circumstances change. This information is needed to allow Northern States Power Company to properly apply Bill Credits for the photovoltaic energy generated by the Community Solar Garden. Also, this information is needed to allow Northern States Power Company to send to the Subscriber notices or other mailings pertaining to their involvement in the Solar*Rewards Community Program. The Community Solar Garden Operator shall not disclose Subscriber information in annual reports or other public documents absent explicit, informed consent from the Subscriber. The Community Solar Garden Operator will not release any Subscriber data to third parties except to fulfill the regulated purposes of the Solar*Rewards Community Program, to comply with a legal or regulatory requirement, or upon explicit, informed consent from the Subscriber.

c. Aggregated Information. Aggregated information concerning production at the Community Solar Garden may be publicly disclosed to support regulatory oversight of the Solar*Rewards Community Program. This includes annual reports available to the public related to specific Community Solar Gardens, including but not limited to production from the Community Solar Gardens; size, location and the type of Community Solar Garden subscriber groups; reporting on known complaints and the resolution of these complaints; lessons learned and any potential changes to the Solar*Rewards Community Program; reporting on Bill Credits earned and paid; and reporting on the application process. Aggregated information will not identify individual Subscribers or provide Subscriber-Specific Account Information, Subscriber-Specific Energy Usage Data or Subscriber-specific Bill Credits unless a Subscriber provides explicit informed consent. Depending on the nature of the aggregated information, however, it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden. The Subscriber agrees to the inclusion of its production information in the creation of the aggregated information. The Community Solar Garden Operator will not use aggregated information for purposes unrelated to the Solar*Rewards Community Program without first providing notice and obtaining further consent, unless the aggregated information is otherwise available as public information. The policies of Northern States Power Company related to sharing aggregated information are part of the data privacy policies contained in the attached Exhibit 1 of this Solar*Rewards Community Subscriber Agency Agreement and Consent Form and should be provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above.

d. Information Requests from the MPUC or the Department of Commerce. The Subscriber agrees that the Community Solar Garden Operator and Northern States Power Company are authorized to provide any information they possess related to the Subscriber or the Subscriber’s participation in the Community Solar Garden to the Minnesota Public Utilities Commission (MPUC), the Minnesota Department of Commerce, or the Minnesota Office of Attorney General. This information is needed to allow proper regulatory oversight of Northern States Power Company and of the Solar*Rewards Community Program.
4. Information Sharing. (Continued)

e. Liability Release. Northern States Power Company shall not be responsible for monitoring or taking any steps to ensure that the Community Solar Garden Operator maintains the confidentiality of the Subscriber’s Account Information, the Subscriber’s Energy Usage or the Bill Credits received pertaining to the Subscriber’s participation in the Community Solar Garden. However, Northern States Power Company shall remain liable for its own inappropriate release of Subscriber’s Account Information and Subscriber’s Energy Use Data.

f. Duration of Consent. The Subscriber’s consent to this information sharing shall be ongoing for the Term of the Contract between the Community Solar Garden Operator and Northern States Power Company, or until the Subscriber no longer has a Subscription to the Community Solar Garden and the Community Solar Garden Operator notifies Northern States Power Company of this fact through the CSG Application System. Provided, however, the Subscriber’s consent shall also apply thereafter to all such information of the Subscriber pertaining to that period of time during which the Subscriber had a Subscription to the Community Solar Garden.

g. Successor or Assigns. This Subscriber Agency Agreement and Consent Form shall apply fully to all successors or assigns of the Community Solar Garden Operator, and to all subsequent successors or assigns, without the need for Subscriber’s consent.

h. Modification. The above provisions addressing data privacy and in Exhibit 1 shall remain in place until and unless other requirements are adopted by the MPUC in its generic privacy proceeding, Docket No. E, G999/CI-12-1344, or other MPUC Order. Northern States Power Company shall file necessary revisions to its tariffs and contracts within thirty (30) days of such Order.

5. Subscriber Disclosures.

a. Customer data can provide insight into activities within the premise receiving utility service. Northern States Power Company may not disclose customer data except (1) if you authorize the disclosure, (2) to contracted agents that perform services on behalf of the utility, or (3) as otherwise permitted or required by regulations.

b. Not authorizing disclosure will not affect utility service, but will impact a proposed Subscriber’s ability to participate in the Solar*Rewards Community program.

c. Subscribers may access their standard customer data from Northern States Power Company without any additional charge.

d. Northern States Power Company will have no control over the data disclosed pursuant to this consent, and will not be responsible for monitoring or taking any steps to ensure that the data recipient maintains the confidentiality of the data or uses the data as authorized by you. Please be advised that you may not be able to control the use or misuse of your data once it has been released.

(Continued on Sheet No. 9-93.1)
5. Subscriber Disclosures. (Continued)

e. In addition to the Subscriber data described above, the data recipient may also receive the following from Northern States Power Company: your name; account number; service number; meter number; utility type; service address; premise number; premise description; meter read date(s); number of days in the billing period; utility invoice date; base rate bill amount; other charges including base rate and non-base rate adjustments; taxes; and invoice total amount. Northern States Power Company will not provide any other information, including personally identifiable information such as your Social Security Number or any financial account number to the data recipient through this consent form.

f. For additional information, including the Xcel Energy privacy policy that applies to Northern States Power Company, visit: xcelenergy.com.

Subscriber’s Name: ___________________________

Subscriber’s Signature: ___________________________

Print or Type name and Title of signatory if Subscriber is a corporation or unit of government: ___________________________

Date: ___________________________
EXHIBIT 1 TO
Attachment "A" to
Solar*Rewards Community Subscriber Agency Agreement and Consent Form

Data Privacy Policies of Northern States Power Company Pertaining to the Solar*Rewards Community Program

The data privacy policies of Northern States Power Company pertaining to the Solar*Rewards Community Program are as follows and may be changed from time to time as filed in the Company’s tariff or as otherwise may be authorized by the Minnesota Public Utilities Commission ("MPUC"): 

Definitions

Unless indicated otherwise, the same definition and meaning of terms in this document are the same as contained in the Standard Contract for Solar*Rewards Community. For ease of reference, here are some of the specific definitions:


"Subscribed Energy" means electricity generated by the PV System attributable to the Subscribers' Subscriptions and delivered to the Company at the Production Meter on or after the Date of Commercial Operation.

"Subscriber" means a retail customer of the Company who owns one or more Subscriptions of a community solar garden interconnected with the Company.

"Subscriber's Account Information" consists of the Subscriber's name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber; and Subscriber specific Bill Credit(s).

"Subscriber's Energy Usage Data" includes the past, present and future electricity usage attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden.

(Continued on Sheet No. 9-95)
Overview

This section addresses how Subscriber's Account Information and Subscriber's Energy Usage Data will be collected, used and shared as part of participation in the Solar*Rewards Community Program.

1. How Subscriber's Account Information and Energy Usage Data Will Be Exchanged

   a. Subscriber Specific Information

   Once a Subscriber has executed a Subscriber Agency Agreement and Consent Form, an ongoing data exchange will occur between the Company and a Community Solar Garden Operator (and their designated subcontractors and agents):

   (i) The Company will disclose the following Subscriber-specific information to the Community Solar Garden Operator:

      • Subscriber's Account Information
      • Subscriber's Energy Usage Data
      • Bill credits

   (ii) The Community Solar Garden Operator will disclose to the Company the following Subscriber-specific information:

      • Subscriber's Account Information
      • Community Solar Garden Allocation for each Subscriber's Subscription stated in kW
      • Production data related to the PV System
      • Monthly Subscription Information

   b. Aggregated Subscriber Information

   Aggregated Subscriber information will be reported as part of Permitted Public Reporting, outlined in Section 2(b) below.

   To be considered "aggregated" the reported information must include information attributable to all Subscribers participating in a specific Solar*Rewards Community program site, which based on program requirements will contain a minimum of five Subscribers. Depending on the nature of the aggregated information, however, from this information alone or in combination with other publicly available information it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden.
2. **How Subscriber's Information Will Be Used**

The following outlines how the Subscriber's Account Information and Subscriber Energy Usage Data will be used as part of the Solar*Rewards Community Program.

   a. Program Management

As part of administering the Solar*Rewards Community program, the Solar Garden Operator and the Company may provide information related to the Subscriber and/or the Community Solar Garden to:

   • the MPUC
   • the Minnesota Department of Commerce
   • the Minnesota Office of Attorney General
   • Other governmental or private entities as required by law or regulation

Additionally, as part of administering the Solar*Rewards Community program, the Company may share Subscriber's Account Information and Subscriber's Energy Usage Data to service providers, agents, or contracted agents who support the program on its behalf. The Company prohibits these service providers from using or disclosing the Subscriber's information except as necessary to perform these specific services or to comply with legal requirements. More information about the Company's general privacy practices is explained in its Privacy Policy available on [www.xcelenergy.com](http://www.xcelenergy.com).

   b. Permitted Public Reporting

The Subscriber's Energy Usage Data of each participating Subscriber to a Community Solar Garden will be combined and reported in the aggregate by the Community Solar Garden Operator in its annual report on the Solar*Rewards Community program. The identity of specific Subscribers, the specific Subscriber's Account Information, Subscriber's Energy Usage Data and Subscriber-specific Bill Credit will not be listed in the public annual report unless the Subscriber has provided the Community Solar Garden Operator with prior written consent.

Per the requirements of the MPUC, the Company will provide to the MPUC annual reports which will include information or data requested by the MPUC or Minnesota Department of Commerce, including the following:

   • Reporting on Solar*Rewards Community program costs, including an analysis of the deposit, application, participation and metering fees and further justification for these fees going forward;
   • Reporting on the Solar*Rewards Community Gardens, including but not limited to size, location and the type of Solar*Rewards Community subscriber groups;
   • Reporting on known complaints and the resolution of these complaints;
   • A copy of each contract signed with a Community Solar Garden Operator, if not previously filed;
   • Lessons learned and any potential changes to the program;
   • Report on bill credits earned and paid; and the Application process

(Continued on Sheet No. 9-97)

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Date Filed: 09-30-13
By: David M. Sparby
President and CEO of Northern States Power Company, a Minnesota corporation

Effective Date: 09-17-14

Docket No.: E002/M-13-867

Order Date: 09-17-14

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2. **How Subscriber’s Information Will Be Used (Continued)**

c. Prohibited Reporting or Sharing

Except as otherwise provided in this document, the Company will not disclose the Subscriber’s Account Information, Subscriber’s Energy Usage Data or Subscriber-specific Bill Credits to a third party without first obtaining the Subscriber’s written consent.

Any requests by the Community Solar Garden Operator to the Company for information about a Subscriber that is not Subscriber’s Account Information or Subscriber’s Energy Usage Data will require execution of a separate written consent by the Subscriber. Notwithstanding the previous statement, the Company will not provide the Community Solar Garden Operator with the Subscriber’s Social Security Number unless directed to do so by the MPUC or Minnesota Department of Commerce or compelled by law or regulation.

3. **Subscriber Data Access and Correction**

The following outlines what information is available to the Subscriber from the Company and the Community Solar Garden Operator, and methods of correcting any inaccuracies.

   a. Information Available from the Company

Subscribers can contact the Company’s call center to obtain information pertaining to their specific Bill Credit attributable to their participation in Solar*Rewards Community Program. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Community Solar Garden Operator for Unsubscribed Energy, pertaining to a particular month due to any inaccuracy reflected in such Monthly Subscription Information with regard to a Subscriber’s Subscription in the PV System and the beneficial share of photovoltaic energy produced by the PV System, or the share of Unsubscribed Energy, shall be the full responsibility of the Community Solar Garden Operator, unless such inaccuracies are caused by the Company.

Subscribers may also obtain from the Company the following information related to the Solar*Rewards Community Program without obtaining written consent from the Community Solar Garden Operator:

- Community Solar Garden Address
- Operator name
- Nameplate capacity
- Production data related to the PV system
- Bill Credit Rate and total amount of Bill Credits applied to the PV System
- Any other information pertaining to the Subscriber’s Subscription

Other information regarding the Community Solar Garden Operator known to the Company will not be disclosed unless the Subscriber obtains prior explicit informed consent from the Community Solar Garden Operator or unless directed to do so by the MPUC or Minnesota Department of Commerce or compelled by law or regulation.
3. **Subscriber Data Access and Correction (Continued)**

   b. Information Available from the Community Solar Garden Operator

Subscribers and prospective subscribers can contact the Community Solar Garden Operator to obtain the following information:

- Future costs and benefits of the Subscription, including:
  - All nonrecurring (i.e., one-time) charges;
  - All recurring charges;
  - Terms and conditions of service;
  - Whether any charges may increase during the course of service, and if so, how much advance notice is provided to the Subscriber;
  - Whether the Subscriber may be required to sign a term contract;
  - Terms and conditions for early termination;
  - Any penalties that the Community Solar Garden may charge to the Subscriber;
  - The process for unsubscribing and any associated costs;
  - An explanation of the Subscriber data the Community Solar Garden Operator will share with Northern States Power Company and that Northern States Power Company will share with the Community Solar Garden Operator;
  - The data privacy policies of Northern States Power Company and of the Community Solar Garden Operator;
  - The method of providing notice to Subscribers when the Community Solar Garden is out of service, including notice of estimated length and loss of production;
  - Assurance that all installations, upgrades and repairs will be under direct supervision of a NABCEP-certified solar professional and that maintenance will be performed according to industry standards, including the recommendations of the manufacturers of solar panels and other operational components;
  - Allocation of unsubscribed production; and
  - A statement that the Community Solar Garden Operator is solely responsible for resolving any disputes with Northern States Power Company or the Subscriber about the accuracy of the Community Solar Garden production and that Northern States Power Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.

- Copy of the contract with Northern States Power Company for the Solar*Rewards Community Program
- Copy of the solar panel warranty
- Description of the compensation to be paid for any underperformance
- Proof of insurance
- Proof of a long-term maintenance plan
- Current production projections and a description of the methodology used to develop production projections
- Community Solar Garden Operator contact information for questions and complaints
- Demonstration to the Subscriber by the Community Solar Garden Operator that it has sufficient funds to operate and maintain the Solar*Rewards Community Program

(Continued on Sheet No. 9-99)
3. **Subscriber Data Access and Correction**

   b. Information Available from the Community Solar Garden Operator (Continued)

   The Community Solar Garden Operator is solely responsible for the accuracy of the Subscriber's share of the Community Solar Garden production information forwarded to the Company, and should resolve with the Subscriber any dispute regarding the accuracy of such information.

   Subscribers can submit comments to the Company on the accuracy and completeness of its annual report by contacting SRCMN@xcelenergy.com.

4. **Data Retention**

   The Company will retain the Subscriber's Account Information, Subscriber's Energy Usage Data and information on Bill Credits for as long as required under applicable law.
EXHIBIT E

[RESERVED]
**EXHIBIT F**

**ENERGY PRICE**

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Energy Price ($/kWh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$ 0.09060</td>
</tr>
<tr>
<td>2</td>
<td>$ 0.09282</td>
</tr>
<tr>
<td>3</td>
<td>$ 0.09508</td>
</tr>
<tr>
<td>4</td>
<td>$ 0.09740</td>
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<tr>
<td>5</td>
<td>$ 0.09977</td>
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<tr>
<td>6</td>
<td>$ 0.10219</td>
</tr>
<tr>
<td>7</td>
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<td>8</td>
<td>$ 0.10721</td>
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<td>9</td>
<td>$ 0.10980</td>
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<tr>
<td>10</td>
<td>$ 0.11245</td>
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<td>11</td>
<td>$ 0.11516</td>
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<tr>
<td>12</td>
<td>$ 0.11793</td>
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<tr>
<td>13</td>
<td>$ 0.12077</td>
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<tr>
<td>14</td>
<td>$ 0.12367</td>
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<tr>
<td>15</td>
<td>$ 0.12664</td>
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<td>16</td>
<td>$ 0.12967</td>
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<td>17</td>
<td>$ 0.13277</td>
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<tr>
<td>18</td>
<td>$ 0.13595</td>
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<td>19</td>
<td>$ 0.13919</td>
</tr>
<tr>
<td>20</td>
<td>$ 0.14251</td>
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<td>21</td>
<td>$ 0.14590</td>
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<td>22</td>
<td>$ 0.14937</td>
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<td>23</td>
<td>$ 0.15292</td>
</tr>
<tr>
<td>24</td>
<td>$ 0.15655</td>
</tr>
<tr>
<td>25</td>
<td>$ 0.16027</td>
</tr>
</tbody>
</table>
EXHIBIT G

CALCULATION OF ESTIMATED BENEFITS TO SUBSCRIBER

NOTWITHSTANDING THIS CALCULATION OF ESTIMATED BENEFITS, OPERATOR DOES NOT GUARANTY THE PERFORMANCE OF THE PROJECT AND SHALL NOT BE LIABLE FOR ANY SHORTFALL IN BENEFITS TO SUBSCRIBER.

Inputs

<table>
<thead>
<tr>
<th>PPA Rate:</th>
<th>$ 0.09060</th>
<th>Type of Service:</th>
<th>General Service</th>
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<td>2.27%</td>
<td>Total Subscription (kWh):</td>
<td>6,000,000</td>
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<td>Bill Credit</td>
<td>$ 0.09760 (2018 ARR, published 2/1/18)</td>
<td>Term (Years):</td>
<td>25</td>
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<tr>
<td>Bill Credit Escalator:</td>
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<td>Degradation Factor:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual kWh</th>
<th>Bill Credit per kWh</th>
<th>Annual Credit</th>
<th>PPA Cost per kWh</th>
<th>Annual Cost</th>
<th>PPA Cost per kWh</th>
<th>Annual Cost</th>
<th>Annual Savings</th>
<th>Cumulative Savings</th>
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<td>Year 3</td>
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<td>($564,797)</td>
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<td>Year 4</td>
<td>5,910,449</td>
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<td>$617,043</td>
<td>($0.097399)</td>
<td>($575,669)</td>
<td>$41,373</td>
<td>$166,744</td>
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<td>Year 5</td>
<td>5,880,897</td>
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<td>$627,894</td>
<td>($0.099768)</td>
<td>($586,728)</td>
<td>$41,166</td>
<td>$207,910</td>
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<td>Year 6</td>
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<td>$638,937</td>
<td>($10.2192)</td>
<td>($597,976)</td>
<td>$40,960</td>
<td>$248,871</td>
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<td>Year 7</td>
<td>5,822,235</td>
<td>$0.111671</td>
<td>$650,173</td>
<td>($10.4671)</td>
<td>($609,418)</td>
<td>$40,756</td>
<td>$289,627</td>
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<td>Year 8</td>
<td>5,793,124</td>
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<td>$661,608</td>
<td>($10.7206)</td>
<td>($621,056)</td>
<td>$40,552</td>
<td>$330,178</td>
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<td>Year 9</td>
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<td>$673,243</td>
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<td>($632,894)</td>
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<td>($11.2449)</td>
<td>($644,935)</td>
<td>$40,147</td>
<td>$410,675</td>
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<td>Year 11</td>
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<td>$697,131</td>
<td>($11.5161)</td>
<td>($657,184)</td>
<td>$39,947</td>
<td>$450,622</td>
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<td></td>
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<tr>
<td>Year 12</td>
<td>5,678,127</td>
<td>$0.124934</td>
<td>$709,391</td>
<td>($11.7934)</td>
<td>($669,644)</td>
<td>$39,747</td>
<td>$490,368</td>
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<tr>
<td>Year 13</td>
<td>5,649,737</td>
<td>$0.127770</td>
<td>$721,867</td>
<td>($12.0707)</td>
<td>($682,319)</td>
<td>$39,548</td>
<td>$529,917</td>
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<tr>
<td>Year 14</td>
<td>5,621,488</td>
<td>$0.130670</td>
<td>$734,562</td>
<td>($12.3670)</td>
<td>($695,212)</td>
<td>$39,350</td>
<td>$569,267</td>
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<tr>
<td>Year 15</td>
<td>5,593,381</td>
<td>$0.133637</td>
<td>$747,480</td>
<td>($12.6637)</td>
<td>($708,327)</td>
<td>$39,154</td>
<td>$608,421</td>
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<td>Year 16</td>
<td>5,565,414</td>
<td>$0.136670</td>
<td>$760,626</td>
<td>($12.9670)</td>
<td>($721,668)</td>
<td>$38,958</td>
<td>$647,379</td>
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<tr>
<td>Year 17</td>
<td>5,537,587</td>
<td>$0.139773</td>
<td>$774,003</td>
<td>($13.2773)</td>
<td>($735,240)</td>
<td>$38,763</td>
<td>$686,142</td>
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<tr>
<td>Year 18</td>
<td>5,509,899</td>
<td>$0.142945</td>
<td>$787,615</td>
<td>($13.5945)</td>
<td>($749,045)</td>
<td>$38,569</td>
<td>$724,711</td>
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<tr>
<td>Year 19</td>
<td>5,482,349</td>
<td>$0.146190</td>
<td>$801,466</td>
<td>($13.9190)</td>
<td>($763,090)</td>
<td>$38,376</td>
<td>$763,087</td>
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<td>Year 20</td>
<td>5,454,938</td>
<td>$0.149509</td>
<td>$815,561</td>
<td>($14.2509)</td>
<td>($777,376)</td>
<td>$38,185</td>
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<td>Year 21</td>
<td>5,427,663</td>
<td>$0.152903</td>
<td>$829,904</td>
<td>($14.5903)</td>
<td>($791,910)</td>
<td>$37,994</td>
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<td>Year 22</td>
<td>5,400,525</td>
<td>$0.156374</td>
<td>$844,499</td>
<td>($14.9374)</td>
<td>($806,695)</td>
<td>$37,804</td>
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<td>Year 23</td>
<td>5,373,522</td>
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<td>$859,351</td>
<td>($15.2923)</td>
<td>($821,736)</td>
<td>$37,615</td>
<td>$914,684</td>
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<td>Year 24</td>
<td>5,346,654</td>
<td>$0.163553</td>
<td>$874,464</td>
<td>($15.6553)</td>
<td>($837,037)</td>
<td>$37,427</td>
<td>$952,111</td>
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<td>Year 25</td>
<td>5,319,921</td>
<td>$0.167266</td>
<td>$889,843</td>
<td>($16.0266)</td>
<td>($852,603)</td>
<td>$37,239</td>
<td>$989,350</td>
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</tr>
</tbody>
</table>
EXHIBIT H

NAME AND LOCATION OF CSG SOLAR GARDENS SITES

[TO BE ADDED PRIOR TO COMMERCIAL OPERATION]

CSG Site Name:
CSG Site Address:
CSG Xcel Application #:
Nameplate Capacity (Watts DC):
Subscription Size:
Estimated Commercial Operation Date:
City Council Agenda Item #10B  
Meeting of Jan. 28, 2019

Brief Description: 2019 Pay Equity Implementation Report

Recommended Action: Approve and authorize the submittal of the 2019 Pay Equity Implementation Report

Background

In 1984, the State of Minnesota adopted pay equity legislation that was intended to correct the historic sex bias in wages paid to female employees. As a result, every city must use a job evaluation system to determine the comparable worth of the work performed by each class of its employees, and ensure that female-dominated jobs are not systematically paid less than male-dominated jobs of comparable worth. The city utilizes the Job Evaluator System through Benjamin Consulting Group. All public jurisdictions are required to submit a report every three years showing the status of their compliance with the law.

The 2019 report for the city of Minnetonka is attached. Our analysis of the data shows we are in compliance with the law. The report must be approved by the city council and submitted by Jan. 31, 2019.

Recommendation

Staff recommends the city council approve the city of Minnetonka's Pay Equity Implementation Report and authorize the submittal to the Pay Equity Office at Minnesota Management and Budget.

Submitted through:
   Geralyn Barone, City Manager
   Perry Vetter, Assistant City Manager

Originated by:
   Jason Branstrom, Human Resources Manager
The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

<table>
<thead>
<tr>
<th></th>
<th>Male Classes</th>
<th>Female Classes</th>
<th>Balanced Classes</th>
<th>All Job Classes</th>
</tr>
</thead>
<tbody>
<tr>
<td># Job Classes</td>
<td>51</td>
<td>47</td>
<td>9</td>
<td>107</td>
</tr>
<tr>
<td># Employees</td>
<td>154</td>
<td>58</td>
<td>26</td>
<td>238</td>
</tr>
<tr>
<td>Avg. Max Monthly Pay per employee</td>
<td>6,676.14</td>
<td>6,367.84</td>
<td></td>
<td>6,473.56</td>
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</tbody>
</table>

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 92.16 *

<table>
<thead>
<tr>
<th></th>
<th>Male Classes</th>
<th>Female Classes</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. # At or above Predicted Pay</td>
<td>32</td>
<td>28</td>
</tr>
<tr>
<td>b. # Below Predicted Pay</td>
<td>19</td>
<td>19</td>
</tr>
<tr>
<td>c. TOTAL</td>
<td>51</td>
<td>47</td>
</tr>
<tr>
<td>d. % Below Predicted Pay</td>
<td>(b divided by c = d)</td>
<td>37.25</td>
</tr>
</tbody>
</table>

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

| Degrees of Freedom (DF) | 210 | Value of T = -3.073 |

| a. Avg. diff. in pay from predicted pay for male jobs | ($31) |
| b. Avg. diff. in pay from predicted pay for female jobs | $223 |

III. SALARY RANGE TEST = 95.42 (Result is A divided by B)

<table>
<thead>
<tr>
<th></th>
<th>2.86</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Avg. # of years to max salary for male jobs</td>
<td>2.86</td>
</tr>
<tr>
<td>B. Avg. # of years to max salary for female jobs</td>
<td>3.00</td>
</tr>
</tbody>
</table>

IV. EXCEPTIONAL SERVICE PAY TEST = 100.00 (Result is B divided by A)

<table>
<thead>
<tr>
<th></th>
<th>100.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. % of male classes receiving ESP</td>
<td>100.00*</td>
</tr>
<tr>
<td>B. % of female classes receiving ESP</td>
<td>100.00</td>
</tr>
</tbody>
</table>

*(If 20% or less, test result will be 0.00)
Part A: Jurisdiction Identification

Jurisdiction: Minnetonka
14600 Minnetonka Boulevard
Minnetonka MN 55345

Contact: Perry Vetter Phone: (952) 939-8216 E-Mail: pvetter@eminnetonka.com
Contact: Jason Branstrom Phone: (952) 939-8214 E-Mail: jbranstrom@eminnetonka.com

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.
   The system used was: Consultant's System
   Description:
   "Job Evaluator" took by Benjamin Consulting Group.
   State required factors matched to factors with a clearly defined set of levels along and present number of points assigned to each level.

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and:
   There is no difference and female classes are not at a disadvantage.

3. An official notice has been posted at:
   Employee Bulletin Boards
   (prominent location)
   informing employees that the Pay Equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

   The report was approved by:
   City Council
   (governing body)
   Brad Wiersum
   (chief elected official)
   Mayor
   (title)

[X] Checking this box indicates the following:
   - signature of chief elected official
   - approval by governing body
   - all information is complete and accurate, and
   - all employees over which the jurisdiction has final budgetary authority are included

Date Submitted:

Part C: Total Payroll

$22,767,000.00

is the annual payroll for the calendar year just ended December 31.
Brief Description
Resolution approving preliminary plat of INVERNESS ESTATES, a two-lot subdivision at 13321 Inverness Road

Recommendation
Adopt the resolution approving the preliminary plat

Proposal
Whitten Associates, Inc. is proposing to divide the existing 1.3-acre property into two, single-family lots. The existing home and garage would be removed and two new homes would be constructed.

Planning Commission Hearing
The planning commission considered the request on Jan. 17, 2019. Staff recommended approval of the plat, noting that it would meet all minimum standards of both the subdivision and tree protection ordinances. The staff report, various plans and documents describing the project are attached. Though a public hearing was opened, no comments were received.

Planning Commission Recommendation
On a 6-0 vote, the commission recommended that the city council approve the preliminary plat. Meeting minutes are attached.

Staff Recommendation
Resolution approving preliminary plat of INVERNESS ESTATES, a two-lot subdivision at 13321 Inverness Road.

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

Originator: Susan Thomas, AICP, Assistant City Planner
MINNETONKA PLANNING COMMISSION
Jan. 17, 2019

Brief Description
Preliminary plat of INVERNESS ESTATES, a two-lot subdivision at 13321 Inverness Road

Recommendation
Recommend the city council adopt the resolution approving the preliminary plat

Introduction
The roughly 1.3-acre subject property is located west of the Inverness Road/Wyola Road intersection. The highest point property is situated in the northwest corner of the lot; grade falls downward from this point to the adjacent roadways. The property contains 28 high priority trees – of primarily oak and pine species – and a single-family home and detached garage.

Proposal
Whitten Associates, Inc. is proposing to divide the property into two, single-family lots. The existing home and garage would be removed and two new homes would be constructed.

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

• Would the proposal meet minimum subdivision standards?
Yes. The subdivision ordinance outlines minimum area and dimensional standards for single-family residential lots. As submitted, the subdivision would meet all minimum standards.

<table>
<thead>
<tr>
<th></th>
<th>Area</th>
<th>Width</th>
<th>Depth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total</td>
<td>Buildable</td>
<td>Setback</td>
</tr>
<tr>
<td>Required</td>
<td>22,000 sq.ft.</td>
<td>3,500 sq.ft.</td>
<td>110 ft</td>
</tr>
<tr>
<td>Lot 1</td>
<td>29,355 sq ft.</td>
<td>13,295 sq ft.</td>
<td>190 ft</td>
</tr>
<tr>
<td>Lot 2</td>
<td>28,930 sq ft.</td>
<td>13,355 sq ft.</td>
<td>140 ft</td>
</tr>
</tbody>
</table>

• Would the proposal meet the tree ordinance?
Yes. Based on the submitted grading plans, nine of the site’s 27 high-priority trees would be removed or significantly impacted. This 33 percent removal/impact would be allowed under the tree protection ordinance.
Staff Recommendation

Recommend the city council adopt the resolution approving the preliminary plat of INVERNESS ESTATES, a two-lot subdivision at 13321 Inverness Road.

Originator: Susan Thomas, AICP, Assistant City Planner
Through: Loren Gordon, AICP, City Planner
Supporting Information

**Surrounding Land Uses**
The property is surrounded by single-family homes.

**Planning**
- Guide Plan designation: low-density residential
- Zoning: R-1

**Grading**
As is required for all preliminary plat applications, the applicant has submitted a general grading plan. Specific grading plans would be submitted and reviewed in conjunction with any building permit applications.

To accommodate the new homes, the general grading plan suggests – some areas of fill east of the proposed home pad sites and some re-grading to “match” existing grades west of the homes.

**Tree Removal**
By city code, no more than 35% of a property’s high priority trees may be removed to accommodate subdivision. A tree is considered removed if: (1) it is physically removed; (2) 30% or more of the trunk circumference is injured; (3) 30% or more of the crown is trimmed; (4) an oak is trimmed between April 1st and July 15th; or (5) the following percentage of the critical root zone is compacted, cut, filled or paved – 30 percent of the critical root zone for all species, except 40 percent for ash, elm, poplar species, silver maple and boxelder.

The subject property contains 28 high priority trees, 15 significant trees, and 3 trees that are not regulated due to their size or health. Based on the submitted plans:

<table>
<thead>
<tr>
<th></th>
<th>Total Number</th>
<th>Removed</th>
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</thead>
<tbody>
<tr>
<td>High Priority</td>
<td>27</td>
<td>9 or 33%</td>
</tr>
<tr>
<td>Significant</td>
<td>16</td>
<td>2 or 6%</td>
</tr>
</tbody>
</table>

**Tree Mitigation**
By city code, tree mitigation is required for certain trees removed/impact. Specific mitigation amounts would be determined during review of specific building permit applications.

**Stormwater**
The proposal does not trigger the city’s stormwater management rule.

**Utilities**
The new homes would access to public water and sanitary sewer lines located in Inverness and Wyola Roads.
Pyramid of Discretion

Motion Options

The planning commission action on the applicant's request is a recommendation to the city council. Any recommendation requires the vote with a simple majority of commissioners. The planning commission has three options:

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

2. Disagree with staff recommendation. In this case, a motion should be made recommending the city council deny the plat. This motion must include findings for denial.

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

Neighborhood Comments

The city sent notices to 48 area property owners and received no comments to date.

Deadline for Decision

Feb. 25, 2019
Location Map

Project: Inverness Estates
Address: 13321 Inverness Rd
and the top nut hydrant located 3.5 +/- feet East of the Southeast property corner, having an elevation of 968.38 feet.
GENERAL GRADING NOTES:

1. THE CONTRACTOR SHALL PREPARE THE SITE FOR CONSTRUCTION IN SUCH A MANNER TO...
2. THE CONTRACTOR SHALL PREPARE THE SITE FOR CONSTRUCTION IN SUCH A MANNER TO...
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13. THE CONTRACTOR SHALL PREPARE THE SITE FOR CONSTRUCTION IN SUCH A MANNER TO...
14. THE CONTRACTOR SHALL PREPARE THE SITE FOR CONSTRUCTION IN SUCH A MANNER TO...

GRADING PLAN LEGEND:

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13321 INVERNESS ROAD, MINNETONKA

TWO LOTS AVAILABLE
LARGER THAN 1/2 ACRE
WOODED
PRIVATE
EASY ACCESS TO 494

WHITTEN ASSOCIATES, INC.

CONTACT HEATHER MAANUM
HEATHER@WHITTENASSOCIATES.COM OR 952.201.5030
LOCATION

MINNETONKA BLVD

494

BAKER RD

Whitten Associates, Inc.
EXAMPLE HOUSE FRONT ELEVATION

Whitten Associates, Inc.
A. Resolution approving the preliminary and final plats of Inverness Estates, a two-lot subdivision at 13321 Inverness Road.

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

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

Tim Whitten, of Whitten and Associates, applicant, stated that:

- It was great working with staff.
- The slope prevents creating deep lots, so the lots would be wide and shallow.
- The locations for the driveways were limited.
- He was pleased that the proposal would not require a variance.
- He was available for questions.

The public hearing was opened. No testimony was submitted and the hearing was closed.

_Powers moved, second by Sewall, to recommend that the city council adopt the resolution approving the preliminary plat of Inverness Estates, a two-lot subdivision at 13321 Inverness Road._

_Luke, Powers, Sewall, Henry, Knight, and Kirk voted yes. Hanson was absent. Motion carried._
Resolution No. 2019-

Resolution approving the preliminary plat of INVERNESS ESTATES, a two-lot subdivision at 13321 Inverness Road

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

Section 1.  Background.

1.01  Whitten Associates, Inc. has requested approval of the preliminary plat of INVERNESS ESTATES a two-lot subdivision at 13321 Inverness Road.

1.02  The property is legally described as:

Tract A, REGISTERED LAND SURVEY NO. 0855 Hennepin County, MN

1.03  On Jan. 17, 2019, the planning commission held a hearing on the proposed plat. The applicant was provided the opportunity to present information to the commission. The commission considered all of the comments received and the staff report, which are incorporated by reference into this resolution. The commission recommended that the city council approve the preliminary plat.

Section 2.  General Standards.

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

2.02  City Code §300.28 Subd.19(e)(3) outlines tree removal and preservation standards during the subdivision of property. These standards are incorporated by reference into this resolution.

Section 3.  Findings.

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

3.02  The preliminary plat would meet the tree protection standards as outlined in City Code §300.28 Subd.19(e)(3).

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

1. Final plat approval is required. A final plat will not be placed on a city council agenda until a complete final plat application is received. The following must be submitted for a final plat application to be considered complete:
   a) A revised final plat drawing that clearly illustrates a minimum 10-foot wide drainage and utility easement adjacent to the public right-of-way and minimum 7-foot wide drainage and utility easements along all other lot lines.
   b) Title evidence that is current within thirty days of submittal.

2. Prior to release of the final plat for recording, submit the following:
   a) Two sets of mylars for city signatures.
   b) An electronic CAD file of the plat in microstation or DXF.
   c) Park dedication fee of $5,000.

3. Subject to staff approval, INVERNESS ESTATES must be developed and maintained in substantial conformance with the following plans, except as modified by the conditions below:
   - Site plan, dated Jan. 7, 2019
   - Grading plan, dated Jan. 7, 2019
   - Utility plan, dated Jan. 7, 2019
   - Tree removal plan, dated Jan. 7, 2019

4. Prior to issuance of a building permit
   a) The final plat must be approved and filed with Hennepin County for recording.
   b) Submit the following:
      1) A driveway permit application.
      2) Final grading and tree preservation plans.
         a. The plans for each lot must be in general compliance with the overall grading and tree removal/preservation plan referenced in section 4.01(3) of this resolution.
b. No more than 9 high priority trees can be removed across both lots in total; as per the tree removal/preservation plan five high priority trees may be removed on Lot 1 and four high priority trees on Lot 2.

c. Sewer and water services must be located to minimize impact to any significant or high-priority trees.

Unless specifically approved by staff, no grading or tree removal is allowed for either lot prior to issuance of a building permit for that lot.

3) A tree mitigation plan. The plan must meet minimum mitigation requirements as outlined in the ordinance. However, at the sole discretion of staff, mitigation may be decreased.

4) Erosion control cash escrow in an amount to be determined by city staff. This escrow must be accompanied by a document prepared by the city attorney and signed by the builder and property owner. Through this document the builder and property owner will acknowledge:

- The property will be brought into compliance within 48 hours of notification of a violation of the construction management plan, other conditions of approval, or city code standards; and
- If compliance is not achieved, the city will use any or all of the escrow dollars to correct any erosion and/or grading problems.

5) All required hook-up fees.

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

d) In addition, note:

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

2) Garage floor elevations must be set such that driveway grade is not greater than 10 percent.
3) New water services must be 1.5-inch in size.

4) Builder must confirm the existing water service for Lot 1 is sufficient. If not, the old service pipe must be removed to the main with the corporation stop turned off. The new service connection can then be made.

5) New water and sewer service connections will be required to serve Lot 2.

5. This approval will be void on Jan. 28, 2019, if: (1) a final plat is not approved; and (2) the city council has not received and approved a written application for a time extension.

Adopted by the City Council of the City of Minnetonka, Minnesota, on Jan. 28, 2019.

________________________________________
Brad Wiersum, Mayor

Attest:

________________________________________
Becky Koosman, Acting City Clerk

Action on this resolution:

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

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on Jan. 28, 2019.

________________________________________
Becky Koosman, Acting City Clerk
City Council Agenda Item #13A
Meeting of Jan. 28, 2019

Brief Description
Resolution approving vacating portions of existing watermain and drainage and utility easements at 9700 Waterstone Place

Recommendation
Hold the public hearing and adopt the resolution approving the vacation

Introduction

On Jan. 17, 2019, the planning commission approved a minor amendment to the master development plan for Waterstone Place Apartments at 9700 Waterstone Place. The amendment allows for:

1. an expansion of a patio;
2. a new entry feature on the east side of the newly renovated clubhouse; and
3. reconfigured sidewalks and utilities.

Vacation Request

To summarize the vacation requests:

Water main easement: An existing watermain was relocated in 2001 to allow for the construction of the Waterstone Place apartment buildings. However, the utility easement was never vacated and a portion of the existing building encroaches into the easement.

The applicant is requesting the obsolete portion of the watermain easement be vacated to allow for the expansion of the southern retaining wall and rectify the existing building encroachment.
Drainage and utility easement: The recently approved master development plan indicates that the new entry feature would encroach into an existing drainage and utility easement.

As a condition of approval of the master development plan the easement area was to be vacated prior to the issuance of a building permit for the new entry feature.

Staff Analysis

Staff supports the vacation request as:

1. No public utilities or facilities are located within the easement areas to be vacated.

2. There is no anticipated public need for the easement areas.

3. The portion of the watermain easement to be vacated was originally intended to be vacated in 2001, prior to the construction of the apartment buildings.

4. The easement areas to be vacated would not disrupt access to install, repair, replace or maintain existing utilities within the easement.

5. The vacation request is not counter to the public interest.

Staff Recommendation

Hold the public hearing and adopt the attached resolution vacating portions of the watermain and drainage and utility easements at 9700 Waterstone Pl.

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

Originated by:
Ashley Cauley, Senior Planner
Location Map

Project: Waterstone Place Apts
Address: 9700 Waterstone Pl
Easement Vacation Sketch For:
WATERSTONE PLACE

PORTION OF DRAINAGE &
UTILITY EASEMENT PER
PLAT OF WATERSTONE
PLACE TO BE VACATED

THENCE
NORTH 40 DEGREES 12 MINUTES
58 SECONDS EAST ALONG THE
SOUTHEASTERLY LINE OF LOT 1 A
DISTANCE OF 62.58 FEET; THENCE
NORTH 00 DEGREES 24 MINUTES
01 SECONDS WEST 27.06 FEET TO
THE POINT OF BEGINNING OF THE
AREA TO BE VACATED; THENCE
NORTH 89 DEGREES 38 MINUTES
38 SECONDS EAST 6.68 FEET;
THENCE NORTH 00 DEGREES 24
MINUTES 01 SECONDS WEST 14.95
FEET; THENCE SOUTH 89 DEGREES
38 MINUTES 38 SECONDS WEST
6.68 FEET; THENCE SOUTH 00
DEGREES 24 MINUTES 01 SECONDS
EAST 14.95 FEET TO THE POINT
OF BEGINNING.

[] Bearings and/or dimensions listed within
brackets are per plat or record documents.

Area to be vacated = 100 square feet or 0.002 acres

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

Dated this 4th day of December, 2018

SUNDE LAND SURVEYING, LLC.

By: ____________________________
Leonard F. Carlson, P.L.S. Minn. Lic. No. 44890

Leonard F. Carlson

2018-12-24 992/13 T.I17, R.22, S.13 2018124001 EASEMENT VACATION.dwg NDN
Easement Vacation Sketch For: WATERSTONE PLACE

SKETCH 2

PROPOSED EASEMENT VACATION DESCRIPTION

That part of the Water Main Easement as set forth in Document Numbers 4080356 and 1106459, lying southwesterly of a line described as commencing at the southeast corner of Lot 1, Block 1, WATERSTONE PLACE, according to the recorded plat thereof, Hennepin County, Minnesota; thence on an assumed bearing of North 40 degrees 12 minutes 58 seconds East along the southeasterly line of said Lot 1 a distance of 68.22 feet to the point of beginning of the line to be described; thence northwesterly at a right angles to said southeasterly line of said Lot 1 to the northwesterly line of said easement and said line there terminating.

Area to be vacated = 959 square feet

[ ] Bearings and/or dimensions listed within brackets are per plat or record documents.

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

Dated this 18th day of December, 2018

SUNDE LAND SURVEYING, LLC.

By: Leonard F. Carlson, P.L.S. Minn. Lic. No. 44890

Leonard F. Carlson, P.L.S. Minn. Lic. No. 44890
Luke moved, second by Powers, to approve the items listed on the consent agenda as recommended in the respective staff reports as follows:

A. Resolution amending the existing Waterstone Place Apartments master development plan at 9700 Waterstone Place.

Adopt the attached resolution approving the amendment to the master development plan for Waterstone Place Apartments.

Chair Kirk stated that this item is scheduled to be reviewed by the city council on Jan. 28, 2019.

Luke, Powers, Sewall, Henry, Knight, and Kirk voted yes. Hanson was absent. Motion carried and the items on the consent agenda were approved as submitted.
Resolution No. 2019 -

Resolution vacating portions of existing watermain and drainage and utility easements at 9700 Waterstone Place

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

Section 1. Background.

1.01 Jeffery Gears, on behalf of BDH & Young and the property owner, has petitioned the Minnetonka City Council to vacate portions of a drainage and utility easement and a water main easement at 9700 Waterstone Place.

1.02 The easements to be vacated are legally described on Exhibit A.

1.03 In accordance with City Charter Section 12.06, a hearing notice on said petition was published in the City of Minnetonka’s official newspaper and written notice was mailed to the owners of each abutting property and to all landowners in the plat.

1.04 On Jan. 28, 2019, the City Council held a hearing on such petition, at which time all persons for and against the granting of said petition were heard.

Section 2. Standards.

2.01 Section 12.06 of the City Charter states that “No vacation shall be made unless it appears in the interest of the public to do so...”

Section 3. Findings.

3.01 The Minnetonka City Council makes the following findings:

1. No public utilities or facilities are located within the easement areas to be vacated.

2. There is no anticipated public need for the easement areas.
3. The portion of the watermain easement to be vacated was originally intended to be vacated in 2001, prior to the construction of the apartment buildings.

4. The easement areas to be vacated would not disrupt access to install, repair, replace or maintain existing utilities within the easement.

5. The vacation request is not counter to the public interest.


1.01 The city council vacates the above-described easement areas.

Adopted by the City Council of the City of Minnetonka, Minnesota, on Jan. 28, 2019.

______________________________
Brad Wiersum, Mayor

Attest:

______________________________
Becky Koosman, Acting City Clerk

Action on this resolution:

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

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a meeting held on Jan. 28, 2019.

______________________________
Becky Koosman, Acting City Clerk
Exhibit A

Drainage and utility easement area to be vacated:

That part of the drainage and utility easement dedicated by the recorded plat of WATERSTONE PLACE, Hennepin County, Minnesota, described as commencing at the southeast corner of Lot 1, Block 1, WATERSTONE PLACE; thence North 40 degrees 12 minutes 58 seconds East along the southeasterly line of Lot 1 a distance of 62.58 feet; thence North 00 degrees 01 seconds West 27.06 feet to the point of beginning of the area to be vacated; thence North 89 degrees 38 minutes 38 seconds East 6.68 feet; thence North 00 degrees 24 minutes 01 seconds West 14.95 feet; thence South 89 degrees 38 minutes 38 seconds West 6.68 feet; thence South 00 degrees 24 minutes 01 seconds East 14.95 feet to the point of beginning.

Water main easement area to be vacated:

That part of the Water Main Easement as set forth in Document Numbers 4080356 and 1106459, lying southwesterly of a line described as commencing at the southeast corner of Lot 1, Block 1, WATERSTONE PLACE, according to the recorded plat thereof, Hennepin County, Minnesota; thence on an assumed bearing of North 50 degrees 12 minutes 58 seconds East along the southeasterly line of said Lot 1 a distance of 68.22 feet to a point of beginning of a line to be described; thence northwesterly at a right angles to said southeasterly line of said Lot 1 to the northwesterly line of said easement and said line there terminating.
Brief Description: Metro Transit Service Update

Recommended Action: Receive an update on planned Metro Transit service adjustments

Background

On Aug. 1, 2017, the City of Minnetonka continued its agreement with the Metropolitan Council to provide bus services to the city through Metro Transit by adopting a Transit Cooperative Agreement. The agreement continues to be in effect until July 31, 2020. Minnetonka exercised its opt-out authority in 2002, however, it continues to work with Metro Transit to provide transit service in the community.

In Aug. 2013, local service improvements and express route changes were implemented as part of a recommendation of the 2012 Minnetonka Transit Study. The study recommended a pilot suburban local route (614) to test the feasibility in the Minnetonka market area. Route 614 operates between Ridgedale Mall and Minnetonka Heights once an hour Monday through Saturday. The route coordinates its schedule with other local and express routes in the market.

Planned Service Changes

Staff met with Metro Transit officials on Oct. 29, 2018 and concerns were shared about the ongoing low performance of Route 614 since its implementation in 2013. In an attempt to address the low performance, Metro Transit implemented a marketing campaign in 2015, to build awareness and ridership of the route.

The campaign consisted of:

- Direct Mailing to 2,600 residents
- Online, billboard, and print advertising campaign
- Free ride coupons
- Enhanced signage
- Community and business partnerships

Metro Transit explained that despite the marketing efforts, the route continues to fall short of required minimums of 97 daily average riders, 10 passengers per in-service hour, and 3.88 passengers per trip. Due to the low usage of the route, Metro Transit is proposing to eliminate Route 614 service effective Aug. 17, 2019.

Transit service for the citizens affected by the proposed route elimination would be turned over to Transit Link, a curb-to-curb minibus or van service, taking requests for service by phone. Transit Link customers can transfer to a Metro Transit bus without paying a separate fare.

Before the route is officially eliminated, Metro Transit will hold a local public hearing, in April, 2019. Information regarding the proposed elimination, the public hearing, and ways for riders to provide comments would be provided by Rider Alerts, distributed on the bus and posted at
steps. Additionally, notices will be published in the Minnetonka Memo, Sun Sailor, and Star Tribune.

Steve Mahowald from Metro Transit is available to answer any questions.

**Recommendation:** Receive an update on planned Metro Transit service adjustments

Submitted through:
- Geralyn Barone, City Manager
- Julie Wischnack, AICP, Community Development Director
- Alisha Gray, EDFP, Economic Development and Housing Manager

Originated by:
- Rob Hanson, EDFP, Economic Development Coordinator

**Attachments:**
- Route Map
- 614 Historical Ridership Data
- 2015 Marketing Plan

**Supplemental:**
- [April 25, 2016 – City Council Meeting – Transit Cooperative Agreement](#)
- [West Suburban Service Changes Final Plan](#)
Route Information:
Route 614 will be a new demonstration route, operating between Ridgedale and Minnetonka Heights once an hour between 5:15 a.m.-6:55 p.m. on weekdays and 9:00 a.m.-4:15 p.m. on Saturdays. Service will be scheduled to connect to express Rt. 675 and local Rt. 615 at Ridgedale.

Route Statistics

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- Jobs Per Acre on Commercial Land Use
  - 0-10
  - 10.1-20
  - 20.1-100
  - More than 100

- Persons Per Acre on Residential Land Use
  - 0-10
  - 10.1-20
  - 20.1-30
  - More than 30

- Miles
  - 0
  - 0.25
  - 0.5

- Rush Hours
  - 60"

- Midday
  - 60"

- Evening
  - N/A

- Saturday
  - 60"

- Sunday
  - N/A

- Saturday
  - 5:15 AM - 6:55 PM

- Saturday
  - 9:00 AM - 4:15 PM

- Sunday
  - N/A

- Saturday
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- Saturday
  - 0-10

- Sunday
  - N/A

- Sunday
  - N/A

- Weekday
  - 76-92

- Saturday
  - 40-48

- Sunday
  - N/A

- Weekday
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- Sunday
  - N/A

- Weekday
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- Saturday
  - 7.8-9.5

- Sunday
  - N/A
Route 614

Historical Ridership
Weekday Service

Minimum Ridership Needed = 97
Route 614

**Passengers Per In-Service Hour**

**Weekday Service**

Minimum performance for suburban local route category (10 PPISH)

![Graph showing passengers per in-service hour for Route 614 from Aug-13 to Aug-18. The graph includes data points for each month and shows the minimum performance threshold of 10 PPISH as a horizontal line. The data fluctuates throughout the period with some months showing higher and lower passenger counts.](image-url)
Route 614

Passengers Per Trip
Weekday Service

Minimum Passengers Per Trip Needed = 3.88
Route 614
Communication Plan
February 2015

Background
The Route 614 was introduced in the 2013 August pick. This is part of the Western Suburban transit improvements and was recommended by the 2012 Minnetonka Transit Study. The 614 was implemented as a new community circulator providing local service between Minnetonka Heights and Ridgedale Mall. This route has the support of City of Minnetonka staff as well as Minnetonka Heights staff. Ridership is still below targets and needs assistance to meet the goals.

Objective
Build ridership on Route 614. Target ridership is 3 riders per trip.

Tactics

- **Direct Mailer** with 2,600 pieces
- **Online Advertising**: Paid social media and web advertising targeted geographically via local news sources (Minnetonka Patch, Lakeshore Weekly and Sun Sailor).
- **Ride Coupons**: Provide Minnetonka Heights staff with free ride coupons to distribute to residents. These coupons will be used for community outings and distributed by staff as needed.
- **Customer Advocate Outreach**: Additional Customer Advocate outreach at Minnetonka Heights. Mascot will also attend events.
- **Community Outreach**: Need input from City. Work with Ridgedale Mall, Library, YMCA, etc...
- **Minnetonka Memo**: Blurbs in city newsletter in May and June.
- **Lakewinds CoOp**: Pursue partnership to offer discounts to transit riders. City will provide contacts.
- **Ongoing Work**: Metro Transit staff will continue to work with City of Minnetonka and Minnetonka Heights Staff to maintain communication with customers and potential customers along the route.
- **Signage at City Hall**: Provided space by City of Minnetonka.
- **394 and 494 Digital Billboard Space**: Provided space by City of Minnetonka. Ability to run 614 specific or Metro Transit general ads.

Budget:

<table>
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<th>Service</th>
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<tr>
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<tr>
<td>Ride Coupons</td>
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<td><strong>TOTAL</strong></td>
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Brief Description: Resolution for the 2019 Ridgedale Drive project

Recommended Action: Adopt the resolution

Background

On April 30, 2018, the city council adopted a resolution authorizing the preparation of plans and specifications for the 2019 Street Reconstruction project, Ridgedale Drive area. The project is located on Ridgedale Drive from Plymouth Road east to I-394 and proposed to correct deficiencies of the underlying utilities – aged watermain, as well as reconstruct the roadway surface consistent with the Ridgedale Village Center Study and Public Realm Guidelines, and provide a new pedestrian trail and sidewalk connections.

The project will allow for continued growth in the area to accommodate traffic as projected to 2040, as well as improve significantly the access and safety of pedestrians in this area.

Proposed Improvements

Street and Sidewalk/Trail

Full roadway replacement with median and new curb and gutter is proposed from Plymouth Road east to I-394. The width of the existing roadway is primarily four-lanes and is proposed to be reduced to two-lanes with a center turn lane where needed. Three roundabouts are proposed in place of traffic signals at Wayzata Boulevard, YMCA Lane and the Hennepin County Government Center entrance. Lanes are proposed at 18-foot wide (face to face of curb) which will provide for a single 14-foot lane of traffic and 4-foot of shoulder/curb on the outside travel lanes. This width will accommodate traffic passing another vehicle in the segment of roadway if necessary (ex. a stalled vehicle or maintenance vehicle accessing median). The landscaped median width is proposed to vary in width between 4-feet and 26-feet.

Access points on the south side of Ridgedale Center are proposed to be relocated and consolidated to better align with the entrance for the Hennepin County Government Center and the approved Avador development site plan. Access points on the east side of Ridgedale Center are proposed to remain where they exist today, and a new access point will be created into the Ridgedale Center parking lot at the proposed YMCA Lane roundabout. Additionally two three-quarter intersections are proposed; at the proposed Luxe development (former Redstone) and the hotel parking lot, to allow for full access into these sites. Left turns from these access points would be accomplished at the adjoining roundabout. The three roundabouts are sized to future forecasted traffic volumes at maximum buildout to the area, and allow a reasonable level of future flexibility if accommodations are necessary.

The intersection of Plymouth Road and Ridgedale Drive is proposed to be reconstructed with the project and would include new traffic signals, removal of the right turn lane “pork chop” islands, and enhanced pedestrian crossing treatments. These improvements are currently being coordinated with Hennepin County.
Pedestrian & Bicycle Facilities
The proposed project includes a paved, multi-use trail on the south side of Ridgedale Drive and a concrete sidewalk along the majority of the north side of Ridgedale Drive in line with the Ridgedale Area Pedestrian Study completed in 2015. The multi-use trail would provide a connection to the trail that exists along the south side of Wayzata Boulevard (at I-394) and to the existing trail on the east side of Plymouth Road (scheduled to be extended to Minnetonka Boulevard in 2019). This trail is intended to include both off-road bicycle and pedestrian use and will include a series of specially designed areas where users can break away from the trail to utilize the area for leisure, viewing of natural features or enjoyment of the area. Images of the proposed concepts are attached.

The concrete sidewalk on the north side of the roadway is not proposed to meander from the proposed roadway alignment, but rather be a direct walking path to various current or future Ridgedale Center connections. Acquisition of the easements necessary to construct the sidewalk are in process with adjacent property owners, but will not be finalized until closer to project award. Staff will provide an update to the city council on the availability of these at a later date.

Both the sidewalk and trail are proposed to be separated from the driving lane with a landscaped boulevard where feasible from a right-of-way perspective. Geometric and signal enhancements made at the Plymouth Road and Ridgedale Drive intersection will help improve pedestrian safety while enhancing the appeal to cross at this location.

Bus & Transit Facilities
A bus shelter is proposed to be constructed near the government center for east bound bus patrons. The proposed location is on the southeast side of the government center roundabout between the crosswalk and pedestrian refuge area. Concrete bus stop pads are proposed to be included at YMCA Lane and the northeast side of the government center roundabout. Final locations for these pads are being coordinated with Metro Transit.

Streetscape Design
To ensure consistency for the entire Ridgedale area, streetscaping with this project will be consistent with the Ridgedale Area Public Realm Guidelines that were reviewed with the council on April 2, 2018. These guidelines provide information on the overall vision for streets, sidewalks, landscaping, wayfinding and public facing amenities. Also included in the plan are guidelines for surface parking lots, vegetation, site furnishing specifications, as well as sustainability for the area.

Utilities
Watermain is proposed to be replaced throughout the project, including water services to the right-of-way line. The project will include the replacement of an 18-inch diameter transmission water main, which provides water from the Ridgedale water tower to the area north of I-394.

Sanitary sewer is in fairly good condition and only isolated areas have been identified for repair. Additionally, manhole castings will be replaced to eliminate inflow and infiltration at all locations.
Storm sewer improvements include additional surface drains where needed in the roadway and new pipe to improve conveyance of storm water. The trunk storm sewer pipe that outlets the Ridgedale Pond will be repaired to extend the useful life of the pipe as part of the project. Sediment collection structures will be considered to improve water quality near outlet structures and overall drainage patterns are proposed to remain the same as the current conditions.

An underground stormwater cleaning chamber is proposed on the south side of the Crane Lake preserve open space. Staff is working with the Bassett Creek Watershed Management Organization (BCWMO) on a partnership that will collect and treat stormwater from roughly 11 acres of the area that is currently not treated. The city received a grant from Bassett Creek for $300,000, reimbursable in 2020. This grant funding would be used to improve stormwater quality above the typical stormwater requirements, and will be used to construct a portion of the stormwater chamber.

New LED lighting fixtures will be included in the length of the project, consistent with the Ridgedale Area Public Realm Guidelines and decorative lighting and streetscaping in this area as reviewed with council at the November study session.

**Traffic**

In 2017, a traffic study was completed to calculate the current vehicular volumes, forecast future traffic needs, and to evaluate if the proposed layout would accommodate the future traffic demands. The city has been monitoring traffic in this area for over a decade and understands how the area operates from a traffic perspective.

2040 traffic volumes were forecasted using land uses from both the city’s comprehensive plan and the 2012 Ridgedale Area Study. In this “build” scenario, land uses intensify in the area with redevelopment potentially going vertical and existing parking lots being utilized for redevelopment. Although the ultimate build scenario increased the number of trips, the distribution of these trips would be expected to change as a result of a more blended mix of uses (residential and commercial). Projected volumes increase to between 7,500 vehicles per day to 12,200 vehicles per day on Ridgedale Drive. This fits within the guidelines for a two-lane roadway with turn lanes or controlled intersections.

In 2012, a study was completed to estimate how much additional traffic is generated during the holiday season (Black Friday to New Year’s Day). This study indicated that generally traffic volumes increased by 20%-25% during this timeframe. The highest increase in traffic volumes was experienced the week before the Christmas holiday where an increase of 35% was monitored. Public roadway facilities are not generally designed to accommodate the highest peak of an area, but for this project a sensitivity analysis was completed to understand how the roadway geometry (design) and intersection may function at these times. The analysis determined the proposed roadway geometry of the proposed concept would not negatively impact the holiday season from the current condition today, even with the increased volumes due to growth.

**Speed Posting Review**

The speed limit of Ridgedale Drive and the Wayzata Boulevard frontage road, south of I-394 and east of Ridgedale Drive, is currently posted at 30-mph. A preliminary speed study indicates that the speed for both roadways, at times, exceeds the posted limit and these roadways should again be evaluated following construction of the project. The roadway reconstruction with
reduced lanes and incorporation of roundabouts is designed to a 30-mph speed and staff would expect to see a reduction of this speed on Ridgedale Drive once the project is constructed. Being geometric changes to the Wayzata Boulevard frontage road are limited and not included in this project, staff would anticipate similar speed study results following the project and may consider pursuing an adjustment to the posted limit. Parking restrictions for Ridgedale Drive between Plymouth Road and Wayzata Boulevard have been in effect since Nov. 8, 1999 and are recommended to remain following construction.

**Roundabouts vs Traffic Signals**
The 2012 vision for the Ridgedale Drive parkway included two roundabouts along the parkway. The city evaluated this configuration as well as the alternative to install three traffic signals with dedicated turn lanes. When evaluating effective intersection control for Ridgedale Drive the project team took into account: ability to move traffic, safety for vehicles, bicyclists, and pedestrians, and visual correlation with the parkway theme. The project proposes to construct three roundabouts, as it provides the best balance between these goals.

**Traffic Perspective**
The 2040 traffic evaluation identified that the roundabouts on Ridgedale Drive would function similar to traffic signals during peak times, and they better serve the public during non-peak times. Roundabouts allow for the continuous movement of vehicles where signals can cause unnecessary delays to access points and side streets. The roundabouts are also able to accommodate peaking traffic during the holiday season as well as a signal due to the spacing and allowable stacking.

Roundabouts allow for U-turns, which eliminate the use of midblock left turns that have a tendency to create safety and capacity issues. The spacing of the roundabouts allow for drivers to use the roundabouts without having to add a long distance to their travel.

The proposed concept presented was also evaluated to confirm it can accommodate larger vehicles, primarily semi-truck/delivery trucks frequenting Ridgedale Center, and Metropolitan Transit buses of various sizes.

**Safety Perspective**
Roundabouts are documented to be able to reduce traffic speeds and reduce the severity of crashes. Roundabouts have also been shown to provide a safer condition for pedestrians and bicyclists that use crosswalks. This is a result of slower vehicle speeds, shorter crossing distance (crossing one lane of traffic at a time) and the location of the crosswalks (being pulled back from the roundabout yield line).

Roundabouts allow for the removal of the left turn bays, which allow for more landscaped median and edge boulevard for the pedestrian facilities. Concepts with signals were found to have an increase in the amount of pavement necessary to function compared to the roundabout alternatives.

A 2017 press release from MnDOT indicated that the state’s nearly 200 roundabouts have reduced severe crashes by 83% in 20 years.

Additionally, in this location the roundabouts provide benefits to circulation on adjacent properties. In March 2018, additional intersection modeling was completed for the intersection of
Meeting of Jan. 28, 2019                                                                              Page 5
Subject: Resolution for the 2019 Ridgedale Drive Project

Ridgedale Drive, Wayzata Boulevard, and the northeast access to the mall. Video of this intersection at 11:30 am on a Saturday indicated that the existing signals cause vehicles to back-up into the on-site circulation roads and drive aisles at Ridgedale Center. When traffic volumes were modeled with a roundabout at the intersection, these back-ups were alleviated. The included link (https://youtu.be/Cr65lUJwFjE) illustrates a side by side comparison of the existing condition (drone video) and proposed (traffic model) operations at the Ridgedale Drive/Wayzata Boulevard intersection.

**Easement Acquisition**
Permanent and temporary easement acquisition will be necessary for this project. Staff has engaged with adjacent property owners over the last year regarding easements and is scheduled to begin formal easement acquisition and receiving donated easements next month.

Early in the process, several of the properties had shown interest in a public/private partnership and committed to donating easements to the city to show their support for the project. City staff has continued discussions with the property owners and at this time Brookfield Property Partners (Ridgedale Center), YMCA and the Luxe development have all indicated that they will donate the easements necessary for this project. Staff will continue discussing easement donations with the remaining property owner which include: Hennepin County, Sheraton Minneapolis West and US Bank. If property owners make the decision not to partner with the city on this project, the design can be modified to meet project objectives while reducing the need for permanent and temporary easements.

**Park Opportunities**

The 2012 Ridgedale Center Vision study identifies two park connection opportunities adjacent to Ridgedale Drive. The first opportunity is an urban park located on the northeast side of the proposed government center roundabout and the second opportunity is an open space located southeast of the intersection of Wayzata Boulevard and Ridgedale Drive known as the “Crane Lake Preserve”. On Nov. 14, 2018, recreation staff presented the results of community outreach regarding these two park opportunities to the city council and park board. Recreation staff is currently working on developing concept plans for these parks. A community open house to review concept plans is scheduled for Jan. 31.

Park construction is not included with this project; however, the park areas will be used for staging development and construction activities through 2020. Following roadway work the sites will be graded, planted, and select sidewalk and trail connections to the parks will be constructed consistent with approved park concept plans. Removal of buckthorn and restoration of the western edge of the Crane Lake Preserve will also be completed with the reconstruction project. Recreation staff will bring full park development plan timelines to the city council at a later date.

**Public Input**

In Aug. 2017, individual meetings were held with business owners along the corridor, MnDOT, Hennepin County, Metropolitan Transit, and Ridgedale Center representatives. A copy of correspondence with the property owners are included as an attachment.
Community open houses were held on Oct. 16, 2017 and Sept. 11, 2018 presenting an opportunity for comment on the project and associated streetscape concepts. Approximately 28 people attended the meeting on Oct. 16, and 16 people attended the meeting on September 11. All comment cards received are included with business/owner feedback. Overall, general support for the initial concept was expressed.

**Estimated Project Costs and Funding**

The total estimated construction cost, including engineering, administration, and contingency is $11,610,000. Fund balances currently can support the estimated project costs, dependent on actual bids received.

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*The total project expense is shown to have increased due to additional work items being funded by Hennepin County and the Bassett Creek Watershed Management Organization, however the proposed city budget amount and expenses are as included in the 2019-2022 CIP.

Estimated project costs for landscaping work are included in this cost and funding summary, although this work will be bid as a separate contract to be considered by council at a future time.

**Agreements**

Staff is recommending to enter into a cooperative construction agreement with Hennepin County to complete the full reconstruction of the Plymouth Road and Ridgedale Drive intersection scheduled to occur in spring of 2020. The cooperative agreement will include financial reimbursement to the city of Minnetonka from Hennepin County to reconstruct the county’s portion of the traffic signal and intersection and would be brought back to council for their consideration at a future date. There are cost savings to both agencies for coordination of this work.
Schedule

Following approval of the plans and specifications, bids would be received in March and presented to the city council for final contract approval consideration in April. Construction would be anticipated to begin in May or early June.

To accommodate the construction of recently approved developments adjacent to the roadway as well as not significantly impact holiday shopping season, the project is proposed to be bid as one project constructed over two construction seasons (2019 and 2020). All work from I-394 to and including YMCA Lane is proposed to be constructed in 2019, and the remainder of the project from YMCA Lane to Plymouth Road would be completed in 2020. Final paving and landscaping would begin in the fall of 2020 and would be finalized following the completion of all sections of the roadway, likely in the spring of 2021. The project would maintain access to all businesses throughout the project, however sections of roadway would be fully closed for extended periods of time. Detours would be provided well in advance of any closures.

The landscaping component would be included as a separate project similar to past county road projects, to ensure that the landscaping is installed by a landscape contractor as opposed to a roadway or utility specific contractor. This will provide the city with a better final product and allow for a longer maintenance period on the plantings, to make certain they are well established following the construction. The landscaping project bid results would be brought to council at a later date for consideration.

Recommendation

Adopt the attached resolution ordering the improvements, authorizing preparation of plans and specifications, and authorizing easement acquisition for the 2019 Ridgedale Drive Project No.19501.

Submitted through:

Geralyn Barone, City Manager
Will Manchester, PE, Director of Engineering

Originated by:

Chris LaBounty, PE, Engineering Project Manager
Be It Resolved by the City Council of the City of Minnetonka, Minnesota as follows:

Section 1. Background.

1.01. Pursuant to city council authorization on April 30, 2018, plans and specifications have been prepared by and/or under the direction of the city engineer who is a Licensed Professional Engineer in the State of Minnesota for the 2019 Ridgedale Drive area project.

1.02. The plans and specifications for the construction of the aforementioned project have been presented to the city council for approval.

Section 2. Council Action.

2.01. The plans and specifications, copies of which are on file in the engineering department, are hereby accepted upon the recommendation of the city engineer.

2.02. The city clerk shall prepare and cause to be inserted in the official newspaper and in Finance & Commerce an advertisement for bids for the making of such improvements under such approved plans and specifications. The advertisement shall specify the work to be done, shall state that bids will be opened and read aloud at 2:00 p.m., local time, on March 26, 2019, in the Council Chambers at the Minnetonka City Hall, and that no bids will be considered unless sealed and filed with the clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check made payable to the city clerk for five (5) percent of the amount of the bid.

Adopted by the City Council of the City of Minnetonka, Minnesota, on January 28, 2019.

__________
Brad Wiersum, Mayor

Attest:

__________
Becky Koosman, Acting City Clerk

Action on This Resolution:

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

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on January 28, 2019.

______________________________
Becky Koosman, Acting City Clerk
This map is for illustrative purposes only.
Ridgedale Drive Reconstruction Project

Informational Meeting – Comment Card

October 16, 2017 - 5:00 pm

Minnehaha Room

Name: Judd Carpenter
Address: 4188 Heatherton Place
Phone: [Redacted]
Email: [Redacted]

Comments: Please consider extending project north underneath 394 to connect with sidewalk on north Vintage Road. This would dramatically increase foot traffic from residents north of 394. Thanks!

Property owner of 11900, 11800, 11700 Wayzata Blvd. Office building.

City Contact: Chris LaBounty, Project Manager
Email: clabounty@eminnetonka.com
Phone: 952-939-8241
Ridgedale Drive Reconstruction Project

Informational Meeting – Comment Card

October 16, 2017 - 5:00 pm

Minnehaha Room

Name: Sue Taylor
Address: 3117 Indian Rd
Phone: 
Email: 

Comments:
- Like the design!
- Even the roundabouts
- Should find out cost of maintaining street trees
- Can you publish a list of plants trees to be used?
- Drainage & snow removal are important

City Contact: Chris LaBounty, Project Manager
Email: clabounty@eminnetonka.com
Phone: 952-939-8241
Name: Karin Pot
Address: 
Phone: 
Email: 

Comments:
Plymouth road traffic issues.
Talk to DOT call tomorrow
Speed enforcement/nursing home additional peds. Call following

City Contact: Chris LaBounty, Project Manager
Email: clabounty@eminnetonka.com
Phone: 952-939-8241
Ridgedale Drive Reconstruction Project

Informational Meeting – Comment Card

October 16, 2017 - 5:00 pm
Minnehaha Room

Name: Pam & Kevin Grease
Address: 13941 Hill Ridge Dr
Phone: [Redacted]
Email: [Redacted]

Comments:

Appreciate the presentation. I am coming around to the roundabout idea. Would love to see extra signage or a blinking light near the YMCA. Lots of folks and kids are around there and take turns. Also please put more of this information out on social media for us to share with our neighbors and community. Great and easy way to re-educate folks on how to use roundabouts.

Then let's start connecting sidewalks so the community can walk safely again.

Thanks!
Ted,

We’ve had further discussions about this with our design team and we are looking at revising our concept to keep the main entrance to the hotel where is exists today. However, if through the review process the main entrance moves back to where we previously show it we will want to work with you on the location of your existing monument sign.

This item is tentatively planned to be on the April 30th agenda, and based on the outcome of that meeting I’ll have more information for you. I’ll be in touch soon.

Hope you can enjoy the warm weekend Ted,

Chris

---

Chris LaBounty

From: Chris LaBounty
Sent: Friday, April 20, 2018 2:45 PM
To: 'Trembath, Ted'
Cc: Julie Wischnack; Will Manchester; Jeffrey O; Adam Tegge
Subject: RE: Reconstruction of Ridgedale Drive

Ted,

Thanks for this information. According to this, we will remain having two entrances, but they will both move. Including the entrance that corresponds next to our large sign. Would moving the sign if we that is what is decided be at our cost, or would that be part of your project?

I am copying my corporate representative and owners rep on this as I believe they would need to sign off on anything before I can approve.

Thanks,

Ted

---

TED TREMBATH

General Manager

T 952 593 0000  F 952 544 6282  D 952-960-3501
sheraton.com/minneapolis  | like us on Facebook
SHERATON MINNEAPOLIS WEST HOTEL
On Fri, Mar 9, 2018 at 9:36 AM, Chris LaBounty <clabounty@eminnetonka.com> wrote:

Ted,

Thanks for being open to speaking with us about the proposed reconstruction of Ridgedale Drive. Below is a summary of the project and the attached PDF shows the preferred concept plan that is tentatively scheduled to go to city council on April 2, 2018. If we could speak before March 21st that would give me time to make any adjustments prior to this meeting. Since you’re out of town, if it’s easier, feel free to email any questions/concerns over or we can schedule a call as well. I’ve also cc’d our Engineering Director and Community Development Director to let them know we were able to connect.

Project Summary:

- Project is scheduled for construction in 2019.
  - We would expect the majority of construction to be from April, 2019 – November, 2019.
  - Final restoration, clean-up, and plantings are usually done the following year (in this case 2020).
- Access will be maintained to all properties at all times.
  - We do not have a phasing plan done yet, but will meet with business owners to discuss once this is completed.
- The project involves the full reconstruction of Ridgedale Drive from Plymouth Road to I-394
  - City needs to replace watermain beneath the roadway.
  - Taking opportunity to improve corridor flow with roundabouts, improve pedestrian accommodations, and add green space between sidewalks and in a landscaped median.
- The city does not specially assess property owners for the road reconstruction.
- Easements may be necessary to provide the pedestrian facilities.
- More information on the project including additional visuals can be found at this link: https://eminnetonka.com/current-projects/street-projects/2017-street-rehabilitation-ridgedale-drive
Will,

Thanks for the response. We’ve started our internal review of the information presented and will get back with you as quickly as we can. Unfortunately due to some recently arisen schedule conflicts on my side, I cannot make April 20th in person so let’s plan to hold a conference call at 10am CT – that’s still a good time for me to hop on a call. Can you please follow up at your convenience with a meeting invite including call information?

Best,
Ben

Benjamin Freeman
Vice President, Development
GGP A RETAIL REAL ESTATE COMPANY
110 N Wacker Drive
Chicago, Illinois 60606
benjamin.freeman@ggp.com

[EXTERNAL]
Ben & Joan,

Thanks for meeting with us on March 20th to talk through the concept plan for Ridgedale Drive. We appreciate your input and discussion. I apologize in advance for the large amount of information, however wanted to make certain to answer your questions. As a follow-up to our meeting, below is the additional information you requested regarding:

1) Reason for the lane reduction on Ridgedale Drive  
2) Functionality of the Ridgedale Center ring road with the city’s preferred concept  
3) Example of where roundabouts have been successfully used near a regional center

Follow Up

1) The simple answer is 4-lanes is overdesign now and in the future based on traffic data and future area buildout.
As you may recall, a visioning study was completed for the area in 2012 (in conjunction with various approvals for mall redevelopment) and this study identified Ridgedale Drive as a critical component of connecting multiple modes to the south side of the mall. The reduction of lanes from four to three/two allows for the construction of boulevards to separate pedestrians and bicyclists from the travel lane. The roundabouts reduce the number of left turns (which are higher risk traffic movements). Models also indicate the roundabouts provide benefit to adjacent properties by allowing vehicles to make turns, when safe, rather than waiting for a signal to turn green. In addition, the removal of the left turn out will help with safety and operations as motorists will not need to wait for a gap in both directions. The ability to make a u-turn at the roundabouts will keep traffic moving efficiently. Although there is a reduction in the number of lanes on Ridgedale Drive, the proposed configurations comfortably handle current and future traffic volume projections.

2) We heard your concerns at our meeting on March 20th and completed some additional modeling as well as onsite review and traffic counts of the area. The included link (https://youtu.be/Cr65lUJwFjE) illustrates a side by side comparison of the existing (drone video) and proposed (traffic model) operations at the Ridgedale Dr/Wayzata Blvd intersection (near Nordstroms). The existing condition is a 5 minute interval (run at double speed) from drone video taken on Saturday, March 24, 2018 at 11:30 a.m. The proposed (modeled roundabout operations) inputs the traffic counts/movements WSB and Associates collected at this same 5‐minute window and models them through the proposed roundabout (run at double speed, with consistent volume of the existing counted traffic). As a side note, we have collected and reviewed much more data in this area over many years prior to proposing these improvements.

   a. The comparison exhibits how the roundabout will have a positive impact on Ridgedale Drive and the Ridgedale Center ring road.
   b. The existing video illustrates that vehicles stack at the signal trying to leave the mall, which backs up into the ring road, and in instances, into the adjacent parking lot.
   c. The roundabout provides a continuous flow and helps alleviate the effect of the vehicles backing up at the signal attempting to leave the mall.
   d. Another concern we heard was “if more vehicles are able to freely make a right turn, will this impact the ability of the ring road to function?” As illustrated in both videos, there are times where a wave of vehicles enters the mall entry point (via a yield right or right on red). These vehicles today, do not have significant impact on the ring road traffic. This right turn wave would effectively continue to be the same scenario as the concept plan. A key item to note is that a majority of right turning vehicles make an immediate right turn on the ring road, which does not negatively impact the ring road operation to Ridgedale Drive. Also, the counts taken indicate few vehicles continue south around the ring road, instead a majority are exiting or entering.

3) Attached is an example of a roundabout adjacent to a regional mall (Mall at University Town Center in Sarasota, FL). This mall is located adjacent to an interstate and is close proximity to the on/off ramps for the highway. The roundabouts are close in proximity to the mall ring road and vehicles entering the mall have priority (ring road traffic have stop signs), and the roadway with the roundabouts connect to a large collector road at a signalized intersection.

   a. Please see attached article regarding these roundabouts (http://www.bradenton.com/news/business/retail/mall‐at‐university‐town‐center/article55314000.html)
   b. The three distinct differences at the proposed Ridgedale project:
      1) Roundabouts proposed for Ridgedale would not be this close in proximity to each other which provides better traffic flow and operation.
      2) Roundabouts proposed are not full two lane roundabouts, but would be similar in size to accommodate truck traffic and large vehicles.
      3) Ridgedale Drive does not have a high traffic generator on the other side of the roadway as in this scenario (the library and YMCA would likely not create similar levels of traffic as the retail
shown in the example) and therefore operations would be much improved as compared to this example.
In addition, as we mentioned, the Southdale Mall in Edina, MN currently plans to construct a roundabout on the side of the mall with two way traffic within their ring road.

City Traffic Improvement Investment in the Area
We did want to recap the city’s investments in this area which began in 2012 to improve mobility and viability of the Ridgedale Area. These improvements have and continue to alleviate congestion at the Cartway Ln/Plymouth Road access as well as the Ridgedale Dr/Wayzata Blvd by improving operations in the area and allowing more efficient alternative access points.

- 2014 - West bound on-ramp to I-394 from Ridgedale Drive
- 2018 - Ridgehaven Lane Interchange
- 2018 – Plymouth Rd additional lanes/widening improvements at I-394
- 2018 & 2019 - Plymouth Road Trail – connects Ridgedale area to regional trail to the south
- 2019 Ridgedale Drive - Proposed

As we discussed at our meeting, we are looking for you and your team to be comfortable with this concept, and would plan to continue to work with GGP during our council’s review and considerations. Please respond with your feedback to the above, respectfully, no later than April 20th. Also, we would certainly like to conference call to talk through it, if Friday April 20th at 10:00 am still works for you, we will plan on it.

If questions, comments, or anything you’d like to discuss, don’t hesitate to let us know at any time. Thank you.

Will

William D. Manchester, P.E. | Director of Engineering
City of Minnetonka | eminnetonka.com

14600 Minnetonka Blvd. | Minnetonka, MN 55345
Office: 952-939-8232

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All,

To follow-up on our meeting last month I’ve attached a pdf copy of the current preferred layout, which includes modifications per our discussion. Feel free to route internally as you see necessary. Any comments or concerns can be emailed to me directly, or we could schedule a time to discuss as well. Below are some bullet points summarizing changes from the layout we presented last month and some items we will look into with both agencies if the project moves forward.

Key changes to the layout:
- Addition of a dual left at Plymouth Rd/Ridgedale Dr.
- Layout/size of southwest roundabout was increased to allow for future dual WB lanes.
- Reduction in length of dual lanes at northeast roundabout.

Major comments to review with final design (from meeting):
- Dual lefts should be evaluated from a traffic perspective during final design (could include flashing yellow).
- Free right turns at Plymouth Road should be evaluated with county during final design (could mean removal or enhanced ped treatments).
- County fiber exists in CR 61 ROW from Library north along east side of roadway.
- Project would require Hen. Co. permit for work in right-of-way and functional review due to signal and lane configurations.
- Project would require MnDOT permit for work in right-of-way, but since it would not be cause for back-up onto I-394 may not need functional review.
- Once the traffic report is finalized we will send to Aaron T (MnDOT) and Bob B. and Jim G. (Henn. Co) for additional information.

In general, we didn’t hear any deal breakers on the project, but rather items we should be ready to work with both your agencies on in final design. I really appreciate everyone’s willingness to participate in this project early! As the traffic study is completed and as council reviews the project we will keep you all in the loop.

Thanks again and hope you all have a nice rest of the week and long weekend!

Best,
Chris
Chris LaBounty

Subject: FW: Metro Transit on Ridgedale Drive

From: Mahowald, Steve
Sent: Thursday, October 12, 2017 4:38 PM
To: Chris LaBounty; Martin, Kevin
Cc: Julie Wischnack; Alisha Gray; Will Manchester; 'Andrew Plowman'
Subject: RE: Metro Transit on Ridgedale Drive

Chris, From my perspective it looks good with exceptions noted in the yellow highlighted comments below.

Kevin, Have you had a chance to review Chris’s notes?

From: Chris LaBounty
Sent: Monday, October 09, 2017 12:55 PM
To: Martin, Kevin; Mahowald, Steve
Cc: Julie Wischnack; Alisha Gray; Will Manchester; 'Andrew Plowman'
Subject: RE: Metro Transit on Ridgedale Drive

All,

Attached is the revised alternative pdf incase this is needed for any internal discussions.

Thanks,
Chris

From: Chris LaBounty
Sent: Monday, October 9, 2017 10:48 AM
To: 'Kevin.Martin@metrotransit.org'
Cc: Julie Wischnack; Alisha Gray; Will Manchester; 'Andrew Plowman'
Subject: Metro Transit on Ridgedale Drive

Kevin & Steve,

Thank you again for coming to City Hall and sitting down with us to discuss the current concept for the 2019 Ridgedale Drive Reconstruction project. Coordination with you and your staff through this project will be imperative it its success, so I appreciate the early participation!

Based on our meeting we are going to proceed with the concept as we showed you, and if the council approves the concept we will proceed with final design based on the following discussion points:

- Operationally, Metro Transit is not anticipating that Ridgedale Drive would be utilized for bus layovers in the future, thus:
  - No designated bus bays are necessary in this corridor.
  - No special widening of shoulders are necessary in this corridor.
- Bus shelter locations should be reviewed closer to final design. Initial thoughts are that a shelter at the government center for EB busses may make sense.
  - Ideally if pedestrian access and mall goals can be met, Route 645 through buses (these buses do not terminate at Ridgedale) would stay on Ridgedale Drive and would not need to circulated into the mall parking lot.
    - Currently all Route 645 buses circulate through the mall’s lot and for the near term it would be best to figure that operation would continue. At least till we can see pedestrian access designs that off-set customers being dropped at the Mall door.
    - However, there are currently two routes, 614 and 615 which terminate at Ridgedale and these routes will still need to circulate through and layover in the mall’s lot.
  - Locations of bus stops would be preferred to be located on the near side of an intersection/round-a-bout where they exist today. This would need to be reviewed further once specific plans are prepared.
  - Bus shelters would need to be heated and lit per Metro Transit standards. If there are any specially designed shelters they would need to be city owned and maintained.

If there is anything else you and your team would like to add following time to review the concept please don’t hesitate to contact me or Alicia directly!

Thanks again,

Chris

Chris LaBounty, PE
Engineering Project Manager
City of Minnetonka
14600 Minnetonka Blvd. | Minnetonka, MN 55345
P: 952-939-8241
Richard,

It was very nice to meet both you and Jesse last week, and thank you for coming to City Hall to speak with us about the 2019 Ridgedale Drive Reconstruction project. Meeting with property owners early in project development helps us understand parcel use and coordinate the project through the concept and design process. It was nice to hear that the pedestrian and streetscape improvements to Ridgedale Drive in our concept would complement your proposed redevelopment into high-density housing.

Since during our discussion you were supportive of the concept we will plan on proceeding with the concept as we showed you at our meeting, but plan to coordinate with you and Jesse on a couple particular items if the project moves forward into design. Based on my notes this included:

- Your preferred location for the median cut/westbound three-quarter entrance we discussed.
- Provide further detail on the location of a north-south pedestrian crossing for connectivity from the trail on the south side of the roadway and your development to the mall.
- Coordinate locations for any future trail connections the development may be making to the Ridgedale Drive system.

Please don’t hesitate to contact me directly if any additional questions come up in the meantime.

Thank you again Richard.

Sincerely,

Chris

Richard

Richard J. Rotenberg | President
Alisha and Loren,

I wanted to thank you both for meeting with us today, to discuss my proposed apartment project. We will attempt to incorporate your comments into our plan, and will get you an updated version, prior to our neighborhood meeting. If you have any additional thoughts, please let me know.

Richard
Chris LaBounty

Subject: FW: Ridgedale Drive Reconstruction Coordination: Ridgegate Apartments

From: Jerry Kavan
Sent: Wednesday, October 11, 2017 1:30 PM
To: Chris LaBounty <clabounty@eminnetonka.com>
Cc: Chris Breemes
Subject: RE: Ridgedale Drive Reconstruction Coordination: Ridgegate Apartments

Chris,

We will review this concept with the Slosburg partners to determine what comments if any they have with this preliminary concept.

Our primary concern of course is full and uncomplicated access and egress to our apartment community, RidgeGate Apartments located at 1919 YMCA Lane. It appears that this concept allows for that, so that our residents, guests and potential residents can come and go from Plymouth Road or from I-396 east of the Mall. We want to be on record that we would want to preserve that full accessibility in the event that alternate concepts emerge as a result of your process.

In addition, we do not like the Roundabouts that are shown. We see city after city trying to make these work in several states where we have properties, and they simply have not worked. The Roundabouts at Southdale Mall have resulted in congestion and very slow traffic unnecessarily. We would encourage the City to investigate more before going down this path.

Should we have further comments I will forward them to you.

Jerry Kavan
Project Manager
Slosburg Company
10040 Regency Circle
Suite 200
Omaha, NE 68114
402.391.7900 Main
www.slosburg.com

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From: Chris Breemes
Sent: Wednesday, October 11, 2017 9:09 AM
To: clabounty@eminnetonka.com
Chris Breemes
Minnesota & Lincoln Regional Manager
Richdale Apartments
402.391.7900 Office
www.richdale.com

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From: Chris LaBounty [clabounty@eminnetonka.com]
Sent: Tuesday, October 10, 2017 11:53 AM
To: Chris Breemes
Cc: Julie Wischnack; Will Manchester; Alisha Gray; 'Andrew Plowman'
Subject: Ridgedale Drive Reconstruction Coordination: Ridgegate Appartments

Chris,

I spoke with Alisha this morning and she indicated that they have not been able to schedule a one-on-one meeting with you since they first reached out on Sept. 22nd. It’s important to us that you have an opportunity to review and provide any comments on the 2019 project concept, so I wanted to reach out via email. Another opportunity to discuss this in person, would be to attend the community open house that is scheduled for next Monday, Oct. 16. At 5:00pm here at City Hall.

The city is proposing to reconstruct Ridgedale Drive between Plymouth Road and Interstate 394 in order to replace the deteriorating water main system and complete necessary street improvements. The city is also considering the addition of a landscaped median, multi-use trail and sidewalk along the roadway to improve pedestrian connectivity and safety in this area. The proposed construction would take place in 2019. I’ve attached a pdf copy of the preferred concept that will be presented at the meeting next week showing these improvements. Please note that this is a working drawing and line work is subject to change as we receive comments and refine the design.

Also included, but not detailed on this drawing, are some of the streetscape enhancements that are being considered with the project. This may include new street lighting, landscaped medians, stormwater features, and some new signage. Some conceptual sketches of these elements will also be presented at the meeting Monday.

We would appreciate hearing any comments you may have by this Friday, October 13th, so that we can look at how those may impact the concept drawing before our meeting Monday. We would also be more than happy to schedule a meeting with you and your staff after next week if you would like to discuss in more detail.

Please don’t hesitate to contact Alisha Gray at 952-939-8285 or myself 952-939-8241 with any questions.

Sincerely,
Chris
Subject: FW: Ridgedale Drive Reconstruction Coordination: Sheraton Hotel

From: Chris LaBounty
Sent: Tuesday, October 10, 2017 11:55 AM
To: Michael... [Email Address]
Cc: Julie Wischnack <jwischnack@eminnetonka.com>; Will Manchester <wmanchester@eminnetonka.com>; Alisha Gray <agray@eminnetonka.com>; 'Andrew Plowman' [Redacted]
Subject: Ridgedale Drive Reconstruction Coordination: Sheraton Hotel

Michael,

I spoke with Alisha this morning and she indicated that they have not been able to schedule a one-on-one meeting with you since they first reached out on Sept. 24th. It’s important to us that you have an opportunity to review and provide any comments on the 2019 project concept, so I wanted to reach out via email. Another opportunity to discuss this in person, would be to attend the community open house that is scheduled for next Monday, Oct. 16. At 5:00pm here at City Hall.

The city is proposing to reconstruct Ridgedale Drive between Plymouth Road and Interstate 394 in order to replace the deteriorating water main system and complete necessary street improvements. The city is also considering the addition of a landscaped median, multi-use trail and sidewalk along the roadway to improve pedestrian connectivity and safety in this area. The proposed construction would take place in 2019. I’ve attached a pdf copy of the preferred concept that will be presented at the meeting next week showing these improvements. Please note that this is a working drawing and line work is subject to change as we receive comments and refine the design.

Also included, but not detailed on this drawing, are some of the streetscape enhancements that are being considered with the project. This may include new street lighting, landscaped medians, stormwater features, and some new signage. Some conceptual sketches of these elements will also be presented at the meeting Monday.

We would appreciate hearing any comments you may have by this Friday, October 13th, so that we can look at how those may impact the concept drawing before our meeting Monday. We would also be more than happy to schedule a meeting with you and your staff after next week if you would like to discuss in more detail.

Please don’t hesitate to contact Alisha Gray at 952-939-8285 or myself 952-939-8241 with any questions.

Sincerely,

Chris

Chris LaBounty, PE
Engineering Project Manager
City of Minnetonka
14600 Minnetonka Blvd. | Minnetonka, MN 55345
P: 952-939-8241
Elliott-

Thank you for getting back to me regarding the proposed road reconstruction.

We don’t fully know the answer to the question about the duration of the project at this time, but our goal is to complete work in one construction season. This is generally early April to early November. There is always some construction activity the following year (plantings, final layer of pavement, etc), but the majority of work is done before winter.

Lastly, The city’s consultant is currently working on finalizing the traffic study. We will certainly share the full study with you once the report is completed. The study looks at both current day traffic volumes and 2040 traffic volumes based on redevelopment scenarios in the city’s comprehensive plan and the 2012 Ridgedale Area Study.

Best,

Alisha Gray

Alisha Gray | Economic Development and Housing Manager | City of Minnetonka | 14600 Minnetonka Blvd.
Minnetonka, MN  55345 | p. 952.939.8285 | f. 952.939.8244 | agray@eminnetonka.com

Alisha,

Thank you for bringing these proposed changes to our attention. We will have our site planner and legal team review what you are proposing and then determine next steps. I’m sure they will have questions. We will also reach out to General Growth to get a sense of their thoughts on what you are proposing.

You mentioned that this is slated for 2019- can you be more specific about the duration of the construction?

Thank you,

Elliot Cundiff
Mr. Cundiff-

I requested your contact information from Joan Suko of General Growth Partners to connect with you on a proposed city road project near Ridgedale Mall in Minnetonka, MN.

The city is proposing to reconstruct Ridgedale Drive between Plymouth Road and Interstate 394 in order to replace the deteriorating water main system and complete necessary street improvements. The city is also considering the addition of a landscaped median, multi-use trail and sidewalk along the roadway to improve pedestrian connectivity and safety in this area. The proposed construction would take place in 2019. I’ve attached a pdf copy of the preferred concept that was presented at the city open house in October showing these improvements. Please note that this is a working drawing and line work is subject to change as we receive comments and refine the design. Also included, but not detailed on the attached drawing, are some of the streetscape enhancements that are being considered with the project. This may include new street lighting, landscaped medians, stormwater features, and some new signage.

I am happy to schedule a meeting with you and your staff, the city engineering team, and the city’s engineering consultant, to review the concept with you, obtain feedback, and answer any questions you have regarding the proposed project. This can be accomplished by phone or I can coordinate a video conference at our consultant’s office to have the concept plan visible for the conversation.

If you would like to meet with us, please email me a few available date/times that work for your team and I will coordinate a meeting. Also, please indicate if you would prefer a conference call or a video conference.

Please feel free to contact me if you have any additional questions.

Attachment – Preferred Alternative Design
City project page: https://eminnetonka.com/current-projects/street-projects/2017-street-rehabilitation-ridgedale-drive

Best,

Alisha Gray | Economic Development and Housing Manager | City of Minnetonka | 14600 Minnetonka Blvd.
Minnetonka, MN 55345 | p. 952.939.8285 | f. 952.939.8244 | agray@eminnetonka.com
Hi Alisha,

Do you know if the City will be condemning any of JCP’s property to accomplish this project? We do not know that at this time. The focus of our current effort is to prepare a concept for consideration and comment by the city council and adjacent business owners. In general the city would consider condemnation only after all of the following conditions have been met: (1) the project and final layout has been approved by the council; (2) it is determined that additional right of way is needed from JCP for the project; (3) project funding has been obtained and is determined to be adequate for purchasing necessary right of way; (4) attempts to negotiate with JCP have been unsuccessful. The city makes all reasonable attempts to reach negotiated purchases for needed right of way. The city council would need to authorize the use of condemnation by majority vote.

Also, will there be a time when there is not an open entrance on the south side of the Center near JCPenney? Obviously, we would prefer to keep one entrance open on this side at all times.

A phasing plan has not been created yet, but would be part of the final design of the project, if the project is approved by the City Council. We would anticipate that there would always be an access to the south side of the mall throughout construction, although the location may change in order to construct the project.

Thanks,

Doug
Also, do you have a traffic study that goes along with this traffic concept? We would like to see if it can support the existing and planned developments going on at the Center.

The city’s consultant is currently working on finalizing the traffic study. We can certainly share the full study once the report is completed. The study looks at both current day traffic volumes and 2040 traffic volumes based on redevelopment scenarios in the city’s comprehensive plan and the 2012 Ridgedale Area Study.

Thanks
Doug

---

From: Alisha Gray [mailto:agray@eminnetonka.com]
Sent: Thursday, November 02, 2017 12:43 PM
To: Hinckley, Douglas
Subject: Ridgedale Drive Reconstruction Project

Mr. Hinckley-

I requested your contact information from Joan Suko of General Growth Partners to connect with you on a proposed city road project near Ridgedale Mall in Minnetonka, MN.

The city is proposing to reconstruct Ridgedale Drive between Plymouth Road and Interstate 394 in order to replace the deteriorating water main system and complete necessary street improvements. The city is also considering the addition of a landscaped median, multi-use trail and sidewalk along the roadway to improve pedestrian connectivity and safety in this area. The proposed construction would take place in 2019. I’ve attached a pdf copy of the preferred concept that was presented at the city open house in October showing these improvements. Please note that this is a working drawing and line work is subject to change as we receive comments and refine the design. Also included, but not detailed on the attached drawing, are some of the streetscape enhancements that are being considered with the project. This may include new street lighting, landscaped medians, stormwater features, and some new signage.

I am happy to schedule a meeting with you and your staff, the city engineering team, and the city’s engineering consultant, to review the concept with you, obtain feedback, and answer any questions you have regarding the proposed project. This can be accomplished by phone or I can coordinate a video conference at our consultant’s office to have the concept plan visible for the conversation.

If you would like to meet with us, please email me a few available date/times that work for your team and I will coordinate a meeting. Also, please indicate if you would prefer a conference call or a video conference.

Please feel free to contact me if you have any additional questions.

Attachments – Preferred Alternative Design
City project page: https://eminnetonka.com/current-projects/street-projects/2017-street-rehabilitation-ridgedale-drive

Best,

Alisha Gray | Economic Development and Housing Manager | City of Minnetonka | 14600 Minnetonka Blvd.
Minnetonka, MN 55345 | p. 952.939.8285 | f. 952.939.8244 | agray@eminnetonka.com

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Chris LaBounty

Subject: FW: Ridgedale Drive Reconstruction Project

From: Alisha Gray
Sent: Thursday, November 9, 2017 8:55 AM
To: 'Tracy Hughes'
Subject: RE: Ridgedale Drive Reconstruction Project

Thanks Tracy.

Alisha Gray | Economic Development and Housing Manager | City of Minnetonka | 14600 Minnetonka Blvd.
Minnetonka, MN  55345 | p. 952.939.8285 | f. 952.939.8244| agray@eminnetonka.com

From: Tracy Hughes
Sent: Thursday, November 9, 2017 8:54 AM
To: Alisha Gray <agray@eminnetonka.com>
Subject: RE: Ridgedale Drive Reconstruction Project

I forwarded your contact to our team in that district and they were going to review. I do not know who is assigned.

From: Alisha Gray [mailto:agray@eminnetonka.com]
Sent: Thursday, November 9, 2017 9:51 AM
To: Tracy Hughes
Subject: RE: Ridgedale Drive Reconstruction Project

⚠ EXT MSG:
Ms. Hughes-

I am following up with you to inquire about setting up a meeting to discuss the Ridgedale Drive Reconstruction. Please contact me if you would like to set up a meeting to discuss the project.

Best,

Alisha Gray | Economic Development and Housing Manager | City of Minnetonka | 14600 Minnetonka Blvd.
Minnetonka, MN  55345 | p. 952.939.8285 | f. 952.939.8244| agray@eminnetonka.com

From: Alisha Gray
Sent: Thursday, November 2, 2017 12:47 PM
To: [email protected]
Subject: Ridgedale Drive Reconstruction Project

Ms. Hughes-

I requested your contact information from Joan Suko of General Growth Partners to connect with you on a proposed city road project near Ridgedale Mall in Minnetonka, MN.

The city is proposing to reconstruct Ridgedale Drive between Plymouth Road and Interstate 394 in order to replace the deteriorating water main system and complete necessary street improvements. The city is also considering the addition of a landscaped median, multi-use trail and sidewalk along the roadway to improve pedestrian connectivity and safety in
this area. The proposed construction would take place in 2019. I’ve attached a pdf copy of the preferred concept that was presented at the city open house in October showing these improvements. Please note that this is a working drawing and line work is subject to change as we receive comments and refine the design. Also included, but not detailed on the attached drawing, are some of the streetscape enhancements that are being considered with the project. This may include new street lighting, landscaped medians, stormwater features, and some new signage.

I am happy to schedule a meeting with you and your staff, the city engineering team, and the city’s engineering consultant, to review the concept with you, obtain feedback, and answer any questions you have regarding the proposed project. This can be accomplished by phone or I can coordinate a video conference at our consultant’s office to have the concept plan visible for the conversation.

If you would like to meet with us, please email me a few available date/times that work for your team and I will coordinate a meeting. Also, please indicate if you would prefer a conference call or a video conference.

Please feel free to contact me if you have any additional questions.

Attachment – Preferred Alternative Design
City project page: https://eminnetonka.com/current-projects/street-projects/2017-street-rehabilitation-ridgedale-drive

Best,

Alisha Gray | Economic Development and Housing Manager | City of Minnetonka | 14600 Minnetonka Blvd.
Minnetonka, MN 55345 | p. 952.939.8285 | f. 952.939.8244 | agray@eminnetonka.com

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City Council Agenda Item #14C
Meeting of Jan. 28, 2019

Brief Description: Resolution for the Plymouth Road Trail project (Amy Lane to Minnetonka Boulevard)

Recommended Action: Adopt the resolution

Background

On Aug. 14, 2017, council received the feasibility report and authorized the preparation of plans and specifications for a new 8-foot wide off-road multi-use bituminous trail on the east side of Plymouth Road, from Minnetonka Boulevard north to Hilloway Road. The schedule at the time of approvals indicated the project would be completed in two phases with council consideration of bids and award for each phase separately:

- Phase 1 (2018) - Amy Lane to Hilloway Road
- Phase 2 (2019) - Minnetonka Boulevard to Amy Lane

Phase 1 was substantially completed in the fall of 2018 and remaining restoration will be completed this spring. At this time, plans and specifications for phase 2 have been completed, and staff is requesting authorization to advertise its work for bids.

The proposed project (phase 1 and 2) is a corridor approximately 1.5 miles long and will connect the Minnetonka Mills/Lake Minnetonka LRT Regional Trail to the Ridgedale Mall area for both recreational and transportation uses.

Proposed Improvements: Phase 2

Phase 2 improvements generally include a new 8-foot wide off-road multi-use bituminous trail, with a 4-foot wide grass boulevard matching into the existing bituminous curb, similar to as constructed in Phase 1. In areas with steep slopes or constrained right-of-way, the boulevard is reduced and concrete curb and gutter is proposed as additional barrier to meet county safety guidelines. Grading, tree removal, and impacts to driveways and landscaping of adjacent properties are needed to construct the trail to meet Hennepin County standards; however, these impacts have been minimized.

Potential crosswalk locations in phase 2 were also reviewed with Hennepin County during final design and it was determined to generally not stripe across Plymouth Road, or side streets at uncontrolled intersections due to acceptable sightlines and potential for numerous crossing locations. Hennepin County does however recommend a new crosswalk on the north side of the intersection at Cedar Lake Road, which is a controlled, signalized intersection.

Additionally, in coordination with Hennepin County, pedestrian safety improvements are proposed at the intersection of McGinty Road and Plymouth Road. Improvements in this area include shifting and restriping the roadway lanes to provide better sightlines and an improved crosswalk, median refuge area and improved pedestrian signage across Plymouth Road. While staff does not typically support crossings at uncontrolled intersections, review with Hennepin
County determined a higher volume of pedestrian crossings at this location did warrant an improved safety crossing. At this time, the project does not include push button or flashing lights due to warrants not being met, however if pedestrian volumes were to significantly increase in the future, this may be again reviewed.

**Easements**

The project does require both five temporary and three permanent trail easement acquisitions from five parcels. During final design, staff met with property owners to discuss project needs and at this time, all property owners have agreed to donate the necessary easements.

**Overhead Power Burial**

On Aug. 14, 2017, council approved an agreement with Xcel Energy to begin the burial of overhead power on Plymouth Road from Hilloway Road to Woodbridge Trail. At this time, Xcel Energy has completed the burial work and is scheduled to remove poles this spring.

Staff is currently coordinating with Xcel Energy on the second phase of overhead power burial from Woodbridge Trail to Minnetonka Boulevard. The burial work would begin this spring and would be completed concurrent with the trail construction in phase 2. It is anticipated that an agreement for this work would be presented to council for their consideration on March 18, 2019.

**Public Input**

An informational meeting was held on July 20, 2017. In addition to the webpage notification of the meeting and an article published citywide in the Minnetonka Memo, approximately 419 mailers were sent directly to residents and businesses in the area. Staff also installed signs in three locations (readable in both north and south directions) along the east side of Plymouth Road in the proposed trail location indicating the “Proposed Trail” and providing signup information for project updates. Currently 379 subscribers have signed up.

Approximately 45 residents attended the meeting and staff presented a concept layout of the proposed trail project in a short presentation. Staff discussed how trail projects are very intensive and disruptive to adjacent properties and that this project will require tree removal and impacts to properties including landscaping and driveways. Staff also discussed the feasibility report recommendation that the trail be located on the east side of the road for the following reasons: the existing trail north of the project area is on the east side, the existing connections on Cedar Lake Road are on the east side, fewer utility conflicts, fewer impacts to driveways and private landscaping, and connections to the existing school, library, and Minnetonka Mills businesses are on the east side, thus minimizing roadway crossings.

Following the presentation and general questions, city and Hennepin County staff provided an open house format to take one-on-one feedback from residents. Residents were generally very supportive of the project.

At the meeting, staff further presented information on the different ways to stay informed during construction. As they have for other city projects, staff will use various strategies to provide updates, including signage, text alerts, email updates, citizen alerts, and newsletters. In the
recent weeks, staff sent out an update to all 379 Plymouth Road Trail project subscribers, indicating council would consider the project at the Jan. 28, 2019 meeting. This update was also posted to the webpage.

**Estimated Project Costs and Funding**

The total estimated construction cost for phase 2, including contingency, is $1,650,000. The total expenses for phase 1 and phase 2 are also shown below as a combined cost since it more accurately represents the scope of the entire trail project. The budget amount for the total project is shown below and is included in the 2019-2022 CIP and phase 1 approvals.

The city had previously received a 2017 Hennepin County Bikeway Participation program grant for the construction of phase 1 in 2018, in the amount of $100,000, the maximum amount possible for this grant. The city was also successful in a second grant application for phase 2, Amy Lane to Minnetonka Boulevard, and was awarded $100,000, again the maximum amount possible for this grant. The grant will require a cooperative agreement which would be considered by council concurrent with a future contract award.

On Jan. 8, 2019, Hennepin County staff indicated an additional $50,000 of funding was available to assist with the cost of new pedestrian safety improvements at the intersection of McGinty Road and Plymouth Road. This review did slightly increase design costs, along with further county bridge review over the BNSF Railroad, which are reflected in the funding table below. The additional county funding is contingent on County Board approval, scheduled for consideration in the coming weeks.

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Proposed Funding</th>
<th>Phase 1 Expense</th>
<th>Phase 2 Expense</th>
<th>Total Project Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Costs</td>
<td>$200,000</td>
<td>$1,650,000</td>
<td>$1,850,000</td>
<td></td>
</tr>
<tr>
<td>Contingencies</td>
<td>$20,000</td>
<td>$150,000</td>
<td>$185,000</td>
<td></td>
</tr>
<tr>
<td>Engineering, Administration, and Indirect Costs</td>
<td></td>
<td></td>
<td></td>
<td>$485,000</td>
</tr>
<tr>
<td>Overhead power burial</td>
<td></td>
<td></td>
<td></td>
<td>$900,000</td>
</tr>
<tr>
<td>Park and Trail Improvement Fund</td>
<td>$2,270,000</td>
<td>$2,270,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hennepin County Grant</td>
<td>$200,000</td>
<td>$250,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Franchise Fund</td>
<td>$900,000</td>
<td>$900,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$3,370,000</strong></td>
<td><strong>$3,420,000</strong></td>
<td><strong>$220,000</strong></td>
<td><strong>$1,650,000</strong></td>
</tr>
</tbody>
</table>

*The total project expense is shown to have increased due to additional county funds received for work requested, however the proposed city budget amount and expenses are as included in the 2019-2022 CIP.*
Schedule

If the recommended actions are approved by council, staff is currently planning to open bids for phase 2 on March 1 with intentions of council consideration to award the contract on March 18, 2019. Trail construction on phase 2 is expected to begin in the spring and be complete by fall.

Recommendation

Adopt the attached resolution accepting plans and specifications and authorizing the advertisement for bids for the Plymouth Road trail project from Amy Lane to Minnetonka Boulevard, Project No.19206.

Submitted through:
   Geralyn Barone, City Manager
   Will Manchester, PE, Director of Engineering

Originated by:
   Phil Olson, PE, Assistant City Engineer
Resolution No. 2019-
Resolution accepting plans and specifications
and authorizing the advertisement for bids for the
Plymouth Road Trail project from Amy Lane to Minnetonka Boulevard

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

Section 1. Background.

1.01. Pursuant to city council authorization on Aug. 14, 2017, plans and specifications
have been prepared by and/or under the direction of the city engineer who is a
Licensed Professional Engineer in the State of Minnesota for the Plymouth Road
trail project.

1.02. The plans and specifications for the construction of the aforementioned project
have been presented to the city council for approval.

Section 2. Council Action.

2.01. The plans and specifications, copies of which are on file in the engineering
department, are hereby accepted upon the recommendation of the city engineer.

2.02. The city clerk shall prepare and cause to be inserted in the official newspaper
and in Finance & Commerce an advertisement for bids for the making of such
improvements under such approved plans and specifications. The advertisement
shall specify the work to be done, shall state that bids will be opened and read
aloud at 10 a.m., local time, on March 1, 2019, in the Council Chambers at the
Minnetonka City Hall, and that no bids will be considered unless sealed and filed
with the clerk and accompanied by a cash deposit, cashier's check, bid bond or
certified check made payable to the city clerk for five (5) percent of the amount of
the bid.

Adopted by the City Council of the City of Minnetonka, Minnesota, on Jan. 28, 2019.

________________________________________
Brad Wiersum, Mayor

ATTEST:

________________________________________
Becky Koosman, Acting City Clerk
ACTION ON THIS RESOLUTION:

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

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on Jan. 28, 2019.

__________________________________________
Becky Koosman, Acting City Clerk
Plymouth Road Trail

- Proposed Trail
- Phase 1
- Phase 2

This map is for illustrative purposes only.
<table>
<thead>
<tr>
<th>Funding Sources</th>
<th>2018 CIP</th>
<th>2018 CIP Amendment</th>
<th>2019 CIP</th>
<th>Total CIP Funding</th>
<th>Estimated Funding</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Park and Trail Fund</td>
<td>$100,000</td>
<td>$20,000</td>
<td>$2,150,000</td>
<td>$2,270,000</td>
<td>$2,270,000</td>
<td>$-</td>
</tr>
<tr>
<td>Electric Franchise Fund</td>
<td>$450,000</td>
<td>$0</td>
<td>$450,000</td>
<td>$900,000</td>
<td>$900,000</td>
<td>$-</td>
</tr>
<tr>
<td>Hennepin County</td>
<td>$100,000</td>
<td>$0</td>
<td>$150,000</td>
<td>$250,000</td>
<td>$250,000</td>
<td>$-</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>$650,000</td>
<td>$20,000</td>
<td>$2,750,000</td>
<td>$3,420,000</td>
<td>$3,420,000</td>
<td>$-</td>
</tr>
</tbody>
</table>
January 8, 2019

Phil Olson, P.E. – Assistant City Engineer
City of Minnetonka
14600 Minnetonka Boulevard
Minnetonka, MN 55345

Re: Plymouth Road (CSAH 61) trail and safety improvements

Dear Mr. Olson:

This memo of understanding indicates Hennepin County staff’s willingness to seek County Board approval for county participation using capital safety funds for the following safety improvements at the intersection of Plymouth Road (CSAH 61) and McGinty Road in Minnetonka:

- Reconfiguration of the existing lanes to introduce a dedicated left-turn lane
- Construction of a raised median to provide traffic calming and a pedestrian crossing refuge
- Realignment of McGinty Road to improve sight distance

These improvements are anticipated to occur in 2019 in conjunction with the city’s Plymouth Road (CSAH 61) Multi-Use Trail Project. The planning level cost estimate for the safety improvements listed above is approximately $100,000. Hennepin County staff is recommending county cost participation for an amount not to exceed $50,000. For reference, the county previously agreed to participate up to $100,000 toward construction costs for the multi-use trail project (per BAR 18-0338 adopted on August 21, 2018).

County staff will remain in conversations with City of Minnetonka staff to review plans and provide feedback as the design process continues. In addition, the multi-use trail project agreement in draft form between the county and city will be revised to include this additional county cost participation along with providing specific details related to project scope, funding, and maintenance responsibilities. Thank you for your continued partnership.

Sincerely,

Chad Ellos, P.E.
Transportation Planning Division Manager
City Council Agenda Item #14D
Meeting of Jan. 28, 2019

Brief Description
Resolution denying the preliminary plat of WILLISTON HEIGHTS ADDITION, a four-lot subdivision that does not meet the tree ordinance, at 4716 and 4724 Williston Road.

Recommendation
Adopt the resolution denying the preliminary plat

Background
Butch Sprenger of Destiny Homes is proposing to divide the existing properties 4716 and 4724 Williston Road into four, single-family lots. The combined 2.38-acre site is located northwest of the Williston Road/Williston Lane intersection. The northern lot is improved with a 2,600 square foot single-family home and accessory structures. The home on the southern lot was recently demolished and a new single-family home is currently under construction.

Proposal Summary

- **Proposed Lots and Homes.** As proposed, the subject lots would meet the minimum lot size and dimensional requirements outlined in city code. Additionally, each home would acquire access off Semrud Circle. If approved, the home under construction on the southern lot would remain and three new homes would be constructed to the north.

- **Site Impacts.** As proposed, significant grading would occur to prepare the site for the three new homes. This grading would result in removal of, or substantial impact to, 34 of the 46 high priority trees on the site, or 74 percent. This proposal is noncompliant with the tree ordinance requirements, which limits high priority tree removal to 35 percent.

Alternative Plans

Since the project submittal in Oct. 2018, staff has had several discussions with the applicant regarding the plan’s non-compliance with the tree ordinance. These discussions included recommendations from staff that would bring the proposal closer to compliance with the ordinance. These recommendations included:

- Limiting grading;
- Reducing building footprints; and
- Alternative driveway and home locations.

The applicant has elected to not modify their request.

Planning Commission Hearing

The planning commission considered the proposal on Jan. 17, 2019. The staff report from that meeting and various plans and documents describing the proposal are attached. Staff recommended denial of the subdivision noting:
Subject: Williston Heights Addition, 4716 and 4724 Williston Rd.

1) The subdivision would remove 74 percent of the high priority trees on the site, which is significantly above the amount permitted by ordinance; and

2) There are alternative driveway and home locations that would increase tree preservation.

The applicant’s representative was present at the meeting but did not approach the commission to present, answer questions, or comment.

At the planning commission meeting, a public hearing was opened to take comment. One person came forward to ask questions regarding the approvals for the construction of the new home on the southern lot and the potential wetland on the site.

Planning Commission Recommendation

On a 6-0 vote, the commission recommended that the city council deny the request. Meeting minutes are attached. There have been no changes to the proposal.

Staff Recommendation

Staff recommends the city council adopt the resolution denying the preliminary plat for the WILLISTON HEIGHTS ADDITION at 4716 and 4724 Williston Rd.

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

Originator: Drew Ingvalson, Planner
**Brief Description**

Preliminary plat of WILLISTON HEIGHTS, a four-lot subdivision at 4716 and 4724 Williston Road

**Recommendation**

Recommend the city council adopt the resolution denying the plat

---

**Introduction**

Butch Sprenger of Destiny Homes is proposing to divide the existing properties 4716 and 4724 Williston Road into four, single-family lots. The home under construction on the southern lot would remain and three new homes would be constructed to the north. (See attached.)

**Proposal Summary**

The following is intended to summarize the applicant’s proposal. Additional information associated with the proposal can be found in the “Supporting Information” section of this report.

- **Existing Site Conditions.** The combined 2.38-acre site is located northwest of the Williston Road/Williston Lane intersection. The northern lot is improved with a 2,628 square foot single-family home, built in 1928, and a detached garage. The home on the southern lot was recently demolished and a new single-family home is currently under construction.

  The existing home on the northern lot is located on a high elevation point of combined site. The property slopes downward in all directions from this area, with a significant depression on the northeast side of the property (near Williston Rd.).

- **Proposed Lots.** The applicant proposes to subdivide the existing two lots into four lots. The proposed lots would all be accessed off Semrud Cir. As proposed, the subject lots would meet all of the minimum lot size and dimensional requirements. (See below).

<table>
<thead>
<tr>
<th>Required by ordinance</th>
<th>Lot 1</th>
<th>Lot 2</th>
<th>Lot 3</th>
<th>Lot 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total area</strong></td>
<td>22,000 sf</td>
<td>27,300 sf</td>
<td>25,610 sf</td>
<td>23,140 sf</td>
</tr>
<tr>
<td><strong>Buildable area</strong></td>
<td>3,500 sf</td>
<td>~ 13,025 sf</td>
<td>~ 12,520 sf</td>
<td>~ 10,815 sf</td>
</tr>
<tr>
<td><strong>Width at ROW</strong></td>
<td>80 ft.</td>
<td>90 ft.*</td>
<td>110 ft.</td>
<td>110 ft.</td>
</tr>
<tr>
<td><strong>Width at setback</strong></td>
<td>110 ft.</td>
<td>115 ft.</td>
<td>110 ft.</td>
<td>110 ft.</td>
</tr>
<tr>
<td><strong>Lot depth</strong></td>
<td>125 ft.</td>
<td>265 ft.</td>
<td>235 ft.</td>
<td>210 ft.</td>
</tr>
</tbody>
</table>

*Lot 1 is located on a cul-de-sac bulb and is only required to have 65 ft of width at ROW

- **Site impacts.** As proposed, significant grading would occur to prepare the site for the three new homes. This grading would result in removal of, or substantial impact to, 34 of the 46 high priority trees, or 74 percent.
In addition, several of the 54 significant trees on the site would also be removed for construction of the proposed homes. However, final tree removal counts and mitigation would be determined during the building permit review process.

**Primary Questions and Analysis**

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

- **Do the lots meet the minimum area and dimensional standards?**
  
  Yes. The city’s subdivision ordinance outlines minimum area and dimensional standards for single-family residential lots (see the table on the previous page). The proposed lots would meet and exceed the minimum R-1 lot standards.

- **Would the proposal meet the tree ordinance?**
  
  No. By city code, no more than 35 percent of the high priority trees on subdivision site may be removed to accommodate development. As proposed, the subdivision would remove 74 percent of the high priority trees, which is significantly above that amount permitted by ordinance.

  City code also states that, “principal structures and associated facilities must be located to maximize tree preservation. The city may specify the location of the principal structures and associated facilities in order to ensure a reasonable amount of tree preservation.” Staff has recommended alternative home and driveway locations, grading changes, and reductions in home footprints to the application. However, the applicant has elected to continue with the noncompliant request. As such, staff has found that the proposed plan has not met this requirement of the tree ordinance as there are alternative driveway and home locations that would increase tree preservation.

**Staff Recommendation**

Recommend the city council adopt the resolution denying the preliminary plat request for WILLISTON HEIGHTS.

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

**Project No.** 18034.18a

**Property** 4716 and 4724 Williston Rd.

**Applicant** Butch Sprenger, Destiny Homes

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

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

**Grading**
As required by the subdivision application process, generalized home footprints, locations, and grading plans have been submitted by the applicant (see attached). These plans have been reviewed by staff to ensure compliance with various city ordinances and policies. The applicant would be required to submit specific plans to be reviewed by staff at the time of building permits, if the subdivision is approved.

**Tree Ordinance**
In 2008, the City of Minnetonka amended its tree protection ordinance. The city amended this ordinance in response to subdivisions that resulted in mass grading and removal of significant amounts of large, mature trees. The update to this section of the ordinance included a provision that limits the removal of high priority trees within subdivisions to 35 percent. In addition, there is a “look back” clause that permits the city to include trees that have been removed within 3 years of the proposal. As such, the city has included high priority trees located on the southern lot prior to the construction of the new home.

During the creation of the tree ordinance, the city made deliberate efforts to discourage applicants from submitting plans that did not meet the tree ordinance. As such, the city provided three subdivision alternatives for developments that do not meet the tree ordinance requirements. None of these alternatives would apply to the applicant proposal:

- **Alternative #1.** Develop at one lot per acre.
  - The subject site includes two lots that are a combined 2.38 acres. Due to the size of the combined lots, no additional lots would be permitted by ordinance if the plan does not meet the tree ordinance.

- **Alternative #2.** Rezone the property to planned unit development (PUD).
PUD subdivisions are only permitted when the subdivision results in one of the following public benefits:

- Greater preservation of natural resources;
- Affordable housing;
- Housing type of target housing price that is desired by the city;
- A mix of land use types;
- Compatible developments at an intensity that is no longer allowed in other existing zoning districts;
- Greater energy conservation; or
- Other public benefits recognized by the city.

The subject application would not meet any of the above-described public benefits and, thus, would not be supported by staff as a planned unit development.

**Alternative #3. Provide a greater public good.**

- The city can waive tree protections if a greater public good is being provided, such as:
  - Providing reasonable use or access to the property;
  - Providing affordable housing;
  - Creation or rehabilitation of a public road or trail;
  - Providing a utility service;
  - Creation or rehabilitation of a public park; or
  - Enabling redevelopment in a designated redevelopment area.

The subject application does not provide a “greater public good” as described above.

**Alternative Plans**

Since the application submittal in October 2018, staff has had several discussions with the applicant regarding the plan’s non-compliance with the tree ordinance. These discussions have included recommendations from staff to bring the proposal closer to compliance with ordinance. These recommendations have included:

- Limiting grading;
- Reducing building footprints; and
- Alternative driveway and home locations.

The applicant has elected to not modify their request.

**Potential Wetland**

There is a depression in the northeast corner of the subject site that could potentially be a wetland. If the plat were approved, the applicant would need to hire a wetland professional to examine the depression for wetland characteristics. If wetland characteristics were found in this area, then a wetland delineation would need to be completed and a conservation easement would need to be placed over the required wetland and buffer area.

**Stormwater**

Stormwater management would be required for each of the new homes to provide for infiltration, water quality and rate control for all impervious surfaces. Each of the homes would provide individual
stormwater management, which would be reviewed at the time of a building permit.

**Neighborhood Comments**

The city sent notices to 60 area property owners and received no comments to date.

**Pyramid of Discretion**

This Proposal

**Motion Options**

The planning commission will make a recommendation to the city council on the applicant’s proposal. A recommendation for approval requires an affirmative vote of a simple majority. The city council’s final approval requires affirmative votes of five members. The planning commission has two options:

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

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

**Deadline for Decision**

Jan. 28, 2019. The commission cannot table this request
Location Map

Project: Williston Heights
Address: 4716 & 4724 Williston Rd
Northern Lot Structures
(picture taken from Williston Rd.)
Preliminary Plat
WILLISTON HEIGHTS

Certificate of Survey
and
Grading and Drainage Plan

WRITTEN STATEMENT OF PROPOSED USE:

It is the intention of the Owner and Applicant to subdivide and plat the property into 4 single-family home sites, and upon approval construct single-family homes upon the three of the four lots that will be created that currently do not have a single-family home being constructed.

Legal Description: Lots 1 & 2, Block 1, SEVERED FEE INTEREST.

Property area: 2.38 acres

Number of lots: 4

Average lot area = 25,870 sqft.

Minimum lot size = 23,142 sqft.

All streets existing, no new streets proposed. Stormwater treatment needs to be determined as the time a house is proposed.

Scale: 1" = 40'

BRANDT ENGINEERING & SURVEYING, LLC
1713 Southcross Drive W., Suite A
Burnsville, MN 55336
(952) 435-1966

Proposed plat and site plan for
WILLISTON HEIGHTS
596-13-18 SHEET 1 OF 1 SHEETS
TREE PLAN

for

WILLISTON HEIGHTS

Species list | ID | DBH | Condition | Species list | ID | DBH | Condition
--- | --- | --- | --- | --- | --- | --- | ---
Bur oak | 1483 | 36 | 8 Black walnut | 1510 | 18 | 8
White oak | 1484 | 32 | 6 Black walnut | 1531 | 18 | 8
Red maple | 1485 | 11 | 6 Box elder | 1522 | 16 | 3
Black cherry | 1486 | 18 | 4 Black walnut | 1523 | 7 | 6
Northern red oak | 1487 | 31 | 5 Black walnut | 1524 | 20 | 6
Northern red oak | 1488 | 7 | 0 Black walnut | 1525 | 14 | 7
Red pine (Norway pine) | 1489 | 12 | 5 Box elder | 1526 | 20 | 5
Red pine (Norway pine) | 1490 | 13 | 5 Box elder | 1527 | 17 | 5
Eastern hemlock (lim) | 1491 | 8 | 6 Box elder | 1528 | 15 | 4
Red pine (Norway pine) | 1492 | 12 | 5 Black walnut | 1529 | 15 | 5
Red pine (Norway pine) | 1493 | 12 | 5 Red maple | 1540 | 10 | 7
Rock elm | 1493 | 10 | 5 Red maple | 1541 | 7 | 7
Red pine (Norway pine) | 1494 | 12 | 6 Red maple | 1542 | 12 | 5
American basswood | 1496 | 11 | 7 Red maple | 1543 | 8 | 6
Silver maple | 1497 | 18 | 4 Red maple | 1544 | 8 | 4
Sugar maple | 1498 | 18 | 5 Red maple | 1545 | 6 | 6
Silver maple | 1499 | 19 | 5 Red maple | 1546 | 10 | 6
Silver maple | 1500 | 20 | 4 Red maple | 1547 | 6 | 6
White oak | 1501 | 30 | 7 White Spruce | 1548 | 14 | 7
White oak | 1502 | 30 | 5 Eastern Cottonwood | 1549 | 12 | 8
Northern red oak | 1503 | 26 | 5 Box Elder | 1550 | 14 | 2
White spruce | 1504 | 8 | 6 Red maple | 1551 | 8 | 1
Northern red oak | 1505 | 24 | 2 Red maple | 1552 | 10 | 6
Red maple | 1506 | 16 | 7 Red maple | 1553 | 10 | 6
Red maple | 1507 | 19 | 6 Silver Maple | 1554 | 44 | 5
Bur oak | 1508 | 18 | 3 Eastern Red Cedar | 1555 | 14 | 6
Red maple | 1509 | 14 | 7 Silver Maple | 1556 | 44 | 5
Northern red oak | 1510 | 34 | 8 Silver Maple | 1557 | 23 | 3
Northern red oak | 1511 | 246 | 0 Silver Maple | 1558 | 46 | 6
Bur oak | 1512 | 20 | 6 Scots Pine | 1559 | 34 | 4
American basswood | 1513 | 18 | 5 White Spruce | 1560 | 18 | 4
American basswood | 1514 | 14 | 5 Blue Spruce | 1561 | 14 | 4
Red pine (Norway pine) | 1515 | 14 | 4 Blue Spruce | 1562 | 9 | 5
Red maple | 1516 | 12 | 7 Basswood | 1563 | 10 | 6
Red maple | 1517 | 6 | 2 Basswood | 1564 | 10 | 6
Red maple | 1518 | 7 | 7 Red maple | 1565 | 20 | 6
Box elder | 1519 | 6 | 3 Red maple | 1566 | 18 | 7
Eastern cottonwood | 1520 | 22 | 7 Red maple | 1567 | 10 | 5
Red maple | 1521 | 7 | 7 Red maple | 1568 | 13 | 5
Red maple | 1521 | 6 | 6 Red maple | 1569 | 14 | 5
Box elder | 1523 | 8 | 5 Red maple | 1570 | 13 | 5
Box elder | 1525 | 10 | 3 Bur oak | 1571 | 10 | 6
Box elder | 1526 | 83 | 0 Black walnut | 1572 | 22 | 7
Box elder | 1527 | 27 | 3 Dead Trees | 1573 | no tag | no tag
Box elder | 1528 | 6 | 5 US species Under Story Tree, also no tag
Eastern cottonwood | 1529 | 22 | 6 US species American Beech, also no tag

Legend
- High Priority Tree Saved (12)
- High Priority Tree Lost (34)

Previously removed for construction of a new home

Scale: 1" = 30'

Tree Inventory
for

BRANDT ENGINEERING & SURVEYING LLC
1713 Southcross Drive W, Suite A
Burnsville, MN 55336
(952) 435-1966

SHEET 1 OF 2 SHEETS
Comments Submitted after the Completion of the Planning Commission Staff Report
Hi Drew,

For the past 28 years my wife and I have resided at 4722 Semrud Circle. We also own the house next door 4714 Semrud Circle.

In general we’re not opposed to the subdivision but I wanted to bring to the Cities attention that adding four new driveways to Semrud Circle will most likely compound a problem we already have.

As is, when we have a heavier rain, water will run across Semrud Circle from the east, go over the small bituminous curb and run through our front yard. This occurs a couple times each year.

I’m thinking with the additional run off from four new driveways this will occur more often and from normal rain falls. Already, with the one new driveway installed last fall, rain water came directly from the driveway crossed Semrud Circle and ran through our yard where it hadn’t occurred before.

If the project is approved, I hope the City will consider this and take the necessary steps in the development process to prevent this condition from becoming a bigger problem.

I’ve attached a couple pictures that shows the condition. Please share this with the appropriate parties.

Thank You,

Steve & Jennifer Embretson
Tim Whitten, of Whitten and Associates, applicant, stated that:

- It was great working with staff.
- The slope prevents creating deep lots, so the lots would be wide and shallow.
- The locations for the driveways were limited.
- He was pleased that the proposal would not require a variance.
- He was available for questions.

The public hearing was opened. No testimony was submitted and the hearing was closed.

_Powers moved, second by Sewall, to recommend that the city council adopt the resolution approving the preliminary plat of Inverness Estates, a two-lot subdivision at 13321 Inverness Road._

_Luke, Powers, Sewall, Henry, Knight, and Kirk voted yes. Hanson was absent. Motion carried._

B. Resolution denying the preliminary plat of Williston Heights, a four-lot subdivision at 4716 and 4724 Williston.

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

Ingvalson reported. He recommended denial of the application based on the findings listed in the staff report.

The public hearing was opened.

Celeste DeMars, 14900 Peteler Lane, stated that:

- She was concerned with the significant deviation.
- Lot 4 looks like it is already being developed. She asked about the high-priority trees.
- She confirmed with staff that the northeast area on Lot 1 would be protected if it is determined to be a wetland.

No additional testimony was submitted and the hearing was closed.

Ingvalson explained that when an existing house is demolished and a new one is built on the same lot, then the tree ordinance does not apply. The tree ordinance only applies to newly formed lots created by division of a property. At this point, because Lot 4 is included in the proposed plat, the trees are included in review of the look-back clause.
Ingvalson confirmed that additional requirements would be applied if the area would be identified as a wetland which would impact the setbacks for Lot 1. The trees would be preserved in the existing plan and would not be removed if the area would be determined to be a wetland.

Knight asked if the two lots on the cul de sac would have property lines the same distance to the edge of the paved cul de sac or if the paved portion would extend more into the developed lot. He questioned if the cul de sac could be reconfigured to be similar to most cul de sacs. Ingvalson stated that engineering staff have no concerns with the shape of the cul de sac. Thomas added that the dimensions of the right of way and pavement meet all requirements.

Henry confirmed with Ingvalson that trees located in the right of way would be removed and a three-lot plat would still violate tree ordinance requirements.

Powers supports denying the proposal on the basis that it would remove too many trees. He agrees with staff’s recommendation.

Sewall saw no reason to not adhere to the tree ordinance for this application. He supports staff’s recommendation.

Chair Kirk supports staff’s recommendation.

**Powers moved, second by Luke, to recommend that the city council adopt the resolution denying the preliminary plat request for Williston Heights with a correction provided in the change memo dated Jan. 17, 2019.**

**Luke, Powers, Sewall, Henry, Knight, and Kirk voted yes. Hanson was absent. Motion carried.**

Chair Kirk stated that an appeal of the planning commission’s decision must be made in writing to the planning division within 10 days.

C. **Items concerning the Minnetonka Police and Fire facility project at 14500 and 14600 Minnetonka Blvd.**

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

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

Powers asked if a warning device to signal when an emergency vehicle would be exiting onto Minnetonka Blvd. could be located on city property. Gordon explained that the county’s right of way on Minnetonka Blvd. is very wide and extends into the wetland adjacent to city hall.
Resolution No. 2019-

Resolution denying the preliminary plat of WILLISTON HEIGHTS, a four lot subdivision that does not meet the tree protection ordinance, at 4716 and 4724 Williston Road

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

Section 1.  Background.

1.01 The applicant, Butch Sprenger, has requested preliminary plat approval for WILLISTON HEIGHTS, a four-lot subdivision. The proposed preliminary plat does not meet requirements of the tree protection ordinance.

1.02 The subject properties are located at 4716 and 4724 Williston Road. They are legally described as follows:

LOT 1 and 2, BLOCK 1, SEMRUD FIRST ADDITION, HENNEPIN COUNTY, MINNESOTA.

1.03 On Jan. 17, 2019, the planning commission held a hearing on the proposed plats. The applicant was provided the opportunity to present information to the commission. The commission considered all of the comments received and the staff report, which are incorporated by reference into this resolution. The commission recommended that the city council deny the preliminary plat.

Section 2. General Standards.

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

2.02 City Code §300.028 (19) outlines tree removal requirements for residential subdivisions. These standards are incorporated by reference into this resolution.

Section 3. Findings.

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

3.02 The preliminary plat would not meet the tree ordinance requirements outlined in City Code §300.028 (19).
1. Removal of high priority trees is restricted to 35 percent for subdivisions. The proposed subdivision would result in removal of 34 of the 46 high priority tree on the site, or 74 percent.

2. Under the tree protection ordinance, “principal structures and associated facilities must be located to maximize tree preservation. The city may specify the location of the principal structures and associated facilities in order to ensure a reasonable amount of tree preservation.” City staff has recommended alternative home and driveway locations to the applicant; however, the applicant has elected to continue with the noncompliant request.


4.01 The above-described preliminary plat is hereby denied based on the findings outlined in section 3.02 of this resolution.

Adopted by the City Council of the City of Minnetonka, Minnesota, on Jan. 28, 2019.

Brad Wiersum, Mayor

Attest:

Becky Koosman, Acting City Clerk

Action on this resolution:

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

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on Jan. 28, 2019.

Becky Koosman, Acting City Clerk
City Council Agenda Item #14E
Meeting of Jan. 28, 2019

Brief Description
Items concerning the City of Minnetonka Police and Fire Facility Project at 14500 and 14600 Minnetonka Blvd:

1) Major amendment to an existing master development plan;
2) Conditional use permit; and
3) Site and building plan review

Recommendation
Adopt the ordinance and resolution approving the project.

Proposal
The city is proposing to construct a new fire station and repurpose the existing police and fire facility into a remodeled police station. As proposed the new construction and remodeled space would be roughly 95,000 square feet in size. The combined facility would be sited generally north and east of the current police and fire facilities on the civic center campus.

Planning Commission Hearing
The planning commission considered the request on Jan. 17, 2019. Staff recommended approval of the project, noting that it would meet all minimum city code standards. The staff report, various plans and documents describing the project are attached. Though a public hearing was opened, no comments were received.

Planning Commission Recommendation
The planning commission discussed the project taking interest in circulation and traffic safety issues as well as building efficiency and innovation improvements. On a 6-0 vote, the commission recommended that the city council approve the project. Meeting minutes are attached.

Staff Recommendation
Adopt the ordinance and resolution approving the project.

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

Originator: Loren Gordon, AICP, City Planner
Brief Description

Items concerning the City of Minnetonka Police and Fire Facility Project at 14500 and 14600 Minnetonka Blvd:

1) Major amendment to an existing master development plan, 
2) Conditional use permit; and 
3) Site and building plan review

Recommendation

Recommend the city council adopt the ordinance and resolution approving the project.

Background

In 1986, the city approved a master development plan for the civic center campus. The plan has been amended periodically as existing facilities have expanded and new facilities have been constructed.

In August 2018, the planning commission and council reviewed a concept plan for construction of a new fire station on the campus and repurposing of the existing police and fire facility into a remodeled police station. The minutes of those reviews are attached.

Proposal

Since 2017, the city has been developing a plan to construct a new fire station on the city campus and repurpose the existing police and fire facility into a remodeled police station. The current Minnetonka Central Fire Station was built 45 years ago. The police station was constructed 30 years ago. Although operations and facilities have evolved and adapted to changing times and demands, planning for new facilities to meet future needs commenced in 2017 after a multi-year study of emergency operations.

Formal applications have now been submitted for the new fire station and remodeled police station. The submitted plans generally reflect the previously reviewed concept plan. As proposed, the new construction and remodeled space would be roughly 95,000 square feet in size. The combined facility would be sited generally north and east of the current police and fire facilities on the civic center campus.

Public access would remain in the same general location from the north campus parking lot. The existing emergency vehicle access drive to Minnetonka Blvd. would continue as the main operational access. A second access to accommodate fire apparatus returning to the station would be constructed on the north side of the fire station. The traffic study for the civic center campus recommended slight changes to the northern parking lot drive-isle to ensure adequate turning movement for vehicles returning to the station. Additionally, pruning of vegetation in the center median was also recommended to improve sight lines especially at the community center entrance.

The proposal requires approval of:
1) **Master Development Plan Amendment.** By City Code §300.22 Subd.9, the proposal requires a major amendment to the existing civic center master development plan, as the proposal: (1) substantially alters the location of buildings; and (2) increases the gross floor area of the building by more than 10 percent. Major amendments can only be approved by ordinance.

2) **Conditional Use Permit.** By City Code §300.22 Subd.3, all uses allowed by conditional use permit within any other district are allowed by conditional use permit in a PUD. Public buildings are conditionally-permitted uses in all zoning districts.

3) **Site and Building Plan Review.** By city code, site and building plan review is required for the construction of any non-single-family residential building.

**Primary Questions and Analysis**

The planning commission’s charge is to review proposed land uses and determine whether they are appropriate given zoning ordinance standards and land use policy. The funding of city projects and the programming of city park facilities are not the purview of the planning commission; the city council and park board make such decisions. The following outlines the primary land use questions associated with the proposed recreational improvements and staff’s findings.

1. **Are the proposed improvements appropriate?**

   Yes. The expanded facility to accommodate police and fire operations is appropriate. The civic center campus currently accommodates police and fire operations. Expansion of facilities at their current location is logical and reasonable.

2. **Are the anticipated impacts acceptable?**

   Yes. The expanded footprint is located in an area of the civic center campus that is currently unprogrammed space. The proposed plans allow for a reasonable building expansion while minimizing impact to the natural environment surrounding the campus.

**Staff Recommendation**

Recommend the city council adopt the ordinance and resolutions approving the police and fire facility improvements on the Minnetonka Civic Center Campus at 14500 and 14550 Minnetonka Boulevard:

Originator: Loren Gordon, AICP, City Planner
Supporting Information

Surrounding Land Uses
Northerly: Minnehaha Creek, single-family homes beyond
Easterly: Minnehaha Creek, single-family homes and I-494 beyond
Southerly: Minnetonka Blvd and regional trail beyond
Westerly: School and church property

Planning
Existing Zoning: PUD
Guide Plan designation: Institutional and Parks

Shoreland Management:
The proposed expansion area of the civic center campus is located outside of the Shoreland Management Overlay District.

Steep Slopes:
The upland knoll has slopes ranging between 22-27 percent. Grading is allowed in these areas with adequate design and engineering to prevent erosion.

Trees:
There are 27 high priority trees within the construction area, all are being removed.

There are 10 significant trees within the construction area, all are being removed.

There are 20 trees that are too small to be regulated within the construction area, all are being removed.

The WPA is 2.25 acres in size with 0.49 acres being impacted – or 21.78 percent – which is below the allowable threshold were a subdivision of property involved with the development application.

Wetlands:
There are wetlands adjacent to the upland knoll and driveway. No impact will occur within wetlands as all grading activity will be located outside of wetland areas.

Neighborhood Comments
The city has sent notice to 45 area property owners and has received no written comments to date.

Pyramid of Discretion

This Proposal
### Motion Options

The planning commission has three options:

1. Concur with the staff recommendation. In this case a motion should be made recommending the city council adopt the ordinance and resolutions approving proposal.

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

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

### Voting Requirement

The planning commission will make a recommendation to the city council. A recommendation for approval requires an affirmative vote of a simple majority. The city council’s final approval requires an affirmative vote of a simple majority.

### Deadline for Decision

Jan. 31, 2019
Location Map

Project: City of Minnetonka Police & Fire Facilities
Address: 14600 & 14500 Minnetonka Blvd
TREE INVENTORY

<table>
<thead>
<tr>
<th>#</th>
<th>Species</th>
<th>Date</th>
<th>3</th>
<th>24</th>
<th>9</th>
<th>6</th>
</tr>
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<tbody>
<tr>
<td>1001</td>
<td>Elm</td>
<td>11/30/2017</td>
<td>BOY</td>
<td>BOY</td>
<td>BOY</td>
<td>BOY</td>
</tr>
<tr>
<td>1002</td>
<td>Cottonwood</td>
<td>11/30/2017</td>
<td>BOY</td>
<td>BOY</td>
<td>BOY</td>
<td>BOY</td>
</tr>
<tr>
<td>1003</td>
<td>Maple</td>
<td>11/30/2017</td>
<td>BOY</td>
<td>BOY</td>
<td>BOY</td>
<td>BOY</td>
</tr>
<tr>
<td>1004</td>
<td>Cherry</td>
<td>11/30/2017</td>
<td>BOY</td>
<td>BOY</td>
<td>BOY</td>
<td>BOY</td>
</tr>
</tbody>
</table>
NOTES:
1. REFER TO SHEET C1.41, GRADING AND DRAINAGE PLAN, FOR GENERAL NOTES.
2. CHECK ALL PLANS AND DETAIL DIMENSIONS AND VERIFY SAME BEFORE FIELD LAYOUT.
3. SCALE SHOWN 1" = 30' ON SHEET C1.31. CHECK DRAWN SCALE.
4. ALL NATIVE PLANTS TO DATE THE EXISTING AS PAVED AND ARE NOT DESIGNATED TO BE
   PAVED AGAIN. THE EXISTING ANP NATIVE PLANTS MAY BE PRACTICABLE TO \n   PROPOSED CONCRETE PAVING.
5. WHERE NEW SOD MEETS EXISTING TURF, EXISTING TURF EDGE SHALL BE CUT TO \n   ALLOW FOR A CONSISTENT, UNIFORM STRAIGHT EDGE. JAGGED OR UNEVEN EDGES WILL NOT BE
   ACCEPTABLE.
6. FAILURE OF TURF DEVELOPMENT: IN THE EVENT THE CONTRACTOR FAILS TO PROVIDE AN
   ACCEPTABLE TURF, THE CONTRACTOR SHALL RE-SOD ALL APPLICABLE AREAS, AT NO
   ADDITIONAL COST TO THE OWNER, TO THE SATISFACTION OF THE ENGINEER.

LEGEND
- PROPOSED CONCRETE WALK
- PROPOSED CONCRETE SLAB
- PROPOSED HEAVY DUTY BITUMINOUS PAVEMENT
- PAINTED ACCESSIBLE SYMBOL
- PROPOSED MANHOLE (MH)
- PROPOSED CATCH BASIN (CB)
- PROPOSED HYDRANT (HYD)
- PROPOSED GATE VALVE (GV)
- PROPERTY LINE
1. All construction must comply with applicable state and local ordinances.

2. The contractor will be responsible for and shall pay for all construction staking / layout.

3. The contractor shall obtain and pay for all related construction permits, and all required demolition permits.

4. Contractor shall be responsible for all traffic control signage (construction zones) necessary to construct proposed improvements. All signage layouts must be designed by the contractor and approved by local authorities.

5. Install control fencing and barricading as necessary to protect the public.

6. Inspect site and review soil borings to determine extent of work and nature of materials to be handled.

7. Refer to specifications for dewatering requirements.

8. Check all plan and detail dimensions and verify same before field layout.

9. Refer to architectural plans for building and stoop dimensions and layout.

10. The contractor shall be solely responsible for determining quantities of cut, fill, dirt and debris on a daily basis. Protect drainage systems from sedimentation.

11. Proposed contours and spot elevations are shown to finish grade unless otherwise noted.

12. Proposed elevations shown typically as 50.1 or 50 shall be understood to mean 50 feet above mean sea level.

13. Spot elevations shown in parking lots, drives and roads indicate gutter grades, unless noted otherwise. Spot elevations with labels outside of building perimeter indicate proposed grades outside of building. Spot elevations with labels inside the building perimeter indicate proposed finish floor elevations.

14. The contractor shall be responsible for the provision of erosion control materials in accordance with MNDOT Standards, including the resistance of erosion control materials to washout and the ability of materials to control sediments.

15. Propositions shall be noted in accordance with site conditions and local code requirements.

16. The contractor shall be responsible for the installation of all proposed improvements in accordance with the plans and specifications and all applicable codes and ordinances.

17. The contractor shall be responsible for the provision of all construction materials in accordance with the plans and specifications and all applicable codes and ordinances.

18. The contractor shall be responsible for the provision of all construction materials in accordance with the plans and specifications and all applicable codes and ordinances.

19. The contractor shall be responsible for the provision of all construction materials in accordance with the plans and specifications and all applicable codes and ordinances.

20. Any manhole, catch basin, storm sewer, sanitary sewer, drain tile or other potential source for contamination shall be installed at least 10 feet horizontally from any watermain per Minnesota Plumbing Code. This isolation distance shall be measured from the outer edge of the pipe to the outer edge of the contamination source (outer edge of structures or piping or similar).

21. Where new sod meets existing sod, existing sod edge shall be cut to allow for a consistent, uniform straight edge. Jagged or uneven edges will not be acceptable. Remove topsoil at joint between existing and new as required to order to completely perform all work indicated on the drawings. Import consistent topsoil.

22. Failure of turf development: in the event the contractor fails to provide an acceptable turf, the contractor shall re-sod all applicable areas, at no cost to the owner.

23. The contractor shall be responsible for the provision of all construction materials in accordance with the plans and specifications and all applicable codes and ordinances.

24. Contractor shall maintain drainage from existing building at all times. Provide temporary storm sewer (including, but not limited to, catch basins, manholes, piping, etc.) as required. Existing storm sewer shall not be removed until temporary or permanent storm sewer is installed and functional. Coordinate all removals with appropriate trades (site utility contractor, mechanical contractor, etc.) as required.

25. The contractor shall be responsible for the provision of all construction materials in accordance with the plans and specifications and all applicable codes and ordinances.

26. The contractor shall be responsible for the provision of all construction materials in accordance with the plans and specifications and all applicable codes and ordinances.

27. The contractor shall be responsible for the provision of all construction materials in accordance with the plans and specifications and all applicable codes and ordinances.
Introduction

SRF has completed a traffic study for the proposed Public Safety Facility expansion in the City of Minnetonka. The project site is generally in the northeast quadrant of the Minnetonka Boulevard/Williston Road intersection (see Figure 1: Project Location). The main objectives of this study are to identify current traffic/parking conditions, evaluate proposed expansion impacts to the adjacent transportation system, and recommend improvements to address any identified issues. This study also includes an alternative evaluation for improving the existing emergency vehicle warning beacons at the fire/police access on Minnetonka Boulevard. This memorandum provides the assumptions, analysis, and study findings offered for consideration.

Existing Conditions

The existing transportation system was reviewed for the city offices located north of Minnetonka Boulevard and east of Williston Road. The existing conditions review included traffic counts, parking surveys, observations, and an emergency vehicle summary.

Traffic Counts

Daily traffic volumes were collected in October and November 2017 for a one-week period at the locations listed below. The traffic counts, shown in Figure 2, were averaged for weekday (i.e. Monday through Friday) conditions; the weekday daily traffic volume range variation is also provided. Detailed hourly traffic volume data is provided in the Appendix.

- Williston Road - at Minnetonka Boulevard, Timberhill Road, and Ice Arena (3)
- Community Center Access (1)
- City Hall Access (2)
- South Ice Arena Access (2)
- Fire/Police Access (2)
Academy of the Whole Learning
City Hall
City Vehicles
Church/Christian Academy
Community Center
Ice Arena A
Ice Arena B
Civic Center Park
Fire Station
Project Location
Minnetonka Public Safety Facility Traffic Study
City of Minnetonka
Parking Surveys

Parking surveys were conducted during four (4) days/times, as shown in Table 1, to determine if there is sufficient parking available within the study area and individual parking lots. The maximum parking demand was observed on Wednesday, November 1 at 6:30 p.m. During this period, approximately 38 percent of the campus parking and 72 percent of the Community Center parking lot was occupied. Note that there was a joint City Council/Park Board meeting on November 1, 2017.

Table 1. Parking Utilization Counts

<table>
<thead>
<tr>
<th>Minnetonka City Office Parking Supply</th>
<th>Monday, October 30 (6:30 PM)</th>
<th>Tuesday, October 31 (10:00 AM)</th>
<th>Tuesday, October 31 (2:00 PM)</th>
<th>Wednesday, November 1 (6:30 PM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academy of Whole Learning</td>
<td>68</td>
<td>17 (25%)</td>
<td>36 (53%)</td>
<td>35 (51%)</td>
</tr>
<tr>
<td>Church/Christian Academy</td>
<td>76</td>
<td>0 (0%)</td>
<td>14 (18%)</td>
<td>10 (13%)</td>
</tr>
<tr>
<td>City Hall</td>
<td>148</td>
<td>30 (20%)</td>
<td>37 (25%)</td>
<td>89 (60%)</td>
</tr>
<tr>
<td>City Vehicles</td>
<td>14</td>
<td>10 (71%)</td>
<td>3 (21%)</td>
<td>7 (9%)</td>
</tr>
<tr>
<td>Community Center</td>
<td>146</td>
<td>38 (26%)</td>
<td>77 (53%)</td>
<td>66 (45%)</td>
</tr>
<tr>
<td>Fire Station (1)</td>
<td>22</td>
<td>7 (32%)</td>
<td>17 (77%)</td>
<td>16 (73%)</td>
</tr>
<tr>
<td>Police Station (1)</td>
<td>15</td>
<td>15 (100%)</td>
<td>14 (93%)</td>
<td>11 (73%)</td>
</tr>
<tr>
<td>Ice Arena A</td>
<td>117</td>
<td>15 (13%)</td>
<td>37 (32%)</td>
<td>14 (12%)</td>
</tr>
<tr>
<td>Ice Arena B</td>
<td>81</td>
<td>10 (12%)</td>
<td>0 (0%)</td>
<td>1 (1%)</td>
</tr>
<tr>
<td>Civic Center Park</td>
<td>7</td>
<td>0 (0%)</td>
<td>1 (14%)</td>
<td>1 (14%)</td>
</tr>
<tr>
<td>Total</td>
<td>694</td>
<td>142 (20%)</td>
<td>236 (34%)</td>
<td>250 (36%)</td>
</tr>
</tbody>
</table>

* Vehicles parking in the fire/police garages were not included in the parking utilization counts.

The parking surveys were conducted over a limited period and based on our understanding of City Hall conditions, there are days/times where parking is not always available in the parking lot of choice. However, if parking is full in one location, such as the Community Center parking lot, parking is typically available in other lots (i.e. the City Hall parking lot). When this occurs, there are pedestrian connections and/or building access options for patrons to access their destination.
Figure 2

LEGEND

XX - Average Weekday Daily Traffic Volume
(XX) - Weekday Daily Traffic Volume Range
Observations

Observations were conducted at the City Hall campus access locations along Williston Road. There are existing “caution-bend” signs (20 mph) along Williston Road and the current curve designs along Williston Road influence vehicle speeds, which tend to slow motorists along this roadway segment.

As shown in the following images, there is existing vegetation along Williston Road and in the center median that reduces the visibility for motorists exiting the Community Center Access and the City Hall South Access. The vegetation can make it challenging to see on-coming vehicles and judge gaps in the traffic flow along Williston Road. From a traffic capacity perspective, no traffic issues are expected and traffic volumes at these locations are not expected to meet all-way stop control warrant criteria. Additionally, no crashes were reported along Williston Road (north of Minnetonka Boulevard) using the Minnesota Crash Mapping Analysis Tool (MnCMAT), nor did city police have knowledge of any accidents at these two access locations.
Fire Emergency Vehicle Summary

Fire emergency call log information for the past year was provided by city emergency personnel. The monthly call log from October 2016 to October 2017, summarized in the following graph, indicates the average call volume is approximately 280 calls per month.

*The October calls were through October 30th and do not include the entire month

Detailed call information between October 11, 2017 and October 26, 2017 was provided. The daily calls during this period ranged from five (5) to 16 calls per day, with an average of 10 calls per day. During the 17-day analysis period, there were two (2) instances where the ladder truck responded, 124 instances where engine trucks responded (averaging seven (7) times per day), and 93 instances where SUVs responded. However, October 2017 was the most active month of the year. Based on the response call logs reviewed, the ladder and/or engine trucks (i.e. “large vehicles”) respond to a call on average six (6) times per day and a SUV vehicles respond to a call on average five (5) times per day. For reference, as shown on Figure 2, the average daily traffic volume for all vehicle types at the fire/police driveway is approximately 360 vehicles per day.

Proposed Expansion

The proposed fire/police station expansion, shown in Figure 3, includes a 13,000-square foot fire station expansion and a 23,470-square foot police station expansion. The site plan indicates garage space will be provided for 11 trucks/vehicles, 19 surface parking spaces for the fire station, and a 41-space parking garage for police vehicles/trailers.

With the proposed fire station modifications, ladder and engine trucks will enter the proposed facility via Williston Road, traveling north to the City Hall North Access. Ladder and engine trucks will continue to exit via the fire/police driveway on Minnetonka Boulevard. All other vehicles that currently utilize the access to Minnetonka Boulevard will continue under proposed conditions. The proposed expansion is expected to impact an average of six (6) ladder/engine trucks a day as they return to the garage via Williston Road.
Proposed Expansion
Minnetonka Public Safety Facility Traffic Study
City of Minnetonka

Figure 3
Parking Assessment

The City parking requirements were reviewed and compared to the parking surveys conducted. The City parking code requirements state that for “municipal administration buildings or other municipal service buildings: 10 parking spaces plus one space for each 500 square feet of floor area, plus one space for each vehicle customarily kept on the premises.” Results of the parking assessment, shown in Table 2, indicate that the proposed parking supply is expected to meet the City parking code requirements for the entire campus. The existing parking surveys confirm that there is sufficient parking to accommodate the proposed expansion.

Table 2. Parking Assessment – Proposed Expansion

<table>
<thead>
<tr>
<th>Department/Service</th>
<th>Existing (SF)</th>
<th>Proposed (SF)</th>
<th>Vehicles/Trailers Kept On Premise</th>
<th>Employees</th>
<th>Utilization (Max Spaces Observed)</th>
<th>City Code Parking Requirement (Not Including Vehicles Kept on Premise)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Existing</td>
<td>Proposed</td>
</tr>
<tr>
<td>Fire # 1</td>
<td>13,177</td>
<td>26,175</td>
<td>31</td>
<td>88</td>
<td>17</td>
<td>37</td>
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<tr>
<td>Police Department</td>
<td>23,069</td>
<td>46,539</td>
<td>40</td>
<td>77</td>
<td>15</td>
<td>57</td>
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<tr>
<td>City Hall</td>
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<td>33,173</td>
<td>14</td>
<td>89</td>
<td>77</td>
<td>77</td>
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<tr>
<td>Community Center</td>
<td>34,206</td>
<td>34,206</td>
<td>105</td>
<td>79</td>
<td>79</td>
<td>79</td>
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<tr>
<td>Subtotal</td>
<td>103,625</td>
<td>140,093</td>
<td></td>
<td></td>
<td>226</td>
<td>250</td>
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<tr>
<td>Subtotal Parking Supply</td>
<td>294</td>
<td>294</td>
<td>294</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Surplus/Deficit</td>
<td>68</td>
<td>44</td>
<td>-29</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rink A</td>
<td>39,450</td>
<td>39,450</td>
<td></td>
<td>37</td>
<td>89</td>
<td>89</td>
</tr>
<tr>
<td>Rink B</td>
<td>29,870</td>
<td>29,870</td>
<td></td>
<td>10</td>
<td>70</td>
<td>70</td>
</tr>
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<td>Subtotal</td>
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<td>47</td>
<td>159</td>
<td>159</td>
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The following should be noted regarding the parking assessment:

1) The police station is planning to construct a 41-space parking garage for their police vehicles/trailers. The police department has 40 vehicles/trailers; the proposed supply is sufficient.

2) The proposed fire station has garage space for 11 trucks/vehicles, as well as 19 surface parking spaces. The fire department has 28 fire vehicles and three trailers. If the surface parking adjacent to the proposed fire station will be reserved for fire vehicles and the trailers can be parked elsewhere, the proposed supply is sufficient.

3) Based on responses from emergency personnel, the number of employees and City vehicles are not expected to increase with the expansion. The proposed expansion is to better accommodate the current emergency response efforts. Therefore, the parking demand for the emergency service areas is not expected to significantly change from existing conditions.
Fire Truck Turning Movement Analysis

Truck turning movement templates were reviewed for a ladder truck making a northbound right-turn from Williston Road to the City Hall North Access. This is the proposed route for ladder and engine trucks to enter the fire station parking garage. The turning movement templates were reviewed under two scenarios. The first scenario, shown in Figure 4, allows the ladder truck to encroach on the westbound exit lane to make the turn and avoid the curb. The second scenario, shown in Figure 5, does not allow the ladder truck to encroach on the exit lane, which indicates the extent in which the ladder truck encroaches on the access. A potential curb modification is shown to illustrate impacts.

Emergency Vehicle Warning System

The existing emergency vehicle warning system was also reviewed. Based on conversations with the City, there is desire to make the warning beacon system more visible to approaching traffic. There are no specific issues with the current system, other than lack of conspicuity. In addition, the proposed expansion is not expected to impact the emergency vehicle warning system since all vehicles will continue to exit via the fire/police driveway along Minnetonka Boulevard.

Existing Conditions

Currently, two warning beacons provide advance warning of emergency vehicles entering ahead. The beacons are located approximately 500 feet in advance of the fire/police driveway, one each for traffic approaching from the east and west. The beacons consist of a yellow diamond warning sign with the text “Emergency Vehicles Entering” and two 12-inch flashing yellow indications that flash in a wig-wag pattern upon activation. The system is activated by either one of three pushbuttons located in the fire department building, or an optical emergency vehicle preemption (EVP) detector located outside the fire department building. The existing beacon system is illustrated in Figure 6.

Alternative A

The first alternative evaluated for improving the warning system is the addition of ground-mounted beacon assemblies (similar to existing) at the fire/police driveway, as illustrated in Figure 7. The advantage of this alternative is simplicity. No issues currently exist with the use of flashing yellow indications to warn oncoming drivers. Therefore, this alternative maintains the use of flashing yellow indications only to provide warning, but provides additional beacon assemblies mounted at the driveway to boost visibility.
Existing Warning Beacons
Minnetonka Blvd Emergency Signal
City of Minnetonka

Figure 6

Legend
Type C Sign (ground mounted)
Alternative A (Add Ground-Mounted Warning Signs with Flashing Beacons

Minnetonka Blvd Emergency Signal
City of Minnetonka

Figure 7

Legend
Type C Sign (ground mounted)
Alternative B

The next alternative evaluated is similar to Alternative A, except that the beacons at the driveway would be mounted on a signal mast arm. This alternative is illustrated in Figure 8. Like Alternative A, a primary advantage of this alternative is simplicity. Alternative B, like Alternatives C and D, includes the addition of luminaires mounted atop the signal pole to improve nighttime visibility at the driveway.

Alternative C

The next alternative evaluated is the use of emergency hybrid beacons. Like Alternative B, the hybrid beacons would be located on signal mast arms at the driveway as illustrated Figure 9.

This alternative has been eliminated from contention based on an initial review by Hennepin County, due to concerns about potential traffic impacts. The following discussion is included only to note that this alternative was studied.

Emergency hybrid beacons are a newer treatment covered in the *Manual on Uniform Traffic Control Devices* for warning drivers of upcoming emergency vehicle driveways. When not in use, the three-section triangular set of signal indications is dark. Upon activation, the bottom indication displays a flashing yellow. During this period, traffic may continue to proceed if clear. Next, the bottom indication displays a solid yellow clearance interval, similar to before a red light at a standard traffic signal. Then, the two top indications display an optional solid red, during which traffic must stop (if safely) and remain stopped. This is followed by a wig-wag flashing red phase during which traffic must come to a stop, but then may proceed if clear. Typically, all intervals are pre-timed.

The advantage of this treatment is that traffic is required to stop, and not simply warned of upcoming entering emergency vehicles. The disadvantage of this treatment is a lack of understanding by motorists. In particular, the wig-wag flashing red phase is often interpreted as stop and stay stopped, similar to the message conveyed by wig-wag red indications on school buses and railroad crossings. Recent discussion on the Institute of Transportation Engineers message board has been critical of this inconsistency in the design of hybrid beacons.

Alternative D

The final alternative evaluated is the use of an emergency traffic signal. Like Alternatives B and C, the emergency signal would be installed on mast arms at the driveway as illustrated Figure 10.

This alternative has also been eliminated from contention based on an initial review by Hennepin County, due to concerns about potential traffic impacts. The following discussion is included only to note that this alternative was studied.
**Alternative B (Add Luminaires and Warning Beacons on Signal Mast Arms)**

**Minnetonka Blvd Emergency Signal**

**City of Minnetonka**

Figure 8

**Legend**
- Type C Sign (ground mounted)
- Signal Pole with Mast Arm and Luminaire

Note: 8-foot mast arm length
Minnetonka Blvd Emergency Signal
City of Minnetonka

Alternative C (Add Luminaires and Emergency Hybrid Beacons on Signal Mast Arms)

Operation Sequence:
1. Dark until call – Proceed
2. Flashing Yellow – Warning
3. Solid Yellow – Clearance
4. Optional Solid Red – Stop
5. Wig Wag Flashing Red – Stop, Proceed if clear
6. Dark until next call

Note: This alternative has been eliminated from contention based on an initial review by Hennepin County, due to concerns about potential traffic impacts.

Legend:
- Type C Sign (ground mounted)
- Signal Pole with Mast Arm and Luminaire

Fire Department

Not to Scale

EMERGENCY VEHICLE SIGNAL

EMERGENCY VEHICLE SIGNAL

Operation Sequence:
1. Dark until call – Proceed
2. Flashing Yellow – Warning
3. Solid Yellow – Clearance
4. Optional Solid Red – Stop
5. Wig Wag Flashing Red – Stop, Proceed if clear
6. Dark until next call

Note: 20+ -foot mast arm length
Minnetonka Blvd Emergency Signal
City of Minnetonka

Alternative D (Add Luminaires and Emergency Traffic Signal)

Note: This alternative has been eliminated from contention based on an initial review by Hennepin County, due to concerns about potential traffic impacts.
Operation of an emergency signal is similar to a standard traffic signal and is readily understood by motorists. The signal rests in green (or flashing yellow) until a call is received. A yellow clearance interval is then displayed, followed by a red interval. The red interval can be pre-timed or actuated. During the red interval, mainline traffic must stop and stay stopped.

Emergency signals provide the highest level of control available. The disadvantage of the emergency signal at this location is that during the red interval, queues could develop that could extend upstream to the Williston Road signal to the west or the McGinty Road signal to the east, impacting the normal operation of those signals.

Recommendation

Based on our experience with the corridor, having implemented coordinated timing plans for Hennepin County in 2015 and regularly traveling this corridor, further consideration of Alternative B is recommended to improve the conspicuity of the emergency vehicle access point. Alternative B is preferred over Alternative A due to the enhanced visibility expected, due to the morning prominent overhead mounting location of the beacons, plus the added nighttime visibility provided by the luminaire.

While the hybrid beacon (Alternative C) may be workable, the expected lack of compliance based on recent nationwide experience with similar signals suggests there are improvements needed with a hybrid beacon before widespread adoption is achieved. The full emergency signal (Alternative D) would be understood and obeyed, but is not necessary based on experience. Alternative D, and to a lesser extent Alternative C, could lead to issues at upstream signals, as noted by the County in their initial review, eliminating these alternatives from consideration.

Conclusions

The proposed expansion is not expected to cause any traffic or parking related issues. Curb line modifications may be needed at the Williston Road/City Hall North Access to allow a ladder truck to make a northbound right-turn movement towards the proposed fire station garage without encroaching on the exit lane. Further, while not triggered by the proposed expansion, consideration should be given to improving sight lines by reducing vegetation along Williston Road. The addition of a beacon assembly on signal mast arms at the driveway to Minnetonka Boulevard, as shown as Alternative A, should also be considered.
Appendix
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A. Concept plan review for Minnetonka Fire and Police facility project at 14500 and 14550 Minnetonka Blvd.

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

Gordon reported. He recommended commissioners provide comments and feedback on the identified key issues and others the planning commission deems appropriate. The discussion is intended to assist the applicant with future direction that may lead to the preparation of more detailed development plans.

Perry Vetter, Minnetonka Assistant City Manager and Administrative Services Director, representing the applicant, stated that:

- A new fire department would be constructed on the city hall campus and the existing areas would be repurposed.
- No existing square footage would be torn down and rebuilt in another location.
- He explained the history of the city’s buildings, personnel, and population.
- He reviewed the needs and efficiency of the fire and police departments.
- The proposal would include a decontamination center and exercise area for firefighters to reduce their risk of cancer.
- The basic project needs and goals include improving safety and response times to the community, accommodating the growth and change in the work force, and protecting the investment in the equipment.

John McNamara, project lead from Wold Architects and Engineers, stated that:

- The site was selected to allow the proposed building to blend in harmoniously with the existing campus.
- A surveyor determined the impacts to the wetland protection area.
- He explained the benefit of the use of small retaining walls.
- The footprint of the building was shrunk as much as possible.
- A traffic study concluded that six ladder trucks and six vehicles returning from each fire call would have a small impact on Williston Road.
- Police vehicles would exit and enter from Minnetonka Blvd.
- He provided views from surrounding neighborhoods.
- The natural resources would be preserved as much as possible.
- Wood and stone would be used on the exterior to highlight the entries.
- The police and fire department lobbies would be increased in size.

In response to Chair Kirk’s question, Minnetonka Fire Chief John Vance explained the fire vehicles’ traffic pattern. A system is in place to give emergency vehicles a green light on Williston Road when activated. The bays would not be occupied if an emergency vehicle would drive into the site and need to exit quickly.
Chair Kirk noted the glass entryways and asked what security precautions would be taken to deal with a large crowd or protest. Mr. McNamara answered that each entry would have lockdown capability. Landscape features could also be used.

Minnetonka Police Chief Scott Boerboom explained that housing the vehicles would protect them from tampering or vandalism as well as damage from the weather. There would be indoor parking space for 41 vehicles. Currently, the police department has 37 vehicles.

In response to Schack’s question, Vance explained that most of the surrounding comparable cities upgraded their police and fire departments within the last 10 to 15 years. He stated that the separate entrance would prevent the need for emergency fire vehicles to back up which would eliminate a large safety hazard.

Powers supports providing the fire and police departments with everything they need to keep the residents safe. Powers asked if there is anything else the chiefs would like to add to the proposal. Vance said that it would be ideal to have a training facility on site, but that would not be realistic. The proposal was developed to meet the departments’ needs for the next 50 years.

Boerboom added that the proposal would offer flexibility for the future. The locker rooms would be gender neutral to allow for future growth. The training room and wellness area would be shared by the police and fire staff to allow the departments to accomplish much more together than the departments would be able to individually.

Chair Kirk invited those present to comment.

Joanna Troy, 14852 Timberhill Road, stated that:

- She was thankful that Site One would not be used.
- She thought a long fire truck would have trouble navigating Williston Road. She asked if Williston Road would have to be straightened.

No one else chose to speak.

Hanson stated that there are limited opportunities to make large-scale investments in the community. This is one opportunity. He thought four additional parking stalls would not be enough. The community will be growing. Applications for four large apartment buildings have been approved by the city council in the last six months.

Chair Kirk asked staff for the projected growth of the city. Gordon explained that the 2040 comprehensive guide plan anticipates the population to increase to 62,500.

Wischnack explained that the proposal takes into account the location of the projected growth areas.
Vetter explained the ratio of population growth related to service calls and the number of parking stalls. Police and fire personnel are analyzing the impact of population growth in specific areas. Ridgedale and Opus are large growth areas.

Boerboom provided that four officers share one squad car, so two additional squad cars would be sufficient for eight new officers. He foresaw satellite stations staffed by officers and their own parking areas for the next expansion. It would be fantastic to increase the proposal's number of stalls, but 41 stalls would allow flexibility up to the projected population increase to 62,500.

Vance added that satellite fire stations are currently not staffed, but could accommodate 24-hour staffing with minor interior modifications.

Vance stated that all of the fire vehicles are able to navigate Williston Road now.

Vetter explained that the site lines near the community center access to Williston Road would be looked at along with options for traffic safety features on Minnetonka Boulevard.

Sewall felt that the land use would be appropriate. The entrance on the north would impact the neighbors, but would make the best use of the land possible. He was comfortable with that change.

Schack felt the proposal was thoughtfully done and makes the most of what already exists. It would be an appropriate land use. She liked how the surroundings were taken into account to minimize the impact to the well and woodland area. She supports the concept plan.

Chair Kirk felt the proposal would minimize the impact on the woodland preservation area. The site would be tight and not allow much expansion in the future. He supports the proposal. The city council will review this item at its meeting on August 27, 2018 at 6:30 p.m.
C. **Concept plan review for City of Minnetonka Police and Fire Facility Project at 14500 and 14550 Minnetonka Blvd.**

Gordon gave the staff report.

Wiersum asked Gordon to trace the return route from Minnetonka Boulevard on the map. Wiersum asked if there were concerns over the fire trucks being able to navigate the roadway. Gordon answered that there were a few intersections that would need trimming for sight lines.

Assistant City Manager Perry Vetter presented project background and proposal as the applicant.

Jake Wollensak, Wold Architects and Engineers, presented the building and site concept plan. He shared the overall plan progression, existing traffic volume, proposed emergency vehicle routes, viewshed study, and exterior massing.

Bergstedt moved, Schack seconded a motion to extend the meeting deadline until 12:30 a.m. All voted “yes.” Motion carried.

Calvert shared concerns over the steep grade when exiting onto Minnetonka Boulevard. Wollensak confirmed that it would be set at the standard 8 percent.

Acomb asked about alternative energy and storm water reuse. Wollensak answered both were being looked at for affordability. The plan included roof structure sizing that would allow solar panels in the future.

Calvert said that it was a beautiful building and thanked him for taking care of the city's first responders.

Happe thanked the staff for planning and communication process and shared that he had heard nothing but positive feedback from the residents.

Bergstedt shared that he felt comfortable with the great working relationship between the police and fire chiefs.

Schack said that she was excited to offer future recruits above par facilities.

Wiersum asked about heating the exit slopes during the winter. Wollensak noted that heating coals get costly, but that it was a possibility if it was affordable. Wiersum thought it was a really great plan and noted that it was being held to the same high standards that residents and developers were held to. He acknowledged the great work that the fire and police departments do and wanted to give them what they needed to be successful.
C. Items concerning the Minnetonka Police and Fire facility project at 14500 and 14600 Minnetonka Blvd.

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

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

Powers asked if a warning device to signal when an emergency vehicle would be exiting onto Minnetonka Blvd. could be located on city property. Gordon explained that the county’s right of way on Minnetonka Blvd. is very wide and extends into the wetland adjacent to city hall.

Henry asked if the grading plan and construction area would need to extend up to the wetland protection area. Gordon pointed out an area that would serve as a storm water outlet. Grading would be needed to install the pipe that would lead to an underground chamber.

Perry Vetter, Minnetonka Assistant City Manager and Administrative Services Director, representing the applicant, introduced Police Chief Scott Boerboom, Fire Chief John Vance, Public Works Director Brian Wagstrom, and consultants John Macnamara, Paige Sullivan, and Jake Wollensak from Wold Engineers. Vetter stated that studies were done to create a project plan. The project would provide for growth, community and personnel safety, and equipment and evidence protection.

Mr. Wollensak, a consulting architect for the applicant, stated that:

- There would be a designated woodland protection area (WPA).
- The proposal would meet wetland setback requirements.
- He reviewed the site plan and identified the WPA, reinforced soil slope, wetland, snow-melt system, and stormwater management areas.
- The sustainability features would include a rainwater capture and reuse system; using wood from the trees removed from the site in the building and throughout the city; and a solar array on the roof of the fire apparatus bay.
- The building materials would match the existing campus.
- He was available for questions.

Chair Kirk liked the sustainability practices. Vetter noted that there is a long list of sustainability practices built into the project, but, hopefully, the bids would allow for funding of additional sustainable features.

Henry asked if LEED certification has been considered. He suggested locally sourced stone rather than bricks trucked in from other parts of the country. Mr. Wollensak answered that LEED certification would add to the cost. Materials would be locally sourced or within a 500-mile radius when possible.
Mr. Macnamara stated that the LEED checklist would be used, but the project would not comply with certification requirements to provide the project with more flexibility. An energy analysis of the building was done to determine which features to include in the project, from mechanical systems to LED lighting, to figure out what the payback would be from investing in those features. The features that would be paid back and make sense would be incorporated into the project. Construction waste would be recycled.

In response to Henry’s question, Gordon explained that engineering staff determined that a pervious parking and driving surface would cause infiltration problems for the site.

Chair Kirk asked if larger fire trucks could be needed in the future. Vance answered in the negative. A ladder truck longer than the one the city already has would not be structurally sound. The turning radius would be fine. He explained the duty crew bay areas, how specialty equipment is now being stored at different fire station locations, and how the driveway location was modified to protect the woodland preservation area.

Henry asked if there would be a new police canine training area. Boerboom explained that most of the training takes place at the public works facility. There would be a kennel in the new police department.

The public hearing was opened. No testimony was submitted and the hearing was closed.

Powers appreciated how the best and most economically feasible LEED practices would be incorporated. There would be a better return on the investment in the shortest period of time. Many of the factors that go into LEED certification would be unnecessary for this type of project. He supports the project being done right and being attractive.

Chair Kirk stated that the solar panels and reuse of water would provide a good example of sustainability practices.

Sewall liked that the drive would still have a pass through.

Henry toured the police and fire departments and was impressed with how they are currently used to their maximum efficiency potential. The fire department was built in 1989 and handled an average of 200 calls per year. The fire department now averages 3,000 calls a year and still uses the same space. It is a well-deserved project.

Chair Kirk supports staff’s recommendation.

Knight hoped that Hennepin County would consider a traffic control device to warn motorists and pedestrians when emergency vehicles would access Minnetonka Blvd.

Henry moved, second by Powers, to recommend that the city council adopt the ordinance and resolutions approving the police and fire facility improvements on the Minnetonka civic center campus at 14500 and 14550 Minnetonka Blvd.

Luke, Powers, Sewall, Henry, Knight, and Kirk voted yes. Hanson was absent. Motion carried.
An ordinance amending existing master development for the Minnetonka Civic Center at 14500 and 14600 Minnetonka Blvd

The City Of Minnetonka Ordains:

Section 1.

1.01 The city of Minnetonka is proposing a new fire station and remodeled police station. As proposed, the new construction and remodeled space would be roughly 95,000 square feet in size. The combined facility would be sited generally north and east of the current police and fire facilities on the civic center campus.

1.02 The site is located at 14500 and 14600 Minnetonka Blvd and is zoned planned unit development.

1.03 Section 300.22 Subd. 9 requires a major amendment to the existing civic center master development plan.

Section 2.

2.01 This ordinance is based on the following findings:

1. The amendment is generally consistent with the existing master development plan.

2. The amendment would further the public health, safety, and welfare.

Section 3.

3.01 This ordinance hereby amends a master development plan for the Minnetonka Civic Center Campus.

3.02 Approval is subject to the following conditions:

1. The site must be developed and maintained in substantial conformance with the following plans, unless modified by the conditions below:

   • Tree Inventory
• Tree Preservation Plan
• Grading and Drainage Plan
• Utility Plan
• Landscape Plan
• Building Floor Plans and Elevations

The above plans are hereby adopted as the master development plan for the Minnetonka Civic Center as it pertains to police and fire department facilities.


Section 4. A violation of this ordinance is subject to the penalties and provisions of Chapter XIII of the city code.

Section 5. This ordinance is effective immediately.

Adopted by the city council of the City of Minnetonka, Minnesota, on Jan. 28, 2019.

Brad Wiersum, Mayor

Attest:

Becky Koosman, Acting City Clerk

Action on this ordinance:

Date of introduction: Nov. 5, 2018
Date of adoption: Jan. 28, 2019
Motion for adoption: 
Seconded by: 
Voted in favor of: 
Voted against: 
Abstained: 
Absent: 
Ordinance adopted.

Date of publication:
I certify that the foregoing is a true and correct copy of an ordinance adopted by the city council of the City of Minnetonka, Minnesota at a regular meeting held on Jan. 28, 2019.

Becky Koosman, Acting City Clerk
Resolution No. 2019-

Resolution approving a conditional use permit and site and building plan review for a new fire station and remodeled police station at 14500 and 14600 Minnetonka Boulevard

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

Section 1. Background.

1.01 The city of Minnetonka has requested a conditional use permit and site and building plan review for a new 95,000 square-foot police and fire facility. The combined facility would be sited generally north and east of the current police and fire facilities on the civic center campus.

1.02 The property is located at 14500 and 14600 Minnetonka Boulevard.

1.03 The proposed building would provide new and expanded space to accommodate current and future public safety operations.

1.04 On Jan. 17, 2019, the planning commission held a hearing on the proposal. The applicant was provided the opportunity to present information to the commission. The commission considered all of the comments received and the staff report, which are incorporated by reference into this resolution. The commission recommended that the city council approve the project.

Section 2. Standards and Findings.

2.01 City Code §300.16 Subd. 2 outlines the general standards that must be met for granting a conditional use permit.

1. the use is consistent with the intent of this ordinance;

Finding: the expansion of the existing public use of the property is consistent with the zoning as planned unit development.

2. The proposed use is consistent with the goals, policies, and objectives of the comprehensive plan.

Finding: the proposed use is consistent with the institutional guidance of the property in the current 2030 comprehensive plan and the proposed 2040 comprehensive plan.
3. The use does not have an undue adverse impact on governmental facilities, utilities, services or existing or proposed improvements; and

Finding: The proposed use would further the delivery and efficiency of essential public services.

4. The use does not have an undue adverse impact on the public health, safety or welfare.

Finding: The proposed use would provide additional capacity and efficiency of public services for the community that would benefit public health, safety and welfare conditions.

2.02 City Code §300.16 Subd. 3(l) outlines the following specific standards that must be met for granting a conditional use permit for public buildings or facilities, except for recreational buildings that contain less than 1,000 square feet, and utility cabinets larger than 150 cubic feet:

1. site and building plans subject to review pursuant to section 300.27 of this ordinance;

2. direct access limited to a collector or arterial roadway as identified in the comprehensive plan or otherwise located so that access can be provided without conducting significant traffic on local residential streets;

3. buildings set back 50 feet from all property lines;

4. parking spaces and parking setbacks subject to section 300.28 of this ordinance;

5. no more than 70 percent of the site to be covered with impervious surface and the remainder to be suitably landscaped; and

6. stand-alone utility buildings, such as lift stations, are only subject to site and building plan review.

2.03 City Code §300.27 Subd. 5 outlines the following site and building plan standards the planning commission and city council shall consider:

1. consistency with the elements and objectives of the city's development guides, including the comprehensive plan and water resources management plan;

Finding: The proposal is consistent with the guided use of the property as institutional. The proposed stormwater management plan meets the city’s standards.
2. consistency with this ordinance;

Finding: The proposal meets all zoning code standards.

3. preservation of the site in its natural state to the extent practicable by minimizing tree and soil removal and designing grade changes to be in keeping with the general appearance of neighboring developed or developing areas;

Finding: The proposal minimizes tree loss and grading to the degree practical to minimize impacts on the natural environment. The facility blends in to the natural environment of the civic center campus.

4. creation of a harmonious relationship of buildings and open spaces with natural site features and with existing and future buildings having a visual relationship to the development;

Finding: The facility blends in to the natural environment of the civic center campus by using the site features to buffer from adjacent residential neighborhoods to the north.

5. creation of a functional and harmonious design for structures and site features, with special attention to the following:
   a. an internal sense of order for the buildings and uses on the site and provision of a desirable environment for occupants, visitors and the general community;
   b. the amount and location of open space and landscaping;
   c. materials, textures, colors and details of construction as an expression of the design concept and the compatibility of the same with the adjacent and neighboring structures and uses; and
   d. vehicular and pedestrian circulation, including walkways, interior drives and parking in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement and amount of parking.

Finding: The facility blends in to the natural environment of the civic center campus by using the site features to buffer from adjacent residential neighborhoods to the north. Pedestrian circulation would be altered through campus as a result of the facility, but not restricted in movements to other locations off site.

6. promotion of energy conservation through design, location, orientation and elevation of structures, the use and location of glass in structures and the use of landscape materials and site grading; and
Finding: The facility will utilize a number of current and forward looking design and technologies such as public areas with extensive glass for light, energy efficient fixtures to reduce energy consumption and a stormwater reuse tank to reduce overall city water consumption.

7. protection of adjacent and neighboring properties through reasonable provision for surface water drainage, sound and sight buffers, preservation of views, light and air and those aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses.

Finding: The facility blends in to the natural environment of the civic center campus by using the site features to buffer from adjacent residential neighborhoods to the north which would ensure preservation of views, light and air. Existing topography and upland vegetation would adequately protect adjacent properties from sight and sounds of the facility.

Section 3. City Council Action.

3.01 The above-described conditional use permit is approved, subject to the following conditions:

1. Prior to release of grading permit:

   a) Adjust grading limits to reflect storm sewer pipe and chamber installation as well as open cut water main construction.

   b) Add a hydrant to the east side of the new fire drive lane for suppression/training purposes.

   c) Keep hydrant along west side of building.

   d) Existing Fire building served from water main that is being removed. Confirm how Fire service is to be reinstated.

   e) Add hydrant and valve on north side of hydrant for flushing purposes of the raw 18" watermain.

   f) Add water service from 6-inch main to the well house.

   g) Provide profiles for the watermain.

   h) Confirm realigned sanitary sewer grades meet 10 State Standards.

   i) Existing sanitary sewer is 12", cannot downsize to 6" for reconstructed portion.
j) Provide profiles for the sanitary sewer.

k) Adjustments are needed to the northern most city hall access to accommodate the turning movements of the emergency vehicles per traffic study recommendations.

l) No trees to be planted atop the watermain. Suggest native plantings on east side of Fire addition as it will not be able to be mowed.

m) Mitigate for 16 WPA trees and 6 high priority trees at a rate of inch-for-inch or foot-for foot. This equates to 257-inches (129, two-inch trees) and 95-feet (16, six-foot conifers). Mitigate for two significant trees at the rate of two, two-inch trees. Total mitigation equates to 131, two-inch trees and 16, six-foot conifers.

n) Install a chain link fence along the edge of the remaining WPA to ensure that none of the remaining trees are damaged during construction and other tree protection fencing be installed and maintained as appropriate.

o) The landscape plan should reflect the required mitigation as well as some ornamental plantings around the building. A final landscape plan for staff review and approval that meets city code and the required mitigation. The plan may be reduced at the sole discretion of natural resource staff.

p) The WPA is under active restoration so the city’s Restoration Specialist and City Forester will:
   1) determine the final species to be planted within this area,
   2) select the contractor and
   3) oversee the work.

q) Identify and show the wetland delineation.

r) Prior to installation of the silt fence, stake the 931 feet contour adjacent to the driveway. No grading or fill is allowed below 931 feet.

s) All stormwater pipes and appurtenances need to be upland of the delineated wetland boundary. No pipes or rip rap are allowed within the wetland.

t) The slope must be stabilized to prevent erosion.
u) Standard best management practices are required to be installed and maintained during construction. Escrow to be determined at the time of building permit.

2. This resolution must be recorded with Hennepin County.

3. The building must be comply with all requirements of the Minnesota state building code, fire code, and health code.

4. Fiber and electrical services must be relocated as part of the project to restore communications to the well house.

5. The city council may reasonably add or revise conditions to address any future unforeseen problems.

Adopted by the City Council of the City of Minnetonka, Minnesota, on Jan. 28, 2019.

Brad Wiersum, Mayor

Attest:

Becky Koosman, Acting City Clerk

Action on this resolution:

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

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a meeting held on Jan. 28, 2019.

Becky Koosman, Acting City Clerk
City Council Agenda Item #15A  
Meeting of Jan. 28, 2018

Brief Description: Appointments and Reappointments to Minnetonka boards and commissions

Recommended Action: Approve the recommended appointments and reappointments

Background
On January 31, 2019, the appointment terms will expire for some members of the EDAC, Park Board and Planning Commission. All of them are eligible to be reappointed and have been valuable and productive members. In addition, some members have indicated an interest in continuing to serve an additional term. I am recommending the reappointment of the following eligible members and the appointment of the following new applicants.

The updated membership rosters showing the composition of the above boards and commissions following these appointments and reappointments are attached.

Recommendation
To approve the following appointments and reappointments to the Minnetonka Boards, Commissions and Committees:

- Lee Jacobsohn, to the EDAC, to serve another two-year term, effective February 1, 2019 and expiring on January 31, 2021.
- Melissa Johnston, to the EDAC, to serve another two-year term, effective February 1, 2019 and expiring on January 31, 2021.
- Ann Elizabeth Duginske Cibulka, to the EDAC, to serve a two-year term, effective February 1, 2019 and expiring on January 31, 2021.
- Nelson Evenrud, to the Park Board, to serve another two-year term, effective February 1, 2019 and expiring on January 31, 2021.
- Chris Gabler, to the Park Board, to serve another two-year term, effective February 1, 2019 and expiring on January 31, 2021.
- James Durbin, to the Park Board, to serve another two-year term, effective February 1, 2019 and expiring on January 31, 2021.
- Elena Imaretska, to the Park Board, to serve a two-year term, effective February 1, 2019 and expiring on January 31, 2021.
- Ben Jacobs, to the Park Board, to serve a one-year term, effective February 1, 2019 and expiring on January 31, 2020
- Brian Kirk, to the Planning Commission, to serve another two-year term, effective February 1, 2019 and expiring on January 31, 2021.

Also I recommend Charlie Younker as chair and Melissa Johnston as vice chair for the EDAC for 2019.

The city council interviewed a number of applicants for open positions on the EDAC and Park Board, on January 14, 2019.

Respectfully submitted,

Brad Wiersum
Mayor
Planning Commission

Current Members

The planning commission assists and advises the city council in administration of the City Zoning Ordinance; conducts public hearings on matters as required by provisions of the zoning ordinance, subdivision ordinance, and any other matters referred by the council or by ordinance. Following the required public hearings, the planning commission makes its reports and recommendations to the city council and city manager. This commission is comprised of seven members who serve two-year terms. The meetings are generally held Thursday nights, twice a month at 6:30 p.m.

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<td>Joshua Sewall</td>
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Other Commission Members:

Loren Gordon - City of Minnetonka Staff Liaison Ph# 952-939-8296
The Economic Development Advisory Commission (EDAC) advises the city council regarding redevelopment, development/finance, housing and transportation. This board is comprised of seven members who reside in the city, work in the city or own a business in the city. Members serve a two-year terms. Meetings are held as needed.

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Staff Liaisons:
Alisha Gray, Community Development, Ph# 952-939-8285
Park Board

This board is comprised of seven members plus one student representative. This board consults with the city council and staff in matters relating to parkland, park facilities, programs, and finances. The board's functions include long and short range planning related to capital improvement projects, acquisition, development and use of parklands, park facilities, recreational and leisure time facilities, and recreational programs. This board meets the first Wednesday of each month at 7:00 p.m. Members serve two-year terms.

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<td>Christopher Walick</td>
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Staff Liaisons:
Perry Vetter, Assistant City Manager Ph# 952-939-8216
Kelly O'Dea, Recreation Services Director, Ph# 952-939-8360