

Agenda
City of Minnetonka
City Council Regular Meeting
Monday, January 12, 2026
6:00 PM
Council Chambers
14600 Minnetonka Blvd.



Ceremonial Oath of Office for Newly Elected Officials

1. Call to Order
2. Pledge of Allegiance
3. Roll Call: Calvert, Ramaley, Coakley, Foster-Bolton, Wilburn, Schack
4. Approval of Agenda
5. Approval of Minutes:
 - A. [Oct. 27, 2025 study session minutes](#)
 - B. [Nov. 17, 2025 study session minutes](#)
 - C. [Dec. 8, 2025 regular meeting minutes](#)
 - D. [Dec. 15, 2025 study session minutes](#)
6. Special Matters: None
7. Reports from City Manager & Council Members
8. Citizens Wishing to Discuss Matters Not on the Agenda
9. Bids and Purchases: None
10. Consent Agenda - Items Requiring a Majority Vote:
 - A. [Cooperative construction agreement with Hennepin County and the Minnesota Department of Transportation \(MnDOT\) for Trunk Highway No. 394 signals at Ridgedale Drive and Plymouth Road](#)
 - B. [Purgatory Creek Restoration Maintenance Agreement between the Riley Purgatory Bluff Creek Watershed District and the City of Minnetonka](#)
 - C. [2026 Strategic Plan action steps](#)
 - D. [2026 study session work plan](#)
 - E. [Designation of official newspaper for 2026](#)
 - F. [City Manager 2026 Compensation](#)

- G. Funding Agreements for the Metropolitan Council's Livable Communities Demonstration Account (LCDA) Affordable Homeownership Grant Program for Homes Within Reach and Habitat for Humanity
 - H. Preliminary and final plats for OAKLAND WOODS ESTATES, a two-lot subdivision at 2203 Oakland Rd
11. Consent Agenda - Items Requiring Five Votes:
- A. Applications for renewed precious metal and secondhand dealer licenses for 2026
12. Introduction of Ordinances: None
13. Public Hearings:
- A. On-sale intoxicating liquor license and Sunday on-sale intoxicating license for Minnetonka BBQ, Inc. dba Famous Dave's BBQ Shack at 14601 State Hwy 7
 - B. Ordinance amending the city charter establishing the number of members of the charter commission
 - C. Ordinance amending the city charter to reflect state law requirements regarding resident signature petitions
14. Other Business:
- A. Acting mayor and alternate acting mayor
 - B. Ward 2 Councilmember appointment or special election discussion
 - C. Resolution supporting the authority to impose a local sales tax to fund capital improvements
15. Appointments and Reappointments:
- A. Boards and commissions reappointments
 - B. Council and staff annual appointments
 - C. Appointments for zoning ordinance update work group
16. Adjournment

Minnetonka City Council meetings are broadcast live and available for replay on Comcast Channel 16 (SD)/859 (HD) and the city website.

**City Council
Agenda Item 5.A
Meeting of January 12, 2026**



Title: Oct. 27, 2025 study session minutes
Report from: Becky Koosman, City Clerk
Presenter: Mayor Schack

Action Requested: Motion
Form of Action: Minutes
Votes needed: 4 votes

Recommended Action

Motion to approve Oct. 27, 2025 study session minutes.

Strategic Plan Relatability

N/A

Financial Consideration

N/A

ATTACHMENTS:

[Minutes](#)

**Minutes
City of Minnetonka
City Council Study Session
Monday, October 27, 2025**

Council Present: Paula Ramaley, Patsy Foster-Bolton, Rebecca Schack, Kissy Coakley, Deb Calvert, and Kimberly Wilburn

Staff: Erik Nilsson, Julie Wischnack, Darin Nelson, Will Manchester, Susan Thomas, Sarissa Falk, Matt Kumka, Phil Olson, and Joel Merry

1. Call to Order

Acting Mayor Wilburn called the meeting to order at 6:00 p.m.

2. Introduction/ Roll Call

Council, staff and residents introduced themselves.

3. Business Items:

A. Minnetonka Asset Management Renewal and Replacement Plan

Public Works Director Will Manchester introduced the recently completed comprehensive Asset Renewal and Replacement Plan, which is designed to ensure the long-term sustainability of the city's sewer, water, storm water, streets, trails and other related infrastructure assets. The plan includes an analysis of installation dates, materials, life expectancy, failure history and risk assessment to identify short- and long-term capital investment needs.

Manchester turned the presentation over to representatives from AE2S (Advanced Engineering and Environmental Services, Inc.), the consulting firm that conducted the analysis. Aaron Vollmer of AE2S outlined the firm's findings, focusing on asset inventory, condition and risk assessment, and long-term financial planning for the city's infrastructure systems. Recommendations from the plan will guide project prioritization and capital investments in future Capital Improvements Program (CIP) updates and support the determination of future utility fee structures.

Council asked questions and offered feedback on the study and its funding implications.

B. Utility Rates Study

Finance Director Darin Nelson presented an overview of the city's Utility Rates Study. The last utility rate study was conducted in 2020, and with the infrastructure assessment being completed, it was a good time to revisit utility rates. AE2S was contracted to evaluate water, sewer, and stormwater rate structures to ensure sufficient long-term funding and to recommend potential adjustments, including simplifying the tier system and restructuring infrastructure fees. Ryan Graf of AE2S gave an overview of their findings and recommendations including considerations for 2026 rates assessment.

Council provided feedback on the proposed rate structure changes, projected impacts, and the potential for future stormwater bonding.

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C. Opus Area Update

Community Development Director Julie Wischnack and Park and Trail Project Manager Matt Kumka provided an update on the Opus Area, highlighting recent redevelopment activity, current office vacancies, public improvement projects, and planning efforts surrounding the future Southwest LRT Opus Station. Staff outlined ongoing work related to wayfinding, trail lighting, pedestrian connections, and upcoming public space planning supported by state grand funding. They also reviewed the status of the Opus TIF district, including committed infrastructure and affordable housing investments.

Council asked questions and provided feedback on the update and future priorities for the area.

D. 2025 Shady Oak Station Development Strategy Update

Community Development Director Julie Wischnack provided an update on the revised Shady Oak Station Development Strategy, originally created jointly with the City of Hopkins in 2015. Wischnack explained that the strategy has been updated to reflect current land use needs, shifting from a primarily employment-focused vision to a mixed-use, transit-oriented residential district. Staff noted that the updated strategy will help guide future development expectations in the station area and will be incorporated into upcoming zoning and comprehensive plan updates.

Council members offered feedback and shared general observations on the revised approach.

E. November study session topics

Wischnack confirmed the upcoming study session agenda items and study session schedule.

4. Adjournment

Wilburn adjourned the meeting at 8:57 p.m.

Respectfully submitted,

Becky Koosman

City Clerk

**City Council
Agenda Item 5.B
Meeting of January 12, 2026**



Title: Nov. 17, 2025 study session minutes
Report from: Becky Koosman, City Clerk
Presenter: Mayor Schack

Action Requested: Motion
Form of Action: Minutes
Votes needed: 4 votes

Recommended Action

Motion to approve Nov. 17, 2025 study session minutes.

Strategic Plan Relatability

N/A

Financial Consideration

N/A

ATTACHMENTS:

[Minutes](#)

**Minutes
City of Minnetonka
City Council Study Session
Monday, November 17, 2025**

Council Present: Paula Ramaley, Patsy Foster-Bolton, Rebecca Schack, Kissy Coakley, Deb Calvert, Kimberly Wilburn, and Brad Wiersum

Staff: Mike Funk, Moranda Dammann, Erik Nilsson, Julie Wischnack, Darin Nelson, Will Manchester, Kevin Fox, Kelly O’Dea, Scott Boerboom, Sara Woeste, Sarah Donovan, Sarissa Seracki, and Joel Merry, Derek Metzger, and Jason Tait

1. Call to Order

Mayor Wiersum called the meeting to order at 6:00 p.m.

2. Introduction/ Roll Call

Council, staff and residents introduced themselves.

3. Business Items:

A. City manager review process

Assistant City Manager Moranda Dammann introduced the annual city manager review process, which is required by the city manager’s employment agreement. Dammann provided an overview of the process and proposed updates to the evaluation form based on council feedback, including alignment with the non-union employee performance management initiative.

Council asked questions and offered feedback on the city manager review and form update to guide staff’s finalization of the evaluation form. The new process and form will be used for City Manager Mike Funk’s review in December.

B. 2026 budget related items: 2026 proposed budget, Review 2026 utility rates, Annual cellular antenna lease schedule, Grant applications update

City Manager Mike Funk introduced the topic and gave a high-level overview of the 2026 proposed budget and levy, highlighted long-term financial planning and efforts to maintain service levels while managing costs.

Finance Director Darin Nelson provided a more granular look at budget-related items, examining what is represented in the budget within various funds: enterprise funds, capital project fund, debt funds, general fund, and special revenue funds.

Assistant City Manager Moranda Dammann offered an update about staff compensation and pay structures following a 2023 compensation and classification study.

Nelson gave an overview of proposed utility rates and the annual cellular antenna lease schedule.

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Senior Management Coordinator Sarissa Seracki provided a quick update on grant activity in 2025.

Council asked questions and provided feedback on the proposed budget and tax levy increase. Council also offered feedback on utility rate structure, lease report and grant activity.

C. Thirty minutes of open time and conference debrief

Councilmember Calvert briefly discussed a concern raised by a resident regarding cryptocurrency fraud, noting a national trend in which individuals are directed to use cryptocurrency kiosks to deposit funds and are subsequently financially exploited. The resident suggested that the city consider prohibiting such machines in businesses within Minnetonka.

D. December study session topics

Funk confirmed the upcoming study session agenda items and study session schedule.

4. Adjournment

Wiersum adjourned the meeting at 9:30 p.m.

Respectfully submitted,

Becky Koosman

City Clerk

**City Council
Agenda Item 5.C
Meeting of January 12, 2026**



Title: Dec. 8, 2025 regular meeting minutes
Report from: Becky Koosman, City Clerk
Presenter: Mayor Schack

Action Requested: Motion
Form of Action: Minutes
Votes needed: 4 votes

Recommended Action

Motion to approve Dec. 8, 2025 regular meeting minutes.

Strategic Plan Relatability

N/A

Financial Consideration

N/A

ATTACHMENTS:

[Minutes](#)

**Minutes
Minnetonka City Council
Monday, December 8, 2025**

1. Call to Order

Mayor Brad Wiersum called the meeting to order at 6:01 p.m.

2. Pledge of Allegiance

All joined in the Pledge of Allegiance.

3. Roll Call

Council Members Rebecca Schack, Kimberly Wilburn, Deb Calvert, Paula Ramaley, Kissy Coakley, Patsy Foster-Bolton and Brad Wiersum were present.

4. Approval of Agenda

Calvert moved, Ramaley seconded a motion to accept the agenda as amended with addenda for Items 14.A, 14.B and 14.C. All voted "yes." Motion carried.

5. Approval of Minutes:

A. November 24, 2025 regular meeting minutes

Calvert moved, Ramaley seconded a motion to approve the minutes. All voted "yes." Motion carried.

6. Special Matters:

A. Recognition for 2025 photo contest winners

Wiersum recognized the 2025 photo contest winners and thanked all of the talented residents who participated in this year's contest.

7. Reports from City Manager & Council Members

City Manager Mike Funk reported on upcoming city events and council meetings.

Coakley commented on a call she received from a resident based on a protest that occurred back on Sept. 17. She indicated this person felt his freedom of speech had been impinged upon. She stated she spoke with this individual as she wanted him to be heard and encouraged him to speak with staff.

Coakley stated she spoke with another resident who lives in Hollander Apartments who received an email from their property manager that ICE was in their building. She noted she has been following this topic on social media and understood a resident in the community had been arrested. She indicated this topic has been heavy on her heart and she would like the city council to further discuss this topic at an upcoming worksession meeting because residents were afraid.

Calvert thanked Councilmember Coakley for her comments. She explained she believed it was important for residents to understand what people and the city can and cannot do when it comes to protests. She stated it was hard to balance free speech and public safety at a dangerous intersection. She noted she received the same email as Councilmember Coakley and she would be speaking with this resident when she gets the chance.

Calvert noted there was a lot going on in the world and she wished everyone peace on earth and goodwill to men. She wished everyone Happy Hannukah and happy holidays. She urged everyone to be good to their neighbors and to consider making a donation to the local food shelf.

Schack explained the city council wants Minnetonka to be a safe and welcoming community for all.

Schack indicated she received an email regarding the Marsh noting there were residents who appreciated the fact they could remain Silver Sneakers members with their Blue Cross Blue Shield health insurance.

Schack congratulated Councilmember Calvert on becoming a grandmother. A round of applause was offered by all in attendance.

Ramaley commended staff for allowing Silver Sneakers members to be a part of the Marsh.

Ramaley thanked staff for addressing the protester concerns in a professional and peaceful manner.

Ramaley stated she attended the Ridgedale Commons lighting on Saturday, Dec. 6. She thanked staff for organizing this event.

Wilburn noted she and Councilmember Calvert bagged for tips for the ICA food shelf. She encouraged the public to consider making a donation to the ICA food shelf as there were many people in the community that were in need this time of year.

Wiersum explained he has had conversations with mayors in the west metro regarding the ICE activity in the Twin Cities. He stated some communities have put out statements but Minnetonka has not. He discussed how one of Minnetonka's pillars was to be an inclusive and welcoming community. He indicated the ICE activity was a challenging topic because the Minnetonka Police Department does not get involved in immigration enforcement. He reported when enforcement takes place in Minnetonka, the police department will not interfere or be involved.

8. Citizens Wishing to Discuss Matters not on the Agenda:

Mike Hoff, Cedar Lake Road, stated he appreciated the comments from the mayor regarding ICE, but indicated he was concerned with the behavior coming from ICE. He stated this behavior was dividing and not uniting. He supported the city making a comment or statement that speaks out against the current administration and the actions being taken by ICE as being wrong.

Catherine Johnson, Williston Road, explained she lived in Minnetonka and she was concerned about the federal raids occurring around the country. She stated these raids were often dangerous and were hurting bystanders and observers. She asked that the city make a statement that addresses the city's role during these events.

9. Bids and Purchases: None

10. Consent Agenda – Items Requiring a Majority Vote:

A. General services agreements with consulting engineering firms for the period of 2026-2028

Calvert moved, Coakley seconded a motion to authorize the mayor and city manager to enter into general services agreements for the three-year period of 2026-2028 with the following firms: AE2S, Alliant Engineering, Inc., American Engineering Testing, Inc., Barr Engineering Company, Bolton & Menk, Inc., Braun Intertec Corporation, Damon Farber, HDR Engineering, Inc., IMO Consulting Group, In-Control, Inc., PE Services, Short Elliott Hendrickson, Inc., SRF Consulting Group, Inc., Stanley Consultants, TKDA, Transportation Collaborative & Consultants, WSB & Associates, Inc. All voted "yes." Motion carried.

B. Amendment to an existing conservation easement at 11919 Live Oak Drive and 12020 Cambridge Court

Calvert moved, Coakley seconded a motion to approve the amendment to an existing conservation easement at 11919 Live Oak Drive and 12020 Cambridge Court. All voted "yes." Motion carried.

C. Revocation of an on-sale wine and on-sale 3.2 malt liquor licenses for Mega Pickle & Pong Minnetonka, LLC, at 17585 Highway 7

Calvert moved, Coakley seconded a motion to revoke the wine and on-sale 3.2 malt liquor licenses for Mega Pickle & Pong Minnetonka, LLC. All voted "yes." Motion carried.

D. Ordinance amending section 150.010, relating to the appointment of the diversity, equity and inclusion (DEI) commission members, expanding young adult member age parameters

Calvert moved, Coakley seconded a motion to adopt Ordinance 2025-11. All voted "yes." Motion carried.

E. Resolution for the Radio Equipment Shelter Lease renewal (at Ridgedale water tower) with the Minnesota Department of Transportation

Calvert moved, Coakley seconded a motion to adopt Resolution 2025-100. All voted "yes." Motion carried.

F. Resolution delegating authority for electronic fund transfers

Calvert moved, Coakley seconded a motion to adopt Resolution 2025-101. All voted "yes." Motion carried.

G. Resolution designating change in polling place locations for the 2026 State Primary

Calvert moved, Coakley seconded a motion to adopt Resolution 2025-102. All voted "yes." Motion carried.

H. Assignment of TIF Note related to Shady Oak Crossing

Calvert moved, Coakley seconded a motion to adopt Resolution 2025-103. All voted "yes." Motion carried.

I. An ordinance amending city code section 710.005 regarding certain fees

Calvert moved, Coakley seconded a motion to adopt Ordinance 2025-12. All voted "yes." Motion carried.

11. Consent Agenda – Items requiring Five Votes:

A. Applications for renewed liquor licenses for 2026

Ramaley moved, Calvert seconded a motion to approve the 2026 liquor license renewals. All voted "yes." Motion carried.

B. Regarding Grant Award and Funding Agreement for Minnesota Housing Local Housing Trust Grant Program

Ramaley moved, Calvert seconded a motion to adopt Resolution 2025-104. All voted "yes." Motion carried.

C. Minnesota Chiefs of Police Foundation (MCPF) Community Partnership Grant

Ramaley moved, Calvert seconded a motion to adopt Resolution 2025-105. All voted "yes." Motion carried.

D. Resolution accepting gifts, donations and sponsorships given to the city during 2025

Ramaley moved, Calvert seconded a motion to adopt Resolution 2025-106. All voted "yes." Motion carried.

12. Introduction of Ordinances:

A. Ordinance amending the city charter establishing the number of members of the charter commission

City Attorney Erik Nilsson gave the staff report.

Calvert moved, Schack seconded a motion to introduce the ordinance and schedule the public hearing for January 12, 2026. All voted "yes." Motion carried.

B. Ordinance amending the city charter to reflect state law requirements regarding resident signature petitions

City Attorney Erik Nilsson gave the staff report.

Wilburn moved, Ramaley seconded a motion to introduce the ordinance and schedule the public hearing for January 12, 2026. All voted "yes."
Motion carried.

13. Public Hearings:

A. 2026 utility rates and related items

Finance Director Darin Nelson gave the staff report.

Wiersum opened the public hearing.

Luke Van Santen, 2148 Sheraton Road, thanked the council for allowing him to speak. He encouraged the rate for those using 30,000+ gallons of water per month be doubled.

There being no further comments from the public, Wiersum closed the public hearing.

Ramaley thanked staff for the detailed presentation. She commented on how she appreciated the fact the City of Minnetonka was forward thinking and was planning for future infrastructure expenditures. She stated she would be supporting the proposed utility rates.

Calvert thanked staff for the detailed information that was provided on the utility rate tiers.

Wiersum explained the 13% to 14% increase was daunting, but noted the city's infrastructure was installed in the 1970's. He discussed how the city had to have funding on hand to replace this aging infrastructure in order to avoid catastrophic events. He stated one water main break costs the city \$10,000 and the city used to have 100 per year. He appreciated how the city was working to be proactive when it comes to improving and investing in the city's aging infrastructure.

Calvert moved, Ramaley seconded a motion to hold the public hearing and adopt Resolution 2025-107, Resolution 2025-108, Resolution 2025-109, Resolution 2025-110 and Resolution 2025-111. All voted "yes."
Motion carried.

Mayor Wiersum recessed the city council meeting.

Mayor Wiersum reconvened the city council meeting.

14. Other Business:

A. Items relating to the 2026 operating budget and property tax levies

City Manager Mike Funk and Finance Director Darin Nelson gave the staff report.

Wiersum opened the meeting for public comments.

LuAnn Tolliver, noted she attends the council meetings this time of year and has been a Minnetonka resident since 1980. She reported she has been an active citizen in the community and has served on the 9 Mile Creek Watershed District and on BWSR for two terms. She explained she currently served on the Charter Commission. She believed the city was doing a lot of things right. She expressed concern with the fact her home value increased \$56,000 in the past year and her property taxes would be increasing 14.8%. She questioned why the city reclassified the amenities in her house, noting these items were installed in 1972 and she would now be paying higher taxes because of this reclassification. She indicated she felt like the city was trying to push its seniors out of the community. She commented on how the city continued to have large budget increases with no end in sight. She encouraged the council to be more budget-conscious, to find ways to be more economical and to reward staff for eliminating waste. She asked that the city consider needs versus wants. She was of the opinion the Marsh was a don't need and she wanted to see the city eliminate all spending for the Marsh. She recommended pay increases be reconsidered, noting her social security would only be going up 2.8%. She encouraged the council to only approve the must have's and hold off on the nice to have's. She recommended the council do a deep dive into cost savings in 2026 in order to more closely align future budgets with the real cost of living.

Tom Stockert, Dominic Drive, stated in 2024 the budget projected a 3.43% increase in 2027 and this year the projected increase for 2027 was 8.91%. He expressed concern with the fact the city no longer had reasonable increases. He encouraged the council to take a closer look at the budget and expenditures for the coming year because current spending was unsustainable. He reported residents and the media were taking notice of the increases in city spending.

Kristin Gorder, Dominic Drive, thanked the council for their service to the community. She stated earlier in the meeting the council encouraged the public to donate to the food shelf because people are hurting. She commented on how the city would be raising the tax levy as well as utility rates for water, sewer and storm sewer. She indicated she had growing concerns regarding the proposed increases to the 2026 budget and tax

levy. She understood the city was working to maintain essential services and support city priorities but the impact on homeowners was becoming too much. She explained the city's multi-year financial plan was also concerning to her because 7% to 9% levy increases were proposed through 2029. She reported as a budget owner in the private sector she was required to keep her budget flat or down. She encouraged the city to find ways to do more with less. She urged the city to consider doing a priority based budget this year and not put this off until 2026. She stated many households in this city were already facing economic pressures and the city's financial trajectory raises questions about long-term affordability and whether cost saving measures were explored. She recommended the city council reject the budget, sharpen their pencils and work to bring costs down.

Wiersum closed the meeting for public comments.

Calvert stated the city councilmembers live in the community as well and any levy increase approved by the council impacts each of them. She noted her husband has been retired for some time and she understands the cost pressures facing those on a fixed income. She explained the council has said no to items. She discussed how the city has invested in drones as first responders because this would make the public safety department more effective and would save the city two positions. She indicated the Marsh was an initial cost outlay but had met a number of needs in the community. She discussed how Minnetonka was a growing community, which meant serving these members in the community was not a zero-sum game. She reported that the city council had studied and sharpened their pencils when it came to this budget. She indicated she was proud of the investments the city would be making in public safety and would be supporting the budget presented by staff.

Schack thanked all of the residents who spoke at this meeting. She indicated while campaigning she spoke with numerous residents and she understood people loved living in Minnetonka and wanted more amenities such as trails, park services and improved fire response. She explained the city could not bring down the budget significantly without sacrificing essential services. She commented this was not what she was hearing from residents. She stated in order to maintain city services this was the proposed budget. She indicated she was comfortable with the commitments the city was making to police and fire. She reported the council made tough decisions this year and would continue to make tough decisions going forward when it comes to expenditures for the city. She clarified the city has always had a priorities based budget that focused on the city's strategic priorities.

Wilburn explained she agreed with a lot of Councilmember Schack's comments. She understood not all members of the community supported the Marsh purchase, while there were others that greatly appreciated this acquisition. She anticipated the residents of Minnetonka would not be willing to give up a lot of the essential services that are provided by the city.

Coakley indicated she supported the proposed budget. She believed Minnetonka was one of the best communities to live in. She appreciated how well kept the city's roads and parks were. In addition, she appreciated the timely response that was provided by police and fire, noting other communities were not receiving the same response. She stated she feels the pressure of increased costs as well but reiterated that she moved to Minnetonka in order to have a beautiful city to live in with a higher level of services. She was of the opinion staff has done a wonderful job drawing people to the Marsh and the city's initial investment was paying off. She reported she would be supporting the budget as proposed.

Foster-Bolton indicated she would be supporting the budget as well.

Ramaley commented she concurred with the comments from her colleagues. She reported the Marsh was a couple of years from breaking even and noted the Williston already breaks even. She indicated the Marsh was a community gathering space and heartbeat of the city. She discussed the number of seniors in the community and appreciated the senior programming that was offered in this space. She stated she believed the city provided great value and amenities for the taxes that were charged. She commented on the economic stresses facing all residents at this time. She understood the city had to be mindful of its spending, but noted she would be supporting the budget as presented.

Wilburn reported statutorily the city council was required to pass a budget by December 31, 2025.

Calvert stated there has been significant increases in salaries and noted this was being done to ensure the city remains competitive amongst its peer communities.

Wiersum thanked all of the residents who shared their opinions with the council. He explained a lot of time was spent on discussing and setting the budget. He indicated no one on the council was comfortable with a 7.91% levy increase. He reported the council does think in terms of must haves, nice to haves and don't needs. He understood that not all residents in the community used all of the services offered by the city, but Minnetonka would continue to offer these services in order to improve the health and

well-being of the community. He stated Minnetonka was committed to excellence and he appreciated how the city worked towards this goal. He indicated the operational levy was slated to increase 4.7% and reported the city does not get to choose how much health insurance increases each year. He explained the city was making a 2.7% increase in public safety for the coming year. He noted the public safety department was understaffed at this time, but has just as many needs as all surrounding communities. He stated that without the proposed investments response times would continue to go down for police, fire and medical calls. He indicated the only item of contention was the payment for debt service on the facilities improvements. He explained the city needs to continue to invest in its fire stations and was working to create overnight services for firefighters. He stated if this item were kicked down the road the levy could be reduced by .7%, but this need would not go away rather it would just be delayed. He commented further on how these types of delays lead to increased costs for the city. He again thanked the public for their comments and stated he would be supporting the proposed budget.

Schack moved, Foster-Bolton seconded a motion to receive public comment on the proposed budget and levies and motion to adopt Resolution 2025-112, Resolution 2025-113 and Resolution 2025-114. All voted "yes." Motion carried.

B. Resolution for the Excelsior Boulevard Improvement Project

Public Works Director Will Manchester gave the staff report.

Schack explained she had concerns with having trails on both sides of this roadway. She commented it feels like building on two sides of the street seems excessive, but she understood this was a county requirement. She inquired if the city could eliminate one side of the trail given the expense. Manchester explained this could be negotiated with Hennepin County if this was the direction provided by the city council.

Foster-Bolton indicated she supported building on one side of the road instead of both. Manchester stated it is a requirement from the county and it was their road. He noted the city would have to speak with the county to see if they would be willing to change their requirement.

Coakley discussed how roundabouts slow the speed of traffic and expressed concern with how the proposed roundabouts would back up traffic along Excelsior Boulevard. She commented further on how difficult it was to access the Vantage Program property.

Ramaley requested staff speak to whether or not the roundabouts will back up traffic noting this has not been her experience. Manchester explained staff believes the roundabouts may create some delays, but there would be less delays than with the current traffic signals. He discussed how staff would be working with Scenic Heights School to look at internal improvements.

Ramaley inquired if the roundabout would take the same amount of space as a traffic signal. Manchester indicated the amount of space needed would be similar.

Ramaley stated she would like to see how many property owners would be impacted by the proposed roundabouts.

Calvert asked staff to speak to the watermain work. Manchester discussed how the amount of water being used has changed over time and the watermain in this area was now too large. He indicated staff would like to decrease the size of the line in order to maintain pressure.

Calvert questioned if the sewer line should be replaced at this time in order to have a longer life. Manchester reported staff looked into this and noted these lines could be lined in the future should the need arise, but staff did not believe it was necessary to replace the sewer lines at this time.

Calvert inquired if the city could install wildlife friendly ribbon curbs in this project. Manchester commented the county will make this decision.

Coakley asked if the trail could be shifted from one side of the road to the other in order to lessen the impact on homeowners. Manchester stated typically trails remain on one side of the road in order to reduce the need for pedestrians to cross the street, but noted this may be possible. He explained it would be his preference to have the trail remain on one side of the street.

Coakley questioned if stop signs would be a better option than the roundabouts along Excelsior Boulevard. Manchester was of the opinion roundabouts would be a better option than stop signs for this corridor.

Wiersum commented on the county's standard to have trails on both sides of the roadway. He discussed how Highway 101 and Shady Oak Road had higher traffic volumes and a faster speed of traffic, which made it more daunting for pedestrians to cross. He inquired what type of roadway Excelsior Boulevard would be asked if it was necessary to have a trail on both sides of the roadway. He understood having a trail on both sides of

the roadway was a luxury and offered pedestrian safety, but he questioned if it was necessary for this project. Manchester reported Excelsior Boulevard would look similar to the roadway today and indicated he could speak with the county about having the trail on one side instead of both. He commented further on the economies of scale of installing both sides at this time versus trying to install another trail in the future.

Wiersum requested staff speak with the county regarding the necessity of having a trail on both sides and that the city and county consider what will have to be given up if a trail were installed on both sides of the street.

Schack asked how much the trail costs would be reduced if the trail were only installed on one side of the roadway. Manchester estimated the trail project costs would be reduced by 25%.

Further discussion ensued regarding how the city will work to ensure the wetlands adjacent to the project area were not impacted by the roadway improvements.

Wiersum opened the meeting for public comments.

Duane Sillby, Lakeshore Boulevard, explained he was a mountain bike coach for seven years in Minnetonka and currently he volunteers with MCC. He noted he has ridden all over North America. He suggested the city consider putting a trail down one side of the street and a mountain biking trail down the other side. He commented on how a recent reports shows that kids who mountain bike two times a week can reduce their ADD and ADHD medicine by 50%. He reported there were a lot of benefits to mountain biking for health and families. He discussed the tremendous success the mountain biking teams in Minnetonka have had.

Jan Ravers, Dawn Drive, reported she attended the August worksession meeting. She originally appreciated that the trail would be on both sides of the street, but she has since changed her mind. She hoped that staff would be able to negotiate with Hennepin County to secure a trail on only one side of the street. She asked if the proposed project would impact or damage Wing Lake. She encouraged the city to consider environmentally co lighting along this corridor.

Richard Strosall, Havenwood resident, discussed how there was no access to cross Highway 101 from his facility. He noted some of the residents within Havenwood would like to take advantage of the library and park in the area. He reported he had no opposition to the project, but asked that the city consider creating a safe pedestrian crossing at Highway 101.

Wiersum stated he visited Havenwood recently and he understood the concern Mr. Strosall raised.

Cindy Eyden, Excelsior Boulevard, stated she appreciated all of the work staff has put into this project. She indicated she has written many comments to the council regarding this project. She supported the city pursuing a trail on only one side of the street versus having the trail on both sides.

Ann Hassfeld, Glendale Street, indicated she wrote a letter to the council that was included in the packet today. She commented on the concerns she has with the roundabout in Glen Lake. She believed the roundabouts were driver-centric and not pedestrian-centric. She discussed how traffic signals create a more clear and safe path for pedestrians. She noted her other issues with this project were with money that would be spent in removing the traffic signals. She explained there has only been one crash at Williston in recent years and suggested the traffic signals remain in place. She questioned how much the city can push back on the roundabouts and urged the city to continue to negotiate with the county. She stated she wanted to learn more about how safe mixed use trails were in the community. She expressed concern with how portions of the Excelsior Boulevard corridor would be going from four lanes to two lanes and noted this was an issue in the Glen Lake area.

Steve Clinton, Excelsior Boulevard, noted he lived just north of Purgatory Park. He reported this project would remove the highly treed buffer he had on his property and his home would now be fully exposed to Excelsior Boulevard. He stated this was a concern to him, as were the proposed retaining walls. He questioned what assurances he would have that the remaining oaks on his property would be preserved. He understood there was no tree replacement plan as part of this project, which seemed counterintuitive for the City of Minnetonka. He expressed concern with the fact the city had not responded to his request for a site visit, nor had anyone from the city responded to his questions.

Luke Van Santen, Sheraton Hills Road, reported he supported the city pursuing a trail on both sides of the road. He indicated he also supported the replacement of the traffic signals with roundabouts. He commented further on how having trails on both sides of the roadway would improve pedestrian safety.

Brett McGraw, resident of St. Louis Park, reported he rode through the community frequently. He stated he supported the city pursuing trails on both sides of the street. He discussed how roundabouts reduce long term

costs and decrease crashes by 60% and serious crashes by over 80%. He noted he walks through roundabouts every day and explained he believed it was easier to walk through a roundabout than a typical traffic signal.

Lori Dahms, Excelsior Boulevard, reported she lives near Scenic Heights Drive. She indicated she had concerns with the fact the city would be installing a trail on both sides of the road. She stated these trails would encroach into established yards and would alter property boundaries. She commented on how mature trees, irrigation systems, landscaping and driveways would all be impacted. She noted privacy would also be lost for the homeowners living along Excelsior Boulevard. She discussed how this project would impact her life drastically because her children attend schools in the immediate area. She stated she was extremely concerned about the safety of children walking along Excelsior Boulevard. She commented on how she has chosen to pay for bussing for her children for safety reasons. She was of the opinion the city should only pursue a trail on one side of the roadway.

Terri Bevins, Excelsior Boulevard, stated she would be impacted by the proposed roundabouts, but she supported the roundabouts moving forward. She suggested the trail be on both sides of the roadway.

Ms. Eyden recommended the city consider installing a crosswalk at West Mill Road to allow pedestrians to enter Purgatory Park.

Wiersum closed the meeting for public comments.

Wiersum requested staff speak to the comments that were made by the public.

Manchester reported staff noted the request regarding environmentally friendly lighting and staff would look into this. He explained the proposed trails would be mixed use, which would allow for walkers and bikers. He stated the city's tree replacement ordinance and landscaping impacts could be considered.

Calvert requested staff speak to the easement that would be required at the academy property. Manchester indicated he would have to investigate this further but noted the general lane configuration would remain as is.

Schack asked if the city could move this project forward with the understanding staff would look into the alternative of having a trail on one side of the street. Manchester reported the city council could provide staff with this direction. He stated he was uncertain with how the county would respond to this request. City Manager Mike Funk indicated staff could

bring back more information as to the plans for the trail on both sides of the street. He encouraged the council to take into consideration the public engagement that had already occurred with the understanding the trail would be on both sides of the street. He anticipated a different level of public engagement would have occurred if the trail was only proposed for one side of the street. He noted staff would have to reach out to the county to better understand their perspectives on this matter and to learn if more public engagement would have to be pursued.

Schack thanked staff for their response. She indicated she liked this project and she believed it was very well done. She noted she lived very near Ridgedale Drive and she greatly appreciated the new roundabouts along this corridor. She stated she was a big proponent of trails and appreciated the partnership with the county on this project, but she also understood the environmental impacts of having a trail on both sides of the street. She explained she did not want to hold this project up, but she did want to better understand if the county would be willing to allow for a trail on one side versus both.

Coakley reported she would like to see more community engagement completed as well as staff pursuing new ideas for the roundabouts.

Wilburn stated she supported action on this item being tabled in order to allow staff to speak with the county to see if a trail on one side of the road was a possibility and what the cost differences would be. She explained as a cyclist, she would like to see a trail on both sides of the street versus having to have pedestrians and cyclists crossing back and forth.

Calvert commented she agreed with Councilmembers Wilburn and Schack. She indicated she was supportive of the roundabouts. She stated she drove down the corridor in order to better understand the tree loss and noted on Page 83 of the report, it notes as many trees as feasible will be replaced. She explained she would like to know more about the trail and if ribbon curbs could be considered in order to accommodate the wildlife in the area. She asked that staff speak with the county to see what was and was not negotiable within this project with respect to the trail.

Ramaley stated she was in favor of the roundabouts and curb alternatives given how the corridor was surrounded by wetlands. She encouraged staff to work with the county to see if it was possible to have a trail on one side of the roadway or what type of compromise could be reached regarding the trail, while still maintaining pedestrian and cyclist safety.

Wiersum explained the general consensus was to hold off on this project forward. While the city wanted to be a good partner with the county, there

were some questions that the council wanted to have answered before this project moved forward. He stated he supported this corridor having roundabouts because they made roads safer. He understood it would take some time for residents to get used to this change, but in the long run the roundabouts were the better option. He supported staff speaking with the county in order to have the questions answered and that this project be brought back to the council in January.

Funk stated it made sense to table action on this item to allow staff to speak with the county regarding the trail feasibility and curb design standards.

Schack moved, Coakley seconded a motion to table action on this item to a future city council meeting directing staff to speak with the county regarding trail feasibility and curb design standards. All voted "yes." Motion carried.

C. Resolution for the Cedar Lake Road and Ridgedale Drive Improvement Project

Public Works Director Will Manchester gave the staff report.

Schack asked that the city consider completing the missing trail segment on Plymouth Road and Ridgedale Drive be completed. She asked if there were opportunities to improve pedestrian and biker safety. Manchester reported the bike lanes would be a big improvement. He explained he spoke with Hopkins schools, and they were comfortable with what the city was proposing.

Foster-Bolton commented this area was extremely difficult during parent pickup and drop-off times. She reported the sidewalks were dangerous as well. She was of the opinion the city had to address the intersection at the school because it was extremely unsafe.

Wilburn indicated she lives near this intersection and she agreed this intersection was not safe.

Calvert stated this reminds her of the comments that were made about Scenic Heights. She asked if the plastic poles were an option for the intersection at the school. Manchester noted the city had looked into the delineators before, but noted they would have to be removed in the winter months or they would have to be plowed around.

Calvert suggested the school be asked to make circulation improvements on their property. Manchester stated the city has been speaking with the school and noted they were looking at making improvements.

Ramaley questioned if rumble strips could be used. Manchester stated rumble strips have not been used because of the sound that would be created for the surrounding neighbors.

Ramaley inquired if additional painting, striping or signage should be considered at this intersection. Manchester stated staff could look into this further.

Wiersum asked how extensive the curb would be if this were a solution that was pursued. Manchester stated a small concrete barrier or curb that was six inches tall could be installed and would provide a physical separation.

Wiersum indicated this may cause more problems, especially in the winter months if people were not able to see the curb. He understood striping may not always be the best option, but in this case he supported the city pursuing new cost effective striping in order to improve traffic and pedestrian safety.

Ramaley suggested a combination of striping and delineators be considered.

Schack questioned if any of these options would be made easier once the mill and overlay project was completed. She inquired if the curb could be added after the mill and overlay project was done. She noted she had a concrete curb installed near her home and stated it was working quite well. She stated she could support the curbing being installed near the school if it would improve safety. Manchester recommended the striping be completed to begin with and noted the curbing could be added at some point in the future. He indicated the delineators could also be added at a later date.

Wiersum opened the meeting for public comments.

Luke Van Santen, thanked the council for their service to the community and for being willing to hear from the public. He thanked staff for all of their efforts on this project. He was of the opinion the proposed plans would improve safety at the crossings. He commented on how the city may have to take into consideration how traffic will change in the future. He wanted to see the city address the trail gaps in the community. He recommended the feasibility study be denied and that a 10 foot wide two way multi use

bike lane be considered as part of this project. He provided further comment on adjustments that could be made in order to accommodate a trail and to improve safety.

Michael, 10211 Cedar Lake Road, stated it was his hope the vision for this project would be long-term.

Wiersum closed the meeting for public comments.

Calvert reported this was a mill and overlay project and she did not want to miss the opportunity to make safety improvements. She stated she could support this item moving forward with direction to staff to complete the striping and other bike safety elements.

Schack indicated she was conflicted on this item because this was such a complex area. She commented she would like to see the council putting a policy in place on how the city will prioritize biker and pedestrian safety through mill and overlay projects.

Ramaley agreed this was a difficult project to move forward. She appreciated staff's recommendations on this project and noted she supported the council further discussing future mill and overlay projects. She stated she would have liked to have seen a cost-benefit analysis for the impacts of the recommendations. She indicated she was inclined to table action on this item in order to learn more about the striping and lane configuration options before moving this item forward.

Foster-Bolton stated she supported tabling action on this item because she felt very strongly about the added barrier.

Wiersum explained the timetable was tight for this project. He recommended this project move forward and that staff be challenged to look at what safety improvements could be made. He was of the opinion the McGinty Road striping was effective and impressive. He noted he did not want to hold this project up but rather wanted staff to take into consideration what meaningful safety improvements could be made in coordination with this mill and overlay project.

Calvert moved, Schack seconded a motion to adopt Resolution 2025-115 with direction to staff to explore additional safety measures. Schack, Wilburn, Calvert, Ramaley, Coakley and Wiersum voted "yes." Foster-Bolton voted "no". Motion carried.

D. Items concerning 7 Brew, a coffee and beverage business with a drive-thru facility, at 17501 Highway 7

City Planner Susan Thomas gave the staff report.

Calvert asked if MNDOT can force the city to change the access plans to this site. Thomas stated the MNDOT letter spoke about the existing conditions on Highway 7 and that they would like to see the entrance closed. She reported MNDOT was not commenting on this proposal but rather was commenting on the existing conditions and the city's traffic consultants have suggested this project would have a negligible impact on Highway 7.

Ramaley questioned if there would be any outdoor seating as part of this plan. Thomas stated the applicant was not showing any seating in the native planting areas.

Foster-Bolton inquired if the vehicles visiting 7 Brew would be running the entire time. Thomas indicated this would be the case.

Wilburn indicated she supported the council having a discussion around drive-thrus and learning about the environmental impacts of drive-thrus.

Wiersum invited the applicant to come forward.

Mike Gustafson, representative of the franchisee, stated he had seven proposals under consideration in Minnesota at this time. He explained this was the first time he had someone request seating in the native planting area. He stated he would have to consider this further because he was concerned about safety. He noted there would be a picnic table under one of the overhead canopies. He commented further on how the property would be restriped.

Schack stated she did not love the idea of adding a drive-thru only amenity to the community, but explained this project has come to the city for consideration and met the city's requirements.

Calvert indicated she was very conflicted about this request, noting the use went against the city's environmental goals but noted the city did not have an ordinance against this.

Foster-Bolton agreed.

Wiersum stated if this was an important topic to the council, a discussion had to be held at a future worksession meeting.

Ramaley explained she was not wildly supportive of this project but appreciated the fact there would be outdoor seating.

Schack moved, Ramaley seconded a motion to adopt Resolution 2025-116. All voted "yes." Motion carried.

15. Appointments and Reappointments: None

16. Adjournment

Wilburn moved, Calvert seconded a motion to adjourn the meeting at 12:00 a.m. All voted "yes." Motion carried.

Respectfully submitted,

Becky Koosman
City Clerk

**City Council
Agenda Item 5.D
Meeting of January 12, 2026**



Title: Dec. 15, 2025 study session minutes
Report from: Becky Koosman, City Clerk
Presenter: Mayor Schack

Action Requested: Motion
Form of Action: Minutes
Votes needed: 4 votes

Recommended Action

Motion to approve Dec. 15, 2025 study session minutes.

Strategic Plan Relatability

N/A

Financial Consideration

N/A

ATTACHMENTS:

[Minutes](#)

**Minutes
City of Minnetonka City Council
Study Session
Monday, December 15, 2025**

Council Present: Paula Ramaley, Patsy Foster-Bolton, Rebecca Schack, Kissy Coakley, Deb Calvert, Kimberly Wilburn, and Brad Wiersum

Staff: Mike Funk, Erik Nilsson, Julie Wischnack, Darin Nelson, Will Manchester, Kelly O'Dea, Leslie Yetka, Kevin Fox, Scott Boerboom, Jayce Alexander, and Sarissa Seracki

1. Call to Order

Mayor Wiersum called the meeting to order at 6:00 p.m.

2. Introduction/ Roll Call

Council, staff and residents introduced themselves.

3. Business Items:

A. 2026 Strategic Plan action steps

Senior Management Coordinator Sarissa Seracki introduced the topic and offered a high level overview. Staff leads for each of the six strategic priorities laid out the desired outcomes and action steps for their portion of the plan.

City council asked questions and offered feedback on the action steps for each desired outcome related to strategic priorities.

B. 2026 city council study session work plan

Funk outlined the planned 2026 study session items. The topics were compiled based on topics raised by councilmembers throughout the course of the last year, as well as recommendations from staff for council consideration.

City council provided feedback and suggestions concerning the proposed 2026 study session topics. An updated plan will be brought back to the next council study session.

C. 2026 Legislative Priorities

Funk explained that city council and department directors meet annually with local legislators prior to the start of the legislative term to briefly highlight the city's legislative priorities. Additionally, the city hears what the legislators' top interests are, what to expect in the upcoming months of session and respond to questions they may have about the city operations, challenges, and services. Council discussed legislative priorities to highlight during the meeting.

City council provided feedback and suggestions regarding the 2026 legislative priorities. The Legislative Breakfast is planned for Friday, January 23 or Friday, January 30.

**Minutes
City of Minnetonka City Council
Study Session
Monday, December 15, 2025**

D. 2026 city council and staff appointments

Funk introduced the topic and council made decisions regarding 2026 council representatives for various committees and regional and local organizations.

4. Adjournment

Wiersum adjourned the meeting at 9:40 p.m.

Respectfully submitted,

Becky Koosman

City Clerk

**City Council
Agenda Item 10.A
Meeting of January 12, 2026**



Title: Cooperative construction agreement with Hennepin County and the Minnesota Department of Transportation (MnDOT) for Trunk Highway No. 394 signals at Ridgedale Drive and Plymouth Road

Report from: Chris Long, P.E., Assistant City Engineer

Submitted Through: Phil Olson, P.E., City Engineer
Will Manchester, P.E., Public Works Director
Julie Wischnack, Community Development Director
Darin Nelson, Finance Director
Erik Nilsson, City Attorney
Mike Funk, City Manager

Presenter: Phil Olson, P.E., City Engineer

Action Requested: Motion

Form of Action: Resolution

Votes needed: 4 votes

Summary Statement

The Minnesota Department of Transportation (MnDOT) is scheduled to replace the traffic signals north and south of Trunk Highway No. 394 (T.H. 394) on Ridgedale Drive and at Plymouth Road north of T.H. 394 in 2026. This traffic signal agreement defines Minnetonka, MnDOT and Hennepin County responsibilities for the replacements and to effectively operate and maintain these traffic signal systems.

Recommended Action

1. Motion to adopt the resolution approving the cooperative construction agreement with the Minnesota Department of Transportation and Hennepin County for Trunk Highway No. 394 signals at Ridgedale Drive and Plymouth Road.
2. Motion to authorize the city engineer to expend the allocated funds for project costs, without further council approval, provided the total project costs do not exceed the project budget of \$925,000.

Strategic Plan Relatability

Infrastructure & Asset Management

The cooperative agreement establishes maintenance and cost-share responsibilities for the traffic signal to ensure safe and reliable infrastructure, in-line with desired outcome 5.2, providing a safe, quality and well-maintained roadway system.

Financial Consideration

Yes

The signal replacement, painting, and sidewalk improvements city cost portion is budgeted in 2026 of the 2026-2030 Capital Improvements Program (CIP).

Background

See attached supplemental background report.

ATTACHMENTS:

[Supplemental Background Report](#)
[Resolution](#)
[Map - Plymouth Rd](#)
[Map - Ridgedale Dr](#)
[Agreement](#)

Supplemental Background Report

The traffic signals along T.H. 394 on Ridgedale Drive and Plymouth Road have reached the end of their service life and have been identified by MnDOT for replacement in 2026. As part of the traffic signal replacement, the city is responsible for a portion of the replacement cost as well as the associated painting costs. The traffic signals are being painted bronze, which is the standard color used for signals in Minnetonka.

A cooperative agreement between MnDOT, Hennepin County and Minnetonka has been prepared in regards to the installation of the new traffic signals and sidewalk improvements. The agreement also establishes conditions of ownership, maintenance and financial responsibilities. The city attorney has reviewed this agreement.

Proposed Improvements

The proposed improvements will replace the traffic signals and includes grading, bituminous surfacing, and Americans with Disabilities Act (ADA) sidewalk improvements.

In conjunction with this work, the opportunity arose to complete streetscaping improvements which follow the Ridgedale Drive Area Public Realm Guidelines along Ridgedale Drive and Plymouth Road. The aesthetic/streetscaping improvements within the MnDOT contract includes colored concrete within the sidewalk area being replaced.

A separate city quote project will be considered following the signal project to replace associated lighting, install seat walls, and install pavers between the sidewalk and curb. These improvements align with the enhancements completed throughout the Ridgedale area over the past several years; however, are not common in signal construction contracts of this type, and projected cost savings are assumed by completing as a separate city quote project. Funding for the additional aesthetic/streetscaping improvements would come from the Development Fund/Street Improvement Fund.

Improvements have been coordinated with all agencies, including MnDOT and Hennepin County.

Estimated Project Costs and Funding

The total estimated construction costs, including engineering, administration, and contingency, is \$2,525,000 with the city expense proposed to be \$925,000. The table below shows the city costs based on pre-bid estimates from MnDOT and funding necessary for the project, which is identified for 2026 in the 2026-2030 CIP.

	Budget Amount	Proposed Funding	Expense
Construction Costs – Signals and ADA Imp. (MnDOT/HC)			\$1,600,000
Construction Costs – Signals and ADA (City)			\$600,000
Construction Costs - Streetscaping (City)			\$175,000
Contingency (City)			\$100,000
Engineering, Admin, and Indirect Costs (City)			\$50,000
MnDOT		\$1,300,000	
Hennepin County		\$300,000	
Municipal State Aid (MSA) Fund	\$750,000	\$750,000	
Development Fund/Street Improvement Fund		\$175,000	
Total Budget	\$750,000	\$2,525,000	\$2,525,000

Schedule

If the recommended actions are approved by council, bids will be received by MnDOT this spring and construction would occur in the summer of 2026. Traffic would be maintained in the area during construction; however, delays at times could be expected due to the work.

A separate quote project as mentioned above for the associated lighting, seat walls, and pavers between the sidewalk and curb will be coordinated following MnDOT's project.

Resolution No. 2026-XXX

Resolution that the City of Minnetonka enter into MnDOT Agreement No. 1061410 with the State of Minnesota, Department of Transportation

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

Section 1. Background.

1.01. The Minnesota Department of Transportation (MnDOT) plans to replace the traffic control signal systems adjacent to Trunk Highway No. 394 at Plymouth Road and Ridgedale Drive in the City of Minnetonka.

1.02. The City of Minnetonka will provide payment to the State for the city's share of costs of the signal systems, painting, and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 394 at Plymouth Road and Ridgedale Drive within the corporate limits of the City of Minnetonka under State Project No. 2789-189 and State Aid Project No. 027-661-062 and No. 142-153-009 (T.H. 394=010) and County Project No. 2201123 (TH 394=010).

Section 2. Council Action.

2.01. The mayor and city manager are hereby authorized to execute such agreements as are necessary to implement the project(s) on behalf of the City of Minnetonka.

Adopted by the City Council of the City of Minnetonka, Minnesota, on Jan. 12, 2026.

Rebecca Schack, Mayor

ATTEST:

Becky Koosman, City Clerk

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

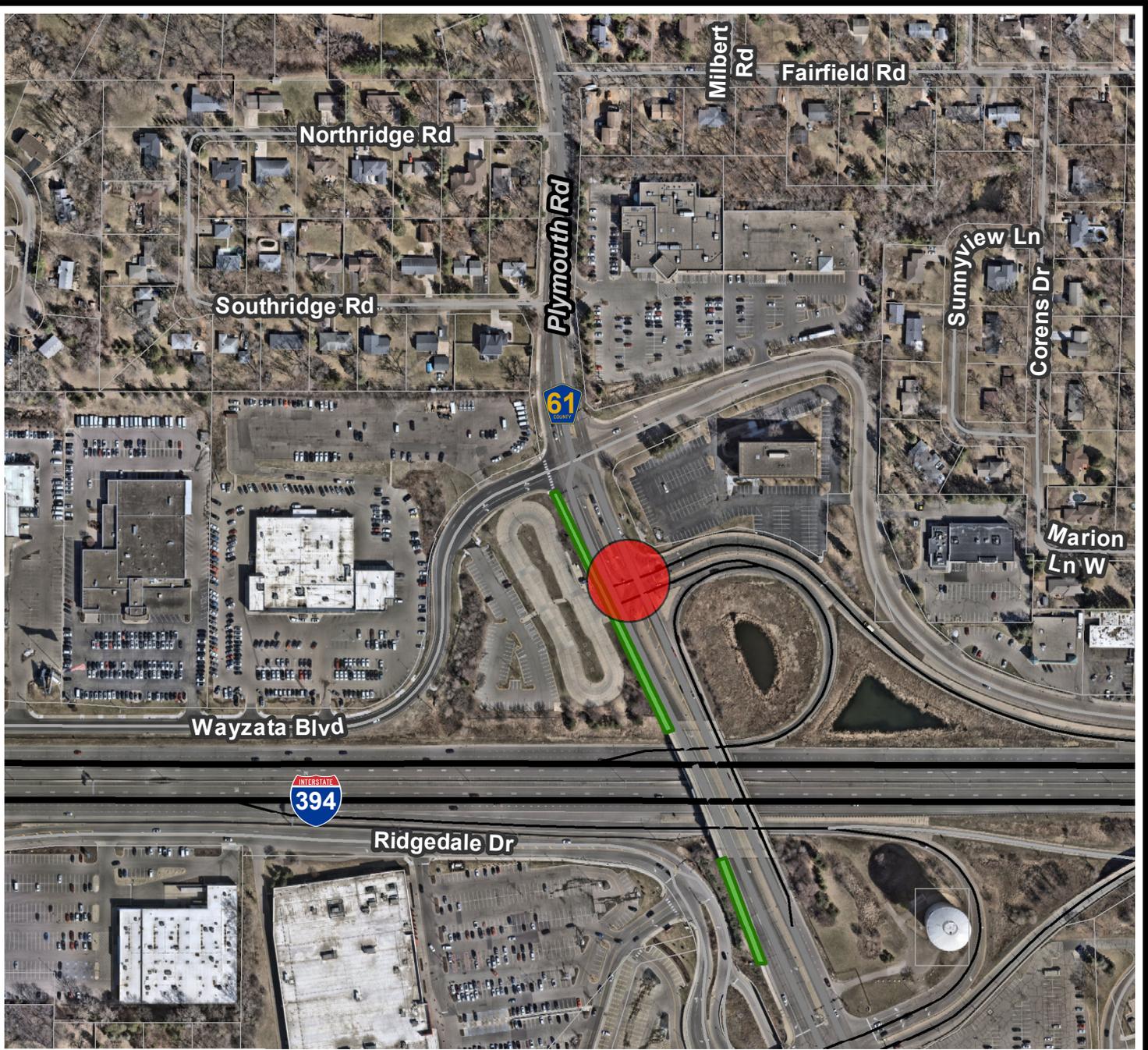
Voted against:

Abstained:

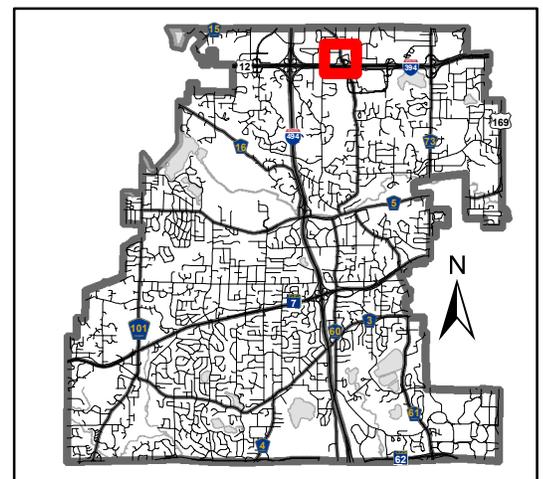
Absent:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a meeting held on Jan. 12, 2026.

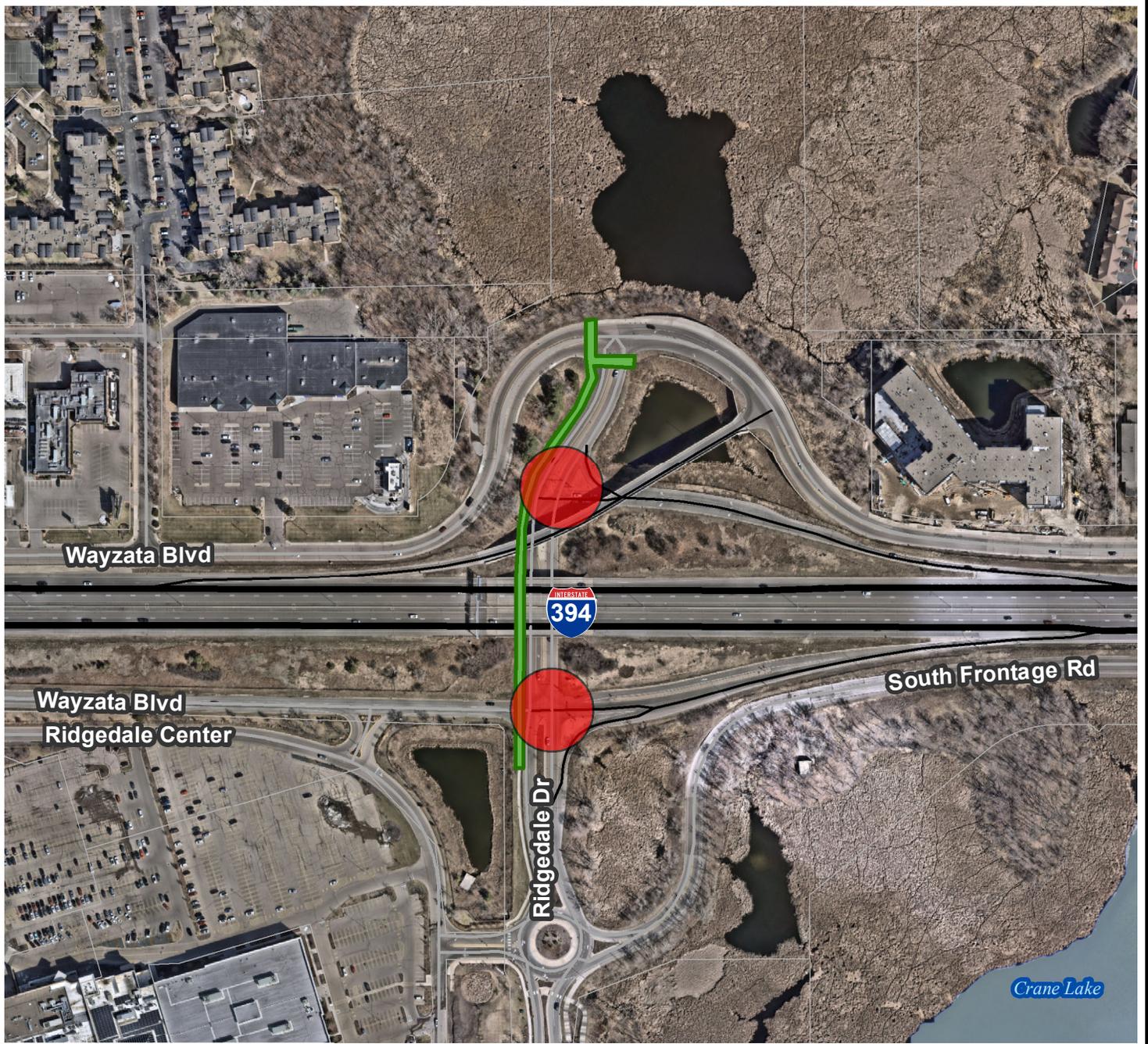
Becky Koosman, City Clerk



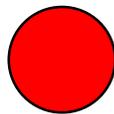
Traffic Signal Replacement & ADA Improvements Plymouth Rd & I394 North Ramp



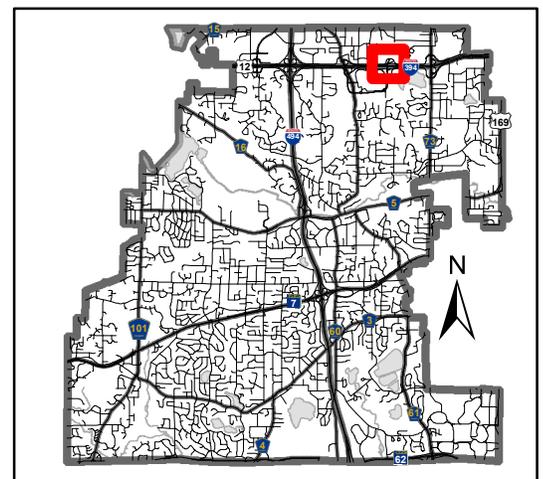
This map is for illustrative purposes only.



**Traffic Signal Replacement & ADA Improvements
Ridgedale Dr & I394 North & South Ramp**

 Signal Location

 ADA Improvements



This map is for illustrative purposes only.

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

State Project Number (SP):	<u>2789-189</u>	City Estimated Amount Receivable
Trunk Highway Number (TH):	<u>394=010</u>	<u>\$556,001.75</u>
State Aid Project Number (SAP):	<u>027-661-062</u>	
State Aid Project Number (SAP):	<u>142-153-009</u>	
Federal Project Number:	<u>NHPP I394(009)</u>	County Estimated Amount Receivable
County Project Number:	<u>2201123</u>	<u>\$259,473.52</u>
Signal System "A" ID:	<u>23201397</u>	
Signal System "B" ID:	<u>23201398</u>	
Signal System "C" ID:	<u>23201399</u>	

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

Recitals

1. The State will perform traffic signals, ADA improvements and Traffic Management System construction and other associated construction upon, along, and adjacent to Trunk Highway No. 394 at County State Aid Highway (CSAH) No. 61 / Plymouth Road and at Ridgedale Drive according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 2789-189 and State Aid Project No. 027-661-062 and No. 142-153-009 (TH 394=010) ("Project"); and
2. The City and the County will participate in the costs of the traffic signal construction and associated construction engineering; and
3. The City has requested the State include in its Project signal system painting construction; and Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

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

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

- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 4. Maintenance by the County; 12. Liability; Worker Compensation Claims; 14. State Audits; 15. Government Data Practices; 16. Governing Law; Jurisdiction; Venue; and 18. Force Majeure. The terms and conditions set forth in Article 6. Signal Systems Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 2789-189 and State Aid Project No. 027-661-062 and No. 142-153-009 and County Project No. 2201123 (TH 394=010) are on file in the office of the Commissioner of Transportation at Saint Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Engineer, in the office of the County Engineer, and attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction**
 - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
 - B. **Inspection by the City and the County.** The City and County participation construction covered under this Agreement will be open to inspection by the City and the County. If the City or the County believes the City or County participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City or the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City or the County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City and County participation construction covered under this Agreement.
- 2.3. **Plan Changes, Additional Construction, Etc.**
 - A. Subject to the approval provisions of this Section 2.3.A., the City and County agree that the State may make changes in the Project Plans and contract construction that are reasonably necessary to cause the contract construction to be in all things performed and completed in a satisfactory manner. Except in cases of emergency, to ensure safety, or to comply with environmental laws and regulations, the City or the County shall have the right to review and approve any material changes to Project Plans and specifications related to the City's or County's respective infrastructure or cost participation prior to the work being performed. The City or County shall respond to the State's request for approval, which the City or County shall not unreasonably withhold, to authorize the issuance of any negotiated change orders or supplemental agreements within a reasonable time frame that accounts for Project construction deadlines. The City or County will be responsible for any delay claims from State's Contractor due to the City's or County's respective failure to provide such timely response. Deviations from the Project Plans for City-owned or County-owned facilities will be documented, and record

drawing information will be provided to the City or the County upon completion of The Project. The City and County approval provisions set forth herein shall not otherwise alter or affect the State's authority to direct and supervise the construction contract under Section 2.2.A.

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

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

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

3. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

3.1. Roadways. Maintenance of Ridgedale Drive to be maintained. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted City maintenance practices.

3.2. Storm Sewers. Routine maintenance of any storm sewer facilities construction along Ridgedale Drive. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.

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

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

The State will maintain crosswalk markings on the Trunk Highway at ramps which intersect with City or County roads.

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

4. Maintenance by the County

Upon completion of the Project, the County will provide the following without cost or expense to the State:

- 4.1. **Roadways.** Maintenance of CSAH 61 / Plymouth Road to be maintained. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted City maintenance practices.
- 4.2. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction along CSAH 61 / Plymouth Road. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation, and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 4.3. **Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the owner of the storm sewer facilities. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area," which is on file in the office of the State's District Hydraulics Engineer at Roseville and is incorporated into this Agreement by reference.

5. Signal Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal Systems and EVP Systems on Trunk Highway No. 394 at Plymouth Road and at Ridgedale Drive.

Operation and maintenance responsibilities will be as follows for the Signal Systems "A" and "B" and EVP Systems on TH 394 at Ridgedale Drive on north and south side of TH 394, respectively, and Signal System "C" and EVP System on TH 394 at CSAH 61 / Plymouth Road on north side of TH 394, and for the Interconnect for the Signal Systems "A", "B" and "C".

5.1. Traffic Control Signal System "A", "B" and "C", City Responsibilities

- A. **Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP Systems, and Interconnect.
- B. **Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
 - ii. Replace the Signal Systems LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
 - iii. Clean the Signal Systems controller cabinet and service cabinet exteriors.
 - iv. Clean and paint the Signal Systems and luminaire mast arm extensions. The painted equipment will undergo visual inspection over its lifespan by the State. In the event the State determines the equipment requires repainting, the City will be responsible for performing repainting in a timely manner. Painting will be in accordance with MnDOT Standard Specification 2565.3U, unless approved by the State's District Traffic Engineer. If the City does not comply with the maintenance terms as stated, the State may include a "Paint Signal System" pay item in the next project at the subject locations at 100 percent City cost.

- v. Paint and maintain the cross-street pedestrian crosswalk markings.

5.2. *State Responsibilities*

- A. ***Interconnect; Timing; Other Maintenance.*** The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the City or County. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. ***EVP Systems Operation.*** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i. All maintenance of the EVP Systems must be done by State forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City and County will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
 - iii. Malfunction of the EVP Systems must be reported to the State immediately.
 - iv. In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City or County receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the State.
 - v. All timing of the EVP Systems will be determined by the State.

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

5.4. ***Related Agreements.*** This Agreement will supersede and terminate terms of Agreement No. 87843, dated May 9, 2005, between the State and the City for the intersection of TH 394 north and south ramps at Ridgedale Drive. This Agreement will also supersede and terminate terms of Agreement No. 64672, dated July 13, 1988 between the State, the City, and the County for the intersections of TH 394 north ramp at CSAH 61 / Plymouth Road.

6. *Basis of City Cost*

- 6.1. ***Schedule "I".*** The Preliminary Schedule "I" includes anticipated City participation construction items, State Furnished Materials lump sum amounts, and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 6.2. ***City Participation Construction.*** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for Mobilization and Traffic Control.
 - A. 100 Percent will be the City's rate of cost participation in all of the Signal System "A", "B" construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 and Sheet No. 3 of the Preliminary Schedule "I".
 - B. 100 Percent will be the City's rate of cost participation in all of the cost difference between standard concrete and colored concrete construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 4 of the Preliminary Schedule "I".

- 6.3. State Furnished Materials.** The State will furnish an ATC Cabinet 350, Autoscope System and Cameras, PTZ Camera, Gridsmart System and Camera, and Fiber, according to the Project Plans, to operate the traffic control signal systems covered under this Agreement. The City's lump sum share for State Furnished Materials is **\$111,844.88**. The City's cost share for State Furnished Materials will be added to the City's total construction cost share as shown in the Schedule "I."
- 6.4. Construction Engineering Costs.** The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.
- 6.5. Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.
- The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.
- 6.6. Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

7. City Cost and Payment by the City

- 7.1. City Cost. \$556,001.75** is the City's estimated share of the costs of the contract construction, State Furnished Materials, and the construction engineering cost share as shown in the Preliminary Schedule "I." The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 7.2. Conditions of Payment.** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I," after the following conditions have been met:
- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I."
 - B. The City's receipt of a written request from the State for the advancement of funds.
- 7.3. Acceptance of the City's Cost and Completed Construction.** The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.
- 7.4. Final Payment by the City.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

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

8. Basis of County Cost

- 8.1. *Schedule "I"*.** The Preliminary Schedule "I" includes anticipated County participation construction items, State Furnished Materials lump sum amounts, and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 8.2. *County Participation Construction*.** The County will participate in the following at the percentages indicated. The construction includes the County's proportionate share of item costs for Mobilization and Traffic Control.
- A.** 100 Percent will be the County's rate of cost participation in all of the Signal System "C" construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 and Sheet No. 4 of the Preliminary Schedule "I".
- 8.3. *State Furnished Materials*.** The State will furnish ATC Cabinet 350, Autoscope System and Cameras, PTZ Camera and Fiber, according to the Project Plans, to operate the traffic control signal systems covered under this Agreement. The County's lump sum share for State Furnished Materials is **\$47,190.31**. The County's cost share for State Furnished Materials will be added to the County's total construction cost share as shown in the Schedule "I".
- 8.4. *Construction Engineering Costs*.** The County will pay a construction engineering charge equal to 8 percent of the total County participation construction covered under this Agreement.
- 8.5. *Plan Changes, Additional Construction, Etc.*** The County will share in the costs of construction contract addenda and change orders that are necessary to complete the County participation construction covered under this Agreement, including any County requested additional work and plan changes.
- The State reserves the right to invoice the County for the cost of any additional County requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.
- 8.6. *Liquidated Damages*.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

9. County Cost and Payment by the County

- 9.1. *County Cost*.** **\$259,473.52** is the County's estimated share of the costs of the contract construction, State Furnished Materials, and the construction engineering cost share as shown in the Preliminary Schedule "I." The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 9.2. *Conditions of Payment*.** The County will pay the State the County's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I," after the following conditions have been met:

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

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

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

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

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

10. Authorized Representatives

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

10.1. The State's Authorized Representative will be:

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

10.2. The City's Authorized Representative will be:

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

10.3. The County's Authorized Representative will be:

Name, Title: Carla Stueve, County Highway Engineer (or successor)
 Address: 1600 Prairie Drive, Medina, MN 55340
 Telephone: (612) 596-0356
 Email: carla.stueve@hennepin.us

11. Assignment; Amendments; Waiver; Contract Complete

11.1. Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City or the County from contracting with a third-party to perform City or County maintenance responsibilities covered under this Agreement.

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

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

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

12. Liability; Worker Compensation Claims

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

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

12.3. The State's Project construction contract will include clauses that will: 1) Require the State's contractor to indemnify and hold the County, its commissioners, officers, agents, and employees harmless from any liability, claim, demand, judgments, expenses, action or cause of action of any kind or character arising out of any act or omission of the contractor, its officers, employees, agents or subcontractors; and 2) Require the State's contractor to name the County as an additional insured for the required liability insurance coverages, (except for Workers' Compensation, Employers' Liability, and Professional Errors & Omissions) with respect to operations covered under the construction contract.

13. Nondiscrimination

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

14. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's and the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

15. Government Data Practices

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

16. Telecommunications Certification

By signing this Agreement, the City and the County certify that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, the City and the County will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a

substantial or essential component of any system or as critical technology as part of any system. The City and the County will include this certification as a flow down clause in any contract related to this Agreement.

17. Governing Law; Jurisdiction; Venue

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

18. Termination; Suspension

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

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

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

19. Force Majeure

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

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CITY OF MINNETONKA

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

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

HENNEPIN COUNTY

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

Approved:

By: _____
(Chair of County Board) Date

And: _____
(County Administrator) Date

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

Approved as to form:

By: _____
(Assistant County Attorney) Date

Approved as to execution:

By: _____
(Assistant County Attorney) Date

Attest by: _____
(Deputy/Clerk of County Board) Date

Recommended for Approval:

By: _____
(Director, Transportation Project Delivery Department) Date

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

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

PRELIMINARY SCHEDULE "I"
Agreement No. 1061410
City of Minnetonka and Hennepin County

SP 2789-189 (TH 394=010)
 SAP 027-661-062, SAP 142-153-009
 Fed. Proj. NHPP I394(009)

Preliminary: December 19, 2025

Traffic signals, ADA improvements and Traffic Management System construction to start approximately July 13, 2026 under State Contract No. ____ with ____ located on TH 394 at Plymouth Road and at Ridgedale Drive

CITY COST PARTICIPATION	
SAP 142-153-009 (From Sheet No. 2)	389,252.26
State Furnished Materials, Signal System "A", (From Sheet No. 3, Lump Sum)	63,235.02
State Furnished Materials, Signal System "B", (From Sheet No. 3, Lump Sum)	48,609.86
Aesthetic Costs (From Sheet No. 4)	13,719.30
Subtotal	\$514,816.43
Construction Engineering (8%)	41,185.31
(1) Total City Cost	\$556,001.75

(1) Amount of advance payment as described in Article 7.1 of the Agreement (estimated amount)

COUNTY COST PARTICIPATION	
SAP 027-661-062 (From Sheet No. 2)	193,062.95
State Furnished Materials, Signal System "C", (From Sheet No. 4, Lump Sum)	47,190.31
Subtotal	\$240,253.26
Construction Engineering (8%)	19,220.26
(2) Total County Cost	\$259,473.52

(2) Amount of advance payment as described in Article 9.1 of the Agreement (estimated amount)

(1) 100% CITY

1061410

ITEM NUMBER	SAP 142-153-009 SIGNAL SYSTEM A, SIGNAL SYSTEM B	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.18	142,306.17	25,615.11
2563.601	TRAFFIC CONTROL	LUMP SUM	0.18	68,346.34	12,302.34
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM A	SYSTEM	0.60	260,144.75	156,086.85
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM B	SYSTEM	0.45	355,688.79	160,059.96
2565.601	PAINT SIGNAL SYSTEM A	LUMP SUM	1.00	9,292.00	9,292.00
2565.601	PAINT SIGNAL SYSTEM B	LUMP SUM	1.00	11,778.00	11,778.00
2565.601	PAINT SIGNAL SYSTEM C	LUMP SUM	1.00	14,118.00	14,118.00
				TOTAL	\$389,252.26
		(1) 100% CITY		\$389,252.26	

(2) 100% COUNTY

ITEM NUMBER	SAP 027-661-062 SIGNAL SYSTEM C	UNIT	QUANTITY	UNIT PRICE	COST (2)
2021.501	MOBILIZATION	LUMP SUM	0.09	142,306.17	12,807.56
	TRAFFIC CONTROL	LUMP SUM	0.09	68,346.34	6,151.17
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM C	SYSTEM	0.45	386,898.28	174,104.23
				TOTAL	\$193,062.95
		(2) 100% COUNTY		\$193,062.95	

ITEM NUMBER	SP 2789-189 SIGNAL SYSTEM "A" - STATE FURNISHED MATERIALS	UNIT	QUANTITY	UNIT PRICE	COST (3)
	- LUMP SUM - for information only				
	ATC CABINET 350	EACH	1.00	58,841.46	58,841.46
	AUTOSCOPE - SYSTEM	EACH	1.00	2,583.90	2,583.90
	AUTOSCOPE - CAMERA	EACH	3.00	8,823.54	26,470.62
	PTZ CAMERA	EACH	1.00	5,207.36	5,207.36
	FIBER	EACH	1.00	1,277.28	1,277.28
				TOTAL	\$94,380.62
				(3) 67% CITY	\$63,235.02
				33% STATE	\$31,145.60

(4) 50% CITY, 50% STATE

ITEM NUMBER	SP 2789-189 SIGNAL SYSTEM "B" - STATE FURNISHED MATERIALS	UNIT	QUANTITY	UNIT PRICE	COST (4)
	- LUMP SUM - for information only				
	ATC CABINET 350	EACH	1.00	58,841.46	58,841.46
	GRIDSMART - SYSTEM	EACH	1.00	25,354.12	25,354.12
	GRIDSMART - CAMERA	EACH	1.00	6,539.50	6,539.50
	PTZ CAMERA	EACH	1.00	5,207.36	5,207.36
	FIBER	EACH	1.00	1,277.28	1,277.28
				TOTAL	\$97,219.72
				(4) 50% CITY	\$48,609.86
				50% STATE	\$48,609.86

ITEM NUMBER	SP 2789-189 SIGNAL SYSTEM "C" - STATE FURNISHED MATERIALS	UNIT	QUANTITY	UNIT PRICE	COST (5)
	- LUMP SUM - for information only				
	ATC CABINET 350	EACH	1.00	58,841.46	58,841.46
	AUTOSCOPE - SYSTEM	EACH	1.00	2,583.90	2,583.90
	AUTOSCOPE - CAMERA	EACH	3.00	8,823.54	26,470.62
	PTZ CAMERA	EACH	1.00	5,207.36	5,207.36
	FIBER	EACH	1.00	1,277.28	1,277.28
				TOTAL	\$94,380.62
				(5) 50% COUNTY	\$47,190.31
				50% STATE	\$47,190.31

(6) 100% CITY

ITEM NUMBER	SP 2789-189 CITY AESTHETICS COSTS - LUMP SUM BASED ON BID	UNIT	QUANTITY	UNIT PRICE	COST (6)
	- LUMP SUM - for information only				
2521.518	6" CONCRETE WALK	SQ FT	1,410.00	(9.81)	(13,832.10)
2521.518	6" COLORED CONCRETE WALK	SQ FT	1,410.00	19.54	27,551.40
				TOTAL	\$13,719.30
				(6) 100% CITY	\$13,719.30

CITY OF MINNETONKA

RESOLUTION

IT IS RESOLVED that the City of Minnetonka enter into MnDOT Agreement No. 1061410 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the traffic control signal system construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 394 at Plymouth Road and at Ridgedale Drive under State Project No. 2789-189 and State Aid Project No. 027-661-062 and No. 142-153-009 and County Project No. 2201123 (TH 394=010).

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

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Minnetonka at an authorized meeting held on the _____ day of _____, 20__, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 20__
Notary Public _____
My Commission Expires _____

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)

HENNEPIN COUNTY

RESOLUTION

IT IS RESOLVED that Hennepin County enter into MnDOT Agreement No. 1061410 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the County to the State of the County's share of the costs of the traffic signals, ADA improvements and Traffic Management System construction and other associated construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 394 at Plymouth Road and at Ridgedale Drive under State Project No. 2789-189 and State Aid Project No. 027-661-062 and No. 142-153-009 and County Project No. 2201123 (TH 394=010).

IT IS FURTHER RESOLVED that the _____
(Title)

and the _____
(Title)

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

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Hennepin County at an authorized meeting held on the _____ day of _____, 20__, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 20__
Notary Public _____
My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

**City Council
Agenda Item 10.B
Meeting of January 12, 2026**



Title: Purgatory Creek Restoration Maintenance Agreement between the Riley Purgatory Bluff Creek Watershed District and the City of Minnetonka

Report from: Matt Kumka, Park and Trail Project Manager

Submitted Through: Will Manchester, P.E., Public Works Director
Darin Nelson, Finance Director
Erik Nilsson, City Attorney
Mike Funk, City Manager

Presenter: Matt Kumka, Park and Trail Project Manager

Action Requested: Motion

Form of Action: Contract/Agreement

Votes needed: 4 votes

Summary Statement

Public works staff, in conjunction with the Riley-Purgatory-Bluff Creek Watershed District (RPBCWD), received a \$104,576.00 Watershed Based Implementation Funding grant, as approved by council on Jan. 29, 2024, through the Minnesota Board of Water and Soil Resources. This grant provides funding for streambank repair and naturalization on Purgatory Creek in Purgatory Park.

A maintenance agreement between the city and the RPBCWD is required for final district permitting for the project. The maintenance agreement ensures that the creek and this restoration effort will not be filled in, no additional creek crossings will be installed, that no net increase of the flood stage beyond that achieved by the approved plans, and that the vegetative buffer of the wetland and creek will be protected in perpetuity.

Recommended Action

Motion to authorize the city manager to execute the maintenance agreement for the Purgatory Creek Restoration project with the Riley Purgatory Bluff Creek Watershed District, subject to non-material changes as approved by the city attorney.

Strategic Plan Relatability

Sustainability, Resilience & Natural Environment

This effort relates to Strategic Priority 3 – Sustainability and Natural Environment and the Desired Outcome 3.2 (Protect, manage and enhance the natural environment) and Desired Outcome 3.3 (Community-wide adoption of sustainability and conservation best practices. The Purgatory Park streambank restoration project helps to mitigate on-going damage to the city trail system in a highly visited park while improving water quality in Purgatory Creek, and create valuable ecological habitat,

which is a key strategy identified in the 2020 Natural Resources Master Plan.

Financial Consideration

Yes

The total project cost is estimated at \$115,000.00. The city will provide a cash match of \$10,457.60 over the life of the grant to fund streambank stabilization and restoration activities. The cash match is budgeted in 2026 as part of the ongoing operational expenses of the park maintenance program.

Background

A southern stretch of the Purgatory Park trail network is directly adjacent to the northern branch of Purgatory Creek. Over the last several years, as the creek attempts to meander, severe erosion on the south side of the creek has pushed towards the highly-used gravel walking trail. With no room to move the trail away from the creek due to a significant slope with mature oak trees, new bending curves in the stream channel, known as remeanders, with bioengineered stabilization techniques have been designed. A scope of work is attached to the draft grant agreement. The creek project will be completed by the end of 2026.

The Board of Water and Soil Resources (BWSR) works with local watershed districts to determine projects that accomplish a number of goals including water quality improvement and habitat restoration. The Watershed Based Implementation Funding was recommended by the Riley Purgatory Bluff Creek Watershed District (RBCWD) for this project after the review of optional projects from cities within the watershed. The grant application was recently approved by BWSR.

The project will feature the creation of a new stream channel over an approximately 300 foot stretch of the creek. Through localized excavation, a creek remeander will be established. The creek will be moved away from the city trail and less steep slopes will be created. These new slopes will be stabilized using geoengineering techniques, which include the reuse of tree stumps in the banks and biodegradable erosion control fabric and logs. The entire area disturbed by the construction will then be restored using appropriate native plantings and seedings to create a vibrant, stream-adjacent plant community. This project will be highly visible and tied directly into the on-going surrounding upland restoration efforts by city staff, contractors and the robust volunteer community.

Schedule

If council choses to move forward with the agreement, which has been reviewed by the city attorney, final permitting will be completed in anticipation of starting the work in August 2026.

ATTACHMENTS:

[Agreement](#)

MAINTENANCE AGREEMENT
Between the Riley Purgatory Bluff Creek Watershed District
and The City of Minnetonka

This Maintenance Agreement (Agreement) is made by and between the Riley Purgatory Bluff Creek Watershed District, a watershed district with purposes and powers set forth at Minnesota Statutes chapters 103B and 103D (RPBCWD), and the City of Minnetonka, a municipal corporation under the laws of the State of Minnesota (City).

Recitals and Statement of Purpose

WHEREAS pursuant to Minnesota Statutes section 103D.345, the RPBCWD has adopted and implements the Wetland and Creek Buffers Rule and the Waterbody Crossings and Structures Rule;

WHEREAS under the Wetland and Creek Buffers Rule, certain land development activity triggers the requirement that the landowner record a declaration establishing the landowner's perpetual obligation to protect undisturbed buffer adjacent to a creek or wetland;

WHEREAS, under the Waterbody Crossings and Structures Rule, certain land development activity requires the landowner to record a declaration establishing the landowner's perpetual obligation to inspect and maintain waterbody crossings and structures in accordance with approved plans;

WHEREAS in each case, a public landowner, as an alternative to a recorded instrument, may meet the maintenance requirement by documenting its obligations in an unrecorded written agreement with the RPBCWD;

WHEREAS in accordance with the RPBCWD rules and as a condition of permit 2025-11, the City's perpetual obligation to maintain wetland and creek buffer and waterbody crossings and structures must be memorialized in a maintenance agreement specifying requirements and restrictions;

WHEREAS the City and the RPBCWD execute this Agreement to fulfill the condition of permit no. 2025-11, and concur that it is binding and rests on mutual valuable consideration;

THEREFORE the City and RPBCWD agree as follows that the City, at its cost, will inspect and maintain the wetland and creek buffer and waterbody crossings and structures as shown in the site plan attached to and incorporated into this Agreement as Exhibit A in perpetuity as follows:

1. BUFFER AREAS

- a. Buffer vegetation must not be cultivated, cropped, pastured, mowed, fertilized, subject to the placement of mulch or yard waste, or otherwise disturbed, except for periodic cutting or burning that promotes the health of the buffer, actions to address disease or invasive species, mowing for purposes of public safety, temporary disturbance for placement or repair of buried utilities, or other actions to maintain or improve buffer quality and performance, each as approved by the District in advance in writing or when implemented pursuant to a written maintenance plan approved by the District.
- b. Diseased, noxious, invasive or otherwise hazardous trees or vegetation may be selectively removed from buffer areas and trees may be selectively pruned to maintain health.
- c. Pesticides and herbicides may be used in accordance with Minnesota Department of Agriculture rules and guidelines.
- d. No fill, debris or other material will be placed within the buffer.
- e. No structure or impervious cover (hard surface) may be created within a buffer area beyond that shown in the scaled site plan attached to this declaration as Exhibit A.
- f. Permanent wetland buffer markers, if required, will be maintained in the locations shown on the approved site plan attached as Exhibit A. Language shall indicate the purpose of the buffer, restrictions, and the name and website address of the Riley Purgatory Bluff Creek Watershed District.

2. WATERBODY CROSSINGS & STRUCTURES

- a. Crossings and structures in contact with the bed or bank of a waterbody will be inspected at least once a year and maintained in good repair in perpetuity to ensure adequate hydraulic and navigational capacity is retained in accordance with approved plans; to ensure no net increase in the flood stage beyond that achieved by the approved plans; to prevent adverse effects to water quality, changes to the existing flowline/gradient and increased scour, erosion or sedimentation; and minimizing the potential for obstruction of the waterbody.
3. **Reporting.** The City will submit to the RPBCWD annually a brief written report that describes stormwater facility maintenance activities performed under this declaration, including dates, locations of inspections and the maintenance activities performed.
 4. **Property Transfer.** If the City conveys into private ownership a fee interest in the property that is the subject of this Agreement, it shall require as a condition of sale, and enforce: (a) that the purchaser record a declaration on the property incorporating the maintenance requirements of this Agreement; and (b) that recordation occur either before any other encumbrance is recorded on the property or, if after, only as accompanied by a subordination and consent executed by the encumbrance holder ensuring that the declaration will run with the land in perpetuity. If the City conveys into public ownership a fee interest in any property that has become subject to this

Agreement, it shall require as a condition of the purchase and sale agreement that the purchaser accept an assignment of all obligations vested under this Agreement.

- 5. This Agreement may be amended only in a writing signed by the parties.
- 6. The recitals are incorporated as a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT

By _____ Date:
President, Board of Managers

The City of Minnetonka

By: _____ Date:
Its Administrator

**City Council
Agenda Item 10.C
Meeting of January 12, 2026**



Title: 2026 Strategic Plan action steps

Report from: Sarissa Seracki, Senior Management Coordinator

Submitted Through: Erik Nilsson, City Attorney
Moranda Dammann, Assistant City Manager
Mike Funk, City Manager

Presenter: Mike Funk, City Manager

Action Requested: Motion

Form of Action: Other

Votes needed: 4 votes

Summary Statement

The 2025-2027 Strategic Plan was adopted by city council in 2024. During the April 19-20, 2024 special study sessions, city council and leadership participated in a strategic plan update conducted by Craig R. Rapp with Rapp Consulting Group. City council and leadership revisited the city's mission and vision statements, guiding principles, and revised strategic priorities and desired outcomes for 2025-2027. In 2025, city staff held two separate workshops on Nov. 13 and 14 to develop the 2026 actions steps, which is the third level of the strategic plan.

At the Dec. 15, 2025 council study session, the 2026 action steps and performance metrics were brought to the council for review and discussion. There are over 70 action steps identified for 2026. The revised language for three desired outcomes was also reviewed during the study session:

- Desired Outcome 4.1
 - Current language: Increase number of affordable housing units in the city
 - Revised language: Increase and diversify the types of housing within the city
- Desired Outcome 4.2
 - Current language: Enhance vitality across the business sector focusing on large corporate businesses
 - Revised language: Create a positive business environment, by connecting to small, medium and large businesses
- Desired Outcome 4.3
 - Current language: Continue to support Opus Area transformation as a vital and connected part of Minnetonka
 - Revised language: Continue the transformation of the Opus Area by implementing physical improvements to the area

Recommended Action

Motion to accept the 2026 action steps and the revised language for three desired outcomes under

Livable and Well-Planned Development.

Strategic Plan Relatability

N/A

Financial Consideration

No

Background

In late summer and early fall of 2020, the city council met over a series of meetings to draft an updated strategic profile. Staff implemented the three-level plan and determined various action steps. The profile was imported into the city's strategic profile software, Envisio. This software tracks the progress of the action steps, holds data for the metrics that align with key strategies and generates a community dashboard. The top level of the plan includes six strategic priorities. Each priority is assigned to a team lead who oversees the development, tracking and progress of the key strategies and action steps. The team lead pulls in a variety of staff who have expertise in specific areas and are assigned as the owner or contributor to the item. In addition to developing action steps, the groups also identify performance metrics to help visually support various key strategies and areas of the strategic profile.

At the end of 2023 staff recommended city council to revisit the strategic profile that was developed in 2020 and participate in a strategic planning update with an outside consultant. In 2024 the city hired Craig R. Rapp with Rapp Consulting Group to conduct the strategic plan update during the April 19-20, 2024 special study sessions. During the sessions, city council affirmed the current six priorities: Financial Strength and Operational Excellence, Safe and Healthy Community, Sustainability and Natural Environment, Livable and Well-Planned Development, Infrastructure and Asset Management, and Community Inclusiveness. City council and leadership also discussed the second level of the plan during the special study sessions, which are now referred to as desired outcomes.

Throughout 2024 each strategic priority was brought forth to city council during a study session to further their conversations from the April strategic planning sessions. Some strategic priorities, definitions and desired outcomes were adjusted after those conversations. Those updates are shown in the six action step documents attached. To develop the 2026 action steps city staff held two separate workshop days on Nov. 13 and Nov. 14. About 40 city staff members attended these workshops and this structure allowed for collaboration and discussion across city departments.

Performance metrics and targets were also developed during those workshops. However, performance metrics are consistently revisited to ensure the correct data is measured. Ideas of what performance metrics will be measured in 2026 for each desired outcome are included in the attachment below.

Following each quarter in 2026, a strategic plan progress report will be brought to city council for review and a motion to accept the quarterly report. Once action steps are approved and finalized for 2026, they will be updated into Envisio for reporting and tracking.

2026 reporting periods are:

Q1 Jan. 1 - March 31, 2026

Q2 April 1 - June 30, 2026

Q3 July 1 - Sept. 30, 2026

Q4 Oct. 1 - Dec. 31, 2026

ATTACHMENTS:

[2026 Action Steps](#)

[2026 Performance Metrics](#)

[Rapp Consulting Group Strategic Plan Update](#)

Action Steps - Financial Strength

2025-2027 Strategic Plan (2026)

Report Created On: Jan 07, 2026

Plan Label And Number	Description
Strategic Priority 1	FINANCIAL STRENGTH A financially responsible organization that delivers results
Desired Outcome 1.1	High level creditworthiness
Action Step 1.1.1	Maintain a Moody's rating agency fund balance rating of “Very Strong”
Action Step 1.1.2	Maintain a Moody's rating agency net direct debt rating of “Very Strong”
Action Step 1.1.3	Maintain the Water & Sewer Utility Fund minimum cash balance
Desired Outcome 1.2	Improve alignment between service expenditures and identified priorities
Action Step 1.2.1	Complete the priority based budgeting implementation process by allocating program costs and scoring amongst the citywide programs
Action Step 1.2.2	Input 2026 budget into Priority Based Budgeting application to refine and prepare for development of 2027 budget.
Action Step 1.2.3	Utilize Priority Based Budgeting to identify resource reallocation opportunities within the 2027 budget
Desired Outcome 1.3	Expand sources of revenue for Capital Improvement Projects
Action Step 1.3.1	Work with the University of Minnesota Extension Service to update sales tax projections utilizing the latest data available
Action Step 1.3.2	Depending upon legislative actions, develop a referendum plan for sales tax question(s) on November 2026 ballot
Action Step 1.3.3	Develop a coordinated process to identify, apply for, and monitor grants and other external funding sources that support strategic priorities

Action Steps - Safe and Healthy Community

2025-2027 Strategic Plan (2026)

Report Created On: Jan 07, 2026

Plan Label And Number	Description
Strategic Priority 2	<p>SAFE AND HEALTHY COMMUNITY</p> <p>Create initiatives to enhance community well-being, engage residents to build trust, and prioritize programs, education, hazard mitigation, and emergency response</p>
Desired Outcome 2.1	Implement service delivery models outlined in the Public Safety Master Plan
Action Step 2.1.1	Evaluate and enhance the Real-Time Operations Center (RTOC) to support expanded operational capacity and coverage
Action Step 2.1.2	Enhance staffing operational efficiency of the patrol division
Action Step 2.1.3	Enhance investigative capabilities by implementing a cross-trained program focused on emerging crime trends, intelligence-driven methods, and proactive case development
Action Step 2.1.4	Transition identified medical call types to the fire department as the primary responder to improve efficiency and community care
Action Step 2.1.5	Continue progress toward fire department service level objectives. This includes increasing peak hours staffing at fire station 4 utilizing paid on call and full-time firefighters
Action Step 2.1.6	Begin the process for station 2 facility project, this includes steps towards the state bonding process, acquiring an architect for design and evaluation of the current site
Action Step 2.1.7	Seek opportunities for grants to aid in fulfilling staffing requests as detailed out in the Public Safety Master Plan to improve fire department performance metrics
Action Step 2.1.8	Develop and host a public-facing dashboard to provide real-time progress tracking of fire department performance metrics
Action Step 2.1.9	Explore the development of a pre-hire program to maintain adequate patrol coverage during vacancies
Desired Outcome 2.2	Ensure public safety readiness for the Opus area redevelopment

Plan Label And Number	Description
Action Step 2.2.1	Collaborate with Metro Transit Police and other public safety partners to continue coordinated response efforts in conjunction with the potential sub-station in Opus area
Action Step 2.2.2	Collaborate with Metro Transit and other public safety partners to facilitate drills and exercises to prepare for potential incidents involving the Metro Transit Green Line Extension project
Action Step 2.2.3	Implement a targeted outreach strategy for the diverse and densely populated Opus area, focusing on building strong relationships with community members and addressing their public safety concerns
Action Step 2.2.4	Monitor development in Opus area and track public safety calls for service. Use this data to proactively adjust public safety response and allocate resources based on emerging needs
Action Step 2.2.5	Review fire department rescue plan and collaborate with other public safety partners to identify potential deficiencies in rescue equipment and training required for future Metro Transit Green Line Extension service, and develop strategies to mitigate potential impacts to the community
Desired Outcome 2.3	Enhance public safety mental health response
Action Step 2.3.1	Research additional strategies to enhance departmental and community wellness
Action Step 2.3.2	Develop and pilot an alternative mental health response model
Action Step 2.3.3	Enhance emphasis on family support, focusing on officer wellness
Action Step 2.3.4	Enhance the training of fire department personnel to better recognize and respond to mental health related calls

Action Steps - Sustainability, Resilience and Natural Environment

2025-2027 Strategic Plan (2026)

Report Created On: Jan 07, 2026

Plan Label And Number	Description
Strategic Priority 3	<p>SUSTAINABILITY, RESILIENCE AND NATURAL ENVIRONMENT</p> <p>Be a community that values the natural environment, sustainability, and actions that lead to a more climate resilient community</p>
Desired Outcome 3.1	A more resilient community that both mitigates and adapts to Minnesota’s changing climate
Action Step 3.1.1	Develop and implement an annual work plan based on the Climate Action and Adaptation plan (CAAP) to encourage and support residents and businesses in reducing community-wide greenhouse gas emissions
Action Step 3.1.2	Host quarterly interdepartmental CAAP Staff Team meetings to implement the annual CAAP work plan
Action Step 3.1.3	Perform 2-3 targeted outreach events in 2026 related to the Resilient Minnetonka program for residential property owners to encourage more participants, with a focus on properties in urban heat island areas
Action Step 3.1.4	Plan and implement an education campaign on flood reduction as part of the Excelsior Blvd road and trail reconstruction project
Desired Outcome 3.2	Protect, manage and enhance the natural environment
Action Step 3.2.1	Initiate 10 acres of new habitat restoration across multiple parks identified in the CIP in 2026
Action Step 3.2.2	Plant 1,000 trees in the community in 2026, including trees sold and planted through the citywide tree sale as well as trees planted by the city to replace those lost by insects and disease
Action Step 3.2.3	Educate and connect property owners who have installed resilient landscape practices (e.g. raingardens, native plantings) by hosting a maintenance workshop, garden tour or other type of event to showcase these practices
Desired Outcome 3.3	Community-wide adoption of sustainability and conservation best practices
Action Step 3.3.1	Provide education and outreach to encourage residents to transition from using fossil fuel vehicles to electric vehicles, including battery-operated vehicles (BEV) and plug-in hybrid vehicles (PHEV)

Plan Label And Number	Description
Action Step 3.3.2	Provide education, outreach and incentives to encourage residents, including income-qualified households with less than 80% area median income, to complete a home energy squad visit
Action Step 3.3.3	Provide education and outreach to encourage residents and businesses to support and implement carbon-free electricity and participate in building electrification
Action Step 3.3.4	Promote the city's water efficiency rebate program to incentivize both indoor and outdoor water conservation

Action Steps - Livable and Well-Planned Development

2025-2027 Strategic Plan (2026)

Report Created On: Jan 07, 2026

Plan Label And Number	Description
Strategic Priority 4	<p>LIVABLE AND WELL-PLANNED DEVELOPMENT</p> <p>Balance community-wide interests and respect Minnetonka’s unique features while continuing community reinvestment</p>
Desired Outcome 4.1	<p>Current language: Increase number of affordable housing units in the city</p> <p>Revised language: Increase and diversify the types of housing within the city</p>
Action Step 4.1.1	Evaluate city programs that provide funding to affordable rental and ownership products to assess effectiveness of programs
Action Step 4.1.2	Pursue and consider new types of housing, such as manufactured homes (city contracted)
Action Step 4.1.3	Identify and create a plan for outreach to expiring affordable housing contracts
Desired Outcome 4.2	<p>Current language: Enhance vitality across the business sector focusing on large corporate businesses</p> <p>Revised language: Create a positive business environment, by connecting to small, medium and large businesses</p>
Action Step 4.2.1	Identify 3 key priorities identified from the business survey and implement those ideas in 2026
Action Step 4.2.2	Develop a method to identify business needs when staff members meet with businesses
Action Step 4.2.3	Build relationships through events focusing on businesses and one-on-one business meetings
Action Step 4.2.4	Celebrate business’ success through storytelling
Desired Outcome 4.3	<p>Current language: Continue to support Opus Area transformation as a vital and connected part of Minnetonka</p> <p>Revised language: Continue the transformation of the Opus Area by implementing physical improvements to the area</p>
Action Step 4.3.1	Implement the wayfinding and lighting projects in Opus

Plan Label And Number	Description
Action Step 4.3.2	Design Opus public space, near light rail, with public engagement and create plans
Action Step 4.3.3	Prepare planned infrastructure needs prior to light rail opening in 2027

Action Steps - Infrastructure and Asset Management

2025-2027 Strategic Plan (2026)

Report Created On: Jan 07, 2026

Plan Label And Number	Description
Strategic Priority 5	INFRASTRUCTURE AND ASSET MANAGEMENT Reliable, high-quality infrastructure
Desired Outcome 5.1	Improve reliability and efficiency of utilities and facilities
Action Step 5.1.1	Identify utility replacement program needs and future long-term utility replacements including Minnetonka Blvd lift station and Whitegate forcemain design
Action Step 5.1.2	Coordinate electrical utility line overhead burial along Minnetonka Boulevard, west of Williston Road and preliminary work for Excelsior Boulevard, east of County Road 101
Action Step 5.1.3	Review citywide Geographic Information Systems (GIS) use and plan for future goals, utilizing new uses for GIS technology and collaboration which include Natural Resources Forestry division improved uses and citywide software upgrades
Desired Outcome 5.2	Safe, quality, well-maintained roadway system
Action Step 5.2.1	Coordinate the 2026 pavement capital improvements implementation plan
Action Step 5.2.2	Review and update the city's annual pavement management plan
Action Step 5.2.3	Enhance transit offerings through a new Transit Cooperation Agreement with Metro Transit
Action Step 5.2.4	Collaborate with regional and state agencies on means of transportation, including coordination with Three Rivers Park District on the Bryant Lake Region Trail along Baker Road
Desired Outcome 5.3	Enhance safety, walkability and connectivity of trail system
Action Step 5.3.1	Explore additional enforcement activities related to e-bikes
Action Step 5.3.2	Coordinate 2026 Capital Improvement Program trail construction along Minnetonka Boulevard
Action Step 5.3.3	Coordinate Opus area trail lighting plan

Action Steps - Community Inclusiveness

2025-2027 Strategic Plan (2026)

Report Created On: Jan 07, 2026

Plan Label And Number	Description
Strategic Priority 6	<p>COMMUNITY INCLUSIVENESS</p> <p>Build an engaged, accepting, and compassionate community that embraces diversity and varied perspectives to create an inclusive and equitable city for everyone</p>
Desired Outcome 6.1	All people feel welcome and engaged
Action Step 6.1.1	Host four community events showcasing and celebrating diversity, equity and inclusion
Action Step 6.1.2	Facilitate four engaging workshops or panel discussions featuring speakers and experts geared towards fostering a culture of continuous learning and community education through a DEI lens
Action Step 6.1.3	Use surveys and community feedback to document engagement, experiences and barriers to participation in city services and activities
Action Step 6.1.4	Use symbols and language to promote inclusive accommodation for city services, events and programs
Desired Outcome 6.2	Enhance community representation through art and imagery
Action Step 6.2.1	Develop partnerships with the Minnetonka and Hopkins Youth Advisory Board and local schools to encourage students to participate in creating art
Action Step 6.2.2	Enhance current marketing, tracking system and selection process for art at The Marsh
Desired Outcome 6.3	Create and expand equitable opportunities for accessing programs, services and facilities
Action Step 6.3.1	Develop a standard practice for collecting demographic data on who is accessing city programs and services
Action Step 6.3.2	Develop a youth programming initiative targeting diverse communities and fostering positive relationships with police and fire
Action Step 6.3.3	Provide new Recreation class offerings in each area (youth, teen, adult, senior)
Action Step 6.3.4	Promote programs, services and events at the Marsh

Plan Label And Number	Description
Action Step 6.3.5	Provide low and no cost special events that build community
Action Step 6.3.6	Provide a minimum of 60 youth scholarships in 2026
Action Step 6.3.7	Provide a sensory space at Summer Fest, Kids' Fest and Burwell Spooktacular
Action Step 6.3.8	Offer at least six ACE internship positions

Strategic Priority: Financial Strength

A financially responsible organization that delivers results

Desired Outcome 1.1

High level creditworthiness

Performance Metrics

- Bond rating
 - Target: maintain Aaa bond rating

Desired Outcome 1.2

Improved alignment between service expenditures and identified priorities

Performance Metrics

- Program identification and prioritization
 - Target: dollars reallocated

Desired Outcome 1.3

Expanded sources of revenue for Capital Improvement Projects

Performance Metrics

- Dollar value of grant revenues
 - increase non-levy revenues by \$2 million per year

Strategic Priority: Safe and Healthy Community

Create initiatives to enhance community well-being, engage residents to building trust, and prioritize programs, education, hazard mitigation and emergency response

Desired Outcome 2.1

Implement service delivery models outlined in the Public Safety Master Plan

Performance Metrics

- Response time for fire and EMS
 - Target: meet service level objectives defined in the Public Safety Master Plan
- AXON Ecosystem public safety project
 - Target: milestones

Desired Outcome 2.2

Ensure public safety readiness for the Opus area redevelopment

Performance Metrics

- Community outreach activities
 - Target: N/A
- Call for service data
 - Target: change overtime comparison/trends

Desired Outcome 2.3

Enhance public safety mental health response

Performance Metrics

- Mental health call data
 - Target: N/A
- Use of force related to mental health calls
 - Target: reduce use of force related to mental health calls

Strategic Priority: Sustainability, Resilience and Natural Environment

Be a community that values the natural environment, sustainability, and actions that lead to a more climate resilient community

Desired Outcome 3.1

A more resilient community that both mitigates and adapts to Minnesota's changing climate

Performance Metrics

- Community-wide greenhouse gas emissions (tons)
 - Target: Each resident and business reduces greenhouse gas emissions by 52.5% (or 7.4 metric tonnes CO₂e) by 2028 from 2018 levels, to stay on track with the CAAP goal of 63% (or 8.8 metric tonnes CO₂e) reduction in greenhouse gas emissions per capita by 2030 from 2018 levels
- Number of residential landscape practices installed (raingardens, native plantings, wetland buffers) as part of the Resilient Minnetonka program
 - Target: 100 additional Resilient Minnetonka participants that install landscape practices by 2028
- Number of property owners contacted by mail, phone or in person about mitigating community flood risk on private property to increase awareness
 - Target: 200 property owners contacted about flood risk reduction best practices by 2028

Desired Outcome 3.2

Protect, manage and enhance the natural environment

Performance Metrics

- Acreage of restored habitat in city parks
 - Target: Assess and maintain 500 acres of restoration on public land guided by the Natural Resources Master Plan by 2028
- Number of trees planted
 - Target: 3,000 trees distributed through the city's tree sale and planted in the community by 2028
- Number of residential property owners educated on resilient landscaping best practices
 - Target: Educate 100 property owners on resilient landscaping best practices by 2028

Desired Outcome 3.3

Community-wide adoption of sustainability and conservation best practices

Performance Metrics

- Number of electric vehicles registered in Minnetonka
 - Target: 1,250 additional registered electric vehicles by 2028
- Number of completed home energy squad visits
 - Target: 600 additional home energy squad visits completed by 2028
- Number of renewable energy subscriptions (solar garden customers and Renewable*Connect customers) and/or on-site solar installations
 - Target: 200 additional renewable energy subscriptions (solar garden customers and Renewable*Connect customers) and/or on-site solar installations
- Number of electric heating/cooling equipment installations
 - Target: 20 electric heating/cooling equipment installations by 2028
- Gallons of per capita water use
 - Target: Maintain per capita water used at 75 gallons per person per day (gpp/pd)

Strategic Priority: Livable and Well-Planned Development

Balance community-wide interests and respect Minnetonka's unique features while continuing community reinvestment

Desired Outcome 4.1

Current language: Increase number of affordable housing units in the city

Revised language: Increase and diversify the types of housing within the city

Performance Metrics

- Number of approved units (affordable, market rate, and type of housing)
 - Target: 100 approved new units
- No Net Loss of Affordable Units
 - Target: maintain number of affordable units

Desired Outcome 4.2

Current language: Enhance vitality across the business sector focusing on large corporate businesses

Revised language: Create a positive business environment, by connecting to small, medium and large businesses

Performance Metrics

- No net loss in number of businesses (measured by number of businesses "registered" at Secretary of State)
 - Target: 5% net new businesses 2025-2027
- Elevate and Open to Business usage
- Number of on-site business outreach meetings
 - Target: 45 meetings
- Construction value
 - Target: Increase construction value by \$0.5 billion between 2025-2027

Desired Outcome 4.3

Current language: Continue to support Opus Area transformation as a vital and connected part of Minnetonka

Revised language: Continue the transformation of the Opus Area by implementing physical improvements to the area

Performance Metrics

- N/A

Strategic Priority: Infrastructure and Asset Management

Reliable, high-quality infrastructure

Desired Outcome 5.1

Improve reliability and efficiency of utilities and facilities

Performance Metrics

- Percentage of annual improvement (various)
 - Target: 1% utility system (water and sewer) improvements each year
- GIS technology
 - Target: Number of new uses for GIS

Desired Outcome 5.2

Safe, quality, well-maintained roadway system

Performance Metrics

- Citywide Pavement Condition Index (PCI)
 - Target: maintain PCI \geq 80 citywide every year
- Agency coordination
 - Target: 10 miles of street system improvements/year (average)

Desired Outcome 5.3

Enhance safety, walkability and connectivity of trail system

Performance Metrics

- Number of trail miles added impacting $\frac{1}{4}$ mile household connections
 - Target: 4.2 miles of trail added by 2028
 - Target: 800 households connected by 2028
- Number of contacts made for traffic complaints
 - Target: N/A

Strategic Priority: Community Inclusiveness

Build an engaged, accepting and compassionate community that embraces diversity and varied perspectives to create an inclusive and equitable city for everyone

Desired Outcome 6.1

All people feel welcome and engaged

Performance Metrics

- Number of promotions of inclusive spaces in event marketing
 - Target: for every event that includes inclusive accommodation, promote it at least once in the event marketing
- Number of submissions to essay contest
 - Target: N/A
- Number of surveys provided to community members
 - Target: survey community members at a minimum of 2 events

Desired Outcome 6.2

Enhance community representation through art and imagery

Performance Metrics

- Number of student-created art pieces installed, performed, published, etc.
 - Target: N/A
- Number of applications to display art at The Marsh
 - Target: 28 applications

Desired Outcome 6.3

Create and expand equitable opportunities for accessing programs, services and facilities

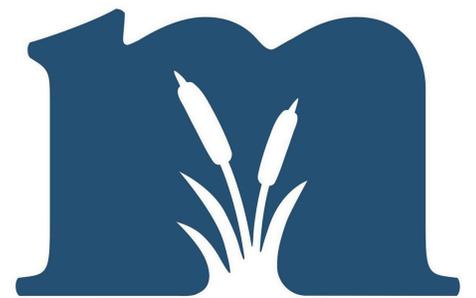
Performance Metrics

- Number of events with lactation spaces available
 - Target: 2 events with lactation spaces
- Number of events with sensory friendly spaces
 - Target: 5 events with sensory friendly spaces
- Number of ACE positions offered
 - Target: increase from 2025 (five)
- Number of ACE positions filled
 - Target: increase from 2025 (eight)
- Recreation program participation and membership numbers
 - Target: improve programming numbers and Marsh membership by 5% by 2028



FY 2024
**STRATEGIC
PLAN UPDATE**

APRIL 2024



CITY OF
MINNETONKA



RAPP CONSULTING GROUP

April 26, 2024

RE: 2024 Strategic Plan Update – City of Minnetonka

Dear Mayor Wiersum,

I am pleased to present the 2024 Strategic Plan Update Summary Report to the City of Minnetonka. The plan reflects the organization's priorities, commitment to measurable results, and the delivery of quality services.

It has been a pleasure assisting the City of Minnetonka with this important effort. The entire organization displayed openness, dedication, and a desire for continuous improvement.

I particularly wish to thank City Manager Mike Funk and Assistant City Manager Moranda Dammann for their help and support during the process.

Yours truly,

Craig R. Rapp
President

PURPOSE OF STRATEGIC PLANNING

The Strategic Plan is a tool that outlines the City Council's priorities for the community. The 2024 Strategic Plan Update provides a clear statement of where the City is going and how it intends to get there. It includes a vision for the future, a mission statement describing its purpose, principles to guide actions, a set of multi-year priorities to inform decision-making, and set of outcomes and targets to direct organizational action.

The Strategic Plan is used to evaluate projects to determine whether they warrant the commitment of staff time and financial resources. Therefore, this plan is integral to the development of the annual budget, the Capital Improvement Plan, and determining the appropriate allocation of staff resources.

2020-2024 STRATEGIC PLAN

The City of Minnetonka approved the 2020-2024 Strategic plan in 2020. Through this process, the City Council articulated the City's mission, vision, and principles which provide the foundation for the plan's six Strategic Priorities: Financial Strength and Operational Excellence, Safe and Healthy Community, Sustainability and Natural Environment, Livable and Well-Planned Development, Infrastructure and Asset Management, and Community Inclusiveness.

The 2024 Strategic Plan Update maintains the 2020-24 priorities as the focus for subsequent actions.

STRATEGIC PLAN UPDATE SUMMARY 2024

City of Minnetonka

Strategic Priority	Desired Outcome	Key Outcome Indicator	Target	Strategic Initiatives
Financial Strength and Operational Excellence <i>A financially responsible organization that delivers results</i>	High level creditworthiness	- Bond rating	- Maintain AAA bond rating	a) Develop a revenue diversification plan
	Improved alignment between service expenditures and community priorities	- Budget-priorities alignment change	- Improve expenditure - community priorities alignment by ___% from 2024-2027	
	Increased diversification of revenue base	- \$ increase non-tax revenues - # new revenue sources	- Increase non-levy revenues by ___% 2024-2027	
Safe and Healthy Community <i>A safe, healthy community for all</i>	Improved public safety capacity	- Change in authorized strength	- +/- ___% of fully authorized strength in Police and Fire by 2027	a) Establish a mental health response strategy
	Safety planning aligned with new development	- % of plans delivered by deadline	- Ops plans in place ___ in advance for new developments by 202__	
	Enhanced mental health responsiveness	- % reduction in mental health calls	- Reduce reported calls for mental health service ___% by (date)	
Sustainability and Natural Environment <i>A community that values the natural environment</i>	Reduced carbon footprint	- % improvement	- 63% pp by 2030 - CAP yrs. 1-3 - Net zero by 2050**	a) Implement Climate Action Plan
	Increased protection and management of natural environment*	- # of acres restored - # of trees planted	- ___ acres of restoration 2024-2027 - ___ trees planted 2024-2027	
Livable and Well-Planned Development <i>A City with something for everyone</i>	Enhanced vitality across the business sector (consider one sector)	- Net increase in # of businesses - EAV increase	- ___Net new businesses 2024-2027 - EAV increased ___\$ 2024-2027	a) Update Zoning Code b) Establish development principles & guidelines c) Conduct housing need assessment d) Develop comprehensive green space policy
	Increased number and type of housing units* (consider "improve variety or affordability" - pick one)	- # of affordable units added - Increase in households assisted	- ___% increase in units affordable to ___% median income 2024-27 - ___% increase in households assisted 2024-27	
	Clarity on proper balance of development	- Guidelines adopted - Principles adopted	- Development guidelines & principles adopted by (date)	
Infrastructure and Asset Mangement <i>Reliable, high-quality infrastructure</i>	Improved reliability and efficiency of utilities and facilities*	- % annual improvement (various)	- 02.5 miles of system improvements/year (average)	a) Develop trail safety plan
	Safe, quality, well-maintained roadway system*	- Citywide PCI - Citywide PCI change	- Maintain PCI =/> 80 citywide	
	Enhanced safety, walkability & connectivity of trail system*	- Trail miles added - Pedestrian accident change	- ___ trail miles added 2024-2027 - Pedestrian accidents reduced ___% 2024-2027	
Community Inclusiveness <i>A connected, welcoming community</i>	All people feel welcomed and engaged*	- Change in feelings of welcoming by the City	- Improved feelings of being welcomed and engaged	a) Conduct accessibility analysis of City facilities * First Outcome--consider changing "All" to "Improved welcoming" * Third Outcome is non-specific/generic - consider "Improve participation across all segments of the community"
	Improved accessibility of City facilities	- # barriers removed - # facilities at 100% accessible	- +/- ___% of City facilities fully accessible by 2027	
	Enhance City offerings to meet diverse needs of the community	*See comments in far right column		

*Consider one element vs multiples listed **Assume use of Climate Action Targets * Examples

Reviewing the Environment, Strategic Plan Questionnaire

An important part of the strategic planning process is a review of the current operating environment and an evaluation of the challenges confronting the community. This was accomplished via a strategic plan questionnaire —administered to the City Council and the senior management team. This provided a perspective on what the organization does well, what it needs to improve on, what it should do more of, and the greatest concerns for the future.

The results are displayed below.

DO WELL

- Customer Service Excellence
- Strong Leadership
- Financial Responsibility
- Organizational Excellence

IMPROVE

- Communication & Engagement
- Community Development
- Sustainability
- Efficient & Effective Governance

Survey
Analysis

DO MORE

- Diversity, Equity & Inclusion (DEI)
- Sustainability & Climate Initiatives
- Community Engagement & Communication

GREATEST CONCERNS

- Affordable Housing
- Climate Initiatives & Sustainability
- Financial Sustainability & Budget Pressures



OUR VISION

Minnetonka is an inclusive community committed to excellence where all residents, workers and visitors are welcome in a beautiful, sustainable place, supported by quality, dependable city services.



OUR MISSION

Provide **quality public services**, while striving to preserve and enhance the distinctive character to make Minnetonka a **special place for everyone**.



OUR GUIDING PRINCIPLES

- We earnestly commit to a **beautiful, sustainable and healthy environment** as a vital part of a stable, prosperous and thriving community.
- We responsibly deliver **excellent public services** and **provide affordable opportunities** to ensure access to all we serve.
- We ethically uphold **community trust** through proactive, inclusive public engagement, transparent communications, and the careful stewardship of our financial, natural, and capital assets.
- We nimbly **lead our city into the future** by anticipating community needs, pursuing service innovation and adoption of new technologies, and forging collaborative partnerships with all sectors of society.

STRATEGIC PLANNING PARTICIPANTS

The Strategic Plan was developed with the hard work and dedication of many individuals. The City Council led the way, taking time out of their schedules to commit to long-term thinking. They defined a direction and a set of outcomes that are important to the community and stakeholders with whom they partner and serve.

The City's senior management team supported the Council and offered an operations perspective as well as ideas for continuous improvement.

CITY COUNCIL

Brad Wiersum, *Mayor*
Deb Calvert, *At-Large Councilmember*
Kimberly Wilburn, *At-Large Councilmember*
Patsy Foster-Bolton, *Ward 1 Councilmember*
Rebecca Schack, *Ward 2 Councilmember*
Paula Ramaley, *Ward 3 Councilmember*
Kissy Coakley, *Ward 4 Councilmember*

DEPARTMENT HEADS & STAFF

Mike Funk, *City Manager*
Moranda Dammann, *Assistant City Manager*
Julie Wischnack, *Community Development Director*
Darin Nelson, *Finance Director*
Kevin Fox, *Interim Fire Chief*
Corrine Heine, *City Attorney*
Scot Boerboom, *Police Chief*
Will Manchester, *Director of Public Works*
Kelly O'Dea, *Recreation Director*

CONSULTANT

Rapp Consulting Group
Craig Rapp, *President*

**City Council
Agenda Item 10.D
Meeting of January 12, 2026**



Title: 2026 study session work plan

Report from: Sarissa Seracki, Senior Management Coordinator

Submitted Through: Erik Nilsson, City Attorney
Moranda Dammann, Assistant City Manager
Mike Funk, City Manager

Presenter: Mike Funk, City Manager

Action Requested: Motion

Form of Action: Other

Votes needed: 4 votes

Summary Statement

At the Dec. 15, 2025 and Dec. 22, 2025 study sessions the Minnetonka City Council reviewed and discussed council priorities and provided staff with direction to create a 2026 study session work plan.

Recommended Action

Motion to approve the 2026 study session work plan.

Strategic Plan Relatability

N/A

Financial Consideration

No

Background

The Minnetonka City Council is scheduled to hold eleven (11) study sessions in 2026. Study sessions are intended to provide an informal platform for the city council to discuss matters of public policy or interest. In order to maximize these meetings, it is important for the city council to establish a list of items and agree on prioritization. Staff documented topics that have been raised by councilmembers throughout the course of the last year, including recommendations from staff for council consideration.

During the Dec. 15, 2025 and Dec. 22, 2025 study sessions, council discussed the list of topics and provided their own priorities for 2026. Staff compiled a list of the topics and created a tentative schedule. After approval of the 2026 study session work plan, the topics for the upcoming study session will be provided to the council at each study session. This document can be modified at any time by a majority of councilmembers.

ATTACHMENTS:

[2026 study session work plan](#)



2026 Study Session Work Plan

The purpose of a study session is to give the city council and city staff the opportunity to study and discuss policy matters in greater detail in a less formal environment than a regular meeting. The council may provide direction to staff but does not take formal action on business matters at study sessions.

QUARTER 1	<p>JAN. 26</p> <ul style="list-style-type: none"> • Park board and planning commission interviews • Long-term asset planning 	<p>FEB. 9</p> <ul style="list-style-type: none"> • 2026 community survey planning discussion • 2026/2027 trail, street and major Capital Improvement Program project review 	<p>MARCH 2</p> <ul style="list-style-type: none"> • Policy/Ordinance review: <ul style="list-style-type: none"> • Council policies • Rearrangement of regular meeting agenda • Substance regulations • Zoning code rewrite update (Short-term rentals)
	<p>APRIL 20</p> <ul style="list-style-type: none"> • 2027 director budget presentations • Public Safety Master Plan implementation review • 30-minute open time 	<p>MAY 11</p> <ul style="list-style-type: none"> • 2027 budget kick-off discussion: <ul style="list-style-type: none"> • Marsh operations • Rec amenities funding • Priority based budgeting • 2026 community survey results 	<p>JUNE 15</p> <ul style="list-style-type: none"> • 2027 Capital Improvement Program (CIP) • Purgatory Park off-leash dog review
	<p>JULY 20</p> <ul style="list-style-type: none"> • Economic Improvement Plan (EIP): <ul style="list-style-type: none"> • Housing • Developer refinancing policy • Zoning code rewrite update (Drive thrus) 	<p>AUG. 17</p> <ul style="list-style-type: none"> • 2027 general fund budget and levy discussion <ul style="list-style-type: none"> • Priority based budgeting 	<p>SEPTEMBER</p> <p>No study session scheduled.</p>
	<p>OCT. 12</p> <ul style="list-style-type: none"> • Zoning code rewrite update • Comp Plan process preview • 30-minute open time 	<p>NOV. 16</p> <ul style="list-style-type: none"> • 2027 general fund, enterprise fund and special revenue fund budgets 	<p>DEC. 14</p> <ul style="list-style-type: none"> • 2027 strategic plan action steps • 2027 study session work plan • 2027 legislative priorities • 2027 council and staff appointments
<p>LOOKING AHEAD</p> <ul style="list-style-type: none"> • JANUARY 2027: Boards and commissions interviews 			

**City Council
Agenda Item 10.E
Meeting of January 12, 2026**



Title: Designation of official newspaper for 2026

Report from: Andrew Wittenborg, Communications and Marketing Manager

Submitted Through: Erik Nilsson, City Attorney
Mike Funk, City Manager

Presenter: Andrew Wittenborg, Communications and Marketing Manager

Action Requested: Motion

Form of Action: Other

Votes needed: 4 votes

Summary Statement

State law requires the city council to designate a newspaper annually to publish legal notices, ordinance titles and summaries, and other official announcements. City staff recommends the Sun Sailor be designated as the city's official newspaper for 2026 legal notices

Recommended Action

Motion to designate the Sun Sailor as the city's official newspaper for 2026.

Strategic Plan Relatability

Financial Strength & Operational Excellence

Financial Consideration

No

Background

State law requires the city council to designate a newspaper annually to publish the legal notices, ordinance titles and summaries, and other official announcements. A request for proposal for the city's legal publication needs was sent to the Sun Sailor, the city's only remaining local weekly newspaper.

For 2026, the Sun Sailors' per-column inch bid rate is \$9.75. The Sun Sailor is qualified by the State of Minnesota as a legal newspaper under Minnesota Statutes Section 331A.02, Subd. 1. The newspaper is published weekly on Thursdays.

**City Council
Agenda Item 10.F
Meeting of January 12, 2026**



Title: City Manager 2026 Compensation

Report from: Moranda Dammann, Assistant City Manager

Submitted Through: Darin Nelson, Finance Director
Erik Nilsson, City Attorney
Mike Funk, City Manager

Presenter: Mayor Rebecca Schack

Action Requested: Motion

Form of Action: Other

Votes needed: 4 votes

Summary Statement

The employment agreement between the city and city manager Mike Funk states that the employee's annual salary as city manager shall be determined by mutual agreement of the city and the city manager, and subject only to the terms of the agreement. The proposed 2026 city manager salary is \$257,250.

Recommended Action

Motion to approve the city manager 2026 compensation at \$257,250.

Strategic Plan Relatability

N/A

Financial Consideration

Yes

The annual salary fits within the 2026 budget allocation.

Background

On June 27, 2022, the City of Minnetonka entered into an employment agreement with Mike Funk as city manager. The agreement included a requirement for an initial performance review after six months, followed by annual performance evaluations conducted in the same manner as those for other non-union employees.

A closed session on Dec. 22, 2025, was held to conduct the annual performance review of the city manager, which also included goal setting. As required by state law, during Item 7 of the Jan 12, 2025, regular council meeting, the mayor is anticipated to provide a summary of the city manager's performance review, noting that it was satisfactory.

At the Dec. 8, 2025, regular City Council meeting, the Council approved a resolution adjusting 2026

wages for non-union employees, which includes a 3% base wage increase and up to a 2% market adjustment. If applied in the same manner, the combined base and market adjustments for 2026 would total \$257,250. The 2026 wage adjustments would be retroactive to Dec. 19, 2025, consistent with the treatment of non-union employees.

The city council is being asked to formally approve the 2026 compensation for the city manager of \$257,250.

**City Council
Agenda Item 10.G
Meeting of January 12, 2026**



Title: Funding Agreements for the Metropolitan Council's Livable Communities Demonstration Account (LCDA) Affordable Homeownership Grant Program for Homes Within Reach and Habitat for Humanity

Report from: Kendyl Larson, Housing Coordinator

Submitted Through: Alisha Gray, EDFP, Economic Development and Housing Manager
Julie Wischnack, FAICP, Community Development Director
Erik Nilsson, City Attorney
Mike Funk, City Manager

Presenter: Julie Wischnack, FAICP, Community Development Director

Action Requested: Motion

Form of Action: Contract/Agreement

Votes needed: 4 votes

Summary Statement

The Metropolitan Council solicits applications annually for Livable Communities Act grants, which support cities. One of these grant programs is the Affordable Homeownership Program, which awards funding to communities for projects that create or preserve affordable owner-occupied units. The city of Minnetonka has been awarded two grants from this program in partnership with Habitat for Humanity and Homes Within Reach.

Recommended Action

Motion to adopt the resolution accepting two grants from the Metropolitan Council for the Livable Communities Demonstration Account Affordable Homeownership Grant Program and authorizing the signing of the grant agreements and sub-recipient agreements.

Financial Consideration

No

The city serves as a fiscal agent, and grants would pass through the city to Homes Within Reach and Habitat for Humanity.

Background

The Metropolitan Council manages [Livable Communities Act grants](#) that are awarded to cities that partner with development teams on projects. Through nine grant programs, the Livable Communities Act helps communities achieve development goals that create a more equitable region. One of these grant programs is the Livable Communities Demonstration Account's Affordable Homeownership program. The goals of this grant program include creating more housing choices and realizing more equitable

development outcomes.

The city of Minnetonka partnered with two different development teams, Homes Within Reach and Twin Cities Habitat for Humanity, to apply for two separate affordable homeownership grants in 2025. Both projects were awarded grant funds.

All Metropolitan Council grants are available only to Livable Communities participating cities, counties, or development authorities in the seven-county metro region. Other groups, including community organizations, developers, or individuals, cannot apply directly to LCA programs, but can partner with a government partner. Minnetonka serves as the government partner and fiscal agent for grants and is identified as the grantee in agreements. Therefore, the Metropolitan Council's grant agreement must be executed with the city, rather than with Homes Within Reach or Habitat for Humanity. As the grantee, city staff is required to report biannually on the project's status to the Metropolitan Council.

Homes Within Reach – Scatter site acquisition and rehab

In October 2025, the West Hennepin Affordable Housing Land Trust, dba Homes Within Reach (HWR), submitted a grant application through the Livable Communities Demonstration Account's Affordable Homeownership Grant Program, managed by the Metropolitan Council.

The HWR application included a request to acquire and rehab twelve single-family homes in Minnetonka and other Livable Communities participating cities. HWR received a \$300,000 award on Dec 3, 2025, as a multi-community grant. The deadline to expend these funds is Dec 31, 2028.

While this is a multi-community grant, and funds are spent outside Minnetonka, the city serves as the government fiscal agent for HWR, a role it has held since 2002.

HWR has acquired 67 homes in Minnetonka and assisted over 200 families in purchasing homes throughout western Hennepin County. In addition to the funds received by the Metropolitan Council and the city, HWR has leveraged these dollars into additional funding awards from Minnesota Housing, the Hennepin County Affordable Housing Incentive Fund (AHIF), HOME funds, the Community Development Block Grant (CDBG), and other sources.

Habitat for Humanity – Minnetonka Mills twin homes

Twin Cities Habitat for Humanity is constructing 10 twin homes in Minnetonka. These twin homes will be affordable to households with an average AMI (Area Median Income) of 60%. At a meeting in [May 2024](#), the Minnetonka City Council adopted resolutions and ordinances related to the Mills twin home project. The council also approved funding for Twin Cities Habitat for Humanity through the Affordable Housing Trust Fund.

In October 2025, a site development permit, which includes all earthwork, sewer, water, and storm sewer utilities for the entire site and valued at \$950,000, was approved for the project, and work began soon after. In addition, two building permits, both valued at \$344,200, have been issued to date: (2) a building permit for 3516 Elm Lane; and (3) a building permit for 3520 Elm Lane. There have been no inspections done to date.

In October 2025, Homes Within Reach and Twin Cities Habitat for Humanity, with support from the city, submitted a grant application through the Livable Communities Demonstration Account's Affordable Homeownership Grant Program, managed by the Metropolitan Council. The application requested support for the construction of six twin home units.

On Dec 3, 2025, the Metropolitan Council awarded the city of Minnetonka \$420,000 for the Mills twin homes project's general construction. The funds will expire on Dec 31, 2028, if they are not entirely spent.

To learn more about the Mills Twinhomes, visit the Minnetonka Matters [project page](#).

ATTACHMENTS:

[Agreement - Attachment \(HWR\)](#)
[HWR Subrecipient Agreement](#)
[Agreement - Attachment \(Habitat\)](#)
[Habitat Subrecipient Agreement](#)
[Resolution](#)

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM**

GRANTEE: City of Minnetonka		GRANT NO. SG-25427	
PROJECT: Scattered Site			
GRANT AMOUNT: \$300,000		FUNDING CYCLE: 2025	
COUNCIL ACTION: December 3, 2025		EXPIRATION DATE: December 31, 2028	

**METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT**

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

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

WHEREAS, Minnesota Statutes sections 473.251 and 473.253 establish within the Metropolitan Livable Communities Fund a Livable Communities Demonstration Account and require the Council to use the funds in the account to make grants or loans to municipalities participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254 or to Counties or Development Authorities to fund the initiatives specified in Minnesota Statute section 473.25(b) in Participating Municipalities; and

WHEREAS, the Grantee is a Municipality participating in the Local Housing Incentives Account program under Minnesota Statutes section 473.254, a County, or a Development Authority; and

WHEREAS, at its February 14, 2024 meeting the Council approved an annual LCA Fund Distribution Plan that authorized a Livable Communities Demonstration Account Affordable Homeownership program; and

WHEREAS, the Grantee seeks funding in connection with an application for Livable Communities Demonstration Account grant program funds submitted in response to the Council’s notice of availability of grant funds for the “Funding Cycle” identified above and will use the grant funds made available under this Agreement to help fund the “Project” identified in the application; and

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

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

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM**

I. DEFINITIONS

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

- (a) **Commenced.** For the purposes of Sections 2.09 and 5.03, “commenced” means significant physical improvements have occurred in furtherance of the Project (*e.g.*, a foundation is being constructed or other tangible work on a structure has been initiated). In the absence of significant physical improvements, visible staking, engineering, land surveying, soil testing, cleanup site investigation, or pollution cleanup activities are not evidence of Project commencement for the purposes of this Agreement.
- (b) **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Livable Communities Demonstration Account Affordable Homeownership funds.
- (c) **County.** “County” means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties.
- (d) **Development Authority.** “Development Authority” means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the Metropolitan Area.
- (e) **Metropolitan Area.** “Metropolitan Area” means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (f) **Municipality.** “Municipality” means a statutory or home rule charter city or town in the Metropolitan Area.
- (g) **Participating Municipality.** “Participating Municipality” means a Municipality electing to participate in the Local Housing Incentives Account program under Minnesota Statutes section 473.254.
- (h) **Project.** Unless clearly indicated otherwise by the context of a specific provision of this Agreement, “Project” means the development or redevelopment project identified in the application for Livable Communities Demonstration Account Affordable Homeownership funds for which grant funds were requested. Grant-funded activities typically are components of the Project.
- (i) **Redeployment of Repaid Grant Funds.** “Redeployment of Repaid Grant Funds” means Grantee redeployment of Repaid Grant Funds to continue supporting affordable housing components of the Project or implement or support projects that will help the Grantee (or the Participating Municipality within which the Project is located) meet its affordable and life-cycle housing goals.
- (j) **Repaid Grant Funds.** “Repaid Grant Funds” means repaid loan principal and interest grant funds made available to the Grantee and disbursed to the Project Owner in the form of a loan pursuant to Section 2.06 of this Agreement.

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM**

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Livable Communities Demonstration Account of the Metropolitan Livable Communities Fund. The grant funds are derived from property taxes authorized by Minnesota Statutes section 473.253, subdivision 1 and are not from State or federal sources.

2.02. Total Grant Amount. The Council will grant to the Grantee the “Grant Amount” identified at Page 1 of this Agreement. The Council’s obligation to reimburse the Grantee for eligible grant-funded expenditures shall not exceed the Grant Amount. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Livable Communities Demonstration Account funds made available to the Council may result in a like reduction in the Grant Amount made available to the Grantee.

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

2.04. Ineligible Uses. Grant funds must be used for eligible costs directly associated with the Project activities for which the Council awarded grant funds. A detailed list of ineligible and eligible costs is available from the Community Development/Metropolitan Transportation Services Finance and Administration Department. Grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; (b) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee; or (c) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized by the Council. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any “business subsidy” requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee’s expenditures or uses of the grant funds.

2.05. [reserved]

2.06. Revolving or Deferred Loans. If consistent with the application and the Project Summary or if requested in writing by the Grantee, the Grantee may use the grant funds to make deferred loans (loans made without interest or periodic payments), revolving loans (loans made with interest and periodic payments) or otherwise make the grant funds available on a “revolving” basis for the purposes of implementing the Project activities described or identified in Attachment A.

As an alternative to such loan proceeds recovery for revolving loans, the Grantee may elect Redeployment of Repaid Grant Funds. If the Grantee elects Redeployment of Repaid Grant Funds, the Grantee shall report such Redeployment of Repaid Grant Funds in its next annual Housing Policy and Production Survey. Upon the Council’s review of any Redeployment of Repaid Grant Funds identified in the Grantee’s Housing Policy or Production Survey or otherwise, the Council reserves the right to request return of such funds if, after review, the Council determines such Redeployment of Repaid Grants Funds does not comply with the Livable Communities Act program requirements,

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

or affordable and life-cycle housing goals. Upon the Council's request, the Grantee shall promptly return the Repaid Grant Funds

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

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

2.09. Budget Variance. The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities, provided: (a) the grant funds may be used only for Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Project deliverables; and (c) the Grantee receives written permission from Council staff prior to reallocating any grant funds. Council staff may administratively approve budget reallocation requests that exceed twenty percent (20%) of the Grant Amount only if the reallocation does not significantly change the Project deliverables. Notwithstanding the aggregate or net effect of any variances, the Council's obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

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

2.11. Payment Requests, Documentation, and Disbursements. The Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council's online grant management system and reviewed and approved by the Council's Authorized Agent. The Council will make the final determination whether the expenditures are eligible for reimbursement under this Agreement, and verify the total amount requested from the Council. Reimbursement of any costs does not constitute a waiver by the Council of any Grantee noncompliance with this Agreement.

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The Council shall disburse grant funds for all grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 2.12, THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE PARTICIPATING MUNICIPALITY HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 3.04.**

The Council will reimburse up to 90 percent of the awarded grant funds. The remaining 10 percent may be withheld before a final payment is issued until the Grantee: (a) completes the Project or grant deliverables identified in the project summary; and (b) submits a final request for payment and the Final Report as required under Section 3.03. If the required deliverables are not submitted within the term and closeout period specified in Section 4.01, the Council shall have no obligation to disburse the remaining 10 percent. In such cases, the remaining funds shall revert to the Council's Livable Communities Demonstration Account for redistribution through future funding cycles or as otherwise permitted by law.

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

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

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

III. AFFORDABILITY; AFFIRMATIVE FAIR HOUSING

3.01. Affordability Term. If the Project for which the grant funds were awarded includes affordable housing units, the Grantee shall, through written instruments or otherwise, ensure the affordable units will remain affordable for a minimum period of fifteen (15) years. The Grantee's obligation under this section may be satisfied if other Project funding sources (*e.g.*, the Minnesota

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

Housing Finance Agency or the U.S. Department of Housing and Urban Development (“HUD”) or state or federal laws (e.g., low-income housing tax credit programs) require an affordability term of at least fifteen (15) years. For the purposes of this section, “affordable housing unit” means a unit that is affordable to households at eighty percent (80%) or less of the Area Median Income (“AMI”), as established by HUD, unless the Grantee’s application stated an affordability standard lower than eighty percent (80%) of AMI, in which case the Grantee’s lower affordability standard shall apply. The affordability requirements of this section shall survive the expiration or termination of this Agreement. If the affordable housing units are made available for homeownership then they are subject to the resale limitations specified in Section 2.14 and the affordability requirements of this section only apply if Council grant funds pay more than half of the housing unit’s affordability gap stated in the Project application.

3.02. Affirmative Fair Housing Marketing Plans. If the Project for which the grant funds were awarded is a housing project or includes housing units (whether market rate or affordable), the Grantee shall, through written instruments or otherwise, ensure the Project owner (and any subsequent owner(s)) adopts and implements an affirmative fair housing marketing plan for all Project housing units. For the purposes of this section, “affirmative fair housing marketing plan” means an affirmative fair housing marketing plan that substantially conforms to affirmative fair housing marketing plans published by the U.S. Department of Housing and Urban Development (“HUD”) or sample affirmative fair housing marketing plans published by the Minnesota Housing Finance Agency. The affirmative fair housing marketing plan requirement under this section shall continue for the minimum affordability term specified in Section 3.01 and shall survive the expiration or termination of this Agreement.

3.03. [reserved]

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

IV. ACCOUNTING, AUDIT, AND REPORT REQUIREMENTS

4.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 5.01 and 5.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Project activities described or identified in Attachment A or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

4.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee’s premises or otherwise by individuals or organizations designated and authorized by the

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

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

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

V. AGREEMENT TERM

5.01. Term and Close Out. This Agreement is effective upon execution of this Agreement by the Council. Unless it is terminated pursuant to Section 5.02, this Agreement expires on the Expiration Date identified at Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does not extend the Expiration Date. The Grantee has 120 calendar days after the Expiration Date to provide documentation and information necessary to close out this Agreement and receive disbursements for eligible grant-funded Project activities as prescribed in Section 2.03. If the Grantee fails to provide the necessary documentation and information during this 120-day close out period, the Grantee shall not be eligible to receive any unpaid grant funds and the Council will not disburse any unpaid grant funds to the Grantee. This 120-day close out period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date. **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE PRIOR TO THE EXPIRATION DATE AND REQUESTED FOR REIMBURSEMENT PRIOR TO THE END OF THE CLOSEOUT PERIOD SHALL REVERT TO THE COUNCIL**

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

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

5.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs a change to the Project, additional time within which to complete grant-funded activities and commence the Project, a change in the budget, or a change in the grant-funded activities the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a complete, written amendment request. All requirements must be met for a request to be considered complete. **THE EXPIRATION DATE MAY BE EXTENDED, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED TWO (2) YEARS BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.**

VI. GENERAL PROVISIONS

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

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

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

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

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

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

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

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

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

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

- (a) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and
- (b) The Council’s *2050 Water Resources Policy Plan* and the local water management plan for the jurisdiction within which the redevelopment site is located.

6.08. Authorized Agent. Payment requests, written reports, and correspondence submitted to the Council pursuant to this Agreement shall be directed to the Authorized Agent named below or their successor through the Council’s online grants administration portal or to the below contact information:

Attn: Kelly Nezworski
Metropolitan Council
CD & MTS Finance and Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805
kelly.nezworski@metc.state.mn.us

6.09. Non-Assignment. Minnesota Statutes section 473.253, subdivision 2 requires the Council to distribute grant funds to eligible “municipalities,” metropolitan-area counties, or “development authorities” for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

6.10. Authorization to Reproduce Images. The Grantee certifies that the Grantee: (a) is the owner of any renderings, images, perspectives, sections, diagrams, photographs, or other

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM**

copyrightable materials (collectively, “copyrightable materials”) that are in the Grantee’s application or are submitted to the Council as part of the grant application review process or after grant award, or that the Grantee is fully authorized to grant permissions regarding the copyrightable materials; and (b) the copyrightable materials do not infringe upon the copyrights of others. The Grantee agrees the Council has a nonexclusive royalty-free license and all necessary permissions to reproduce and publish the copyrightable materials for noncommercial purposes, including but not limited to press releases, presentations, reports, and on the internet. The Grantee also agrees the Grantee will not hold the Council responsible for the unauthorized use of the copyrightable materials by third parties.

6.11. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee’s and the Council’s behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee’s and the Council’s behalf respectively and that this Agreement constitutes the Grantee’s and the Council’s valid, binding, and enforceable agreements.

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

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

This space intentionally left blank. Signature page follows.

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM**

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

CITY OF MINNETONKA

METROPOLITAN COUNCIL

By: _____

By: _____

Title: _____

LisaBeth Barajas, Executive Director
Community Development Division

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

City Attorney's Office

Date: _____

ATTACHMENT A

PROJECT SUMMARY

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

Livable Communities Project Summary

Grant # SG-25427
Type: LCDA - Affordable Homeownership
Applicant: City of Minnetonka
Project Name: Scattered Site
Project Location: Possible locations include: Bloomington, Brooklyn Center, Brooklyn Park, Crystal, Eden Prairie, Edina, Golden Valley, Long Lake, Loretto, Minnetonka, New Hope, Plymouth, Richfield, Robbinsdale, Rogers, St. Louis Park, Wayzata
Council District: 1 – Johnson, 2 – Chamblis, 3 – Carter, 5 – Pacheco, 8 – Cameron

Project Detail	
Project Overview	As part of a 20 home project, the project team will purchase, rehab, and sell 12 homes to households earning 60%-80% of the area median income in Livable Communities participating cities that meet current eligibility requirements. Rehabs improve the health, safety, and energy efficiency of the homes, stabilizing costs for new homeowners for approximately the first decade.
Number of Homes Funded	12
Targeted Affordability*	60% - 80% AMI
Number of Bedrooms per Home	3
Affordability Mechanism	Community Land Trust
Development Team	Homes Within Reach
Funding	
Requested Amount	\$500,000
Use of Funds & Recommended Award Amount	
\$300,000	Award Amount
	Use: Acquisition and General Construction Deliverables: Purchase, rehabilitate, and sell 12 homes to households earning 60%-80% of the area median income in Livable Communities participating cities that meet current eligibility requirements.
Related Met Council Grants	
\$180,000	2024 Affordable Homeownership grant (SG-22362) funded the scattered site program, but not the same homes
\$2,330,500	2002-2022 Local Housing Incentives Account grants (SG-18606, SG-17443, SG-15677, SG-13618, SG-11798, SG-10107, SG-21555, SG2011-166, SG2007-124, SG2005-044, SG2004-076, SG2003-049, SG2002-067) funded the scattered site program, but not the same homes

* All homeownership opportunities supported through the LCDA-Affordable Homeownership grant program must be affordable to households living at no more than 80% of the AMI for a minimum of 15 years.

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

THIS CONTRACT, is entered into this ____ day of _____, 2026, by and between the CITY OF MINNETONKA, a Minnesota municipal corporation (the "City"), and WEST HENNEPIN AFFORDABLE HOUSING LAND TRUST, d/b/a Homes Within Reach, a Minnesota non-profit corporation (the "Grantee").

WHEREAS, in cooperation with Grantee, the City applied to and received approval for funds in the amount of \$300,000 from the Metropolitan Council ("Council") under its Metropolitan Livable Communities Fund, Affordable Homeownership grant program (the "Housing Grant"); and

WHEREAS, the City desires to award proceeds of the Housing Grant in the amount of \$300,000 (the "Subgrant") to Grantee, to assist the Grantee with the overall goal of acquisition and rehabilitation of nine scattered sites in western Hennepin County (the "Housing Program").

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

1. **AWARD.** The City awards the Subgrant to Grantee for the acquisition and rehabilitation of nine scattered sites as are described in Grant Agreement No. SG-25427 between the City and the Council attached to this Contract as **Exhibit A** (the "Metropolitan Livable Communities Act Grant Agreement") of which is incorporated into this Contract (the "Project"). The Subgrant must be used exclusively to pay or reimburse only expenses authorized under Metropolitan Livable Communities Act Agreement. Administration costs incurred by the Grantee are not eligible for reimbursement via this Contract. Notwithstanding anything to the contrary, the Grantee understands and agrees that any reduction or termination of the Metropolitan Livable Communities Act Grant Agreement may result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Project in the Metropolitan Livable Communities Act Grant Agreement must be approved in writing by the City and the Council.
2. **PERFORMANCE.** The Grantee must comply with all requirements applicable to the City in the Metropolitan Livable Communities Act Grant Agreement. Grantee's default under the Metropolitan Livable Communities Act Grant Agreement will constitute noncompliance with this Contract. If the City finds that there has been a failure to comply with the provisions of this Contract or that reasonable progress on the Project has not been or will not be made, the City may take action to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Grantee within 60 calendar days (or such longer period specified by the City) after written notice by the City, the City may terminate this Contract.
3. **TIME OF PERFORMANCE.** Grantee must start the Project upon execution of this Contract and complete the Project and the Housing Program on or before December 31, 2028. The City is not obligated to pay for any Project costs incurred after that date or any earlier termination, whichever occurs first.

4. **CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City's disbursement of any of the Subgrant proceeds.
 - A. The Grantee must have provided evidence satisfactory to the City showing that Grantee has title in fee simple and site control of the property acquired.
 - B. The Grantee must have provided the City with evidence of compliance with the insurance requirements of Section 7(E) herein.
 - C. The Grantee must have provided to the City such evidence of compliance with all of the provisions of this Contract as the City may reasonably request.
5. **DISBURSEMENT.** It is expressly agreed and understood that the total amount to be paid by the City under this Contract will not exceed \$300,000. The City will make disbursements only upon receipt of a written disbursement request in the form provided by the Council (the "Disbursement Request") from Grantee acceptable to the City and the Council. Payment requests may be made no more than once per month and must be accompanied by supporting invoices that relate to Project costs. The City will, upon its approval of the Disbursement Request, forward the Disbursement Request to the Council for approval. Upon Council approval of the Disbursement Request and disbursement of the approved amounts of Housing Grant funds, the City will disburse the approved amount of Subgrant funds in accordance with the information provided in the Disbursement Request.
6. **NOTICES.** Communication and details concerning this Contract must be directed to the following Contract representatives:
 - City:** City of Minnetonka
Community Development Department
14600 Minnetonka Blvd.
Minnetonka, MN 55345
Attn: Alisha Gray
Phone: (952) 939-8285
 - Grantee:** West Hennepin Affordable Housing Land Trust (dba Homes Within Reach)
5101 Thimsen Ave, Suite 120
Minnetonka, MN 55345
Attn: Brenda Lano, Executive Director
7. **GENERAL CONDITIONS.**
 - A. **General Compliance.** The Grantee agrees to comply with all applicable federal, state, and local laws and regulations governing the Project and funds provided under this Contract.
 - B. **Subcontracts.**
 1. *Selection Process.* The Grantee must undertake to ensure that all contracts and subcontracts let in the performance of this Contract are awarded on a fair and open competition basis. Executed copies of all contracts and subcontracts

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

2. *Monitoring.* The City may monitor contracted and subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts will be summarized in written reports and provided to the Grantee. The Grantee must provide documented evidence of follow-up actions taken to correct areas of noncompliance noted in the monitoring reports.
 3. *OSHA.* Grantee must require that contractors performing work being paid with the Subgrant funds be in compliance with all applicable OSHA regulations.
- C. **Anti-discrimination.** The Grantee agrees during the life of this Contract not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. The Grantee must include a similar provision in all contracts and subcontracts entered into for the performance of this Contract. This Contract may be cancelled or terminated by the City, and all money due or to become due under the Contract may be forfeited for a second or subsequent violation of the terms or conditions of this paragraph.
- D. **Equal Opportunity.** The Grantee recognizes the City is an equal opportunity employer and agrees during the life of this Contract to take affirmative action to provide equal employment opportunities without regard to race, color, sex, creed, national origin, religion, disability, age, marital status, sexual preference, or status with regard to public assistance.
- E. **Independent Contractor.** Nothing contained in this Contract is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee will at all times remain an independent contractor with respect to the services to be performed under this Contract. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota or other employment laws on behalf of Grantee's personnel, shall in no way be the responsibility of the City. The Grantee agrees to carry Workers' Compensation Insurance as required by Minnesota Statutes, Section 176.181, subd. 2; except that Grantee is excluded from the foregoing clause if Grantee is excluded by Minnesota Statutes, Section 176.041 from the requirement to provide workers' compensation insurance.
- F. **Indemnification and Hold Harmless.** The Grantee must hold harmless, defend and indemnify the City and the Council from any and all liability, claims, actions, suits, charges, damages, losses, costs, expenses, and judgments whatsoever, including reasonable attorney's fees, that arise directly or indirectly out of the Grantee's, its contractors or subcontractors performance or nonperformance of the services or subject matter called for in this Contract. This clause may not be construed to bar any legal remedies Grantee may have for the City's or the Council's failure to fulfill its obligations pursuant to this Contract.

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

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

8. **ADMINISTRATIVE REQUIREMENTS.**

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

B. **Records.**

1. *Retention.* The Grantee must retain all records pertinent to expenditures incurred under this Contract until conclusion of the latest of (a) six years after the Grantee has completed the Housing Program; (b) six years after the Grantee has expended all proceeds of the Subgrant; (c) six years after the resolution of all audit findings; or (d) six years after Metropolitan Livable Communities Act Grant Agreement termination or cancellation. Records for nonexpendable property acquired with funds under this Contract must be retained for six years after final disposition of such property.
2. *Inspections.* All Grantee records with respect to any matters covered by this Contract must be made available to the City, the Council or their designees at any time during normal business hours, as often as the City or the Council deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
3. *Audits.* If requested by the City, the Grantee must have an annual financial compliance audit conducted in accordance with the City's requirements. The Grantee must submit two copies of such audit report to the City. Any deficiencies noted in such an audit report or an audit/monitoring report issued by the City or its designees must be fully resolved by the Grantee within a reasonable time period after a written request from the City. Failure of the Grantee to comply with the provisions of this paragraph will constitute a violation of this Contract and may result in the withholding of future payments or the requirement for Grantee to return all or part of the funds already disbursed.
4. *Data Practices Act* the Grantee must comply with the Minnesota Government Data Practices Act, Chapter 13.
5. *Close-Outs.* The Grantee's obligation to the City does not end until all close-out requirements are completed. Activities during this close-out period include: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program

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

- C. **Payments.** The City will pay to the Grantee funds available under this Contract based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance funds and program income balances available in Grantee accounts.
- D. **Procurement.** The Grantee must maintain an inventory record of all nonexpendable personal property procured with funds provided under this Contract. All unexpended program income must revert to the City upon termination of this Contract.

9. **MISCELLANEOUS.**

- A. **Assignability.** The Grantee may not assign or transfer any interest in this Contract (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Grantee from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.
- B. **Religious Organization.** The Grantee agrees that funds provided under this Contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.
- C. **Governing Law.** This Contract will be governed by, and construed in accordance with, the laws of the State of Minnesota.
- D. **Counterparts.** This Contract may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same agreement.

CITY OF MINNETONKA

By _____
It's Mayor, Rebecca Schack

And _____
It's City Manager, Michael S. Funk

Approved as to form _____
City Attorney

WEST HENNEPIN AFFORDABLE HOUSING LAND TRUST

By _____
It's President

And _____
It's Executive Director

Exhibit A

Metropolitan Livable Communities Grant Agreement

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM**

GRANTEE: City of Minnetonka		GRANT NO. SG-25450	
PROJECT: Mills Twin Homes			
GRANT AMOUNT: \$420,000		FUNDING CYCLE: 2025	
COUNCIL ACTION: December 3, 2025		EXPIRATION DATE: December 31, 2028	

**METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT**

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

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

WHEREAS, Minnesota Statutes sections 473.251 and 473.253 establish within the Metropolitan Livable Communities Fund a Livable Communities Demonstration Account and require the Council to use the funds in the account to make grants or loans to municipalities participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254 or to Counties or Development Authorities to fund the initiatives specified in Minnesota Statute section 473.25(b) in Participating Municipalities; and

WHEREAS, the Grantee is a Municipality participating in the Local Housing Incentives Account program under Minnesota Statutes section 473.254, a County, or a Development Authority; and

WHEREAS, at its February 14, 2024 meeting the Council approved an annual LCA Fund Distribution Plan that authorized a Livable Communities Demonstration Account Affordable Homeownership program; and

WHEREAS, the Grantee seeks funding in connection with an application for Livable Communities Demonstration Account grant program funds submitted in response to the Council’s notice of availability of grant funds for the “Funding Cycle” identified above and will use the grant funds made available under this Agreement to help fund the “Project” identified in the application; and

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

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

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM**

I. DEFINITIONS

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

- (a) **Commenced.** For the purposes of Sections 2.09 and 5.03, “commenced” means significant physical improvements have occurred in furtherance of the Project (*e.g.*, a foundation is being constructed or other tangible work on a structure has been initiated). In the absence of significant physical improvements, visible staking, engineering, land surveying, soil testing, cleanup site investigation, or pollution cleanup activities are not evidence of Project commencement for the purposes of this Agreement.
- (b) **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Livable Communities Demonstration Account Affordable Homeownership funds.
- (c) **County.** “County” means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties.
- (d) **Development Authority.** “Development Authority” means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the Metropolitan Area.
- (e) **Metropolitan Area.** “Metropolitan Area” means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (f) **Municipality.** “Municipality” means a statutory or home rule charter city or town in the Metropolitan Area.
- (g) **Participating Municipality.** “Participating Municipality” means a Municipality electing to participate in the Local Housing Incentives Account program under Minnesota Statutes section 473.254.
- (h) **Project.** Unless clearly indicated otherwise by the context of a specific provision of this Agreement, “Project” means the development or redevelopment project identified in the application for Livable Communities Demonstration Account Affordable Homeownership funds for which grant funds were requested. Grant-funded activities typically are components of the Project.
- (i) **Redeployment of Repaid Grant Funds.** “Redeployment of Repaid Grant Funds” means Grantee redeployment of Repaid Grant Funds to continue supporting affordable housing components of the Project or implement or support projects that will help the Grantee (or the Participating Municipality within which the Project is located) meet its affordable and life-cycle housing goals.
- (j) **Repaid Grant Funds.** “Repaid Grant Funds” means repaid loan principal and interest grant funds made available to the Grantee and disbursed to the Project Owner in the form of a loan pursuant to Section 2.06 of this Agreement.

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM**

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Livable Communities Demonstration Account of the Metropolitan Livable Communities Fund. The grant funds are derived from property taxes authorized by Minnesota Statutes section 473.253, subdivision 1 and are not from State or federal sources.

2.02. Total Grant Amount. The Council will grant to the Grantee the “Grant Amount” identified at Page 1 of this Agreement. The Council’s obligation to reimburse the Grantee for eligible grant-funded expenditures shall not exceed the Grant Amount. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Livable Communities Demonstration Account funds made available to the Council may result in a like reduction in the Grant Amount made available to the Grantee.

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

2.04. Ineligible Uses. Grant funds must be used for eligible costs directly associated with the Project activities for which the Council awarded grant funds. A detailed list of ineligible and eligible costs is available from the Community Development/Metropolitan Transportation Services Finance and Administration Department. Grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; (b) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee; or (c) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized by the Council. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any “business subsidy” requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee’s expenditures or uses of the grant funds.

2.05. [reserved]

2.06. Revolving or Deferred Loans. If consistent with the application and the Project Summary or if requested in writing by the Grantee, the Grantee may use the grant funds to make deferred loans (loans made without interest or periodic payments), revolving loans (loans made with interest and periodic payments) or otherwise make the grant funds available on a “revolving” basis for the purposes of implementing the Project activities described or identified in Attachment A.

As an alternative to such loan proceeds recovery for revolving loans, the Grantee may elect Redeployment of Repaid Grant Funds. If the Grantee elects Redeployment of Repaid Grant Funds, the Grantee shall report such Redeployment of Repaid Grant Funds in its next annual Housing Policy and Production Survey. Upon the Council’s review of any Redeployment of Repaid Grant Funds identified in the Grantee’s Housing Policy or Production Survey or otherwise, the Council reserves the right to request return of such funds if, after review, the Council determines such Redeployment of Repaid Grants Funds does not comply with the Livable Communities Act program requirements,

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

or affordable and life-cycle housing goals. Upon the Council's request, the Grantee shall promptly return the Repaid Grant Funds

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

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

2.09. Budget Variance. The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities, provided: (a) the grant funds may be used only for Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Project deliverables; and (c) the Grantee receives written permission from Council staff prior to reallocating any grant funds. Council staff may administratively approve budget reallocation requests that exceed twenty percent (20%) of the Grant Amount only if the reallocation does not significantly change the Project deliverables. Notwithstanding the aggregate or net effect of any variances, the Council's obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

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

2.11. Payment Requests, Documentation, and Disbursements. The Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council's online grant management system and reviewed and approved by the Council's Authorized Agent. The Council will make the final determination whether the expenditures are eligible for reimbursement under this Agreement, and verify the total amount requested from the Council. Reimbursement of any costs does not constitute a waiver by the Council of any Grantee noncompliance with this Agreement.

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

The Council shall disburse grant funds for all grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 2.12, THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE PARTICIPATING MUNICIPALITY HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 3.04.**

The Council will reimburse up to 90 percent of the awarded grant funds. The remaining 10 percent may be withheld before a final payment is issued until the Grantee: (a) completes the Project or grant deliverables identified in the project summary; and (b) submits a final request for payment and the Final Report as required under Section 3.03. If the required deliverables are not submitted within the term and closeout period specified in Section 4.01, the Council shall have no obligation to disburse the remaining 10 percent. In such cases, the remaining funds shall revert to the Council's Livable Communities Demonstration Account for redistribution through future funding cycles or as otherwise permitted by law.

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

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

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

III. AFFORDABILITY; AFFIRMATIVE FAIR HOUSING

3.01. Affordability Term. If the Project for which the grant funds were awarded includes affordable housing units, the Grantee shall, through written instruments or otherwise, ensure the affordable units will remain affordable for a minimum period of fifteen (15) years. The Grantee's obligation under this section may be satisfied if other Project funding sources (*e.g.*, the Minnesota

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

Housing Finance Agency or the U.S. Department of Housing and Urban Development (“HUD”) or state or federal laws (e.g., low-income housing tax credit programs) require an affordability term of at least fifteen (15) years. For the purposes of this section, “affordable housing unit” means a unit that is affordable to households at eighty percent (80%) or less of the Area Median Income (“AMI”), as established by HUD, unless the Grantee’s application stated an affordability standard lower than eighty percent (80%) of AMI, in which case the Grantee’s lower affordability standard shall apply. The affordability requirements of this section shall survive the expiration or termination of this Agreement. If the affordable housing units are made available for homeownership then they are subject to the resale limitations specified in Section 2.14 and the affordability requirements of this section only apply if Council grant funds pay more than half of the housing unit’s affordability gap stated in the Project application.

3.02. Affirmative Fair Housing Marketing Plans. If the Project for which the grant funds were awarded is a housing project or includes housing units (whether market rate or affordable), the Grantee shall, through written instruments or otherwise, ensure the Project owner (and any subsequent owner(s)) adopts and implements an affirmative fair housing marketing plan for all Project housing units. For the purposes of this section, “affirmative fair housing marketing plan” means an affirmative fair housing marketing plan that substantially conforms to affirmative fair housing marketing plans published by the U.S. Department of Housing and Urban Development (“HUD”) or sample affirmative fair housing marketing plans published by the Minnesota Housing Finance Agency. The affirmative fair housing marketing plan requirement under this section shall continue for the minimum affordability term specified in Section 3.01 and shall survive the expiration or termination of this Agreement.

3.03. [reserved]

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

IV. ACCOUNTING, AUDIT, AND REPORT REQUIREMENTS

4.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 5.01 and 5.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Project activities described or identified in Attachment A or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

4.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee’s premises or otherwise by individuals or organizations designated and authorized by the

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

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

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

V. AGREEMENT TERM

5.01. Term and Close Out. This Agreement is effective upon execution of this Agreement by the Council. Unless it is terminated pursuant to Section 5.02, this Agreement expires on the Expiration Date identified at Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does not extend the Expiration Date. The Grantee has 120 calendar days after the Expiration Date to provide documentation and information necessary to close out this Agreement and receive disbursements for eligible grant-funded Project activities as prescribed in Section 2.03. If the Grantee fails to provide the necessary documentation and information during this 120-day close out period, the Grantee shall not be eligible to receive any unpaid grant funds and the Council will not disburse any unpaid grant funds to the Grantee. This 120-day close out period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date. **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE PRIOR TO THE EXPIRATION DATE AND REQUESTED FOR REIMBURSEMENT PRIOR TO THE END OF THE CLOSEOUT PERIOD SHALL REVERT TO THE COUNCIL**

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

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

5.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs a change to the Project, additional time within which to complete grant-funded activities and commence the Project, a change in the budget, or a change in the grant-funded activities the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a complete, written amendment request. All requirements must be met for a request to be considered complete. **THE EXPIRATION DATE MAY BE EXTENDED, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED TWO (2) YEARS BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.**

VI. GENERAL PROVISIONS

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

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

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

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

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

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

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

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

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

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

- (a) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and
- (b) The Council's *2050 Water Resources Policy Plan* and the local water management plan for the jurisdiction within which the redevelopment site is located.

6.08. Authorized Agent. Payment requests, written reports, and correspondence submitted to the Council pursuant to this Agreement shall be directed to the Authorized Agent named below or their successor through the Council's online grants administration portal or to the below contact information:

Attn: Kelly Nezworski
Metropolitan Council
CD & MTS Finance and Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805
kelly.nezworski@metc.state.mn.us

6.09. Non-Assignment. Minnesota Statutes section 473.253, subdivision 2 requires the Council to distribute grant funds to eligible "municipalities," metropolitan-area counties, or "development authorities" for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

6.10. Authorization to Reproduce Images. The Grantee certifies that the Grantee: (a) is the owner of any renderings, images, perspectives, sections, diagrams, photographs, or other

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM**

copyrightable materials (collectively, “copyrightable materials”) that are in the Grantee’s application or are submitted to the Council as part of the grant application review process or after grant award, or that the Grantee is fully authorized to grant permissions regarding the copyrightable materials; and (b) the copyrightable materials do not infringe upon the copyrights of others. The Grantee agrees the Council has a nonexclusive royalty-free license and all necessary permissions to reproduce and publish the copyrightable materials for noncommercial purposes, including but not limited to press releases, presentations, reports, and on the internet. The Grantee also agrees the Grantee will not hold the Council responsible for the unauthorized use of the copyrightable materials by third parties.

6.11. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee’s and the Council’s behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee’s and the Council’s behalf respectively and that this Agreement constitutes the Grantee’s and the Council’s valid, binding, and enforceable agreements.

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

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

This space intentionally left blank. Signature page follows.

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM**

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

CITY OF MINNETONKA

METROPOLITAN COUNCIL

By: _____

By: _____

Title: _____

LisaBeth Barajas, Executive Director
Community Development Division

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

City Attorney's Office

Date: _____

ATTACHMENT A

PROJECT SUMMARY

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

Livable Communities Project Summary

Grant # SG-25450
Type: LCDA - Affordable Homeownership
Applicant: City of Minnetonka
Project Name: Mills Twin Homes
Project Location: 3516 Elm Ln, 3520 Elm Ln, 13112 Inverness Rd, 13116 Inverness Rd, 13120 Inverness Rd, 13124 Inverness Rd, 13128 Inverness Rd, 13132 Inverness Rd, 13136 Inverness Rd, 13140 Inverness Rd, Minnetonka
Council District: 3 - Carter

Project Detail	
Project Overview	As part of a 10-twin home development, the project will build six new twin homeownership opportunities affordable to households earning 60%-80% of the area median income.
Number of Homes Funded	6
Targeted Affordability*	60% - 80% AMI
Number of Bedrooms per Home	4
Affordability Mechanism	Community Land Trust
Development Team	Minnetonka Community Church (current property owner) Twin Cities Habitat for Humanity Homes Within Reach
Funding	
Requested Amount	\$700,000
Use of Funds & Recommended Award Amount	
\$420,000	Award Amount
	Use: Acquisition and General Construction Deliverables: Build six new twin homeownership opportunities affordable to households earning 60%-80% of the area median income.
Other Met Council Grants	
\$500,000	2024 Affordable Homeownership grant (SG-22150)

* All homeownership opportunities supported through the LCDA-Affordable Homeownership grant program must be affordable to households living at no more than 80% of the AMI for a minimum of 15 years.

**SUB-RECIPIENT FUNDING AGREEMENT BETWEEN
CITY OF MINNETONKA
AND
TWIN CITIES HABITAT FOR HUMANITY
FOR THE
METROPOLITAN COUNCIL
LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM
(General Construction)**

THIS CONTRACT, is entered into this ____ day of _____, 2026, by and between the CITY OF MINNETONKA, a Minnesota municipal corporation (the "City"), and TWIN CITIES HABITAT FOR HUMANITY, a Minnesota non-profit corporation (the "Grantee").

WHEREAS, in cooperation with Grantee, the City applied to and received approval for funds in the amount of \$420,000 from the Metropolitan Council ("Council") under its Metropolitan Livable Communities Fund, Affordable Homeownership grant program (the "Housing Grant"); and

WHEREAS, the City desires to award proceeds of the Housing Grant in the amount of \$420,000 (the "Subgrant") to Grantee, to assist the Grantee with the overall goal of general construction of ten twinhome units at 13205 Minnetonka Drive, Minnetonka, MN 55303 (the "Housing Program").

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

1. **AWARD.** The City awards the Subgrant to Grantee for the construction of six twinhome units as are described in Grant Agreement No. SG-25450 between the City and the Council attached to this Contract as **Exhibit A** (the "Metropolitan Livable Communities Act Grant Agreement"), which is incorporated into this Contract (the "Project"). The Subgrant must be used exclusively to pay or reimburse only expenses authorized under the Metropolitan Livable Communities Act Agreement. Administration costs incurred by the Grantee are not eligible for reimbursement via this Contract. Notwithstanding anything to the contrary, the Grantee understands and agrees that any reduction or termination of the Metropolitan Livable Communities Act Grant Agreement may result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Project in the Metropolitan Livable Communities Act Grant Agreement must be approved in writing by the City and the Council.
2. **PERFORMANCE.** The Grantee must comply with all requirements applicable to the City in the Metropolitan Livable Communities Act Grant Agreement. Grantee's default under the Metropolitan Livable Communities Act Grant Agreement will constitute noncompliance with this Contract. If the City finds that there has been a failure to comply with the provisions of this Contract or that reasonable progress on the Project has not been or will not be made, the City may take action to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Grantee within 60 calendar days (or such longer period specified by the City) after written notice by the City, the City may terminate this Contract.
3. **TIME OF PERFORMANCE.** Grantee must start the Project upon execution of this Contract and complete the Project and the Housing Program on or before December 31, 2028. The City is not obligated to pay for any Project costs incurred after that date or any earlier termination, whichever occurs first.
4. **CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City's disbursement of any of the Subgrant proceeds.

- A. The Grantee must have provided evidence satisfactory to the City showing that Grantee has title in fee simple and site control of the property acquired.
 - B. The Grantee must have provided the City with evidence of compliance with the insurance requirements of Section 7(E) herein.
 - C. The Grantee must have provided to the City such evidence of compliance with all of the provisions of this Contract as the City may reasonably request.
5. **DISBURSEMENT.** It is expressly agreed and understood that the total amount paid by the City under this Contract will not exceed \$420,000. The City will make disbursements only upon receipt of a written disbursement request in the form provided by the Council (the "Disbursement Request") from Grantee acceptable to the City and the Council. Payment requests may be made no more than once per month and must be accompanied by supporting invoices that relate to Project costs. Upon its approval of the Disbursement Request, the City will forward the Disbursement Request to the Council for approval. Upon Council approval of the Disbursement Request and disbursement of the approved amounts of Housing Grant funds, the City will disburse the approved amount of Subgrant funds in accordance with the information provided in the Disbursement Request.
6. **NOTICES.** Communication and details concerning this Contract must be directed to the following Contract representatives:

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

Grantee: Twin Cites Habitat for Humanity
1954 University Ave W
St. Paul, MN 55104
Attn: Chris Coleman, President and CEO

7. **GENERAL CONDITIONS.**

- A. **General Compliance.** The Grantee agrees to comply with all applicable federal, state, and local laws and regulations governing the Project and funds provided under this Contract.
- B. **Subcontracts.**
 1. *Selection Process.* The Grantee must undertake to ensure that all contracts and subcontracts let in the performance of this Contract are awarded on a fair and open competition basis. Executed copies of all contracts and subcontracts along with documentation concerning the selection process must be forwarded to the City upon request.
 2. *Monitoring.* The City may monitor contracted and subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts will

be summarized in written reports and provided to the Grantee. The Grantee must provide documented evidence of follow-up actions taken to correct areas of noncompliance noted in the monitoring reports.

3. *OSHA*. Grantee must require that contractors performing work being paid with the Subgrant funds be in compliance with all applicable OSHA regulations.
- C. **Anti-discrimination.** The Grantee agrees during the life of this Contract not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. The Grantee must include a similar provision in all contracts and subcontracts entered into for the performance of this Contract. This Contract may be cancelled or terminated by the City, and all money due or to become due under the Contract may be forfeited for a second or subsequent violation of the terms or conditions of this paragraph.
- D. **Equal Opportunity.** The Grantee recognizes the City is an equal opportunity employer and agrees during the life of this Contract to take affirmative action to provide equal employment opportunities without regard to race, color, sex, creed, national origin, religion, disability, age, marital status, sexual preference, or status with regard to public assistance.
- E. **Independent Contractor.** Nothing contained in this Contract is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee will at all times remain an independent contractor with respect to the services to be performed under this Contract. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota or other employment laws on behalf of Grantee's personnel, shall in no way be the responsibility of the City. The Grantee agrees to carry Workers' Compensation Insurance as required by Minnesota Statutes, Section 176.181, subd. 2; except that Grantee is excluded from the foregoing clause if Grantee is excluded by Minnesota Statutes, Section 176.041 from the requirement to provide workers' compensation insurance.
- F. **Indemnification and Hold Harmless.** The Grantee must hold harmless, defend and indemnify the City and the Council from any and all liability, claims, actions, suits, charges, damages, losses, costs, expenses, and judgments whatsoever, including reasonable attorney's fees, that arise directly or indirectly out of the Grantee's, its contractors or subcontractors performance or nonperformance of the services or subject matter called for in this Contract. This clause may not be construed to bar any legal remedies Grantee may have for the City's or the Council's failure to fulfill its obligations pursuant to this Contract.

Claims included in this indemnification include any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes, Chapter 115B, the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) as amended, United States Code, title 42, Sections 9601 et. seq., and the Federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, Sections 6901 et. seq. This indemnification cannot be construed as a waiver on the part of either the City or the

Council of any immunities or limits on liability provided by Minnesota Statutes Chapter 466 or other applicable state or federal law.

8. **ADMINISTRATIVE REQUIREMENTS.**

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

B. **Records.**

1. *Retention.* The Grantee must retain all records pertinent to expenditures incurred under this Contract until conclusion of the latest of (a) six years after the Grantee has completed the Housing Program; (b) six years after the Grantee has expended all proceeds of the Subgrant; (c) six years after the resolution of all audit findings; or (d) six years after Metropolitan Livable Communities Act Grant Agreement termination or cancellation. Records for nonexpendable property acquired with funds under this Contract must be retained for six years after final disposition of such property.
2. *Inspections.* All Grantee records with respect to any matters covered by this Contract must be made available to the City, the Council or their designees at any time during normal business hours, as often as the City or the Council deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
3. *Audits.* If requested by the City, the Grantee must have an annual financial compliance audit conducted in accordance with the City's requirements. The Grantee must submit two copies of such audit report to the City. Any deficiencies noted in such an audit report or an audit/monitoring report issued by the City or its designees must be fully resolved by the Grantee within a reasonable time period after a written request from the City. Failure of the Grantee to comply with the provisions of this paragraph will constitute a violation of this Contract and may result in the withholding of future payments or the requirement for Grantee to return all or part of the funds already disbursed.
4. *Data Practices Act* the Grantee must comply with the Minnesota Government Data Practices Act, Chapter 13.
5. *Closeouts.* The Grantee's obligation to the City does not end until all closeout requirements are completed. Activities during this closeout period include: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.

C. **Payments.** The City will pay to the Grantee funds available under this Contract based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the

option of the City in accordance with advance funds and program income balances available in Grantee accounts.

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

9. **MISCELLANEOUS.**

- A. **Assignability.** The Grantee may not assign or transfer any interest in this Contract (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Grantee from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.
- B. **Religious Organization.** The Grantee agrees that funds provided under this Contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.
- C. **Governing Law.** This Contract will be governed by, and construed in accordance with, the laws of the State of Minnesota.
- D. **Counterparts.** This Contract may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same agreement.

CITY OF MINNETONKA

By _____
Mayor, Rebecca Schack

And _____
City Manager, Michael S. Funk

Approved as to form _____
City Attorney

TWIN CITIES HABITAT FOR HUMANITY

By _____
President

Exhibit A

Metropolitan Livable Communities Grant Agreement

Resolution No. 2026-

Resolution accepting two grants from the Metropolitan Council for the Livable Communities Demonstration Account Affordable Homeownership Grant Program

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

Section 1. Background.

- 1.01. The Metropolitan Council has awarded the City of Minnetonka two grants from the Livable Communities Demonstration Account (LCDA) Affordable Homeownership Grant Program. The city partnered with Homes Within Reach and Twin Cities Habitat for Humanity to apply for two separate affordable homeownership grants in October 2025.
- 1.02. Homes Within Reach's application included a request to acquire, rehab and sell twelve single-family homes in Minnetonka and other Livable Communities participating cities. The homes will preserve affordable housing in the city and surrounding communities by providing permanent affordability. The award received is for \$300,000.
- 1.03. Twin Cities Habitat for Humanity and Homes Within Reach's application for the Mills Twinhome project in Minnetonka requested support for the construction of six twin home units. The award received is for \$420,000.
- 1.04. The city's role as grantee is as the government fiscal agent. As the grantee, the city will pass funds through to Homes Within Reach and Twin Cities Habitat for Humanity and be required to report regularly on the award status to the Metropolitan Council.

Section 2. Council Action.

- 2.01. Upon approval to execute the grant agreements with the Metropolitan Council, the City of Minnetonka may enter into subrecipient agreements with Homes Within Reach and Twin Cities Habitat for Humanity for the above-referenced project(s), and that the City of Minnetonka certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.
- 2.02. The city council accepts the LCDA Affordable Homeownership Grant Program grants referenced above and authorizes the mayor and city manager to sign the grant agreements in a form acceptable to the city attorney.

Adopted by the City Council of the City of Minnetonka, Minnesota, on Jan. 12, 2026.

Rebecca Schack, Mayor

Attest:

Becky Koosman, City Clerk

Action on this resolution:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a meeting held on Jan. 12, 2026.

Becky Koosman, City Clerk

**City Council
Agenda Item 10.H
Meeting of January 12, 2026**



Title: Preliminary and final plats for OAKLAND WOODS ESTATES, a two-lot subdivision at 2203 Oakland Rd

Report from: Bria Adelman, Planner

Submitted Through: Susan Thomas, AICP, City Planner
Julie Wischnack, FAICP, Community Development Director
Erik Nilsson, City Attorney
Mike Funk, City Manager

Presenter: Susan Thomas, AICP, City Planner

Action Requested: Motion

Form of Action: Resolution

Votes needed: 4 votes

Summary Statement

Zehnder Homes proposes a two-lot subdivision at 2203 Oakland Road. The proposed lots meet all minimum lot size and dimension requirements, as well as the tree protection ordinance. The city approved a similar preliminary plat in 2024. However, final plat approval did not occur within one year, as required by code, and the previous project approval has since expired.

Recommended Action

Motion to adopt the resolution approving the preliminary and final plats of Oakland Woods Estates.

Background

Planning commission hearing

The planning commission considered the proposal its Dec. 18, 2025 consent agenda. The staff report from that meeting and various plans and documents describing the proposal are attached. Staff recommended approval of the proposal, noting:

- The specific proposal would meet:
 - All minimum lot size and dimension standards;
 - Natural resources setbacks (wetland and floodplain), and
 - The tree protection ordinance

A public hearing was opened to receive comments; one comment was received. That comment is attached.

Planning commission recommendation

On a 5-0 vote, the commission recommended that the city council approve the preliminary and final

plats.

ATTACHMENTS:
[Project Information](#)
[Resolution](#)

MINNETONKA PLANNING COMMISSION
Dec. 18, 2025

Brief Description	Preliminary and final plats of OAKLAND WOODS ESTATES, a two-lot subdivision at 2203 Oakland Road
Recommendation	Recommend the city council adopt the resolution approving the preliminary and final plats.

Background

In January 2024, the city council approved the preliminary plat for a two-lot subdivision, OBERG ESTATES, at 2203 Oakland Road. See the [Oberg Estate project page](#) for more information. The proposal met all subdivision standards; it did not require any variances.

Final plat approval did not occur within one year, as required by code, and the project approval has since expired. Subdivision requires new preliminary and final plat approvals.

Existing Conditions

The 2.3-acre subject property is located on the east side of Oakland Road, northwest of its intersection with Essex Road. The highest point of the site is a knoll located near the south property line; a single-family home was constructed near this knoll in 1939. Two wetlands and associated 100-year floodplain areas are located on the northern portion of the site. In addition to these natural resources, the property contains many mature trees, including ironwood, oak, and ash.

Proposed Conditions

Zehnder Homes is proposing a two-lot subdivision of the property. The proposal is considerably the same as the Oberg Estates proposal, except for the “tail end” of the proposed property line meeting at the easterly edge of the site. (See Figure 1 below for a comparison.)

To accommodate two new home sites, the existing knoll would be lowered two to six feet. Excavation would also occur in both the front and rear yards of the lots for required stormwater management facilities. Staff anticipates that this earthwork would result in the removal of 30 percent of the site’s high-priority trees and 20 percent of the significant trees.

The proposal will meet the tree protection standards.

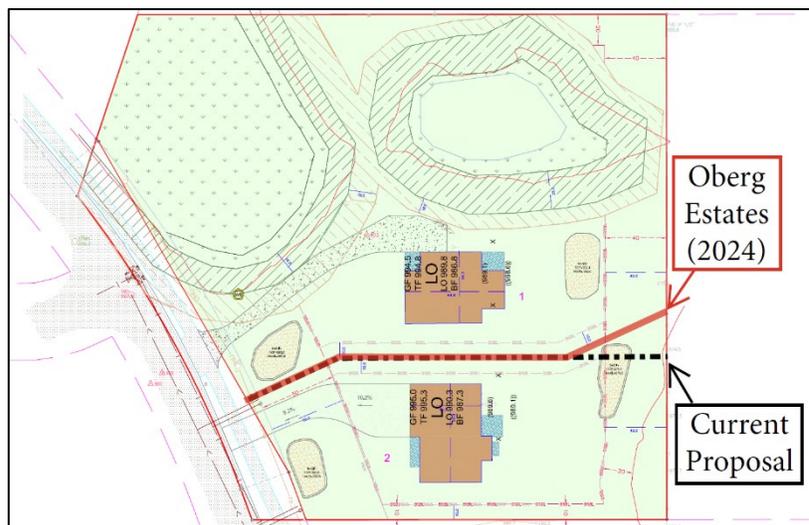


Figure 1- Comparison of current proposal to previous approval (Oberg Estates)

Staff Analysis

The proposal is reasonable and an appropriate use of the 2.3-acre site. The subdivision would:

- Meet R-1 lot size and dimension standards of the subdivision ordinance.

	Area		Width		Depth
	Total	Buildable	At ROW	At Setback	
Required	22,000 sq.ft.	3,500 sq.ft.	80 ft	110 ft	125 ft
Lot 1	75,075 sq.ft.	12,925 sq.ft.	195 ft	230 ft	320 ft
Lot 2	26,026 sq.ft.	13,350 sq.ft.	85 ft	110 ft	245 ft

All numbers rounded down to the closest 5 sq. ft. or 5 ft.

- Meet the provisions of the tree protection ordinance.

	Existing Trees	Removal allowed by code*	Removal based on Plans*
High Priority Trees	104	36 trees = 35%	31 trees = 29.8%
Significant Trees	129	64 trees = 50%	26 trees = 20.1%
*By city code, a tree is considered removed if 30 percent or more of the critical root zone is compacted, cut, filled, or paved.			

Staff Recommendation

Recommend the city council adopt the resolution approving the preliminary and final plat of OAKLAND WOOD ESTATES, a two-lot subdivision at 2203 Oakland.

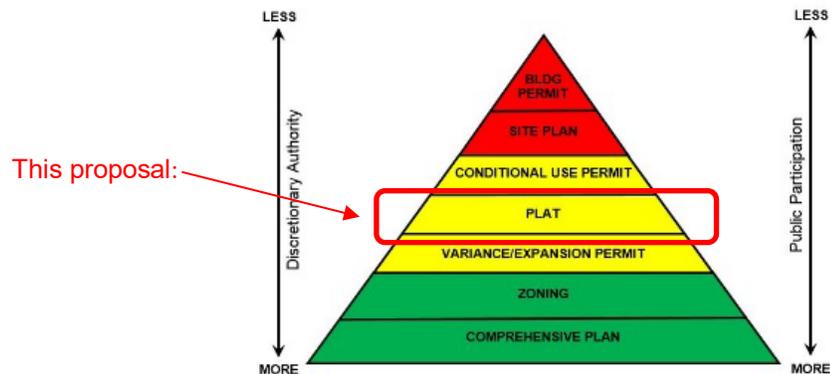
Originator: Bria Adelman, Planner
 Through: Susan Thomas, AICP, City Planner

Supporting Information

Surrounding Land Uses	The property is surrounded by single-household dwellings, zoned R-1.
Planning	Guide Plan designation: low-density residential Existing Zoning: R-1
Natural Resources	<p>The subject property contains a variety of natural resources.</p> <ul style="list-style-type: none">• Topography. An existing home sits at the highest point of the property, which slopes downward in all directions from this knoll.• Trees. The subject property is not a woodland preservation area. There are, however, 231 trees that are regulated under the city's tree protection ordinance. Based on the general grading plans submitted as part of the plat application, the proposed subdivision would result in the removal of 30 percent of the site's high-priority trees and 19 percent of the significant trees. This is under the allowable removal. Tree removal would be further evaluated at the time of building permit application to confirm that the tree protection ordinance continues to be met.• Wetlands. There are two wetlands on the property. The wetlands were delineated during the 2023 growing season; those delineations were field-verified by Minnetonka Natural Resources staff. The existing driveway to the existing home is located within the wetland buffer required under the city's wetland ordinance. As the driveway was constructed before the adoption of the current ordinance, it is considered non-conforming and would be allowed to continue in its current location/size/form. As a condition of approval, any new construction on the property – including driveway construction – must meet current wetland setback and buffer requirements.• Floodplain. 100-year floodplain areas surrounding the wetlands. No floodplain alteration is proposed. As conditions of approval, any new construction of the property – including driveway construction – must meet floodplain setback and separation requirements.
Stormwater	As proposed, runoff from the new home sites would be directed to shallow stormwater basins – or rain gardens – in the front and rear yards of the lots. The city's water resource engineer has reviewed these preliminary plans and finds them to be acceptable. Final stormwater management plans would again be reviewed by

engineering staff in conjunction with individual building permit applications.

Pyramid of Discretion



Neighborhood Comments

The city sent notices to 30 area property owners. No written comments have been received to date.

Voting Requirement

The planning commission will make a recommendation to the city council. A recommendation requires the affirmative vote of a simple majority. The planning commission has three options:

- 1) Concur with the staff recommendation. In this case, a motion should be made recommending that the city council adopt the resolution approving the plat.
- 2) Disagree with the staff recommendation. In this case, a motion should be recommending the city council deny the request. 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 item. The motion should include a statement as to why the request is being tabled with direction to staff, the applicant, or both.

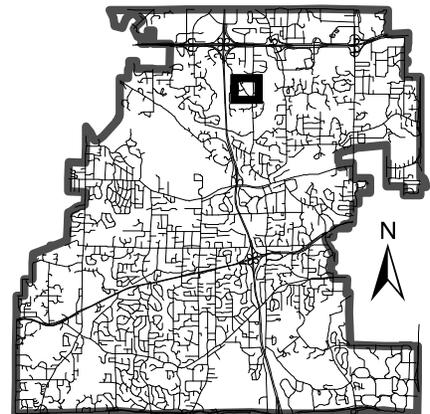
Deadline for Action

Jan. 22, 2026

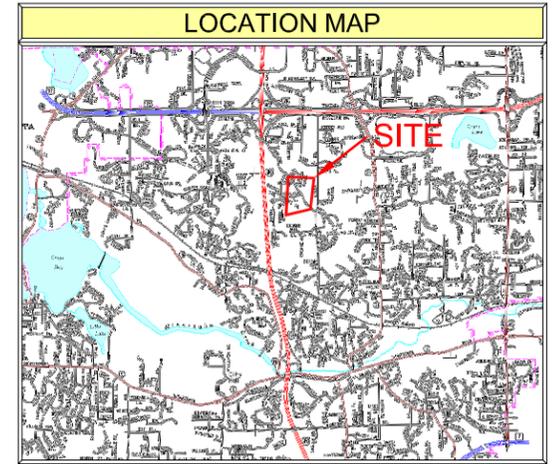


Location Map

Project: Oakland Woods Estates
Address: 2203 Oakland Road

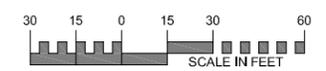


This map is for illustrative purposes only.



Notes:
 Lots: 2 Single Family Lots R-1
 Minimum Lot Area: 22,000 SF
 Minimum Lot Width: 110 at setback
 80' at ROW
 Minimum Lot Depth: 125ft
 Buildable Area: 3,500 SF
 Front Yard Setback: 50'
 Side Yard Setback: 10'/10', 20' Total
 Side Yard Setback Corner Lot: 15'
 Rear Yard Setback: 40'
 50' Setback from Oakland Road Right of Way

SHEET INDEX TABLE	
SHEET	Description
01	Site Plan
02	Final Utility Plan
03	Final Grading Plan
04	Steep Slope Plan
05	Final Erosion Control Plan
06-07	Tree Survey



EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISION
2203 OAKLAND	1			
DRAWN				
CAW				
CHECKED				
CAW				
DATE				
10/19/23				

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I HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Charles A. Wiemerslage
 CHARLES A. WIEMERSLAGE, P.E.
 Date: 07/31/24 Lic. No. 49180

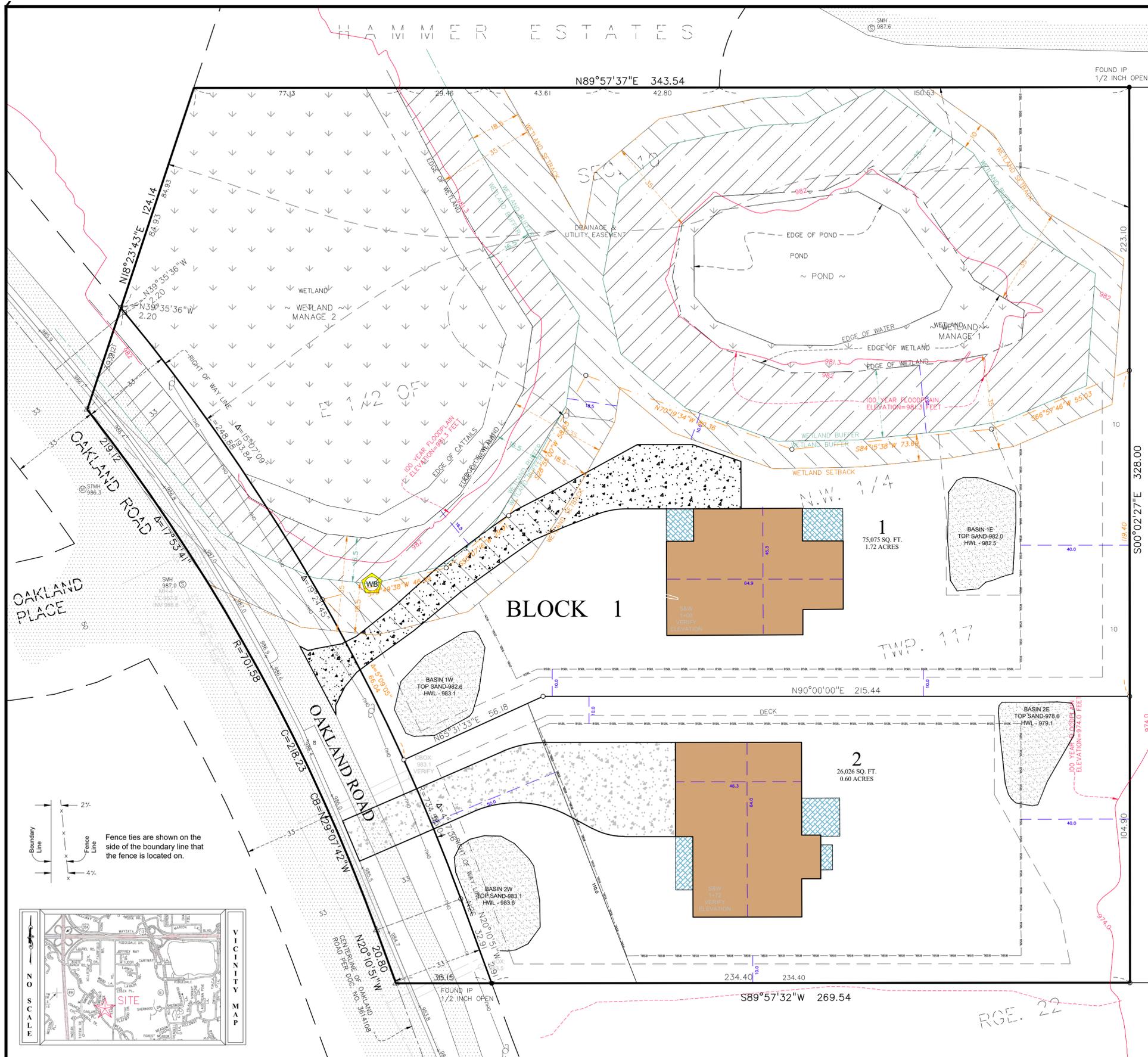
SATHRE-BERGQUIST, INC.
 14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.

 MINNETONKA,
 MINNESOTA

SITE PLAN
OBERG ESTATES
ZEHNDER HOMES, INC

FILE NO.
 ref: 60280-001
 99595-160
01



DESCRIPTION OF PROPERTY SURVEYED
(Per Schedule A of the herein referenced Title Commitment)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF HENNEPIN, STATE OF MINNESOTA, AND IS DESCRIBED AS FOLLOWS:
THAT PART OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 117, RANGE 22, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE EAST 1/4 OF SAID NORTHWEST 1/4 DISTANT 1028 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, THENCE NORTH ALONG SAID EAST LINE 328 FEET; THENCE AT A RIGHT ANGLE WEST 682.2 FEET TO AN INTERSECTION WITH A LINE DRAWN SOUTHWESTERLY FROM A POINT IN THE NORTH LINE OF SAID EAST 1/4 OF THE NORTHWEST 1/4, DISTANT 880 FEET EAST OF THE NORTHWEST CORNER, SAID LINE SO DRAWN DELECTS 72 DEGREES 30 MINUTES (FROM WEST TO SOUTH) FROM THE NORTH LINE OF SAID SECTION; THENCE SOUTHWESTERLY ALONG AN EXTENSION OF SAID LINE 90 DRAWN TO THE CENTERLINE OF OAKLAND ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE TO AN INTERSECTION WITH A LINE DRAWN WEST FROM THE POINT OF BEGINNING AND AT RIGHT ANGLES TO THE EAST LINE OF SAID EAST 1/4 OF THE NORTHWEST 1/4; THENCE EAST ALONG SAID RIGHT ANGLE TO THE POINT OF BEGINNING, EXCEPT THE EAST 335.6 FEET THEREOF, SUBJECT TO RIGHTS OF PUBLIC PORTIONS TAKEN FOR PUBLIC ROAD.

- STANDARD NOTES**
- Site Address:** 2203 Oakland Road, Minnetonka, MN, 55305
 - Flood Zone Information:** This property appears to be in Zone X (area determined to be outside of the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27053C0329F, with an effective date of 11/04/2016.
 - Parcel Area Information:**
 - Gross Area: 109,746 s.f. ~ 2.52 acres
 - R/W Area: 8,646 s.f. ~ 0.20 acres
 - Wet Area: 24,353 s.f. ~ 0.56 acres
 - Net Area: 76,747 s.f. ~ 1.76 acres

*We do not affirmatively insure the quantity of acreage set forth in the description
 - Benchmark:** Elevations are based on Minnetonka Top Nut Hydrant (TNH) 10-16 which has an elevation of: 955.0 feet (NGVD29).
 - Zoning Information:** The current Zoning for the subject property is R-1 (Low Density Residential District) per the City of Minnetonka's interactive zoning map application, viewed on 6/2/2023. The setback, height, and floor space area restrictions for said zoning designation are as follows:

Principal Structure Setbacks -

- Front: 50 feet (Oakland Road)
- Side: 10 feet minimum/30 feet total
- Rear: 40 feet
- Wetland Setback: 35 feet from edge of wetland
- Wetland Buffer: 25 feet (Manage 1) 16.5 feet (Manage 2) from edge of wetland
- 100 Year Floodplain Setback: 20 feet from floodplain line
- Height: 35 feet

*Please note that the zoning information shown herein may have been amended through a city process. All setback information and hardcover data for planning and design must be verified by all parties involved in the design and planning process prior to any planning or construction.

We have not received the current zoning classification and building setback requirements from the insurer.

- Utilities:** We have shown the location of utilities on the surveyed property by observed evidence only. There may be underground utilities encumbering the subject property we are unaware. Please note that we have not placed a Gopher State One Call for this survey. There may or may not be underground utilities in the mapped area, therefore extreme caution must be exercised before any excavation takes place on or near this site. Also, please note that seasonal conditions may inhibit our ability to visibly observe all the utilities located on the subject property. Before digging, you are required by law to notify Gopher State One Call at least 48 hours in advance at 651-454-0002.
- Wetland Delineation:** The wetland delineation was performed by Kjolhaug Environmental and was flagged on 5/30/23. Sathre-Bergquist located the wetland flags on 5/31/2023.

SURVEY REPORT

This map and report was prepared with the benefit of a Commitment for Title Insurance issued by CHB Title, LLC as issuing agent for Old Republic National Title Insurance Company, File No. 61903, dated June 30, 2024.

- We note the following with regards to Schedule B of the herein referenced Title Commitment:
 - Item no.'s 1-8, 10, and 13 are not survey related
 - Item no. 9 - Terms and conditions of Final Certificate in the Matter of Condemnation of Certain Lands for Highway Purposes, filed May 10, 1966, as Document No. 845303.
 - Item no. 11 - Subject to Oakland Road as laid out and traveled over the southwesterly 33 feet, more or less.
 - Item no. 12 - A portion of the property contains wetland which may be subject to federal, state, or local regulation. The right to use of improve these wetlands is excepted herein.
 - Item no. 14 - Property inspection indicates there are overhead power lines on subject property, rights of the utility company are specifically excluded.
 - Item no. 15 - Survey by Sathre-Bergquist, Inc. dated June 12, 2023 indicates there is a wood fence along a portion of the east boundary line of the insured property. This policy does not insure that the fence is on the boundary line(s).

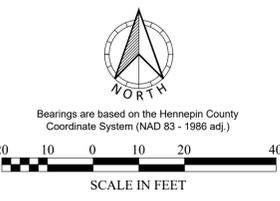
Existing Elevations

- Garage Floor Elevation = 991.2
- First Floor Elevation = 1000.3

Existing Hardcover (To ROW)

- Net Lot Area = 76,747 S.F.
- House Area = 1,559 S.F.
- Bit. Driveway Area = 3,011 S.F.
- Paver Patio Area = 139 S.F.
- Paver Stoppers Area = 69 S.F.
- Concrete Area = 158 S.F.
- Deck Area = 535 S.F.
- Spa Area = 25 S.F.
- Retaining Wall Area = 75 S.F.
- Total Area = 5,571 S.F.
- Coverage = 7.3%

PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC. 14000 25th Ave N, Suite 120 Plymouth, MN 55447 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT: CHARLES WIEMERSLAGE, P.E. EMAIL: CWIEMERSLAGE@SATHRE.COM	DEVELOPER ZEHNDER HOMES, INC. 10300 10TH AVE N PLYMOUTH, MN 55441 CONTACT: ERIC ZEHNDER PHONE: (651) 303-5747 EMAIL: ERICZEHNDER@ZEHNDERHOMES.COM

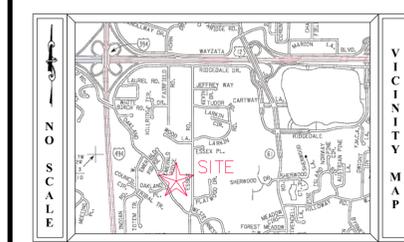
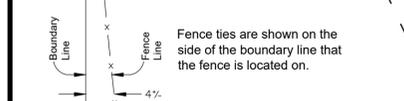


DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

SURVEY LEGEND

<ul style="list-style-type: none"> CAST IRON MONUMENT IRON PIPE MONUMENT SET IRON PIPE MONUMENT FOUND DRILL HOLE FOUND CHISELED "X" MONUMENT SET CHISELED "X" MONUMENT FOUND REBAR MONUMENT FOUND PK NAIL MONUMENT SET PK NAIL MONUMENT FOUND PK NAIL W/ ALUMINUM DISC SURVEY CONTROL POINT A/C UNIT CABLE TV PEDESTAL ELECTRIC TRANSFORMER ELECTRIC MANHOLE ELECTRIC METER ELECTRIC OUTLET YARD LIGHT LIGHT POLE FIBER OPTIC MANHOLE FIRE DEPT. HOOK UP FLAG POLE FUEL PUMP FUEL TANK PROPANE TANK GAS METER GAS VALVE GAS MANHOLE GENERATOR GUARD POST HAND HOLE MAIL BOX 	<ul style="list-style-type: none"> PIEZOMETER POWER POLE GUY WIRE ROOF DRAIN LIFT STATION SANITARY MANHOLE SANITARY CLEANOUT STORM MANHOLE STORM DRAIN CATCH BASIN FLARED END SECTION TREE CONIFEROUS CABLE TV TREE DECIDUOUS TREE CONIFEROUS REMOVED TREE DECIDUOUS REMOVED TELEPHONE MANHOLE FIBER OPTIC PEDESTAL UTILITY MANHOLE UTILITY PEDESTAL UTILITY VAULT WATERMANN MANHOLE WATER METER WATER SPIGOT WELL MONITORING WELL CURB STOP GATE VALVE HYDRANT IRRIGATION VALVE POST INDICATOR VALVE SIGN SOIL BORING 	<ul style="list-style-type: none"> W/OE WALKOUT ELEVATION FFE FIRST FLOOR ELEVATION GFE GARAGE FLOOR ELEVATION TGF TOP OF FOUNDATION ELEV. LOE LOWEST OPENING ELEV. CONCRETE BITUMINOUS BUILDING SETBACK LINE CABLE TV CONCRETE CURB CONTOUR EXISTING CONTOUR PROPOSED GUARD RAIL DT DRAIN TILE ELC ELECTRIC UNDERGROUND FENCE FO FIBER OPTIC UNDERGROUND GAS GAS UNDERGROUND OVERHEAD UTILITY TREE LINE SANITARY SEWER STORM SEWER TEL TELEPHONE UNDERGROUND RETAINING WALL UTL UTILITY UNDERGROUND WATERMANN TRAFFIC SIGNAL RAILROAD TRACKS RAILROAD SIGNAL RAILROAD SWITCH SATELLITE DISH WETLAND BUFFER SIGN
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Being 7 feet in width and adjoining lot lines, unless otherwise indicated, and being 10 feet in width and adjoining public ways, unless otherwise indicated on this plat.



FIELD CREW	NO.	BY	DATE	REVISION
DRAWN				
CMT				
CHECKED				
DLS				
DATE				
9/25/2025				

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

Dated this 6th day of October, 2025.

Daniel L. Schmidt
Daniel L. Schmidt, PLS
Minnesota License No. 26147
schmidt@sathre.com

ENGINEERS SURVEYORS
DESIGNERS PLANNERS

SATHRE-BERGQUIST, INC.

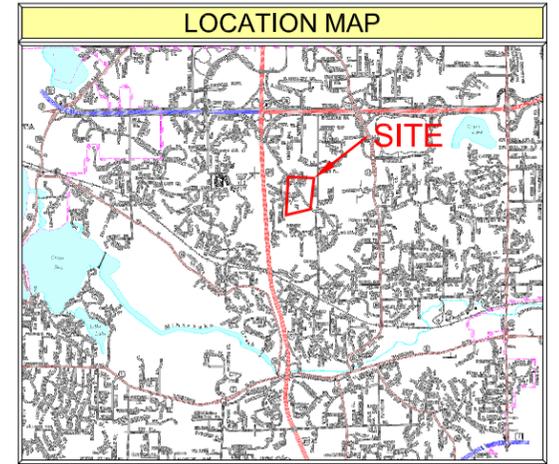
14000 25TH AVENUE NORTH, SUITE 120
PLYMOUTH MN 55447 (952) 476-6000
WWW.SATHRE.COM

TWP-117-RGE-22-SEC-10
Hennepin County

MINNETONKA, MINNESOTA

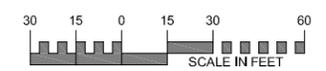
PRELIMINARY PLAT
OAKLAND WOODS ESTATES
PREPARED FOR:
ZEHNDER HOMES, INC.

FILE NO.
99595-160
1
1



Notes:
 Lots: 2 Single Family Lots R-1
 Minimum Lot Area : 22,000 SF
 Minimum Lot Width: 110 at setback
 80' at ROW
 Minimum Lot Depth: 125ft
 Buildable Area: 3,500 SF
 Front Yard Setback: 50'
 Side Yard Setback: 10'/10', 20' Total
 Side Yard Setback Corner Lot: 15'
 Rear Yard Setback: 40'
 50' Setback from Oakland Road Right of Way

SHEET INDEX TABLE	
SHEET	Description
01	Site Plan
02	Final Utility Plan
03	Final Grading Plan
04	Steep Slope Plan
05	Final Erosion Control Plan
06	Existing Conditions
07-08	Tree Survey



EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISION
2203 OAKLAND	1	CAW	9/24/2025	REVISE BASINS - REVISE NAME
DRAWN	2	CAW/CJT	10/24/2025	CITY COMMENTS
CHECKED				
DATE				
10/19/23				

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Charles A. Wiemerslage
 CHARLES A. WIEMERSLAGE, P.E.
 Date: 07/31/24 Lic. No. 49180

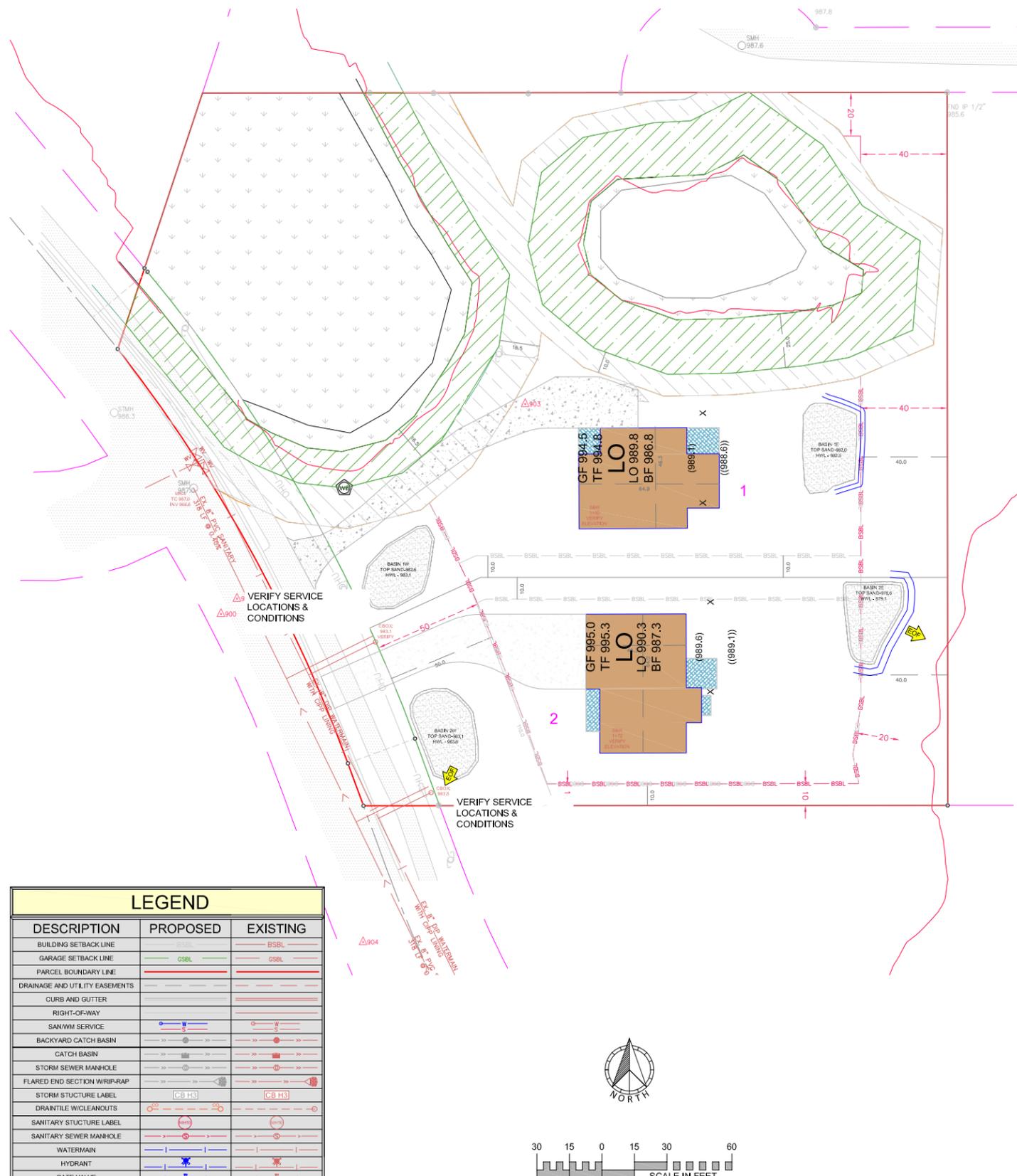
SATHRE-BERGQUIST, INC.
 14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.

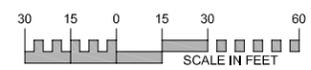
 MINNETONKA,
 MINNESOTA

SITE PLAN
 OAKLAND WOODS ESTATES
 ZEHNDER HOMES, INC

FILE NO.
 ref: 60280-001
 99595-160
 01
 8



LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE	PSBL	PSBL
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SAN/WM SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRIP-RAP		
STORM STRUCTURE LABEL	(CB H)	(CB H)
DRAIN TILE W/CLEANOUTS		
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		



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DRAWING NAME	NO.	BY	DATE	REVISION
2203 OAKLAND	1	CAW	9/24/2025	REVISE BASINS - REVISE NAME
	2	CAW/CJT	10/24/2025	CITY COMMENTS
DRAWN				
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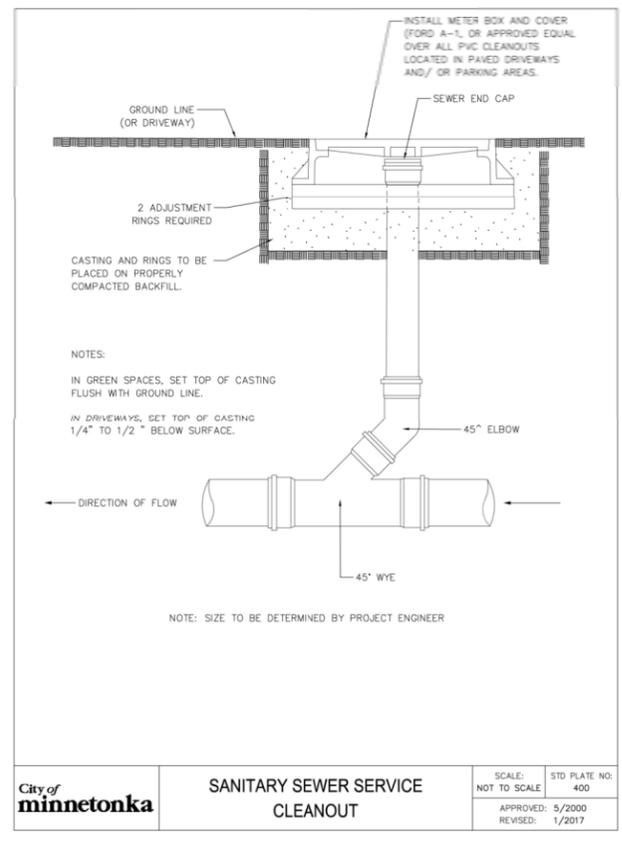
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ENGINEERS SURVEYORS
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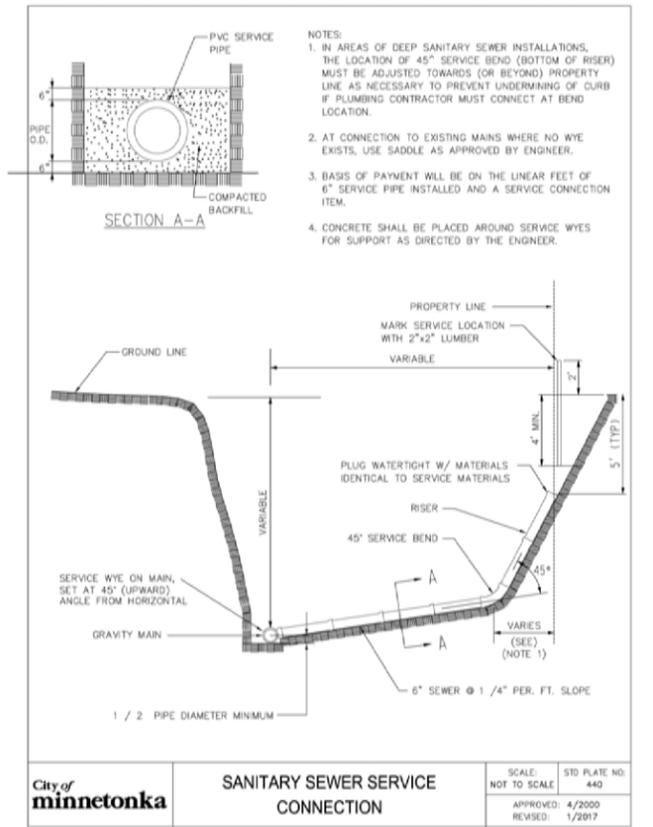
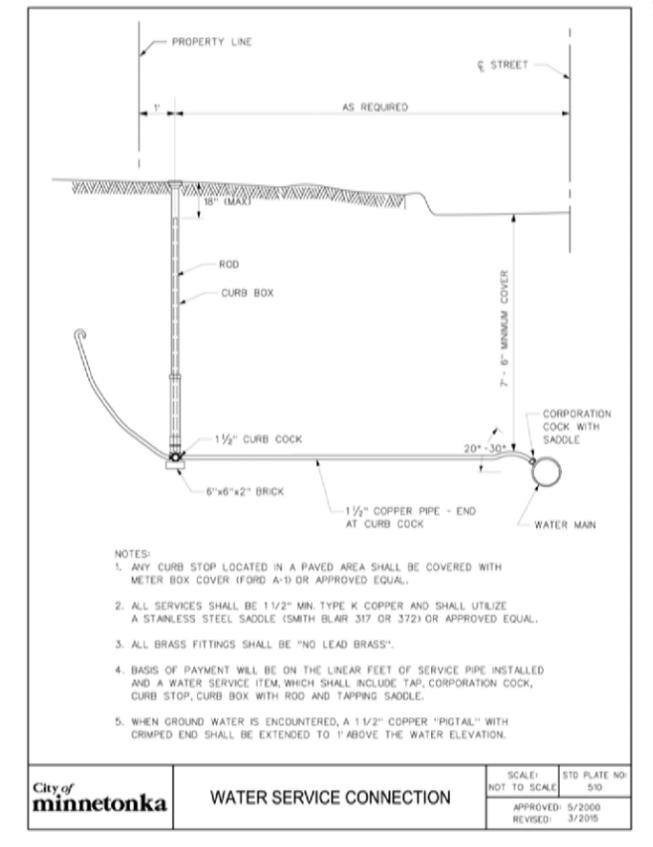
CITY PROJECT NO. ---
 MINNETONKA, MINNESOTA

FINAL UTILITY PLAN
OAKLAND WOODS ESTATES
ZEHNDER HOMES, INC

FILE NO. ref: 60280-001 99595-160
 02
 8



- NOTES:
- EXISTING SERVICES TO BE REUSED AS APPROPRIATE.
 - CONTRACTOR SHALL VERIFY LOCATIONS, ELEVATIONS & CONDITION OF ALL EXISTING SERVICES. - REMOVE AND REPLACE AS NECESSARY PRIOR TO CONNECTION
 - REPLACEMENT SERVICES (IF NEEDED) SHALL BE
 SANITARY: 6" PVC SDR26 AND RISER TO BE SDR 26.
 WATER TO BE 1.5" COPPER - MAINTAIN 7.5FT COVER.
 ONE CONTIGUOUS PIECE, NO JOINTS OR SPLICING ALLOWED IN ROW
 **REMOVE & REPLACE STREET IN KIND AS NECESSARY FOR NEW SERVICES CONNECTIONS AS NEEDED. SHOULD EXISTING SERVICE BE REMOVED, REMOVE BACK TO MAIN - CORP STOP SHALL BE SHUT OFF AT MAIN PRIOR TO TAPPING NEW SERVICE.
 - CURB BOXES TO HAVE EXTENSION RODS TO CURB STOP.
 - ALL SEWER SERVICES ARE LOCATED 3' DOWNSTREAM OF WATER SERVICES.
 - THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, VERIFY EXISTING INVERT LOC. & ELEV. AND NOTIFY THE OWNER OF ANY DIFFERENCES. PRIOR TO BEGINNING CONSTRUCTION
 - UNLESS OTHERWISE NOTED, OR AS SPECIFIED IN THE ABOVE NOTE, ALL MATERIALS, CONSTRUCTION TECHNIQUES AND TESTING SHALL CONFORM TO THE 1999 ED. OF THE "STANDARD UTILITIES SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION BY THE CITY ENGINEERING ASSOCIATION OF MINN." AND TO THE "STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION" MINN. DEPT. OF TRANS., 2000 EDITION, INCLUDING THE CURRENT ADDENDUM.
 - WATER SERVICE TO HAVE CURB STOP & BOX INSTALLED PER DETAIL 510.
 - CONNECT TO WATERMAIN WITH CORPORATION STOP AND TAPPING SADDLE PER CITY OF MINNETONKA SPECIAL PROVISIONS - SEE 2504 WATER MAIN - 2611.2D .
 - CORPORATIONS MUELLER H15000 OR FORD F 600 SADDLES SMITH-BLAIR 315 OR 317
 - BASED ON 2016 STREET CONSTRUCTION PROJECT EXISTING WATERMAIN IS 8" DIPS SDR 9 HDPE - VERIFY AS NEEDED
 - ALL STORM WATER BMPs SHALL BE HAVE D&U CREATED AND RECORDED TO ENCOMPASS ENTIRE FEATURE UPON FINAL CONSTRUCTION - SIZE AND LOCATION TO BE BASED ON CUSTOM HOME DESIGN



SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP-RAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE (PRE CONSTRUCTION)		
SILT FENCE (POST CONSTRUCTION)		
SPOT ELEVATION		
T&C SPOT ELEVATION		

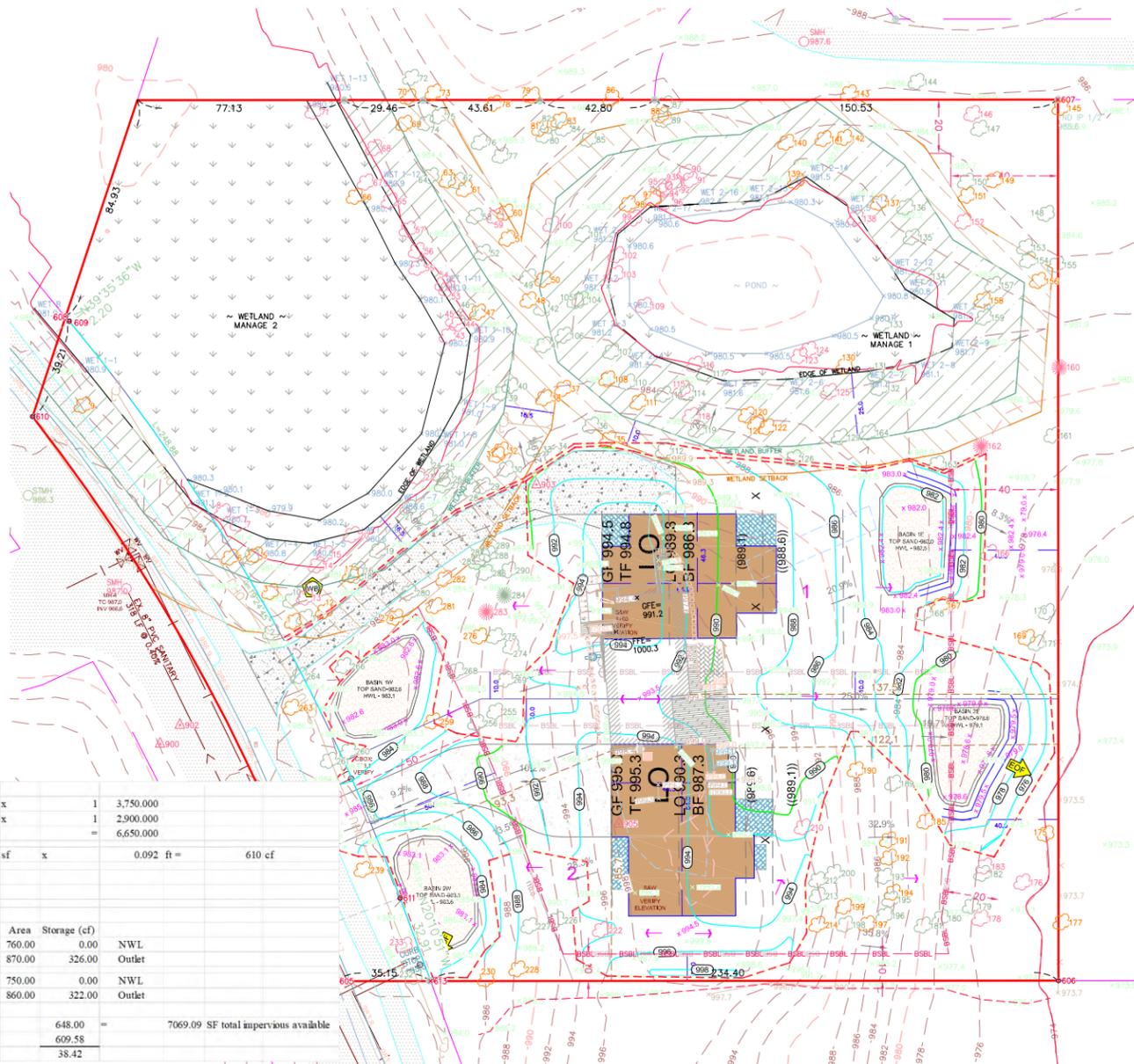
- GENERAL NOTES:**
- THE GRADING CONTRACTOR IS RESPONSIBLE FOR ALL STORM WATER INSPECTIONS ACCORDING TO THE MPCA STORM WATER PERMIT. THIS INCLUDES BOTH WEEKLY INSPECTIONS AND INSPECTIONS DONE AFTER A 0.5" RAIN EVENT. A COPY OF THE INSPECTION REPORT MUST BE EMAILED TO THE ENGINEER AND DEVELOPER ON A WEEKLY BASIS.
 - THE CONTRACTOR SHALL PLACE INLET PROTECTION DEVICES IN ACCORDANCE WITH THE CITY OF MINNETONKA DETAIL. FOR ALL STORM SEWER INLETS AND MAINTAIN THEM AS AN EFFECTIVE SILT CONTROL DEVICE. INLET PROTECTION SHALL BE REMOVED WHEN RESTORATION HAS BEEN ESTABLISHED.
 - ALL RETAINING WALLS WILL REQUIRE A STRUCTURAL DESIGN, A BUILDING PERMIT & A FINAL INSPECTION REPORT.
 - A 1'-2" CRUSHED ROCK ENTRANCE BERM SHALL BE PLACED AT THE SITE ENTRANCE, TO REPLACE SILT FENCE, AND MINIMIZE EROSION ON TO THE STREETS. THE ROCK BERMS SHALL BE THE WIDTH OF THE ENTRANCE AND 2 FEET HIGH WITH 4:1 SLOPES. (SEE DETAIL).
 - THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM THE BUILDING PAD AND STREET AREAS THROUGHOUT CONSTRUCTION.
 - THE CONTRACTOR SHALL ATTEMPT TO PREVENT SOIL MATERIALS FROM LEAVING THE SITE BY EROSION AND VEHICLE WHEEL TRACKING. HE SHALL BE RESPONSIBLE FOR CLEANING OF STREET, BOULEVARD AND UTILITY FACILITIES THAT RECEIVE ANY ERODED OR TRACKED SOIL MATERIAL OR OTHER CONSTRUCTION DEBRIS OR MATERIAL.
 - EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.
 - BUILDING PADS ARE 60" DEEP. UNLESS OTHERWISE NOTED, THE FRONT AND REAR BUILDING PAD LINES ARE SHOWN ON THE PLAN. THE ENGINEER SHOULD BE CONTACTED IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING BUILDING PADS. REAR PAD ELEVATIONS SHOULD BE ESTABLISHED BASED OFF THE 2:1 SLOPE FROM THE 26" FLAT BENCH, OR AT MOST 50' BEHIND FRONT OF PAD.
 - STAKING OFF AND MARKING OF PROPOSED INFILTRATION FACILITIES TO PREVENT SOIL COMPACTION BY HEAVY EQUIPMENT, STOCKPILING OF MATERIALS, AND TRAFFIC. IF INFILTRATION FACILITIES ARE IN PLACE DURING CONSTRUCTION ACTIVITIES, BEST PRACTICES MUST BE DEPLOYED TO PREVENT SEDIMENT AND OTHER MATERIAL FROM ENTERING THE PRACTICE(S). INFILTRATION FACILITIES MUST NOT BE EXCAVATED TO WITHIN 3FT OF FINAL GRADE UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN CONSTRUCTED AND FULLY STABILIZED. ANY ACCUMULATED SEDIMENT IN AN INFILTRATION FACILITY MUST BE REMOVED IN A MANNER THAT PREVENTS COMPACTION OF THE FACILITY BOTTOM. TO PROVIDE A WELL-AERATED, HIGHLY POROUS SURFACE, THE SOILS BELOW AN INFILTRATION PRACTICE MUST BE LOOSENEED TO A MINIMUM OF 18 INCHES PRIOR TO INSTALLATION OR PLANTING.
 - ALL DISTURBED AREAS MUST BE STABILIZED WITHIN 7 CALENDAR DAYS AFTER LAND-DISTURBING WORK HAS TEMPORARILY OR PERMANENTLY CEASED ON A PROPERTY THAT DRAINS TO AN IMPAIRED WATER, WITHIN 14 DAYS OTHERWISE.
 - CONSTRUCTION SHOULD INCLUDE MINIMIZATION OF THE DISTURBANCE INTENSITY AND DURATION, INCLUDING PHASING OF DISTURBANCE TO MINIMIZE QUANTITY OF DISTURBED AREA AT ANY ONE TIME.
 - SOILS SURFACES COMPACTED DURING CONSTRUCTION & REMAINING PVIOUS UPON COMPLETION OF CONSTRUCTION MUST BE DECOMPACTED TO ACHIEVE:
 - A SOIL COMPACTION TESTING PRESSURE OF LESS THAN 1,400KPA OR 200PSI IN THE UPPER 12" OF SOIL OR;
 - A BULK DENSITY OF LESS THAN 1.46 G/CC OR 87 LB/FT³ IN THE UPPER 12" OF SOIL
 IN ADDITION, UTILITIES, TREE ROOTS, AND OTHER EXISTING VEGETATION MUST BE PROTECTED UNTIL FINAL REVEGETATION OR OTHER STABILIZATION OF THE SITE.
 - PROTECTION OF NATURAL TOPOGRAPHY AND SOILS CONDITIONS, INCLUDED RETENTION ON SITE OF NATIVE TOPSOIL TO THE GREATEST EXTENT POSSIBLE PER RULE C SUBSECTION 3.1A)
 - THE PERMITTEE WILL INSPECT ALL EROSION PREVENTION AND SEDIMENT CONTROL FACILITIES AND SOIL STABILIZATION MEASURES TO ENSURE INTEGRITY & EFFECTIVENESS. THE PERMITTEE WILL REPAIR, REPLACE OR SUPPLEMENT ALL NON FUNCTIONAL BMPs WITH FUNCTIONAL BMPs WITHIN 48HRS OF DISCOVERY & PRIOR TO THE NEXT PRECIPITATION EVENT UNLESS ADVERSE CONDITIONS PRECLUDE ACCESS TO THE RELEVANT AREA OF THE SITE. IN WHICH CASE THE REPAIR MUST BE COMPLETED AS SOON AS CONDITIONS ALLOW. WHEN ACTIVE LAND-DISTURBING ACTIVITIES ARE NOT UNDERWAY THE PERMITTEE WILL PERFORM THESE RESPONSIBILITIES AT LEAST WEEKLY UNTIL VEGETATIVE COVER IS ESTABLISHED. THE PERMITTEE WILL MAINTAIN A LOG OF ACTIVITIES UNDER THIS SECTION FOR INSPECTION BY THE DISTRICT ON REQUEST.

Construction Sequencing

- Delineate the location of areas not to be disturbed before work begins.
- Establish sediment control practices on all down gradient perimeters before any up gradient land disturbing activities begin. These practices shall remain in place until final stabilization has been established.
- Install all perimeter sediment control devices and construction entrances. The timing of installation of sediment control practices may be adjusted in order to accommodate short-term activities, but sediment control practices must be installed before the next precipitation event even if the short-term activity is not complete.
- Contact the City for approval of the sediment control devices.
- Perform all removes of existing structures, utilities, septic systems, wells, etc.
- Rough grade the site.
- Install utilities.
- Install pavements.
- Install lawn and landscape & soil amendments.
- Restore all disturbed areas.
- Clean all storm sewer and conveyance systems.
- After all disturbed areas are stabilized, obtain approval from the City and/or Watershed District.
- Remove all temporary sediment control devices.

CONSTRUCTION NOTES

- INSTALL SILT FENCE AS SHOWN ON PLAN, AS REQUIRED BY THE CITY OF MINNETONKA OR DIRECTED BY THE ENGINEER.
- INSPECT SILT FENCE, AND ROCK ENTRANCE BERM AFTER ALL RAINFALL EVENTS AS REQUIRED BY THE NPDES PERMIT.
- PADS 3:1 MAX.
- RESTORATION - 1.0 ACRES
 - RESTORE ALL DISTURBED AREAS WITH MIN 6" OF TOPSOIL, OR EXISTING ON-SITE ORGANIC MTRL.
 - SEED POND SLOPES AND DETENTION AREAS WITH MNDOT 310 OR BWSR P8 SEED MIX AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE. SEED WETLAND BUFFER AREAS WITH MNDOT 350-MESIC PRAIRIE (36.5 PLS LBS/AC) OR BWSR 35-241 SEED MIX AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE. (REFER TO WETLAND CREATION/BANKING PLAN FOR WETLAND SEED MIX REQUIREMENTS).
 - SEED ALL OTHER DISTURBED AREAS WITH RESIDENTIAL TURN 270 AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE. (UNLESS OTHERWISE NOTED)
 - ONLY PHOSPHOROUS FREE FERTILIZER IS TO BE USED ON SITE.
 - MULCH WITH TYPE 1 AT A RATE OF 2 TONS/ACRE AND DISC ANCHOR IMMEDIATELY AFTER PLACEMENT. USE WOODFIBER BLANKET ON ALL SLOPES 3:1 (FT) OR GREATER.
 - MAINTAIN ALL SILT FENCE UNTIL TURF HAS BEEN ESTABLISHED.
 - RESTORATION WORK WILL BE COMPLETED WITHIN 72 HOURS OF GRADING COMPLETION.
 - ALL WETLAND BUFFERS AND FULL CONSERVATION EASEMENT SHALL BE FULLY ESTABLISHED IN NATIVE VEGETATION BY A QUALIFIED RESTORATION COMPANY. NO TURF OR LAWN MAINTENANCE ACTIVITIES ARE ALLOWED WITHIN THE BUFFER AREAS. ANY EROSION BLANKET INSIDE THE CONSERVATION EASEMENT MUST BE FULLY BIODEGRADABLE SUCH AS S318D OR S328D.
- GRADE BACK 1:1 - 3' FROM FACE OF ALL RETAINING WALLS
- SILT FENCE - BEFORE GRADING - 1,400 LF
AFTER GRADING - 180 LF
- TOPSOIL SHALL BE STOCKPILED AND SAVED FOR RESPAE AFTER CONSTRUCTION IS COMPLETE. ALL DISTURBED AREAS SHALL BE RESTORED WITH TOPSOIL MEETING RPBCWD'S DEFINITION (INCLUDING AT LEAST 5% ORGANIC MATERIAL).
- ALL STORM WATER BMPs SHALL HAVE D&U CREATED AND RECORDED TO ENCOMPASS ENTIRE FEATURE UPON FINAL CONSTRUCTION - SIZE AND LOCATION TO BE BASED ON CUSTOM HOME DESIGN

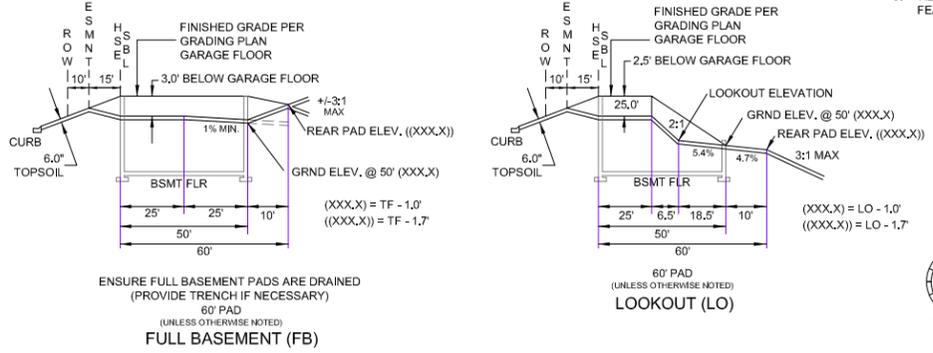


Lot 1					
Home Size (s.f.)	3750 x	1	3,750.000		
Driveway size (s.f.)	2900 x	1	2,900.000		
			=	6,650.000	
Abstraction Volume Required (AV) =	6,650 sf	x	0.092 ft =	610 cf	
VOLUME CONTROL ACHIEVED:					
Infiltration Basins					
AV=Vol below Overflow					
	Elev	Area	Storage (cf)	NWL	
Basin 1E	982.00	760.00	0.00	NWL	
	982.40	870.00	326.00	Outlet	
Basin 1W	982.60	750.00	0.00	NWL	
	983.00	860.00	322.00	Outlet	
TOTAL Lot 1 VOLUME CONTROL					
Infiltration volume provided	=	648.00	=	7069.09 SF total impervious available	
Required Volume	=	609.58			
Excess Volume Provided	=	38.42			

Note:
Each homesite will be designed with a custom house to fit the lot. Therefore each builder will need to design the stormwater treatment system to meet the requirements of the City and Watershed (rainwater gardens) and/or chamber systems). The landscaping plan will also need to address the tree replacement requirements, so each builder will need to submit a certificate of survey, stormwater management plan, retaining wall design and structural analysis, and a detailed landscaping plan.

Stormwater BMPs shown are for general reference only to illustrate feasibility.

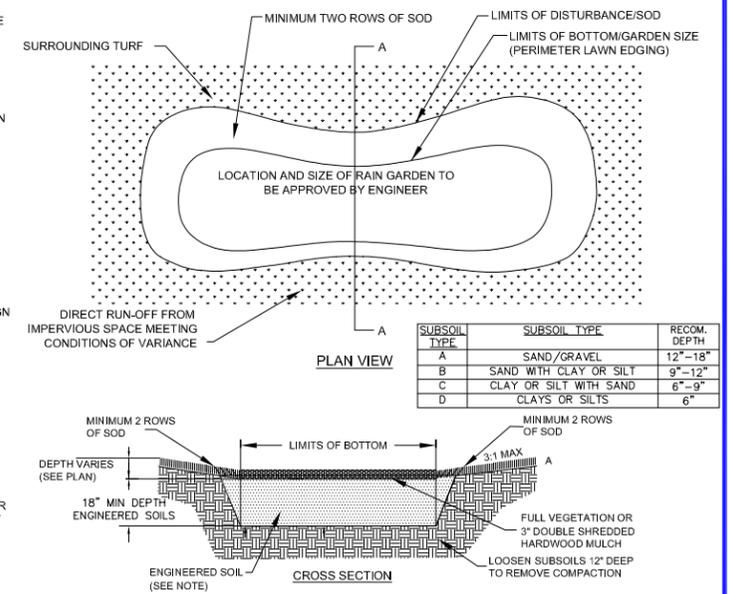
Lot 2					
Home Size (s.f.)	3750 x	1	3,750.000		
Driveway size (s.f.)	2900 x	1	2,900.000		
			=	6,650.000	
Abstraction Volume Required (AV) =	6,650 sf	x	0.092 ft =	610 cf	
VOLUME CONTROL ACHIEVED:					
Infiltration Basins					
AV=Vol below Overflow					
	Elev	Area	Storage (cf)	NWL	
Basin 2E	978.60	695.00	0.00	NWL	
	979.00	800.00	299.00	Outlet	
Basin 2W	983.10	855.00	0.00	NWL	
	983.50	990.00	369.00	Outlet	
TOTAL Lot 2 VOLUME CONTROL					
Infiltration volume provided	=	668.00	=	7287.27 SF total impervious available	
Required Volume	=	609.58			
Excess Volume Provided	=	58.42			



- NOTES:**
- GRADE (XXX.X) BEHIND EACH HOMESITE IS THE PROPOSED TOP OF TOPSOIL. SUBGRADE SHALL BE DOWN 0.50 FEET.
 - ESTABLISH FINISH GRADE TO ALL 10' FRONT YARD UTILITY EASEMENT LOCATIONS.
 - THESE DETAILS REFERENCE A 4" POURED FOUNDATION WALL (8.7 TF TO BF)

ENGINEERED SOIL
TOP 6" OF RAIN GARDEN SHALL BE ENGINEERED SOILS. USE ON SITE SOILS FOR THE REMAINING 12" PROVIDED THAT SAND SEEM IS INTERSECTED WHEN BASIN IS CONSTRUCTED. SHOULD SAND SEEM NOT BE FOUND THEN THE ENGINEERED SOILS LISTED BELOW SHALL BE USED. (DCSWCD MIX B)
80% COARSE-WASHED SAND (MNDOT 3126)
20% LEAF-LITTER COMPOST (ORGANIC, GRADE 2, MNDOT 3890) NO TOPSOIL OR ON-SITE SOILS MAY BE USED IN ENGINEERED SOIL MIX UNLESS APPROVED BY THE ENGINEER. 3 RING INFILTRATOR FOR TESTING AND INFILTRATION TEST ON ENGINEERED SOILS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.

NOTE:
RAIN GARDEN VEGETATION SHALL BE GARDEN VARIETY PERENNIALS, SHRUBS, OR NATIVE PLANTS FROM A CONTAINER (PLUG TO HALF GALLON SIZE) PLACED ACCORDING TO RECOMMENDED PLANT SPACING REQUIREMENTS OR AS APPROVED BY THE ENGINEER.



- NOTES:**
- FINAL GRADE AND MULCHING SHALL BE DONE BY HAND.
 - NO EQUIPMENT WILL BE ALLOWED ON THE RAIN GARDEN AFTER EXCAVATION BEGINS.
 - PERIMETER EROSION CONTROL SHALL BE INSTALLED AND REMAIN IN PLACE UNTIL TURF IS ESTABLISHED AROUND RAIN GARDEN.
 - OWNER IS RESPONSIBLE FOR NOTIFYING ENGINEER FOR INSPECTION OF RAIN GARDEN FOR:
 - FINALIZING RAIN GARDEN SIZE AND LOCATION.
 - OBSERVATION OF EXCAVATION AND SCARIFYING OF SUBSOIL.
 - APPROVAL TO BACKFILL WITH ENGINEERED SOILS.
 - FINAL INSPECTION WITH MULCH AND PLANTS INSTALLED.

DRAWING NAME	NO.	BY	DATE	REVISION
2203 OAKLAND	1	CAW	9/24/2025	REVISE BASINS - REVISE NAME
DRAWN	2	CAW/CJT	10/24/2025	CITY COMMENTS
CAW				
CHECKED				
CAW				
DATE				
10/19/23				

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Charles A. Wiemerslage
CHARLES A. WIEMERSLAGE, P.E.
Date: 07/31/24 Lic. No. 49180

SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

ENGINEERS SURVEYORS DESIGNERS PLANNERS

CITY PROJECT NO. ---

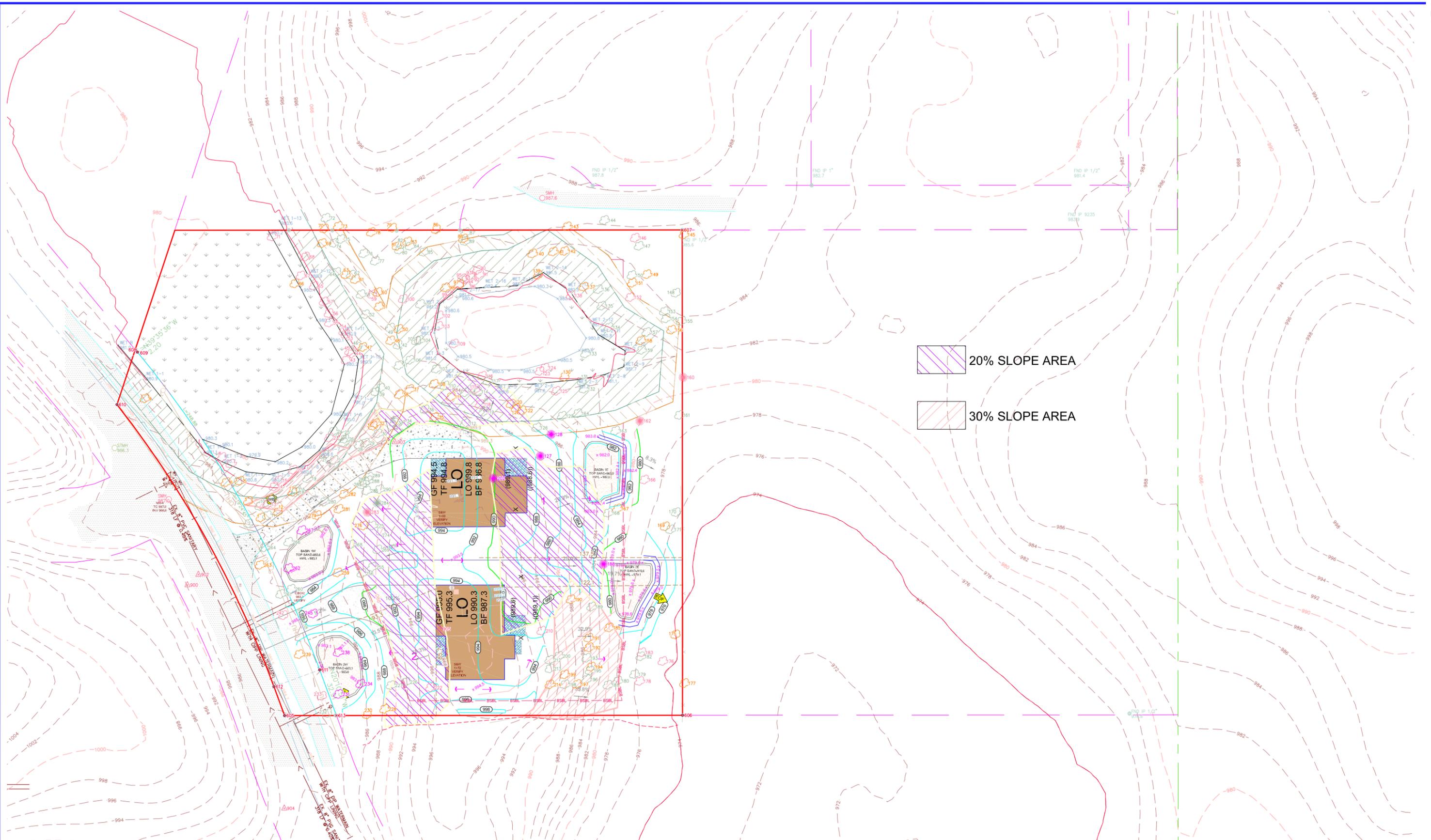
MINNETONKA, MINNESOTA

FINAL GRADING PLAN
OAKLAND WOODS ESTATES
ZEHNDER HOMES, INC

FILE NO. ref: 60280-001 99595-160

03

8



 20% SLOPE AREA

 30% SLOPE AREA

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISION
2203 OAKLAND	1	CAW	9/24/2025	REVISION
	2	CAW/CJT	10/24/2025	REVISE BASINS - REVISE NAME
DRAWN				CITY COMMENTS
CHECKED				
DATE				
10/19/23				

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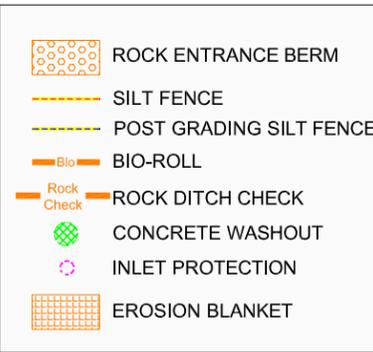
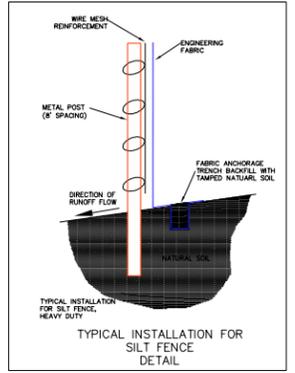
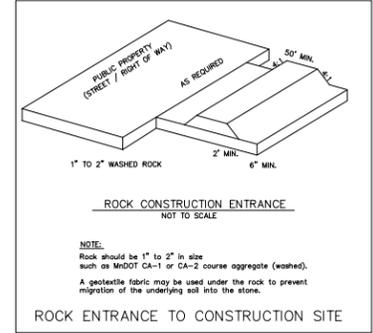
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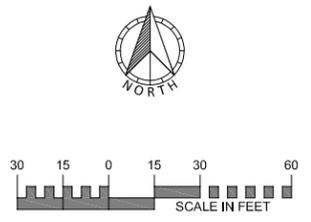
MINNETONKA, MINNESOTA

STEEP SLOPE PLAN
OAKLAND WOODS ESTATES
ZEHNDER HOMES, INC

FILE NO.
 ref: 60280-001
 99595-160
04
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SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WHIP-RAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE -PRE CONSTRUCTION		
SILT FENCE -POST CONSTRUCTION		
SPOT ELEVATION		
TBC SPOT ELEVATION		



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DRAWING NAME	NO.	BY	DATE	REVISION
2203 OAKLAND	1	CAW	9/24/2025	REVISION BASINS - REVISE NAME
	2	CAW/CJT	10/24/2025	CITY COMMENTS
DRAWN		CAW		
CHECKED		CAW		
DATE				
10/19/23				

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ENGINEERS SURVEYORS
 DESIGNERS PLANNERS

SATHRE-BERGQUIST, INC.
 14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.

MINNETONKA,
 MINNESOTA

FINAL EROSION CONTROL PLAN

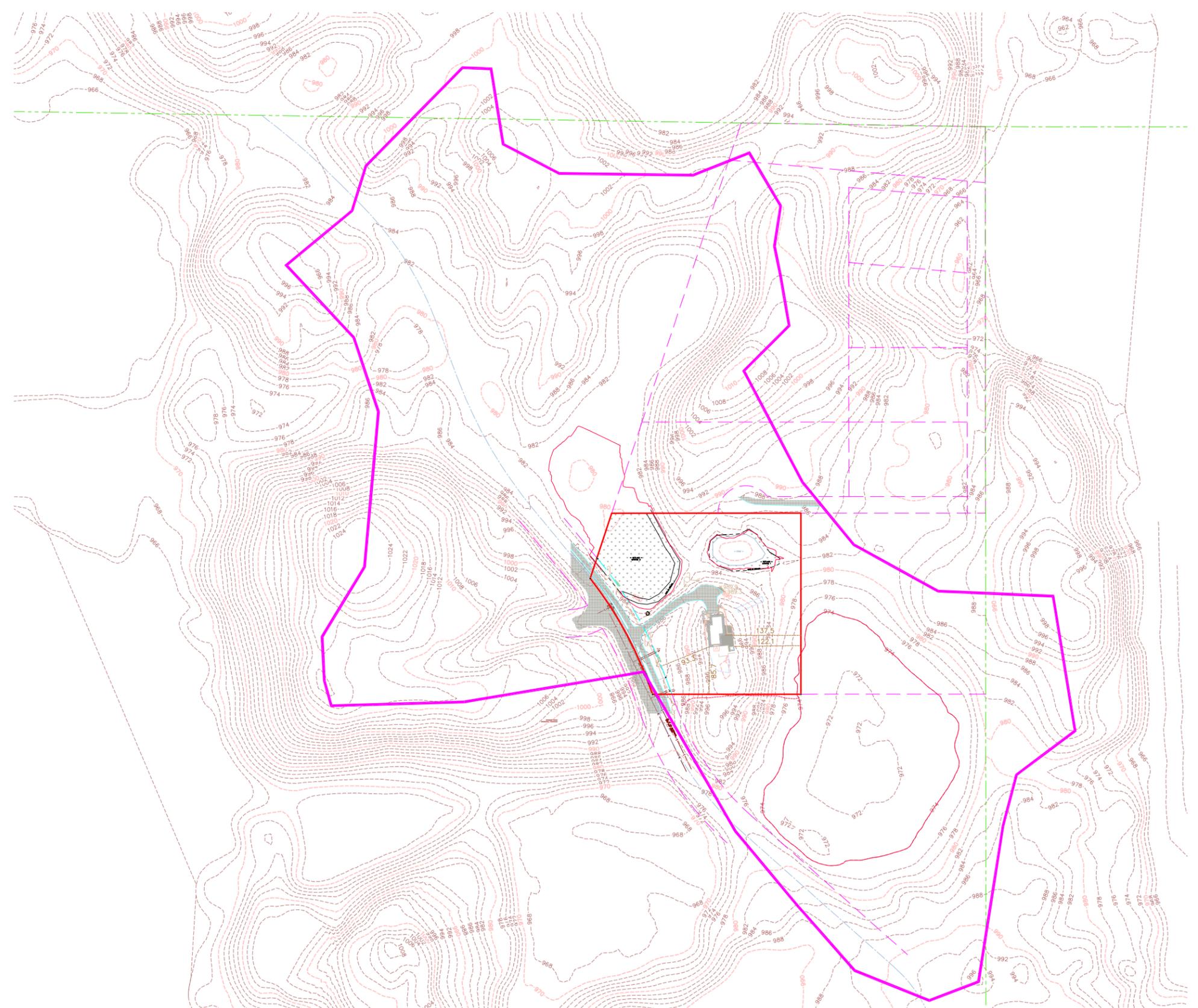
OAKLAND WOODS ESTATES

ZEHNDER HOMES, INC

FILE NO.
 ref: 60280-001
 99595-160

05

8



SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAPRAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE (PRE CONSTRUCTION)		
SILT FENCE (POST CONSTRUCTION)		
SPOT ELEVATION		
TBC SPOT ELEVATION		

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2203 OAKLAND	1	CAW	9/24/2025	REVISE BASINS - REVISE NAME
DRAWN	2	CAW/CJT	10/24/2025	CITY COMMENTS
CAW				
CHECKED				
CAW				
DATE				
10/19/23				

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SATHRE-BERGQUIST, INC.
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CITY PROJECT NO.

MINNETONKA,
 MINNESOTA

EXISTING CONDITIONS

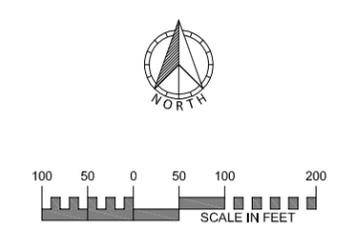
OAKLAND WOODS ESTATES

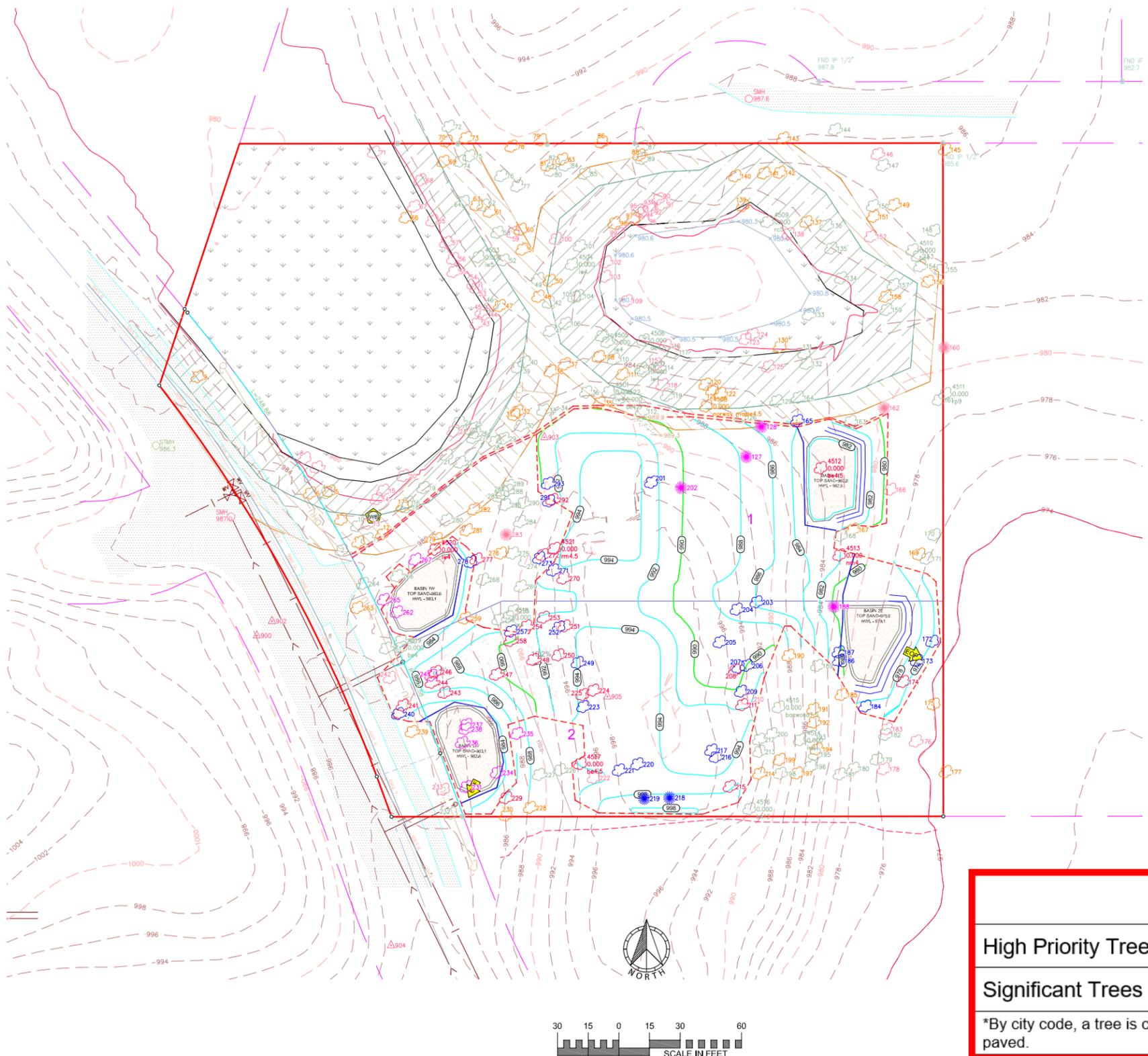
ZEHNDER HOMES, INC

FILE NO.
 ref: 60280-001
 99595-160

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- NON SIGNIFICANT TREE SAVED
- NON SIGNIFICANT TREE REMOVED
- SIGNIFICANT TREE SAVED
- SIGNIFICANT TREE REMOVED
- HIGH PRIORITY TREE SAVED
- HIGH PRIORITY TREE REMOVED

Total Trees	314		
Trees NOT Regulated by Ordinance	66		
Trees Regulated by Ordinance	248		
High Priority Trees	98.0		
Allowable Removals (35%)	34	Removed	29
Significant Trees	150.0		
Allowable Removals (50%)	75	Removed	27

Staff Field-Inspection Findings

	Existing Trees	Removal allowed by Code*	Removal based on Plans*
High Priority Trees	104	36 trees = 35%	31 trees = 29.8%
Significant Trees	129	64 trees = 50%	26 trees = 20.1%

*By city code, a tree is considered removed if 30 percent or more of the critical root zone is compacted, cut, filled, or paved.

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2203 OAKLAND	1	CAW	9/24/2025	REVISE BASINS - REVISE NAME
	2	CAW/CJT	10/24/2025	CITY COMMENTS
	3	CAW	12/3/2025	UPDATE TREE SURVEY

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 14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.

 MINNETONKA,
 MINNESOTA

TREE SURVEY
 OAKLAND WOODS ESTATES
 ZEHNDER HOMES, INC

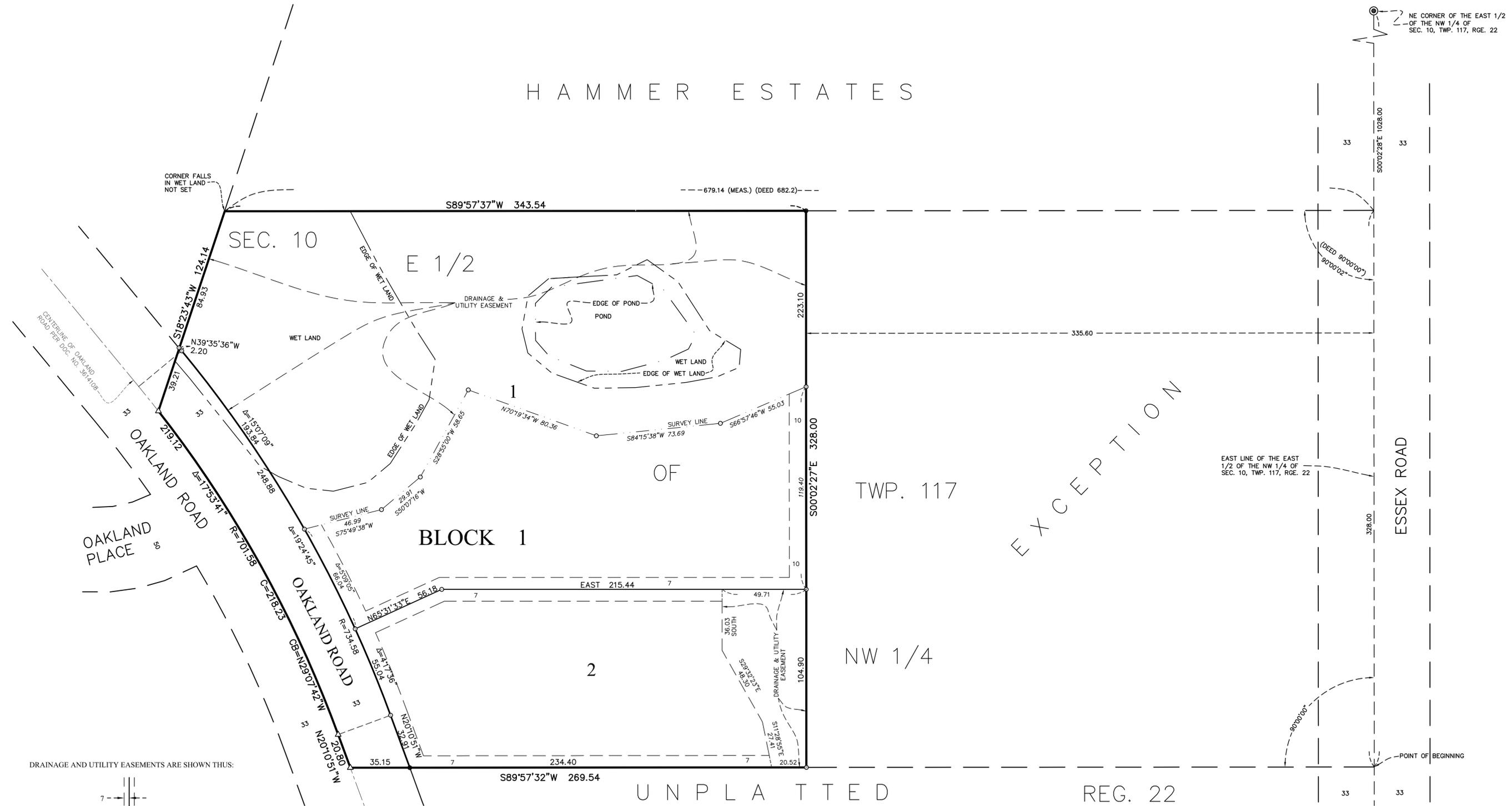
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Tree #	Species	DBH	Height	Saved Sig	Removed Sig	Saved HP	Removed HP	Notes	Tree #	Species	DBH	Height	Saved Sig	Removed Sig	Saved HP	Removed HP	Notes	Tree #	Species	DBH	Height	Saved Sig	Removed Sig	Saved HP	Removed HP	Notes	Tree #	Species	DBH	Height	Saved Sig	Removed Sig	Saved HP	Removed HP	Notes
1	Basswood	14.0				1		topped	81	Oak, red	24.0				1			163	Basswood	7.5							244	Boxelder	6.0						
2	Maple, silver	11.0		1				topped	82	Ironwood	5.0		1					164	Cherry, black	7.5							245	Ash, green	5.5						EAB
3	Ironwood	9.5				1		1 stem dead	83	Oak, white	16.0				1			165	Basswood	15.0							246	Boxelder	6.0			1			
4	Ironwood	4.0		1					84	Ironwood	5.0		1					166	Maple, Norway	21.0							247	Boxelder	4.0			1			
5	Ironwood	20.5				1			85	Ironwood	9.0		1					167	Oak, white	30.0							248	Boxelder	7.5			1			
6	Boxelder	19.5				1			86	Ironwood	13.0				1			168	Boxelder	8.5							249	Ironwood	16.0					1	
7	Ash, green	4.0						EAB	87	Basswood	10.0		1					169	Boxelder	15.5							250	Ironwood	7.5			1			
8	Ash, green	5.0						EAB	88	Basswood	18.0				1				170	Boxelder	5.0						251	Ironwood	5.5			1			
9	Willow	37.0				1			89	Basswood	6.0		1						171	Boxelder	4.0						252	Oak, white	16.5			1			
10	Ironwood	4.5		1					90	Ash, green	5.0								172	Maple, Norway	16.0						253	Ash, green	8.5			1			EAB
11	Ironwood	5.0		1					91	Ash, green	5.5								173	Maple, Norway	14.0						254	Ironwood	4.5			1			
12	Basswood	10.5				1			92	Ash, green	4.5								174	Elm, red	7.0						255	Ironwood	7.5			1			
13	Ash, green	5.0						EAB	93	Ash, green	5.5								175	Maple, Norway	21.0						256	Ironwood	6.0			1			
14	Ash, green	6.5						EAB	94	Ash, black	4.5								176	Ash, green	6.5						257	Cherry, black	11.0					1	
15	Ash, green	13.5						EAB	95	Ash, black	6.0								177	Boxelder	30.0						258	Basswood	8.0			1			
16	Maple, sugar	7.0		1					96	Ash, black	6.5								178	Ash, green	11.5						259	Elm, American	15.0				1		
17	Basswood	11.5				1			97	Redcedar	9.5	20							179	Boxelder	5.5						260	Boxelder	4.5			1			
18	Basswood	5.5		1					98	Redcedar	11.5	20							180	Ironwood	7.0						261	Elm, American	5.0			1			
19	Ironwood	5.0		1					99	Ash, black	7.0								181	Boxelder	10.5						262	Ash, green	26.0						EAB
20	Ash, green	6.0						EAB	100	Ironwood	11.0								182	Basswood	7.0						263	Maple, silver	15.0				1		
21	Basswood	7.0		1					101	Ironwood	6.5		1						183	Basswood	12.0						264	Ironwood	6.0			1			
22	Ironwood	7.0		1					102	Ash, green	22.0								184	Oak, bur	45.0						265	Ash, green	9.0						EAB
23	Ash, green	5.5						EAB	103	Ash, green	5.0								185	Basswood	13.0						266	Oak, red	5.5			1			
24	Elm, American	6.0		1					104	Ironwood	5.5		1						186	Basswood	13.5						267	Ash, green	7.0						EAB
25	Ironwood	5.5		1					105	Ironwood	4.5		1						187	Basswood	19.0						268	Ironwood	6.0			1			
26	Ironwood	6.0		1					106	Ironwood	4.0		1						188	Spruce, white	4.0						269	Elm, American	8.5			1			
27	Ironwood	6.0		1					107	Ironwood	7.0		1						189	Basswood	6.5						270	Maple, sugar	5.5				1		
28	Basswood	5.0		1					108	Maple, sugar	14.0				1				190	Maple, red	17.0						271	Oak, red	30.0					1	
29	Elm, American	7.0		1					109	Ash, green	11.0								191	Cherry, black	13.0						272	Elm, American	4.5				1		
30	Ironwood	5.0		1					110	Basswood	7.5		1						192	Cherry, black	12.5						273	Oak, white	21.0						1
31	Oak, red	25.5				1		basal decay	111	Maple, sugar	13.0				1				193	Maple, Norway	7.5						274	Ironwood	9.0			1			
32	Oak, red	18.5				1			112	Ash, green	4.5		1						194	Basswood	13.5						275	Basswood	4.0			1			
33	Ironwood	5.5		1					113	Maple, sugar	10.0		1						195	Basswood	10.5						276	Oak, red	25.0				1		
34	Elm, American	6.0		1					114	Cherry, black	6.0		1						196	Elm, red	9.5						277	Elm, American	5.5				1		
35	Oak, red	26.5				1		basal wound	115	Cherry, black	8.5								197	Oak, white	29.5						278	Oak, bur	18.5					1	
36	Elm, American	5.0		1					116	Basswood	12.5								198	Ironwood	5.5						279	Basswood	29.5				1		
37	Basswood	12.0				1		cankers	117	Basswood	8.0		1						199	Basswood	13.0						280	Elm, American	7.0			1			
38	Maple, sugar	13.5				1			118	Ash, green	13.0								200	Maple, Norway	7.0						281	Oak, bur	11.0				1		
39	Ironwood	9.0		1					119	Elm, American	9.0		1						201	Maple, Norway	26.0						282	Oak, red	28.0				1		
40	Ironwood	5.5		1					120	Basswood	19.0				1				202	Spruce, white	16.5						283	Arborvitae	5.0						almost dead
41	Ironwood	5.0		1					121	Basswood	24.0				1				203	Oak, white	26.0						284	Arborvitae	5.0	23		1			
42	Ironwood	5.5		1					122	Basswood	22.0				1				204	Oak, white	24.0						285	Elm, American	5.0			1			
43	Ash, green	6.5						EAB	123	Ash, green	8.0								205	Mountainash	11.0						286	Ironwood	4.5			1			
44	Ash, green	9.0						EAB	124	Ash, green	9.5								206	Oak, white	25.5						287	Ash, green	6.0						EAB
45	Ash, green	9.0						EAB	125	Ash, green	6.0								207	Cherry, black	12.0						288	Elm, American	6.0			1			
46	Ironwood	5.5		1					126	Ash, green	4.0		1						208	Cherry, black	9.0						289	Elm, American	8.5			1			
47	Oak, red	24.0				1			127	Spruce, blue	14.5								209	Basswood	15.5						290	Ironwood	5.0			1			
48	Oak, bur	26.0				1			128	Spruce, white	6.0								210	Ash, green	14.0						291	Oak, red	28.5					1	
49	Basswood	8.0		1				cankers	129	Boxelder	7.0		1						211	Basswood	6.0						292	Elm, American	4.5				1		
50	Ironwood	12.0				1			130	Oak, bur	32.0				1				212	Basswood	7.5						293	Oak, red	26.0					1	
51	Oak, red	21.0				1			131	Elm, American	6.0		1						213	Basswood	4.5						4501	Ironwood	4.0			1			
52	Ironwood	5.0		1					132	Ironwood	6.5		1						214	Basswood	12.5						4503	Ironwood	5.0			1			4502 dropped in snow
53	Ash, green	10.5						EAB	133	Elm, American	8.0		1						215	Elm, American	8.5						4504	Ironwood	4.0			1			
54	Ash, green	7.5						EAB	134	Boxelder	8.5		1						216	Oak, white	35.5						4505	Ironwood	4.0			1			
55	Ash, green	7.0						EAB	135	Ironwood	7.0		1						217	Oak, white	32.0						4506	Elm, American	4.5			1			
56	Ash, green	15.5						EAB	136	Elm, American	9.0		1						218	Fir, balsam	8.0	20					4507	Ironwood	4.0			1			
57	Ash, green	5.5						EAB	137	Oak, bur	22.0				1				219	Fir, balsam	8.0	20					4508	Maple, Norway	4.5			1			decay at base
58	Ironwood	5.5		1					138	Ash, black	4.0								220	Oak, white	23.0						4509	Cedar, red	5.0	20		1			excessive lean
59	Basswood	15.5						excessive lean	139	Redcedar	7.0				1				221	Oak, white	29.0						4510	Boxelder	4.0			1			
60	Basswood	11.0				1			140	Oak, bur																									

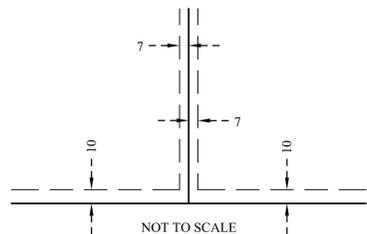
OAKLAND WOODS ESTATES

C.R. DOC. NO. _____

H A M M E R E S T A T E S



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 7 feet in width and adjoining lot lines, unless otherwise indicated, and being 10 feet in width and adjoining public ways, unless otherwise indicated on this plat.



The basis for the bearing system is the east line of the East Half of the Northwest Quarter of Section 10, Township 117, Range 22 and is assumed to bear South 00 degrees 02 minutes 28 seconds East.

- Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 26147
- Denotes a found open 1/2 inch pipe monument, unless shown otherwise.
- ⊙ Denotes a Found Hennepin County Cast-Iron-Monument
- △ Denotes a PK Nail and Washer set and marked by License No. 26147



SATHRE-BERGQUIST, INC.



14600 Minnetonka Blvd. | Minnetonka, MN 55345 | 952-939-8200 | minnetonkamn.gov

To: Planning Commission
From: Susan Thomas, AICP, City Planner
Date: Dec. 18, 2025
Subject: Addenda for the Dec. 18, 2025 Planning Commission meeting

Item 7A **Preliminary and final plats of Oakland Woods Estates, a two-lot subdivision at 2203 Oakland Road.**

Attached are comments that were received after the packet was published

Item 8A **Big River Encore Park Site Plan Review Application**

The agenda packet and materials incorrectly notes that four votes are required to approve a site plan. *Five votes are required to approve a site plan review.*

Comments on Oakland Woods Estates

Thursday, December 18, 2025

Subject	Comments on Oakland Woods Estates
From	Vincent Plansky
To	Bria Adelman
Sent	Thursday, December 18, 2025 3:00 PM

From: Vincent Plansky 2028 Essex Rd

Comments on proposed development of Oakland Woods Estates

1. Proposed plan will disrupt the nature of the existing landscape. Existing property is not suitable for a subdivision requiring major excavation and sitework. Please reconsider proposed subdivision. The property is only suitable for a single dwelling unit. The proposed layout may meet minimum standards but clearly looks like two units are being forced into a space that is only suitable for one. Minimize cut and fill. Minimize soil erosion.
2. Needs more buffer around the wetlands for wildlife protection that heavily relies on this area. Stormwater ponds are an eyesore. Consider fertilizer and salt runoff.
3. Design for 100 year flood events is no longer appropriate because of climate change. City codes should be upgraded. The soil here is mostly clay and probably won't adsorb much.
4. Existing trees provide a noise buffer for Highway 494 traffic noise. Tree removal should be limited to bare minimum. Recommend performing a noise study. The ambient noise increased noticeably after Birdsong was clear cut.
5. Need a traffic impact study. The heavy truck traffic from all the cut and fill operation at Birdsong was highly disruptive. Any property developments should be designed around the natural features of the land instead of maximum density for the sake of profit.
6. Needs a proposed landscaping plan so it doesn't end up looking like Birdsong.

Thanks

Minion moved, second by Brink, to approve the item listed on the consent agenda as recommended in the staff report as follows:

A. Preliminary and final plats of Oakland Woods Estates, a two-lot subdivision, at 2203 Oakland Road.

Recommend that the city council adopt the resolution approving the Oakland Woods Estates preliminary and final plats for a two-lot subdivision at 2203 Oakland Road.

Banks, Brink, Henry, Minion and Maxwell voted yes. Hanson and Waterman were absent. Motion carried and the item on the consent agenda was approved as submitted.

8. Public Hearings

A. Site plan review for a parking lot expansion at 11501 K-Tel Drive.

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

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

In response to Henry's question, Adelman pointed out the proposed basin area and explained how natural resources staff has been working with the Department of Natural Resources to create a plan for the area that would revert to a natural state.

Ryan Mallory, representing Big River Encore Park, the applicant, and Greg Krogstad, CEO of Rainbow Tree Companies, introduced themselves. Mr. Mallory and Mr. Krogstad explained that a long-term lease has been agreed upon. Mr. Mallory explained that some changes needed to be made to the previously approved plan.

Henry asked if the proposal would meet the company's needs. Mr. Krogstad answered affirmatively. The proposal would meet the company's long-term needs.

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

Henry stated that:

- He appreciated the applicant attending the meeting.
- He looks forward to supporting the application.
- He was thankful the company would be able to accommodate its needs and stay in Minnetonka.
- The proposal is thoughtfully planned out.
- He supports staff's recommendation.

Banks stated that:

Resolution No. 2026-

**Resolution approving the preliminary and final plat of
OAKLAND WOODS ESTATES, a two-lot subdivision at 2203 Oakland Road**

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

Section 1. Background.

- 1.01 Zehnder Homes Inc. has requested preliminary and final plat approval for OAKLAND WOODS ESTATES. The property is located at 2203 Oakland Road. It is legally described in Exhibit A of this resolution.
- 1.02 In 2024, the city council approved the OBERG ESTATES preliminary plat, which divided the subject property into two lots. However, the final plat was never approved or recorded, and that approval expired.
- 1.03 On Dec. 18, 2025, 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 approve the plats.

Section 2. General Standards.

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

Section 3. Findings.

- 3.01 The proposed preliminary and final plats meet the design requirements as outlined in City Code §400.030.
- 3.02 The proposal meets the tree protection standards as outlined in City Code §314.01 Subd. 7(b).

Section 4. Council Action.

- 4.01 The above-described preliminary plat and final plats are hereby approved based on the findings of Section 3 of this resolution.
- 4.02 Approval is subject to the conditions outlined in Exhibit B of this resolution.
- 4.03 This approval will be void on Dec. 31, 2026, unless: (1) the final plat has been recorded; or (2) the city has approved a written application for a time extension.

Adopted by the City Council of the City of Minnetonka, Minnesota, on Jan. 12, 2026.

Rebecca Schack, Mayor

Attest:

Becky Koosman, City Clerk

Action on this resolution:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on Jan. 12, 2026.

Becky Koosman, City Clerk

EXHIBIT A

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 117, RANGE 22, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE EAST 1/2 OF SAID NORTHWEST 1/4 DISTANT 1028 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, THENCE NORTH ALONG SAID EAST LINE 328 FEET, THENCE AT A RIGHT ANGLE WEST 682.2 FEET TO AN INTERSECTION WITH A LINE DRAWN SOUTHWESTERLY FROM A POINT IN THE NORTH LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, DISTANT 880 FEET EAST OF THE NORTHWEST CORNER, SAID LINE SO DRAWN DEFLECTS 72 DEGREES 30 MINUTES (FROM WEST TO SOUTH) FROM THE NORTH LINE OF SAID SECTION, THENCE SOUTHWESTERLY ALONG AN EXTENSION OF SAID LINE SO DRAWN TO THE CENTERLINE OF OAKLAND ROAD, THENCE SOUTHEASTERLY ALONG SAID CENTERLINE TO AN INTERSECTION WITH A LINE DRAWN WEST FROM THE POINT OF BEGINNING AND AT RIGHT ANGLES TO THE EAST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, THENCE EAST ALONG LAST SAID RIGHT ANGLE TO THE POINT OF BEGINNING; EXCEPT THE EAST 335.6 FEET THEREOF. SUBJECT TO RIGHTS OF PUBLIC PORTIONS TAKEN FOR PUBLIC ROAD.

EXHIBIT B**CONDITIONS OF APPROVAL
OAKLAND WOODS ESTATES ADDITION
2203 Oakland Road**

The conditions outlined in this exhibit are generally intended to promote public health, safety, and welfare. Specific conditions are also included for the purpose of ensuring orderly and efficient site work, establishing and maintaining effective erosion control and site stabilization, and creating reasonable expectations for the developer and area property owners.

Site Development and Maintenance

Subject to staff approval, the site must be developed and maintained in substantial conformance with the following plans, except as expressly modified by conditions listed in other sections of Exhibit B:

- Site plan, revision date Oct. 24, 2025
- Final utility plan, revision date Oct. 24, 2025
- Final grading plan, revision date Oct. 24, 2025
- Steep slope plan, revision date Oct. 24, 2025
- Final erosion control plan, revision date Oct. 24, 2025
- Tree survey and inventory, revision date Dec. 3, 2025

Release of Final Plat

The final plat will not be released until the following final items are submitted for staff review.

1. A final plat drawing that clearly illustrates the following:
 - All existing easements as confirmed by the title commitment.
 - A minimum 10-foot wide drainage and utility easements adjacent to the public right-of-way(s) and a minimum 7-foot wide drainage and utility easements along all other lot lines.
 - Utility easements over existing or proposed public utilities, as determined by the city engineer.
 - Drainage and utility easements over wetlands, 100-year floodplains, and stormwater management facilities, as determined by the city engineer.
2. A revised final tree survey and inventory, as determined by the natural resource specialist.
3. Documents for the city attorney's review and approval. These documents must be prepared by an attorney knowledgeable in real estate law.

- Title evidence that is current within thirty days before the release of the final plat.
 - A stormwater maintenance agreement in the city-approved format for the review and approval of city staff.
 - Conservation easements over wetlands and required buffers, and a drawing of the easements. The easement may allow the removal of hazardous, diseased, or invasive species. Note: An updated plan site plan must be submitted together with the conservation easement, accurately depicting wetland boundaries as illustrated in the Wetland Conservation Action Notice of Decision. The conservation easement must be developed based on these boundaries.
 - A Contract for Residential Development (Developer's Agreement). This agreement must guarantee that the developer will complete all private improvements and meet all city requirements.
4. The Contract for Residential Development (Developers Agreement) must be recorded in the county land records.
 5. Additional items prior to the release of the final plat:
 - Two sets of mylars for city signatures.
 - An electronic CAD file of the plat in microstation or DXF.
 - Park dedication fee of \$5,000.

Site Development Permit – Application Submittal Requirements

A site development permit is required. This permit will cover tree removal, site grading and installation of private infrastructure – stormwater facilities. Unless authorized by appropriate staff, no site work – including tree removal – may begin until a complete site development permit application has been submitted, reviewed by staff and approved. The following must be submitted for the site development permit application to be considered complete.

1. Electronic plans and specifications submitted through the city's electronic permit and plan review system.
2. Final site plan. The plan must not include all easements.
3. Final grading and drainage plan.
4. Final utility plan.
5. Final stormwater management plan. The plan must demonstrate conformance with the following criteria:

- Rate. Limit peak runoff flow rates to that of existing conditions from the 2-, 10- and 100-year events at all points where stormwater leaves the site.
- Volume. Provide for on-site retention of 1.1 inches of runoff from the entire site's impervious surface.
- Quality. Provide for all runoff to be treated to at least 60 percent total phosphorus annual removal efficiency and 90 percent total suspended solid annual removal efficiency.

In addition:

- All stormwater best management practices must meet a 48-hour drawdown time.
6. Final stormwater pollution prevention plan (SWPPP).
 7. A tree mitigation plan. The plan must meet the ordinance's mitigation requirements. However, at the sole discretion of staff, mitigation may be decreased. Based on the submitted plans, the mitigation requirements would be unclear based upon submitted plans.
 8. A utility exhibit. The exhibit must show only property lines, buildings, sewer, water, storm sewer and stormwater facilities. The exhibit must clearly note which facilities are public and which are private.
 9. A construction management plan. This plan must be in a city-approved format and outline minimum site management practices and penalties for non-compliance.

Site Development Permit – Before Issuance of Permit

The following must be completed before the site development permit is issued.

1. The final plat and all documents required under this resolution must be recorded in the county land records.
2. Submit the following financial guarantees:
 - Individual letters of credit or cash escrow for 125% of a bid cost or 150% of an estimated cost to construct comply with site development permit requirements and to restore the site. One itemized letter of credit is permissible if approved by staff. The city will not fully release the letters of credit or cash escrow until (1) as-built drawings have been submitted; (2) a letter certifying that the stormwater facility has been completed according to the plans approved by the city has been submitted; (3) vegetated ground cover has been established; and (4) any required landscaping or vegetation has survived one full growing season.

3. Install a temporary rock driveway, erosion control, tree and wetland protection fencing and any other measures as identified as the SWPPP for staff inspection. These items must be maintained throughout the course of construction.
4. Submit administrative and engineering fees, as required by ordinance.
5. Hold a preconstruction meeting with site contractors and city planning, engineering, public works and natural resources staff. The meeting may not be held until all items required by approved plans have been submitted, reviewed by staff, and preliminarily approved.
6. Permits may be required from other outside agencies, including, but not limited to, Hennepin County, the Riley-Purgatory Bluff Watershed District, and the MPCA. It is the applicant's and/or property owner's responsibility to obtain any necessary permits.

Building Permit – Before Issuance of the First Building Permit

The following must be completed prior to the issuance of a building permit for the construction of the first house in the OAKLAND WOODS ESTATES ADDITION plat.

1. All sanitary sewer and water utilities must be installed.
2. Submit a letter from the surveyor stating that boundary and lot stakes have been installed as required by ordinance.
3. All unused sanitary sewer and water services must be removed. Sanitary sewer piping must be removed back to the main with the wye being cut out and sleeved. Water service piping must be removed back to the main, and the corporation stop must be turned off.

Building Permit – Before Issuance of All Permits

1. Submit grading and drainage plans for each property. The plans must be in substantial conformance with the plans noted on page 2 of this exhibit, except as expressly modified by conditions listed in other sections of Exhibit B.
2. Submit a construction management plan. This plan must be in a city-approved format and outline minimum site management practices and penalties for non-compliance.
3. Submit a cash escrow in an amount to be determined by city staff at the time of permit application. This escrow must be accompanied by an escrow agreement signed by the builder and submitter of the escrow. Through this document, the builder and submitter of the escrow will acknowledge: (1) the property will be brought into compliance within 48 hours of notification of a violation of the construction management plan, other conditions of approval, or city code standards; and (2) if compliance is not achieved, the city will use any or all of the escrow dollars to correct any erosion and/or grading problems. If the builder is the same entity doing grading work on the site, the cash escrow submitted at the time of the grading permit may fulfill this requirement.

4. Driveway permits are required at the time of each building permit for each individual lot.
5. In addition to required setbacks from property lines, principal structures must be set back 20 feet from 100-year floodplain elevation and have a low floor elevation two feet above said elevation. Similarly, decks and accessory structures not designed for human habitation must be setback 10 feet from the 100-year floodplain elevation and have a low floor elevation of 1.5 feet above said elevation.

Miscellaneous

1. Unless authorized by city staff, no site work – including tree removal – may begin until a the site development permit has been submitted, reviewed by staff, and approved. Site work may then only occur on the site for which the permit was approved.
2. Erosion control plans for site-wide stabilization must be submitted following tree removals and site grading. Unless grading follows within 14 days of tree removal activity ending, two separate plans are required.
3. After site grading, all lots without an approved building permit must be stabilized with ground cover. Exposed soils are permitted on a lot only once a building permit has been approved and issued by the city.
4. This approval does not approve any accessory structures on any lot. Separate permits are required.

**City Council
Agenda Item 11.A
Meeting of January 12, 2026**



Title: Applications for renewed precious metal and secondhand dealer licenses for 2026

Report from: Fiona Golden, Community Development Coordinator

Submitted Through: Julie Wischnack, FAICP, Community Development Director
Erik Nilsson, City Attorney
Mike Funk, City Manager

Presenter: Julie Wischnack, FAICP, Community Development Director

Action Requested: Motion

Form of Action: License

Votes needed: 5 votes

Summary Statement

The city has received three applications for the annual renewal of precious metal and secondhand dealer licenses for 2026.

Recommended Action

Motion to approve the 2026 license renewals for precious metals and secondhand dealers.

Background

Section 610.005 of the city code states the city council finds that pawnbrokers, precious metal dealers, and certain secondhand dealers potentially provide an opportunity for the commission and concealment of crimes. Accordingly, the city code requires that such businesses be licensed and bonded and maintain written records of property received and photographic records of the persons who are selling, trading-in or pawning property items.

The city has received applications for renewed precious metal and secondhand dealer licenses for the following establishments:

- **Best Buy #4 - 13513 Ridgedale Dr**
- **Minnesota Jewelry Buyers - 13100 Wayzata Blvd, Ste. 115**
- **Shane Co. - 11300 Wayzata Blvd, Suite A**

Since the licenses were approved last year, there have been no changes to the ownership structure or day-to-day operations. In staff's opinion, no contacts reported at the establishments warrant denial or postponement of renewed licenses. The police department has no concerns for any entity listed above.

All applicants meet all the requirements of the precious metal dealer/secondhand dealer ordinance. All assessments and other city claims against these establishments, as well as property taxes, are current.

**City Council
Agenda Item 13.A
Meeting of January 12, 2026**



Title: On-sale intoxicating liquor license and Sunday on-sale intoxicating license for Minnetonka BBQ, Inc. dba Famous Dave's BBQ Shack at 14601 State Hwy 7

Report from: Fiona Golden, Community Development Coordinator

Submitted Through: Julie Wischnack, FAICP, Community Development Director
Erik Nilsson, City Attorney
Mike Funk, City Manager

Presenter: Julie Wischnack, FAICP, Community Development Director

Action Requested: Public Hearing and Motion

Form of Action: License

Votes needed: 5 votes

Summary Statement

Minnetonka BBQ, Inc, has submitted an application for on-sale intoxicating licenses for Famous Dave's BBQ Shack. The application is due to a change in ownership from the previous licensee, D & D of Minnesota Inc. The city council is required to hold two public hearings to consider the license and receive public testimony.

Recommended Action

Motion to continue the public hearing from Nov. 24, 2025 and grant the licenses.

Strategic Plan Relatability

N/A

Financial Consideration

No

Background

In Sept. 1997, D & D of Minnesota Inc, was granted on-sale wine and 3.2 malt liquor licenses. In April 2000, D & D of Minnesota Inc., requested their on-sale wine and 3.2 licenses be changed to full on-sale intoxicating and Sunday on-sale licenses. There have been no operational changes in the subsequent 25 years of the establishment.

Business operations

Minnetonka BBQ, Inc., has applied for on-sale intoxicating licenses. The change in ownership requires a new license. Minnetonka BBQ, Inc. is 100% owned by Adam Lehr. Mr. Lehr has 15-plus years of experience in the restaurant industry, including Famous Dave's, Granite City, and Champps. He plans to continue the restaurant's day-to-day operation with no immediate changes to the establishment or hours

of operation. Eric Clements will continue to serve as the full-time general manager of the restaurant, he meets the 75-mile residency requirement outlined in the city code.

Application information and license fees have been submitted. The police department's investigative report on this application is complete and will be forwarded to the council prior to the continued public hearing on Jan. 12, 2026.

ATTACHMENTS:

[Business Information](#)

CEO/ COO, FOOD SERVICE

Leading project teams in successful implementations to meet company goals and objectives.

Analytical, insightful and collaborative business professional in the Food and Hospitality industry, effectively bridging the gap between business and customer service objectives, translating customer needs into business requirements. Analyzes and interprets data to drive business decisions. Works collaboratively across functions and corporate offices to resolve business challenges and warrantee compliance with regulations. Builds positive relationships cross-functionally with coworkers, management, union and non-union leaders. Takes the initiative to understand and listen well, committed to removing any barriers to individual, team or location success. High business acumen; communicates effectively and with transparency. Known as a critical thinker who hires smart people and leads from the trenches, empowering employees and holding people accountable. Creates tools and techniques supporting company and employee success. Flexes and functions with ease at the macro level of strategy and vision and the micro level of detailed improvements and implementations.

- Franchise Leadership
- Strategy Development
- Team Development
- Marketing & Advertising
- Effective Communications
- Brand Recognition
- Franchise Operations
- P&L Management
- Cost Analysis
- Leadership
- Business Development
- Menu Expertise
- Customer Service
- Revenue and Profit Growth
- Market Intelligence
- Union/Non-union Management
- Relationship Growth

Technology: POS of all major systems, MS Office, Excel, Word, Outlook, PowerPoint, Adobe Acrobat, Photoshop, InDesign & Illustrator

Professional Experience

BBQ HOLDINGS INC., DBA. FAMOUS DAVE'S, GRANITE CITY, VILLAGE INN, BAKERS SQUARE, BARRIO QUEEN, SAUCE, CHAMPPS, TAHOE JOES • Minnetona, MN • 2018 to Present

BBQ Holdings, Inc. has 15,000 employees across 400+ restaurants in 32 states and 3 countries, over \$1 billion in system-wide sales.

Chief Operations Officer

In charge of all aspects of operations at over 300 total locations, across 10 brands with ~\$315mm in total sales at 115 corporate locations and 300 franchised locations. Reports to the CEO of parent organization at MTY Groupe.

- *Increased profitability by 133% from \$21mm to \$28M in 2023 vs 2022.*
- *Enhanced Guest Satisfaction scores from 78.1% to 79.5% in two years, exceeding a 75% target and outperforming company operations by 5.4% to date.*
- *Managed and confirmed adherence to company operating systems, company policies and procedures, and health regulations.*
- *Guaranteed increase in brand recognition and awareness through excellence in franchise performance.*
- *Warrantied safe, healthy and fair environment for all employees and as well as customers.*
- *Analyzed business trends and financial data to improve area performance, both operationally and financially with detailed P&L analysis, sales growth strategies, and budgeting.*
- *Developed marketing plans and managed the changes and improvements required for customized marketing solutions.*
- *Supported, reinforced, and aligned all decisions with corporate culture and vision.*
- *Trained and developed employees and managed career expectations for the management team; clearly conveying standards of performance and pay for performance.*
- *Ensued compliance with franchise requirements, including reporting.*

- Accessed support personnel and agencies, identifying and mitigating any needs or gaps in current business practices. Led support personnel in the planning, development, and implementation of operational improvement practices.
- Created, executed, and managed a business plan for the local restaurants; analyzing the external and internal environments to detect necessary improvements and impact of changes, partnering with the corporate team.

D’VINCIS ITALIAN RESTAURANT • 2017 to 2018

Small, private restaurant concept with 1 corporate location and 3 franchise location.

Owner/Operator/Franchisor

UNIVERSITY OF MINNESOTA • 2015 to 2017

Large university of 25,000 staff & 50,000 students, 31 different franchise locations and cafeteria.

Director of Franchise Operations, ARAMARK

Directed 31 franchised retail locations and over \$30 million in annual sales. Managed 6 area directors, union managers and a team of 300+. Owned all budgeting and accounting functions.

- Pivoted a hostile, difficult relationship with the union into a cooperative one through transparent communication, listening and responding to needs. Increased trust and credibility through follow through and integrity.
- Slashed team turnover by 20% and reduced labor costs by 3%.
- Increased profitability by improving efficiencies.
- Authored and planned enticing, creative, and popular menus.
- Guaranteed requirements met for appropriate sanitation and food safety levels.
- Developed operational component forecasts; monitored expenses and variances.
- Coordinated and supervised unit personnel regarding production, merchandising, quality and cost control and labor management.
- Sourced, seated, onboarded and mentored management team creating high retention.
- Advocated for Students, Clients, Employees, and the community.
- Drove and measured customer service and employee engagement through customer and employee engagement surveys.
- Created detailed and effective annual marketing plans for all accounts.
- Identified vertical sales growth opportunities and communicated with appropriate subject matter experts.
- Scouted for opportunities to launch new products and services and implemented, creating sales growth and client retention.



MCDERMOTT RESTAURANTS • 2009 to 2015

Large restaurant chain founded by the son of Chi Chi’s Mexican restaurants and the client, Adam, with a Mexican restaurant division & a Ling & Louie’s Asian Fusion division.

Operating Partner

Managed 6 locations and \$20M in yearly sales while developing and implementing creative and targeted sales-building strategies for 6 assigned company restaurants and 5 franchise locations, ensuring optimal sales and earnings.

- Averaged profitability of \$ 500,000 - \$ 600,000 per store and SUV of \$4 million.
- Hired and developed an amazing and talented team of store managers.
- Increased managerial and leadership capabilities by developing and facilitating new product and refresher training.
- Met restaurant financial objectives by developing financing; establishing banking relationships; preparing strategic and annual forecasts and budgets; analyzing variances; initiating corrective actions; establishing and monitoring financial controls; and developing and implementing strategies to increase average guest checks.

Education
BACHELOR OF SCIENCE
PSYCHOLOGY & HUMAN RESOURCE MANAGEMENT
MINNESOTA STATE UNIVERSITY, Mankato, MN



Smokin' STARTERS

CHEESE CURDS (1260 Cal)

Ellsworth Cooperative Creamery® Cheese Curds, served with our Ranch & Sassy Sauce. **11.75**



BURNT ENDS (940 Cal)

Served with Famous Fries, jalapeño pickled red onions and spicy Hell-Fire Pickles. **14.50**

SIGNATURE SAMPLER PLATTER (2720-2790 Cal)

Southside Rib Tips, Hand-Breaded Chicken Strips, Sweetwater Catfish Fingers, Fried Pickles and Traditional Wings with choice of sauce. **21.50**

SWEETWATER CATFISH FINGERS (720 Cal)

Served with rémoulade sauce. **12.50**

SOUTHSIDE RIB TIPS (1540 Cal)

Served with spicy Hell-Fire Pickles and our Southside BBQ sauce. **13.25**

FRIED PICKLES (860 Cal)

Served with our secret Comeback Sauce. **10**

ONION STRINGS (1240 Cal) 9.50

HAND-BREADED CHICKEN STRIPS (380 Cal) 8

NEW! SMOKED BRISKET EGG ROLLS (1110 Cal)

Crispy egg rolls stuffed with Texas Beef Brisket, cream cheese, sautéed onions, cheddar, and Korean Sweet Heat sauce. **13.75**

WING BASKET TRADITIONAL (880-1010 Cal) 14.75

DOUBLE WINGER (1760-2020 Cal) 26



RICH & SASSY®

BUFFALO

KOREAN SWEET HEAT

DEVIL'S SPIT®

WILBUR'S REVENGE®



TRADITIONAL WING BASKET

Salads & MORE

DAVE'S SASSY BBQ SALAD (640-820 Cal)

Choose: Georgia Chopped Pork, Texas Beef Brisket or Chicken (BBQ pulled, grilled or crispy). Served with a Corn Bread Muffin (260 Cal). **15.50**

CHICKEN CAESAR SALAD (640 Cal)

Crisp romaine lettuce tossed in Caesar dressing, topped with sliced, grilled chicken breast. Served with a Corn Bread Muffin. (260 Cal). **15.50**

BBQ STUFFED BAKED POTATO (750-830 Cal)

Choose: Georgia Chopped Pork, BBQ Pulled Chicken, or Texas Beef Brisket. Served with choice of 1 side (60-640 Cal) and a Corn Bread Muffin (260 Cal). **11.75**

SIDE SALAD 6

Fresh Garden (120-340 Cal) Crisp iceberg and romaine lettuce topped with diced tomatoes, cucumbers, shredded cheddar cheese, bacon, and house-made croutons. Served with choice of dressing on the side.

Caesar (220 Cal) Crisp romaine lettuce topped with parmesan cheese and croutons, tossed in Caesar dressing.

DAVE'S AWARD-WINNING CHILI (620 Cal)

Served with a Corn Bread Muffin (260 Cal). **6**

Famous FEASTS

ALL-AMERICAN BBQ FEAST® (8390/8450 Cal)

St. Louis-Style Spareribs, Country-Roasted Chicken, choice of Brisket or Pork, Creamy Coleslaw, Famous Fries, Wilbur Beans, Sweet Corn and Corn Bread Muffins. Serves 4-6. **82**

FEAST FOR 2 (4570/4610 Cal)

St. Louis-Style Spareribs, Country-Roasted Chicken, choice of Texas Beef Brisket or Georgia Chopped Pork, Creamy Coleslaw, Famous Fries, Wilbur Beans, Sweet Corn and Corn Bread Muffins. Serves 2-3. **51**

Why are Feasts served on a Trash Can Lid?

As a kid growing up in Chicago, "Famous" Dave turned a metal garbage can into his first smoker. To honor this we continue to serve our feasts on a trash can lid.



ALL-AMERICAN BBQ FEAST®

'Que COMBOS

Includes 2 sides (120-740 Cal) and a Corn Bread Muffin (260 Cal). Add an Extra Meat (290-640 Cal) for \$4

1 MEAT 19.50

2 MEAT 21.50

3 MEAT 23.50

Meat Choices

- GEORGIA CHOPPED PORK (430-790 Cal)
- ST. LOUIS-STYLE SPARERIBS (320-640 Cal) +\$1
- SOUTHSIDE RIB TIPS (640-1190 Cal)
- TEXAS BEEF BRISKET (400-740 Cal) +\$1
- BURNT ENDS (550-820 Cal) +\$1

- COUNTRY-ROASTED OR BBQ CHICKEN (450-1160 Cal)
- HAND-BREADED CHICKEN STRIPS (190-480 Cal)
- SMOKED JALAPEÑO CHEDDAR SAUSAGE (420-840 Cal)
- SWEETWATER CATFISH FINGERS (500-790 Cal)

Side Choices

- WILBUR BEANS (210 Cal)
- SWEET CORN (60 Cal)
- GARLIC RED-SKIN MASHED POTATOES (90 Cal)
- FRESH-STEAMED BROCCOLI (60 Cal)
- CREAMY COLESLAW (120 Cal)
- DAVE'S CHEESY MAC & CHEESE (280 Cal)

- FAMOUS FRIES (370 Cal)
- DOWN HOME BANANA PUDDING (550 Cal)
- SIDE GARDEN OR CAESAR SALAD (120-340 Cal) +\$1
- LOADED BAKED POTATO (730 Cal) +\$1
- DAVE'S AWARD-WINNING CHILI (380 Cal) +\$1

Award-Winning RIBS

Served with choice of 2 sides (120-1280 Cal) and a Corn Bread Muffin (260 Cal).

St. Louis-Style Spareribs

- 4 Bones (640 Cal) 19.50
- 6 Bones (960 Cal) 24
- 9 Bones (1430 Cal) 28
- The Big Slab (1910 Cal) 33

Baby Back Ribs

- 1/2 Baby (610 Cal) 21
- Big Baby (1230 Cal) 31

Baby Back Rib Combos

BABY & MEAT COMBOS

- 1 Meat (800-1250 Cal) 26
- 2 Meats (990-1890 Cal) 30

BABY & ST. LOUIS COMBO (1540 Cal)

Half rack of slow smoked Baby Back ribs, half rack of St. Louis-Style ribs. **35**

ADD AN EXTRA MEAT (330-680 CAL) FOR \$4

Like Yours Un-Sauced?
Get 'Em Naked
(60-160 Cal less)



ST. LOUIS-STYLE SPARERIBS

Local FAVORITES

CEDAR PLANK SALMON (420 Cal)

Grilled, glazed & caramelized on a smoldering cedar plank. Served with choice of 2 sides (120-1280 Cal) and a Corn Bread Muffin (260 Cal). **21**

LOW 'N SLOW



Burgers & SANDWICHES

Served with choice of 1 side (60-640 Cal) and spicy Hell-Fire Pickles (30 Cal).

DAVE'S FAVORITE BURGER* (1100 Cal)

Monterey Jack cheese, bacon and our Rich & Sassy® sauce. **15**

ULTIMATE BURGER* (1240 Cal)

Georgia Chopped Pork, bacon, sharp American cheese and our signature Sweet & Zesty™ sauce. **16.25**

SMOKEHOUSE GRILLED CHEESE (925/1350 Cal)

Melted cheese blend on toasted bread with choice of BBQ Pulled Chicken, or Georgia Chopped Pork. **13**

GEORGIA CHOPPED PORK (690 Cal)

Slow-smoked chopped pork topped with Rich & Sassy®. **13**

TEXAS BEEF BRISKET (680 Cal)

Piled high with hand-seasoned, hickory-smoked Texas Beef Brisket. **15.50**

BBQ PULLED CHICKEN (640 Cal)

Roasted, pulled chicken tossed in Rich & Sassy® and topped with melted Monterey Jack cheese. **13.25**

HICKORY CHICKEN SANDWICH (680 Cal)

Grilled chicken with Monterey Jack cheese and bacon. **15**



GEORGIA CHOPPED PORK SANDWICH

IRIS' COMEBACK CHICKEN SANDWICH (620 Cal)

"Famous" Dave's mother's tried-and-true recipe: a hand-breaded crispy chicken breast on a buttery toasted bun with pickles and drizzled with our secret Comeback Sauce. **13.75**

CAJUN CHICKEN SANDWICH (1250 Cal)

Grilled chicken breast with pepper-Jack cheese and fried Onion Strings, topped with rémoulade sauce. **14.25**

★ TRY IT MEMPHIS-STYLE +\$1

We'll top your 'Que Sandwich with Creamy Coleslaw (+40 Cal).



Lil' Wilbur MEALS

For kids 10 and under. Includes choice of any 1 side (60-640 Cal) or **MOTT'S** applesauce (50 Cal), plus Oreo® cookies (100 Cal) and a kids fountain beverage (0-180 Cal) or milk (190/260 Cal).

HAND-BREADED CHICKEN STRIPS (290 Cal) 7.25

RIB DINNER (320 Cal) 7.25

KRAFT KRAFT MAC & CHEESE (330 Cal) 7.25

CHEESEBURGER (560 Cal) 7.25

Handcrafted DESSERTS



DAVE'S AWARD-WINNING BREAD PUDDING

DAVE'S AWARD-WINNING BREAD PUDDING (1330 Cal) 9

DOWN HOME BANANA PUDDING 8 (1100 Cal)

HOT FUDGE BROWNIE (1190 Cal) 9

“MAY YOU ALWAYS BE SURROUNDED by Good Friends & Great BBQ!”

— **“FAMOUS” DAVE ANDERSON**



Lunch MENU

SERVED 11 AM - 4 PM

ADD AN EXTRA MEAT (290-640CAL) FOR \$4

Platter & Combo Specials:

Served with choice of 1 side (60-640 Cal) and a Corn Bread Muffin (260 Cal).

1 MEAT PLATTER (380-840 Cal) 12

2 MEAT COMBO (570-1680 Cal) 13.50

3 MEAT COMBO (860-2520 Cal) 15

Meat Choices:

Georgia Chopped Pork

Southside Rib Tips

St. Louis-Style Ribs +\$1

Texas Beef Brisket +\$1

Country Roasted Chicken

BBQ Chicken

Burnt Ends +\$1

Sweetwater Catfish Fingers

Hand-Breaded Chicken Strips

Smoked Jalapeño Cheddar Sausage

Calories listed in Que Combos

Salads & More:

Served with a Corn Bread Muffin (260 Cal).

DAVE'S SASSY BBQ SALAD (310-450 Cal) 10.50

CHICKEN CAESAR SALAD (440 Cal) 10.50

2 FOR YOU 12.25

Choose 2:

• Dave's Award-Winning Chili (460 Cal)

• Side Salad: Fresh Garden (120-340 Cal) or Caesar (220 Cal)

• Loaded Baked Potato (640 Cal)

BBQ STUFFED BAKED POTATO (790-860)

Choose: Georgia Chopped Pork, BBQ Pulled Chicken, or Texas Beef Brisket. Served with choice of 1 side (60-640 Cal) and a Corn Bread Muffin (260 Cal). **11.75**

Signature Sandwiches:

Served with choice of 1 side (60-640 Cal) and spicy Hell-Fire Pickles (30 Cal).

Try it "Memphis-Style" for just \$1 (add 40 Cal).

TEXAS BEEF BRISKET (600 Cal) 12

GEORGIA CHOPPED PORK (640 Cal) 10

BBQ PULLED CHICKEN (630 Cal) 10.50



DAVE'S SASSY BBQ SALAD



Join Us For

HAPPY HOUR

Monday-Friday

3pm-6pm



2,000 calories a day is used for general nutrition advice, but calorie needs vary. *Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions. Additional nutritional information available upon request.

Full Serve_HIGH_6.25

**City Council
Agenda Item 13.B
Meeting of January 12, 2026**



Title: Ordinance amending the city charter establishing the number of members of the charter commission

Report from: Erik Nilsson, City Attorney

Submitted Through: Mike Funk, City Manager

Presenter: Erik Nilsson, City Attorney

Action Requested: Public Hearing and Motion

Form of Action: Ordinance

Votes needed: Other

Summary Statement

Charter amendment to establish the number of members of the charter commission within the statutorily authorized range of not less than seven nor greater than 15, that also retains the flexibility to expand to include a sitting council member in its membership. The ordinance was introduced at the December 8, 2025 regular city council meeting.

Recommended Action

Motion to hold the public hearing and adopt the ordinance.

Strategic Plan Relatability

N/A

Financial Consideration

N/A

Background

The charter commission recommended amending the city charter by adding a new section 2.12 in order to establish a fixed membership number pursuant to Minn. Stat. Sec. 410.05, subd. 1. State law provides that the chief judge of district court must appoint all members of the charter commission. The court ultimately determines the size of the commission, which must not be less than seven members nor greater than 15 members. A city may establish a membership number within the statutory range via a charter provision and, if it does so, the court may only appoint that number of members. The charter provision controls. The city charter is silent on the size of the commission, although it has been consistently comprised of nine members for several years. The only current charter provision that mentions charter commission membership is section 2.05, which prohibits more than one sitting council member from serving on the commission at one time. The recommendation of the commission is to have a fixed number consistent with the current practice of nine members that also retains the flexibility to expand by one member to 10 with the addition of a sitting council member.

Under state law, the charter may be amended without a ballot measure when the charter commission recommends the amendment to the city council and the council approves the amendment by ordinance. This ordinance introduction only requires four votes, but the ordinance itself must be approved by unanimous vote of all members of the council, after a public hearing, pursuant to state law. At its regular meeting on December 8, 2025, the city council introduced the ordinance and scheduled a public hearing for January 12, 2026. Notice of the public hearing was published in the city's official newspaper on December 18, 2025. Due to the vacancy in the ward 2 seat, the full membership of the council is currently comprised of six persons and six affirmative votes are required to adopt the ordinance. The council must adopt the amendments as recommended by the charter commission, without any changes. If the council disagrees with any portion of the amendment, it may refer the matter back to the charter commission for additional consideration and a new recommendation. If the council adopts the ordinance unanimously, the amendment becomes effective 90 days after the ordinance is published.

The proposed amendment is attached.

ATTACHMENTS:

[Ordinance](#)

Ordinance No. 2026-

An Ordinance amending Minnetonka City Charter adding new section 2.12, regarding charter commission membership

The City of Minnetonka Ordains:

Section 1. Preamble.

The Minnetonka charter commission voted on November 18, 2025, to recommend amending the city charter by adding a new section 2.12 establishing a fixed number of charter commission members. Notice of a public hearing on the proposed amendment, including the text of the amendment, was published in the city's official newspaper on December 18, 2025. The public hearing was held on January 12, 2026, before the city council, at which time all people desiring to be heard were given an opportunity to address the council. After considering the advice of the charter commission and any comments from citizens, the city council has determined that the amendments may be appropriately adopted by ordinance rather than by an election.

Section 2. Amending the Minnetonka city charter by adding a new section 2.12 to read as follows:

Section 2.12. Charter Commission Membership.

Except as provided in this section, the charter commission authorized by Minnesota Statutes chapter 410 shall be composed of nine qualified voters of the City of Minnetonka. The city council, in its discretion, may recommend one of its members to the chief judge for appointment and, in that case, the size of the commission may be expanded to 10 members; provided that when any vacancy occurs, the size of the commission must be reduced back to nine members. "Vacancy" as used in this section is limited to when a commission member submits a written resignation to the chief judge of the district court or upon the failure of a sitting member to seek reappointment.

Section 3. This ordinance is effective 90 days after publication.

Adopted by the city council of the City of Minnetonka, Minnesota, on January 12, 2026.

Rebecca Schack, Mayor

Attest:

The ~~stricken~~ language is deleted; the underlined language is inserted.

Becky Koosman, City Clerk

Action on this Ordinance:

Date of introduction:

Date of adoption:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Ordinance adopted.

Date of publication:

I certify that the foregoing is a true and correct copy of an ordinance adopted by the city council of the City of Minnetonka, Minnesota, at a meeting held on January 12, 2026.

Becky Koosman, City Clerk

The ~~stricken~~ language is deleted; the underlined language is inserted.

**City Council
Agenda Item 13.C
Meeting of January 12, 2026**



Title: Ordinance amending the city charter to reflect state law requirements regarding resident signature petitions

Report from: Erik Nilsson, City Attorney

Submitted Through: Mike Funk, City Manager

Presenter: Erik Nilsson, City Attorney

Action Requested: Public Hearing and Motion

Form of Action: Ordinance

Votes needed: Other

Summary Statement

Minnesota state law outlines specific information required for any election petition. The city charter provides for initiative and referendum, including sample resident signature petition forms. These forms lack certain of the elements required by state law. The proposed charter amendments will provide greater clarity in the charter and better alignment with state law. The ordinance was introduced at the December 8, 2025 regular city council meeting.

Recommended Action

Motion to hold the public hearing and adopt the ordinance.

Strategic Plan Relatability

N/A

Financial Consideration

N/A

Background

The charter commission recommended amendments to section 5.05 and the appendix of the city charter to reflect state law requirements regarding resident signature petitions. The proposed amendments do not make any substantive changes to the law or process, but are merely intended to provide greater clarity in the charter by achieving alignment with state law. At its regular meeting on December 8, 2025, the city council introduced the ordinance and scheduled a public hearing for January 12, 2026. Notice of the public hearing was published in the city's official newspaper on December 18, 2025.

Minnetonka provides for initiative and referendum in chapter 5 of the city charter. Although the terms are often used interchangeably, they are separate concepts and processes. Initiative is the process for voters to propose and adopt an ordinance. Referendum is the process to require an ordinance passed by the city council to be referred to voters for approval or disapproval. However, both processes commence with the circulation of a signature petition to obtain a threshold percentage of support from registered

voters of the city. Each process can ultimately lead to placement of an ordinance on an election ballot. Minnesota Rules chapter 8205 addresses the required form of the petition. Minn. Rules 8205.1010, subp. 2(H) requires each signature page to have no more than 10 signature lines with each line providing space for the date of signature, signature, year of birth, printed full name, residence address, city, and county. Only the person signing the petition can complete the date, name, year of birth, and residence address fields. Minn. Rules 8205.1030, subp. 2. Each petition page must include the following statement immediately above the signature lines: "All information must be filled in by person(s) signing the petition unless disability prevents the person(s) from doing so." Minn. Rules 8205.1010, subp. 2(G). The appendix to the city charter includes sample petition forms, which are also cross-referenced in chapter 5 of the charter. Although the forms are intended to serve only as a starting point, they are lacking some of these core elements required by state law. The charter does include a safety valve of sorts by requiring approval of the petition form by the city clerk before it can be circulated for signatures. However, it is advisable to include these core elements in chapter 5 and the appendix forms so that any city resident considering undertaking an initiative or referendum proceeding is aware of the requirements at the outset.

Under state law, the charter may be amended without a ballot measure when the charter commission recommends the amendment to the city council and the council approves the amendment by ordinance. The introduction of the ordinance requires four votes, but the ordinance itself must be approved by unanimous vote of all members of the city council, after a public hearing. Due to the vacancy in the ward 2 seat, the full membership of the council is currently six persons and six affirmative votes are required to adopt the ordinance. The council must adopt the amendments as recommended by the charter commission, without any changes. If the council disagrees with any portion of the amendment, it may refer the matter back to the charter commission for additional consideration and a new recommendation. If the council adopts the ordinance unanimously, the amendments become effective 90 days after the ordinance is published.

The proposed amendments are attached.

ATTACHMENTS:

[Ordinance](#)

Ordinance No. 2026-

An Ordinance amending Minnetonka City Charter section 5.05 and Appendix, regarding resident petition requirements

The City of Minnetonka Ordains:

Section 1. Preamble.

The Minnetonka charter commission voted on November 18, 2025, to recommend amendments to section 5.05 and the Appendix of the Minnetonka City Charter, regarding state law requirements for resident signature petitions. Notice of a public hearing on the proposed amendments, including the text of the amendments, was published in the city's official newspaper on December 18, 2025. The public hearing was held on January 12, 2026, before the city council, at which time all people desiring to be heard were given an opportunity to address the council. After considering the advice of the charter commission and any comments from citizens, the city council has determined that the amendments may be appropriately adopted by ordinance rather than by an election.

Section 2. Section 5.05, subdivision 1 of the Minnetonka city charter is amended to read as follows:

Subd. 1. General provisions. An initiative or referendum petition must relate to only one subject which is clearly expressed in the petition. A petition must be signed only by registered voters of the city in the form prescribed by Minnesota Rules chapter 8205, with their residence address, year of birth, printed full name, and date of signature. The signatures may be on more than one page. The circulator of a signature page must be a resident of the city of Minnetonka who is an eligible voter and must execute an affidavit for each page, in the form attached as Appendix A-2, verifying that each signature on the page is genuine.

Section 3. Appendix A-3 of the Minnetonka city charter is amended to read as follows:

Initiative Petition

This petition proposes an ordinance to

_____, a copy of which is attached.

The undersigned petition the city council for its adoption or for its submission to the voters for their approval or disapproval.

Sponsoring Committee

This ordinance is sponsored by the following committee of City of Minnetonka residents who are eligible voters (a minimum of five):

- | Name | Address |
|----------|---------|
| 1. _____ | _____ |
| 2. _____ | _____ |

The ~~stricken~~ language is deleted; the underlined language is inserted.

- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____

Instructions to Petition Signers

You are being asked to sign a petition. **You must be a resident of, and a registered voter in, the City of Minnetonka.** All signers must include their entire residence address, printed full name, year of birth, and the date of signing. Every person signing this petition must do so in the presence of the person circulating the petition.

All information must be filled in by person(s) signing the petition unless disability prevents the person(s) from doing so.

Date	Name <u>(Print First, Middle, Last)</u>	<u>Signature</u>	<u>Year of Birth</u>	Address	<u>City</u>	<u>County</u>
1.	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____	_____
11.	_____	_____	_____	_____	_____	_____
12.	_____	_____	_____	_____	_____	_____
13.	_____	_____	_____	_____	_____	_____
14.	_____	_____	_____	_____	_____	_____
15.	_____	_____	_____	_____	_____	_____

Section 4. Appendix A-4 of the Minnetonka city charter is amended to read as follows:

Referendum Petition

This petition proposes the repeal an ordinance regarding _____, a copy of which is attached. The undersigned believe the ordinance is detrimental to the welfare of the city and petition the city council to repeal the ordinance or to submit it to the voters for their approval or disapproval.

Sponsoring Committee

The proposed repeal is sponsored by the following committee of City of Minnetonka residents who are eligible voters:

Name	Address
------	---------

The ~~stricken~~ language is deleted; the underlined language is inserted.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Instructions to Petition Signers

You are being asked to sign a petition. **You must be a resident of, and a registered voter in, the City of Minnetonka.** All signers must include their entire residence address, printed full name, year of birth, and the date of signing. Every person signing this petition must do so in the presence of the person circulating the petition.

All information must be filled in by person(s) signing the petition unless disability prevents the person(s) from doing so.

	Date	Name <u>(Print First, Middle, Last)</u>	<u>Signature</u>	<u>Year of Birth</u>	Address	<u>City</u>	<u>County</u>
1.	_____	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____	_____	_____
11.	_____	_____	_____	_____	_____	_____	_____
12.	_____	_____	_____	_____	_____	_____	_____
13.	_____	_____	_____	_____	_____	_____	_____
14.	_____	_____	_____	_____	_____	_____	_____
15.	_____	_____	_____	_____	_____	_____	_____

Section 5. This ordinance is effective 90 days after publication.

Adopted by the city council of the City of Minnetonka, Minnesota, on January 12, 2026.

Rebecca Schack, Mayor

Attest:

The ~~stricken~~ language is deleted; the underlined language is inserted.

Becky Koosman, City Clerk

Action on this Ordinance:

Date of introduction:

Date of adoption:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Ordinance adopted.

Date of publication:

I certify that the foregoing is a true and correct copy of an ordinance adopted by the city council of the City of Minnetonka, Minnesota, at a meeting held on January 12, 2026.

Becky Koosman, City Clerk

The ~~stricken~~ language is deleted; the underlined language is inserted.

**City Council
Agenda Item 14.A
Meeting of January 12, 2026**



Title: Acting mayor and alternate acting mayor

Report from: Sarissa Seracki, Senior Management Coordinator

Submitted Through: Erik Nilsson, City Attorney
Moranda Dammann, Assistant City Manager
Mike Funk, City Manager

Presenter: Mike Funk, City Manager

Action Requested: Motion

Form of Action: Resolution

Votes needed: 4 votes

Summary Statement

The city charter requires that the city council choose from its members a person to serve as acting mayor in the mayor's absence or disability. Attached is a resolution that may be used to designate the acting mayor and alternate acting mayor. After the city council has made these designations, the appropriate blank areas will be completed.

Recommended Action

Motion to adopt the resolution.

Strategic Plan Relatability

N/A

Financial Consideration

No

Background

According to Section 2.07 of the City Charter, the council must choose from its members an acting mayor, who holds office at the pleasure of the council and serves as mayor in the mayor's absence or disability. The council may also choose from its members an alternate acting mayor, who holds office at the pleasure of the council and serves as mayor in the absence or disability of both the mayor and the acting mayor.

The city's practice is to appoint the acting mayor and alternate acting mayor on an annual basis. At their Jan. 13, 2025 council meeting, the city council adopted Res. 2025-004 designating Kimberly Wilburn as the acting mayor and Rebecca Schack as the alternate acting mayor.

Here is a history of the designations:

2025 – Wilburn acting, Schack alternate

2024 – Calvert acting, Wilburn alternate
2023 – Coakley acting, Schaeppi alternate
2022 – Kirk acting, Coakley alternate
2021 – Schack acting, Carter alternate
2020 – Calvert acting, Schack alternate
2019 – Bergstedt acting, Calvert alternate
2018 – Wagner acting, Bergstedt alternate, Bergstedt acting, Acomb alternate
2017 – Acomb acting, Wagner alternate
2016 – Allendorf acting, Acomb alternate

ATTACHMENTS:

[Resolution](#)

Resolution No. 2026-

Resolution designating a new acting mayor and alternate acting mayor.

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

Section 1. Background.

- 1.01. Section 2.07 of the Minnetonka City Charter authorizes the city council to designate an acting mayor to serve in the absence of the mayor.
- 1.02. Because there may be times when the mayor and designated acting mayor are both out of the city, the designation of another councilmember is advised.
- 1.03. For calendar year 2025, Councilmember Kimberly Wilburn was designated as the acting mayor for the City of Minnetonka, to serve in the absence of the mayor, and Councilmember Rebecca Schack was designated alternate acting mayor.

Section 2. Council Action.

- 2.01. For calendar year 2026, _____ is designated as the acting mayor for the City of Minnetonka, to serve in the absence of the mayor.
- 2.02. For calendar year 2026, _____ is designated as the alternate acting mayor for the City of Minnetonka, to serve in the absence of the mayor and acting mayor.

Adopted by the city council of the City of Minnetonka, Minnesota, on Jan. 12, 2026.

Rebecca Schack, Mayor

Attest:

Becky Koosman, City Clerk

Action on this resolution:

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

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the city council of the City of Minnetonka, Minnesota, at a meeting held on Jan. 13, 2025.

Becky Koosman, City Clerk

**City Council
Agenda Item 14.B
Meeting of January 12, 2026**



Title: Ward 2 Councilmember appointment or special election discussion

Report from: Becky Koosman City Clerk
Erik Nilsson City Attorney

Submitted Through: Moranda Dammann Assistant City Manager
Mike Funk City Manager

Presenter: Erik Nilsson, City Attorney

Action Requested: Discussion

Form of Action: Other

Votes needed: N/A

Summary Statement

The mayoral election of current councilmember Rebecca Schack has created a vacancy in the Ward 2 seat on the city council. The Ward 2 seat's current term expires on Jan. 3, 2028. Council has the option to appoint for the remainder of the term or call for a special election.

Recommended Action

Council to give direction to staff on next steps for the Ward 2 Councilmember seat.

Strategic Plan Relatability

N/A

Financial Consideration

N/A

Background

The election of current council member Rebecca Schack as mayor created a vacancy in the ward 2 seat on the city council. The ward 2 seat's current term runs until Jan. 3, 2028. Section 2.03, subd. 2 of the city charter states, "all terms start on the first Monday of Jan. following the date of the officer's election."

Vacancies on the city council are governed by Section 2.06 of the city charter. Ms. Schack's term as mayor began on Jan. 5, 2026 (first Monday in January 2026). A vacancy in the Ward 2 seat automatically occurred that day.

The date of vacancy in relation to the unexpired term dictates the process to fill the seat. Section 2.06, subd. 4(a) states that a special election is required when the vacancy has automatically occurred 1) before the first day to file affidavits of candidacy for the next regular municipal election and 2) more than two years remain in the unexpired term. Ms. Schack continued to serve as the ward 2 council member until Jan. 5, 2026; therefore, a special is not required because less than two years remain in the

unexpired term (expires Jan. 3, 2028).

Since a special election is not required, Section 2.06, subd. 4(b) allows the council to either appoint an eligible person to serve the remainder of the unexpired term or fill the vacancy by special election. There is no authority for the council to make an interim appointment pending a special election.

The council must make an appointment for the remainder of the term or schedule a special election within 60 days of the vacancy date – by **March 6, 2026**. If the council opts for the latter, the special election must be held at the earliest date possible under state law from the date the special election is called. Minn. Stat. § 205.10, subd. 3a(a) requires that municipal special elections be held on one of five days: the second Tuesday in Feb. April, May or Aug., or the first Tuesday after the first Monday in Nov.

Options for council to consider:

1) Appoint for the remainder of the term for Ward 2 until Jan. 3, 2028

Potential appointees must be residents of Ward 2. An open application period would be followed by the selection of finalists and finalist interviews by council. The council's deadline to make the appointment is March 6, 2026. There are two regular meetings of the council before the deadline on February 2nd and 23rd.

2) May 14, 2026 Special Election

If the council decides to call for a special election at their next regular meeting on Feb. 2, then there would be a May 14, 2026, special election and the following timeline would apply:

May 2026 Special

- Feb. 17 – Notify County Auditor of Election
- Feb. 17 – Publish Notice of Candidate Filing
- March 3 – March 17 - Candidate Filing Period
- March 19 – Candidate Withdrawal deadline
- March 27 - May 11 – Absentee Voting
- May 9 – Saturday Absentee Voting
- May 12 – Election Day

3) Aug. 11, 2026 Special Election

If the council waits until the regular meeting on Feb. 23, then the special election would occur during the Aug. 11, 2026 Primary Election. Note that the Feb. 23 meeting is the last regular meeting before the charter imposed deadline on March 6, 2026, to make the decision regarding appointment (for full unexpired term) vs. scheduling a special election. Hennepin County has confirmed that a special election occurring on this date could be accommodated on the back of the primary ballot. This would create cost savings of approximately \$30,000-\$35,000 and ease the administrative burden for the city. The following timeline would apply:

August 2026 Special

- May 5 – Notify County Auditor of Election
- May 5 – Publish Notice of Candidate Filing
- May 19 - June 2 – Candidate Filing Period
- June 4 – Candidate Withdrawal deadline
- June 26 - Aug 10 – Absentee Voting
- Aug. 8 – Saturday Absentee Voting

- Aug. 11 – Election Day

In any of the above scenarios, the city council would not have the ability to appoint an interim councilmember to fill the seat until the special election.

**City Council
Agenda Item 14.C
Meeting of January 12, 2026**



Title: Resolution supporting the authority to impose a local sales tax to fund capital improvements

Report from: Erik Nilsson, City Attorney
Darin Nelson, Finance Director
Mike Funk, City Manager

Submitted Through: Kevin Fox, Fire Chief
Will Manchester, P.E., Public Works Director
Kelly O'Dea, Recreation Director
Julie Wischnack, FAICP, Community Development Director
Darin Nelson, Finance Director
Mike Funk, City Manager

Presenter: Mike Funk, City Manager

Action Requested: Motion

Form of Action: Resolution

Votes needed: 4 votes

Summary Statement

The purpose of this agenda item is to support a long-term, strategic conversation regarding Minnetonka's approach to managing aging infrastructure, future assets, and facilities of both local and regional importance. This item represents an exercise in long-range planning, recognizing that decisions made over time related to public facilities and infrastructure will have meaningful and lasting impacts on the Minnetonka community, the region, and the City's overall financial sustainability.

At the City Council's December 22 study session, staff presented preliminary information regarding the potential use of a local sales tax as a funding mechanism for several major capital investments. Following that discussion, the City Council expressed interest in staff bringing forward a formal resolution for consideration. This staff report accompanies that resolution and is intended to provide context, background, and policy considerations for the Council's deliberation.

Importantly, this agenda item does not obligate the City to impose a sales tax or to proceed with any individual project. Rather, adoption of the resolution would authorize staff to seek legislative approval to allow Minnetonka the option to pursue a local sales tax, subject to subsequent City Council action and voter approval.

Recommended Action

Motion to adopt one of two resolutions supporting authority to impose a local sales tax of 0.5 percent to fund specific capital improvements of regional significance and to authorize the issuance of sales tax-supported bonds:

- Resolution Option A: Includes a full renovation scope for The Marsh health and wellness center (total estimated project cost of \$116.1 million).
- Resolution Option B: Includes a modified scope of improvements for The Marsh (total estimated project cost of \$97.6 million).

Staff requests that the City Council select one option for adoption to allow staff to proceed with submission of the resolution and supporting documentation to the Minnesota Legislature, consistent with Minnesota Statutes Section 297A.99.

Strategic Plan Relatability

Financial Strength

Meets the desired outcome to expand sources of revenue for Capital Improvement Projects.

Financial Consideration

Yes

Not directly applicable at this time. However, approval of a local sales tax will lead to additional dollars being available for city capital projects.

Both resolutions contemplate the use of a 0.5 percent local option sales tax over a period of up to 30 years to fund voter-approved projects, including associated interest and bond issuance costs. The primary financial distinction between the two options is the total amount of capital investment supported by the tax.

Staff estimates that in either scenario, sales tax revenues at the proposed rate would be sufficient to support the issuance of sales tax-backed bonds and complete the projects within the proposed time frame, subject to final market conditions and voter approval.

From a policy perspective, both options reflect an equitable and fiscally responsible approach for funding infrastructure with substantial regional use. Visitors, commuters, and non-resident users who benefit from these facilities would contribute toward their cost, reducing reliance on property taxes borne solely by Minnetonka residents.

Adoption of either resolution does not commit the City to imposing a tax, issuing bonds, or advancing any project without further City Council action and voter approval. Instead, the resolutions preserve flexibility while allowing the City to seek legislative authority and continue community engagement around infrastructure priorities and funding strategies.

Background

The City of Minnetonka is facing several significant capital needs related to aging facilities, evolving service demands, and investments that support both local residents and a broader regional population. These projects cannot be adequately funded through existing revenue sources without creating substantial pressure on property taxes or displacing other core City priorities.

Minnesota Statutes, Section 297A.99, allows a political subdivision to impose a local sales tax if authorized by special legislation and approved by local voters. Prior to requesting legislative approval, the governing body must adopt a resolution identifying the proposed tax rate, intended uses of the revenue, the regional significance of each project, the estimated total revenue to be raised, and the anticipated duration of the tax.

The resolution before the City Council satisfies these statutory requirements and would allow the City to submit a request to the Minnesota Legislature seeking authority to impose a 0.5 percent local sales tax

to fund a defined set of capital projects.

The City Council is being asked to consider **two alternative resolutions** that differ only in the scope and cost of improvements proposed for The Marsh health and wellness center. All other projects, assumptions, and procedural steps are identical between the two options.

- **Option A – Full Marsh Renovation**

Under this option, the resolution supports a broader renovation of The Marsh, with an estimated project cost of **\$35 million**. When combined with the other four projects, the total estimated capital cost is **\$116.1 million**.

- **Option B – Modified Marsh Improvement Scope**

Under this option, the resolution supports a more limited scope of improvements at The Marsh, with an estimated project cost of **\$16.5 million**. With this modified scope, the total estimated capital cost of all five projects is **\$97.6 million**.

The differences between the two Marsh project scopes, including programmatic elements and cost assumptions, are outlined in **Attachment A**. Staff has provided both resolutions to allow the City Council to indicate its preferred approach as part of this long-range policy discussion.

The five capital improvement projects common to both options include:

- Rebuilding Fire Station 2 (1815 Hopkins Crossroad)
- Rebuilding Fire Station 3 (5700 Rowland Road)
- Completion of high-priority trail segments identified in the City's Trail Improvement Plan
- Renovation or improvement of The Marsh health and wellness center (scope varies by option)
- Development of a community-level park and public space in the OPUS area

Detailed descriptions of each project, including cost estimates and documentation of regional benefit and non-resident use, are included within the resolution. If the City Council adopts one of the proposed resolutions, Minnesota law establishes a clear, multi-step statutory process that must be completed before a local sales tax could be imposed. Adoption of the resolution represents only the first step in that process.

The required steps include:

1. **Adoption of a Resolution by the City Council**

The City Council must adopt a resolution proposing the tax. The resolution must specify the proposed tax rate, documentation of the regional significance of each project, the total amount to be raised, and the estimated length of time the tax would be in effect, consistent with Minnesota Statutes § 297A.99, subdivision 2.

2. **Submission to State Legislative Tax Committees**

Following adoption, the City must submit the resolution, detailed project information, and supporting documentation of regional significance to the chairs and ranking minority members of the House and Senate Taxes Committees and relevant subcommittees by January 31 of the year in which legislative authority is sought.

3. **Legislative Authorization**

The City must secure passage of a special law by the Minnesota Legislature authorizing Minnetonka to enact a local sales tax. This step typically involves coordination with the City's local legislative delegation. Legislative authorization provides authority but does not impose the tax.

4. **Acceptance of the Special Law**

Upon legislative approval, the City Council must adopt a resolution accepting the new law. The City must also file the resolution and a local approval certificate with the Office of the Secretary of State prior to the start of the next legislative biennium.

5. Voter Referendum

The City must conduct a referendum at a general election within two years of receiving legislative authority. The ballot must include separate questions for each project, and only projects approved by voters may be funded with sales tax revenues, in accordance with Minnesota Statutes § 297A.99, subdivision 3.

6. Adoption of an Ordinance and Tax Implementation

If one or more ballot questions are approved, the City Council must adopt an ordinance imposing the tax and notify the Commissioner of Revenue at least 90 days before the first day of the calendar quarter in which the tax would take effect.

Each of these steps requires separate City Council action and, where applicable, voter approval. Adoption of the resolution before the Council at this meeting positions the City to begin the legislative process but does not commit the City to impose a tax or proceed with any project absent future approvals.

Finally, this agenda item should be viewed within the broader context of Minnetonka’s long-term asset management and financial planning efforts. As infrastructure ages and service expectations evolve, the City must consider a range of tools and strategies to responsibly manage public assets. The resolution provides a framework for continued policy discussion and community engagement regarding how Minnetonka invests in facilities that support safety, mobility, health, economic activity, and quality of life.

ATTACHMENTS:

[Sales Tax Resolution - Option A - Full Marsh Renovation](#)

[Sales Tax Resolution - Option B - Modified Marsh Improvement Scope](#)

[Marsh Improvement Options](#)

Resolution No. 2026-

RESOLUTION SUPPORTING AUTHORITY TO IMPOSE A LOCAL SALES TAX TO FUND SPECIFIC CAPITAL IMPROVEMENTS OF REGIONAL SIGNIFICANCE AND TO AUTHORIZE THE ISSUANCE OF SALES TAX-SUPPORTED BONDS

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

Section 1. Background.

- 1.01. The city has several proposed capital improvements that cannot be adequately funded with existing resources. The city desires to submit a proposal to the Minnesota Legislature to allow it to impose a local sales tax on gross receipts from retail sales within the city. The proceeds from sales tax would be used to pay the capital costs of constructing and rehabilitating the five projects described below.
- 1.02. Minnesota Statutes, Section 297A.99 provides, in part, a political subdivision may impose a local sales tax if permitted by special law and if approved by the voters of the political subdivision, and that before a governing body requests legislative approval of a special law for a local sales tax, the governing body must adopt a resolution indicating approval of the tax. The resolution must also provide the following: the proposed tax rate; how the revenues will be used; documentation of the regional significance of each project, including the share of the economic benefit to or use of each project by persons residing, or businesses located, outside the jurisdiction; the total revenue that will be raised before the tax expires; and the estimated length of time the tax will be in effect.
- 1.03. The estimated capital cost of the projects is \$116.1 million. The city estimates that local sales tax collections of 0.5% (one half of one percent) over 30 years would generate sufficient revenue to cover capital project costs, along with associated interest and bond issuance costs.
- 1.04. The revenues derived from imposition of the sales tax will be used to pay the capital costs and the associated interest and financing costs for these five (5) projects: (a) Fire Station 2 located at 1815 Hopkins Crossroad; (b) Fire Station 3 located at 5700 Rowland Road; (c) trail projects identified in the city's Trail Improvement Plan; (d) The Marsh located at 15000 Minnetonka Boulevard; and (e) OPUS Area public space/park located in the southeastern portion of the city generally northwest of the intersection of State Highway 169 and County Road 62 (collectively, "Projects").
- 1.05. The Projects will benefit both the residents and businesses of the City of Minnetonka and non-resident visitors and businesses. Funding the Projects with a local sales tax will more closely distribute the cost of the Projects to the users of the improvements.
- 1.06. The **Fire Station 2** project would rebuild the current facility located at 1815 Hopkins Crossroad. A new building will provide critical regional benefits by providing 24-hour emergency response capabilities in the northeast portion of Minnetonka. This area serves the Ridgedale district, which attracts over 1 million visitors each month and supports more than 650 businesses that employ approximately 10,000 people. Located near the heavily traveled Highway 394 and 494 corridors, where over 200,000 vehicles pass through daily, the station

will significantly enhance public safety for residents, commuters, and visitors. Beyond serving Minnetonka, Fire Station 2 is a key component of regional emergency preparedness, assisting more than five adjacent communities through statewide and regional mutual aid agreements. This investment ensures faster response times and improved protection for a high-traffic, high-impact area that is essential to the region's economic vitality. The Fire Station 2 project is estimated at \$13 million.

- 1.07. The **Fire Station 3** project is located at 5700 Rowland Road. A rebuilt satellite fire station in this quadrant of the city would provide critical regional benefits by delivering 24-hour emergency response capabilities in the southeast portion of Minnetonka. This area includes the OPUS district, which currently encompasses over 4 million square feet of commercial property and employs more than 10,000 people. Beginning in 2027, OPUS will also be served by the new Southwest Light Rail line, further increasing activity and demand for emergency services. Fire Station 3 will enhance safety along the Highway 169 and Highway 62 corridors, which see approximately 90,000 commuters daily. In addition to serving Minnetonka, this station plays a vital role in regional emergency preparedness by providing mutual aid assistance to neighboring communities through regional and statewide agreements. This investment ensures rapid response and improved protection for a growing, high-density area that is essential to the region's economic and transport network. The satellite station's current location is not conducive to modern fire station design due to topographic constraints. Fire Station 3 is an estimated \$17.6 million project, which includes \$2 million for property acquisition.
- 1.08. Completing the **high-priority trails** identified in the city's Trail Improvement Plan will create a fully connected, multimodal transportation system that serves residents, employees, and visitors alike. Minnetonka currently maintains approximately 110 miles of local trails that connect neighborhoods, schools, parks, and employment centers. These local facilities function as the critical "last-mile" connections to regional infrastructure, including the Lake Minnetonka Regional Trail and the Minnesota River Bluffs Regional Trail, both of which traverse the community. In 2027, a third regional trail will be constructed connecting Eagle Lake in Maple Grove to Bryant Lake in Eden Prairie, further strengthening Minnetonka's role as a regional transportation hub. These regional trails represent significant transportation assets, each recording approximately 1 million annual visits and ranking among the most heavily used in the metropolitan area, underscoring their value as both mobility corridors and economic drivers. The completion of these high-priority trails is an estimated \$34 million project.
- 1.09. **The Marsh** project, located at 15000 Minnetonka Boulevard, would benefit both regional residents and businesses in the City of Minnetonka through the renovation of the city-owned health and wellness center. The Marsh currently serves a broad regional audience, attracting both residents and visitors who travel from across the region to participate in conferences, health and wellness programs and amenities, community meetings, and gathering spaces, including:
- **Membership** – The Marsh's membership base reflects its role as a true regional destination, with over 8,000 members, with approximately half residing outside the City of Minnetonka. Members travel from nearly 100 cities across the

metropolitan area and surrounding regions to utilize the facility. This broad geographic participation underscores the Marsh's unique offerings and highlights its importance as a shared regional resource serving communities well beyond Minnetonka's boundaries.

- **Rentals** – Thousands of users from throughout the region regularly choose The Marsh for special rental event rentals such as weddings, celebrations of life, graduation, retirement, birthday and holiday parties. The high demand reflects the facility's strong regional draw and its unique, welcoming environment. Renters include residents, non-residents, non-profit organizations and local and regional businesses.

- **Programs** – The Marsh offers a wide range of programs throughout the year that attract participants from across the metropolitan area and beyond. Nearly half of all program participants, approximately 49 percent, are non-residents of Minnetonka, reinforcing the facility's strong regional appeal. This level of non-resident participation demonstrates that The Marsh's programs serve as a shared regional resource, drawing individuals from surrounding communities who are seeking high-quality, specialized, and innovative programming not readily available elsewhere, including: Aquatic Bodywork, Shiatsu, Therapy pool classes, and Adaptive Swim Lessons.

- **Unique amenities** – The Marsh offers a collection of amenities that are rare among city-owned facilities and distinctive across the geographic area. Notably, the warm-water therapy pool is one of only two of its kind in the metro area. It attracts guests from across Minnesota and Wisconsin, positioning The Marsh as a regional destination for aquatic therapy. The renovation of The Marsh is estimated at \$35 million.

1.10. The **OPUS Area** project is located near the intersection of two major regional highways – U.S. Highway 169 and State Highway 62. The Opus area has 175,000 annual visits and over 10,000 employees, with anticipation of additional local and regional visitors accessing the future Green Line Extension. This project would create a community-level park and open space for visitors, employees, and residents. This open space area would also be located directly adjacent to a light rail station. This project is anticipated to be funded by several sources, with sales tax anticipated to account for \$16.5 million in costs.

Section 2. Council Action.

2.01. The city supports the authority to impose a general local sales tax of 0.5% (one half of one percent) for a period of the lesser of 30 years or the retirement of the debt (and all related issuance and interest costs) to fund the aforementioned Projects. Funding the completion of these projects through a local option sales tax is an equitable and fiscally responsible approach, given the regional nature and high level of non-resident use of this infrastructure. A sales tax allows visitors and commuters who benefit from these improvements to share in the cost of its completion, reducing reliance on property taxes borne solely by residents

2.02. Upon approval of this resolution, the city will submit the adopted resolution and documentation of regional significance to the chairs and ranking minority

members of the House and Senate Taxes committees for approval and passage of a special law authorizing the tax by January 31 of the year that it is seeking the special law.

- 2.03. Upon Legislative approval and passage of the special law authorizing the tax, the city will adopt a resolution accepting the new law, which will be filed with a local approval certificate to the Office of the Secretary of State before the following Legislative session.
- 2.04. The city will put detailed ballot questions, which include separate questions for each project, on a general election ballot for local voter approval. This will be done within two years of receiving legislative authority.
- 2.05. If one or more ballot questions pass, the city will also pass an ordinance imposing the tax and notify the Commissioner of Revenue at least 90 days before the first day of the calendar quarter that the tax will be imposed.
- 2.06. Upon completion of the aforementioned requirements, the local sales tax will commence and run for 30 years or until a sum sufficient to fund the voter-approved project(s), including related debt costs, is raised, whichever comes first.

Adopted by the city council of the City of Minnetonka, Minnesota, on January 12, 2026.

Rebecca Schack, Mayor

Attest:

Becky Koosman, City Clerk

Action on this resolution:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the city council of the City of Minnetonka, Minnesota, at a meeting held on January 12, 2026.

Becky Koosman, City Clerk

Resolution No. 2026-

RESOLUTION SUPPORTING AUTHORITY TO IMPOSE A LOCAL SALES TAX TO FUND SPECIFIC CAPITAL IMPROVEMENTS OF REGIONAL SIGNIFICANCE AND TO AUTHORIZE THE ISSUANCE OF SALES TAX-SUPPORTED BONDS

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

Section 1. Background.

- 1.01. The city has several proposed capital improvements that cannot be adequately funded with existing resources. The city desires to submit a proposal to the Minnesota Legislature to allow it to impose a local sales tax on gross receipts from retail sales within the city. The proceeds from sales tax would be used to pay the capital costs of constructing and rehabilitating the five projects described below.
- 1.02. Minnesota Statutes, Section 297A.99 provides, in part, a political subdivision may impose a local sales tax if permitted by special law and if approved by the voters of the political subdivision, and that before a governing body requests legislative approval of a special law for a local sales tax, the governing body must adopt a resolution indicating approval of the tax. The resolution must also provide the following: the proposed tax rate; how the revenues will be used; documentation of the regional significance of each project, including the share of the economic benefit to or use of each project by persons residing, or businesses located, outside the jurisdiction; the total revenue that will be raised before the tax expires; and the estimated length of time the tax will be in effect.
- 1.03. The estimated capital cost of the projects is \$97.6 million. The city estimates that local sales tax collections of 0.5% (one half of one percent) over 30 years would generate sufficient revenue to cover capital project costs, along with associated interest and bond issuance costs.
- 1.04. The revenues derived from imposition of the sales tax will be used to pay the capital costs and the associated interest and financing costs for these five (5) projects: (a) Fire Station 2 located at 1815 Hopkins Crossroad; (b) Fire Station 3 located at 5700 Rowland Road; (c) trail projects identified in the city's Trail Improvement Plan; (d) The Marsh located at 15000 Minnetonka Boulevard; and (e) OPUS Area public space/park located in the southeastern portion of the city generally northwest of the intersection of State Highway 169 and County Road 62 (collectively, "Projects").
- 1.05. The Projects will benefit both the residents and businesses of the City of Minnetonka and non-resident visitors and businesses. Funding the Projects with a local sales tax will more closely distribute the cost of the Projects to the users of the improvements.
- 1.06. The **Fire Station 2** project would rebuild the current facility located at 1815 Hopkins Crossroad. A new building will provide critical regional benefits by providing 24-hour emergency response capabilities in the northeast portion of Minnetonka. This area serves the Ridgedale district, which attracts over 1 million visitors each month and supports more than 650 businesses that employ approximately 10,000 people. Located near the heavily traveled Highway 394 and 494 corridors, where over 200,000 vehicles pass through daily, the station

will significantly enhance public safety for residents, commuters, and visitors. Beyond serving Minnetonka, Fire Station 2 is a key component of regional emergency preparedness, assisting more than five adjacent communities through statewide and regional mutual aid agreements. This investment ensures faster response times and improved protection for a high-traffic, high-impact area that is essential to the region's economic vitality. The Fire Station 2 project is estimated at \$13 million.

- 1.07. The **Fire Station 3** project is located at 5700 Rowland Road. A rebuilt satellite fire station in this quadrant of the city would provide critical regional benefits by delivering 24-hour emergency response capabilities in the southeast portion of Minnetonka. This area includes the OPUS district, which currently encompasses over 4 million square feet of commercial property and employs more than 10,000 people. Beginning in 2027, OPUS will also be served by the new Southwest Light Rail line, further increasing activity and demand for emergency services. Fire Station 3 will enhance safety along the Highway 169 and Highway 62 corridors, which see approximately 90,000 commuters daily. In addition to serving Minnetonka, this station plays a vital role in regional emergency preparedness by providing mutual aid assistance to neighboring communities through regional and statewide agreements. This investment ensures rapid response and improved protection for a growing, high-density area that is essential to the region's economic and transport network. The satellite station's current location is not conducive to modern fire station design due to topographic constraints. Fire Station 3 is an estimated \$17.6 million project, which includes \$2 million for property acquisition.
- 1.08. Completing the **high-priority trails** identified in the city's Trail Improvement Plan will create a fully connected, multimodal transportation system that serves residents, employees, and visitors alike. Minnetonka currently maintains approximately 110 miles of local trails that connect neighborhoods, schools, parks, and employment centers. These local facilities function as the critical "last-mile" connections to regional infrastructure, including the Lake Minnetonka Regional Trail and the Minnesota River Bluffs Regional Trail, both of which traverse the community. In 2027, a third regional trail will be constructed connecting Eagle Lake in Maple Grove to Bryant Lake in Eden Prairie, further strengthening Minnetonka's role as a regional transportation hub. These regional trails represent significant transportation assets, each recording approximately 1 million annual visits and ranking among the most heavily used in the metropolitan area, underscoring their value as both mobility corridors and economic drivers. The completion of these high-priority trails is an estimated \$34 million project.
- 1.09. **The Marsh** project, located at 15000 Minnetonka Boulevard, would benefit both regional residents and businesses in the City of Minnetonka through the renovation of the city-owned health and wellness center. The Marsh currently serves a broad regional audience, attracting both residents and visitors who travel from across the region to participate in conferences, health and wellness programs and amenities, community meetings, and gathering spaces, including:
- **Membership** – The Marsh's membership base reflects its role as a true regional destination, with over 8,000 members, with approximately half residing outside the City of Minnetonka. Members travel from nearly 100 cities across the

metropolitan area and surrounding regions to utilize the facility. This broad geographic participation underscores the Marsh's unique offerings and highlights its importance as a shared regional resource serving communities well beyond Minnetonka's boundaries.

- **Rentals** – Thousands of users from throughout the region regularly choose The Marsh for special rental event rentals such as weddings, celebrations of life, graduation, retirement, birthday and holiday parties. The high demand reflects the facility's strong regional draw and its unique, welcoming environment. Renters include residents, non-residents, non-profit organizations and local and regional businesses.

- **Programs** – The Marsh offers a wide range of programs throughout the year that attract participants from across the metropolitan area and beyond. Nearly half of all program participants, approximately 49 percent, are non-residents of Minnetonka, reinforcing the facility's strong regional appeal. This level of non-resident participation demonstrates that The Marsh's programs serve as a shared regional resource, drawing individuals from surrounding communities who are seeking high-quality, specialized, and innovative programming not readily available elsewhere, including: Aquatic Bodywork, Shiatsu, Therapy pool classes, and Adaptive Swim Lessons.

- **Unique amenities** – The Marsh offers a collection of amenities that are rare among city-owned facilities and distinctive across the geographic area. Notably, the warm-water therapy pool is one of only two of its kind in the metro area. It attracts guests from across Minnesota and Wisconsin, positioning The Marsh as a regional destination for aquatic therapy. The renovation of The Marsh is estimated at \$16.5 million.

1.10. The **OPUS Area** project is located near the intersection of two major regional highways – U.S. Highway 169 and State Highway 62. The Opus area has 175,000 annual visits and over 10,000 employees, with anticipation of additional local and regional visitors accessing the future Green Line Extension. This project would create a community-level park and open space for visitors, employees, and residents. This open space area would also be located directly adjacent to a light rail station. This project is anticipated to be funded by several sources, with sales tax anticipated to account for \$16.5 million in costs.

Section 2. Council Action.

2.01. The city supports the authority to impose a general local sales tax of 0.5% (one half of one percent) for a period of the lesser of 30 years or the retirement of the debt (and all related issuance and interest costs) to fund the aforementioned Projects. Funding the completion of these projects through a local option sales tax is an equitable and fiscally responsible approach, given the regional nature and high level of non-resident use of this infrastructure. A sales tax allows visitors and commuters who benefit from these improvements to share in the cost of its completion, reducing reliance on property taxes borne solely by residents

2.02. Upon approval of this resolution, the city will submit the adopted resolution and documentation of regional significance to the chairs and ranking minority

members of the House and Senate Taxes committees for approval and passage of a special law authorizing the tax by January 31 of the year that it is seeking the special law.

- 2.03. Upon Legislative approval and passage of the special law authorizing the tax, the city will adopt a resolution accepting the new law, which will be filed with a local approval certificate to the Office of the Secretary of State before the following Legislative session.
- 2.04. The city will put detailed ballot questions, which include separate questions for each project, on a general election ballot for local voter approval. This will be done within two years of receiving legislative authority.
- 2.05. If one or more ballot questions pass, the city will also pass an ordinance imposing the tax and notify the Commissioner of Revenue at least 90 days before the first day of the calendar quarter that the tax will be imposed.
- 2.06. Upon completion of the aforementioned requirements, the local sales tax will commence and run for 30 years or until a sum sufficient to fund the voter-approved project(s), including related debt costs, is raised, whichever comes first.

Adopted by the city council of the City of Minnetonka, Minnesota, on January 12, 2026.

Rebecca Schack, Mayor

Attest:

Becky Koosman, City Clerk

Action on this resolution:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the city council of the City of Minnetonka, Minnesota, at a meeting held on January 12, 2026.

Becky Koosman, City Clerk

The Marsh

Option 1: (\$15M - includes repayment of \$6.275M) Deferred Maintenance	Option 2: (\$32M - includes repayment of \$6.275M) Facility Renovation (includes def. maint.)	Option 3: (\$41M - includes repayment of 6.275M) Facility Renovation + Event Pavilion Addition
Deferred Maintenance & Interior Refresh	Deferred Maintenance & Interior Refresh	Deferred maintenance & Interior Refresh
<p>Refresh existing spaces: new paint, ceilings, lighting, flooring, millwork, FFE, etc. New AV technology in program spaces and meeting spaces Pool maintenance Exterior façade repairs/re-stain and roof replacement Replace exterior deck in place New exterior and interior signage</p> <p>Provide minimal bike infrastructure (air, drinking fountain/bottle filler) for trail access</p> <p style="text-align: center;"><i>Maintain current programming</i></p> <p style="text-align: center;"><i>No Addition</i></p>	<p style="background-color: #d3d3d3; text-align: center;">Interior Renovation & Program Expansion</p> <p>Renovate Conference/Event/Retreat Center to create connections to spa facility (imagine a wedding with spa experience for instance); open events lobby to face the marsh landscape to the north</p> <p>Expand spa into existing retail space for more unique spa spaces (halotherapy, sand floor, others); create outdoor spa programming</p> <p>Consider offerings for higher membership levels; ideas include private outdoor hot tub/sauna area</p> <p>Relocate offices to existing child watch space (whole or portion of space as needed), and convert outdoor space adjacent to child watch to outdoor rental area (bikes, snowshoes, etc.)</p> <p>Provide better separation between public lobby and member only spaces; consider enclosure at middle stair to separate public from locker rooms</p> <p>Rework existing office adjacent to kitchen to expanded dining room with rentable private dining room (free up lobby to be more public but retain café connection so public has access)</p> <p>Repair pools and pool mechanical</p> <p>Renovate locker rooms for code compliance, inclusive/family locker rooms, amenity improvements, and pool access</p> <p>Exterior façade and roof replacement – new cladding and roofing throughout, new windows and doors</p> <p>Nature programming layer – Improvements to outdoor deck and boardwalk Extend elevator to upper-level walking track to make it accessible</p> <p style="text-align: center;"><i>No Addition</i></p>	<p style="background-color: #d3d3d3; text-align: center;">Interior Renovation & Program Expansion</p> <p style="background-color: #90ee90; text-align: center;">New Addition</p> <p>New addition of a sheltered pavilion with enclosed support spaces Expands programming at The Marsh to a broader age demographic Provides space for outdoor seating, food service/catering space, lawn games and activities, rentals, and events Utilizes west parcel to accommodate expanded parking need Utilize west parcel for expanded programming Infrastructure and landscape for outdoor programming/events</p>

**City Council
Agenda Item 15.A
Meeting of January 12, 2026**



Title: Boards and commissions reappointments

Report from: Sarissa Seracki, Senior Management Coordinator

Submitted Through: Erik Nilsson, City Attorney
Moranda Dammann, Assistant City Manager
Mike Funk, City Manager

Presenter: Mike Funk, City Manager

Action Requested: Motion

Form of Action: Other

Votes needed: 4 votes

Summary Statement

On Jan. 31, 2026 the appointment terms will expire for the Minnetonka Boards and Commissions members listed below. Staff recommends these members should continue to serve in their respective capacities.

Recommended Action

Motion to approve the reappointments to the Minnetonka Boards and Commissions.

Strategic Plan Relatability

Community Inclusiveness

Minnetonka Boards and Commissions provide residents opportunities to participate in local government which directly relates to desired outcome 6.1, "all people feel welcome and engagement."

Financial Consideration

No

Background

On Jan. 31, 2026, the appointment terms will expire for some members of the park board, economic development advisory commission (EDAC), senior advisory board, sustainability commission and diversity, equity and inclusion (DEI) commission. All listed members are eligible to be reappointed, and they each have indicated an interest in continuing to serve another term. The members listed below have been valuable and productive members, and staff recommends their reappointments.

Reappointments:

- David Haeg, to the EDAC, to serve a two-year term, effective Feb. 1, 2026 and expiring on Jan. 31, 2028
- Maram Falk, to the EDAC, to serve a two-year term, effective Feb. 1, 2026 and expiring on Jan.

31, 2028

- Irene Connors, to the EDAC, to serve a two-year term, effective Feb. 1, 2026 and expiring on Jan. 31, 2028
- Jeannie Pebbles, to the EDAC, to serve a two-year term, effective Feb. 1, 2026 and expiring on Jan. 31, 2028
- David Ingraham, to the park board, to serve a two-year term, effective Feb. 1, 2026 and expiring on Jan. 31, 2028
- Dana Minion, to the planning commission, to serve a two-year term, effective Feb. 1, 2026 and expiring on Jan. 31, 2028
- Amanda Maxwell, to the planning commission, to serve a two-year term, effective Feb. 1, 2026 and expiring on Jan. 31, 2028
- Lisa Lee, to the senior advisory board, to serve a two-year term, effective Feb. 1, 2026 and expiring on Jan. 31, 2028
- Linda Cohen, to the senior advisory board, to serve a two-year term, effective Feb. 1, 2026 and expiring on Jan. 31, 2028
- Vanessa Willis, to the senior advisory board, to serve a two-year term, effective Feb. 1, 2026 and expiring on Jan. 31, 2028
- Susan Mohr, to the senior advisory board, to serve a two-year term, effective Feb. 1, 2026 and expiring on Jan. 31, 2028
- Marlene Garvis, to the senior advisory board, to serve a two-year term, effective Feb. 1, 2026 and expiring on Jan. 31, 2028
- August Aquila, to the senior advisory board, to serve a two-year term, effective Feb. 1, 2026 and expiring on Jan. 31, 2028
- Brian Golob, to the sustainability commission, to serve a two-year term, effective Feb. 1, 2026 and expiring on Jan. 31, 2028
- Ashley Pattain, to the sustainability commission, to serve a two-year term, effective Feb. 1, 2026 and expiring on Jan. 31, 2028
- Elisa Chen, to the DEI commission, to serve a three-year term, effective Feb. 1, 2026 and expiring on Jan. 31, 2029
- Alisa Dean, to the DEI commission, to serve a three-year term, effective Feb. 1, 2026 and expiring on Jan. 31, 2029
- Martin Quintana, to the DEI commission, to serve a three-year term, effective Feb. 1, 2026 and expiring on Jan. 31, 2029

Section 2.02 of the City Charter states members of such bodies [boards and commissions] will be appointed by the mayor, subject to approval by the city council. The city also strives to have balanced and diversified boards and commissions. This highlights the importance of revisiting the recruitment process each year to ensure the city is reaching all residents and improving accessibility of the application.

**City Council
Agenda Item 15.B
Meeting of January 12, 2026**



Title: Council and staff annual appointments

Report from: Sarissa Seracki, Senior Management Coordinator

Submitted Through: Erik Nilsson, City Attorney
Moranda Dammann, Assistant City Manager
Mike Funk, City Manager

Presenter: Mike Funk, City Manager

Action Requested: Motion

Form of Action: Other

Votes needed: 4 votes

Summary Statement

Each year the council approves the appointments of representatives to various outside boards, commissions and committees. The council also recognizes councilmembers, city staff and others who serve as city representatives on various city advisory groups, outside agency boards, commissions and committees.

Recommended Action

Motion to approve council appointments on the listed organizations.

Strategic Plan Relatability

N/A

Financial Consideration

No

Background

During the Dec. 15, 2025 study session, city council identified and discussed which boards, commissions and committees they would like to serve on. City staff also reviewed the roster and determined which boards, commissions and committees they would like to serve on for 2026.

ATTACHMENTS:

[2026 council and staff appointments](#)

City of Minnetonka
2026 Council Representatives/Staff Participant or Contact

Committee	Council/Other Representative	Staff Participant/Contact	Notes		
			1	2	3
CITY ASSOCIATIONS					
LMC Improving Fiscal Futures Committee	Vacant ^M	Darin Nelson ^A		V	X
LMC Improving Service Delivery Committee	Deb Calvert ^M	Andrew Wittenborg ^A		V	X
LMC Improving Local Economies Committee	Paula Ramaley ^M , Kimberly Wilburn ^A	Mike Funk ^A		V	X
LMC HR & Data Practices Committee	Vacant ^M	Erik Nilsson ^A , Sarah Donovan ^A		V	X
LMC Elections Task Force	Deb Calvert ^M	Kelsey Larson ^A		V	X
Metro Cities Legislative Contact	Rebecca Schack	Mike Funk		V	X
Metro Cities Municipal Revenues Committee	Vacant ^M	Darin Nelson ^A		V	X
Metro Cities Metropolitan Agencies Committee	Deb Calvert ^M	Mike Funk ^A		V	X
Metro Cities Transportation & Gen. Gov't Committee	Rebecca Schack ^M	Open		V	X
Metro Cities Housing & Econ. Develop. Committee	Kissy Coakley ^M	Julie Wischnack ^M		V	X
Municipal Legislative Commission	Rebecca Schack ^M	Mike Funk ^A	X	EX	X
NLC Community & Economic Development Committee	Paula Ramaley ^M	N/A			
NLC Energy, Environment, & Natural Resources Steering Committee	Deb Calvert ^M	N/A		V	X
LOGIS Board of Directors	N/A	Mike Funk ^M , Jeff Dulac ^A	X	UT	X
REGIONAL ORGANIZATIONS					
Bassett Creek Watershed Management Commission	Vacant	Leslie Yetka ^L	X	UT	X
Green Line Extension Corridor Management Committee	Kimberly Wilburn ^M	Julie Wischnack ^A	X	UT	X
Green Line Extension PLACES Committee	Kimberly Wilburn	Kjerstin Yager, Julie Wischnack		O	X
I-494 Corridor Commission	Rebecca Schack ^M	Julie Wischnack ^M	X	UT	X
Lake Minnetonka Conservation District	Nicole Stone ^M	Mike Funk ^L	X	UT	X
Minnehaha Creek Watershed District	None – county appointed	Leslie Yetka ^L		O/UT	X
Nine Mile Creek Watershed District	None – county appointed	Leslie Yetka ^L		O/UT	X
Regional Council of Mayors	Rebecca Schack ^L	N/A		EX	X
Riley/Purgatory Creek Watershed District	None – county appointed	Leslie Yetka ^L		O/UT	X
Southwest Suburban Cable Commission	Deb Calvert ^M	Jeff Dulac ^M , Vacant ^A	X	UT	X
Bassett Creek WMO Technical Advisory Committee	N/A	Eric Eckman ^M	X	UT	X
Suburban Rate Authority	N/A	Will Manchester ^M , Darin Nelson ^A	X	A	X
Active Living Hennepin Communities		Kelly O'Dea		V	X
MINNETONKA AREA ORGANIZATIONS					
Bennett Family Park Board	N/A	Darin Ellingson ^L		V	X
Charter Commission	^M	Erik Nilsson ^L		O	X
Economic Development Advisory Commission	Paula Ramaley ^L	Alisha Gray ^L , Julie Wischnack ^A , Ann	X	A	X

(EDAC)		Duginske Cibulka, Chair; David Haeg Vice Chair			
Glen Lake Golf Course Operating Committee	N/A	Kelly O'Dea			X
Hopkins SD Schools/Cities	Rebecca Schack ^{EX}	Mike Funk ^{EX}		EX	X
Hopkins Schools & Communities in Partnership	Kissy Coakley	Jayce Alexander ^L , Alisha Gray ^A		O	X
Minnetonka Family Collaborative (SD #276)	Deb Calvert	Jayce Alexander ^L , Alisha Gray ^A		O	X
Minnetonka Fire Fighters Relief Association	Rebecca Schack ^M	Kevin Fox ^{EX} , Darin Nelson ^{EX}	X	EX/A	X
Minnetonka SD Schools/Cities	Rebecca Schack ^{EX}	Mike Funk ^{EX}		EX	X
Minnetonka SD Tonka Cares		Assign as needed		V	X
Music Association of Minnetonka (MAM)	N/A	Kelly O'Dea ^M	X	UT	X
West Hennepin Affordable Housing Land Trust	Patsy Foster-Bolton	Julie Wischnack ^L , Alisha Gray ^A		O/UT	X
Partners for Healthy Kids		Jayce Alexander ^L , Alisha Gray ^A		O	X

Revised Dec. 29, 2025

Notes:

- A Indicates person is an alternate to the person designated for the organization, either as an alternative voting member or alternate liaison.
 - EX Indicates the person is an ex-officio member of the organization – i.e., serves by virtue of the person's office
 - L Indicates person is a designated, non-voting liaison or point of contact.
 - M Indicates person is a voting member of the organization.
- 1 When this column is marked, it indicates that city council or staff representation is required by law, joint powers agreement or other agreement. Unless noted otherwise, the person identified is a voting member.
 - 2 Appointing authority. Key: A= appointment is made annually by council; EX= member serves ex-officio, by virtue of office; UT = member is serving unexpired term; council makes appointment when term expires; O = organization, not city council, makes appointment; V = voluntary participation.
 - 3 Conflict of interest: when X is checked, it means that the council recognizes that the council person or staff person is serving on the committee or organization as a representative of the City of Minnetonka, for purposes of the city's code of ethics.

**City Council
Agenda Item 15.C
Meeting of January 12, 2026**



Title: Appointments for zoning ordinance update work group

Report from: Sarissa Seracki, Senior Management Coordinator

Submitted Through: Erik Nilsson, City Attorney
Moranda Dammann, Assistant City Manager
Mike Funk, City Manager

Presenter: Mike Funk, City Manager

Action Requested: Motion

Form of Action: Other

Votes needed: 4 votes

Summary Statement

At the Jan. 13, 2025 and Jan. 27, 2025 city council meetings the city council unanimously approved members for the zoning code work group. During the Dec. 15, 2025 study session, city council discussed how to move forward with the zoning work group appointments due to Brad Wiersum not serving on the city council in 2026, and Alex Hanson also not serving on the planning commission after Jan. 2026. City council discussed and determined Brad Wiersum should remain on the work group as a resident, Mayor Rebecca Schack will serve as a council representative and Alex Hanson will serve as a resident. The planning commission open position will be appointed once the upcoming 2026 vacancies on the planning commission are filled. Mayor Schack will recommend that appointment with the approval of city council.

The updated zoning ordinance work group would include the following members:

- Resident: David Allan
- Resident: Sandra Johnson
- Resident: Brad Wiersum
- Resident: Alex Hanson
- Council representative: Rebecca Schack
- Council representative: Kimberly Wilburn
- EDAC: Lee Jacobson
- DEI Commission: Derrick Banks
- Park Board: Katie Semersky
- Planning Commission: to be determined
- Senior Advisory Commission: Linda Cohen
- Sustainability Commission: Ashley Pattain

Recommended Action

Motion to approve the following zoning ordinance work group appointments:

- Brad Wiersum to serve as a resident

- Alex Hanson to serve as a resident, after Jan. 31, 2026
- Rebecca Schack to serve as a council representative

Financial Consideration

N/A

Background

The zoning ordinance update community workgroup consists of ten individuals: eight current or former members from each of the city’s boards and commissions, along with two at-large residents. Minnetonka residents applied through Minnetonka Matters. During the Jan. 13, 2025 and Jan. 27, 2025 council meetings, city council approved the following appointments to the work group:

- Resident: David Allan
- Resident: Sandra Johnson
- Council: Brad Wiersum
- Council representative: Kimberly Wilburn
- EDAC: Lee Jacobson
- DEI Commission: Derrick Banks
- Park Board: Katie Semersky
- Planning Commission: Alex Hanson
- Senior Advisory Commission: Linda Cohen
- Sustainability Commission: Ashley Pattain

During the Dec. 15, 2025 study session, city council discussed how to move forward with the zoning work group appointments due to Brad Wiersum not serving on the city council in 2026, and Alex Hanson also not serving on the planning commission in 2026. City council discussed and determined Brad Wiersum should remain on the work group as a resident, Mayor Rebecca Schack will serve as a council representative and Alex Hanson will serve as a resident. The planning commission open position will be appointed once the upcoming 2026 vacancies on the planning commission are filled. Mayor Schack will recommend that appointment with the approval of city council.

The updated zoning ordinance work group will look like the following:

- Resident: David Allan
- Resident: Sandra Johnson
- Resident: Brad Wiersum
- Resident: Alex Hanson
- Council representative: Rebecca Schack
- Council representative: Kimberly Wilburn
- EDAC: Lee Jacobson
- DEI Commission: Derrick Banks
- Park Board: Ella DiLorenzo
- Planning Commission: to be determined
- Senior Advisory Commission: Linda Cohen
- Sustainability Commission: Ashley Pattain

ATTACHMENTS:

[Supplemental background report from Jan. 13, 2025 city council meeting](#)

Supplemental Background Report

Workgroups

- **Community workgroup.** This workgroup will consist of ten individuals; eight current or former members from each of the city's boards and commissions, along with one two at large residents. In appointing workgroup members, the city is aiming for diversity in age, gender, and race. It is also crucial that some members possess a basic understanding of zoning. This way, the workgroup can focus on developing the new zoning ordinance instead of spending time educating members on zoning fundamentals.

Assistant City Planner Susan Thomas would be the staff liaison to the community workgroup, which would meet at least three times (see the Process and Schedule section). Agendas would be posted, and meetings would be audio recorded. While the meetings would be open to the public, like city council study sessions, the public would not be allowed to participate in the work of the workgroup. Minutes of the meetings would be produced and available.

Appointed members:

Representing	Member
Council	Brad Wiersum
Council	
Economic Development Advisory Commission	Lee Jacobson
Diversity Equity and Inclusion Commission	Derrick Banks
Park Board	Ella DiLorenzo
Planning Commission	Alex Hanson
Senior Advisory Board	Linda Cohen
Sustainability Commission	Ashley Pattain
At Large	David Allan
At Large	Sandra Johnson

- **Staff workgroup.** This workgroup would consist of the existing development review team and diversity, equity, and inclusion staff. This team is recognized as the city's subject matter experts. They will help to ensure that the new ordinance aligns with the community goals outlined in the comprehensive plan and the council's vision while also incorporating the federal and state laws that the city is required to enforce.

Position	Staff
Community Development Director	Julie Wischnack
City Planner	Susan Thomas
Senior Planner	Drew Ingvalson
Planner	Bria Raines
Economic Development and Housing Manager	Alisa Gray
Housing Coordinator	Kendyl Larson
Economic Development Coordinator	Kjerstin Larson

City Engineer	Phil Olson
Senior Civil Engineer	Jeremy Koenen
Water Resources Engineer	Sarah Schweiger
Right of Way/Property Coordinator	Sarah Krake
Natural Resources Manager	Leslie Yetka
Natural Resources Specialist	Luke Menden
Deputy Public Works Director	Mike Kuno
Streets and Park Operations Manager	Darin Ellingson
Sustainability Coordinator	Ally Sutherland
Police Captain	Rachel Meehan
Fire Marshall	Luke Berscheit
Battalion Chief	Kevin Hruby
City Attorney	Corrine Heine*
Senior Diversity, Equity, and Inclusion Coordinator	Jayce Alexander

*retiring in March 2025

Engagement and Feedback

- **City council.** The city council will receive regular updates regarding the work of both the staff and community workgroups. Staff will provide a short, written memo for inclusion in the regular council packets, and during each of the four rewrite phases, the consultant group would give a virtual update. When drafts of the new zoning ordinance become available, the council will conduct three formal meetings, one jointly with the planning commission. (See the Process and Schedule section below.)
- **Boards and commissions.** Community workgroup members will regularly provide updates to their boards or commissions. As the zoning ordinance is within the planning commission's purview, staff will also provide a short, written memo for inclusion in regular planning commission packets.
- **Public.** The city will use media available – including the Minnetonka Memo, Minnetonka Matters, minnetonkamn.gov, and all social media, to:
 - ✓ Educate the public on the zoning ordinance, its current state, what the diagnostic report told the city, and why the city council chose to move forward with an ordinance rewrite.
 - ✓ Inform the public of which phase the rewrite process is in at any given time.
 - ✓ Seek feedback from the public when various working drafts of the ordinance are available. Dialog and formats for feedback related to the ordinance drafts/draft components may be at open house-style or tabling events, surveys on Minnetonka Matters, or a combination thereof.

Process and Schedule

Year	Months	Phase	Activities	Communication
2025	Jan.	Project Kick Off	<ul style="list-style-type: none"> • Staff Workgroup Meetings • Community Workgroup Meetings • Council Check-In 	Public Communication Activities
2025	Feb. to May	<p>Calibration</p> <p>New zoning standards and uses will be developed, zoning districts will be drafted, and the new code's style and structure will be laid out. Meetings would be held with the staff workgroup (virtual) and the community workgroup (in-person.)</p>	<ul style="list-style-type: none"> • Staff Workgroup Meetings • Community Workgroup Meetings • Council Check-In 	Public Communication Activities
2025	June to Sept.	<p>Codification - Administrative Draft</p> <p>A draft ordinance will be provided for workgroup review. The staff workgroup (virtual) and the community workgroup (in-person) will hold meetings, and a revised draft will be created based on these meetings.</p>	<ul style="list-style-type: none"> • Staff Workgroup Meetings • Community Workgroup Meetings • Council Check-In 	Public Communication Activities
	Oct. to May	<p>Codification - Public Review Draft</p> <p>The revised draft will be provided for public review, and public engagement will be conducted.</p> <p>Based on the engagement, a revised draft may be provided. The council will introduce this ordinance at a regular council meeting.</p>	<ul style="list-style-type: none"> • Staff Workgroup Meetings • Community Workgroup Meetings • Public engagement • Formal City Council Meetings (2) • Planning Commission Meetings (2) 	
<p>A public hearing will be conducted at a joint planning commission/city council meeting. The public hearing will be continued to a future commission meeting and revisions may be made to the draft ordinance based on commission and council direction at the joint hearing.</p> <p>A second public hearing before the planning commission will be held, and any necessary revisions will be made following that hearing.</p>				

		A final draft will be provided for city council consideration at a regular council meeting.		
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