

**Agenda
City of Minnetonka
City Council Regular Meeting
Monday, March 3, 2025
6:00 PM
Council Chambers
14600 Minnetonka Blvd.**



1. Call to Order
2. Pledge of Allegiance
3. Roll Call: Wilburn, Calvert, Ramaley, Coakley, Foster-Bolton, Schack, Wiersum
4. Approval of Agenda
 - A. [March 3, 2025 addenda](#)
5. Approval of Minutes: None
6. Special Matters:
 - A. [City Attorney Corrine Heine farewell recognition](#)
 - B. [Women's History Month proclamation](#)
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. [Resolution for the Sherwood and Burch Lift Station Forcemains Improvement Project](#)
 - B. [Ordinance making technical corrections to the city code](#)
11. Consent Agenda - Items Requiring Five Votes:
 - A. [Funding Agreement for Metropolitan Council Local Housing Incentives Account \(LHIA\) Affordable Homeownership Grant Program](#)
12. Introduction of Ordinances:
 - A. [Items concerning Marsh Run III, a rental townhome development at 11800 Wayzata Blvd.](#)
13. Public Hearings:
 - A. [On-sale wine and on-sale 3.2 percent malt beverage liquor licenses for Abang Yoli Minnetonka, LLC, dba Abang Yoli at 12934 Minnetonka Blvd.](#)

- B. Change in ownership for an existing on-sale brewer's taproom and Sunday liquor license, and off-sale intoxicating liquor license to Unmapped Brewing Company, LLC, 14625 Excelsior Blvd.
 - C. Use of the Community Investment Fund to finance renovation of the Ice Arena Rink B Refrigeration Improvement Project
14. Other Business:
- A. Resolution for the West Metro Multi-Community Wellhead Protection Plan (Part I) and Part II.
 - B. Closed session for consideration of offer or counteroffer for purchase of real property
15. Appointments and Reappointments:
- A. Appointment of advisors for the 2025 Local Board of Appeal and Equalization
 - B. Economic development advisory commission (EDAC) chair and vice-chair appointments
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 4.A
Meeting of March 3, 2025**



Title: March 3, 2025 addenda

Presenter: Mike Funk

Form of Action: Other

Summary Statement

ITEM 10B - Ordinance making technical corrections to the city code

A typo was found in the ordinance and a new version has been added. In section 4 there is a transposition of text: "section 850.40, subd. 1(a)" should be "section 805.40, subd. 1(a)".

ITEM 12A - Items concerning Marsh Run III

The Supplemental Background Report indicates that the proposal requires site and building plan review, with a maximum floor area ratio variance. This language was carried over from a previous report in error. As a PUD, there is no specific limit on FAR. Instead, if the council were to choose to approve the project at a future date, the FAR would be part of that approval. Additionally, public comment was received after the packet was published and is attached.

Recommended Action

No action required, informational only.

**City Council
Agenda Item 6.A
Meeting of March 3, 2025**



Title: City Attorney Corrine Heine farewell recognition

Report from: Mike Funk, City Manager

Submitted Through: Scott Boerboom, Police Chief
Kevin Fox, Fire Chief
Julie Wischnack, Community Development Director
Will Manchester, Public Works Director
Darin Nelson, Finance Director
Kelly O'Dea, Recreation Director
Moranda Dammann, Assistant City Manager

Presenter: Mayor Brad Wiersum

Action Requested: Informational

Form of Action: Other

Votes needed: N/A

Summary Statement

The city has a practice of recognizing employees upon their retirement. Corrine Heine's last day of employment with the City of Minnetonka is March 6, 2025, after more than 11 years of service to the city.

Recommended Action

Recognize Corrine Heine's retirement.

Strategic Profile Relatability

N/A

Financial Consideration

N/A

Background

It is with deep appreciation that the city presents this staff report recognizing City Attorney Corrine Heine for her nearly 12 years of dedicated service to the City of Minnetonka. Corrine has played a pivotal role in shaping the city's legal framework, guiding the city through complex legal matters, and ensuring the city operates with integrity, transparency, and legal soundness. Her contributions have been invaluable, and her impact will be felt for years to come.

Key Contributions

Legal Expertise and Major City Projects

Corrine has been instrumental in some of the largest contracts and acquisitions in Minnetonka's history.

Notable projects include:

- The Tonka Woodcraft street improvement project, south of Minnetonka Boulevard, valued at 30 million dollars
- The acquisition of The Marsh, which was a significant milestone for the city
- The redevelopment of Shady Oak Road, requiring careful legal oversight and negotiation

Her keen legal insight and ability to navigate complex contractual matters have ensured that these projects were successfully executed while protecting the city's best interests.

Development Agreements and Compliance

Over the last five years, Minnetonka has experienced the strongest period of construction in its history.

Corrine has played a key role in:

- Reviewing hundreds of development agreements
- Ensuring securities were properly managed
- Remediating compliance issues to maintain the city's high standards

Legislative and Ordinance Work

Corrine's work in drafting, reviewing, and amending city ordinances has been extensive. She has worked on 203 ordinances, including:

- Reforming parking requirements to reflect the evolving needs of the community
- Crafting a new sign ordinance to balance business needs with city aesthetics
- Developing the city's complex cannabis regulations in response to new state laws

Commitment to Public Service and Governance

Corrine's contributions extended beyond legal counsel - her leadership and commitment to good governance were evident in various areas, including:

- Attending approximately 300 council meetings over the past decade, providing sound legal guidance
- Serving as the staff liaison to the Charter Commission, where she played a crucial role in the city's discussion on ranked choice voting
- Spearheading the move to an online city code system through American Legal Publishing, improving accessibility for the public
- Strengthening the city's approach to records management, data practices and open meeting law compliance.
- Enhancing relationships with the police department regarding prosecution matters

Commitment to Diversity, Equity, and Inclusion

Corrine was a valued member of the city's initial Diversity Equity and Inclusion employee committee and was instrumental as a co-founder with the Just Deeds project, not only as her role as city attorney, but part of a broader coalition alongside the City of Golden Valley and the Minnesota Association of City Attorneys. The Just Deeds project is aimed at removing racially restrictive covenants in property records.

Professional Leadership and Recognition

Corrine's professionalism and leadership extended beyond Minnetonka:

- Past president of Minnesota Women Lawyers
- Instructor at the Minnesota Clerks Institute and Government Finance Officers Association (GFOA)
- Past president of Minnesota Association of City Attorneys
- Frequent trainer on data practices and open meeting laws
- Recognized several years as a Super Lawyer in governmental law
- Member of the Employees In Action (EIA) Committee
- 2021 recipient of the International Municipal Lawyers Association (IMLA) Distinguished Public Service Award
- Longstanding chair of the Minnesota Chapter of IMLA

A Trusted Member of the Leadership Team

As a director on the city manager's leadership team, Corrine has been a valuable and trusted advisor. The city manager personally appreciated her professionalism, honesty, and straightforward approach. While there were often easy legal answers, Corrine took the time to understand the needs of various departments - particularly in areas like recreation - and worked to find solutions that balanced legal soundness with practical implementation.

Conclusion

Corrine Heine's retirement marks the end of a significant chapter in Minnetonka's legal and administrative history, and has an impeccable reputation in the legal community. Her dedication, legal acumen, and unwavering commitment to public service have left an indelible mark on the community. The city extends its deepest gratitude for her service and wish her the very best in her well-earned retirement.

The city manager recommends the council formally recognizes and commends Corrine Heine for her exceptional contributions to the City of Minnetonka.

**City Council
Agenda Item 6.B
Meeting of March 3, 2025**



Title: Women's History Month proclamation
Report from: Jayce Alexander, Senior Diversity, Equity and Inclusion Coordinator
Submitted Through: Moranda Dammann, Assistant City Manager
Mike Funk, City Manager
Presenter: City Council

Action Requested: Informational
Form of Action: Proclamation
Votes needed: N/A

Recommended Action
Read the proclamation.

Strategic Profile Relatability
Community Inclusiveness

ATTACHMENTS:
[Women's History Month proclamation](#)



**City of Minnetonka
Proclamation
Women's History Month
March 1-31, 2025**

- WHEREAS Women's History Month is observed annually in March to honor and celebrate the vital contributions of women in history, culture, and society; and
- WHEREAS throughout history, women of all backgrounds have played an integral role in shaping our communities, breaking barriers, and making significant advancements in civil rights, science, education, business, government, the arts as well as the unpaid labor of mothers, caretakers and homemakers; and
- WHEREAS despite the immense progress made, women continue to face challenges in achieving full equality and representation in various aspects of society, making it essential to recognize their achievements and continue striving for equity and justice; and
- WHEREAS the right for all women to vote and lead in elected office had to be fought for by countless women across the country, some women running for office even before they themselves were allowed to vote; and
- WHEREAS progress for the rights of women has often left out indigenous women and women of color, making it even more important for us to stay committed to racial equity and inclusion to create a more just and inclusive community for all; and
- WHEREAS this month provides an opportunity to reflect on the extraordinary legacies of women who have paved the way for future generations while reaffirming our commitment to advancing gender equity and inclusion;

NOW, THEREFORE, BE IT RESOLVED, that the Minnetonka City Council does hereby declare the month of March, as Women's History Month in the City of Minnetonka.

March 3, 2025

Brad Wiersum, Mayor

**City Council
Agenda Item 10.A
Meeting of March 3, 2025**



Title: Resolution for the Sherwood and Burch Lift Station Forcemains Improvement Project

Report from: Mike Kuno, P.E., Deputy Public Works Director

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

Presenter: Will Manchester, P.E., Public Works Director

Action Requested: Motion

Form of Action: Resolution

Votes needed: 4 votes

Summary Statement

The Sherwood and Burch Lift Station Forcemains Improvement Project proposes to replace a segment of Sherwood Lift Station forcemain along Hopkins Crossroad, from Live Oak Drive to Timberline Road, and a segment of Burch Lift Station forcemain along Archwood Road from a manhole south of Crestridge Drive to Wayzata Boulevard North (under Interstate 394).

Recommended Action

Motion to adopt the resolution ordering the improvements, accepting plans and specifications and authorizing the advertisement for bids for the Sherwood and Burch Lift Station Forcemains Improvement Project No. 25907 and 23907.

Strategic Profile Relatability

Infrastructure & Asset Management

The Sherwood and Burch Lift Station Forcemains Improvement Project supports initiatives to maintain and manage capital assets, preserve long-term investment, ensure reliable service and protect our natural environment.

Financial Consideration

Yes

The Sherwood and Burch Lift Station Forcemains Improvement Project are budgeted in 2025 of the 2025 – 2029 Capital Improvement Program and 2023 of the 2023 – 2027 Capital Improvements Program respectively.

Background

See attached Supplemental Background Report.

ATTACHMENTS:

[Supplemental Background Report](#)

[Resolution](#)

[Map](#)

Supplemental Background Report

Burch Lift Station is located northeast of Crescent Ridge Corporate Center, in the northeast quadrant of the I-394 and Hopkins Crossroad interchange. The lift station was constructed in 1969, underwent a major rehabilitation project in 2023/2024 and collects sanitary sewer from areas along I-394 between I-494 and Hopkins Crossroad, including the Ridgedale Mall area. The project had originally been budgeted for capital improvements in 2022; however, due to material delays related to the generator and variable frequency drive (VFD's) pumps, was delayed and completed in 2024.

The lift station pumps sanitary sewage through an existing 12-inch diameter forcemain under I-394 and along Archwood Drive to a sewer manhole near Crestridge Drive. When the Crescent Ridge Corporate Center was constructed in 1998, the segment of forcemain between the lift station and Wayzata Drive North was replaced to accommodate the redevelopment of the site. However, the forcemain from Wayzata Drive North to Crestridge Drive was not included with that work and needs to be replaced.

Sherwood Lift Station is located along Park Ridge Drive West within the Sherwood Forest neighborhood. The lift station and forcemain were constructed in 1973 and collect sanitary sewer from the Sherwood Forest area and some adjacent neighborhoods. The lift station pumps through an existing six-inch diameter forcemain along Park Ridge Drive to Hopkins Crossroad, where the forcemain downsizes to a four-inch pipe and pumps north to a manhole in Timberline Road. The forcemain is over 50 years old and needs to be replaced ahead of a planned Hennepin County roadway overlay project on Hopkins Crossroad. Due to tight constraints with the construction of the Hopkins Crossroad Trail project, the work was budgeted in 2025 to be completed in the early 2025 construction season ahead of the overlay.

Proposed Improvements

Burch Forcemain

A new 12-inch Burch Lift Station forcemain will be horizontally directionally drilled (HDD) parallel to the existing 12-inch forcemain. HDD installation is desirable due to the ability to install utilities under existing roadways while maintaining consistent traffic flow and is very common when crossing high volume roadways, such as Interstate 394, which includes an outside casing pipe in this segment. Installation of a new parallel forcemain will also allow the existing forcemain to remain operational during the installation of the replacement pipe, minimizing the risks and costs of bypassing the sewer flows during the project. The new pipe will connect to the forcemain segment that was replaced during the 1998 Crescent Ridge Corporate Center development in Wayzata Boulevard North and empty into an existing sanitary manhole in Archwood Road, near Crestridge Drive. The existing forcemain in this area will be abandoned in place once the new forcemain is operational. Staff does not anticipate any traffic impacts to Interstate 394 and only temporary impacts to Wayzata Boulevard North and Archwood Road during the project. Traffic will be maintained in these areas.

Sherwood Forcemain

A new six-inch Sherwood Lift Station forcemain will be installed via HDD parallel to the existing four-inch forcemain along Hopkins Crossroad, between Live Oak Drive and Timberline Road. The new pipe will connect to the existing six-inch forcemain in Live Oak Drive and empty into an existing sanitary manhole on Timberline Road. Installation of a new parallel forcemain will allow the existing forcemain to remain operational during the installation of the replacement pipe, minimizing the risks and costs of bypassing the sewer flows during the project. The existing

forcemain in this area will be abandoned in place once the new forcemain is operational. Staff anticipates minimal impacts to traffic flow along Hopkins Crossroad and temporary closures of Timberline Drive and Live Oak Drive during the project.

The Sherwood Lift Station Forcemain Improvements Project was originally planned as a standalone project; however, the segment of Sherwood forcemain adjacent to Hopkins Crossroad has been combined with the Burch Lift Station forcemain improvements for a number of reasons. This segment of Sherwood forcemain is only four-inch diameter and should be upsized to match the remainder of the Sherwood forcemain, which is six-inch diameter. Upsizing the pipe requires full replacement of the four-inch pipe while the existing six-inch forcemain can be lined, an alternative construction method. Combining the replacement of the four-inch segment with the Burch forcemain replacement will provide cost-savings due to the similarity of installation methods and proximity of the two projects. Combining the projects will also allow the city to expedite the work adjacent to Hopkins Crossroad to better accommodate Hennepin County's schedule for proposed pavement improvements on Hopkins Crossroad in 2025. The remainder of the Sherwood Lift Station forcemain will be rehabilitated as a standalone pipe lining project in 2026.

Estimated Project Costs and Funding

The total estimated project cost, including construction, contingency and engineering, for the Burch Lift Station Forcemain Improvements (#23907) is \$1,700,000. The 2023-2027 Capital Improvements Program (CIP) includes \$1,900,000 for the project.

The total estimated project cost, including construction, contingency and engineering, for the directional drill segment of the Sherwood Lift Station Forcemain Improvements (#25907) is \$600,000. The 2025-2029 CIP includes \$4,600,000 for the 2025 CIP Sewer – System Sustainability Improvements, which includes a number of projects in this category as shown on CIP sheet WSS-25907. An estimated total of \$1,800,000 is included for the full Sherwood Lift Station Forcemain Improvements project, with the remaining portion of the project to be bid separately (pipe lining) in 2025 and constructed at an estimated cost of \$1,200,000.

The budgeted amounts for the project are shown below and the fund balance can support the estimated project costs.

| | Budget Amount | Proposed Funding | Expense |
|---|----------------------|-------------------------|----------------|
| Burch Forcemain Improvements (#23907) | | | |
| Construction Cost | | | \$1,200,000 |
| Contingency | | | \$200,000 |
| Engineering and Indirect Costs | | | \$300,000 |
| Utility Fund (2023 CIP #23907) | \$1,900,000 | \$1,700,000 | \$1,700,000 |
| | | | |
| Sherwood Forcemain Improvements (#25907) | | | |
| Construction Cost | | | \$400,000 |
| Contingency | | | \$100,000 |
| Engineering and Indirect Costs | | | \$100,000 |
| Utility Fund (2025 CIP #25907) | \$4,600,000 | \$600,000 | \$600,000 |
| <i>*2025 Sherwood Forcemain Lining Improvements (2025 CIP #25907)</i> | | \$1,200,000 | |
| Total Budget | \$6,500,000 | \$3,500,000 | \$2,300,000 |

**Lining project to be considered by council at a future date. Will be bid separately due to alternative method of construction.*

Schedule

If the recommended actions are approved by council, staff would open bids in April with intentions of council consideration to award the contract in April. Construction is anticipated to begin in the spring/summer of 2025.

Resolution No. 2025-XXX
Resolution ordering the improvements, accepting plans and specifications and authorizing the advertisement for bids for the Sherwood and Burch Lift Station Force mains Improvement Project, Projects No. 25907 and No. 23907

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

Section 1. Background.

1.01. The plans and specifications have been prepared by or under the direction of the public works director, who is a Licensed Professional Engineer in the state of Minnesota, for the Sherwood and Burch Lift Station Force mains Improvements Project, Projects No. 25907 and No. 23907.

1.02. The plans and specifications for the construction of the Sherwood and Burch Lift Station Force mains Improvements Project, Projects No. 25907 and No. 23907 have been presented to the city council for approval.

Section 2. Council Action.

2.01. The proposed improvements are hereby ordered as proposed.

2.02. The plans and specifications, copies of which are on file with public works, are hereby accepted upon the recommendation of the public works director.

2.03. The city clerk shall prepare and cause to be inserted in the official newspaper and in Finance & Commerce an advertisement for bids for the making of such improvements under such approved plans and specifications. The advertisement shall specify the work to be done, shall state that bids will be opened and read aloud at Minnetonka Public Works, that all bids must be made online at the QuestCDN bidding site and that no bids will be considered unless accompanied by bid security in the amount of five (5) percent of the amount of the bid, which security must be submitted as required by the contract documents.

Adopted by the City Council of the City of Minnetonka, Minnesota, on March 3, 2025.

Brad Wiersum, Mayor

Attest:

Becky Koosman, City Clerk

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

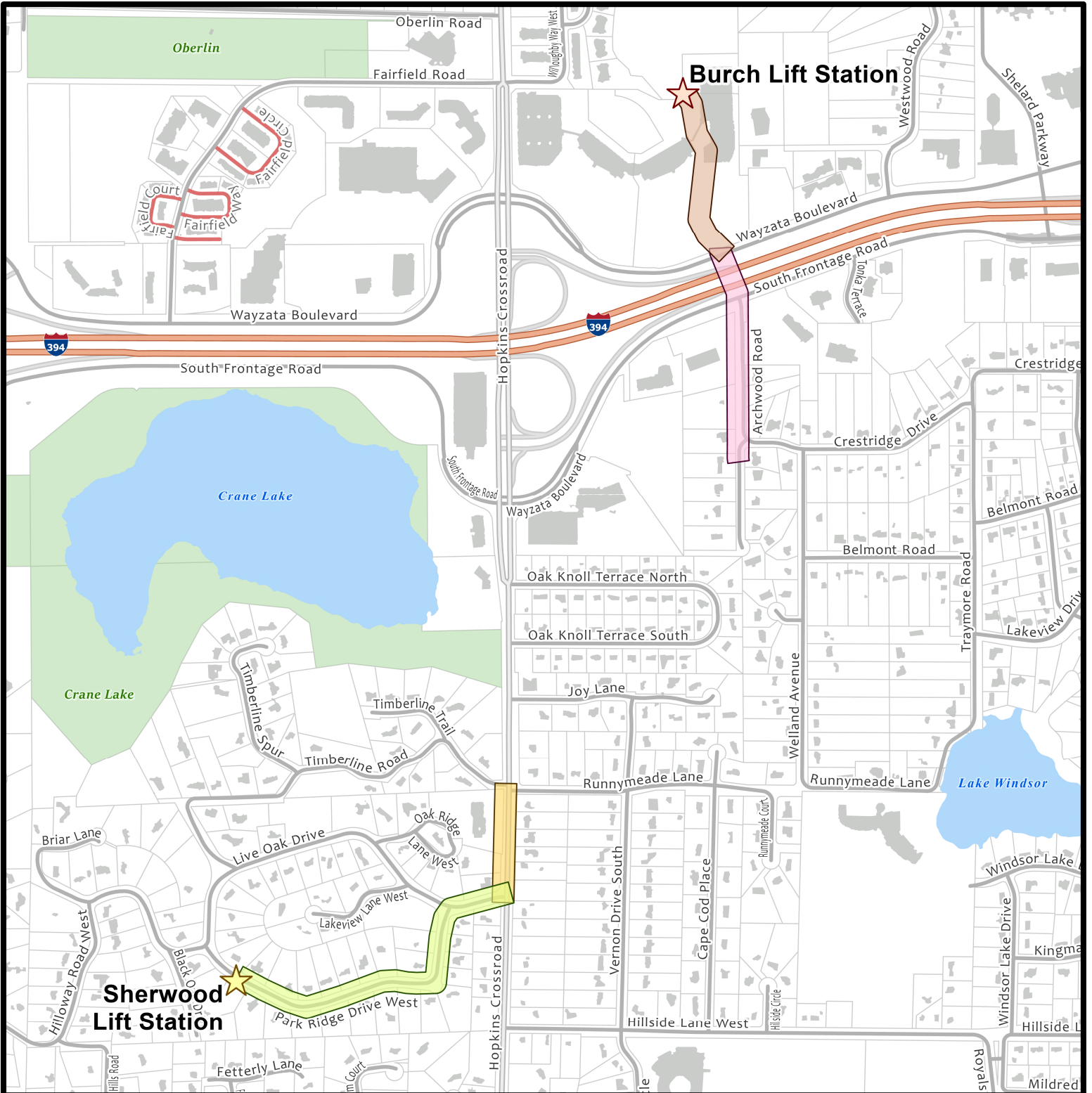
Voted against:

Abstained:

Absent:




I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on March 3, 2025.

Becky Koosman, City Clerk






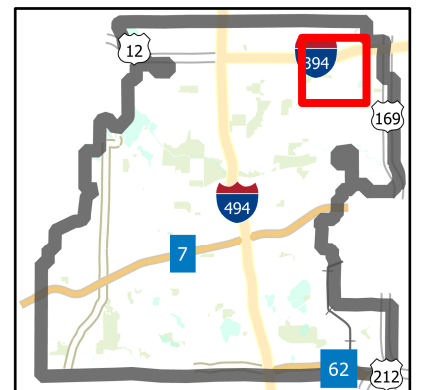
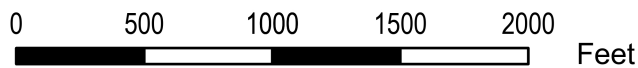
Sherwood and Burch Lift Station Forcemains Improvement Project

Sherwood

-  Sherwood Lift Station
-  2025 Sherwood Project Area
-  Sherwood Lining Project

Burch

-  Burch Lift Station
-  2025 Burch Project Area
-  1998 Burch Forcemain Replacement



**City Council
Agenda Item 10.B
Meeting of March 3, 2025**



Title: Ordinance making technical corrections to the city code

Report from: Corrine Heine, City Attorney

Submitted Through: Becky Koosman, City Clerk
Scott Boerboom, Police Chief
Moranda Dammann, Assistant City Manager
Mike Funk, City Manager

Presenter: Corrine Heine, City Attorney

Action Requested: Motion

Form of Action: Ordinance

Votes needed: 4 votes

Summary Statement

The city code contains numerous cross-references to state laws and state and federal regulations. The proposed ordinance removes cross-references that are now obsolete and updates cross-references to the current state law or regulation.

Recommended Action

Motion to adopt the ordinance.

Strategic Profile Relatability

N/A

Financial Consideration

No

Background

The city code contains numerous cross-references to provisions in state statutes and state and federal regulations. The legal department recently reviewed all of those cross-references to ensure their accuracy. Some of the cross-referenced statutes have been repealed or renumbered. The proposed ordinance repeals obsolete provisions and updates other provisions to conform to current laws.

In addition, the ordinance repeals section 1050.005 of the Minnetonka City Code. That section incorporated 54 state statutes by reference. The legal department and police department determined that section 1050.005 is not needed. Violations of state law can be enforced independent of city ordinance, by either the county attorney or the city attorney.

The ordinance also directs the city clerk to use a consistent style for citing state and federal statutes, rules and regulations. The legal department has created a table of cross-referenced statutes, rules and

regulations, and that table will be reviewed annually to ensure ongoing accuracy of the city code.

The ordinance was introduced on Feb. 24, 2025, and the council had no questions or changes.

ATTACHMENTS:

[Ordinance](#)

[Addendum](#)

Ordinance No. 2025-

An Ordinance making technical corrections to the city code; removing obsolete provisions; amending sections 300.33, 500.005, 500.010, 600.030, 610.020, 615.020, 615.065, 615.070, 805.040, 845.020, 845.025, 925.095, 930.005, 940.010, 1005.010, 1115.015, 1120.035 and 1305.005 of the Minnetonka City Code; repealing section 1050 of the Minnetonka City Code

The City of Minnetonka Ordains:

Section 1. The city clerk is directed to revise those sections of the Minnetonka City Code listed in Column 1 of the attached Exhibit A, by replacing the existing cross-referenced statute listed in Column 2 of the attached Exhibit A with the statute referenced in Column 3 of the attached Exhibit A.

Section 2. Section 300.33, subd. 4 of the Minnetonka City Code, relating to exceptions to the anti-blight regulations in section 300.33, is amended by repealing clause (d), as follows:

- d) ~~any activity regulated under Minn. Stat. §617.251; [repealed]~~

Section 3. Section 615.020 of the Minnetonka City Code, relating to exceptions to the sexually-oriented business regulations, is amended by repealing subdivision 4, as follows:

- 4. ~~activity regulated under Minn. Stat. § 617.251; [repealed]~~

Section 4. Section 850.040, subd. 1(a) of the Minnetonka City Code, relating to public pools, is amended to read as follows:

- a. Closure criteria per Minnesota Rules, ~~part 7417.3970~~ 4717.3970 or amendments thereto;

Section 5. Section 925.095, subd. 1(c) of the Minnetonka City Code, relating to wild animals, is amended to read as follows:

- c. reptiles that have the physical ability as an adult to cause substantial bodily ~~injury-harm~~ as defined in Minn. Stat. §609.02, subd. 7a, to humans and domestic animals, such as python snakes and crocodilians;

Section 6. Section 940.010 of the Minnetonka City code, relating to snowmobiles, is amended to read as follows:

940.010. Adoption of State Code.

The provisions of Minn. Stat. §§ 84.87, 84.871, 84.872, ~~84.873,~~ and 84.88 are adopted by reference. These sections apply to all public streets and all snowmobiles used in the city.

The stricken language is deleted; the underlined language is inserted.

Section 7. Section 1005.010, subd. 3 of the Minnetonka City Code, relating to definitions for curfew regulations, is amended to read as follows:

3. "Guardian" means an adult appointed under Minn. Stat. §~~525.6155~~ 524.5-202 or §~~525.6165~~524.5-204 who has the powers and responsibilities of a parent as defined by Minn. Stat. §~~525.619~~524.5-207.

Section 8. Section 1050 of the Minnetonka City Code, relating to state law offenses, a copy of which is attached as Exhibit B to this ordinance, is repealed in its entirety.

Section 9. Section 1115.015 of the Minnetonka City Code, relating to city street lighting, is amended to read as follows:

1115.015. Delinquent Payments for Electric Street Lighting.

Payments for the street lighting system are payable within 30 days following the receipt of a statement from the city. Delinquent and unpaid charges are a lien against the benefiting property and may be specially assessed against ~~certified to the county auditor and collected as a special assessment~~ on the property receiving the service, pursuant to Minn. Stat. §429.101.

Section 10. Section 1120.035, subd. 1(f) of the Minnetonka City Code, related to registration of public right-of-way users, is amended to read as follows:

f. if the registrant is a business entity as defined in Minn. Stat. §5.001 ~~corporation~~, a copy of a ~~the~~ certificate of good standing that is required to be filed with Minn. Stat. § 300.06 as recorded and certified to issued by the Minnesota secretary of state;

Section 11. For consistency within the city code, the city clerk is directed to follow the Minnesota Revisor's Manual, chapter 10 with respect to references to state and federal laws, rules or regulations and to correct such references pursuant to section 1315.025(2)(d) of the Minnetonka City Code.

Section 12. This ordinance is effective 30 days after publication.

Adopted by the city council of the City of Minnetonka, Minnesota, on _____, 2025.

Brad Wiersum, Mayor

Attest:

The stricken language is deleted; the underlined language is inserted.

Becky Koosman, City Clerk

Action on this Ordinance:

Date of introduction: Feb. 24, 2025

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 _____, 2025.

Becky Koosman, City Clerk

The ~~stricken~~ language is deleted; the underlined language is inserted.

EXHIBIT A

Updates to statutory and rule cross-references within Minnetonka City Code

| COLUMN 1 | COLUMN 2 | COLUMN 3 |
|--|---|--|
| City Code section where cross-reference appears | Cross-reference as it appears in city code | Revised cross-reference |
| 300.24, subd. 1(f) | 44 code of federal regulations (CFR), parts 59-78 | Code of Federal Regulations, title 44, parts 59-80 |
| 500.005 | Minn. Stat. § 16B.61 | Minnesota Statutes, section 326B.106 |
| 500.010, subd. 2 | Minn. Stat. § 16B.70 | Minnesota Statutes, section 326B.148 |
| 600.030, subd. 3 | Minn. Stat. § 340A.301, subd.; 7(b) | Minnesota Statutes, section 340A.301, subd. 8 |
| 610.020, subd. 2 | Minn. Stat. § 80a | Minnesota Statutes, chapter 80A |
| 615.065, subd. 5. | Minn. Stat. §§ 609.293 through 609.352 | Minnesota Statutes, sections 609.294 through 609.352 |
| 615.070, subd. 2(b) | Minn. Stat. §§ 609.293 through 609.352 | Minnesota Statutes, sections 609.294 through 609.352 |
| 805.040, subd. 1(a) | Minnesota Rules 7417.3970 | Minnesota Rules, part 4717.3970 |
| 815.045, subd. (a) | Section 157.16, Subd. 2(a) | Section 157.16, subdivision 2a |
| 845.020, subd. 1(a) | Minn. Stat. § 169.01 | Minnesota Statutes, section 169.011 |
| 845.025, subd. 1(d) | Minn. Stat. § 169.01 | Minnesota Statutes, section 169.011 |
| 930.005, subd. 9 | Minn. Stat. § 169.01 | Minnesota Statutes, section 169.011 |
| 1305.005, subd. 1(g) | Minn. Stat. § 169.01 | Minnesota Statutes, section 169.011 |
| 1305.005, subd. 1(n) | Minn. Stat. § 169.01 | Minnesota Statutes, section 169.011 |

The ~~stricken~~ language is deleted; the underlined language is inserted.

EXHIBIT B

Section 1050 – to be repealed

SECTION 1050. STATE LAW OFFENSES.

1050.005. Criminal Code Provisions Adopted.

The provisions of Minn. Stat. chapter 609 specified below are adopted by reference and made a part of this code, except that the violation of each is a misdemeanor.

1. Section 609.17, "Attempts."
2. Section 609.175, "Conspiracy."
3. Section 609.21, "Criminal Vehicular Homicide and Injury."
4. Section 609.24, "Simple Robbery."
5. Section 609.27, "Coercion."
6. Section 609.275, "Attempt to Coerce."
7. Section 609.321, "Prostitution; Definitions."
8. Section 609.322, "Solicitation, Inducement and Promotion of Prostitution."
9. Section 609.323, "Receiving Profit Derived From Prostitution."
10. Section 609.324, "Other Prohibited Acts."
11. Section 609.325, "Defenses."
12. Section 609.326, "Evidence."
13. Section 609.33, "Disorderly House."
14. Section 609.377, "Malicious Punishment of a Child."
15. Section 609.378, "Neglect or Endangerment of a Child."
16. Section 609.379, "Permitted Actions."

The ~~stricken~~ language is deleted; the underlined language is inserted.

17. Section 609.415, “Crimes Affecting Public Officer or Employee; Definitions”, with the addition of the following category to subd. 1(1):

(g) a member of a municipal board or commission, whether appointed or elected.

18. Section 609.42, “Bribery.”

19. Section 609.43, “Misconduct of Public Officer or Employee.”

20. Section 609.455, “Permitting False Claims against Government.”

21. Section 609.465, “Presenting False Claims to Public Officer or Body”

22. Section 609.47, “Interference with Property in Official Custody.”

23. Section 609.485, “Escape From Custody.”

24. Section 609.487, “Fleeing a Police Officer in a Motor Vehicle.”

25. Section 609.495, “Aiding an Offender.”

26. Section 609.498, “Tampering with a Witness.”

27. Section 609.52, “Theft.”

28. Section 609.521, “Possession of Shoplifting Gear.”

29. Section 609.53, “Receiving Stolen Property.”

30. Section 609.556, “Damage or Trespass to Property; Definitions.”

31. Section 609.561, “Arson in the First Degree.”

32. Section 609.562, “Arson in the Second Degree.”

33. Section 609.563, “Arson in the Third Degree.”

34. Section 609.564 “Excluded Fires.”

35. Section 609.576, “Negligent Fires; Dangerous Smoking.”

36. Section 609.581, “Burglary; Definitions.”

37. Section 609.582, “Burglary.”

38. Section 609.585, “Double Jeopardy.”

The ~~stricken~~ language is deleted; the underlined language is inserted.

39. Section 609.59, "Possession of Burglary or Theft Tools."
40. Section 609.595, "Damage to Property."
41. Section 609.625, "Aggravated Forgery."
42. Section 609.63, "Forgery."
43. Section 609.635, "Obtaining Signature by False Pretense."
44. Section 609.713, "Terroristic Threats."
45. Section 609.75, "Gambling; Definitions."
46. Section 609.755, "Acts of or Relating to Gambling."
47. Section 609.76, "Other Acts Relating to Gambling."
48. Section 609.761, "Operations Permitted."
49. Section 609.821, "Financial Transaction Card Fraud."
50. Section 609.825, "Bribery of Participant or Official in Contest."
51. Section 609.86, "Commercial Bribery."
52. Section 609.87, "Computer Crime; Definitions."
53. Section 609.88, "Computer Damage."
54. Section 609.89, "Computer Theft."

The ~~stricken~~ language is deleted; the underlined language is inserted.



CITY OF MINNETONKA

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

TO: City Council

FROM: Administration

DATE: March 3, 2025

SUBJECT: Item 10B Ordinance making technical corrections to the city code

ITEM 10A – Ordinance making technical corrections to the city code

A typo was found in the ordinance, and a new version has been added. In section 4 there is a transposition in “section 850.40, subd. 1(a)” which should be “section 805.40, subd. 1(a).”

Ordinance No. 2025-

An Ordinance making technical corrections to the city code; removing obsolete provisions; amending sections 300.33, 500.005, 500.010, 600.030, 610.020, 615.020, 615.065, 615.070, 805.040, 845.020, 845.025, 925.095, 930.005, 940.010, 1005.010, 1115.015, 1120.035 and 1305.005 of the Minnetonka City Code; repealing section 1050 of the Minnetonka City Code

The City of Minnetonka Ordains:

Section 1. The city clerk is directed to revise those sections of the Minnetonka City Code listed in Column 1 of the attached Exhibit A, by replacing the existing cross-referenced statute listed in Column 2 of the attached Exhibit A with the statute referenced in Column 3 of the attached Exhibit A.

Section 2. Section 300.33, subd. 4 of the Minnetonka City Code, relating to exceptions to the anti-bligh regulations in section 300.33, is amended by repealing clause (d), as follows:

- d) ~~any activity regulated under Minn. Stat. §617.251; [repealed]~~

Section 3. Section 615.020 of the Minnetonka City Code, relating to exceptions to the sexually-oriented business regulations, is amended by repealing subdivision 4, as follows:

- 4. ~~activity regulated under Minn. Stat. § 617.251; [repealed]~~

Section 4. Section 805.040, subd. 1(a) of the Minnetonka City Code, relating to public pools, is amended to read as follows:

- a. Closure criteria per Minnesota Rules, ~~part 7417.3970~~ 4717.3970 or amendments thereto;

Section 5. Section 925.095, subd. 1(c) of the Minnetonka City Code, relating to wild animals, is amended to read as follows:

- c. reptiles that have the physical ability as an adult to cause substantial bodily ~~injury-harm~~ as defined in Minn. Stat. §609.02, subd. 7a, to humans and domestic animals, such as python snakes and crocodilians;

Section 6. Section 940.010 of the Minnetonka City code, relating to snowmobiles, is amended to read as follows:

940.010. Adoption of State Code.

The provisions of Minn. Stat. §§ 84.87, 84.871, 84.872, ~~84.873,~~ and 84.88 are adopted by reference. These sections apply to all public streets and all snowmobiles used in the city.

The stricken language is deleted; the underlined language is inserted.

Section 7. Section 1005.010, subd. 3 of the Minnetonka City Code, relating to definitions for curfew regulations, is amended to read as follows:

3. "Guardian" means an adult appointed under Minn. Stat. §~~525.6155~~ 524.5-202 or §~~525.6165~~524.5-204 who has the powers and responsibilities of a parent as defined by Minn. Stat. §~~525.619~~524.5-207.

Section 8. Section 1050 of the Minnetonka City Code, relating to state law offenses, a copy of which is attached as Exhibit B to this ordinance, is repealed in its entirety.

Section 9. Section 1115.015 of the Minnetonka City Code, relating to city street lighting, is amended to read as follows:

1115.015. Delinquent Payments for Electric Street Lighting.

Payments for the street lighting system are payable within 30 days following the receipt of a statement from the city. Delinquent and unpaid charges are a lien against the benefiting property and may be specially assessed against ~~certified to the county auditor and collected as a special assessment~~ on the property receiving the service, pursuant to Minn. Stat. §429.101.

Section 10. Section 1120.035, subd. 1(f) of the Minnetonka City Code, related to registration of public right-of-way users, is amended to read as follows:

f. if the registrant is a business entity as defined in Minn. Stat. §5.001 ~~corporation~~, a copy of a ~~the~~ certificate of good standing ~~that is required to be filed with Minn. Stat. § 300.06 as recorded and certified to issued by the Minnesota secretary of state;~~

Section 11. For consistency within the city code, the city clerk is directed to follow the Minnesota Revisor’s Manual, chapter 10 with respect to references to state and federal laws, rules or regulations and to correct such references pursuant to section 1315.025(2)(d) of the Minnetonka City Code.

Section 12. This ordinance is effective 30 days after publication.

Adopted by the city council of the City of Minnetonka, Minnesota, on _____, 2025.

Brad Wiersum, Mayor

Attest:

The stricken language is deleted; the underlined language is inserted.

Becky Koosman, City Clerk

Action on this Ordinance:

Date of introduction: Feb. 24, 2025

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 _____, 2025.

Becky Koosman, City Clerk

The ~~stricken~~ language is deleted; the underlined language is inserted.

EXHIBIT A

Updates to statutory and rule cross-references within Minnetonka City Code

| COLUMN 1 | COLUMN 2 | COLUMN 3 |
|--|---|--|
| City Code section where cross-reference appears | Cross-reference as it appears in city code | Revised cross-reference |
| 300.24, subd. 1(f) | 44 code of federal regulations (CFR), parts 59-78 | Code of Federal Regulations, title 44, parts 59-80 |
| 500.005 | Minn. Stat. § 16B.61 | Minnesota Statutes, section 326B.106 |
| 500.010, subd. 2 | Minn. Stat. § 16B.70 | Minnesota Statutes, section 326B.148 |
| 600.030, subd. 3 | Minn. Stat. § 340A.301, subd.; 7(b) | Minnesota Statutes, section 340A.301, subd. 8 |
| 610.020, subd. 2 | Minn. Stat. § 80a | Minnesota Statutes, chapter 80A |
| 615.065, subd. 5. | Minn. Stat. §§ 609.293 through 609.352 | Minnesota Statutes, sections 609.294 through 609.352 |
| 615.070, subd. 2(b) | Minn. Stat. §§ 609.293 through 609.352 | Minnesota Statutes, sections 609.294 through 609.352 |
| 805.040, subd. 1(a) | Minnesota Rules 7417.3970 | Minnesota Rules, part 4717.3970 |
| 815.045, subd. (a) | Section 157.16, Subd. 2(a) | Section 157.16, subdivision 2a |
| 845.020, subd. 1(a) | Minn. Stat. § 169.01 | Minnesota Statutes, section 169.011 |
| 845.025, subd. 1(d) | Minn. Stat. § 169.01 | Minnesota Statutes, section 169.011 |
| 930.005, subd. 9 | Minn. Stat. § 169.01 | Minnesota Statutes, section 169.011 |
| 1305.005, subd. 1(g) | Minn. Stat. § 169.01 | Minnesota Statutes, section 169.011 |
| 1305.005, subd. 1(n) | Minn. Stat. § 169.01 | Minnesota Statutes, section 169.011 |

The ~~stricken~~ language is deleted; the underlined language is inserted.

EXHIBIT B

Section 1050 – to be repealed

SECTION 1050. STATE LAW OFFENSES.

1050.005. Criminal Code Provisions Adopted.

The provisions of Minn. Stat. chapter 609 specified below are adopted by reference and made a part of this code, except that the violation of each is a misdemeanor.

1. Section 609.17, "Attempts."
2. Section 609.175, "Conspiracy."
3. Section 609.21, "Criminal Vehicular Homicide and Injury."
4. Section 609.24, "Simple Robbery."
5. Section 609.27, "Coercion."
6. Section 609.275, "Attempt to Coerce."
7. Section 609.321, "Prostitution; Definitions."
8. Section 609.322, "Solicitation, Inducement and Promotion of Prostitution."
9. Section 609.323, "Receiving Profit Derived From Prostitution."
10. Section 609.324, "Other Prohibited Acts."
11. Section 609.325, "Defenses."
12. Section 609.326, "Evidence."
13. Section 609.33, "Disorderly House."
14. Section 609.377, "Malicious Punishment of a Child."
15. Section 609.378, "Neglect or Endangerment of a Child."
16. Section 609.379, "Permitted Actions."

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17. Section 609.415, “Crimes Affecting Public Officer or Employee; Definitions”, with the addition of the following category to subd. 1(1):

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The ~~stricken~~ language is deleted; the underlined language is inserted.

**City Council
Agenda Item 11.A
Meeting of March 3, 2025**



Title: Funding Agreement for Metropolitan Council Local Housing Incentives Account (LHIA) Affordable Homeownership Grant Program

Report from: Kendyl Larson, Housing Coordinator

Submitted Through: Julie Wischnack, FAICP, Community Development Director
Corrine Heine, City Attorney
Mike Funk, City Manager

Presenter: Julie Wischnack, FAICP, Community Development Director

Action Requested: Motion

Form of Action: Contract/Agreement

Votes needed: 5 votes

Summary Statement

The Metropolitan Council solicits applications annually for Livable Communities Act grants, which provide grants to 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 was awarded a grant from this program in partnership with Amani Construction.

Recommended Action

Motion to adopt the resolution and approve the agreement.

Strategic Profile Relatability

Livable & Well-Planned Development

Financial Consideration

Yes

The city was awarded \$288,634.00 by the Met Council. The city is required to match the funds. Previous approvals document the match that is required for this grant.

Background

The Metropolitan Council manages [Livable Communities Act grants](#) that are awarded to cities that partner with development teams on projects. Through nine different grant programs, the Livable Communities Act grants help communities achieve development goals that create a more equitable region. One of these grant programs is the Affordable Homeownership Grant program.

In the fall of 2023, the city partnered with Amani Construction and submitted a grant application through the Local Housing Incentive Account's Affordable Homeownership Grant Program, managed by the Metropolitan Council.

The application included a request to build an affordable twin home on the 5432 Rowland Road property, which would be sold to owner-occupied households at or below 80% of the area median income. The city received an award for \$288,634.00 on Jan. 10, 2024, as a multi-community grant. The deadline to expend these funds is Dec. 31, 2026. The city must provide a dollar-for-dollar match as part of the Metropolitan Council's grant requirements. On [Dec. 2, 2024](#), the EDA approved writing down the land cost to \$1 to assist with the matching requirement (the property's appraised value is \$250,000). The land write-down meets the match requirements.

Amani project background

In 2023, the staff published a Request for Contractor Interest (RFI) seeking development proposals for the site, and Amani Construction was selected to develop a twin home on the property. Staff worked with Amani Construction to complete a purchase and development agreement. The project will include two 3-bedroom units and incorporate sustainable features to reduce energy use and costs for future owners. The units will be sold to an affordable buyer, earning 80% of the area's median income or less (in 2024, the maximum sales price is \$290,300). The total project cost is \$1,431,980, or \$347 sq. ft. Construction of the twin homes will commence in 2025.

ATTACHMENTS:

[LHIA Agreement](#)

[Subrecipient Agreement](#)

[Resolution](#)

LOCAL HOUSING INCENTIVES ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

| | | |
|---|---|---------------------------|
| GRANTEE: City of Minnetonka | | GRANT NO. SG-19769 |
| PROJECT: Minnetonka Affordable Twin Home Project | | |
| GRANT AMOUNT: \$ 288,634.00 | FUNDING CYCLE: 2023 | |
| COUNCIL ACTION: January 10, 2024 | EXPIRATION DATE: December 31, 2026 | |

METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT

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

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

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

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

WHEREAS, at its March 9, 2022 meeting the Council approved an annual LCA Fund Distribution Plan that authorized a Local Housing Incentives Account Affordable Homeownership Pilot program; and

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

WHEREAS, the Council awarded Local Housing Incentives Account Affordable Homeownership Pilot 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:

LOCAL HOUSING INCENTIVES 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 Local Housing Incentives Account Affordable Homeownership Pilot funds.
- (c) **Development Authority.** “Development Authority” means a housing and redevelopment authority, economic development authority, or port authority.
- (d) **Metropolitan Area.** “Metropolitan Area” means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (e) **Municipality.** “Municipality” means a statutory or home rule charter city or town in the Metropolitan Area.
- (f) **Participating Municipality.** “Participating Municipality” means a Municipality electing to participate in the Local Housing Incentives Account program under Minnesota Statutes section 473.254.
- (g) **Project.** Unless clearly indicated otherwise by the context of a specific provision of this Agreement, “Project” means the development or redevelopment project identified in the application for Local Housing Incentives Account Affordable Homeownership Pilot funds for which grant funds were requested. Grant-funded activities typically are components of the Project.

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Local Housing Incentives Account of the Metropolitan Livable Communities Fund. The grant funds are derived from property taxes authorized by Minnesota Statutes sections 473.249, 473.253 and 473.254, subdivision 5, and are not from 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. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Local Housing Incentives Account funds made available to the Council, or any reduction or termination of the dollar-for-dollar match amount required under Section 2.03, may result in a like reduction in the Grant Amount made available to the Grantee.

LOCAL HOUSING INCENTIVES ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

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

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

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

2.06. [reserved]

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

LOCAL HOUSING INCENTIVES ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

2.08. 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.

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

2.10. 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.

2.11. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; any grant funds that are not matched on a dollar-for-dollar basis as required by Section 2.03; and any interest earnings described in Section 2.13 that are not used for the purposes of implementing the grant-funded Project activities described or identified in Attachment A. For the purposes of this Agreement, grant funds are “expended” prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council’s Local Housing Incentives Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.12. Payment Request Forms, Documentation, and Disbursements. The Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council’s online grant management system and reviewed and approved by the Council’s Authorized Agent. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment request and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement basis or a “cost incurred” basis. To obtain reimbursement under this Agreement, the Grantee shall provide the Council with evidence that the eligible grant-funded Project activities (or a portion thereof) for which reimbursement has been requested have been satisfactorily completed. The Grantee shall describe the grant-eligible activities for which reimbursement is requested and shall provide sufficient documentation of grant-eligible

LOCAL HOUSING INCENTIVES ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

expenditures, invoices and payment documents, and such other information as the Council reasonably requests. The Council will make the final determination whether the expenditures are eligible for reimbursement under this Agreement, and verify the total amount requested from the Council. Reimbursement of any costs does not constitute a waiver by the Council of any Grantee noncompliance with this Agreement. Payment requests must include the following documentation:

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

The Council shall disburse grant funds for all grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 2.12, 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.**

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

2.14. 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.

2.15. 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.

LOCAL HOUSING INCENTIVES ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

III. AFFORDABILITY; AFFIRMATIVE FAIR HOUSING

3.01. Affordability Term. If the Project for which the grant funds were awarded includes affordable housing units, the Grantee shall, through written instruments or otherwise, ensure the affordable units will remain affordable for a minimum period of fifteen (15) years. The Grantee’s obligation under this section may be satisfied if other Project funding sources (e.g., the Minnesota Housing Finance Agency or the U.S. Department of Housing and Urban Development (“HUD”) or state or federal laws (e.g., low-income housing tax credit programs) require an affordability term of at least fifteen (15) years. For the purposes of this section, “affordable housing unit” means a unit that is affordable to households at 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 2.15 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 participating Municipality 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

LOCAL HOUSING INCENTIVES ACCOUNT
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(6) years following the expenditure of the grant funds, whichever occurs earlier. For all expenditures of grant funds received pursuant to this Agreement, the Grantee will keep proper financial records and other appropriate documentation sufficient to evidence the nature and expenditure of the dollar-for-dollar match funds required under Section 2.03. Accounting methods shall be in accordance with generally accepted accounting principles.

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

4.03. Reporting and Continuing Requirements. The Grantee will report to the Council on a semi-annual basis by January 31 (for the period of July 1 through December 31) and July 31 (for the period January 1 through June 30) of each calendar year during the term of this Agreement. The Grantee reports shall describe the status of the Project activities described or identified in 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 and the reporting requirements of Section 2.07 shall survive the expiration or termination of this Agreement.

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

V. AGREEMENT TERM

5.01. Term and Close Out. This Agreement is effective upon execution of this Agreement by the Council. Unless terminated pursuant to Section 5.02, this Agreement expires on the Expiration Date identified at Page 1 of this Agreement. 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 2.04. If the Grantee fails to provide 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.

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

LOCAL HOUSING INCENTIVES ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described or identified in Attachment A that have been completed prior to the termination. Termination of this Agreement does not alter the Council's authority to recover grant funds on the basis of a later audit or other review and does not alter the Grantee's obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

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

VI. GENERAL PROVISIONS

6.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, 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.

LOCAL HOUSING INCENTIVES ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

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

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

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

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

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

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

- (a) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and
- (b) The Council’s *2040 Water Resources Policy Plan* and the local water management plan for the jurisdiction within which the redevelopment site is located.

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

Attn: Samuel F. Johnson
Metropolitan Council
CD & MTS Finance and Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805
samuel.johnson@metc.state.mn.us

LOCAL HOUSING INCENTIVES ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

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

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

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

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

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

This space intentionally left blank. Signature page follows.

LOCAL HOUSING INCENTIVES 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: _____

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 Local Housing Incentives Account Affordable Homeownership Pilot 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-19769
Type: LHIA Homeownership Program
Applicant: City of Minnetonka
Project Name: Minnetonka Affordable Twin Home Project
Project Location: 5432 Rowland Road, Minnetonka, MN 55343
Council District: District 3 – Tyronne Carter

| Project Detail | |
|--|--|
| Project Overview | The city currently owns the parcel at 5432 Rowland Road and aims to sell the properties to a builder with single-household affordable home-building experience. The goal is to build affordable twin homes which will be sold to owner-occupants at or below 80% of Area Median Income (AMI). The homes will consist of three bedrooms on one level and 2.5 bathrooms. Each unit will have an attached garage and plenty of storage space. If it is financially feasible, the units could be constructed to DOE’s Zero Energy Ready Home program specifications. |
| Development Team | City of Minnetonka Amani Construction |
| Development Type | New |
| Recommended Number of Homes | 2 |
| Affordability <i>Area Mean Income (AMI)</i> | 80% |
| LHIA Recommendation | \$288,634.00 |
| Match Source | City of Minnetonka – CDBG / TIF |
| Anticipated use of funds | Construction costs |

**SUB-RECIPIENT FUNDING AGREEMENT BETWEEN
CITY OF MINNETONKA
AND
Amani Construction
FOR THE
METROPOLITAN COUNCIL
METROPOLITAN LIVABLE COMMUNITIES FUND
LOCAL HOUSING INCENTIVES
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM**

THIS CONTRACT, is entered into this ____ day of _____, 2025, by and between the CITY OF MINNETONKA, a Minnesota municipal corporation (the "City"), and AMANI CONSTRUCTION & DEVELOPMENT LLC, a Minnesota limited liability company (the "Grantee").

WHEREAS, in cooperation with Grantee, the City applied to and received approval for funds in the amount of \$288,634 from the Metropolitan Council ("Council") under its Metropolitan Livable Communities Fund, Local Housing Incentives grant program (the "Housing Grant"); and

WHEREAS, the City desires to award proceeds of the Housing Grant in the amount of \$288,634 (the "Subgrant") to Grantee, to assist the Grantee with the overall goal of constructing two twin homes at 5432 Rowland Road in Minnetonka (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 two twin homes as are described in Grant Agreement No. SG-19769 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, 2026. 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 \$288,634. 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: Amani Construction & Development LLC
1007 West Broadway Avenue,
Minneapolis, MN 55411-2503,
Attn: Joanne Kuria

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, Brad Wiersum

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

Approved as to form _____
City Attorney

AMANI CONSTRUCTION & DEVELOPMENT LLC

By _____
It's President

And _____
It's Executive Director

DRAFT

Exhibit A

Metropolitan Livable Communities Grant Agreement

DRAFT

Resolution No. 2025-

Resolution accepting a grant from the Metropolitan Council for the Livable Communities Act 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 a grant from the Local Housing Incentives Account (LHIA) Affordable Homeownership Grant Program. The city partnered with Amani Construction to apply the affordable homeownership grant in 2023.
- 1.02. The application requested grant funding to build affordable owner-occupied twin homes on the 5432 Rowland Road property, which would be sold to owners at or below 80% of the area median income. The city received an award for \$288,634.00.
- 1.03. As the grantee, the city will 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 Amani Construction for the above-referenced project. The City of Minnetonka certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.
- 2.02. The city council accepts the LHIA Affordable Homeownership Grant Program grant referenced above and authorizes the mayor and city manager to sign the grant agreement in a form acceptable to the city attorney.

Adopted by the City Council of the City of Minnetonka, Minnesota, on Mar. 3, 2025.

Brad Wiersum, Mayor

Attest:

Becky Koosman, City Clerk
Action on this resolution:

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

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a meeting held on March 3, 2025

Becky Koosman, City Clerk

**City Council
Agenda Item 12.A
Meeting of March 3, 2025**



Title: Items concerning Marsh Run III, a rental townhome development at 11800 Wayzata Blvd.

Report from: Susan Thomas, City Planner

Submitted Through: Julie Wischnack, FAICP, Community Development Director
Corrine Heine, City Attorney
Mike Funk, City Manager

Presenter: Susan Thomas, City Planner

Action Requested: Motion

Form of Action: Ordinance

Votes needed: 4 votes

Summary Statement

Inland Development Partners has submitted plans to redevelop the property at 11800 Wayzata Boulevard. As proposed, the existing office building would be removed, and 25 three-story townhomes would be constructed. The proposal requires: (1) rezoning, (2) master development plan, and (3) site and building plan review.

Recommended Action

Provide comments/instructions to the planning commission and introduce the ordinance, referring it to the planning commission.

Strategic Profile Relatability

Livable & Well-Planned Development

The proposal will be evaluated for consistency with the Livable & Well-Planned Development priority.

Financial Consideration

No

Background

See supplemental background report.

ATTACHMENTS:

[Supplemental Background Report](#)
[Project Information](#)
[Ordinance](#)
[Addendum](#)

Supplemental Background Report

Subject property

The roughly 1.2-acre property is zoned planned I-394 district (PUD) and is guided Mixed Use in the 2040 Comprehensive Guide Plan. It contains a 12,875-square-foot office building constructed in 1984.



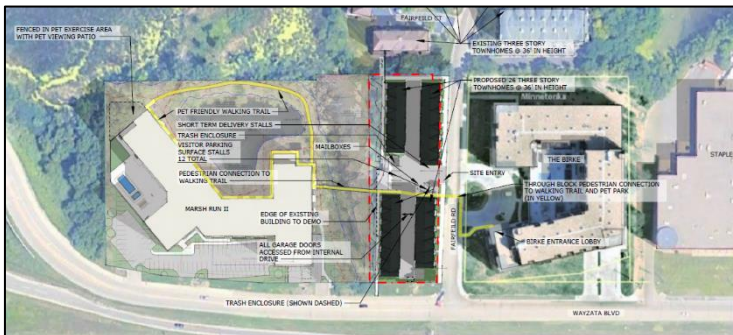
1984



2024

Concept plan

In the summer of 2024, Inland Development Partners submitted a concept plan for the redevelopment of the subject property. The concept contemplated the removal of the existing office building and the construction of 26 three-story townhomes. The townhomes would be roughly 1,800 square feet in area and contain three bedrooms and a three-stall garage. Surface parking stalls would be provided for guests.



Neighborhood meeting

Inland Development Partners and Doran Companies hosted a neighborhood open house on Aug. 7, 2024. Roughly 25 people attended, including members of the development team, owners of the subject property, and area residents.

Existing residents generally expressed that townhome use would be preferred over another apartment building and that the townhome design was attractive. Residents also noted concern

about the lack of green space and minimal parking, particularly how these issues may impact the neighborhood to the north as residents of the townhomes may look to utilize these amenities in the existing neighborhood. Some questions were also raised about rental vs. ownership units, specifically because rental units involve more frequent move-in/move-out traffic.

Planning commission meeting

The concept plan was presented to the public and the planning commission on [Aug. 15, 2024](#). Five members of the public addressed the commission, expressing concern regarding the following:

- The parking situation at the existing Birke apartment building and proposed parking within the townhome concept.
- Potential impact on the existing vegetated buffer between existing townhomes and proposed townhomes.
- Minimal setbacks from north and east property lines.
- Lack of on-site green space.
- Rental vs. owner-occupied units.

The planning commission generally commented that the residential design was attractive and cohesive with the existing neighborhood. However, individual commissioners also noted:

- It would be difficult to perform an accurate traffic and parking analysis before Marsh II is opened/occupied.
- The concept is too significant/obtrusive for the site; the setbacks feel tight.
- Parking is already a concern in the area and is also a concern with this concept.

City council meeting

The concept plan was presented to the city council on [Sept. 9, 2024](#). The council generally agreed with the commission's comments about the attractive building design. Individual councilmembers indicated concerns regarding

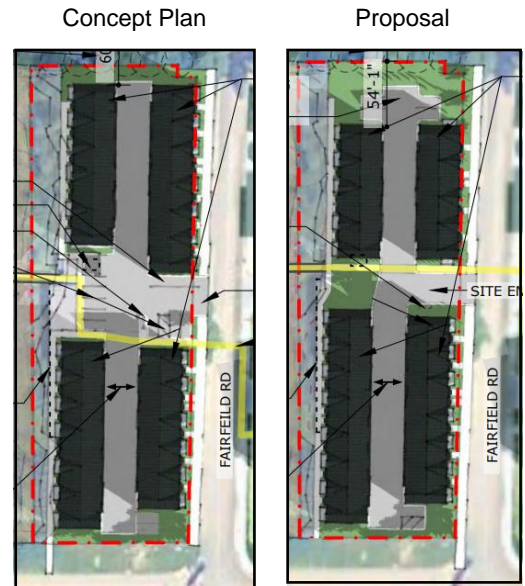
- Greenspace and site amenities;
- Setbacks from Fairfield Road;
- Density; and
- Ongoing overflow parking from the Birke

Current proposal

Inland Development Partners has now submitted formal plans to redevelop the site. As proposed, the existing office building would be removed, and 25 three-story townhomes would be constructed. In addition to “dropping” one unit, the number of units within each building has been reallocated, and the buildings have shifted southward.

This proposal requires the approval of:

- 1) **Rezoning from PID to PUD.**
- 2) **Master development plan.** A master development plan is required for PUD development.
- 3) **Site and building plan review.** Site and building plan review is required for the construction of multi-family residential buildings. A variance is required for exceeding floor area ratio permitted.



the maximum

Issue identification

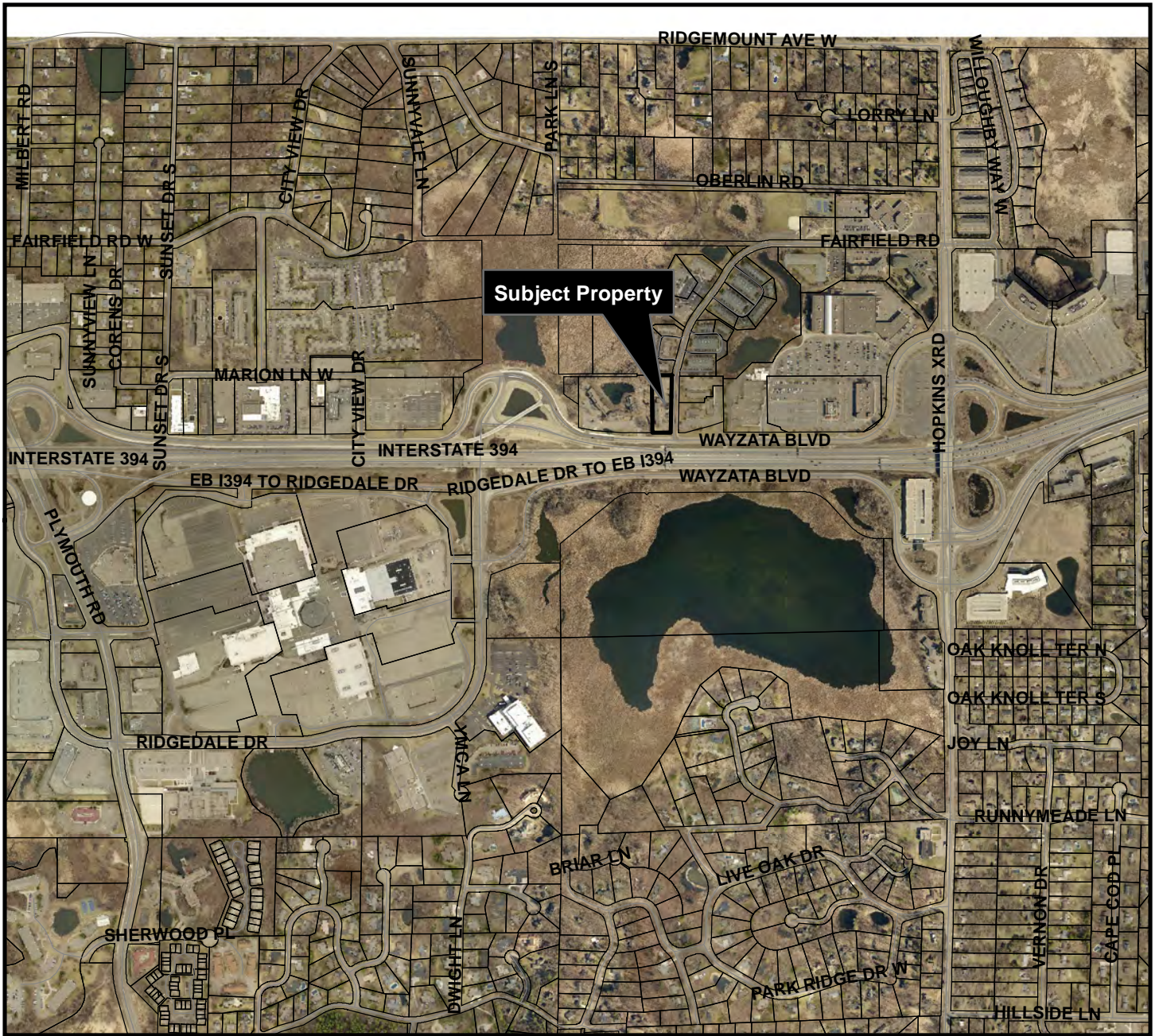
The purpose of introducing an ordinance is to give the city council the opportunity to review a new application before sending it to the planning commission for a recommendation. Introducing an ordinance does not constitute an approval. The tentative planning commission date is March 13, 2025.

Based on a preliminary review of the proposal, staff has identified the following issues for further analysis and discussion:

1. **Rezoning.** By ordinance, PUD zoning may be considered when it would result in a public benefit. Staff will review the potential public benefit provided.
2. **Site design.** General site design, including setbacks from property lines and natural features, stormwater management, and provision of utilities – will be reviewed in detail.
3. **Traffic and parking.** The city has commissioned a traffic and parking study and is awaiting its conclusion.
4. **Affordable housing.** Staff will consider the proposal's compliance with the city's housing policy.

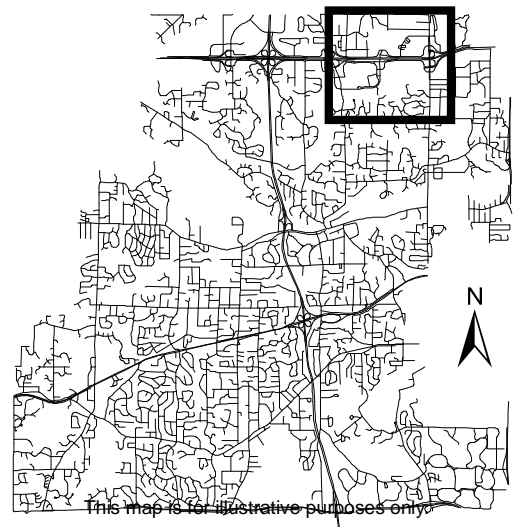
Staff recommendation

1. Introduce the attached ordinance and refer it to the planning commission.
2. Approve or modify the attached notification area. This is the same area used for the previous concept plan.



Location Map

Project: Marsh Run III
 Address: 11800 Wayzata Blvd



This map is for illustrative purposes only.



December 31, 2024
Updated January 21, 2025

Ms. Julie Wischnack, Community Development Director
Ms. Susan Thomas, Assistant City Planner
City of Minnetonka
14600 Minnetonka Boulevard
Minnetonka, MN 55345

Re: Marsh Run III Project Redevelopment
11800 Wayzata Boulevard
Minnetonka, MN.

Dear Julie and Susan:

Inland Development Partners is proposing a new, high quality, Class A rental townhome project, Marsh Run III, that will be complimentary to both the existing neighborhood, the Birke apartments and the Marsh Run II apartments and is located in the 394 Corridor regional area. This project follows the City of Minnetonka's 2040 Comprehensive Plan for the 394 Corridor regional area. The Marsh Run III project will add life and vitality to the north side of 394, enhancing walkability, providing an additional housing option for residents, potentially attracting new residents to the City, and supporting the nearby commercial uses that currently exist in the neighborhood. The project will include an affordable housing option combined with market rate townhomes to contribute to the City's need for attainable and affordable housing. The project will provide convenient visitor parking, including six visitor parking stalls located on site. In addition, this project will connect to the nearby City parks and trail system, with a walking trail loop and connection to the neighborhoods sidewalks. This is a unique opportunity to redevelop an antiquated and outdated 1.18 acre site to create an exceptional project that will contribute to the City's goals for new market rate and affordable housing, improved site storm water management/treatment where there is currently none, and the connection of parks and trails.

The plans for the project anticipate razing the existing circa 1984 office building on the site and constructing four new townhome buildings with a total of 25 town homes, with 5% of the units affordable to households earning 50% of the area median income, and 5% of the units affordable to household's 60% of the area median income, for a total of 10% of the townhomes meeting the City's affordable requirement. The buildings will contain 25 three-bedroom town home units. Each town home will have 3 interior

parking stalls located on the ground level of each town home, a total of 75 parking stalls for residents of the 25 town home units. The property will provide 6 onsite parking stalls for guests of the residents.

The town home exterior architecture is attractive and thoughtfully designed around existing neighborhood characteristics and includes design elements collected from neighborhood meetings, Planning Commission and City Council concept review meetings and City staff guidance. From the community and City feedback during the two neighborhood open house meetings and the City sketch plan review process, the exterior design seeks to be contextual, timeless, and a strong contribution to the City of Minnetonka's residential community. The design intends to blend in with the existing residential properties to the north of the site, the east and west of the property. The townhome units will have a formal front door entrance as well as a private garage entrance, large windows and patio doors and exterior balconies.

The exterior design has focused on keeping as many significant and high priority trees on the site in order to blend in with more mature neighborhood properties and the large wetland nature area to the north west of the planned development.

The applicant is aware of parking concerns that exist in the neighborhood and has thoughtfully planned for resident parking in this redevelopment that will accommodate the parking needs for the project. The Marsh Run III redevelopment will be managed by White Cap Properties, the same property management company as Marsh Run II apartments and the Birke apartments. We plan to arrange for a parking share and amenity use agreement with Marsh Run II apartments for their exterior surface parking lot immediately to the west, in the event there is a need for additional parking at Marsh Run III. We also plan to offer the Marsh Run III residents the opportunity to utilize the fitness center, the community rooms, the exterior dog run, and the exterior amenities at Marsh Run II apartments.

The Marsh Run III project will have a singular point of ingress/egress from Fairfield Road. That ingress/egress point will align closely with the ingress point for the Birke apartments. The exterior site of the Marsh Run will include exterior mailboxes for residents and a trail connection from Marsh Run III to the Marsh Run II apartment property.

The Marsh Run III project will offer 25 three-bedroom townhome units in four separate townhome buildings. Each of the townhome units will include three levels and each townhome building will be 36 feet in height. The majority of units will feature second floor exterior balconies and luxury style interior finishes. Of the four townhome buildings one building will contain 8 units, one building will contain 7 units and two of the four buildings will contain 5 units each.

Current Office Tenants & Relocation

With the redevelopment of the existing Marsh Run office building the applicant plans to assist any businesses with active leases in their relocation efforts. There are currently 13 office tenants occupying the office building. Each office tenant has a lease termination notice period which when exercised by the applicant the tenants will have ample time to relocate from the existing property. The applicant will keep the existing office tenants aware of the progress of this redevelopment application, so the office tenants have time to prepare to relocate their businesses.

Evolution of the Project Design

The applicant conducted two neighborhood meetings at the Birke Community Room for the neighborhood residents. The first meeting was on Wednesday August 7th, 2024, at 700 pm. At that meeting the applicant displayed the current level of project plans and designs. With the meeting input the design plans were further developed by our architecture team to provide more site plan and parking details, landscape design and landscape preservation, and unit mix/floor plans. The architecture team also provided proposed building elevations with the intent to receive feedback and input from meeting participants on how the buildings was most reflective of the neighborhood. Most of the neighborhood comments were related to parking, traffic, wildlife, and preservation of landscape. Several attendees thought that the lower density of townhomes was better use than a larger, denser apartment building.

The second neighborhood meeting was held at the Birke apartments on December 9, 2024, at 600 pm. At that meeting updated architectural plans were provided for review and discussion.

The concept review meeting was held with the Planning Commission on August 15, 2024. At that meeting public comment was welcomed. The comments provided by the public and by commission members focused primarily on traffic, preserving trees and landscape, the timing of construction, neighborhood parking concerns on not just Marsh Run III but for the entire area. At the end of the concept meeting three of the four Planning Commissioners felt that the Marsh Run III project had merit to proceed to City application.

The concept review meeting with the City Council was held on September 9, 2024, and there was no public comment allowed at the concept plan review meeting. The discussion with City Council members included being mindful of property setbacks, maximizing green space, addressing parking concerns, including positive comments on the concept architectural design.

All of the above meetings, comments, suggestions, concerns and ideas have been considered in providing the project design in the redevelopment application.

Governmental Approvals

Below is the summary of redevelopment applications that have been submitted as part of the City of Minnetonka entitlement package. We request that action on each individual application be taken individually in the order established below.

Property Rezoning Application

The proposed site is currently guided mixed use in the City's comprehensive plan allowing for town house residential development. The City 2040 comprehensive plan also encourages redevelopment of housing near area services and retail, while providing access to transit and create more pedestrian friendly neighborhoods. We believe the Marsh Run III townhome project will meet all the comprehensive goals of the City through the rezoning of the property. The rezoning request is to change the zoning from PID (Planned I-394 District) to a Planned Unit Development (PUD). The City is interested in adding diverse housing options and affordable housing units to the current City housing stock. The Marsh Run III project will provide 5% of the units at 50% of AMI and 5% of the units at 60% of AMI, which is in line with City affordable housing goals. These units will serve households that are a key part of our community workforce. The project will also add additional high-quality housing stock near retail services, workplaces, and public transportation. The project site is within two blocks of a large diverse retail center along Wayzata Boulevard, along with proximity to Ridgedale Regional Shopping Center, a quarter mile away. Finally, the project will support pedestrian connections with a neighborhood trail connection to Wayzata Boulevard and Fairfield Road.

Along with this project narrative we have included the three project City applications, including a Site and Building Plan Review application, a Master Development Plan application and a Rezoning application. The application also includes a Floodplain Alteration Permit Application.

Site and Building Plan Review Application

As required with the Minnetonka zoning code, we have prepared a site and building plan review application. This application will provide architectural plans and renderings to show the intent of the project. The application also includes civil engineering plans, landscape plans, wetland delineation, tree plans and other information/details to assist the City staff, Planning Commission and City Council to full review, consider and approve. Included with the Site and Building Review application are the following materials: the City application fee, the property legal description, the property survey, architectural site plan, grading and drainage plans, street and utility plan, tree survey and removal plans, the wetland delineation, the landscape plan, the buildings floor plans and this written project narrative.

Master Development Plan Application

A Master Development Plan review is submitted for consideration and approval. This application has the same project information that the Site and Building Plan application contains. The information will provide a larger understanding of the project and assist the City staff to determine if there exist any potential issues with the overall

development plan for the site. The approval of the Master Development Plan application will be the legal control governing the development of the property within the Planned Unit Development (PUD). Attached with the Master Development Plan are the following: the City application fee, the property legal description, the property survey, the architectural site plan, the tree survey and removal plan, the wetland delineation, the grading and drainage plans, the street and utility plans the landscape plan, the building renderings, the buildings floor plans, and the written project narrative.

Floodplain Alteration Permit Application

The redevelopment project requires 13.5 cubic yards of floodplain alteration during the redevelopment of the Marsh Run III property a Floodplain/Wetland Alteration permit is required to be filed with the City of Minnetonka.

Conclusion

This project will significantly contribute to the City's goals and neighborhood needs by providing high quality and affordable housing, a meaningful contribution to the City's parks and trails system, as well as contextual architecture. Please find enclosed the three (3) land use applications and supplementary plans/documents for review.

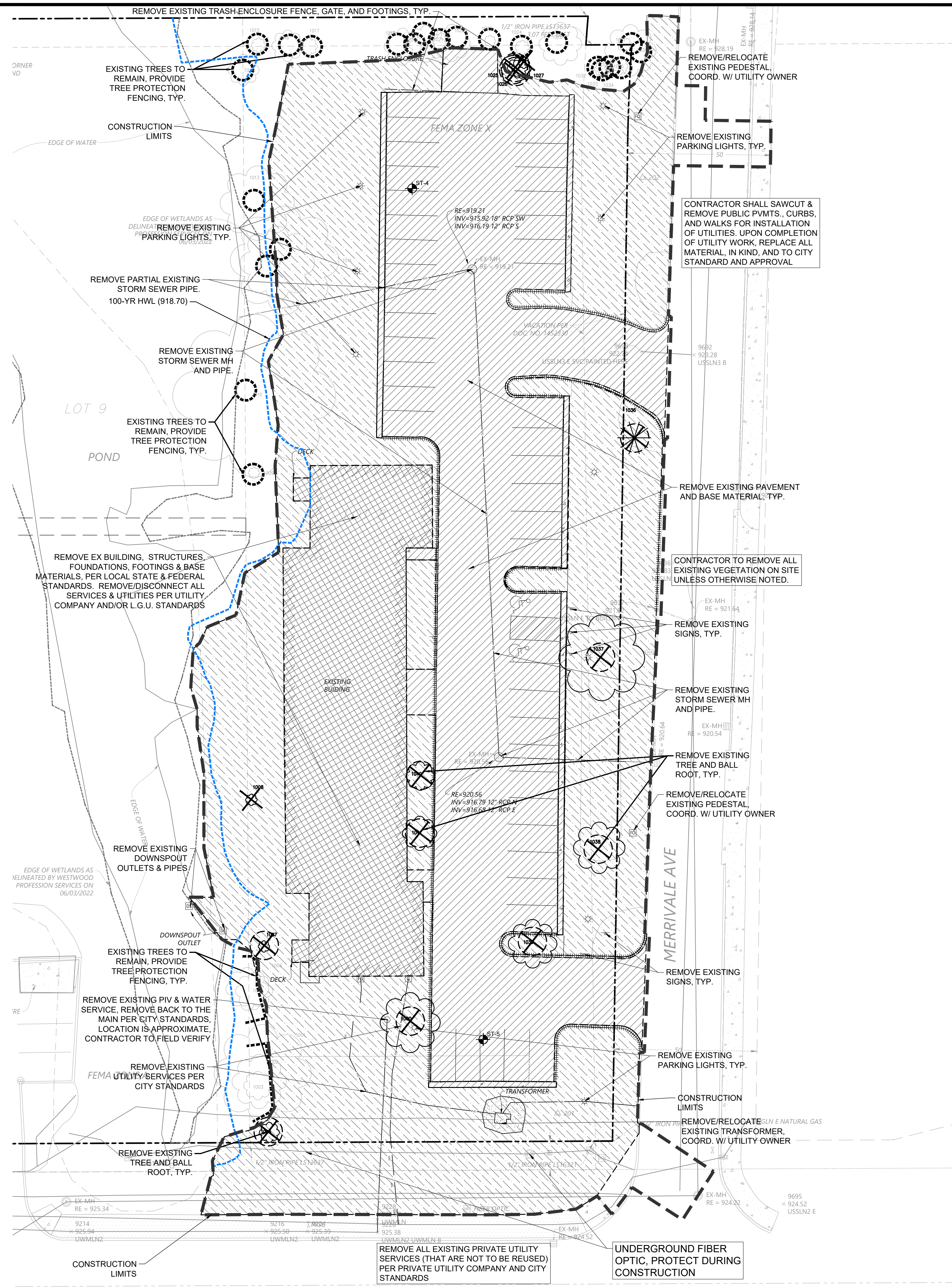
Please feel free to call me with any questions on the enclosed materials.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Dillon', followed by a long horizontal line extending to the right.

Tom Dillon
Inland Development Partners
(612) 388-9432
TDillon@Inlanddp.com

Enclosures



REMOVAL NOTES:

- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS. 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
- SEE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR CONSTRUCTION STORM WATER MANAGEMENT PLAN.
- REMOVAL OF MATERIALS NOTED ON THE DRAWINGS SHALL BE IN ACCORDANCE WITH MNDOT, STATE AND LOCAL REGULATIONS.
- REMOVAL OF PRIVATE UTILITIES SHALL BE COORDINATED WITH UTILITY OWNER PRIOR TO CONSTRUCTION ACTIVITIES.
- EXISTING PAVEMENTS SHALL BE SAWCUT IN LOCATIONS AS SHOWN ON THE DRAWINGS OR THE NEAREST JOINT FOR PROPOSED PAVEMENT CONNECTIONS.
- REMOVED MATERIALS SHALL BE DISPOSED OF TO A LEGAL OFF-SITE LOCATION AND IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.
- ABANDON, REMOVAL, CONNECTION, AND PROTECTION NOTES SHOWN ON THE DRAWINGS ARE APPROXIMATE. COORDINATE WITH PROPOSED PLANS.
- EXISTING ON-SITE FEATURES NOT NOTED FOR REMOVAL SHALL BE PROTECTED THROUGHOUT THE DURATION OF THE CONTRACT.
- PROPERTY LINES SHALL BE CONSIDERED GENERAL CONSTRUCTION LIMITS UNLESS OTHERWISE NOTED ON THE DRAWINGS. WORK WITHIN THE GENERAL CONSTRUCTION LIMITS SHALL INCLUDE STAGING, DEMOLITION AND CLEAN-UP OPERATIONS AS WELL AS CONSTRUCTION SHOWN ON THE DRAWINGS.
- MINOR WORK OUTSIDE OF THE GENERAL CONSTRUCTION LIMITS SHALL BE ALLOWED AS SHOWN ON THE PLAN AND PER CITY REQUIREMENTS. FOR ANY WORK ON ADJACENT PRIVATE PROPERTY, THE CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM THE ADJACENT PROPERTY OWNER PRIOR TO ANY WORK.
- DAMAGE BEYOND THE PROPERTY LIMITS CAUSED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED IN A MANNER APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT OR IN ACCORDANCE WITH THE CITY.
- PROPOSED WORK (BUILDING AND CIVIL) SHALL NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE SHOWN ON THE DRAWINGS AND APPROVED BY THE CITY PRIOR TO CONSTRUCTION.
- SITE SECURITY MAY BE NECESSARY AND PROVIDED IN A MANNER TO PROHIBIT VANDALISM, AND THEFT, DURING AND AFTER NORMAL WORK HOURS, THROUGHOUT THE DURATION OF THE CONTRACT. SECURITY MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY.
- VEHICULAR ACCESS TO THE SITE SHALL BE MAINTAINED FOR DELIVERY AND INSPECTION ACCESS DURING NORMAL OPERATING HOURS. AT NO POINT THROUGHOUT THE DURATION OF THE CONTRACT SHALL CIRCULATION OF ADJACENT STREETS BE BLOCKED WITHOUT APPROVAL BY THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
- ALL TRAFFIC CONTROLS SHALL BE PROVIDED AND ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL REMAIN OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
- SHORING FOR BUILDING EXCAVATION MAY BE USED AT THE DISCRETION OF THE CONTRACTOR AND AS APPROVED BY THE OWNERS REPRESENTATIVE AND THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
- STAGING, DEMOLITION, AND CLEAN-UP AREAS SHALL BE WITHIN THE PROPERTY LIMITS AS SHOWN ON THE DRAWINGS AND MAINTAINED IN A MANNER AS REQUIRED BY THE CITY.
- ALL EXISTING SITE TRAFFIC/REGULATORY SIGNAGE TO BE INVENTORIED AND IF REMOVED FOR CONSTRUCTION SHALL BE RETURNED TO LGU.
- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS. 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CITY OF MINNETONKA REMOVAL NOTES:

- RESERVED FOR CITY SPECIFIC REMOVAL NOTES.

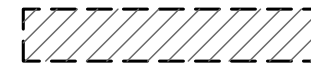
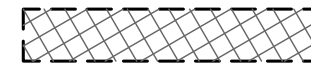


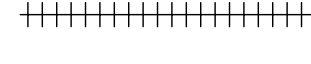




EROSION CONTROL NOTES:

SEE SWPPP ON SHEETS SW1.0 - SW1.5

OWNER INFORMATION

INLAND DEVELOPMENT PARTNERS
100 WEST LAKE STREET, #200
WAYZATA, MN 55391
THOMAS DILLON
612-588-9432
TDILLON@INLANDDP.COM

REMOVALS PLAN LEGEND:

-  REMOVAL OF PAVEMENT AND ALL BASE MATERIAL, INCLUDING BIT., CONC., AND GRAVEL P/MTS.
-  REMOVAL OF STRUCTURE INCLUDING ALL FOOTINGS AND FOUNDATIONS.
-  REMOVAL OF TREES AND VEGETATION INCLUDING STUMPS AND ROOT SYSTEMS
-  CONSTRUCTION LIMITS
-  PROPERTY LINE
-  REMOVE CURB AND GUTTER. IF IN RIGHT-OF-WAY, COORDINATE WITH LOCAL GOVERNING UNIT.
-  TREE PROTECTION
-  TREE REMOVAL - INCLUDING ROOTS AND STUMPS
-  100-YR FLOODPLAIN LINE = 918.70

811
Know what's below.
Call before you dig.

1" = 20'-0"
10'-0" 0 20'-0"

**PRELIMINARY:
NOT FOR
CONSTRUCTION**

PROJECT
MARSH RUN III
11800 WAYZATA BOULEVARD, MINNETONKA, MN 55305

OWNER
INLAND DEVELOPMENT PARTNERS
100 WEST LAKE STREET, #200, WAYZATA, MN 55391

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

David J. Knaeble
DATE 01/21/25 LICENSE NO. 48776

| ISSUE/SUBMITTAL SUMMARY | |
|-------------------------|------------------|
| DATE | DESCRIPTION |
| 12/12/24 | CITY SUBMITTAL |
| 1/21/2025 | CITY RESUBMITTAL |

| REVISION SUMMARY | |
|------------------|-------------|
| DATE | DESCRIPTION |
| | |
| | |
| | |

PROJECT MANAGER: DAVID KNAEBLE
CONTRACT NUMBER: 19-015-000 X 703
DRAWN BY: JIN
REVIEWED BY: DK
PROJECT NUMBER: 19431

| REVISION SUMMARY | |
|------------------|-------------|
| DATE | DESCRIPTION |
| | |
| | |
| | |

REMOVALS PLAN

C1.0

© COPYRIGHT 2023 CIVIL SITE GROUP INC.

**PRELIMINARY:
 NOT FOR
 CONSTRUCTION**

MARSH RUN III
 11800 WAYZATA BOULEVARD, MINNETONKA, MN 55305
INLAND DEVELOPMENT PARTNERS
 100 WEST LAKE STREET, #200, WAYZATA, MN 55391

PROJECT OWNER
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Robert L. Binder
 DATE 01/21/25 LICENSE NO. 25821

ISSUE/SUBMITTAL SUMMARY
 DATE DESCRIPTION
 12/31/2024 CITY SUBMITTAL
 1/21/2025 CITY RESUBMITTAL

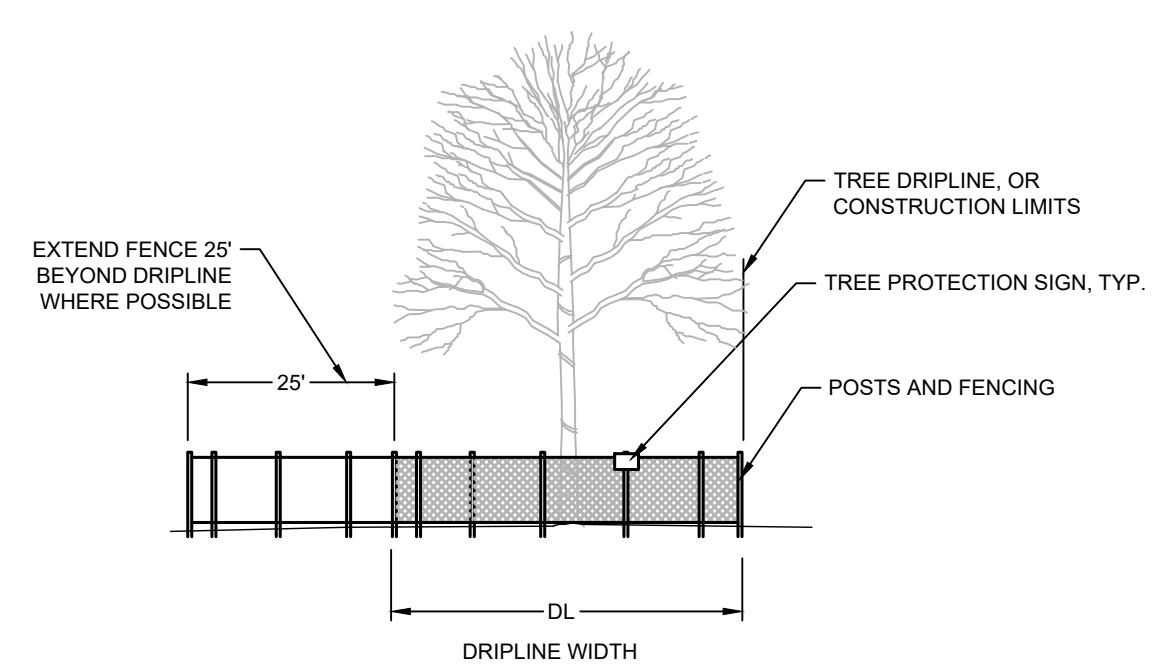
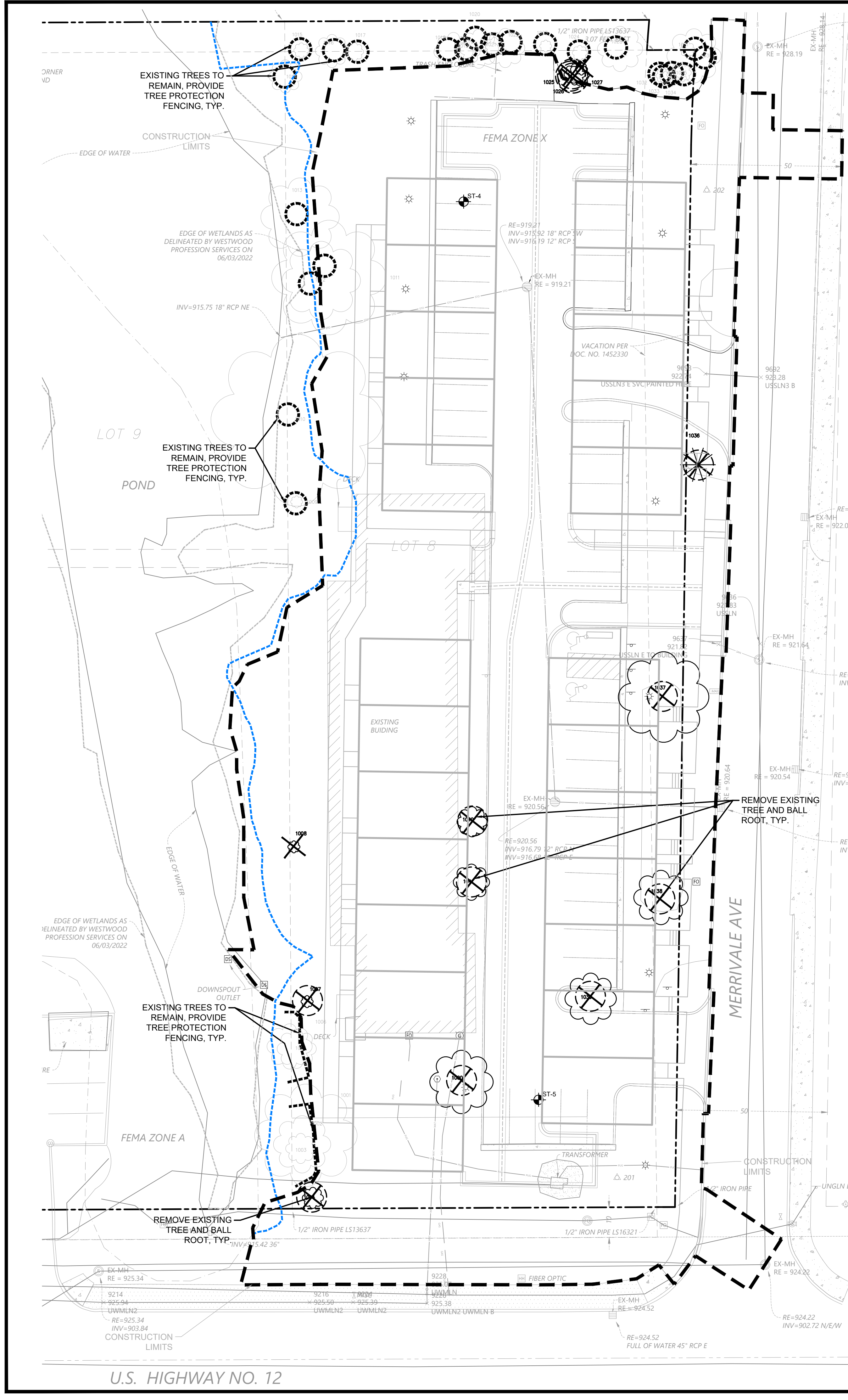
REVISION SUMMARY
 DATE DESCRIPTION

TREE PRESERVATION PLAN

C1.1
 © COPYRIGHT 2023 CIVIL SITE GROUP INC.

| TREE NO. | GENUS | SPECIES | TRUNK SIZES | | | | | TOTAL CAL. IN. | TREE HIGHT (FT) | TYPE ¹ | REMOVED | SIGNIF. ² | HIGH PRIORITY ³ | PROTECTIO N STATUS | NOTES |
|----------|-------|---------------------|-------------|---|---|---|----|----------------|-----------------|-------------------|---------|----------------------|----------------------------|--------------------------------|-------|
| | | | 1 | 2 | 3 | 4 | 5 | | | | | | | | |
| 1000 | MAP | RUBRUM/RED | | | | | 21 | | TRD | B | | X | Y | WITHIN BASIC TREE REMOVAL AREA | |
| 1001 | COT | DELTOIDES | | | | | 34 | | TRD | | | X | Y | | |
| 1002 | COT | DELTOIDES | | | | | 19 | | TRD | | | X | Y | | |
| 1003 | ELM | PUMILA/SIBERIAN | | | | | 10 | | TRD | | | X | N | | |
| 1004 | ASH | PENNSYLVANICA/GREEN | | | | | 7 | | TRD | B | X | X | N | ASH TREE OK TO REMOVE | |
| 1005 | COT | DELTOIDES | | | | | 13 | | TRD | | | X | Y | | |
| 1006 | COT | DELTOIDES | | | | | 15 | | TRD | | | X | Y | | |
| 1007 | ASH | PENNSYLVANICA/GREEN | | | | | 9 | | TRD | B | X | X | N | ASH TREE OK TO REMOVE | |
| 1008 | MAP | SACCHARINUM/SIVER | | | | | 6 | | TRD | X | X | X | Y | | |
| 1009 | ASH | PENNSYLVANICA/GREEN | | | | | 4 | | TRD | | X | X | N | | |
| 1010 | COT | DELTOIDES | | | | | 57 | | TRD | | | X | Y | | |
| 1011 | COT | DELTOIDES | | | | | 38 | | TRD | | | X | Y | | |
| 1012 | COT | DELTOIDES | | | | | 26 | | TRD | | | X | Y | | |
| 1013 | COT | DELTOIDES | | | | | 26 | | TRD | | | X | Y | | |
| 1014 | ASH | PENNSYLVANICA/GREEN | | | | | 11 | | TRD | | | X | N | | |
| 1015 | ASH | PENNSYLVANICA/GREEN | | | | | 5 | | TRD | | X | X | N | | |
| 1016 | ASH | PENNSYLVANICA/GREEN | | | | | 11 | | TRD | | | X | N | | |
| 1017 | ASH | PENNSYLVANICA/GREEN | | | | | 6 | | TRD | | X | X | N | | |
| 1018 | OAK | QUARKUS.RUBRA | | | | | 13 | | TRD | | | X | Y | | |
| 1019 | ELM | PUMILA/SIBERIAN | | | | | 8 | | TRD | | X | X | N | | |
| 1020 | ELM | PUMILA/SIBERIAN | | | | | 13 | | TRD | | | X | N | | |
| 1021 | ELM | PUMILA/SIBERIAN | | | | | 6 | | TRD | | X | X | N | | |
| 1022 | ELM | PUMILA/SIBERIAN | | | | | 13 | | TRD | | | X | N | | |
| 1023 | MAP | GINNALA/AMUR | | | | | 4 | | TRD | | X | X | N | | |
| 1024 | ASH | PENNSYLVANICA/GREEN | | | | | 5 | | TRD | | X | X | N | | |
| 1025 | ELM | PUMILA/SIBERIAN | | | | | 7 | | TRD | B | X | X | N | WITHIN BASIC TREE REMOVAL AREA | |
| 1026 | ELM | PUMILA/SIBERIAN | | | | | 7 | | TRD | B | X | X | N | WITHIN BASIC TREE REMOVAL AREA | |
| 1027 | ELM | PUMILA/SIBERIAN | | | | | 4 | | TRD | B | X | X | N | WITHIN BASIC TREE REMOVAL AREA | |
| 1028 | OAK | QUARKUS.RUBRA | | | | | 15 | | TRD | | | X | Y | | |
| 1030 | COT | DELTOIDES | | | | | 18 | | TRD | | | X | Y | | |
| 1031 | OAK | QUARKUS.RUBRA | | | | | 5 | | TRD | | X | X | Y | | |
| 1032 | ASH | PENNSYLVANICA/GREEN | | | | | 5 | | TRD | | X | X | N | WITHIN BASIC TREE REMOVAL AREA | |
| 1033 | ASH | PENNSYLVANICA/GREEN | | | | | 4 | | TRD | | X | X | N | WITHIN BASIC TREE REMOVAL AREA | |
| 1034 | ASH | PENNSYLVANICA/GREEN | | | | | 3 | | TRD | | | X | N | WITHIN BASIC TREE REMOVAL AREA | |
| 1035 | ELM | PUMILA/SIBERIAN | | | | | 6 | | TRD | | X | X | N | | |
| 1036 | SPR | GLAUCA.WHITE | | | | | | 26 | TRC | B | | X | Y | WITHIN BASIC TREE REMOVAL AREA | |
| 1037 | MAP | SACCHARINUM/SIVER | | | | | 30 | | TRD | B | | X | Y | WITHIN BASIC TREE REMOVAL AREA | |
| 1038 | MAP | GINNALA/AMUR | | | | | 18 | | TRD | B | | X | N | WITHIN BASIC TREE REMOVAL AREA | |
| 1039 | CRAB | MALUS.SPC. | | | | | 17 | | TRD | B | | X | Y | WITHIN BASIC TREE REMOVAL AREA | |
| 1040 | LILAC | JAPANESE TREE LILAC | | | | | 10 | | TRD | B | | X | Y | WITHIN BASIC TREE REMOVAL AREA | |
| 1041 | LILAC | JAPANESE TREE LILAC | | | | | 12 | | TRD | B | | X | Y | WITHIN BASIC TREE REMOVAL AREA | |

| EXISTING TREE SUMMARY | NUMBER | CAL. INCHES | HT. IN FT | NOTES |
|--|--------|-------------|-----------|-----------------------------|
| HIGH PRIORITY TREES | 17 | 364 | 26 | |
| SIGNIFICANT TREES | 2 | 11 | 0 | |
| COMMON TREES | 0 | | | |
| TOTAL ON-SITE | 19 | 375 | 26 | |
| ALLOWABLE SIGNIFICANT TREE REMOVAL | 50% | 1 | 5 | 0 |
| TOTAL SIGNIFICANT TREE REMOVAL FOR THE SITE | 1 | 6 | | |
| ALLOWABLE HIGH PRIORITY TREE REMOVAL | 35% | 5 | 127 | 9 |
| TOTAL HIGH PRIORITY TREE REMOVAL | 6 | 0 | | |
| REPLACEMENT CALCULATIONS | | | | |
| REMOVED TREES OUTSIDE BASIC TREE REMOVAL AREA | | | | |
| HIGH PRIORITY | 0 | 0 | 0 | |
| SIGNIFICANT | 1 | 6 | 0 | |
| COMMON | 0 | 0 | | |
| REPLACEMENT OBLIGATION | | | | |
| HIGH PRIORITY (1 CAL. IN. REPLACEMENT / 1 CAL. IN REMOVAL) | 0 | 0 | 0 | |
| SIGNIFICANT (2 CAL. IN. REPLACEMENT / TREE REMOVAL) | 1 | 6 | 0 | |
| COMMON (NO REPLACEMENT REQUIRED) | 0 | 0 | 0 | |
| TOTAL | 1 | 6 | 0 | |
| TOTAL REPLACEMENT TREES @ 2.5 CAL. IN. | 1 | | | SEE LANDSCAPE PLAN/SCHEDULE |
| TOTAL REPLACEMENT FEET NEEDED FOR CONIFERS | 0 | | | |



FURNISH AND INSTALL TEMPORARY FENCE AT THE TREE'S DRIP LINE OR CONSTRUCTION LIMITS AS SHOWN ON PLAN, PRIOR TO ANY CONSTRUCTION. WHERE POSSIBLE PLACE FENCE 25' BEYOND DRIP LINE. PLACE TREE PROTECTION SIGN ON POSTS, ONE PER INDIVIDUAL TREE (FACING CONSTRUCTION ACTIVITY), OR ONE EVERY 100' LF ALONG A GROVE OR MULTI-TREE PROTECTION AREA.

1 TREE PROTECTION
 N T S

TREE PRESERVATION PLAN LEGEND:

- CONSTRUCTION LIMITS
- PROPERTY LINE
- REMOVAL OF TREES AND VEGETATION INCLUDING STUMPS AND ROOT SYSTEMS
- TREE REMOVAL - INSIDE 20' BASIC TREE REMOVAL AREA - INCLUDING ROOTS AND STUMPS
- TREE PROTECTION
- TREE REMOVAL - INCLUDING ROOTS AND STUMPS
- 100-YR FLOODPLAIN LINE = 918.70

**PRELIMINARY:
NOT FOR
CONSTRUCTION**

MARSH RUN III
11800 WAYZATA BOULEVARD, MINNETONKA, MN 55305
INLAND DEVELOPMENT PARTNERS
100 WEST LAKE STREET, #200, WAYZATA, MN 55391

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

David J. Knaeble
DATE 01/21/25 LICENSE NO. 48776

ISSUE/SUBMITTAL SUMMARY

| DATE | DESCRIPTION |
|------------|----------------|
| 12/31/2024 | CITY SUBMITTAL |
| 12/12/2025 | CITY SUBMITTAL |

PROJECT MANAGER: DAVID KNAEBLE
CONTACT NUMBER: 612-615-0060 X708
DRAWN BY: JIN
REVIEWED BY: DK
PROJECT NUMBER: 0443

REVISION SUMMARY

| DATE | DESCRIPTION |
|------|-------------|
| | |
| | |

SITE PLAN

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SITE LAYOUT NOTES:

- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
- CONTRACTOR SHALL VERIFY LOCATIONS AND LAYOUT OF ALL SITE ELEMENTS PRIOR TO BEGINNING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, LOCATIONS OF EXISTING AND PROPOSED PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES, BUILDINGS AND PAVEMENTS. CONTRACTOR IS RESPONSIBLE FOR FINAL LOCATIONS OF ALL ELEMENTS FOR THE SITE. ANY REVISIONS REQUIRED AFTER COMMENCEMENT OF CONSTRUCTION, DUE TO LOCAL ADJUSTMENTS SHALL BE CORRECTED AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS TO THE LAYOUT SHALL BE APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF MATERIALS. STAKE LAYOUT FOR APPROVAL.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, INCLUDING A RIGHT-OF-WAY AND STREET OPENING PERMIT.
- THE CONTRACTOR SHALL VERIFY RECOMMENDATIONS NOTED IN THE GEO TECHNICAL REPORT PRIOR TO INSTALLATION OF SITE IMPROVEMENT MATERIALS.
- CONTRACTOR SHALL FIELD VERIFY COORDINATES AND LOCATION DIMENSIONS & ELEVATIONS OF THE BUILDING AND STAKE FOR REVIEW AND APPROVAL BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION OF FOOTING MATERIALS.
- LOCATIONS OF STRUCTURES, ROADWAY PAVEMENTS, CURBS AND GUTTERS, BOLLARDS, AND WALKS ARE APPROXIMATE AND SHALL BE STAKED IN THE FIELD, PRIOR TO INSTALLATION, FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT.
- CURB DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION. LOCATION OF BUILDING IS TO BUILDING FOUNDATION AND SHALL BE AS SHOWN ON THE DRAWINGS.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO FABRICATION FOR ALL PREFABRICATED SITE IMPROVEMENT MATERIALS SUCH AS, BUT NOT LIMITED TO THE FOLLOWING, FURNISHINGS, PAVEMENTS, WALLS, RAILINGS, BENCHES, FLAGPOLES, LANDING PADS FOR CURB RAMPS, AND LIGHT AND POLES. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLED MATERIALS NOT PREVIOUSLY APPROVED.
- PEDESTRIAN CURB RAMPS SHALL BE CONSTRUCTED WITH TRUNCATED DOME LANDING AREAS IN ACCORDANCE WITH A.D.A. REQUIREMENTS-SEE DETAIL.
- CROSSWALK STRIPING SHALL BE 24" WIDE WHITE PAINTED LINE, SPACED 48" ON CENTER PERPENDICULAR TO THE FLOW OF TRAFFIC. WIDTH OF CROSSWALK SHALL BE 5' WIDE. ALL OTHER PAVEMENT MARKINGS SHALL BE WHITE IN COLOR UNLESS OTHERWISE NOTED OR REQUIRED BY ADA OR LOCAL GOVERNING BODIES.
- SEE SITE PLAN FOR CURB AND GUTTER TYPE. TAPER BETWEEN CURB TYPES-SEE DETAIL.
- ALL CURB RADII ARE MINIMUM 3' UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL REFER TO FINAL PLAT FOR LOT BOUNDARIES, NUMBERS, AREAS AND DIMENSIONS PRIOR TO SITE IMPROVEMENTS.
- FIELD VERIFY ALL EXISTING SITE CONDITIONS, DIMENSIONS.
- PARKING IS TO BE SET PARALLEL OR PERPENDICULAR TO EXISTING BUILDING UNLESS NOTED OTHERWISE.
- ALL PARKING LOT PAINT STRIPING TO BE WHITE, 4" WIDE TYP.
- BITUMINOUS PAVING TO BE "LIGHT DUTY" UNLESS OTHERWISE NOTED. SEE DETAIL SHEETS FOR PAVEMENT SECTIONS.
- ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED FROM DAMAGE WITH A CONSTRUCTION FENCE AT THE DRIP LINE. SEE LANDSCAPE DOCUMENTS.
- CONTRACTOR IS RESPONSIBLE TO INSTALL ANY SIDEWALK AND CURBING PER DESIGN PLAN. CONTRACTOR TO VERIFY ALL CURBS AND SIDEWALKS WILL DRAIN PROPERLY IN FIELD CONDITIONS. CONTRACTOR MUST CONTACT THE CIVIL ENGINEER 24-HOURS PRIOR TO ANY CURB AND/OR SIDEWALK INSTALLATION TO REVIEW AND INSPECT CURB STAKES. CONTRACTOR IS RESPONSIBLE FOR ANY CURB OR SIDEWALK REPLACEMENT IF THIS PROCEDURE IS NOT FOLLOWED.
- FINISH GRADING FOR HARDSCAPE AREAS IE. PARKING LOTS, CURBS, SIDEWALKS SHALL BE WITHIN 0.05 FEET. ADA AREAS MUST COMPLY WITH REQUIREMENTS ON PLANS AND ADA REGULATIONS. TOLERANCE WITHIN ADA AREAS IS 0.00 FEET DISCUSS ANY DEVIATIONS WITH ENGINEER PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ANY CURB, SIDEWALK AND/OR PAVEMENT REPLACEMENT THAT DOES NOT MEET TOLERANCE/ADA REQUIREMENTS.

CITY OF MINNETONKA SITE SPECIFIC NOTES:

- RESERVED FOR CITY SPECIFIC SITE NOTES.

OPERATIONAL NOTES

| SNOW REMOVAL | TRASH REMOVAL | DELIVERIES |
|--|--|---|
| ALL SNOW SHALL BE STORED ON-SITE OUTSIDE PARKING LOT. WHEN FULL, REMOVAL CO. SHALL REMOVE EXCESS OFF-SITE. | TRASH SHALL BE PLACED IN EXTERIOR TRASH AREA AND REMOVED BY COMMERCIAL CO. WEEKLY. | DELIVERIES SHALL OCCUR AT THE FRONT DOOR VIA STANDARD COMMERCIAL DELIVERY VEHICLES (UPS, FED-EX, USPS). |

OWNER INFORMATION

INLAND DEVELOPMENT PARTNERS
100 WEST LAKE STREET, #200
WAYZATA, MN 55391
THOMAS DILLON
612-388-9432
TDILLON@INLANDDP.COM

SITE AREA CALCULATIONS

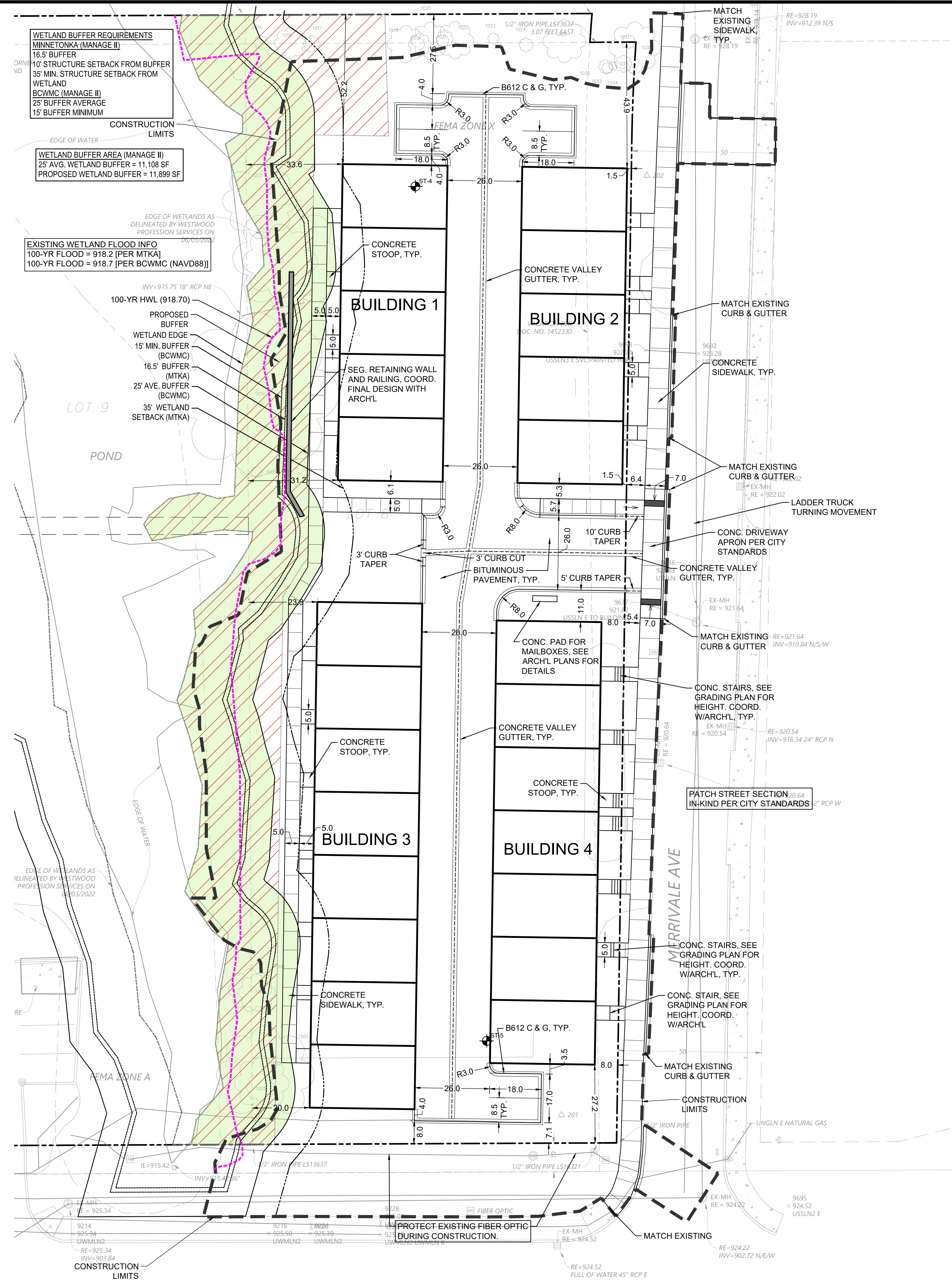
| | EXISTING CONDITION | | PROPOSED CONDITION | |
|---------------------------|--------------------|--------|--------------------|--------|
| IMPERVIOUS SURFACES | | | | |
| BUILDING COVERAGE | 7,568 SF | 14.7% | 20,075 SF | 39.1% |
| PAVEMENT | 19,561 SF | 38.1% | 14,189 SF | 27.6% |
| TOTAL | 27,129 SF | 52.8% | 34,264 SF | 66.7% |
| PERVIOUS SURFACES | | | | |
| TOTAL | 24,211 SF | 47.2% | 17,076 SF | 33.3% |
| TOTAL SITE AREA | 51,340 SF | 100.0% | 51,340 SF | 100.0% |
| DIFFERENCE (EX. VS PROP.) | 7,135 SF | 13.9% | | |
| DISTURBED AREA | 58,839 SF | 1.4 AC | | |

SITE PLAN LEGEND:

- LIGHT DUTY BITUMINOUS PAVEMENT (IF APPLICABLE). SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.
- CONCRETE PAVEMENT (IF APPLICABLE) AS SPECIFIED (PAD OR WALK) SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & CONCRETE DEPTHS, WITHIN ROW SEE CITY DETAIL, WITHIN PRIVATE PROPERTY SEE CSG DETAIL.
- 25' AVERAGE WETLAND BUFFER AREA
- PROPOSED WETLAND BUFFER AREA
- PROPERTY LINE
- CONSTRUCTION LIMITS
- CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN
- 100-YR FLOODPLAIN LINE = 918.70
- TRAFFIC DIRECTIONAL ARROW PAVEMENT MARKINGS
- SIGN AND POST ASSEMBLY. SHOP DRAWINGS REQUIRED.
HG = ACCESSIBLE SIGN
NP = NO PARKING FIRE LANE
ST = STOP
CP = COMPACT CAR PARKING ONLY
- ACCESSIBILITY ROUTE ARROW (IF APPLICABLE) DO NOT PAINT.



Know what's below. Call before you dig. 1" = 20'-0"



U.S. HIGHWAY NO. 12

**PRELIMINARY:
 NOT FOR
 CONSTRUCTION**

PROJECT
MARSH RUN III
 11800 WAYZATA BOULEVARD, MINNETONKA, MN 55305

OWNER
INLAND DEVELOPMENT PARTNERS
 100 WEST LAKE STREET, #200, WAYZATA, MN 55391

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

David J. Knaeble
 David J. Knaeble
 DATE 01/21/25 LICENSE NO. 48776

| ISSUE/SUBMITTAL SUMMARY | |
|-------------------------|------------------|
| DATE | DESCRIPTION |
| 12/31/24 | CITY SUBMITTAL |
| 1/21/25 | CITY RESUBMITTAL |

| REVISION SUMMARY | |
|------------------|-------------|
| DATE | DESCRIPTION |
| | |
| | |
| | |

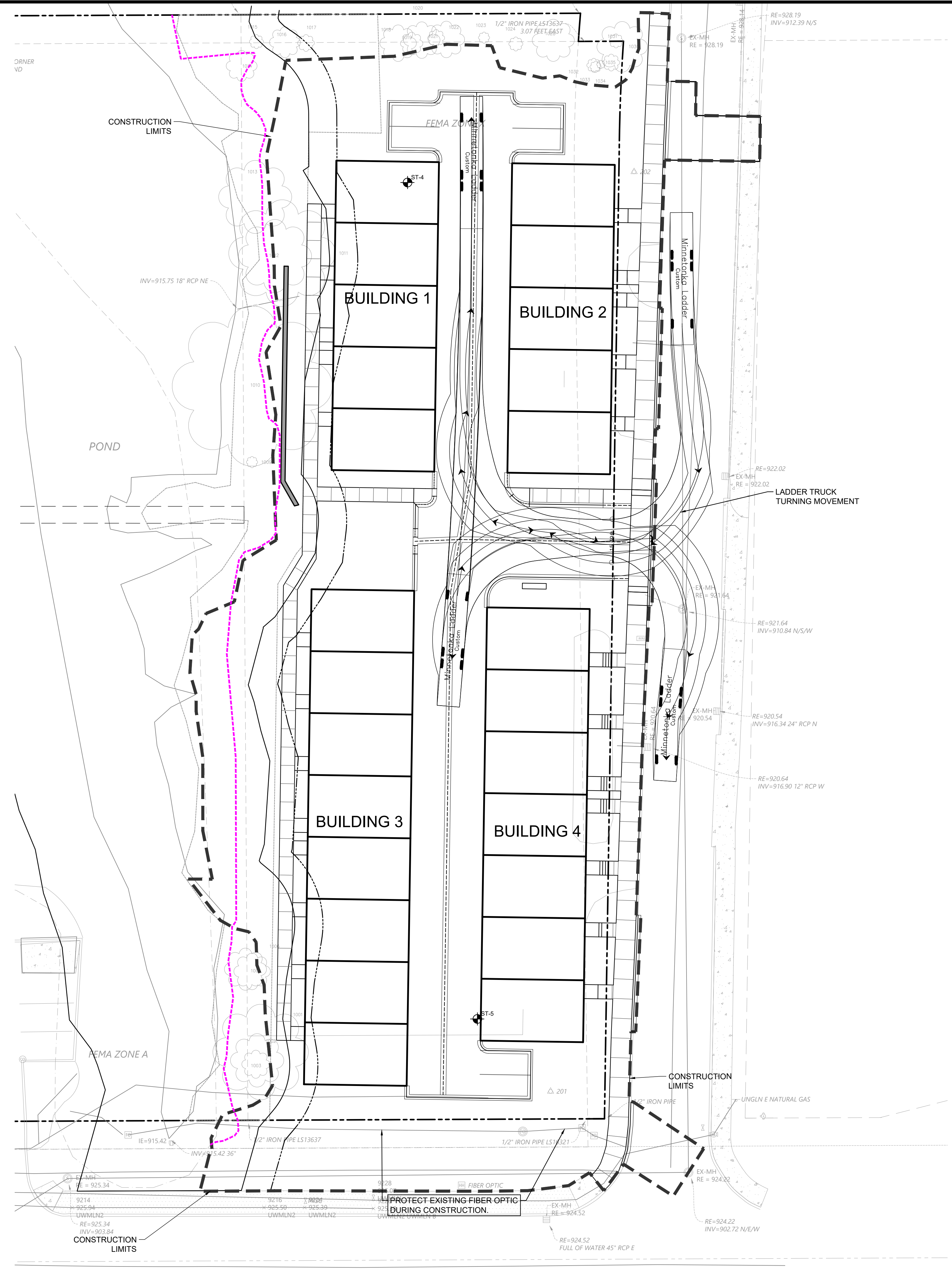
| PROJECT MANAGER | DAVID KNAEBLE |
|-----------------|--------------------|
| CONTACT NUMBER | 612-615-0060 X 703 |
| DRAWN BY | BN |
| REVIEWED BY | DK |
| PROJECT NUMBER | 18431 |

| REVISION SUMMARY | |
|------------------|-------------|
| DATE | DESCRIPTION |
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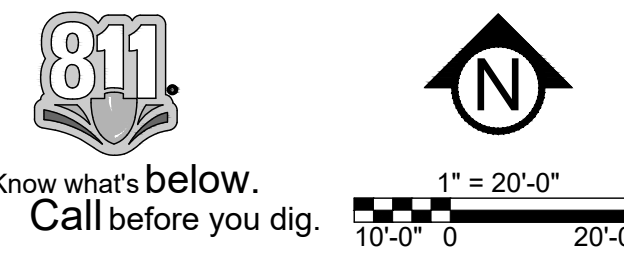
TURNING MOVEMENT

C2.1

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SEE SHEET C2.0 FOR GENERAL SITE NOTES & LEGEND



**PRELIMINARY:
NOT FOR
CONSTRUCTION**

MARSH RUN III
11800 WAYZATA BOULEVARD, MINNETONKA, MN 55305
INLAND DEVELOPMENT PARTNERS
100 WEST LAKE STREET, #200, WAYZATA, MN 55391

PROJECT
OWNER

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

David J. Knaeble
DATE 01/21/25 LICENSE NO. 48776

| ISSUE/SUBMITTAL SUMMARY | |
|-------------------------|------------------|
| DATE | DESCRIPTION |
| 12/31/2024 | CITY SUBMITTAL |
| 1/21/2025 | CITY RESUBMITTAL |

| REVISION SUMMARY | |
|------------------|-------------|
| DATE | DESCRIPTION |
| | |
| | |
| | |

PROJECT MANAGER: DAVID KNAEBLE
CONTRACT NUMBER: 24-0003 X 703
DRAWN BY: JN
REVIEWED BY: DK
PROJECT NUMBER: 0431

| REVISION SUMMARY | |
|------------------|-------------|
| DATE | DESCRIPTION |
| | |
| | |
| | |

GRADING PLAN

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GENERAL GRADING NOTES:

- CONTRACTOR SHALL VERIFY ALL BUILDING ELEVATIONS, (FFE, LFE, GFE), PRIOR TO CONSTRUCTION BY CROSS CHECKING WITH ARCHITECTURAL, STRUCTURAL AND CIVIL ELEVATIONS FOR EQUIVALENT "100" ELEVATIONS. THIS MUST BE DONE PRIOR TO EXCAVATION AND INSTALLATION OF ANY FOOTING MATERIALS. VERIFICATION OF THIS COORDINATION SHALL BE CONFIRMED IN WRITING BY CIVIL, SURVEYOR, ARCHITECTURAL, STRUCTURAL AND CONTRACTOR PRIOR TO CONSTRUCTION.
- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
- SEE SITE PLAN FOR HORIZONTAL LAYOUT & GENERAL GRADING NOTES.
- THE CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION (INCLUDING BUT NOT LIMITED TO SITE PREPARATION, SOIL CORRECTION, EXCAVATION, EMBANKMENT, ETC.) IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.
- ANY ELEMENTS OF AN EARTH RETENTION SYSTEM AND RELATED EXCAVATIONS THAT FALL WITHIN THE PUBLIC RIGHT OF WAY WILL REQUIRE A "RIGHT OF WAY EXCAVATION PERMIT". CONTRACTOR IS RESPONSIBLE FOR ACQUIRING THIS PERMIT PRIOR TO CONSTRUCTION IF APPLICABLE.
- GRADING AND EXCAVATION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS & PERMIT REQUIREMENTS OF THE CITY.
- PROPOSED SPOT GRADES ARE FLOW-LINE FINISHED GRADE ELEVATIONS, UNLESS OTHERWISE NOTED.
- GRADES OF WALKS SHALL BE INSTALLED WITH 5% MAX. LONGITUDINAL SLOPE AND 1% MIN. AND 2% MAX. CROSS SLOPE, UNLESS OTHERWISE NOTED.
- PROPOSED SLOPES SHALL NOT EXCEED 3:1 UNLESS INDICATED OTHERWISE ON THE DRAWINGS. MAXIMUM SLOPES IN MAINTAINED AREAS IS 4:1.
- PROPOSED RETAINING WALLS, FREESTANDING WALLS, OR COMBINATION OF WALL TYPES GREATER THAN 4' IN HEIGHT SHALL BE DESIGNED AND ENGINEERED BY A REGISTERED RETAINING WALL ENGINEER. DESIGN DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF GRADE STAKES THROUGHOUT THE DURATION OF CONSTRUCTION TO ESTABLISH PROPER GRADES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR A FINAL FIELD CHECK OF FINISHED GRADES ACCEPTABLE TO THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO TOPSOIL AND SODDING ACTIVITIES.
- IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, THE CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE.
- EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR REGRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. THE CONTRACTOR SHALL SALVAGE ENOUGH TOPSOIL FOR RESPREADING ON THE SITE AS SPECIFIED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PADS, ROADWAYS AND PARKING AREAS. THE CONTRACTOR SHALL SUBCUT CUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO A DEPTH OF 6 INCHES. RESPREAD TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED TO A MINIMUM DEPTH OF 6 INCHES.
- FINISHED GRADING SHALL BE COMPLETED. THE CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITH SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISH GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION. REPAIR ALL AREAS THAT HAVE BECOME RUTTED BY TRAFFIC OR ERODED BY WATER OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.
- PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL WILL BE REQUIRED ON THE STREET AND/OR PARKING AREA SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL DETERMINE WHICH SECTIONS OF THE STREET OR PARKING AREA ARE UNSTABLE. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER. NO TEST ROLL SHALL OCCUR WITHIN 10' OF ANY UNDERGROUND STORM RETENTION/DETENTION SYSTEMS.
- TOLERANCES
 - THE BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.30 FOOT ABOVE, OR 0.30 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.
 - THE STREET OR PARKING AREA SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.
 - AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.30 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
 - TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED THICKNESS.
 - FINISH GRADING FOR HARDSCAPE AREAS IE. PARKING LOTS, CURBS, SIDEWALKS SHALL BE WITHIN 0.05 FEET. ADA AREAS MUST COMPLY WITH REQUIREMENTS ON PLANS AND ADA REGULATIONS. TOLERANCE WITHIN ADA AREAS IS 0.00 FEET DISCUSS ANY DEVIATIONS WITH ENGINEER PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ANY CURB, SIDEWALK AND/OR PAVEMENT REPLACEMENT THAT DOES NOT MEET TOLERANCE/ADA REQUIREMENTS.
- MAINTENANCE
 - THE CONTRACTOR SHALL PROTECT NEWLY GRADED AREAS FROM TRAFFIC AND EROSION, AND KEEP AREA FREE OF TRASH AND DEBRIS.
 - CONTRACTOR SHALL REPAIR AND REESTABLISH GRADES IN SETTLED, ERODED AND RUTTED AREAS TO SPECIFIED TOLERANCES. DURING THE CONSTRUCTION, IF REQUIRED, AND DURING THE WARRANTY PERIOD, ERODED AREAS WHERE TURF IS TO BE ESTABLISHED SHALL BE RESEDED AND MULCHED.
 - WHERE COMPLETED COMPACTED AREAS ARE DISTURBED BY SUBSEQUENT CONSTRUCTION OPERATIONS OR ADVERSE WEATHER, CONTRACTOR SHALL SCARIFY, SURFACE, RESHAPE, AND COMPACT TO REQUIRED DENSITY PRIOR TO FURTHER CONSTRUCTION.

CITY OF MINNETONKA GRADING NOTES:

- RESERVED FOR CITY SPECIFIC GRADING NOTES.

EROSION CONTROL NOTES:

SEE SWPPP ON SHEETS SW1.0 - SW1.5

| GROUNDWATER ELEVATION PER BORING | |
|----------------------------------|------------------------|
| BORING | GROUND WATER ELEVATION |
| ST-4 | 896.00 |
| ST-5 | 910.00 |

PER GEOTECHNICAL REPORT COMPLETED BY BRAUN INTERTEC, INC. ON 02/24/2023.

GRADING PLAN LEGEND:

- 1125 --- EX. 1' CONTOUR ELEVATION INTERVAL
- 1137 --- 1.0' CONTOUR ELEVATION INTERVAL
- 41.26 --- SPOT GRADE ELEVATION (GUTTER/FLOW LINE UNLESS OTHERWISE NOTED)
- 891.00 G --- SPOT GRADE ELEVATION GUTTER
- 891.00 TC --- SPOT GRADE ELEVATION TOP OF CURB
- 891.00 BS/TS --- SPOT GRADE ELEVATION BOTTOM OF STAIRS/TOP OF STAIRS
- 891.00 ME --- SPOT GRADE ELEVATION MATCH EXISTING
- GB --- GRADE BREAK - HIGH POINTS
- EO=1135.52 --- CURB AND GUTTER (T.O = TIP OUT)
- EMERGENCY OVERFLOW
- CONSTRUCTION LIMITS
- 100-YR FLOODPLAIN LINE = 918.70
- PROPOSED WETLAND BUFFER AREA



Know what's below. Call before you dig. 1" = 20'-0"



U.S. HIGHWAY NO. 12

**PRELIMINARY:
NOT FOR
CONSTRUCTION**

MARSH RUN III
11800 WAYZATA BOULEVARD, MINNETONKA, MN 55305
INLAND DEVELOPMENT PARTNERS
100 WEST LAKE STREET, #200, WAYZATA, MN 55391

PROJECT OWNER
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

David J. Knaeble
DATE 01/21/25 LICENSE NO. 48776

| ISSUE/SUBMITTAL SUMMARY | |
|-------------------------|------------------|
| DATE | DESCRIPTION |
| 12/31/2024 | CITY SUBMITTAL |
| 1/21/2025 | CITY RESUBMITTAL |

| REVISION SUMMARY | |
|------------------|-------------|
| DATE | DESCRIPTION |
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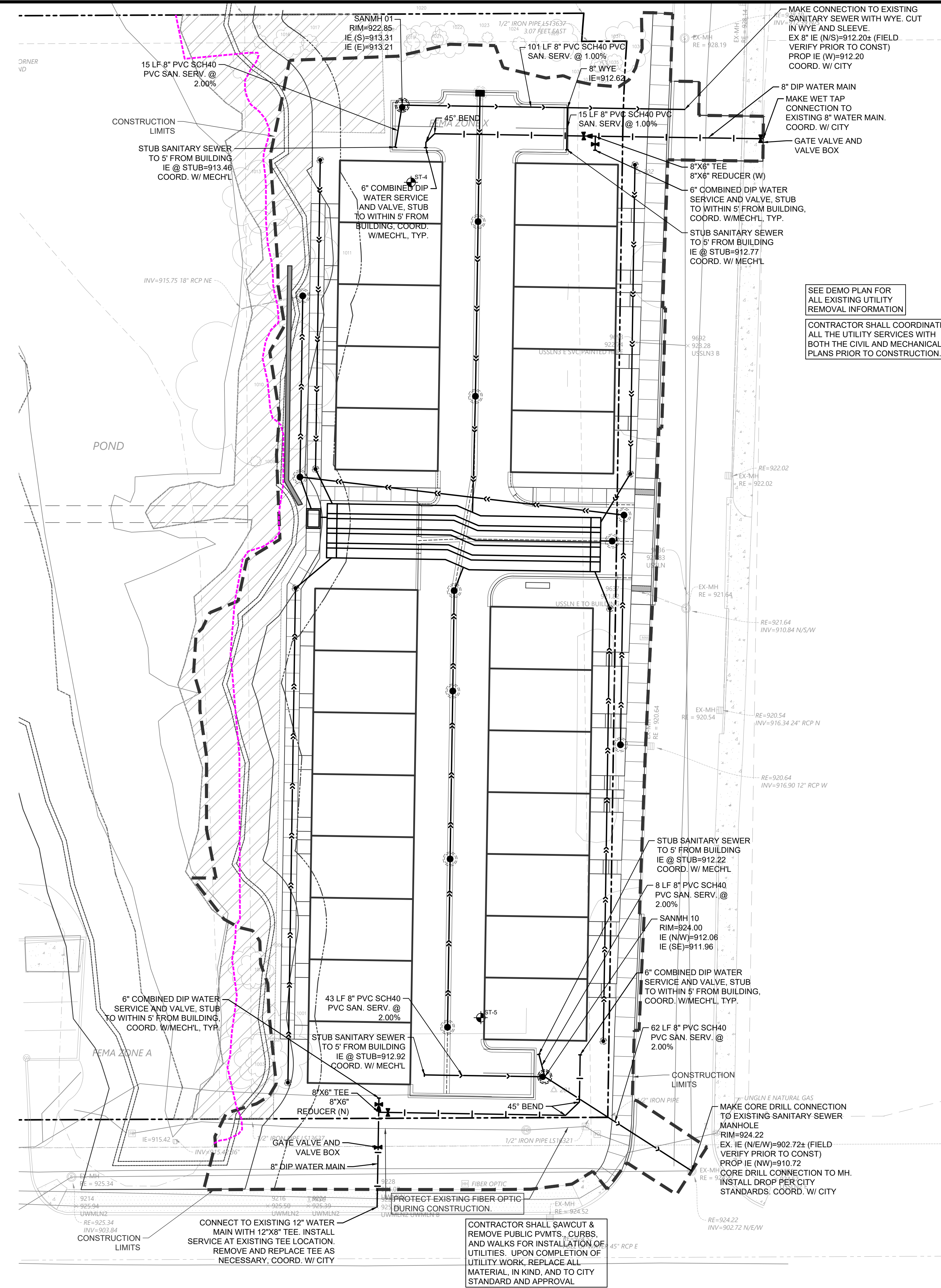
| PROJECT MANAGER | DATE | DESCRIPTION |
|-----------------|----------|-----------------|
| DAVID KNAEBLE | 01/21/25 | ISSUE/SUBMITTAL |
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UTILITY PLAN - SANITARY AND WATER

C4.0
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GENERAL UTILITY NOTES:

- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
- SEE SITE PLAN FOR HORIZONTAL DIMENSIONS AND LAYOUT.
- CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES OR VARIATIONS FROM THE PLANS.
- CASTINGS SHALL BE SALVAGED FROM STRUCTURE REMOVALS AND RE-USED OR PLACED AT THE DIRECTION OF THE OWNER.
- PIPE LENGTHS SHOWN ARE FROM CENTER TO CENTER OF STRUCTURE OR TO END OF FLARED END SECTION.
- UTILITIES CONNECTIONS ON THE PLAN ARE SHOWN TO WITHIN 5' OF THE BUILDING FOOTPRINT. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR THE FINAL CONNECTION TO BUILDING LINES. COORDINATE WITH ARCHITECTURAL AND MECHANICAL PLANS.
- CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SUMPED 0.15 FEET PER DETAILS. RIM ELEVATIONS SHOWN ON THIS PLAN DO NOT REFLECT SUMPED ELEVATIONS.
- A MINIMUM OF 8 FEET OF COVER IS REQUIRED OVER ALL WATERMAIN, UNLESS OTHERWISE NOTED. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES. EXTRA DEPTH WATERMAIN IS INCIDENTAL.
- A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED FOR ALL UTILITIES, UNLESS OTHERWISE NOTED.
- ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND COORDINATED WITH THE CITY PRIOR TO CONSTRUCTION.
- CONNECTIONS TO EXISTING STRUCTURES SHALL BE CORE-DRILLED.
- COORDINATE LOCATIONS AND SIZES OF SERVICE CONNECTIONS WITH THE MECHANICAL DRAWINGS.
- COORDINATE INSTALLATION AND SCHEDULING OF THE INSTALLATION OF UTILITIES WITH ADJACENT CONTRACTORS AND CITY STAFF.
- ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY. ALL PAVEMENT CONNECTIONS SHALL BE SAWCUT. ALL TRAFFIC CONTROLS SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE BUT NOT BE LIMITED TO SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL BE OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
- ALL STRUCTURES, PUBLIC AND PRIVATE, SHALL BE ADJUSTED TO PROPOSED GRADES WHERE REQUIRED. THE REQUIREMENTS OF ALL OWNERS MUST BE COMPLIED WITH. STRUCTURES BEING RESET TO PAVED AREAS MUST MEET OWNERS REQUIREMENTS FOR TRAFFIC LOADING.
- CONTRACTOR SHALL COORDINATE ALL WORK WITH PRIVATE UTILITY COMPANIES.
- CONTRACTOR SHALL COORDINATE CONNECTION OF IRRIGATION SERVICE TO UTILITIES. COORDINATE THE INSTALLATION OF IRRIGATION SLEEVES NECESSARY AS TO NOT IMPACT INSTALLATION OF UTILITIES.
- CONTRACTOR SHALL MAINTAIN AS-BUILT PLANS THROUGHOUT CONSTRUCTION AND SUBMIT THESE PLANS TO ENGINEER UPON COMPLETION OF WORK.
- FOR ALL SITES LOCATED IN CLAY SOIL AREAS, DRAIN TILE MUST BE INSTALLED AT ALL LOW POINT CATCH BASINS 25' IN EACH DIRECTION. SEE PLAN AND DETAIL. INSTALL LOW POINT DRAIN TILE PER PLANS AND GEOTECHNICAL REPORT RECOMMENDATIONS AND REQUIREMENTS.

CITY OF MINNETONKA UTILITY NOTES:

- RESERVED FOR CITY SPECIFIC UTILITY NOTES.

UTILITY PLAN LEGEND:

| | |
|--|---------------------------------|
| | CATCH BASIN |
| | MANHOLE |
| | GATE VALVE AND VALVE BOX |
| | PROPOSED FIRE HYDRANT |
| | DRAINTILE |
| | WATER MAIN |
| | SANITARY SEWER |
| | STORM SEWER |
| | CONSTRUCTION LIMITS |
| | 100-YR FLOODPLAIN LINE = 918.70 |
| | PROPOSED WETLAND BUFFER AREA |

811
Know what's below.
Call before you dig.

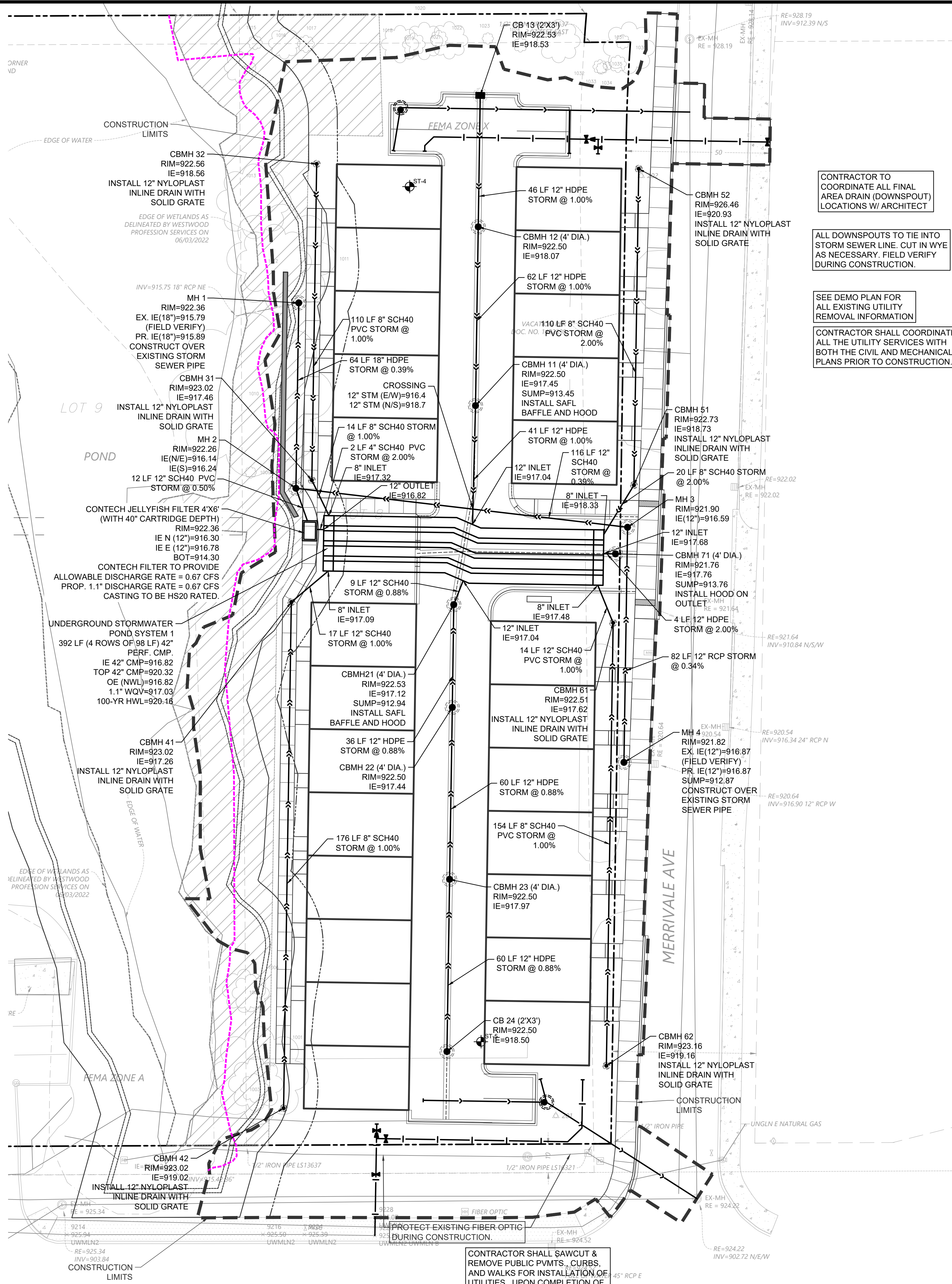
1" = 20'-0"
10'-0" 20'-0"

CONTRACTOR SHALL SAWCUT & REMOVE PUBLIC PVMTS., CURBS, AND WALKS FOR INSTALLATION OF UTILITIES. UPON COMPLETION OF UTILITY WORK, REPLACE ALL MATERIAL, IN KIND, AND TO CITY STANDARD AND APPROVAL.

CONNECT TO EXISTING 12" WATER MAIN WITH 12"x8" TEE. INSTALL SERVICE AT EXISTING TEE LOCATION. REMOVE AND REPLACE TEE AS NECESSARY. COORD. W/ CITY

SEE DEMO PLAN FOR ALL EXISTING UTILITY REMOVAL INFORMATION

CONTRACTOR SHALL COORDINATE ALL THE UTILITY SERVICES WITH BOTH THE CIVIL AND MECHANICAL PLANS PRIOR TO CONSTRUCTION.



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CONTRACTOR TO COORDINATE ALL FINAL AREA DRAIN (DOWNSPOUT) LOCATIONS W/ ARCHITECT

ALL DOWNSPOUTS TO TIE INTO STORM SEWER LINE. CUT IN WYE AS NECESSARY. FIELD VERIFY DURING CONSTRUCTION.

SEE DEMO PLAN FOR ALL EXISTING UTILITY REMOVAL INFORMATION

CONTRACTOR SHALL COORDINATE ALL THE UTILITY SERVICES WITH BOTH THE CIVIL AND MECHANICAL PLANS PRIOR TO CONSTRUCTION.

CITY OF MINNETONKA UTILITY NOTES:

- RESERVED FOR CITY SPECIFIC UTILITY NOTES.

**PRELIMINARY:
NOT FOR
CONSTRUCTION**

MARSH RUN III
11800 WAYZATA BOULEVARD, MINNETONKA, MN 55305
INLAND DEVELOPMENT PARTNERS
100 WEST LAKE STREET, #200, WAYZATA, MN 55391

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

David J. Knaeble
DATE 01/21/25 LICENSE NO. 48776

| ISSUE/SUBMITTAL SUMMARY | |
|-------------------------|------------------|
| DATE | DESCRIPTION |
| 12/12/24 | CITY SUBMITTAL |
| 12/12/25 | CITY RESUBMITTAL |

| PROJECT MANAGER | DATE | DESCRIPTION |
|------------------|----------|----------------|
| DAVID J. KNAEBLE | 01/21/25 | CITY SUBMITTAL |

REVISION SUMMARY

| DATE | DESCRIPTION |
|------|-------------|
| | |
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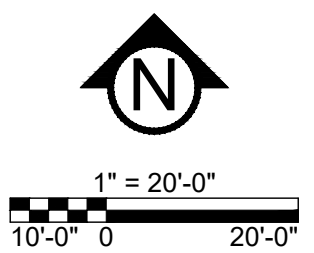
UTILITY PLAN - STORM

UTILITY PLAN LEGEND:

- CATCH BASIN
- MANHOLE
- GATE VALVE AND VALVE BOX
- PROPOSED FIRE HYDRANT
- DRAINTILE
- WATER MAIN
- SANITARY SEWER
- STORM SEWER
- CONSTRUCTION LIMITS
- 100-YR FLOODPLAIN LINE = 918.70
- PROPOSED WETLAND BUFFER AREA



Know what's below.
Call before you dig.



C4.1

**PRELIMINARY:
NOT FOR
CONSTRUCTION**

MARSH RUN III
11800 WAYZATA BOULEVARD, MINNETONKA, MN 55305
INLAND DEVELOPMENT PARTNERS
100 WEST LAKE STREET, #200, WAZATA, MN 55391

PROJECT
OWNER

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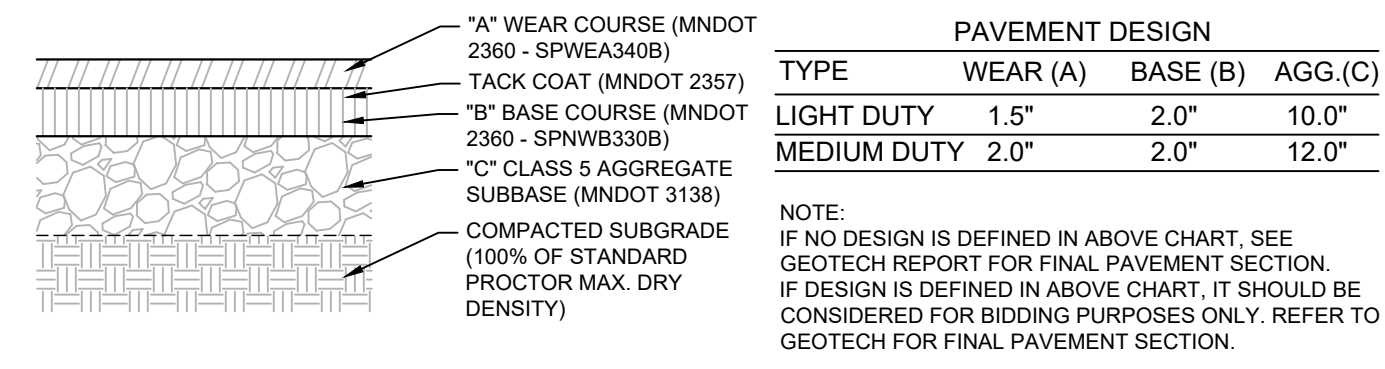
ISSUE/SUBMITTAL SUMMARY

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| 12/12/24 | CITY SUBMITTAL |
| 12/12/25 | CITY RESUBMITTAL |

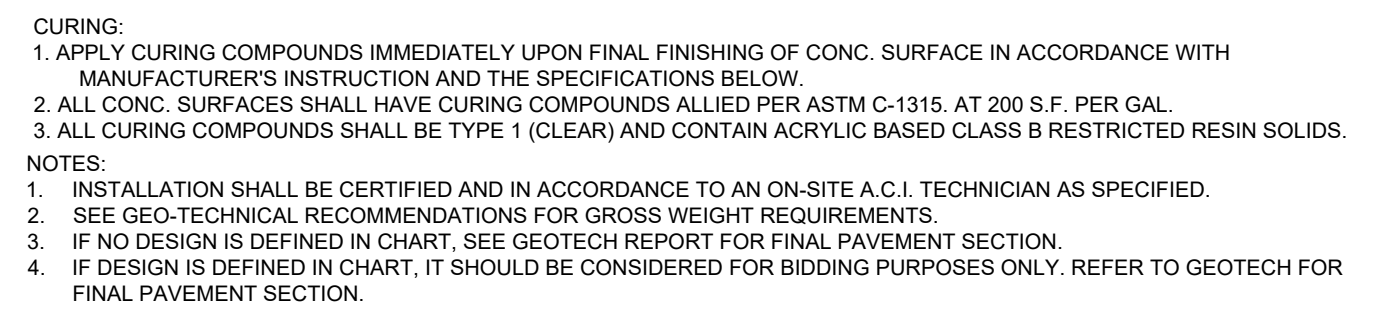
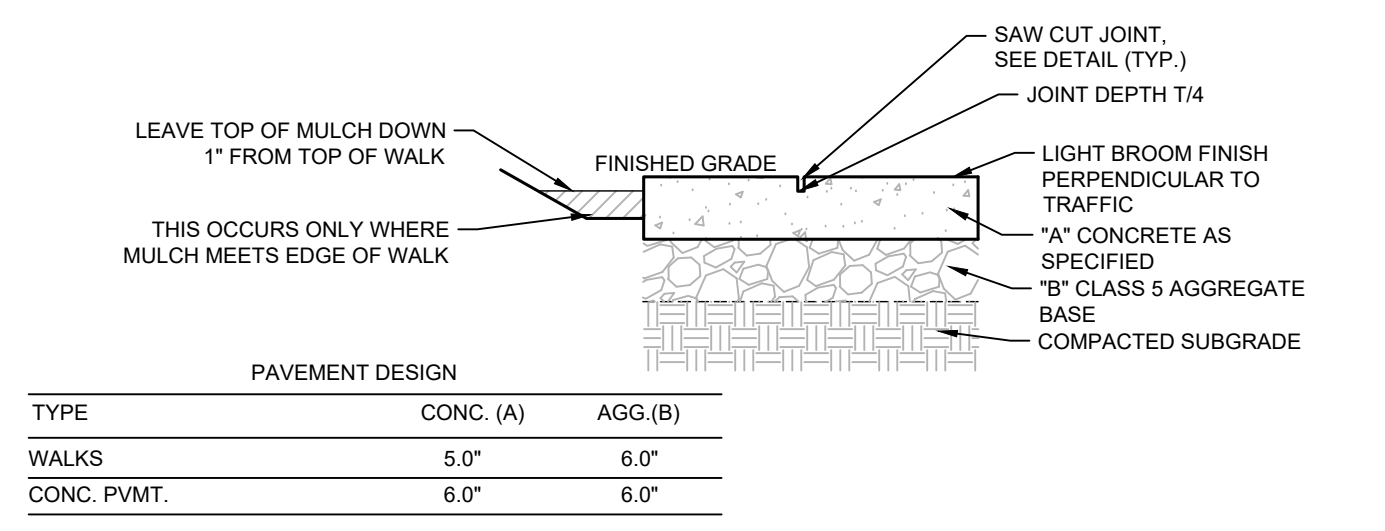
REVISION SUMMARY

| DATE | DESCRIPTION |
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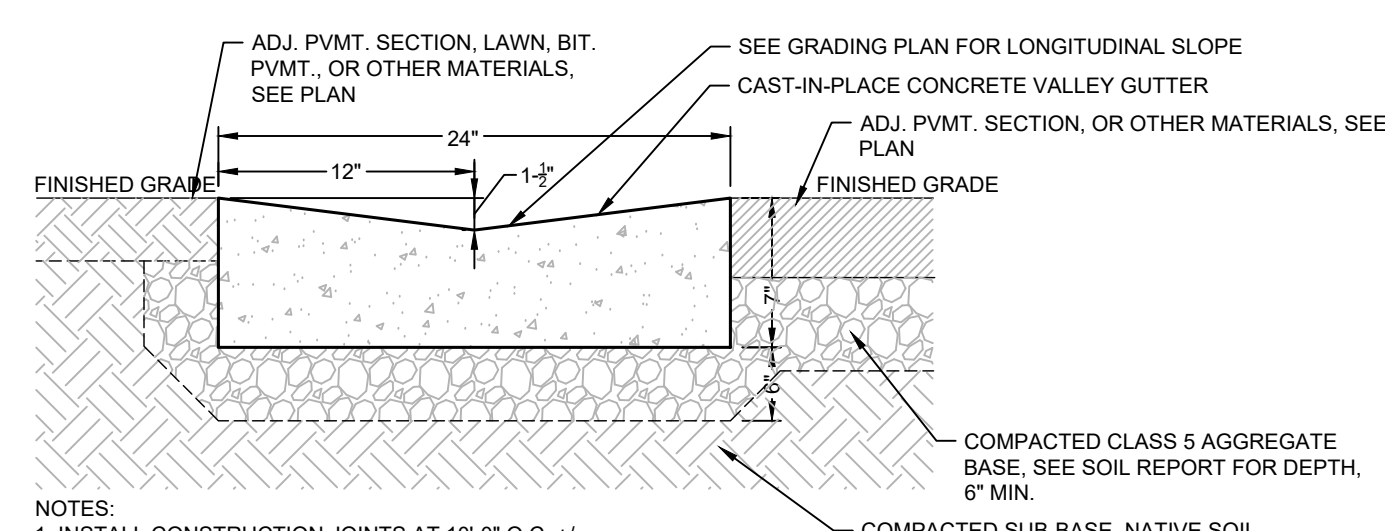
CIVIL DETAILS



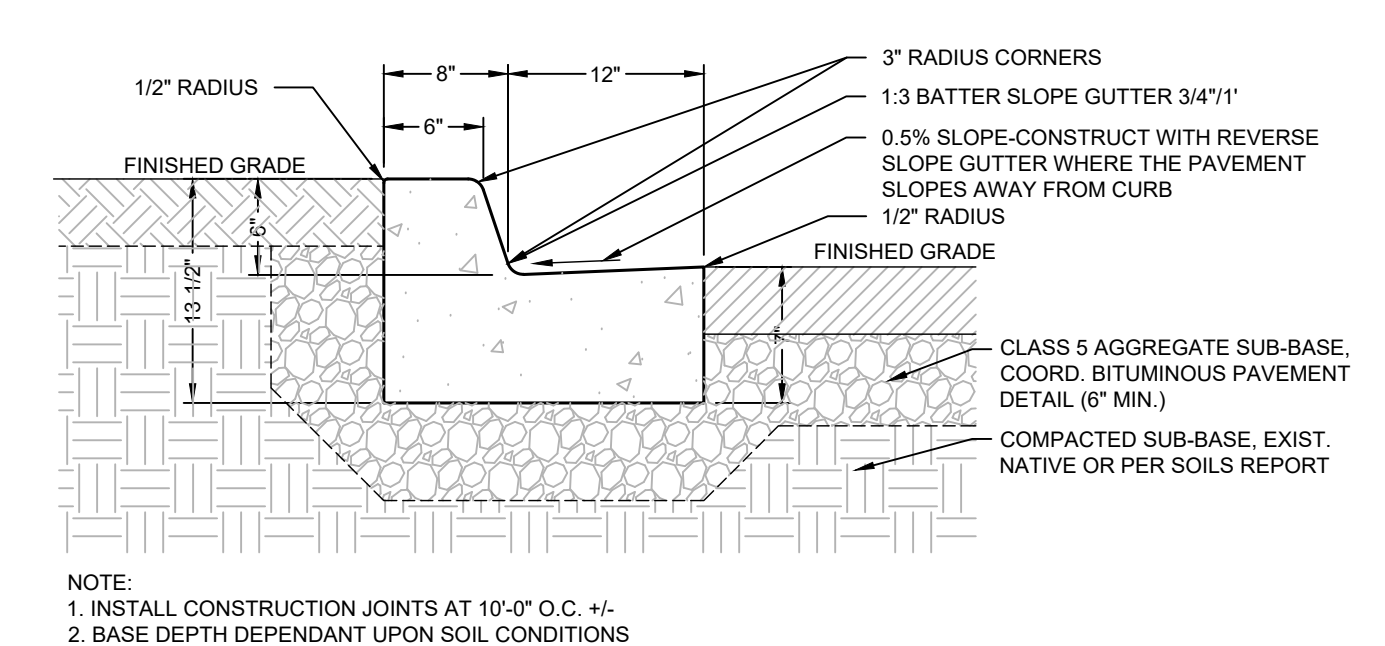
1 BITUMINOUS PAVEMENT - ALL TYPES
NTS



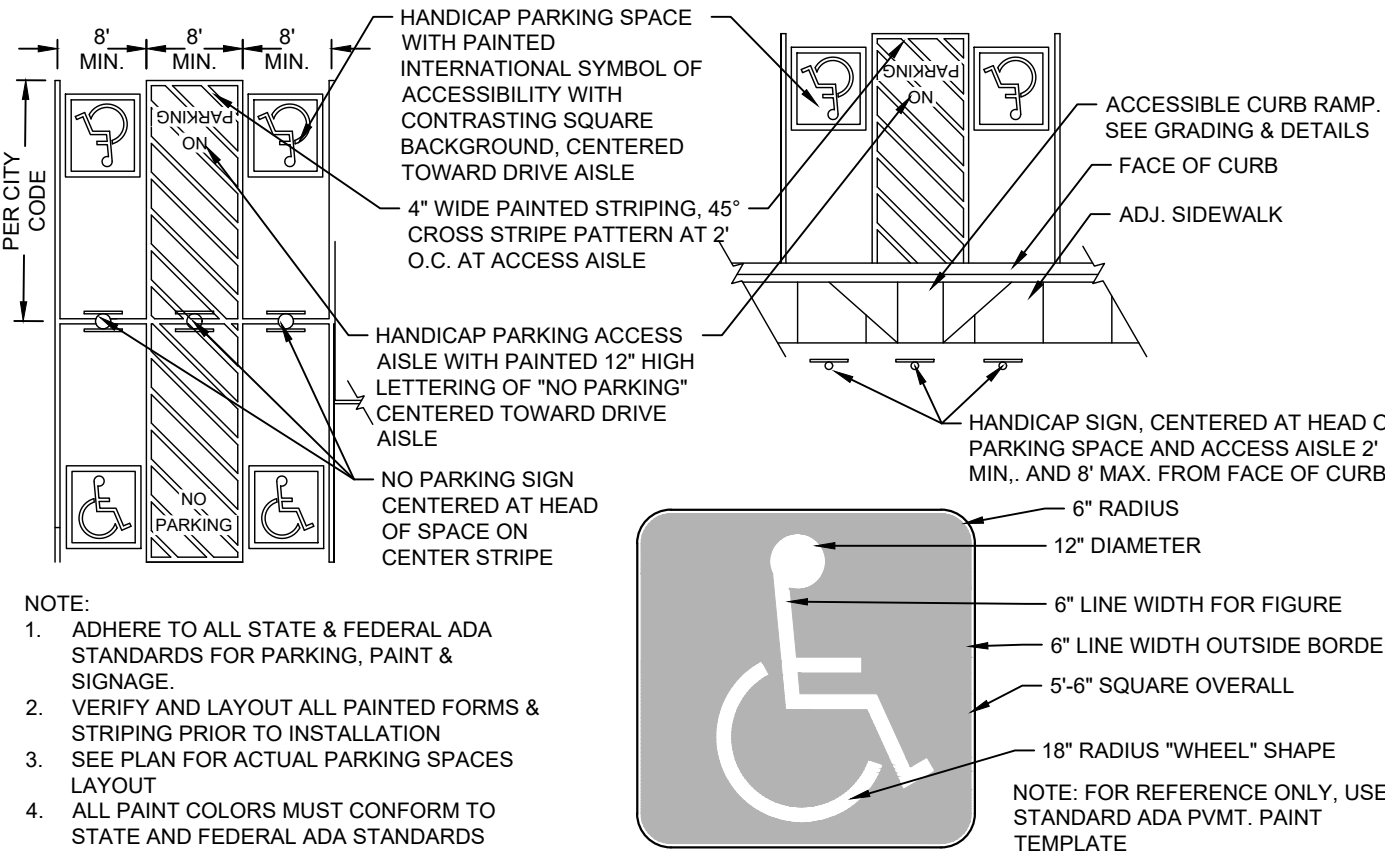
2 CONCRETE PVMT./WALK/PAD- NO FIBER
NTS (PRIVATE PROPERTY)



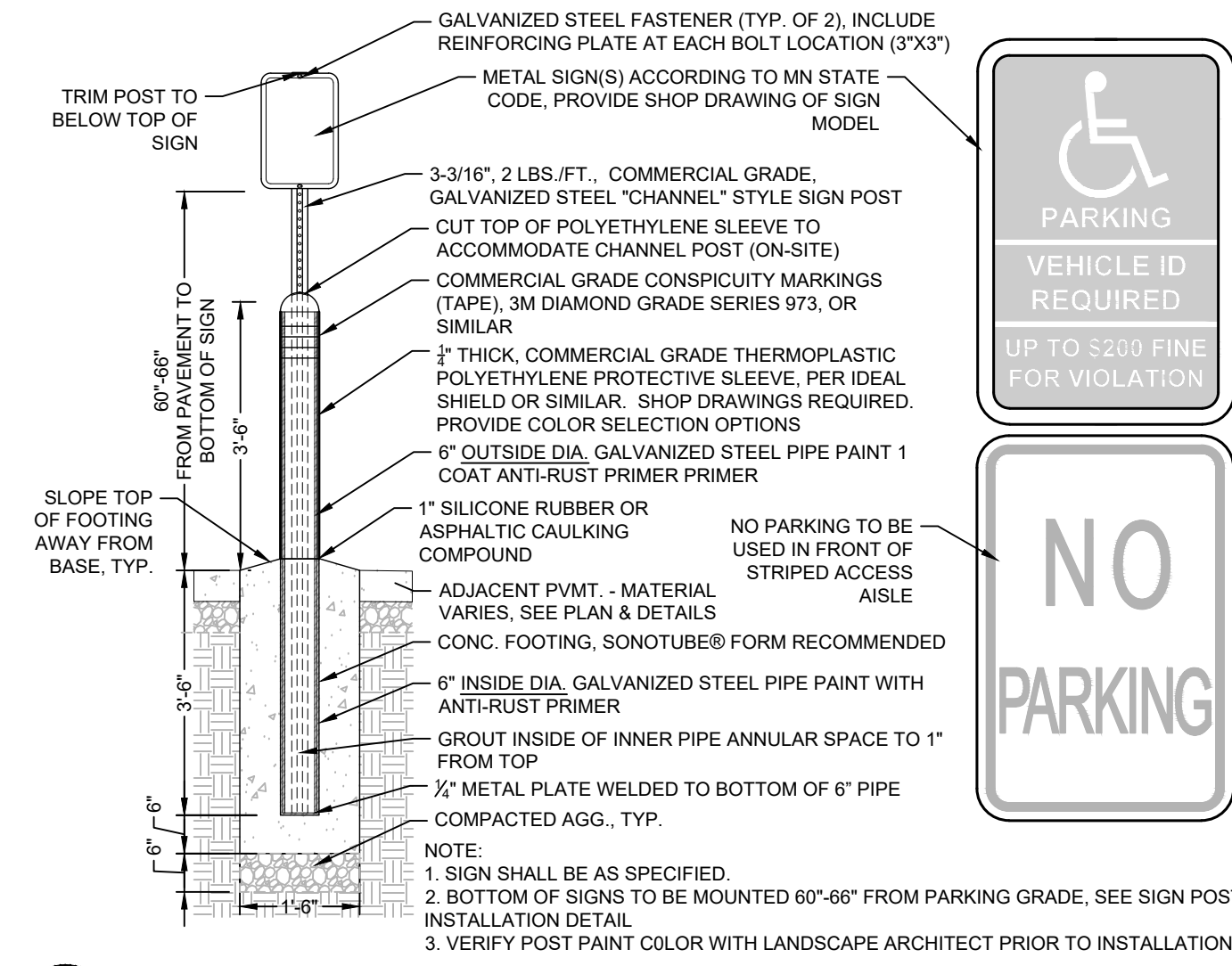
3 VALLEY GUTTER
NTS



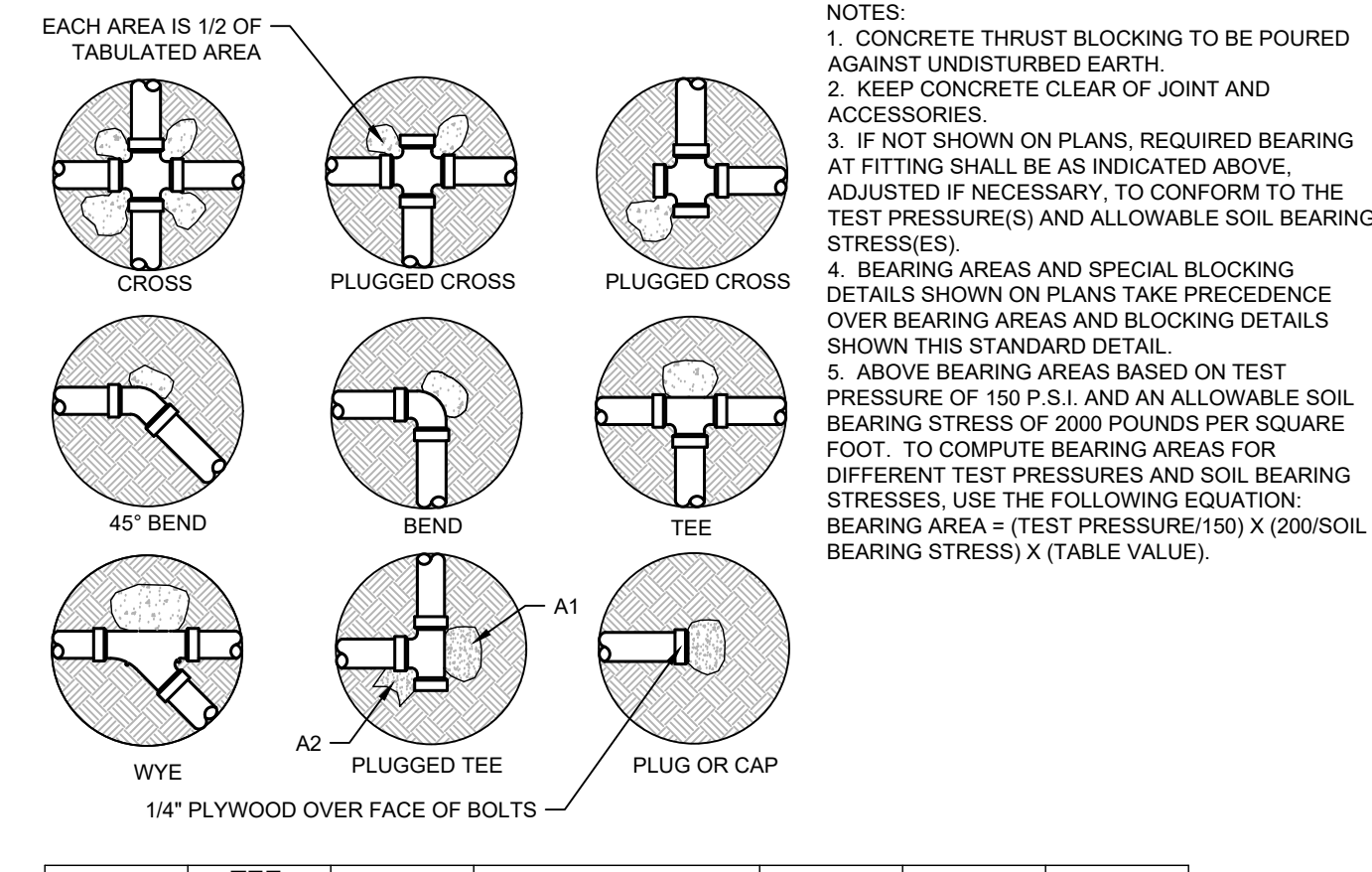
4 B-612 CONCRETE CURB AND GUTTER
NTS



5 ACCESSIBLE PARKING PAVEMENT MARKING
NTS

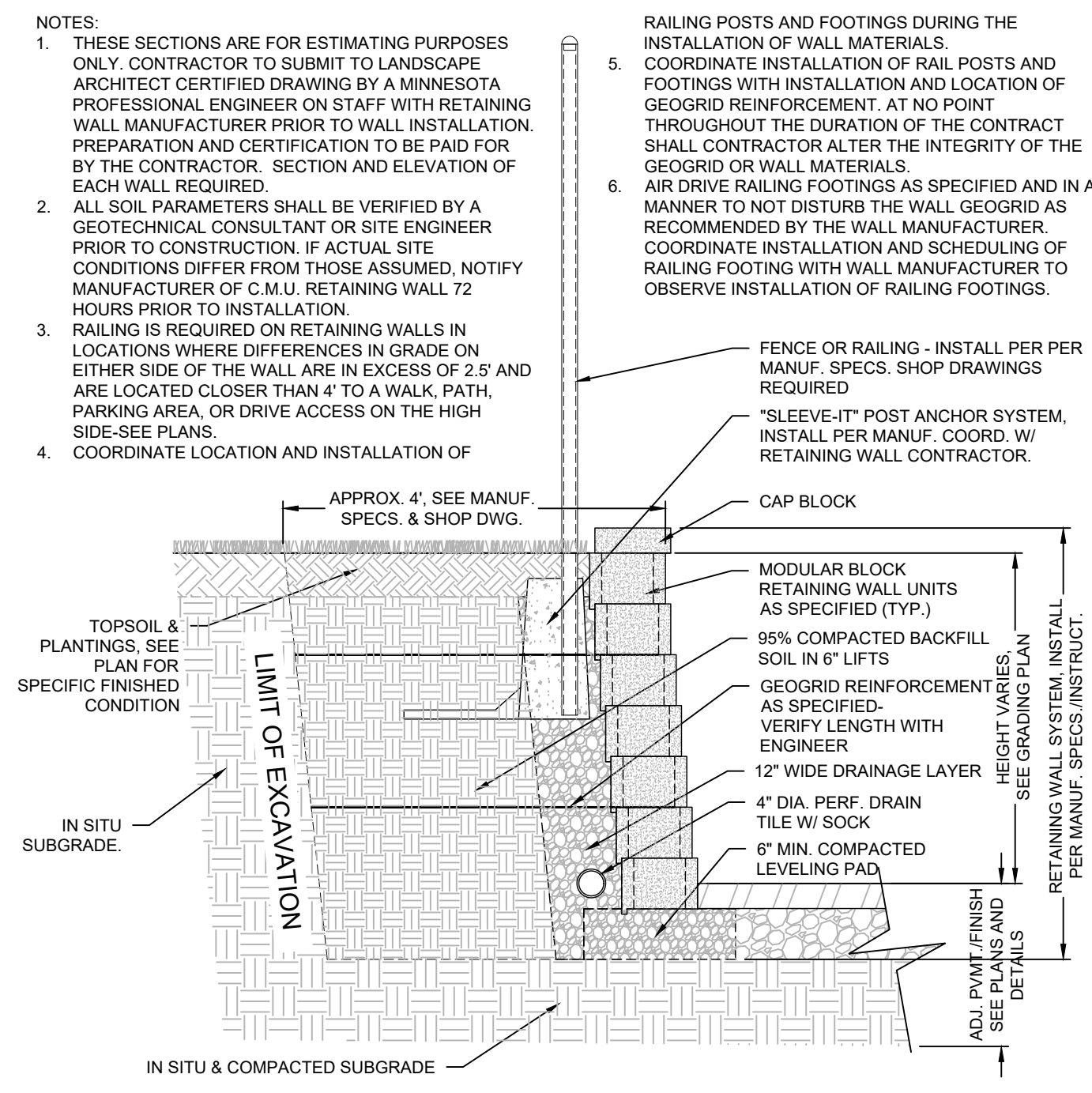


6 ACCESSIBLE SIGN & CHANNEL POST - LOT LOCATION
NTS

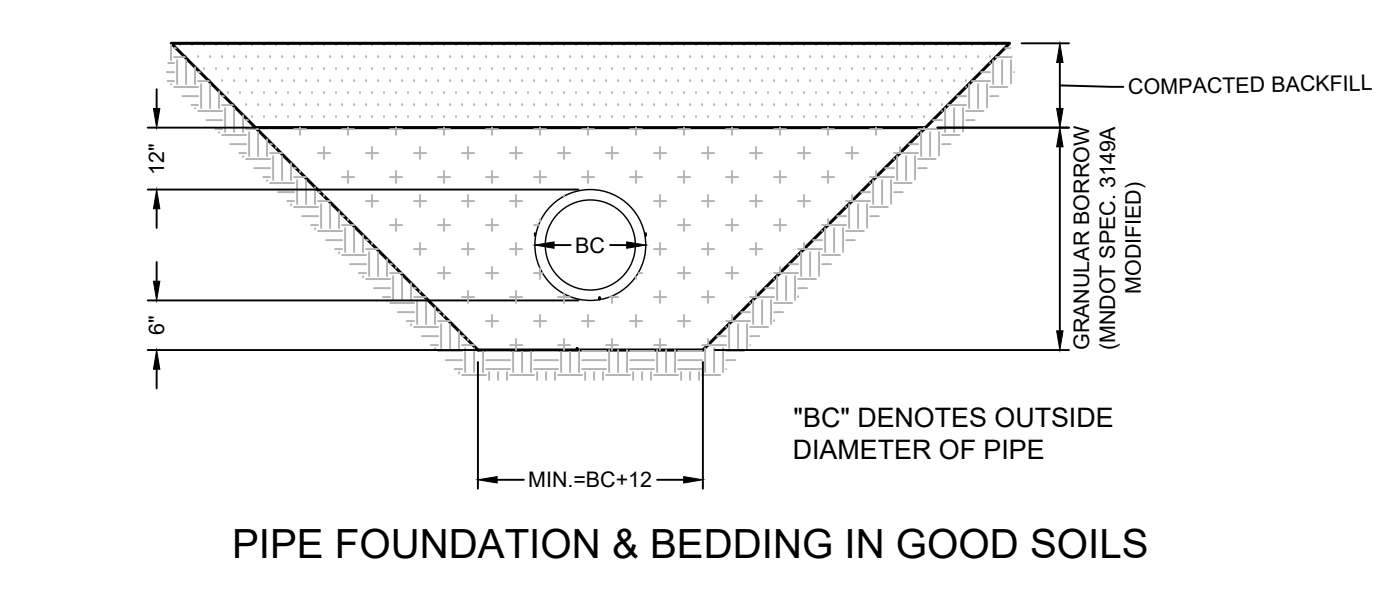


| NOMINAL FITTING SIZE (IN.) | TEE, WYE, PLUG OR CAP | 90° BEND, PLUGGED CROSS | TEE PLUGGED ON RUN | 45° BEND | 22.5° BEND | 11.25° BEND |
|----------------------------|-----------------------|-------------------------|--------------------|----------|------------|-------------|
| 4 | 1.0 | 1.4 | 1.9 | 1.4 | 1.0 | - |
| 6 | 2.1 | 3 | 4.3 | 3 | 1.6 | - |
| 8 | 3.8 | 5.3 | 7.6 | 5.4 | 2.9 | 1.5 |
| 10 | 5.9 | 8.4 | 11.8 | 8.4 | 4.6 | 2.6 |
| 12 | 8.5 | 12.0 | 17.0 | 12.0 | 6.6 | 2.4 |
| 14 | 11.5 | 16.3 | 23.0 | 16.3 | 8.9 | 4.6 |
| 16 | 15.0 | 21.3 | 30.0 | 21.3 | 11.6 | 6.0 |
| 18 | 19.0 | 27.0 | 38.0 | 27.0 | 14.6 | 7.6 |
| 20 | 23.5 | 33.3 | 47.0 | 33.3 | 18.1 | 9.4 |
| 24 | 34.0 | 48.0 | 68.0 | 48.0 | 26.2 | 13.6 |

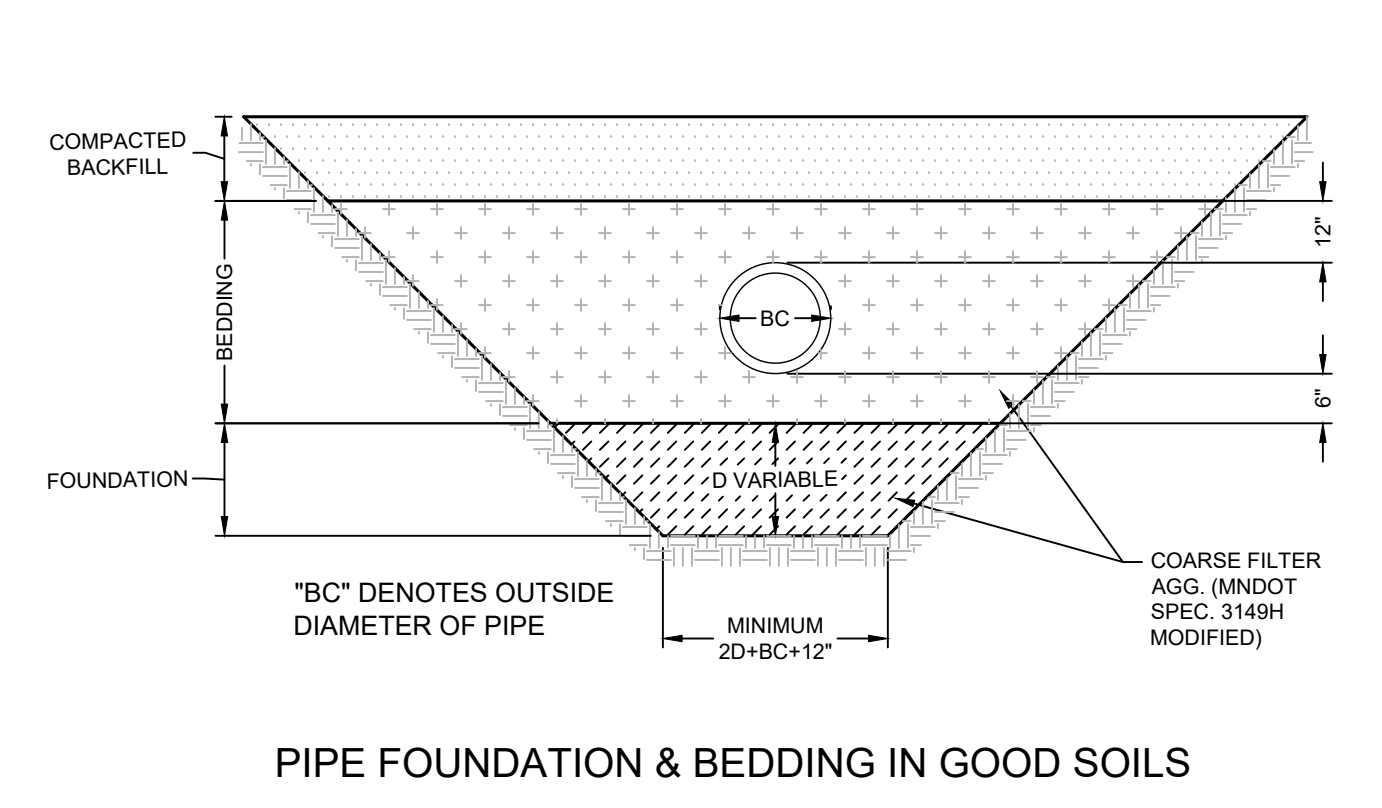
7 THRUST BLOCK
NTS



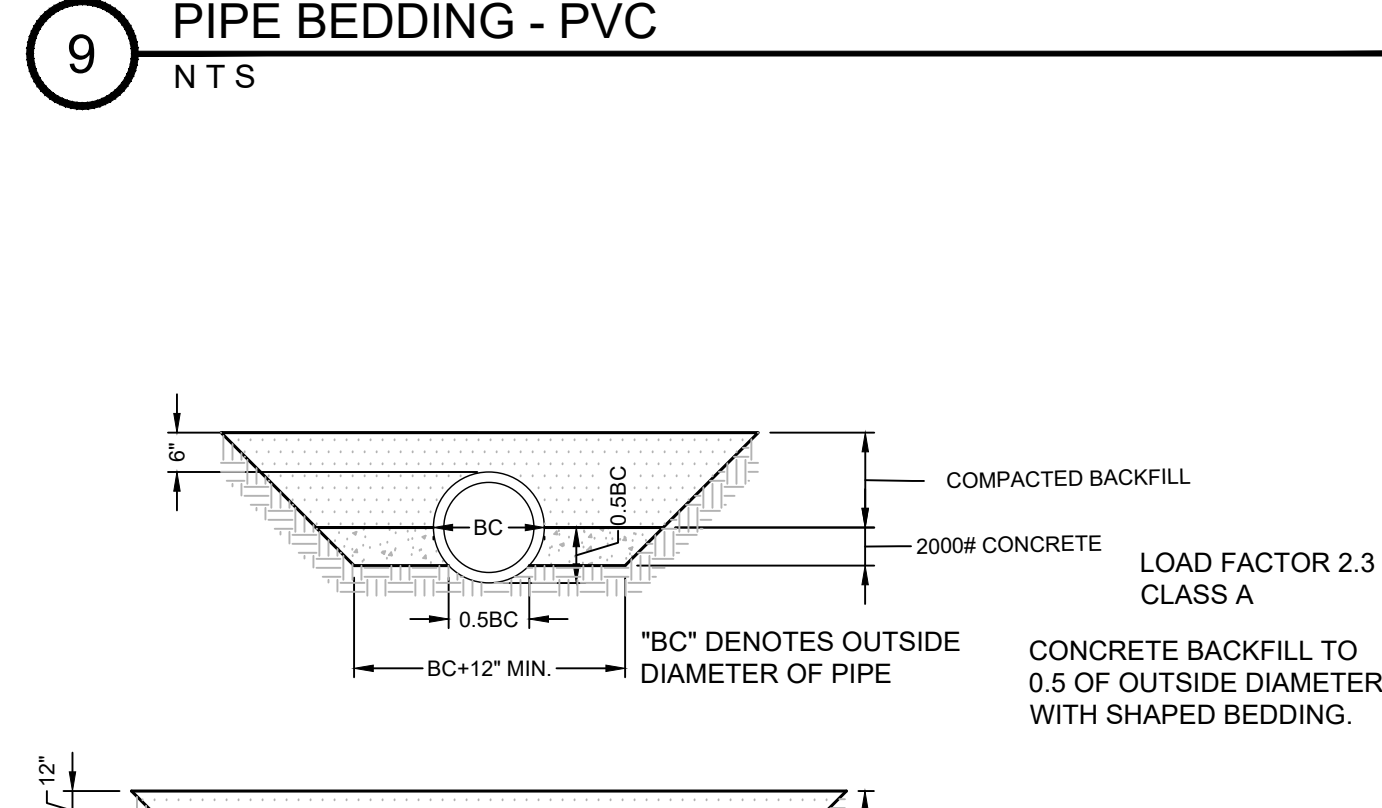
8 RETAINING WALL
NTS



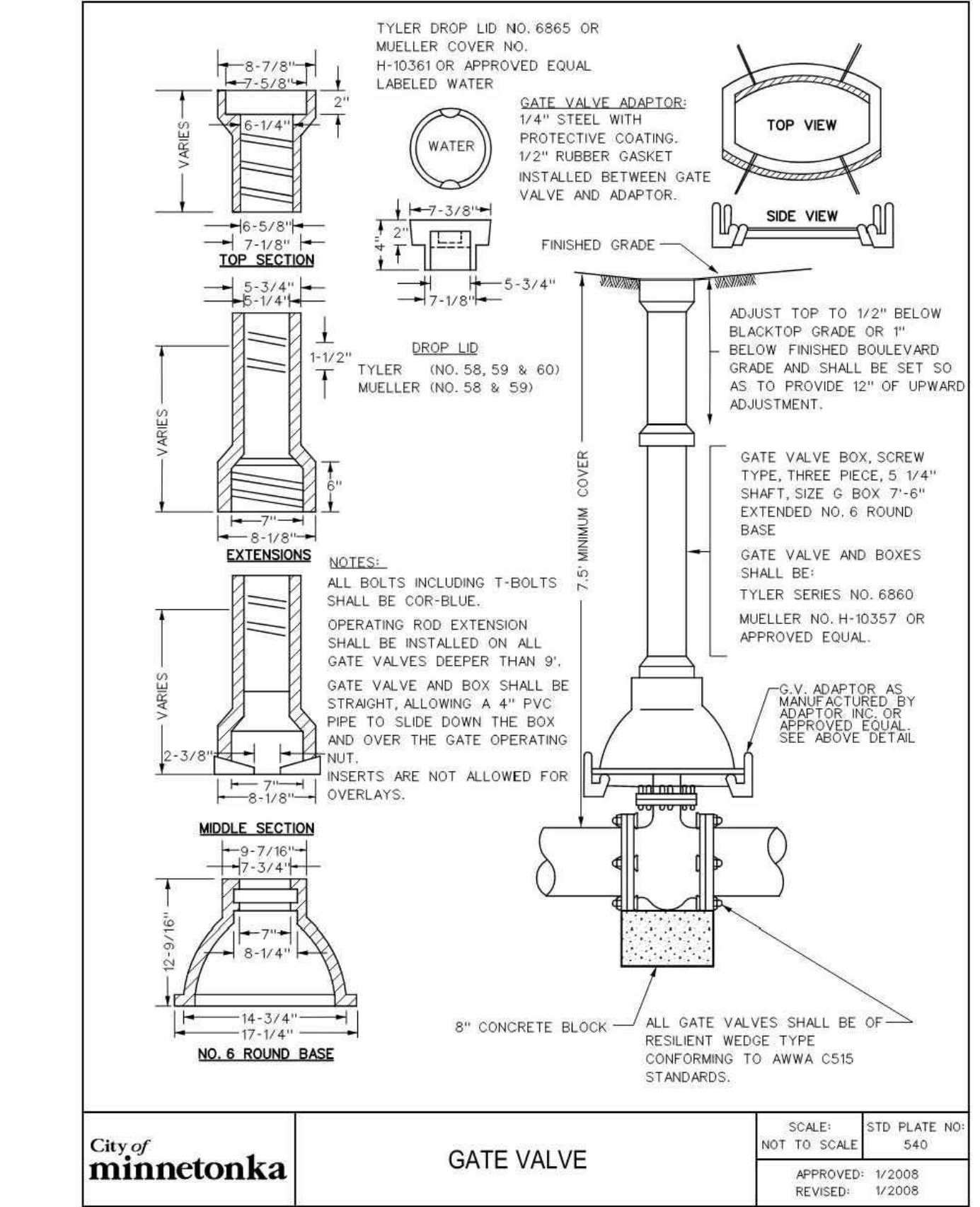
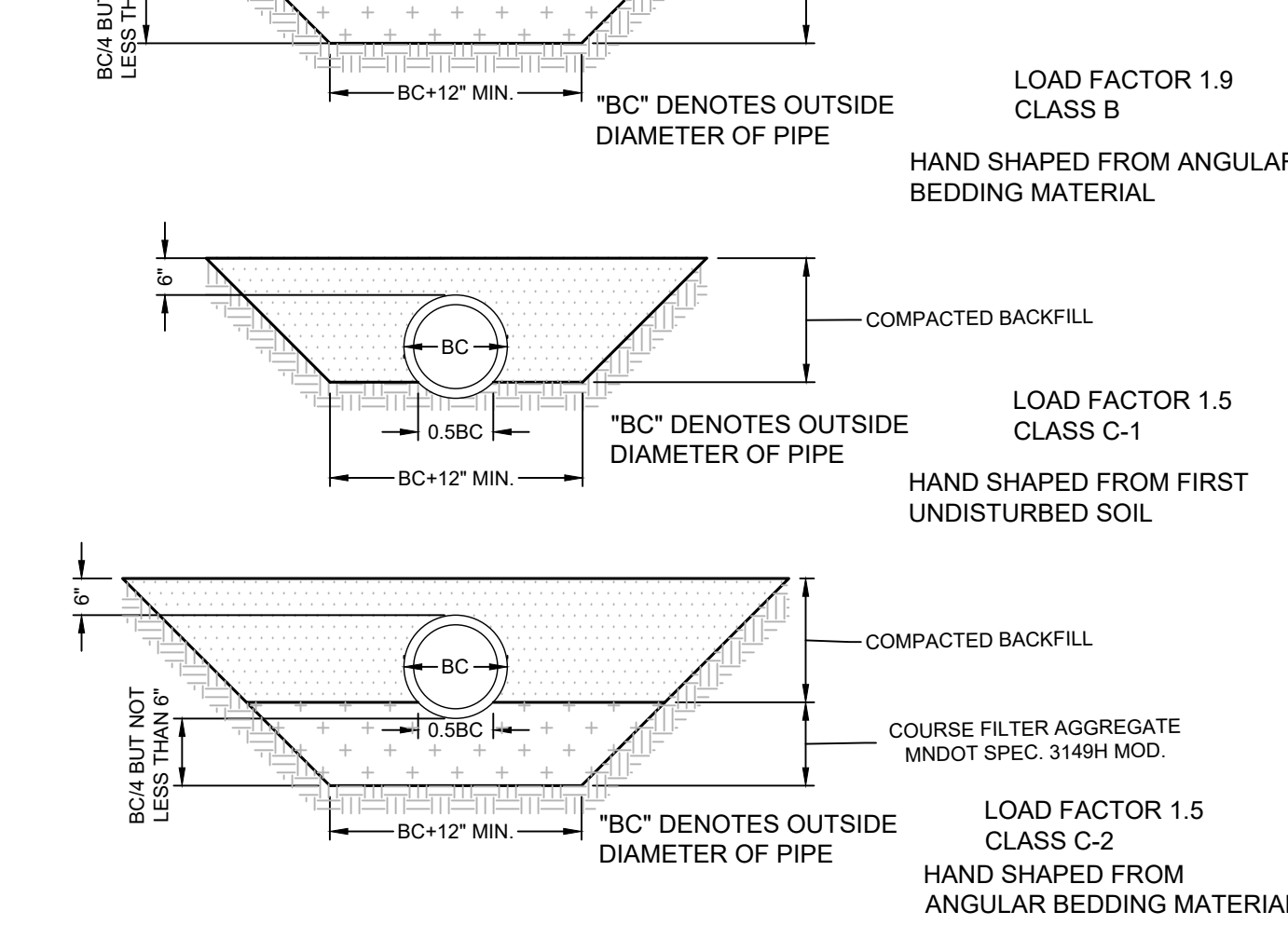
9 PIPE BEDDING - PVC
NTS



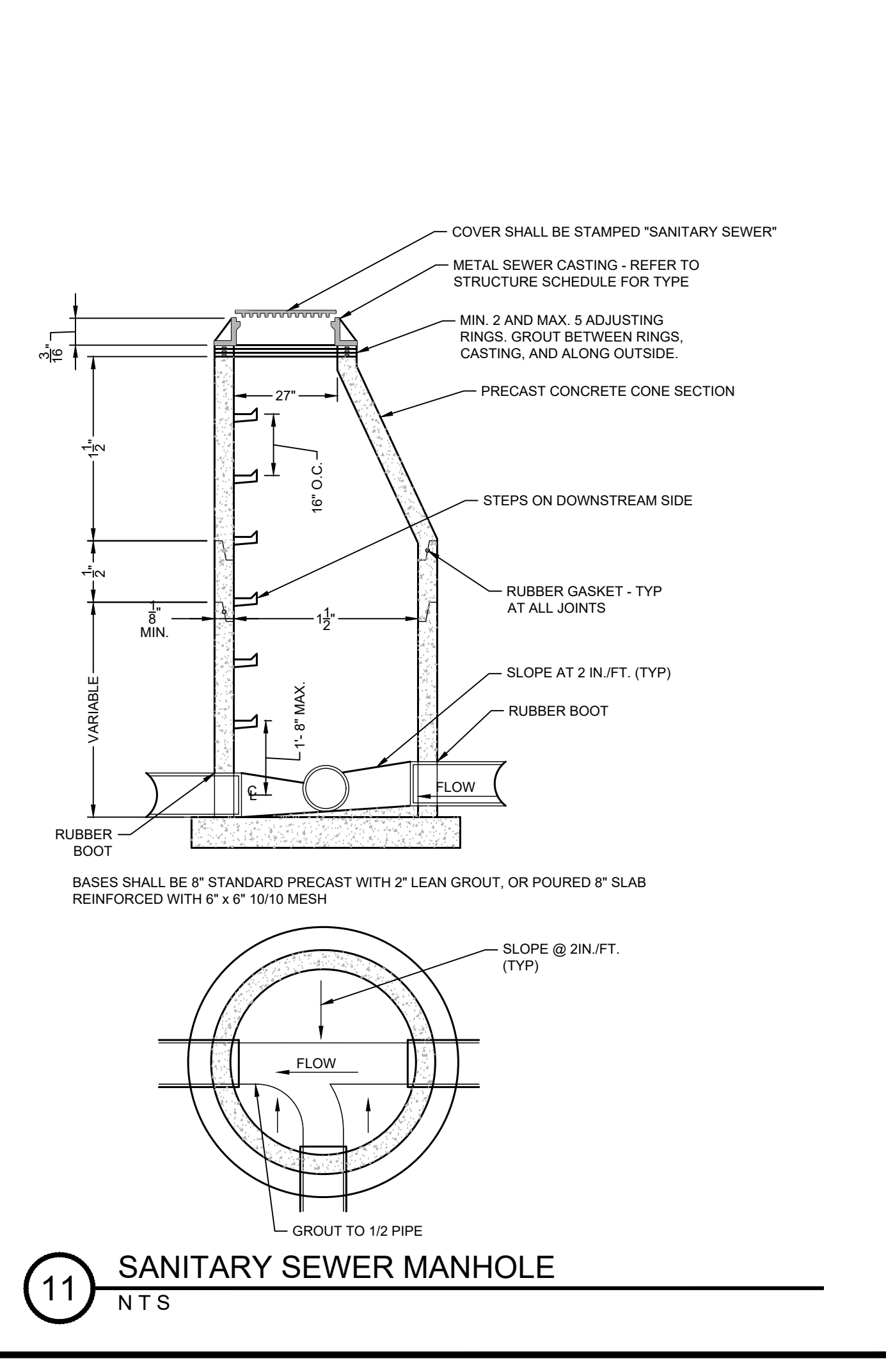
10 PIPE BEDDING - RCP & DIP
NTS

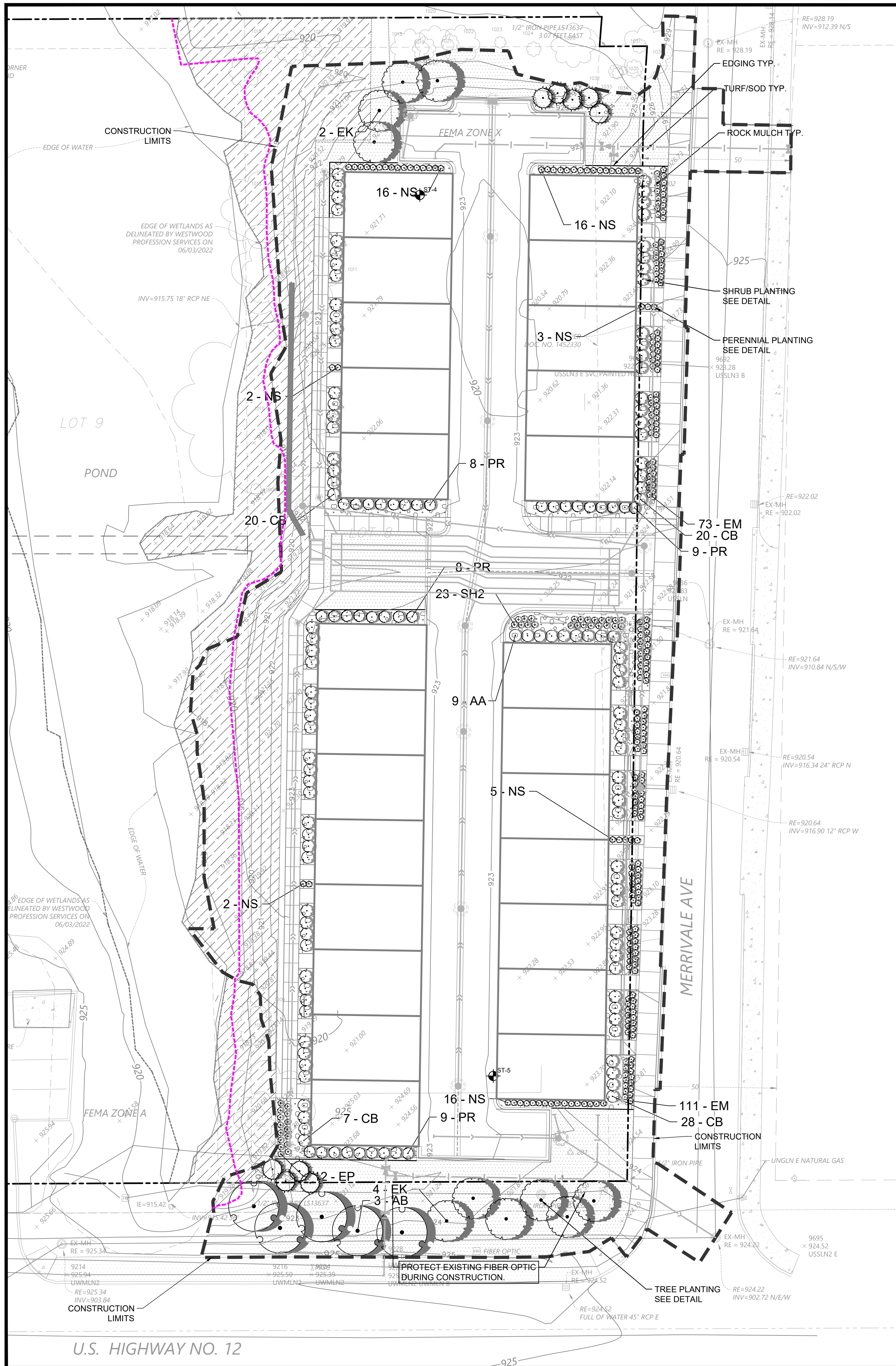


11 SANITARY SEWER MANHOLE
NTS



12 GATE VALVE
NTS





LANDSCAPE NOTES:

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- REFERENCE MULCH SCHEDULE FOR MULCH MATERIALS AND LOCATIONS.
- ALL TREES SHALL BE MULCHED WITH SHREDDED CEDAR MULCH TO OUTER EDGE OF SAUCER OR TO EDGE OF PLANTING BED, IF APPLICABLE. ALL MULCH SHALL BE KEPT WITHIN A MINIMUM OF 2" FROM TREE TRUNK.
- IF SHOWN ON PLAN, RANDOM SIZED LIMESTONE BOULDERS COLOR AND SIZE TO COMPLIMENT NEW LANDSCAPING. OWNER TO APPROVE BOULDER SAMPLES PRIOR TO INSTALLATION.
- PLANT MATERIALS SHALL CONFORM WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND SHALL BE OF HARDY STOCK, FREE FROM DISEASE, DAMAGE AND DISFIGURATION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PLUMPNESS OF PLANT MATERIAL FOR DURATION OF ACCEPTANCE PERIOD.
- UPON DISCOVERY OF A DISCREPANCY BETWEEN THE QUANTITY OF PLANTS SHOWN ON THE SCHEDULE AND THE QUANTITY SHOWN ON THE PLAN, THE PLAN SHALL GOVERN.
- CONDITION OF VEGETATION SHALL BE MONITORED BY THE LANDSCAPE ARCHITECT THROUGHOUT THE DURATION OF THE CONTRACT. LANDSCAPE MATERIALS PART OF THE CONTRACT SHALL BE WARRANTED FOR TWO (2) FULL GROWING SEASONS FROM SUBSTANTIAL COMPLETION DATE.
- ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 6" LAYER TOPSOIL AND SOD AS SPECIFIED UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- COORDINATE LOCATION OF VEGETATION WITH UNDERGROUND AND OVERHEAD UTILITIES, LIGHTING FIXTURES, DOORS AND WINDOWS. CONTRACTOR SHALL STAKE IN THE FIELD FINAL LOCATION OF TREES AND SHRUBS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- ALL PLANT MATERIALS SHALL BE WATERED AND MAINTAINED UNTIL ACCEPTANCE.
- REPAIR AT NO COST TO OWNER ALL DAMAGE RESULTING FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
- SWEEP AND MAINTAIN ALL PAVED SURFACES FREE OF DEBRIS GENERATED FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
- PROVIDE SITE WIDE IRRIGATION SYSTEM DESIGN AND INSTALLATION. SYSTEM SHALL BE FULLY PROGRAMMABLE AND CAPABLE OF ALTERNATE DATE WATERING. THE SYSTEM SHALL PROVIDE HEAD TO HEAD OR DRIP COVERAGE AND BE CAPABLE OF DELIVERING ONE INCH OF PRECIPITATION PER WEEK. SYSTEM SHALL EXTEND INTO THE PUBLIC RIGHT-OF-WAY TO THE EDGE OF PAVEMENT/BACK OF CURB.
- CONTRACTOR SHALL SECURE APPROVAL OF PROPOSED IRRIGATION SYSTEM INCLUDING PRICING FROM OWNER, PRIOR TO INSTALLATION.

POLLINATOR SAFE PLANT MATERIAL:

- THE CONTRACTOR SHALL PROVIDE ONLY PLANT MATERIAL FREE OF NEONICOTINOID BASED INSECTICIDES AND/OR TREATMENTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMIDACLOPRID (CONFIDOR, ADMIRE, GAUCHO, ADVOCATE), THIAMETHOXAM (ACTARA, PLATINUM, CRUISER), CLOTHIANIDIN (PONCHO, DANTOSU, DANTOP), ACETAMIPRID (MOSPILAN, ASSAIL, CHIPCOTRISTAR), THIACTOPRID (CALYPSO), DINOTEFURAN (STARKLE, SAFARI, VENOM), AND NITENPYRAM (CAPSTAR, GUARDIAN).
- CONTRACTOR SHALL CERTIFY, THROUGH SUPPLIERS POLICY STATEMENT OR AFFIDAVIT, THAT NO NEONICOTINOID BASED INSECTICIDES HAVE BEEN USED ON SITE OR DIRECTLY ADJACENT TO THE GROWING OR STORAGE PLOTS OF THE SUPPLIED PLANT MATERIAL, INCLUDING THE PLANTING OF AGRICULTURAL (OR OTHER) SEED TREATED WITH NEONICS.

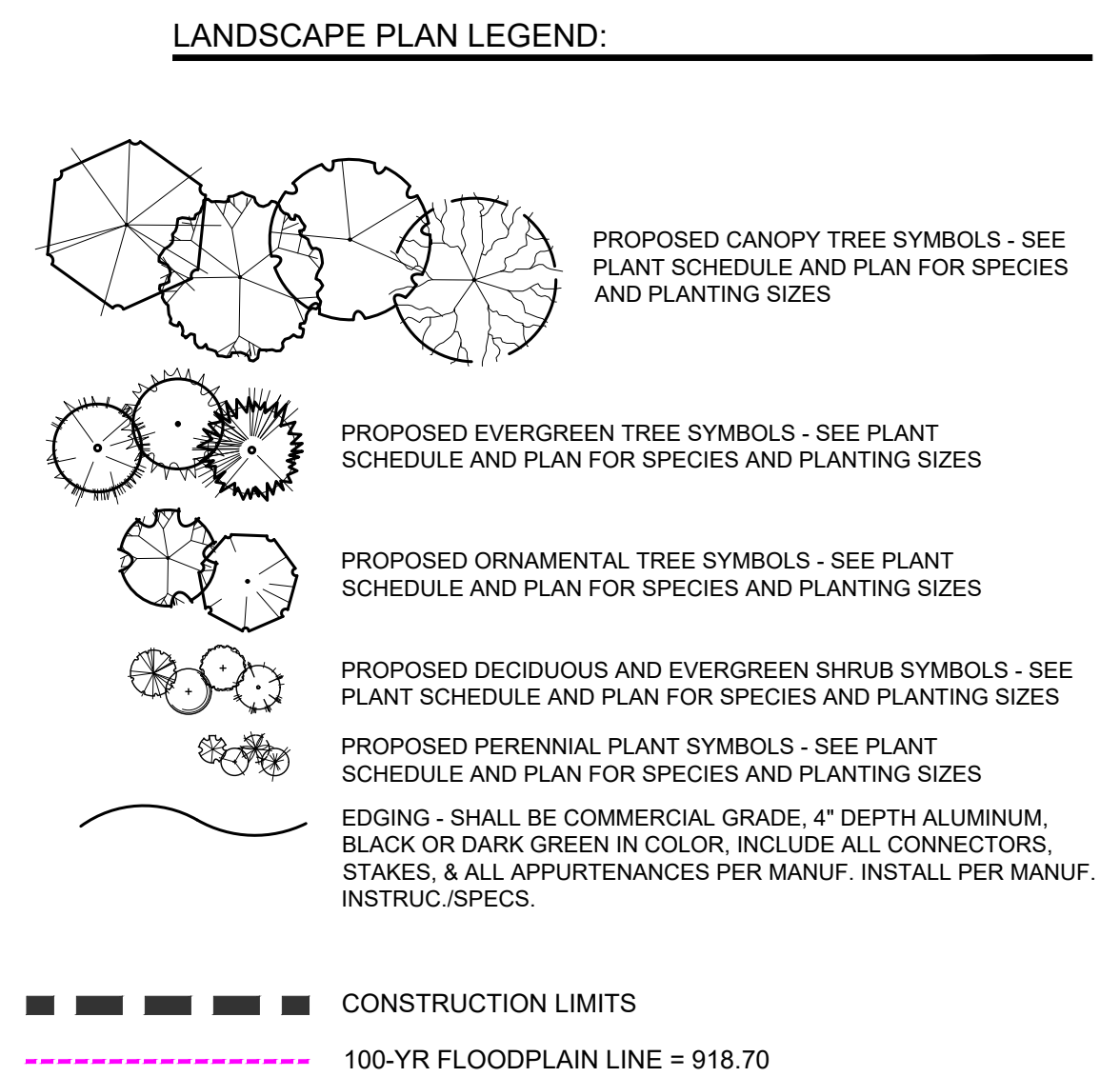
| MULCH SCHEDULE | | | | |
|-------------------------------------|--|---------------|--------|---|
| AREA | MULCH TYPE | M | FABRIC | REMARKS |
| TREE RINGS | 4" DEPTH, SHREDDED CEDAR | YES | NO | SEE DETAIL SHT. L1.1 |
| PLANTING BEDS | 1 1/2" DEPTH, ROCK MULCH | YES | YES | SEE GROUND COVER LEDGED |
| MAINT. STRIP AT BUILDING FOUNDATION | NA | NA | NA | |
| PLAYGROUND MULCH | 12" DEPTH ENGINEERED PLAYGROUND MULCH, SEE REMARKS. DEPTH AS SPECIFIED BY PLAYGROUND EQUIPMENT MANUFACTURER. | SEE SITE PLAN | YES | ORGANIC MULCH DESIGNED SPECIFICALLY FOR USE ON PLAYGROUNDS (CERTIFIED BY ANSI/ASTM FOR PLAYGROUND USE. (I.E. SYLVA SOFTSTEP, SET, INC. PLAYGROUND, OR EQUIVALENT) |
| DOG PARK MULCH | 4" DEPTH, SHREDDED WOOD, SEE REMARKS | YES | YES | ORGANIC MULCH SPECIFICALLY FOR USE IN DOG PARKS OR PLAYGROUNDS. SHALL KNIT TOGETHER TO FORM MATTED, ACCESSIBLE SURFACE. (I.E. SYLVA SOFTSTEP, SET, INC. PLAYGROUND, OR EQUIVALENT), PROVIDE SHOP DRAWINGS/DATA SHEETS FOR REVIEW. |
| NATIVE SEED AREAS | STRAW MULCH | NO | NO | INSTALL PER MNDOT SEEDING MANUAL |

NOTE: COORDINATE ALL MULCH AND PLANTING BED MATERIAL PRIOR TO INSTALLATION, PROVIDE SAMPLES AND SHOP DRAWINGS/PHOTOS/DATA SHEETS OF ALL MATERIALS

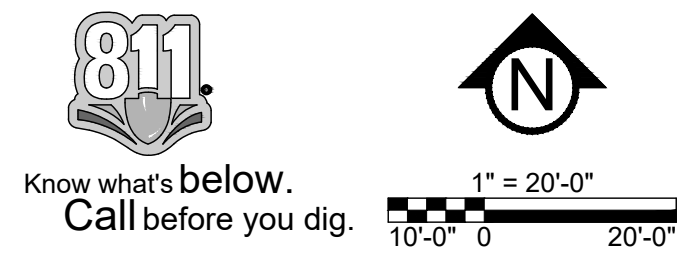
| PLANTING SEASON SCHEDULE | | | |
|--------------------------|--------------------------|-------------------------|---------|
| SEASON | CONIFEROUS | DECIDUOUS | REMARKS |
| SPRING PLANTING | APRIL 15 - JUNE 15 | APRIL 15 - JUNE 15 | |
| FALL PLANTING | AUGUST 21 - SEPTEMBER 30 | AUGUST 15 - NOVEMBER 15 | |

NOTE: ADJUSTMENTS TO PLANTING DATES MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

| GROUND COVER SCHEDULE | | | |
|---------------------------|---|-----------|----------|
| SYMBOL | COMMON / BOTANICAL NAME | QTY | SIZE |
| GROUND COVERS | | | |
| [Symbol] | ROCK MAINTENANCE STRIP / ROCK MAINTENANCE STRIP 1.5" DECORATIVE SCREENED ROCK/STONE INSTALLED 3" DEEP OVER GEOTEXTILE FABRIC. PROVIDE EDGING AS SHOWN ON LANDSCAPE PLAN. | 5,185 sf | Mulch |
| [Symbol] | BLUE GRASS SOD / SOD BLUE GRASS SOD WITH IMPROVED VARIETIES, INSTALLED ON PREPARED SOIL, CONTAINING 6" OF TOPSOIL W/MINIMUM 4% ORGANICS BY WEIGHT. SCARIFIED AND EVENLY GRADED. BIG ROLL PREFERRED FOR LARGER AREAS. | 7,544 sf | Sod |
| MNDOT - SEED MIXES | | | |
| [Symbol] | MN SEED MIX #34-262 WET PRAIRIE / LOWER BASIN SEED MIX MN SEED MIX #34-262 WET PRAIRIE, PER MNDOT SEEDING MANUAL SPECIFICATIONS (2014). SEEDING RATE: 14.5 LB/ACRE (128.4 SEEDS/SF), MULCH W/STRAW, EROSION CONTROL BLANKET, OR HYDROMULCH. | 11,307 sf | Seed Mix |



SEE SHEET L1.1 FOR PLANTING SCHEDULE
SEE SHEET LT1.0 FOR EXTERIOR LIGHTING PLAN



CivilSite GROUP
Civil Engineering * Surveying * Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

**PRELIMINARY:
NOT FOR CONSTRUCTION**

MARSH RUN III
11800 WAYZATA BOULEVARD, MINNETONKA, MN 55305

INLAND DEVELOPMENT PARTNERS
100 WEST LAKE STREET, #200, WAYZATA, MN 55391

PROJECT MANAGER: DAVID KNEBLE
CONTACT NUMBER: 612-615-0060 X708
DRAWN BY: JIK
REVIEWED BY: JIK
PROJECT NUMBER: 18431

ISSUE/SUBMITTAL SUMMARY

| DATE | DESCRIPTION |
|------------|----------------|
| 12/31/2024 | CITY SUBMITTAL |
| 12/12/2025 | CITY SUBMITTAL |

REVISION SUMMARY

| DATE | DESCRIPTION |
|------|-------------|
| | |

LANDSCAPE PLAN

L1.0

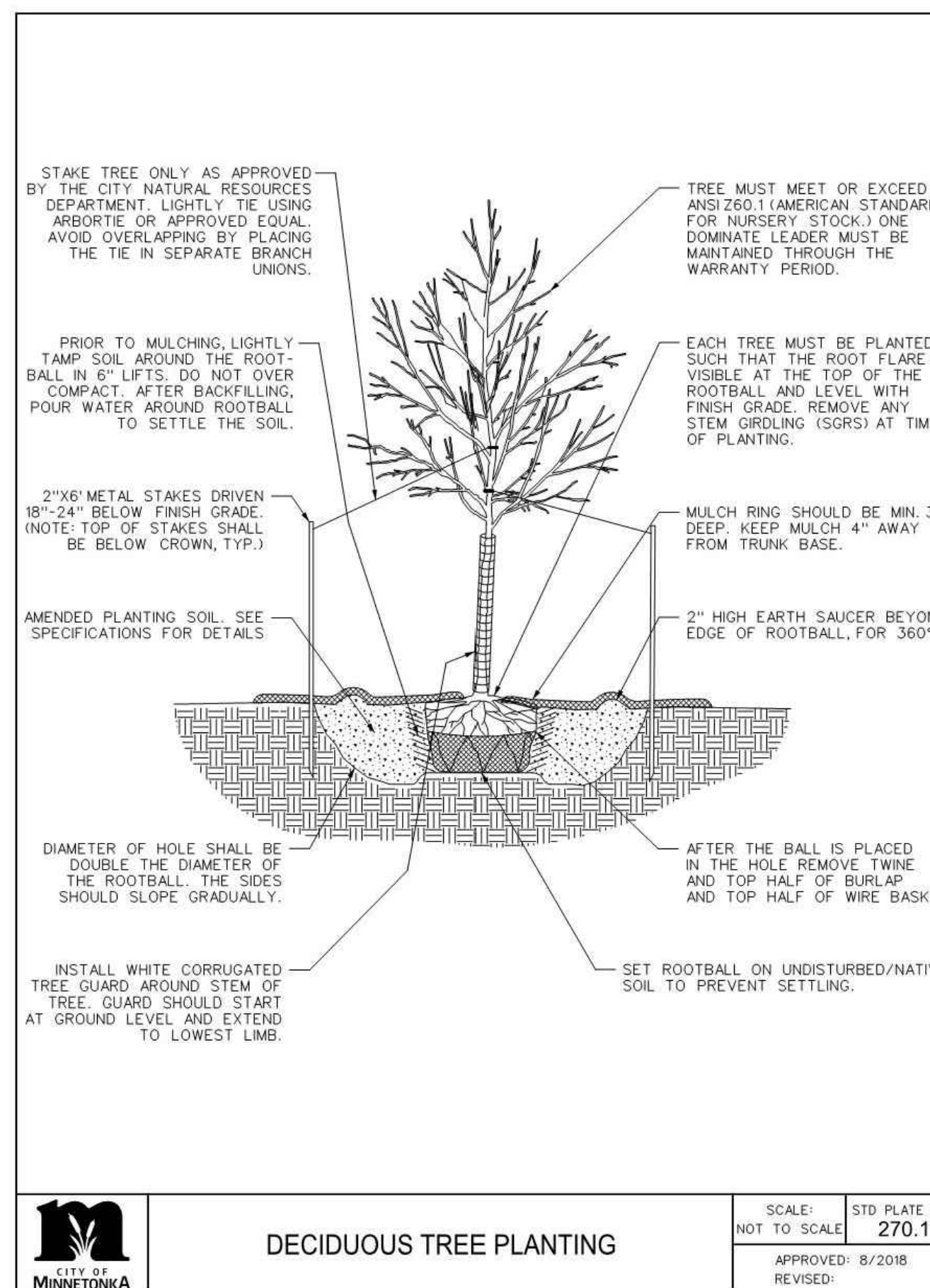
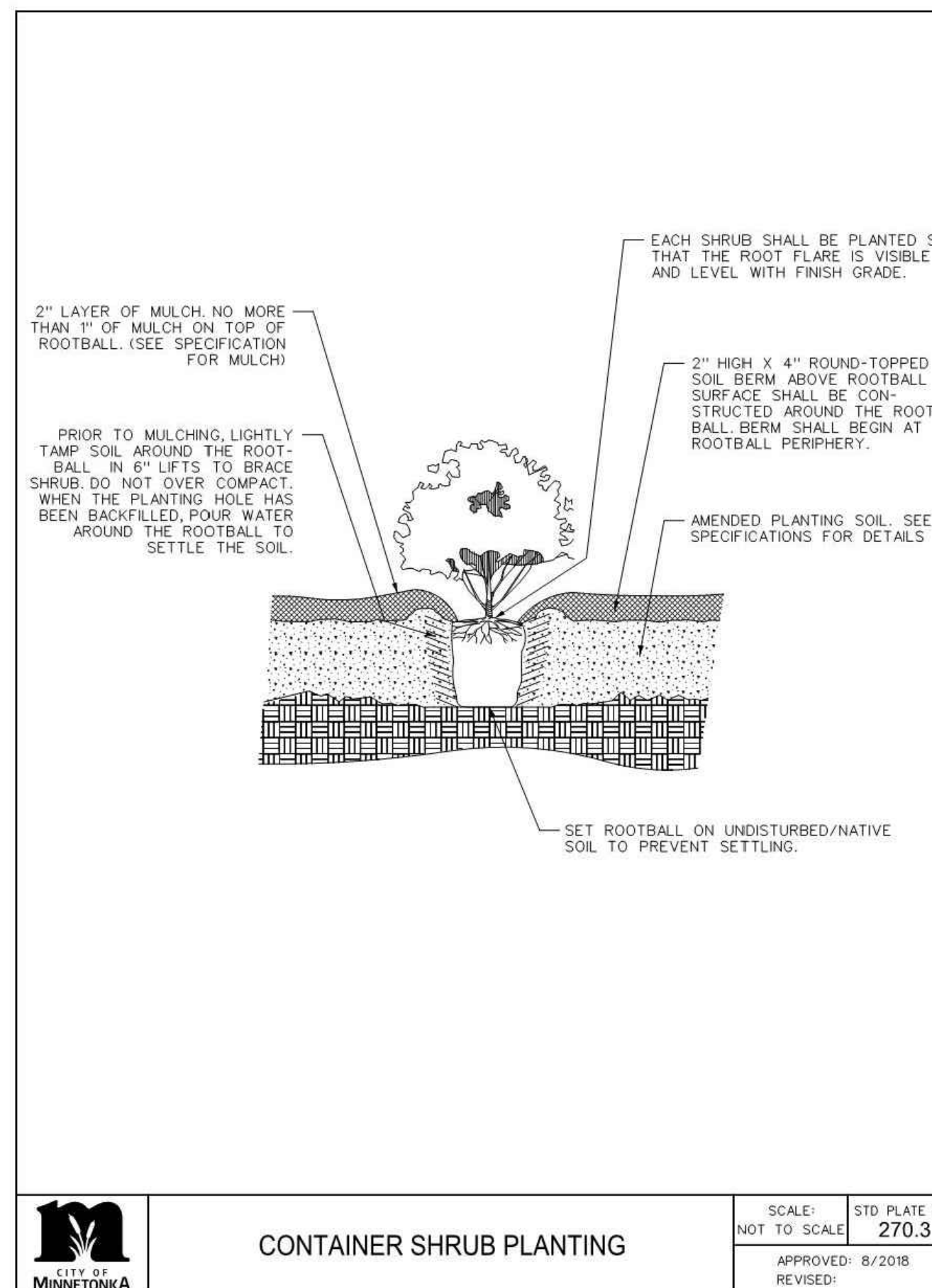
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PLANT SCHEDULE

| SYMBOL | CODE | COMMON / BOTANICAL NAME | QTY | CONT | NATIVE PLANTS | POLLINATOR FRIENDLY |
|------------------------|------|---|-----|-------------|-----------------|---------------------|
| TREES | | | | | | |
| | AB | Autumn Blaze Maple / Acer x freemanii 'Jeffersred'™ | 5 | 3" Cal. B&B | B&B | |
| | EK | Espresso Kentucky Coffeetree / Gymnocladus dioica 'Espresso' | 10 | 3" Cal. B&B | NATIVE CULTIVAR | Y |
| EVERGREEN TREES | | | | | | |
| | JE | Eastern Red Cedar / Juniperus virginiana | 9 | 6' B&B | NATIVE | N |
| SHRUBS | | | | | | |
| | AA | Autumn Magic Black Chokeberry / Aronia melanocarpa 'Autumn Magic' | 9 | #5 CONT | NATIVE CULTIVAR | Y |
| | CB | Firedance Dogwood / Cornus sericea 'Bailadeline'™ | 100 | #5 CONT | NATIVE CULTIVAR | Y |
| | PR | Raspberry Lemonade Ninebark / Physocarpus opulifolius 'ZLEYel2'™ | 34 | #5 CONT | NATIVE CULTIVAR | Y |
| GRASSES | | | | | | |
| | NS | Northwind Switch Grass / Panicum virgatum 'North Wind' | 60 | #1 CONT | NATIVE CULTIVAR | Y |
| | SH2 | Prairie Dropseed / Sporobolus heterolepis | 23 | #1 CONT | NATIVE | Y |
| PERENNIALS | | | | | | |
| | EM | Magnus Purple Coneflower / Echinacea purpurea 'Magnus' | 184 | #1 CONT | NATIVE CULTIVAR | Y |
| | EP | PowWow White Coneflower / Echinacea purpurea 'PAS702918'™ | 15 | #1 CONT | NATIVE CULTIVAR | Y |

REQUIRED LANDSCAPE CALCULATIONS

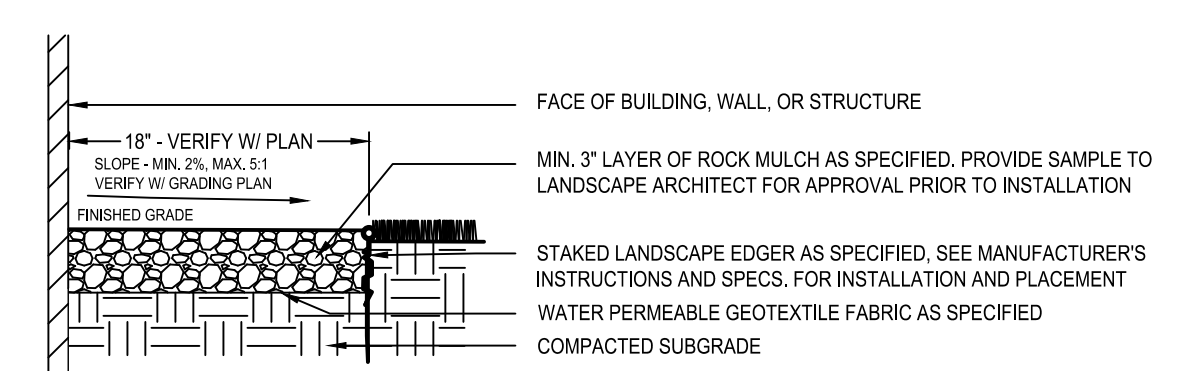
| COST OF PROJECT VALUE | | \$8,900,000.00 | |
|--|------------------|----------------|--------------------|
| REQUIRED LANDSCAPE PLANT MATERIAL (1% MINIMUM LANDSCAPE VALUE REQUIRED - OVER \$4,000,000) | | \$89,000.00 | |
| PROPOSED (SEE SCHEDULE ABOVE) | | | |
| TYPE | UNIT PRICE | QUANT. | |
| Deciduous Trees | \$ 550.00 EA. | 15 | \$8,250.00 |
| Coniferous Trees | \$ 450.00 EA. | 9 | \$4,050.00 |
| Ornamental Trees | \$ 225.00 EA. | 0 | \$0.00 |
| Shrubs | \$ 75.00 EA. | 143 | \$10,725.00 |
| Perennials | \$ 25.00 EA. | 199 | \$4,975.00 |
| Sod/Turf | \$ 6.50 SY | 836 | \$5,434.00 |
| Edging (Vinyl) | \$ 3.50 LF | 177 | \$619.50 |
| Decorative Rock Maintenance Str | \$ 4.58 SF | 5185 | \$23,747.30 |
| Mulch (Shredded Cedar Mulch) | \$ 2.54 SF | 9 | \$22.86 |
| RAILING | \$ 60.00 LF | 86 | \$5,160.00 |
| RETAINING WALL | \$ 40.00 SF | 260 | \$10,400.00 |
| Irrigation System | \$ 16,000.00 EA. | 1 | \$16,000.00 |
| TOTAL | | | \$89,383.66 |



IRRIGATION NOTES:

- ENTIRE SITE SHALL BE FULLY IRRIGATED. THE CONTRACTOR SHALL SUBMIT IRRIGATION SHOP DRAWINGS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- PROVIDE SITE WIDE IRRIGATION SYSTEM DESIGN AND INSTALLATION. SYSTEM SHALL BE FULLY PROGRAMMABLE AND CAPABLE OF ALTERNATE DATE WATERING. THE SYSTEM SHALL PROVIDE HEAD TO HEAD OR DRIP COVERAGE AND BE CAPABLE OF DELIVERING ONE INCH OF PRECIPITATION PER WEEK. SYSTEM SHALL EXTEND INTO THE PUBLIC RIGHT-OF-WAY TO THE EDGE OF PAVEMENT/BACK OF CURB.
- CONTRACTOR SHALL SECURE APPROVAL OF PROPOSED IRRIGATION SYSTEM INCLUDING PRICING FROM OWNER, PRIOR TO INSTALLATION.
- SEE MECHANICAL AND ELECTRICAL PLANS AND SPECIFICATIONS FOR IRRIGATION WATER, METER, AND POWER CONNECTIONS.
- CONTRACTOR TO VERIFY LOCATION OF ALL UNDERGROUND/ABOVE GROUND FACILITIES PRIOR TO ANY EXCAVATION/INSTALLATION. ANY DAMAGE TO UNDERGROUND/ABOVE GROUND FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COSTS ASSOCIATED WITH CORRECTING DAMAGES SHALL BE BORNE ENTIRELY BY THE CONTRACTOR.
- SERVICE EQUIPMENT AND INSTALLATION SHALL BE PER LOCAL UTILITY COMPANY STANDARDS AND SHALL BE PER NATIONAL AND LOCAL CODES. EXACT LOCATION OF SERVICE EQUIPMENT SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT OR EQUIVALENT AT THE JOB SITE.
- CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANY FOR THE PROPOSED ELECTRICAL SERVICE AND METERING FACILITIES.
- IRRIGATION WATER LINE CONNECTION SIZE IS 1-1/2" AT BUILDING. VERIFY WITH MECHANICAL PLANS.
- ALL MAIN LINES SHALL BE 18" BELOW FINISHED GRADE.
- ALL LATERAL LINES SHALL BE 12" BELOW FINISHED GRADE.
- ALL EXPOSED PVC RISERS, IF ANY, SHALL BE GRAY IN COLOR.
- CONTRACTOR SHALL LAY ALL SLEEVES AND CONDUIT AT 2'-0" BELOW THE FINISHED GRADE OF THE TOP OF PAVEMENT. EXTEND SLEEVES TO 2'-0" BEYOND PAVEMENT.
- CONTRACTOR SHALL MARK THE LOCATION OF ALL SLEEVES AND CONDUIT WITH THE SLEEVING MATERIAL "ELDED" TO 2'-0" ABOVE FINISHED GRADE AND CAPPED.
- FABRICATE ALL PIPE TO MANUFACTURE'S SPECIFICATIONS WITH CLEAN AND SQUARE CUT JOINTS. USE QUALITY GRADE PRIMER AND SOLVENT CEMENT FORMULATED FOR INTENDED TYPE OF CONNECTION.
- BACKFILL ALL TRENCHES WITH SOIL FREE OF SHARP OBJECTS AND DEBRIS.
- ALL VALVE BOXES AND COVERS SHALL BE BLACK IN COLOR.
- GROUP VALVE BOXES TOGETHER FOR EASE WHEN SERVICE IS REQUIRED. LOCATE IN PLANT BED AREAS WHENEVER POSSIBLE.
- IRRIGATION CONTROLLER LOCATION SHALL BE VERIFIED ON-SITE WITH OWNER'S REPRESENTATIVE.
- CONTROL WIRES: 14 GAUGE DIRECT BURIAL, SOLID COPPER IRRIGATION WIRE. RUN UNDER MAIN LINE. USE MOISTURE-PROOF SPLICES AND SPLICE ONLY AT VALVES OR PULL BOXES. RUN SEPARATE HOT AND COMMON WIRE TO EACH VALVE AND ONE (1) SPARE WIRE AND GROUND TO FURTHEST VALVE FROM CONTROLLER. LABEL OR COLOR CODE ALL WIRES.
- AVOID OVER SPRAY ON BUILDINGS, PAVEMENT, WALLS AND ROADWAYS BY INDIVIDUALLY ADJUSTING RADIUS OR ARC ON SPRINKLER HEADS AND FLOW CONTROL ON AUTOMATIC VALVE.
- ADJUST PRESSURE REGULATING VALVES FOR OPTIMUM PRESSURE ON SITE.
- USE SCREENS ON ALL HEADS.
- A SET OF AS-BUILT DRAWINGS SHALL BE MAINTAINED ON-SITE AT ALL TIMES IN AN UPDATED CONDITION.
- ALL PIPE 3" AND OVER SHALL HAVE THRUST BLOCKING AT EACH TURN.
- ALL AUTOMATIC REMOTE CONTROL VALVES WILL HAVE 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL UNDERNEATH VALVE AND VALVE BOX. GRAVEL SHALL EXTEND 3' BEYOND PERIMETER OF VALVE BOX.
- THERE SHALL BE 3" MINIMUM SPACE BETWEEN BOTTOM OF VALVE BOX COVER AND TOP OF VALVE STRUCTURE.

1 AGGREGATE MAINTANENCE STRIP N T S



SEE SHEET L1.0 FOR GENERAL LANDSCAPE NOTES & LEGEND

**PRELIMINARY:
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CONSTRUCTION**

MARSH RUN III
11800 WAYZATA BOULEVARD, MINNETONKA, MN 55305
INLAND DEVELOPMENT PARTNERS
100 WEST LAKE STREET, #200, WAYZATA, MN 55391

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

Robert L. Binder
DATE: 01/21/25 LICENSE NO. 25821

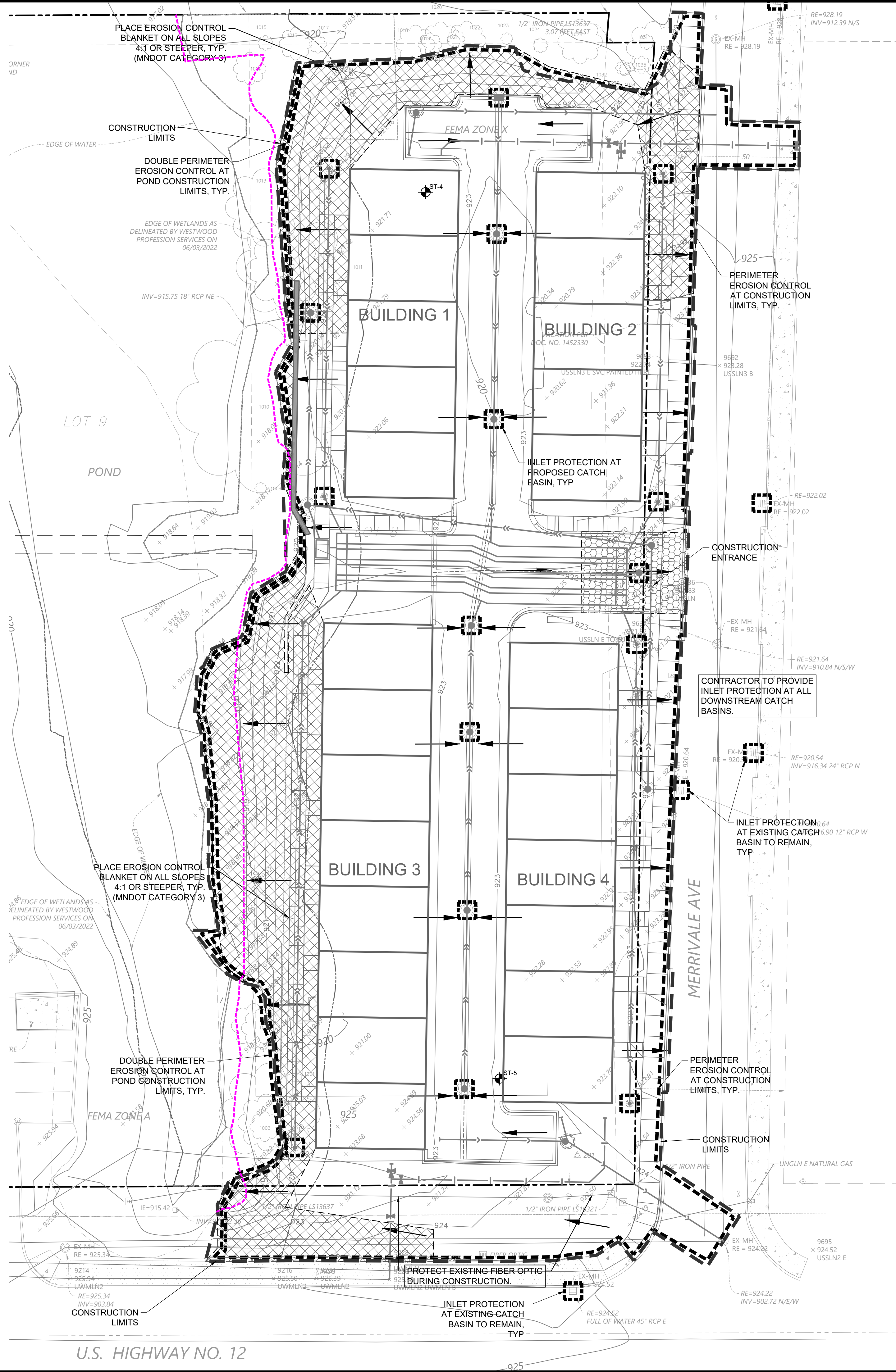
ISSUE/SUBMITTAL SUMMARY

| DATE | DESCRIPTION |
|------------|------------------|
| 12/31/2024 | CITY SUBMITTAL |
| 1/21/2025 | CITY RESUBMITTAL |

PROJECT MANAGER: DAVID KNEBLE
CONTACT NUMBER: 612-615-0060 X 703
DRAWN BY: BN
REVIEWED BY: DK
PROJECT NUMBER: 18431

REVISION SUMMARY

| DATE | DESCRIPTION |
|------|-------------|
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- SWPPP NOTES:**
- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
 - THIS PROJECT IS GREATER THAN ONE ACRE AND WILL REQUIRE AN MPCA NPDES PERMIT. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY EROSION CONTROL PERMITS REQUIRED BY THE CITY.
 - SEE SHEETS SW1.0 - SW1.5 FOR ALL EROSION CONTROL NOTES, DESCRIPTIONS, AND PRACTICES.
 - SEE GRADING PLAN FOR ADDITIONAL GRADING AND EROSION CONTROL NOTES.
 - CONTRACTOR IS RESPONSIBLE FOR SWPPP IMPLEMENTATION, INSPECTIONS, AND COMPLIANCE WITH NPDES PERMIT.

CITY OF MINNETONKA EROSION CONTROL NOTES:

- RESERVED FOR CITY SPECIFIC EROSION CONTROL NOTES.

ALL SPECIFIED EROSION AND SEDIMENT CONTROL PRACTICES AND MEASURES CONTAINED IN THIS SWPPP ARE THE MINIMUM REQUIREMENTS. ADDITIONAL PRACTICES MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.

SWPPP LEGEND:

| | |
|------|--------------------------------------|
| 1125 | EX. 1' CONTOUR ELEVATION INTERVAL |
| 1137 | 1.0' CONTOUR ELEVATION INTERVAL |
| → | DRAINAGE ARROW |
| --- | SILT FENCE / BIOROLL - GRADING LIMIT |
| □ | INLET PROTECTION |
| ▨ | STABILIZED CONSTRUCTION ENTRANCE |
| ▩ | EROSION CONTROL BLANKET |
| --- | 100-YR FLOODPLAIN LINE = 918.70 |

811
Know what's below.
Call before you dig.

1" = 20'-0"
10'-0" 0 20'-0"

**PRELIMINARY:
NOT FOR
CONSTRUCTION**

PROJECT
MARSH RUN III
11800 WAYZATA BOULEVARD, MINNETONKA, MN 55305

OWNER
INLAND DEVELOPMENT PARTNERS
100 WEST LAKE STREET, #200, WAYZATA, MN 55391

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

David J. Knaeble
DATE 01/21/25 LICENSE NO. 48776

ISSUE/SUBMITTAL SUMMARY

| DATE | DESCRIPTION |
|----------|------------------|
| 12/31/24 | CITY SUBMITTAL |
| 1/21/25 | CITY RESUBMITTAL |

REVISION SUMMARY

| DATE | DESCRIPTION |
|------|-------------|
| | |
| | |
| | |

PROJECT MANAGER DAVID KNAEBLE
CONTACT NUMBER 612-615-0060 X 703
DRAWN BY JN
REVIEWED BY DK
PROJECT NUMBER 18431

SWPPP - PROPOSED CONDITIONS

SW1.1

PRELIMINARY:
NOT FOR
CONSTRUCTION

MARSH RUN III
11800 WAZATA BOULEVARD, MINNETONKA, MN 55305
INLAND DEVELOPMENT PARTNERS
100 WEST LAKE STREET, #200, WAZATA, MN 55391

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

David J. Knaeble
David J. Knaeble
DATE 01/21/25 LICENSE NO. 48776

ISSUE/SUBMITTAL SUMMARY
DATE DESCRIPTION
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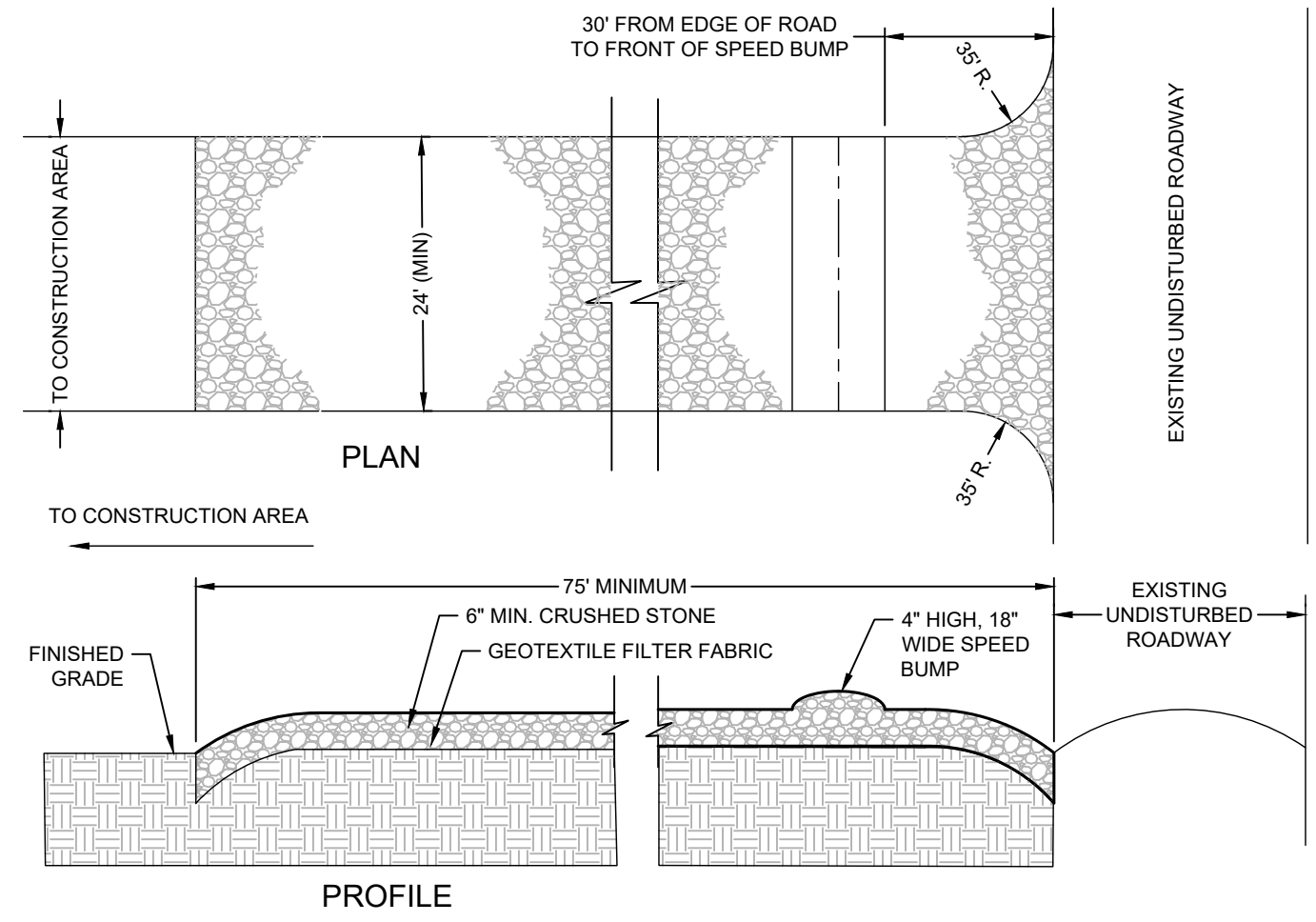
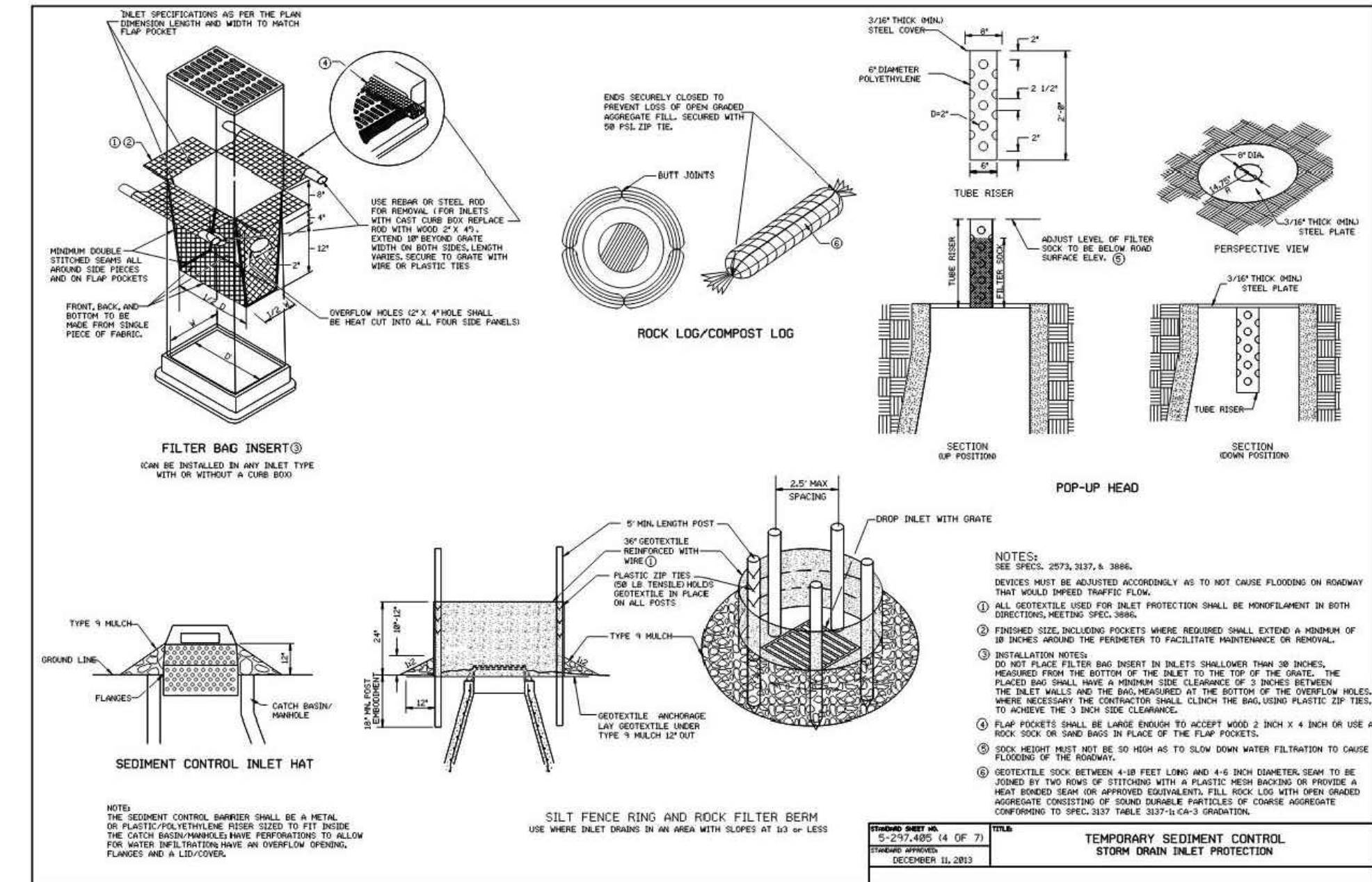
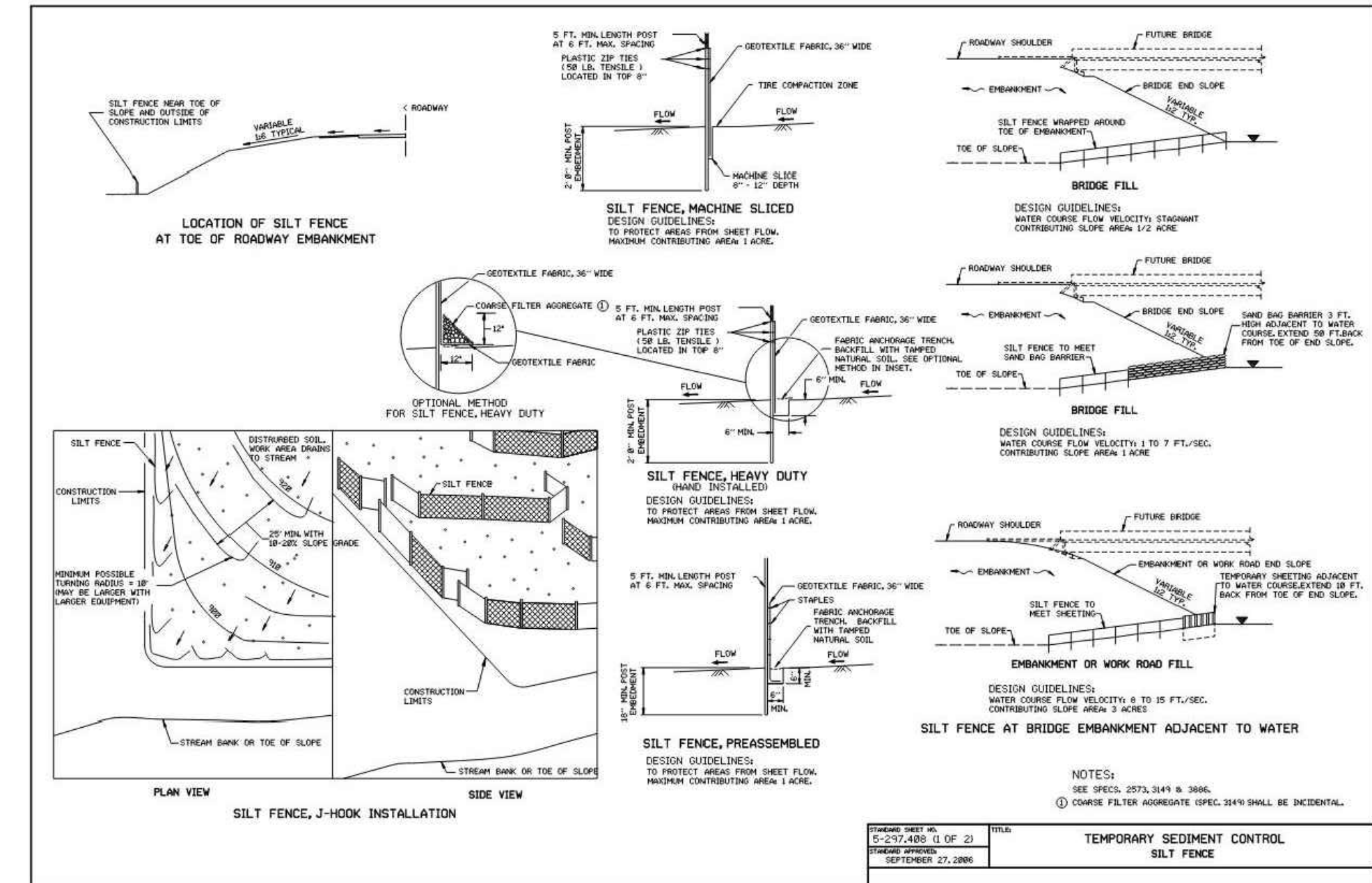
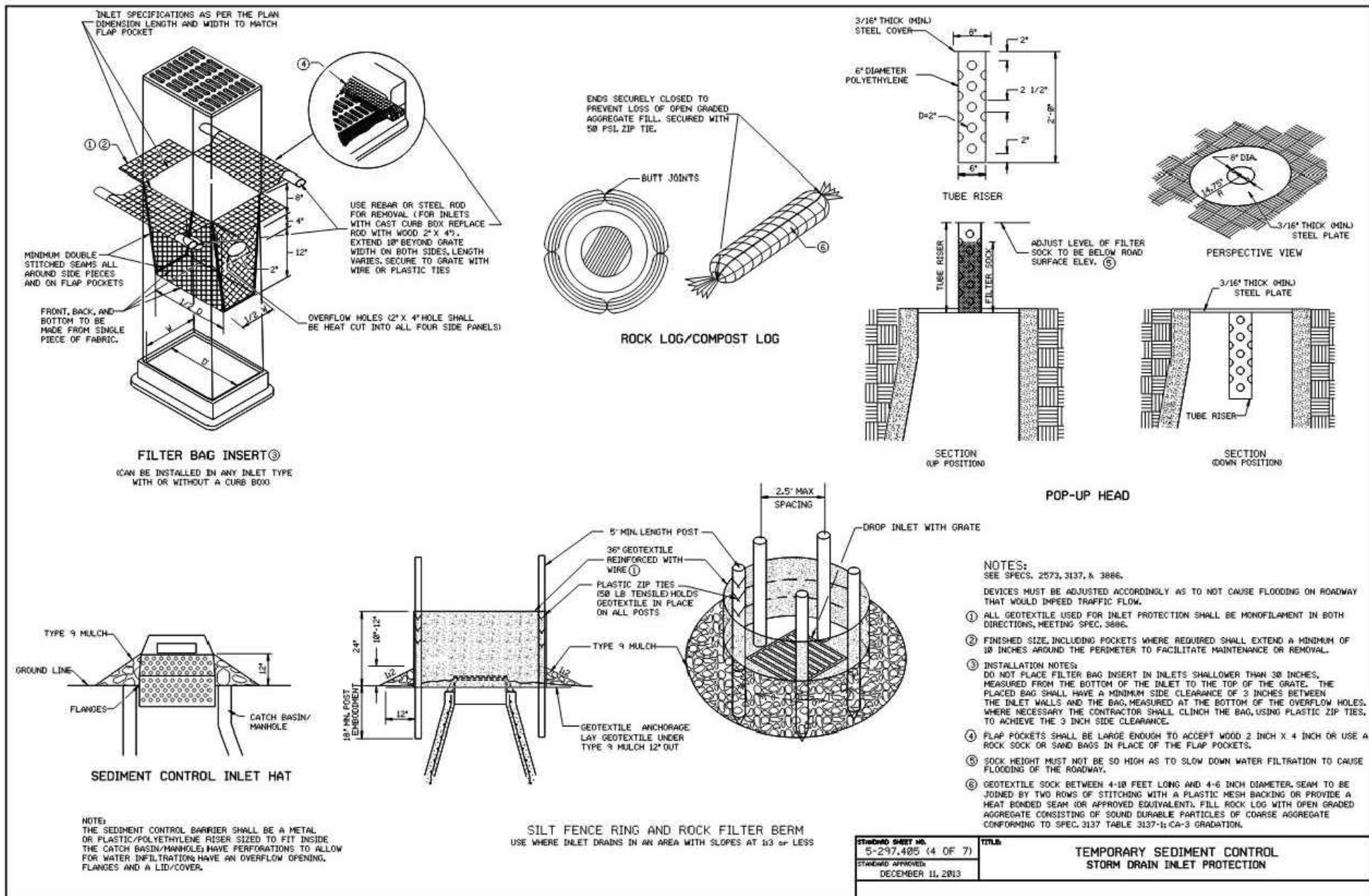
REVISION SUMMARY
DATE DESCRIPTION

PROJECT MANAGER DAVID KNAEBLE
CONTACT NUMBER 612-615-0060 X703
DRAWN BY SN
REVIEWED BY DK
PROJECT NUMBER 1843

SWPPP - DETAILS

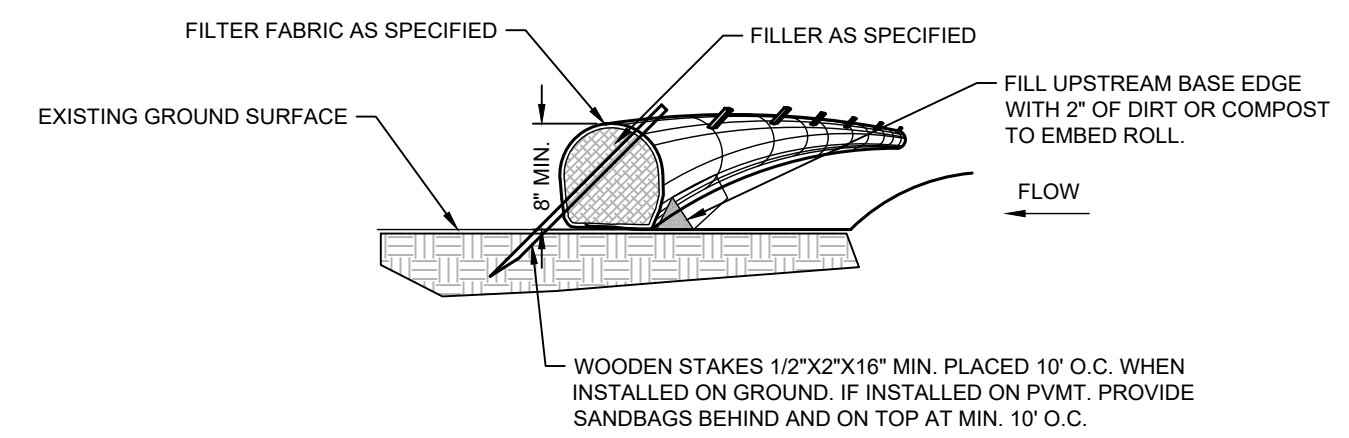
SW1.2

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- NOTES:
- PROVIDE APPROPRIATE TRANSITION BETWEEN STABILIZED CONSTRUCTION ENTRANCE AND UNDISTURBED ROADWAY.
 - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO UNDISTURBED ROADWAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE OR ADDING STONE TO THE LENGTH OF THE ENTRANCE.
 - REPAIR AND CLEANOUT MEASURES USED TO TRAP SEDIMENT.
 - ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO UNDISTURBED ROADWAY SHALL BE REMOVED AS DIRECTED BY THE ENGINEER.
 - FINAL LOCATION AND INSTALLATION SHALL BE COORDINATED WITH THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
 - CRUSHED STONE SHALL BE 1-1/2" DIA. CLOSE GRADED, AND IN ACCORDANCE TO MNDOT SECTION 2118.

1 STABILIZED CONSTRUCTION ACCESS
NTS



- NOTE:
- COMPOST FILTER LOGS (BIO ROLLS) SHALL BE FILTREX EROSION CONTROL SOXX OR APPROVED EQUAL.
 - COMPOST FILLER TO BE MADE FROM A COMPOST BLEND 30%-40% GRADE 2 (SPEC 3890) AND 60%-70% PARTIALLY DECOMPOSED WOOD CHIPS, PER MNDOT SPEC 3897.
 - FILTER FABRIC SHALL BE GEOTEXTILE KNITTED MATERIAL WITH MAX. OPENINGS OF 3/8".
 - IF MULTIPLE ROLLS NEEDED, OVERLAP BY MIN. 12" AT ENDS AND STAKE.
 - SILT SHALL BE REMOVED ONCE IT REACHES 30% OF THE HEIGHT OF THE ROLL OR AS DEEMED NECESSARY BY SITE CONTRACTOR TO MAINTAIN PROPER FUNCTION.

2 SEDIMENT BIO-ROLL / COMPOST FILTER LOG
NTS

THE CONTRACTOR AND ALL SUBCONTRACTORS INVOLVED WITH A CONSTRUCTION ACTIVITY THAT DISTURBS SITE SOIL OR WHO IMPOSES A POLLUTANT CONTROL MEASURE IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT (DATED AUGUST 1, 2018 # MNR10001) AND ANY LOCAL GOVERNING AGENCY HAVING JURISDICTION CONCERNING EROSION AND SEDIMENTATION CONTROL.

STORMWATER DISCHARGE DESIGN REQUIREMENTS

SWPPP

THE NATURE OF THIS PROJECT WILL BE CONSISTENT WITH WHAT IS REPRESENTED IN THIS SET OF CONSTRUCTION PLANS AND SPECIFICATIONS. SEE THE SWPPP PLAN SHEETS AND SWPPP NARRATIVE (ATTACHMENT A CONSTRUCTION SWPPP TEMPLATE) FOR ADDITIONAL SITE SPECIFIC SWPPP INFORMATION. THE PLANS SHOW LOCATIONS AND TYPES OF ALL TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENT CONTROL BMP'S. STANDARD DETAILS ARE ATTACHED TO THIS SWPPP DOCUMENT.

THE INTENDED SEQUENCING OF MAJOR CONSTRUCTION ACTIVITIES IS AS FOLLOWS:

1. INSTALL STABILIZED ROCK CONSTRUCTION ENTRANCE
2. INSTALLATION OF SILT FENCE AROUND SITE
3. INSTALL ORANGE CONSTRUCTION FENCING AROUND INFILTRATION AREAS
4. INSTALL INLET PROTECTION AT ALL ADJACENT AND DOWNSTREAM CATCH BASINS
5. CLEAR AND GRUB FOR TEMPORARY SEDIMENT BASIN / POND INSTALL
6. CONSTRUCT TEMPORARY SEDIMENT BASIN / POND (SECTION 14)
7. CLEAR AND GRUB REMAINDER OF SITE
8. STRIP AND STOCKPILE TOPSOIL
9. ROUGH GRADING OF SITE
10. STABILIZE DENUDED AREAS AND STOCKPILES
11. INSTALL SANITARY SEWER, WATER MAIN STORM SEWER AND SERVICES
12. INSTALL SILT FENCE / INLET PROTECTION AROUND CBS
13. INSTALL STREET SECTION
14. INSTALL CURB AND GUTTER
15. BITUMINOUS ON STREETS
16. FINAL GRADE BOLLIVARD, INSTALL SEED AND MULCH
17. REMOVE ACCUMULATED SEDIMENT FROM BASIN/ POND
18. FINAL GRADE POND / INFILTRATION BASINS (DO NOT COMPACT SOILS IN INFILTRATION AREAS.)
19. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED BY EITHER SEED OR SOIL/LANDSCAPING, REMOVE SILT FENCE AND RESEED ANY AREAS DISTURBED BY THE REMOVAL.

RECORDS RETENTION:

THE SWPPP (ORIGINAL OR COPIES) INCLUDING, ALL CHANGES TO IT, AND INSPECTIONS AND MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION BY THE PERMITTEE WHO HAS OPERATIONAL CONTROL OF THAT PORTION OF THE SITE. THE SWPPP CAN BE KEPT IN EITHER THE FIELD OFFICE OR IN AN ON SITE VEHICLE DURING NORMAL WORKING HOURS.

ALL OWNER(S) MUST KEEP THE SWPPP, ALONG WITH THE FOLLOWING ADDITIONAL RECORDS, ON FILE FOR THREE (3) YEARS AFTER SUBMITTAL OF THE NOT AS OUTLINED IN SECTION 4. THIS DOES NOT INCLUDE ANY RECORDS AFTER SUBMITTAL OF THE NOT.

1. THE FINAL SWPPP;
2. ANY OTHER STORMWATER RELATED PERMITS REQUIRED FOR THE PROJECT;
3. RECORDS OF ALL INSPECTION AND MAINTENANCE CONDUCTED DURING CONSTRUCTION (SEE SECTION 11, INSPECTIONS AND MAINTENANCE);
4. ALL PERMANENT OPERATION AND MAINTENANCE AGREEMENTS THAT HAVE BEEN IMPLEMENTED, INCLUDING ALL RIGHT OF WAY, CONTRACTS, COVENANTS AND OTHER BINDING REQUIREMENTS REGARDING PERPETUAL MAINTENANCE; AND
5. ALL REQUIRED CALCULATIONS FOR DESIGN OF THE TEMPORARY AND PERMANENT STORMWATER MANAGEMENT SYSTEMS.

SWPPP IMPLEMENTATION RESPONSIBILITIES:

1. THE OWNER AND CONTRACTOR ARE PERMITTEE(S) AS IDENTIFIED BY THE NPDES PERMIT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ON-SITE IMPLEMENTATION OF THE SWPPP, INCLUDING THE ACTIVITIES OF ALL OF THE CONTRACTORS SUBCONTRACTORS.
3. CONTRACTOR SHALL PROVIDE A PERSONNEL KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMP'S TO OVERSEE ALL INSTALLATION AND MAINTENANCE OF BMP'S AND IMPLEMENTATION OF THE SWPPP.
4. CONTRACTOR SHALL PROVIDE PERSON(S) MEETING THE TRAINING REQUIREMENTS OF THE NPDES PERMIT TO CONDUCT INSPECTIONS OF ALL EROSION PREVENTION AND SEDIMENT CONTROL BMP'S IN ACCORDANCE WITH THE REQUIREMENTS OF THE PERMIT. ONE OF THESE INDIVIDUAL(S) MUST BE AVAILABLE FOR AN ONSITE INSPECTION WITHIN 72 HOURS UPON REQUEST BY MPCA. CONTRACTOR SHALL PROVIDE TRAINING DOCUMENTATION FOR THESE INDIVIDUAL(S) AS REQUIRED BY THE NPDES PERMIT. THIS TRAINING DOCUMENTATION SHALL BE RECORDED IN WR OR WITH THE SWPPP BEFORE THE START OF CONSTRUCTION OR AS SOON AS THE PERSONNEL FOR THE PROJECT HAVE BEEN DETERMINED. DOCUMENTATION SHALL INCLUDE:
 - 4.1. NAMES OF THE PERSONNEL ASSOCIATED WITH THE PROJECT THAT ARE REQUIRED TO BE TRAINED PER SECTION 21 OF THE PERMIT.
 - 4.2. DATES OF TRAINING AND NAME OF INSTRUCTOR AND ENTITY PROVIDING TRAINING.
 - 4.3. CONTENT OF TRAINING COURSE OR WORKSHOP INCLUDING THE NUMBER OF HOURS OF TRAINING.
5. FOLLOWING FINAL STABILIZATION AND THE TERMINATION OF COVERAGE FOR THE NPDES PERMIT, THE OWNER IS EXPECTED TO FURNISH LONG TERM OPERATION AND MAINTENANCE (O & M) OF THE PERMANENT STORM WATER MANAGEMENT SYSTEM.

CONSTRUCTION ACTIVITY REQUIREMENTS

SWPPP AMENDMENTS (SECTION 6):

1. ONE OF THE INDIVIDUALS DESCRIBED IN ITEM 21.2.A OR ITEM 21.2.B OR ANOTHER QUALIFIED INDIVIDUAL MUST COMPLETE ALL SWPPP CHANGES, CHANGES INVOLVING THE USE OF A LESS STRINGENT BMP MUST INCLUDE A JUSTIFICATION DESCRIBING HOW THE REPLACEMENT BMP IS EFFECTIVE FOR THE SITE CHARACTERISTICS.
2. PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMP'S TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS HAVING A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER.
3. PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMP'S AS NECESSARY TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER INSPECTIONS OR INVESTIGATIONS BY THE SITE OWNER OR OPERATOR, USEPA OR MPCA OFFICIALS INDICATE THE SWPPP IS NOT EFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER OR THE DISCHARGES ARE CAUSING WATER QUALITY STANDARD EXCEEDANCES (E.G. NUISANCE CONDITIONS AS DEFINED IN MINN. R. 7050.0210, SUBP. 2) OR THE SWPPP IS NOT CONSISTENT WITH THE OBJECTIVES OF A USEPA APPROVED TMDL.

BMP SELECTION AND INSTALLATION (SECTION 7):

1. PERMITTEES MUST SELECT, INSTALL, AND MAINTAIN THE BMP'S IDENTIFIED IN THE SWPPP AND IN THIS PERMIT IN AN APPROPRIATE AND FUNCTIONAL MANNER AND IN ACCORDANCE WITH RELEVANT MANUFACTURER SPECIFICATIONS AND ACCEPTED ENGINEERING PRACTICES.

EROSION PREVENTION (SECTION 8):

1. BEFORE WORK BEGINS, PERMITTEES MUST DELINEATE THE LOCATION OF AREAS NOT TO BE DISTURBED.
2. PERMITTEES MUST MINIMIZE THE NEED FOR DISTURBANCE OF PORTIONS OF THE PROJECT WITH STEEP SLOPES. WHEN STEEP SLOPES MUST BE DISTURBED, PERMITTEES MUST USE TECHNIQUES SUCH AS PHASING AND STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES (E.G., SLOPE DRAINING AND TERRACING).
3. PERMITTEES MUST STABILIZE ALL EXPOSED SOIL AREAS, INCLUDING STOCKPILES. STABILIZATION MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION WHEN CONSTRUCTION ACTIVITY HAS PERMANENTLY OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. STABILIZATION MUST BE COMPLETED NO LATER THAN 14 CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY HAS CEASED. STABILIZATION IS NOT REQUIRED ON CONSTRUCTED BASE COMPONENTS OF ROADS, PARKING LOTS AND SIMILAR SURFACES. STABILIZATION IS NOT REQUIRED ON TEMPORARY STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY OR ORGANIC COMPONENTS (E.G., CLEAN AGGREGATE STOCKPILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES) BUT PERMITTEES MUST PROVIDE SEDIMENT CONTROLS AT THE BASE OF THE STOCKPILE.
4. FOR PAVED WATERS THAT THE MINNESOTA DNR HAS PROMULGATED "WORK IN WATER RESTRICTIONS" DURING SPECIFIED FISH ABSENCE TIME FRAMES, PERMITTEES MUST COMPLETE STABILIZATION OF ALL EXPOSED SOIL AREAS WITHIN 200 FEET OF THE WATER'S EDGE, AND THAT DRAIN TO THESE WATERS, WITHIN 24 HOURS DURING THE RESTRICTION PERIOD.
5. PERMITTEES MUST STABILIZE THE NORMAL WETTED PERIMETER OF THE LAST 200 LINEAR FEET OF TEMPORARY OR PERMANENT DRAINAGE DITCHES OR SWALES THAT DRAIN WATER FROM THE SITE WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE. PERMITTEES MUST COMPLETE STABILIZATION OF REMAINING PORTIONS OF TEMPORARY OR PERMANENT DITCHES OR SWALES WITHIN 14 CALENDAR DAYS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE AND CONSTRUCTION IN THAT PORTION OF THE DITCH TEMPORARILY OR PERMANENTLY CEASES.
6. TEMPORARY OR PERMANENT DITCHES OR SWALES BEING USED AS A SEDIMENT CONTAINMENT SYSTEM DURING CONSTRUCTION (WITH PROPERLY DESIGNED ROCK-DITCH CHECKS, BIO ROLLS, SILT DIKES, ETC.) DO NOT NEED TO BE STABILIZED. PERMITTEES MUST STABILIZE THESE AREAS WITHIN 24 HOURS AFTER THEIR USE AS A SEDIMENT CONTAINMENT SYSTEM CEASES.
7. PERMITTEES MUST NOT USE MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES WITHIN ANY PORTION OF THE NORMAL WETTED PERIMETER OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE SECTION WITH A CONTINUOUS SLOPE OF GREATER THAN 2 PERCENT.
8. PERMITTEES MUST PROVIDE TEMPORARY OR PERMANENT ENERGY DISSIPATION AT ALL PIPE OUTLETS WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER OR PERMANENT STORMWATER TREATMENT SYSTEM.

9. PERMITTEES MUST NOT DISTURB MORE LAND (I.E., PHASING) THAN CAN BE EFFECTIVELY INSPECTED AND MAINTAINED IN ACCORDANCE WITH SECTION 11.

SEDIMENT CONTROL (SECTION 9):

1. PERMITTEES MUST ESTABLISH SEDIMENT CONTROL BMP'S ON ALL DOWNGRADIENT PERIMETERS OF THE SITE AND DOWNGRADIENT AREAS OF THE SITE THAT DRAIN TO ANY SURFACE WATER, INCLUDING CURB AND GUTTER SYSTEMS. PERMITTEES MUST LOCATE SEDIMENT CONTROL PRACTICES UPGRADIENT OF ANY BUFFER ZONES. PERMITTEES MUST INSTALL SEDIMENT CONTROL PRACTICES BEFORE ANY UPGRADIENT LAND-DISTURBING ACTIVITIES BEGIN AND MUST KEEP THE SEDIMENT CONTROL PRACTICES IN PLACE UNTIL THEY ESTABLISH PERMANENT COVER.
2. IF DOWNGRADIENT SEDIMENT CONTROLS ARE OVERLOADED, BASED ON FREQUENT FAILURE OR EXCESSIVE MAINTENANCE REQUIREMENTS, PERMITTEES MUST INSTALL ADDITIONAL UPGRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMP'S TO ELIMINATE THE OVERLOADING AND AMEND THE SWPPP TO IDENTIFY THESE ADDITIONAL PRACTICES AS REQUIRED IN ITEM 6.3.
3. TEMPORARY OR PERMANENT DRAINAGE DITCHES AND SEDIMENT BASINS DESIGNED AS PART OF A SEDIMENT CONTAINMENT SYSTEM (E.G., DITCHES WITH ROCK-CHECK DAMS) REQUIRE SEDIMENT CONTROL PRACTICES ONLY AS APPROPRIATE FOR SITE CONDITIONS.
4. A FLOATING SILT CURTAIN PLACED IN THE WATER IS NOT A SEDIMENT CONTROL BMP TO SATISFY ITEM 9.2 EXCEPT WHEN WORKING ON A SHORELINE OR BELOW THE WATERLINE. IMMEDIATELY AFTER THE SHORT TERM CONSTRUCTION ACTIVITY (E.G., INSTALLATION OF RIP RAP ALONG THE SHORELINE) IN THAT AREA IS COMPLETE, PERMITTEES MUST INSTALL AN UPLAND PERIMETER CONTROL PRACTICE IF EXPOSED SOILS STILL DRAIN TO A SURFACE WATER.
5. PERMITTEES MUST RE-INSTALL ALL SEDIMENT CONTROL PRACTICES ADJUSTED OR REMOVED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES. IMMEDIATELY AFTER THE SHORT-TERM ACTIVITY IS COMPLETED, PERMITTEES MUST RE-INSTALL SEDIMENT CONTROL PRACTICES BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE SHORT-TERM ACTIVITY IS NOT COMPLETE.
6. PERMITTEES MUST PROTECT ALL STORM DRAIN INLETS USING APPROPRIATE BMP'S DURING CONSTRUCTION UNTIL THEY ESTABLISH PERMANENT COVER ON ALL AREAS WITH POTENTIAL FOR DISCHARGING TO THE INLET.
7. PERMITTEES MAY REMOVE INLET PROTECTION FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (E.G. STREET FLOODING/FREEZING) IS IDENTIFIED BY THE PERMITTEES OR THE JURISDICTIONAL AUTHORITY (E.G., CITY/COUNTY/TOWNSHIP/MINNESOTA DEPARTMENT OF TRANSPORTATION ENGINEER). PERMITTEES MUST DOCUMENT THE NEED FOR REMOVAL IN THE SWPPP.
8. PERMITTEES MUST PROVIDE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS AT THE BASE OF STOCKPILES ON THE DOWNGRADIENT PERIMETER.
9. PERMITTEES MUST LOCATE STOCKPILES OUTSIDE OF NATURAL BUFFERS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER.
10. PERMITTEES MUST INSTALL A VEHICLE TRACKING BMP TO MINIMIZE THE TRACK OUT OF SEDIMENT FROM THE CONSTRUCTION SITE OR ONTO PAVED ROADS WITHIN THE SITE.
11. PERMITTEES MUST USE STREET SWEEPING IF VEHICLE TRACKING BMP'S ARE NOT ADEQUATE TO PREVENT SEDIMENT TRACKING OUT OF THE STREET.
12. PERMITTEES MUST INSTALL SILT TRAP/SEDIMENT BASINS AS REQUIRED IN SECTION 14.
13. IN ANY AREAS OF THE SITE WHERE FINAL VEGETATIVE STABILIZATION WILL OCCUR, PERMITTEES MUST RESTRICT VEHICLE AND EQUIPMENT USE TO MINIMIZE SOIL COMPACTION.
14. PERMITTEES MUST PRESERVE TOPSOIL ON THE SITE, UNLESS INFEASIBLE.
15. PERMITTEES MUST DIRECT DISCHARGES FROM BMP'S TO VEGETATED AREAS UNLESS INFEASIBLE.
16. PERMITTEES MUST PRESERVE A 50 FOOT NATURAL BUFFER OR, IF A BUFFER IS INFEASIBLE ON THE SITE, PROVIDE REDUNDANT (DOUBLE) PERIMETER SEDIMENT CONTROLS WHEN A SURFACE WATER IS LOCATED WITHIN 50 FEET OF THE PROJECT'S EARTH DISTURBANCES AND STORMWATER FLOWS TO THE SURFACE WATER. PERMITTEES MUST INSTALL PERIMETER SEDIMENT CONTROLS AT LEAST 5 FEET APART UNLESS LIMITED BY LACK OF AVAILABLE SPACE. NATURAL BUFFERS ARE NOT REQUIRED ADJACENT TO ROAD DITCHES, JUDICIAL DITCHES, COUNTY DITCHES, STORMWATER CONVEYANCE CHANNELS, STORM DRAIN INLETS, AND SEDIMENT BASINS. IF PRESERVING THE BUFFER IS INFEASIBLE, PERMITTEES MUST DOCUMENT THE REASONS IN THE SWPPP. SHEET PILING IS A REDUNDANT PERIMETER CONTROL IF INSTALLED IN A MANNER THAT RETAINS ALL STORMWATER.
17. PERMITTEES MUST USE POLYMERS, FLOCCULANTS, OR OTHER SEDIMENTATION TREATMENT CHEMICALS IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICES, DOSING SPECIFICATIONS AND SEDIMENT REMOVAL DESIGN SPECIFICATIONS PROVIDED BY THE MANUFACTURER OR SUPPLIER. THE PERMITTEES MUST USE CONVENTIONAL EROSION AND SEDIMENT CONTROL SYSTEMS PRIOR TO CHEMICAL ADDITION AND MUST DIRECT TREATED STORMWATER TO A SEDIMENT CONTROL SYSTEM FOR FILTRATION OR SETTLEMENT OF THE FLOC PRIOR TO DISCHARGE.

DEWATERING AND BASIN DRAINING (SECTION 10):

1. PERMITTEES MUST DISCHARGE TURBID OR SEDIMENT-LOADED WATERS RELATED TO DEWATERING OR BASIN DRAINING (E.G., PUMPED DISCHARGES, TRENCH/DITCH CUTS FOR DRAINAGE) TO A TEMPORARY OR PERMANENT SEDIMENT BASIN ON THE PROJECT SITE UNLESS INFEASIBLE. PERMITTEES MAY DEWATER TO SURFACE WATERS IF THEY VISUALLY CHECK TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED AND NUISANCE CONDITIONS ARE NOT PRESENT IN MINN. R. 7050.0210, SUBP. 2) WILL NOT RESULT FROM THE DISCHARGE. IF PERMITTEES CANNOT DISCHARGE THE WATER TO A SEDIMENTATION BASIN PRIOR TO ENTERING A SURFACE WATER, PERMITTEES MUST TREAT IT WITH APPROPRIATE BMP'S SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE SURFACE WATER OR DOWNSTREAM PROPERTIES.
2. IF CONTAINING OIL, PERMITTEES MUST USE AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE (E.G., CARTRIDGE FILTERS, ABSORBENTS PADS) PRIOR TO DISCHARGE.
3. PERMITTEES MUST DISCHARGE ALL WATER FROM DEWATERING OR BASIN-DRAINING ACTIVITIES IN A MANNER THAT DOES NOT CAUSE EROSION OR SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS OR INUNDATION OF WETLANDS IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS THAT CAUSES SIGNIFICANT ADVERSE IMPACT TO THE WETLAND.
4. IF PERMITTEES USE FILTERS WITH BACKWASH WATER, THEY MUST HAUL THE BACKWASH WATER AWAY FOR DISPOSAL, RETURN THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER INTO THE SITE IN A MANNER THAT DOES NOT CAUSE EROSION.

INSPECTIONS AND MAINTENANCE (SECTION 11):

1. PERMITTEES MUST ENSURE A TRAINED PERSON, AS IDENTIFIED IN ITEM 21.2.B, WILL INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 1/2 INCH IN 24 HOURS.
2. PERMITTEES MUST INSPECT AND MAINTAIN ALL PERMANENT STORMWATER TREATMENT BMP'S.
3. PERMITTEES MUST INSPECT ALL EROSION PREVENTION AND SEDIMENT CONTROL BMP'S AND POLLUTION PREVENTION MANAGEMENT MEASURES TO ENSURE INTEGRITY AND EFFECTIVENESS. PERMITTEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL NONFUNCTIONAL BMP'S WITH FUNCTIONAL BMP'S BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY UNLESS ANOTHER TIME FRAME IS SPECIFIED IN ITEM 11.5 OR 11.6. PERMITTEES MAY TAKE ADDITIONAL TIME IF FIELD CONDITIONS PREVENT ACCESS TO THE AREA.
4. DURING EACH INSPECTION, PERMITTEES MUST INSPECT SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS BUT NOT CURBS AND GUTTER SYSTEMS, FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION. PERMITTEES MUST REMOVE ALL DELTAS AND SEDIMENT DEPOSITED IN SURFACE WATERS, INCLUDING DRAINAGE WAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS AND RESTABILIZE THE AREAS WHERE SEDIMENT REMOVAL RESULTS IN EXPOSED SOIL. PERMITTEES MUST COMPLETE REMOVAL AND STABILIZATION WITHIN SEVEN (7) CALENDAR DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. PERMITTEES MUST USE ALL REASONABLE EFFORTS TO OBTAIN ACCESS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF OBTAINING ACCESS. PERMITTEES ARE RESPONSIBLE FOR CONTACTING ALL LOCAL, REGIONAL, STATE AND FEDERAL AUTHORITIES AND RECEIVING ANY APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK IN SURFACE WATERS.
5. PERMITTEES MUST INSPECT CONSTRUCTION SITE VEHICLE EXIT LOCATIONS, STREETS AND CURB AND GUTTER SYSTEMS WITHIN AND ADJACENT TO THE PROJECT FOR SEDIMENTATION FROM EROSION OR TRACKED SEDIMENT FROM VEHICLES. PERMITTEES MUST REMOVE SEDIMENT FROM ALL PAVED SURFACES WITHIN ONE (1) CALENDAR DAY OF DISCOVERY OR, IF APPLICABLE, WITHIN A SHORTER TIME TO AVOID A SAFETY HAZARD TO USERS OF PUBLIC STREETS.
6. PERMITTEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL PERIMETER CONTROL DEVICES WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/2 OF THE HEIGHT OF THE DEVICE.
7. PERMITTEES MUST DRAIN TEMPORARY AND PERMANENT SEDIMENTATION BASINS AND REMOVE THE SEDIMENT WHEN THE DEPTH OF SEDIMENT COLLECTED IN THE BASIN REACHES 1/2 THE STORAGE VOLUME.
8. PERMITTEES MUST ENSURE THAT AT LEAST ONE INDIVIDUAL PRESENT ON THE SITE (OR AVAILABLE TO THE PROJECT SITE IN THREE (3) CALENDAR DAYS) IS TRAINED IN THE JOB DUTIES DESCRIBED IN ITEM 21.2.B.
9. PERMITTEES MUST CONDUCT INSPECTIONS AS DESCRIBED IN ITEM 11.2 AS FOLLOWS:
 - a. INSPECTIONS OF AREAS WITH PERMANENT COVER CAN BE REDUCED TO ONCE PER MONTH, EVEN IF CONSTRUCTION ACTIVITY CONTINUES ON OTHER PORTIONS OF THE SITE, OR
 - b. WHERE SITES HAVE PERMANENT COVER ON ALL EXPOSED SOIL AND NO CONSTRUCTION ACTIVITY IS OCCURRING ANYWHERE ON THE SITE, INSPECTIONS CAN BE REDUCED TO ONCE PER MONTH AND, AFTER 12 MONTHS, MAY BE SUSPENDED COMPLETELY UNTIL CONSTRUCTION ACTIVITY RESUMES. THE MPCA MAY REQUIRE INSPECTIONS TO RESUME IF CONDITIONS WARRANT OR
 - c. WHERE CONSTRUCTION ACTIVITY HAS BEEN SUSPENDED DUE TO FROZEN GROUND CONDITIONS, INSPECTIONS MAY BE SUSPENDED. INSPECTIONS MUST RESUME WITHIN 24 HOURS OF RUNOFF OCCURRING, OR UPON RESUMING CONSTRUCTION, WHICHEVER COMES FIRST.
10. PERMITTEES MUST RECORD ALL INSPECTIONS AND MAINTENANCE ACTIVITIES WITHIN 24 HOURS OF BEING CONDUCTED AND THESE RECORDS MUST BE RETAINED WITH THE SWPPP. THESE RECORDS MUST INCLUDE:
 - a. DATE AND TIME OF INSPECTIONS; AND
 - b. NAME OF PERSONS CONDUCTING INSPECTIONS; AND
 - c. ACCURATE FINDINGS OF INSPECTIONS, INCLUDING THE SPECIFIC LOCATION WHERE CORRECTIVE ACTIONS ARE NEEDED; AND
 - d. CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES); AND
 - e. DATE OF ALL RAINFALL EVENTS GREATER THAN 1/2 INCHES IN 24 HOURS, AND THE AMOUNT OF RAINFALL FOR EACH EVENT. PERMITTEES MUST OBTAIN RAINFALL AMOUNTS BY EITHER A PROPERLY MAINTAINED RAIN GAUGE INSTALLED ONSITE, A WEATHER STATION THAT IS WITHIN ONE (1) MILE OF YOUR LOCATION, OR A WEATHER REPORTING SYSTEM THAT PROVIDES SITE SPECIFIC RAINFALL DATA FROM RADAR SURVEILLANCE; AND

1. IF PERMITTEES OBSERVE A DISCHARGE DURING THE INSPECTION, THEY MUST RECORD AND SHOULD PHOTOGRAPH AND DESCRIBE THE LOCATION OF THE DISCHARGE (I.E., COLOR, ODOR, SETTLED OR SUSPENDED SOLIDS, OIL, SHEEN, AND OTHER OBVIOUS INDICATORS OF POLLUTANTS); AND
9. ANY AMENDMENTS TO THE SWPPP PROPOSED AS A RESULT OF THE INSPECTION MUST BE DOCUMENTED AS REQUIRED IN SECTION 6 WITHIN SEVEN (7) CALENDAR DAYS.

POLLUTION PREVENTION MANAGEMENT (SECTION 12):

1. PERMITTEES MUST PLACE BUILDING PRODUCTS AND LANDSCAPE MATERIALS UNDER COVER (E.G., PLASTIC SHEETING OR TEMPORARY ROOFS) OR PROTECT THEM BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER. PERMITTEES ARE NOT REQUIRED TO COVER OR PROTECT PRODUCTS WHICH ARE EITHER NOT A SOURCE OF CONTAMINATION TO STORMWATER OR ARE DESIGNED TO BE EXPOSED TO STORMWATER.
2. PERMITTEES MUST PLACE PESTICIDES, FERTILIZERS AND TREATMENT CHEMICALS UNDER COVER (E.G., PLASTIC SHEETING OR TEMPORARY ROOFS) OR PROTECT THEM BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER.
3. PERMITTEES MUST STORE HAZARDOUS MATERIALS AND TOXIC WASTE, INCLUDING OIL, DIESEL FUEL, GASOLINE, HYDRAULIC FLUIDS, PAINT SOLVENTS, PETROLEUM-BASED PRODUCTS, WOOD PRESERVATIVES, ADDITIVES, CURING COMPOUNDS, AND ACIDS) IN SEALED CONTAINERS TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MATERIALS MUST BE IN COMPLIANCE WITH MINN. R. CH. 7045 INCLUDING SECONDARY CONTAINMENT AS APPLICABLE.
4. PERMITTEES MUST PROPERLY STORE, COLLECT AND DISPOSE SOLID WASTE IN COMPLIANCE WITH MINN. R. CH. 7035.
5. PERMITTEES MUST POSITION PORTABLE TOILETS SO THEY ARE SECURE AND WILL NOT TIP OR BE KNOCKED OVER. PERMITTEES MUST PROPERLY DISPOSE SANITARY WASTE IN ACCORDANCE WITH MINN. R. CH. 7041.
6. PERMITTEES MUST TAKE REASONABLE STEPS TO PREVENT THE DISCHARGE OF SPILLED OR LEAKED CHEMICALS, INCLUDING FUEL, FROM ANY AREA WHERE CHEMICALS OR FUEL WILL BE LOADED OR UNLOADED INCLUDING THE USE OF DRIP PANS OR ABSORBENTS UNLESS INFEASIBLE. PERMITTEES MUST ENSURE ADEQUATE SUPPLIES ARE AVAILABLE AT ALL TIMES TO CLEAN UP DISCHARGED MATERIALS AND THAT AN APPROPRIATE DISPOSAL METHOD IS AVAILABLE FOR RECOVERED SPILLED MATERIALS. PERMITTEES MUST REPORT AND CLEAN UP SPILLS IMMEDIATELY AS REQUIRED BY MINN. STAT. 115.061, USING DRY CLEAN UP MEASURES WHERE POSSIBLE.
7. PERMITTEES MUST LIMIT VEHICLE EXTERIOR WASHING AND EQUIPMENT TO A DEFINED AREA OF THE SITE. PERMITTEES MUST CONTAIN RUNOFF FROM THE WASHING AREA IN A SEDIMENT BASIN OR OTHER SIMILARLY EFFECTIVE CONTROLS AND MUST DISPOSE WASTE FROM THE WASHING ACTIVITY PROPERLY. PERMITTEES MUST PROPERLY USE AND STORE SOAPS, DETERGENTS, OR SOLVENTS.
8. PERMITTEES MUST PROVIDE EFFECTIVE CONTAINMENT FOR ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OPERATIONS (E.G., CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS) RELATED TO THE CONSTRUCTION ACTIVITY. PERMITTEES MUST PREVENT LIQUID AND SOLID WASHOUT WASTES FROM CONTACTING THE GROUND AND MUST DESIGN THE CONTAINMENT SO IT DOES NOT RESULT IN RUNOFF FROM THE WASHOUT OPERATIONS OR AREAS. PERMITTEES MUST PROPERLY DISPOSE LIQUID AND SOLID WASTES IN COMPLIANCE WITH MPCA RULES. PERMITTEES MUST INSTALL A SIGN INDICATING THE LOCATION OF THE WASHOUT FACILITY.

PERMIT TERMINATION (SECTION 4 AND SECTION 13):

1. PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER ALL TERMINATION CONDITIONS LISTED IN SECTION 13 ARE COMPLETE.
2. PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER SELLING OR OTHERWISE LEGALLY TRANSFERRING THE ENTIRE SITE, INCLUDING PERMIT RESPONSIBILITY FOR ROADS (E.G., STREET SWEEPING) AND STORMWATER INFRASTRUCTURE FINAL CLEAN OUT, OR TRANSFERRING PORTIONS OF A SITE TO ANOTHER PARTY. THE PERMITTEES' COVERAGE UNDER THIS PERMIT TERMINATES AT MIDNIGHT ON THE SUBMISSION DATE OF THE NOT.
3. PERMITTEES MUST COMPLETE ALL CONSTRUCTION ACTIVITY AND MUST INSTALL PERMANENT COVER OVER ALL AREAS PRIOR TO SUBMITTING THE NOT. VEGETATIVE COVER MUST CONSIST OF A UNIFORM PERENNIAL VEGETATION WITH A DENSITY OF 70 PERCENT OF ITS EXPECTED FINAL GROWTH. VEGETATION IS NOT REQUIRED WHERE THE FUNCTION OF A SPECIFIC AREA DICTATES NO VEGETATION, SUCH AS IMPERVIOUS SURFACES OR THE BASE OF A SAND FILTER.
4. PERMITTEES MUST CLEAN THE PERMANENT STORMWATER TREATMENT SYSTEM OF ANY ACCUMULATED SEDIMENT AND MUST ENSURE THE SYSTEM MEETS ALL APPLICABLE REQUIREMENTS IN SECTION 15 THROUGH 19 AND IS OPERATING AS DESIGNED.
5. PERMITTEES MUST REMOVE ALL SEDIMENT FROM CONVEYANCE SYSTEMS PRIOR TO SUBMITTING THE NOT.
6. PERMITTEES MUST REMOVE ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMP'S PRIOR TO SUBMITTING THE NOT. PERMITTEES MAY LEAVE BMP'S DESIGNED TO DECOMPOSE ON-SITE IN PLACE.
7. FOR RESIDENTIAL CONSTRUCTION ONLY, PERMIT COVERAGE TERMINATES ON INDIVIDUAL LOTS IF THE STRUCTURES ARE FINISHED AND TEMPORARY EROSION PREVENTION AND DOWNGRADIENT PERIMETER CONTROL IS COMPLETE, THE RESIDENCE SELLS TO THE HOMEOWNER, AND THE PERMITTEE DISTRIBUTES THE MPCA'S "HOMEOWNER FACT SHEET" TO THE HOMEOWNER.
8. FOR CONSTRUCTION PROJECTS ON AGRICULTURAL LAND (E.G., PIPELINES ACROSS CROPLAND), PERMITTEES MUST RETURN THE DISTURBED LAND TO ITS PRECONSTRUCTION AGRICULTURAL USE PRIOR TO SUBMITTING THE NOT.

SEED NOTES:

ALL SEED MIXES AND APPLICATION SHALL BE IN ACCORDANCE WITH THE MNDOT SEEDING MANUAL.

GENERAL RECOMMENDATIONS:

THE CONTRACTOR IS RESPONSIBLE TO SALVAGE AND PRESERVE EXISTING TOPSOIL NECESSARY FOR FINAL STABILIZATION AND TO ALSO MINIMIZE COMPACTION IN ALL LANDSCAPE AREAS. IMMEDIATELY BEFORE SEEDING THE SOIL SHALL BE TILLED TO A MINIMUM DEPTH OF 3 INCHES.

TEMPORARY EROSION CONTROL SEEDING, MULCHING & BLANKET.

- SEED
- TEMPORARY SEED SHALL BE MNDOT SEED MIX 21-112 (WINTER WHEAT COVER CROP) FOR WINTER AND 21-111 (OATS COVER CROP) FOR SPRING/SUMMER APPLICATIONS. BOTH SEED MIXES SHALL BE APPLIED AT A SEEDING RATE OF 100 LBS/ACRE.

- MULCH
- IMMEDIATELY AFTER SEEDING, WITHIN 24 HOURS, MNDOT TYPE 1 MULCH SHOULD BE APPLIED TO PROTECT AND ENHANCE SEED GERMINATION. MULCH SHALL BE APPLIED AT 90% COVERAGE (2 TONS PER ACRE OF STRAW MULCH)

- SLOPES
- 3:1 (HORIZ/VERT.) OR FLATTER MULCH SHALL BE COVERED WITH MULCH
 - SLOPES STEEPER THAN 3:1 OR DITCH BOTTOMS SHALL BE COVERED WITH EROSION CONTROL BLANKET.
 - SEE PLAN FOR MORE DETAILED DITCH AND STEEP SLOPE EROSION CONTROL TREATMENTS.

TRAINING SECTION 21

DESIGN ENGINEER: DAVID J. KNAEBLE P.E.
 TRAINING COURSE: DESIGN OF SWPPP
 TRAINING ENTITY: UNIVERSITY OF MINNESOTA
 INSTRUCTOR: JOHN CHAPMAN
 DATES OF TRAINING COURSE: 8/22/2012- 8/23/2012
 TOTAL TRAINING HOURS: 12
 DATE OF RECERTIFICATION: 4/22/22
 EXPIRATION: 5/31/2025

OWNER INFORMATION

INLAND DEVELOPMENT PARTNERS
 100 WEST LAKE STREET, #200
 WAZATA, MN 55391
 THOMAS DILLON
 612-388-9432
 TDILLON@INLANDDP.COM

AREAS AND QUANTITIES:

| SITE AREA CALCULATIONS | | | | | |
|---------------------------|--------------------|--------|--------------------|-----------|--------|
| | EXISTING CONDITION | | PROPOSED CONDITION | | |
| IMPERVIOUS SURFACES | | | | | |
| BUILDING COVERAGE | 7,568 SF | 14.7% | 20,075 SF | 39.1% | |
| PAVEMENT | 19,561 SF | 38.1% | 14,189 SF | 27.6% | |
| TOTAL | 27,129 SF | 52.8% | 0.6 AC | 34,264 SF | 66.7% |
| PERVIOUS SURFACES | | | | | |
| TOTAL | 24,211 SF | 47.2% | 0.6 AC | 17,076 SF | 33.3% |
| TOTAL SITE AREA | 51,340 SF | 100.0% | 1.2 AC | 51,340 SF | 100.0% |
| DIFFERENCE (EX. VS PROP.) | 7,135 SF | 13.9% | | | |
| DISTURBED AREA | 58,839 SF | | | 1.4 AC | |

| EROSION CONTROL QUANTITIES | |
|----------------------------|------------|
| DISTURBED AREA | 58,839 SF |
| SILT FENCE/BIO-ROLL | ±2,000 LF |
| EROSION CONTROL BLANKET | ±12,300 SF |
| INLET PROTECTION DEVICES | ±23 EA |

NOTE: QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR SHALL DETERMINE FOR THEMSELVES THE EXACT QUANTITIES FOR BIDDING AND CONSTRUCTION.

SWPPP CONTACT PERSON

CONTRACTOR: SWPPP INSPECTOR TRAINING:
 ALL SWPPP INSPECTIONS MUST BE PERFORMED BY A PERSON THAT MEETS THE TRAINING REQUIREMENTS OF THE NPDES CONSTRUCTION SITE PERMIT. TRAINING CREDENTIALS SHALL BE PROVIDED BY THE CONTRACTOR AND KEPT ON SITE WITH THE SWPPP

PARTY RESPONSIBLE FOR LONG TERM OPERATION AND MAINTENANCE OF PERMANENT STORM WATER MANAGEMENT SYSTEM

PERMANENT STORMWATER MANAGEMENT IS REQUIRED AS PART OF THIS PROJECT TO MEET NPDES PERMIT REQUIREMENTS. THE PROPERTY OWNER IS RESPONSIBLE FOR THE LONG TERM OPERATION AND MAINTENANCE OF THE PROPOSED STORMWATER SYSTEM.

SWPPP ATTACHMENTS (ONLY APPLICABLE IF SITE IS 1 ACRE OR GREATER):

- CONTRACTOR SHALL OBTAIN A COPY OF THE FOLLOWING SWPPP ATTACHMENTS WHICH ARE A PART OF THE OVERALL SWPPP PACKAGE:
- ATTACHMENT A. CONSTRUCTION SWPPP TEMPLATE - SITE SPECIFIC SWPPP DOCUMENT
 - ATTACHMENT B. CONSTRUCTION STORMWATER INSPECTION CHECKLIST
 - ATTACHMENT C. MAINTENANCE PLAN FOR PERMANENT STORM WATER TREATMENT SYSTEMS
 - ATTACHMENT D. STORMWATER MANAGEMENT REPORT - ON FILE AT THE OFFICE OF PROJECT ENGINEER. AVAILABLE UPON REQUEST.
 - ATTACHMENT E. GEOTECHNICAL EVALUATION REPORT - ON FILE AT THE OFFICE OF PROJECT ENGINEER. AVAILABLE UPON REQUEST.

SUPPLEMENTARY SITE SPECIFIC EROSION CONTROL NOTES:

THESE NOTES SUPERCEDE ANY GENERAL SWPPP NOTES.

THIS PROJECT IS GREATER THAN 1.0 ACRES SO AN NPDES PERMIT IS REQUIRED AND NEEDS TO BE SUBMITTED TO THE MPCA. THE CONTRACTOR IS REQUIRED TO FOLLOW THE GUIDELINES IN THE NPDES PERMIT THROUGHOUT CONSTRUCTION.

PROJECT NARRATIVE:

PROJECT IS A REDEVELOPMENT OF AN EXISTING COMMERCIAL BUSINESS INTO A 26-UNIT TOWN HOME DEVELOPMENT. SITE, GRADING, UTILITY AND LANDSCAPE IMPROVEMENTS WILL OCCUR.

NATIVE BUFFER NARRATIVE:

PRESERVING A 50 FOOT NATURAL BUFFER AROUND WATER BODIES IS NOT PROVIDED IN THESE PLANS DUE TO GRADING REQUIRED ADJACENT TO THE EXISTING WATER BODY. REDUNDANT PERIMETER EROSION CONTROL WILL BE PROVIDED WHEN A SURFACE WATER BODY IS LOCATED WITHIN 50 FEET OF THE PROJECTS DISTURBANCE.

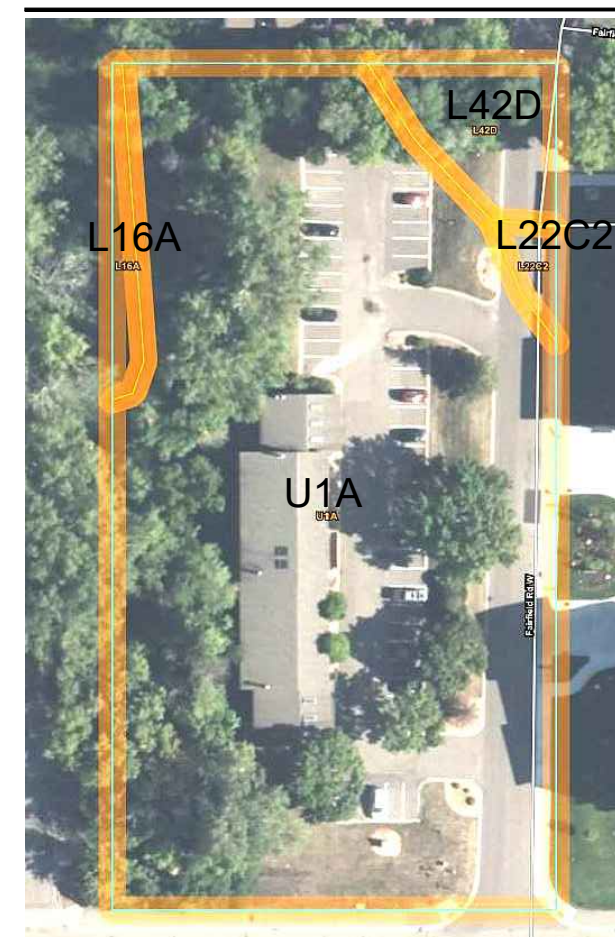
INFILTRATION NARRATIVE:

INFILTRATION IS NOT PROVIDED AS PART OF THE PROJECTS PERMANENT STORMWATER MANAGEMENT SYSTEM DUE TO THE TYPES OF SOILS PRESENT. THE SOILS PRESENT ARE CONSIDERED HYDROLOGIC SOIL GROUP "D" AND ARE NOT CONDUIVE TO INFILTRATION. FILTRATION WILL BE PROVIDED IN LIEU OF INFILTRATION.

ATTACHMENT A: SITE SPECIFIC SWPPP DOCUMENT

| PROJECT LOCATION | | | |
|---|-------------------------------|---------------|-------------|
| ADDRESS | 11800 WAYZATA BLVD. | CITY/TOWNSHIP | MINNETONKA |
| STATE | MINNESOTA | COUNTY | HENNEPIN |
| ZIP CODE | 55305 | PROJECT SIZE | 1.4 ACRES |
| LATITUDE/LONGITUDE OF APPROX. CENTROID OF PROJECT | 44.971864 N, 93.428281 W | | |
| METHOD OF LAT/LONG COLLECTION | ONLINE TOOL | | |
| PROJECT TYPE | RESIDENTIAL | | |
| IMPERVIOUS SURFACES (ACRES) | | | |
| EXISTING | 0.6 | | |
| PROPOSED | 0.8 | | |
| DIFFERENCE | 0.2 | | |
| ESTIMATED CONSTRUCTION TIMELINE | | | |
| START | JUNE 2025 | END | AUGUST 2027 |
| CONSTRUCTION ACTIVITY | TOWN HOME DEVELOPMENT | | |
| SOIL TYPES | CLAYEY SAND, CLAY, SILTY SAND | | |

SOILS INFORMATION



| MAP UNIT SYMBOL | MAP UNIT NAME |
|-----------------|--|
| L16A | MUSKEGO, BLUE EARTH, AND HOUGHTON SOILS, PONDED, 0 TO 1 PERCENT SLOPES |
| L22C2 | LESTER LOAM, 6 TO 10 PERCENT SLOPES, MODERATELY ERODED |
| L42D | KINGSLEY-GOTHAM COMPLEX, 12 TO 18 PERCENT SLOPES |
| U1A | URBAN LAND-UDORTHENTS, WET SUBSTRATUM, COMPLEX, 0 TO 2 PERCENT SLOPES |

EROSION PREVENTION PRACTICES (SECTION 8.1)

- DESCRIBE THE TYPES OF TEMPORARY EROSION PREVENTION BMP'S EXPECTED TO BE IMPLEMENTED ON THIS SITE DURING CONSTRUCTION:
- DESCRIBE CONSTRUCTION PHASING, VEGETATIVE BUFFER STRIPS, HORIZONTAL SLOPE GRADING, AND OTHER CONSTRUCTION PRACTICES TO MINIMIZE EROSION. DELINEATE AREAS NOT TO BE DISTURBED (E.G., WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC.) BEFORE WORK BEGINS. SILT FENCE WILL BE INSTALLED AT THE DOWNHILL LOCATIONS OF THE SITE.
 - DESCRIBE METHODS OF TEMPORARILY STABILIZING SOILS AND SOIL STOCKPILES (E.G., MULCHES, HYDRAULIC TACKIFIERS, EROSION BLANKETS, ETC.); TEMPORARY EROSION PROTECTION WILL BE SEED AND MULCH AND EROSION BLANKETS WHERE REQUIRED, WITH PERMANENT COVER BEING EITHER SOD OR LANDSCAPE FEATURES.
 - DESCRIBE METHODS OF DISSIPATING VELOCITY ALONG STORMWATER CONVEYANCE CHANNELS AND AT CHANNEL OUTLETS (E.G., CHECK DAMS, SEDIMENT TRAPS, RIP RAP, ETC.); SOD WILL BE UTILIZED ALONG CHANNELS AND RIP RAP AT CHANNEL.
 - DESCRIBE METHODS TO BE USED FOR STABILIZATION OF DITCH AND SWALE WETTED PERIMETERS (NOTE THAT MULCH, HYDRAULIC SOIL TACKIFIERS, HYDROMULCHES, ETC. ARE NOT ACCEPTABLE SOIL STABILIZATION METHODS FOR ANY PART OF A DRAINAGE DITCH OR SWALE) FINAL STABILIZATION OF SWALES WILL BE SOD
 - DESCRIBE METHODS TO BE USED FOR ENERGY DISSIPATION AT PIPE OUTLETS (E.G., RIP RAP, SPLASH PADS, GABIONS, ETC.) RIP RAP WILL BE UTILIZED AT PIPE OUTLETS
 - DESCRIBE METHODS TO BE USED TO PROMOTE INFILTRATION AND SEDIMENT REMOVAL ON THE SITE PRIOR TO OFFSITE DISCHARGE, UNLESS INFEASIBLE (E.G., DIRECT STORMWATER FLOW TO VEGETATED AREAS); DISCONNECTED IMPERVIOUS AREA AND INFILTRATION AREAS WILL BE UTILIZED
 - FOR DRAINAGE OR DIVERSION DITCHES, DESCRIBE PRACTICES TO STABILIZE THE NORMAL WETTED PERIMETER WITHIN 200 LINEAL FEET OF THE PROPERTY EDGE OR POINT OF DISCHARGE TO SURFACE WATER. THE LAST 200 LINEAL FEET MUST BE STABILIZED WITHIN 24 HOURS AFTER CONNECTING TO SURFACE WATERS AND CONSTRUCTION IN THAT PORTION OF THE DITCH HAS TEMPORARILY OR PERMANENTLY CEASED FOR ALL DISCHARGES TO SPECIAL, IMPAIRED OR "WORK IN WATER RESTRICTIONS". ALL OTHER REMAINING PORTIONS OF THE TEMPORARY OR PERMANENT DITCHES OR SWALES WITHIN 14 CALENDAR DAYS AFTER CONNECTING TO A SURFACE WATER, PROPERTY EDGE AND CONSTRUCTION IN THAT AREA HAS TEMPORARILY OR PERMANENTLY CEASED.
 - N/A, NO DITCHES ON SITE
 - DESCRIBE ADDITIONAL EROSION PREVENTION MEASURES THAT WILL BE IMPLEMENTED AT THE SITE DURING CONSTRUCTION (E.G., CONSTRUCTION PHASING, MINIMIZING SOIL DISTURBANCE, VEGETATIVE BUFFERS, HORIZONTAL SLOPE GRADING, SLOPE DRAINING/TERRACING, ETC.); OTHER EROSION CONTROL PRACTICES INCLUDE BUT ARE NOT LIMITED TO: MINIMIZING SITE EXPOSURE WHEN POSSIBLE.
 - IF APPLICABLE, INCLUDE ADDITIONAL REQUIREMENTS IN APPENDIX A PART C.3 REGARDING MAINTAINING A 100-FOOT BUFFER ZONE OR INSTALLING REDUNDANT BMP'S FOR PORTIONS OF THE SITE THAT DRAIN TO SPECIAL WATERS).
 - N/A
 - IF APPLICABLE, DESCRIBE ADDITIONAL EROSION PREVENTION BMP'S TO BE IMPLEMENTED AT THE SITE TO PROTECT PLANNED FILTRATION AREAS MINIMIZE SITE EXPOSURE IN AREAS ADJACENT TO FILTRATION AREAS.

SEDIMENT CONTROL PRACTICES (SECTION 9.1)

- DESCRIBE THE METHODS OF SEDIMENT CONTROL BMP'S TO BE IMPLEMENTED AT THIS SITE DURING CONSTRUCTION TO MINIMIZE SEDIMENT IMPACTS TO SURFACE WATERS, INCLUDING CURB AND GUTTER SYSTEMS
- DESCRIBE METHODS TO BE USED FOR DOWN GRADIENT PERIMETER CONTROL: SILT FENCE WILL BE INSTALLED AROUND THE ENTIRE PERIMETER OF THE SITE
 - DESCRIBE METHODS TO BE USED TO CONTAIN SOIL STOCKPILES: SEED AND MULCH AS WELL AS EROSION CONTROL BLANKETS WILL BE UTILIZED AS NECESSARY
 - DESCRIBE METHODS TO BE USED FOR STORM DRAIN INLET PROTECTION: SEE INLET PROTECTION DETAILS
 - DESCRIBE METHODS TO MINIMIZE VEHICLE TRACKING AT CONSTRUCTION EXITS AND STREET SWEEPING ACTIVITIES: THE PROJECT WILL UTILIZE A ROCK CONSTRUCTION ENTRANCE
 - DESCRIBE METHODS, IF APPLICABLE, ADDITIONAL SEDIMENT CONTROLS (E.G., DIVERSION BERMS) TO BE INSTALLED TO KEEP RUNOFF AWAY FROM PLANNED INFILTRATION AREAS WHEN EXCAVATED PRIOR TO FINAL STABILIZATION OF THE CONTRIBUTING DRAINAGE AREA: SILT FENCE TO BE INSTALLED IMMEDIATELY AFTER GRADING TO PROTECT INFILTRATION AREAS.
 - DESCRIBE METHODS TO BE USED TO MINIMIZE SOIL COMPACTION AND PRESERVE TOP SOIL (UNLESS INFEASIBLE) AT THIS SITE: LIGHT TRACKED EQUIPMENT WILL BE USED, TOPSOIL WILL BE STRIPPED AND STOCKPILED
 - DESCRIBE PLANS TO PRESERVE A 50-FOOT NATURAL BUFFER BETWEEN THE PROJECT'S SOIL DISTURBANCE AND A SURFACE WATER OR PLANS FOR REDUNDANT SEDIMENT CONTROLS IF A BUFFER IS INFEASIBLE: DOUBLE ROW OF SILT FENCE WILL BE INSTALLED ALONG WETLAND. PROJECT WILL NOT DISTURB WITHIN 200 FEET OF WETLAND.
 - DESCRIBE PLANS FOR USE OF SEDIMENTATION TREATMENT CHEMICALS (E.G., POLYMERS, FLOCCULANTS, ETC.) SEE PART 9.18 OF THE PERMIT: N/A
 - IS THE PROJECT REQUIRED TO INSTALL A TEMPORARY SEDIMENT BASIN DUE TO 10 OR MORE ACRES DRAINING TO A COMMON LOCATION OR 5 ACRES OR MORE IF THE SITE IS WITHIN 1 MILE OF A SPECIAL OR IMPAIRED WATER? NO
 - IF YES, DESCRIBE (OR ATTACH PLANS) SHOWING HOW THE BASIN WILL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH SECTION 14. PROPOSED FILTRATION BASINS WILL SERVE AS TEMPORARY SEDIMENTS BASINS THAT WILL THEN BE CONVERTED TO PERMANENT FILTRATIONS BASINS.

DEWATERING AND BASIN DRAINING (SECTION 10.1)

- WILL THE PROJECT INCLUDE DEWATERING OR BASIN DRAINING? NO
- IF YES, DESCRIBE MEASURES TO BE USED TO TREAT/DISPOSE OF TURBID OR SEDIMENT-LADEN WATER AND METHOD TO PREVENT EROSION OR SCOUR OF DISCHARGE POINTS (SEE 10.2 THROUGH 10.5 OF THE PERMIT): N/A
- WILL THE PROJECT INCLUDE USE OF FILTERS FOR BACKWASH WATER? NO
- IF YES, DESCRIBE HOW FILTER BACKWASH WATER WILL BE MANAGED ON THE SITE OR PROPERLY DISPOSED (10.6): N/A

ADDITIONAL BMP'S FOR SPECIAL WATERS AND DISCHARGES TO WETLANDS (SECTION 23.1)

- SPECIAL WATERS: DOES YOUR PROJECT DISCHARGE TO SPECIAL WATERS? NO
- IF PROXIMITY TO BEDROCK OR ROAD PROJECTS WHERE THE LACK OF RIGHT OF WAY PRECLUDES THE INSTALLATION OF ANY OF THE PERMANENT STORMWATER MANAGEMENT PRACTICES, THEN OTHER TREATMENT SUCH AS GRASSED SWALES, SMALLER PONDS, OR GRIT CHAMBERS IS REQUIRED PRIOR TO DISCHARGE TO SURFACE WATERS. DESCRIBE WHAT OTHER TREATMENT WILL BE PROVIDED. N/A
- DESCRIBE EROSION AND SEDIMENT CONTROLS FOR EXPOSED SOIL AREAS WITH A CONTINUOUS POSITIVE SLOPE TO A SPECIAL WATERS, AND TEMPORARY SEDIMENT BASINS FOR AREAS THAT DRAIN FIVE OR MORE ACRES DISTURBED AT ONE TIME. N/A
- DESCRIBE THE UNDISTURBED BUFFER ZONE TO BE USED (NOT LESS THAN 100 LINEAL FEET FROM THE SPECIAL WATER). N/A
- DESCRIBE HOW THE PERMANENT STORMWATER MANAGEMENT SYSTEM WILL ENSURE THAT THE PRE AND POST PROJECT RUNOFF RATE AND VOLUME FROM THE 1, AND 2-YEAR 24-HOUR PRECIPITATION EVENTS REMAINS THE SAME. N/A
- DESCRIBE HOW THE PERMANENT STORMWATER MANAGEMENT SYSTEM WILL MINIMIZE ANY INCREASE IN THE TEMPERATURE OF TROUT STREAM RECEIVING WATERS RESULTING IN THE 1, AND 2-YEAR 24-HOUR PRECIPITATION EVENTS. N/A
- WETLANDS. DOES YOUR PROJECT DISCHARGE STORMWATER WITH THE POTENTIAL FOR SIGNIFICANT ADVERSE IMPACTS TO A WETLAND (E.G., CONVERSION OF A NATURAL WETLAND TO A STORMWATER POND)? YES
- IF YES, DESCRIBE THE WETLAND MITIGATION SEQUENCE THAT WILL BE FOLLOWED IN ACCORDANCE WITH SECTION 22 OF THE PERMIT: MINNETONKA (MANAGE II) 16' BUFFER 10' STRUCTURE SETBACK FROM BUFFER, 35' MIN. STRUCTURE SETBACK FROM WETLAND BCWMC (MANAGE II) 25' BUFFER AVERAGE, 15' BUFFER MINIMUM

INSPECTIONS AND MAINTENANCE (SECTION 11.1)

- DESCRIBE PROCEDURES TO ROUTINELY INSPECT THE CONSTRUCTION SITE:
- ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND
 - WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS, AND WITHIN (7) DAYS AFTER THAT

INSPECTIONS MUST INCLUDE STABILIZED AREAS, EROSION PREVENTION AND SEDIMENT CONTROL BMP'S AND INFILTRATION AREAS.

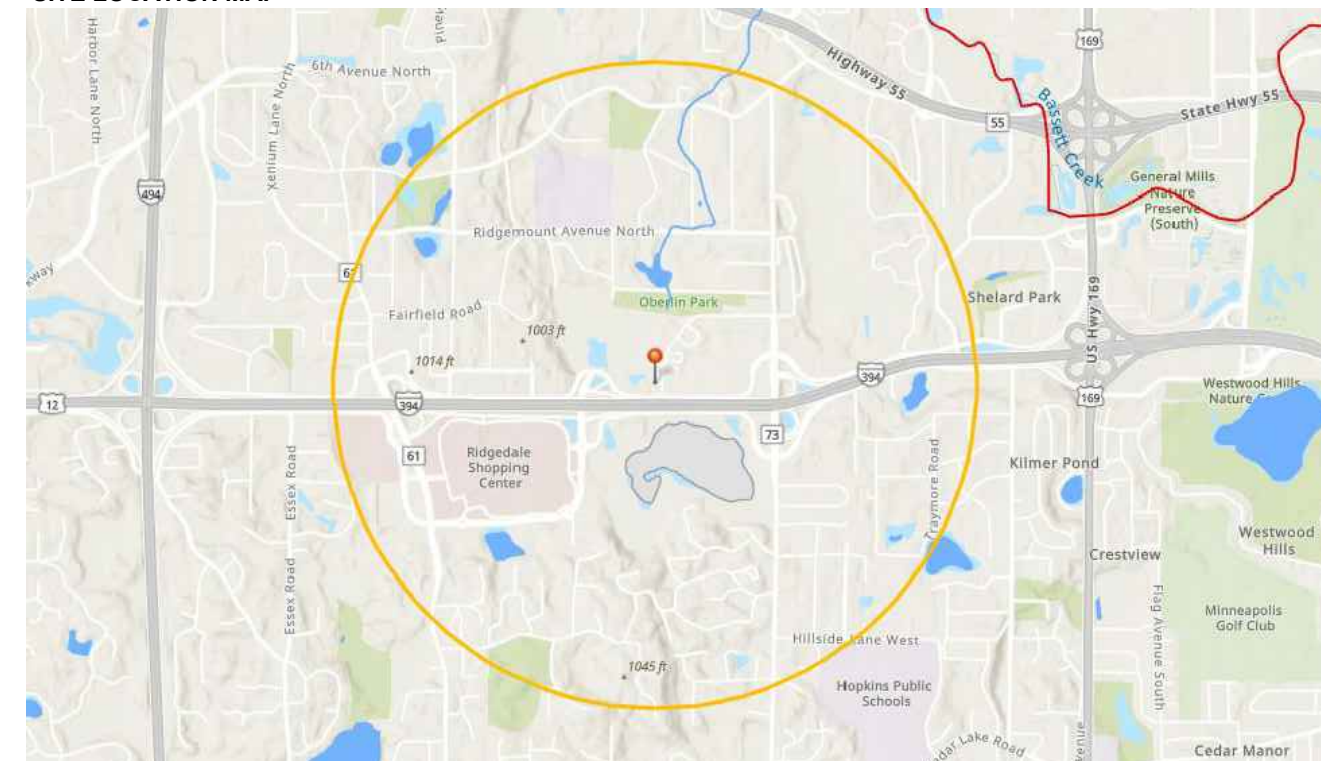
- INSPECTOR WILL FOLLOW REQUIREMENTS SPECIFIED ABOVE AND FILL OUT "ATTACHMENT B - CONSTRUCTION STORMWATER INSPECTION CHECKLIST"
- DESCRIBE PRACTICES FOR STORAGE OF BUILDING PRODUCTS WITH A POTENTIAL TO LEACH POLLUTANTS TO MINIMIZE EXPOSURE TO STORMWATER: ALL BUILDING PRODUCTS WILL BE SEALED AND STORED IN A MANNER TO MINIMIZE EXPOSURE
 - DESCRIBE PRACTICES FOR STORAGE OF PESTICIDES, HERBICIDES, INSECTICIDES, FERTILIZERS, TREATMENT CHEMICAL, AND LANDSCAPE MATERIALS: ALL LANDSCAPE TREATMENT CHEMICALS WILL BE SEALED AND STORED IN A MANNER TO MINIMIZED EXPOSURE
 - DESCRIBE PRACTICES FOR STORAGE AND DISPOSAL OF HAZARDOUS MATERIALS OR TOXIC WASTE (E.G., OIL, FUEL, HYDRAULIC FLUIDS, PAINT SOLVENTS, PETROLEUM-BASED PRODUCTS, WOOD PRESERVATIVE, ADDITIVES, CURING COMPOUNDS, AND ACIDS) ACCORDING TO MINN. R. CH. 7045, INCLUDING RESTRICTED ACCESS AND SECONDARY CONTAINMENT: ALL HAZARDOUS WASTE WILL BE APPROPRIATELY DISPOSED OF OFF SITE ACCORDING TO LOCAL AND STATE LAWS.
 - DESCRIBE COLLECTION, STORAGE AND DISPOSAL OF SOLID WASTE IN COMPLIANCE WITH MINN. R. CH. 7035: ALL CONSTRUCTION DEBRIS AND SOLID WASTE WILL BE APPROPRIATELY DISPOSED OF OFF SITE ACCORDING TO LOCAL AND STATE LAWS
 - DESCRIBE MANAGEMENT OF PORTABLE TOILETS TO PREVENT TIPPING AND DISPOSAL OF SANITARY WASTES IN ACCORDANCE WITH MINN. R. CH. 7040: SANITARY AND SEPTIC SERVICES WILL BE PROVIDED TO WORKERS WITH PORTABLE FACILITIES MAINTAINED AS NEEDED BY THE PROVIDER.
 - DESCRIBE SPILL PREVENTION AND RESPONSE FOR FUELING AND EQUIPMENT OR VEHICLE MAINTENANCE: EMPLOYEES WILL BE TRAINED IN TECHNIQUES DESIGNED TO MINIMIZE SPILLS. VEHICLES AND EQUIPMENT SHALL BE CHECKED FOR LEAKS.
 - DESCRIBE CONTAINMENT AND DISPOSAL OF VEHICLE AND EQUIPMENT WASH WATER AND PROHIBITING ENGINE DEGREASING ON THE SITE: ALL CONSTRUCTION VEHICLES SHALL BE WASHED OFF SITE
 - DESCRIBE STORAGE AND DISPOSAL OF CONCRETE AND OTHER WASHOUT WASTES SO THAT WASTES DO NOT CONTACT THE GROUND: ALL CONCRETE WASHOUT SHALL OCCUR OFF SITE.

FINAL STABILIZATION (25.2)

- DESCRIBE METHOD OF FINAL STABILIZATION (PERMANENT COVER) OF ALL DISTURBED AREAS: FINAL STABILIZATION WILL BE ACCOMPLISHED WITH PAVEMENT, SOD AND LANDSCAPE MATERIALS.
- DESCRIBE METHODS USED TO CLEAN ALL STORMWATER TREATMENT SYSTEMS AND STORMWATER CONVEYANCE SYSTEMS OF ACCUMULATED SEDIMENT (25.22): CLEANING OF STORMWATER TREATMENT SYSTEMS SHALL BE DONE BY HAND SUCH AS THE USE OF A SHOVEL.
- DESCRIBE METHODS FOR REMOVING ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMP'S: REMOVAL OF TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMP'S CAN BE DONE BY HAND AND PROPERLY DISPOSED OF.

| RECEIVING WATER BODIES | | | | |
|------------------------|--------------------|-----------------|---------------------|----------------------|
| WATER BODY ID | NAME OF WATER BODY | WATER BODY TYPE | SPECIAL WATER (Y/N) | IMPAIRED WATER (Y/N) |
| 1 | | | | |

SITE LOCATION MAP -



GENERAL SITE INFORMATION (5.1)

- DESCRIBE THE LOCATION AND TYPE OF ALL TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMP'S), INCLUDE THE TIMING FOR INSTALLATION AND PROCEDURES USED TO ESTABLISH ADDITIONAL TEMPORARY BMP'S AS NECESSARY. (5.5) THE PROJECT IS PROTECTED BY TWO (2) MAIN BMP'S, SILT FENCE AND INLET PROTECTION DEVICES. THE SILT FENCE WILL BE INSTALLED AT THE DOWNHILL LOCATIONS OF THE SITE AND MONITORED AS NECESSARY. INLET PROTECTION DEVICES WILL BE INSTALLED IN ALL CATCH BASINS ON THE SITE AND ANY OFF SITE THAT WILL RECEIVE STORMWATER RUNOFF FROM THIS SITE. AS THE PROJECT PROGRESSES ADDITIONAL BMP'S SUCH AS EROSION CONTROL BLANKET MAY BE UTILIZED.
- ATTACH TO THIS SWPPP A TABLE WITH THE ANTICIPATED QUANTITIES FOR THE LIFE OF THE PROJECT FOR ALL EROSION PREVENTION AND SEDIMENT CONTROL BMP'S (5.7). SEE PAGE SW1.3
- ATTACH TO THIS SWPPP A SITE MAP THAT INCLUDES THE FOLLOWING FEATURES (5.9): EXIST AND FINAL GRADES, INCLUDING DIVIDING LINES AND DIRECTION OF FLOW FOR ALL PRE AND POST-CONSTRUCTION STORMWATER RUNOFF DRAINAGE AREAS LOCATED WITHIN THE PROJECT LIMITS.
- LOCATIONS OF IMPERVIOUS SURFACES AND SOIL TYPES
 - EXISTING AND FINAL GRADES, INCLUDING DIVIDING LINES AND DIRECTION OF FLOW FOR ALL PRE AND POST-CONSTRUCTION STORMWATER RUNOFF DRAINAGE AREAS LOCATED WITHIN PROJECT LIMITS.
 - LOCATIONS OF AREAS NOT TO BE DISTURBED.
 - LOCATION OF AREAS OF PHASED CONSTRUCTION.
 - ALL SURFACE WATERS AND EXISTING WETLANDS WITHIN ONE MILE FROM THE PROJECT BOUNDARIES THAT WILL RECEIVE STORMWATER RUNOFF FROM THE SITE (IDENTIFIABLE ON MAPS SUCH AS USGS 7.5 MINUTE QUADRANGLE MAPS OR EQUIVALENT, WHERE SURFACE WATERS RECEIVING RUNOFF ASSOCIATED WITH CONSTRUCTION ACTIVITY WILL NOT FIT ON THE PLAN SHEET, THEY MUST BE IDENTIFIED WITH AN ARROW, INDICATING BOTH DIRECTION AND DISTANCE TO THE SURFACE WATER.
 - METHODS TO BE USED FOR FINAL STABILIZATION OF ALL EXPOSED SOIL AREA
- WERE STORMWATER MITIGATION MEASURES REQUIRED AS THE RESULT OF AN ENVIRONMENTAL, ARCHAEOLOGICAL, OR OTHER REQUIRED LOCAL, STATE OR FEDERAL REVIEW OF THE PROJECT? NO
- IF YES, DESCRIBE HOW THESE MEASURES WERE ADDRESSED IN THE SWPPP. (5.16) N/A
- IS THE PROJECT LOCATED IN A KARST AREA SUCH THAT ADDITIONAL MEASURES WOULD BE NECESSARY TO PROJECT DRINKING WATER SUPPLY MANAGEMENT AREAS AS DESCRIBED IN MINN. R. CHAPTERS 7050 AND 7060? NO
- IF YES, DESCRIBE THE ADDITIONAL MEASURES TO BE USED. (SECTION 23) N/A
- DOES THE SITE DISCHARGE TO A CALCAREOUS FEN LISTED IN MINN. R. 7050.0180, SUBP. 6.B? NO
- IF YES, A LETTER OF APPROVAL FROM THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES MUST BE OBTAINED PRIOR TO APPLICATION FOR THIS PERMIT.
- DOES THE SITE DISCHARGE TO A WATER THAT IS LISTED AS IMPAIRED FOR THE FOLLOWING POLLUTANT(S) OR STRESSOR(S): PHOSPHORUS, TURBIDITY, DISSOLVED OXYGEN OR BIOTIC IMPAIRMENT? USE THE SPECIAL AND IMPAIRED WATERS SEARCH TOOL AT: WWW.PCA.STATE.MN.US/WATER/STORMWATER/STORMWATER-C.HTML NO
- IF NO, SKIP TO TRAINING
- DOES THE IMPAIRED WATER HAVE AN APPROVED TOTAL MAXIMUM DAILY LOADS (TMDL) WITH AN APPROVED WASTE LOAD ALLOCATION FOR CONSTRUCTION ACTIVITY? N/A
- IF YES:
 - LIST THE RECEIVING WATER, THE AREAS OF THE SITE DISCHARGING TO IT, AND THE POLLUTANT(S) IDENTIFIED IN THE TMDL.
 - LIST THE BMP'S AND ANY OTHER SPECIFIC CONSTRUCTION STORMWATER RELATED IMPLEMENTATION ACTIVITIES IDENTIFIED IN THE TMDL.
- IF THE SITE HAS A DISCHARGE POINT WITHIN ONE MILE OF THE IMPAIRED WATER AND THE WATER FLOWS TO THE IMPAIRED WATER BUT NO SPECIFIC BMP'S FOR CONSTRUCTION ARE IDENTIFIED IN THE TMDL, THE ADDITIONAL BMP'S IN SECTION 23 MUST BE ADDED TO THE SWPPP AND IMPLEMENTED (15.19). THE ADDITIONAL BMP'S ONLY APPLY TO THOSE PORTIONS OF THE PROJECT THAT DRAIN TO ONE OF THE IDENTIFIED DISCHARGE POINTS. N/A
- IDENTIFY ADJACENT PUBLIC WATERS WHERE THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES (DNR) HAS DECLARED "WORK IN WATER RESTRICTIONS" DURING FISH SPAWNING TIMEFRAMES N/A

SELECTION OF A PERMANENT STORMWATER MANAGEMENT SYSTEM (SECTION 15)

- WILL THE PROJECT CREATE A NEW CUMULATIVE IMPERVIOUS SURFACE GREATER THAN OR EQUAL TO ONE ACRE? YES
- IF YES, A WATER QUALITY VOLUME OF ONE INCH OF RUNOFF FROM THE CUMULATIVE NEW IMPERVIOUS SURFACES MUST BE RETAINED ON SITE (SEE 16.7 OF THE PERMIT) THROUGH INFILTRATION UNLESS PROHIBITED DUE TO ONE OF THE REASONS IN ITEMS 16.4 THROUGH 16.21. IF INFILTRATION IS PROHIBITED IDENTIFY OTHER METHOD OF MEETING WATER QUALITY REQUIREMENTS (E.G., FILTRATION SYSTEM, WET SEDIMENTATION BASIN, REGIONAL PONDING OR EQUIVALENT METHOD
- DESCRIBE WHICH METHOD WILL BE USED TO TREAT RUNOFF FROM THE NEW IMPERVIOUS SURFACES CREATED BY THE PROJECT. INCLUDE ALL CALCULATIONS AND DESIGN INFORMATION FOR THE METHOD SELECTED. SEE SECTION 23 OF THE PERMIT FOR SPECIFIC REQUIREMENTS ASSOCIATED WITH EACH METHOD. INFILTRATION / REGIONAL PONDING CALCULATIONS ARE WITHIN THE SITE STORM WATER MANAGEMENT REPORT AND PART OF THIS SWPPP AS ATTACHMENT D.
- IF IT IS NOT FEASIBLE TO MEET THE TREATMENT REQUIREMENT FOR THE WATER QUALITY VOLUME, DESCRIBE WHY. THIS CAN INCLUDE PROXIMITY TO BEDROCK OR ROAD PROJECTS WHERE THE LACK OF RIGHT OF WAY PRECLUDES THE INSTALLATION OF ANY PERMANENT STORMWATER MANAGEMENT PRACTICES. DESCRIBE WHAT OTHER TREATMENT, SUCH AS GRASS SWALES, SMALLER PONDS, OR GRIT CHAMBERS, WILL BE IMPLEMENTED TO TREAT RUNOFF PRIOR TO DISCHARGE TO SURFACE WATERS. (15.8) IT IS NOT FEASIBLE TO MEET REQUIREMENT FOR WATER QUALITY VOLUME.
- FOR PROJECTS THAT DISCHARGE TO TROUT STREAMS, INCLUDING TRIBUTARIES TO TROUT STREAMS, IDENTIFY METHOD OF INCORPORATING TEMPERATURE CONTROLS INTO THE PERMANENT STORMWATER MANAGEMENT SYSTEM. N/A

**PRELIMINARY:
NOT FOR
CONSTRUCTION**

PROJECT
MARSH RUN III
11800 WAYZATA BOULEVARD, MINNETONKA, MN 55305
OWNER
INLAND DEVELOPMENT PARTNERS
100 WEST LAKE STREET, #200, WAYZATA, MN 55391

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

David J. Knaeble
David J. Knaeble
DATE 01/21/25 LICENSE NO. 48776

| ISSUE/SUBMITTAL SUMMARY | |
|-------------------------|----------------|
| DATE | DESCRIPTION |
| 12/31/2024 | CITY SUBMITTAL |
| 1/21/2025 | CITY SUBMITTAL |

| PROJECT MANAGER | CONTRACT NUMBER | DRAWN BY | REVIEWED BY | PROJECT NUMBER |
|-----------------|-----------------|----------|-------------|----------------|
| DAVID KNAEBLE | 11800WAYZATA03 | DN | DK | 0431 |

| REVISION SUMMARY | |
|------------------|-------------|
| DATE | DESCRIPTION |
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SWPPP - ATTACHMENTS

ATTACHMENT B: SWPPP INSPECTION FORM

NOTE: THIS INSPECTION REPORT DOES NOT ADDRESS ALL ASPECTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM (NPDES/SDS) CONSTRUCTION STORMWATER PERMIT (PERMIT) ISSUED ON AUGUST 1, 2018. THE COMPLETION OF THIS CHECKLIST DOES NOT GUARANTEE THAT ALL PERMIT REQUIREMENTS ARE IN COMPLIANCE; IT IS THE RESPONSIBILITY OF THE PERMITTEE(S) TO READ AND UNDERSTAND THE PERMIT REQUIREMENTS.

FACILITY INFORMATION

SITE NAME:
SITE ADDRESS:
CITY:
STATE:
PERMIT NUMBER:
ZIP CODE:

INSPECTION INFORMATION

INSPECTOR NAME:
PHONE NUMBER:
ORGANIZATION/COMPANY MAN:
DATE (MM/DD/YYYY):
TIME: AM / PM
IS THE INSPECTOR CERTIFIED IN SEDIMENT AND EROSION CONTROL AND IS IT DOCUMENTED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP)?
IS THIS INSPECTION ROUTINE OR IN RESPONSE TO A STORM EVENT?

RAINFALL AMOUNT (IF APPLICABLE):
IS SITE WITHIN ONE AERIAL MILE OF SPECIAL OR IMPAIRED WATER THAT CAN POTENTIALLY RECEIVE DISCHARGE FROM THE SITE?
IF YES, FOLLOW SECTION 23 AND OTHER APPLICABLE PERMIT REQUIREMENTS

NOTE: IF N/A IS SELECTED AT ANY TIME, SPECIFY WHY IN THE COMMENT AREA FOR THAT SECTION.

EROSION CONTROL REQUIREMENT (SECTION 8.1)

Table with 4 columns: Question, Y, N, N/A. Contains 7 rows of erosion control questions.

COMMENTS:

SEDIMENT CONTROL REQUIREMENTS (SECTION 9.1)

Table with 4 columns: Question, Y, N, N/A. Contains 8 rows of sediment control questions.

COMMENTS:

MAINTENANCE AND INSPECTIONS (SECTION 11)

Table with 4 columns: Question, Y, N, N/A. Contains 8 rows of maintenance and inspection questions.

IF YES, RECORD THE LOCATION OF ALL POINTS OF DISCHARGE. PHOTOGRAPH AND DESCRIBE THE DISCHARGE (SIZE, COLOR, ODOR, FOAM, OIL SHEEN, TIME, ETC.). DESCRIBE HOW THE DISCHARGE WILL BE ADDRESSED. WAS THE DISCHARGE A SEDIMENT DELTA? IF YES, WILL THE DELTA BE RECOVERED WITHIN SEVEN DAYS AND IN ACCORDANCE WITH ITEM 11.5 OF THE PERMIT?

COMMENTS:

POLLUTION PREVENTION (SECTION 12)

Table with 4 columns: Question, Y, N, N/A. Contains 7 rows of pollution prevention questions.

COMMENTS:

OTHER

Table with 4 columns: Question, Y, N, N/A. Contains 3 rows of other questions.

4. WILL A PERMANENT STORMWATER MANAGEMENT SYSTEM BE CREATED FOR THIS PROJECT IF REQUIRED AND IN ACCORDANCE WITH SECTION 15 OF THE PERMIT (IF ADDING AN ACRE OR MORE OF NEW IMPERVIOUS SURFACE)? IF YES, DESCRIBE:

5. IF INFILTRATION/FILTRATION SYSTEMS ARE BEING CONSTRUCTED, ARE THEY MARKED AND PROTECTED FROM COMPACTION AND SEDIMENTATION?

6. DESCRIPTION OF AREAS OF NON-COMPLIANCE NOTED DURING THE INSPECTION, REQUIRED CORRECTIVE ACTIONS, AND RECOMMENDED DATE OF COMPLETION OF CORRECTIVE ACTIONS:

7. PROPOSED AMENDMENTS TO THE SWPPP:

8. POTENTIAL AREAS OF FUTURE CONCERN:

9. ADDITIONAL COMMENTS

DISCLOSURES:

- AFTER DISCOVERY, THE PERMIT REQUIRES MANY OF THE DEFICIENCIES THAT MAY BE FOUND ON SITE BE CORRECTED WITHIN A SPECIFIED PERIOD OF TIME. SEE PERMIT FOR MORE DETAILS.
THE PERMITTEE(S) IS/ARE RESPONSIBLE FOR THE INSPECTION AND MAINTENANCE OF TEMPORARY AND PERMANENT WATER QUALITY MANAGEMENT BMPS AS WELL AS EROSION PREVENTION AND SEDIMENT CONTROL BMPS UNTIL ANOTHER PERMITTEE HAS OBTAINED COVERAGE UNDER THIS PERMIT ACCORDING TO SECTION 3, OR THE PROJECT HAS MET THE TERMINATION CONDITIONS OF THE PERMIT AND A NOTICE OF TERMINATION HAS BEEN SUBMITTED TO THE MINNESOTA POLLUTION CONTROL AGENCY.

ATTACHMENT C: MAINTENANCE PLAN FOR PERMANENT STORM WATER TREATMENT SYSTEM

ATTACHMENT C - CHAMBER FACILITY MANAGEMENT SCHEDULE

- 1. ALL GRIT CHAMBERS, SUMP CATCH BASINS, SUMP MANHOLES, OUTLET STRUCTURES, CULVERTS, OUTFALL STRUCTURES AND OTHER STORM WATER FACILITIES FOR WHICH MAINTENANCE REQUIREMENTS ARE NOT OTHERWISE SPECIFIED HEREIN MUST BE INSPECTED IN THE SPRING, SUMMER AND FALL OF EACH YEAR. WITHIN 30 DAYS OF THE INSPECTION DATE, ALL ACCUMULATED SEDIMENT AND DEBRIS MUST BE REMOVED SUCH THAT EACH STORM WATER FACILITY OPERATES AS DESIGNED AND PERMITTED. CONTRIBUTING DRAINAGE AREAS MUST BE KEPT CLEAR OF LITTER AND VEGETATIVE DEBRIS, INFLOW PIPES AND OVERFLOW SPILLWAYS KEPT CLEAR, INLET AREAS KEPT CLEAN, AND UNDESIRABLE VEGETATION REMOVED. EROSION IMPAIRING THE FUNCTION OR INTEGRITY OF THE FACILITIES, IF ANY, WILL BE CORRECTED, AND ANY STRUCTURAL DAMAGE IMPAIRING OR THREATENING TO IMPAIR THE FUNCTION OF THE FACILITIES MUST BE REPAIRED.
2. VOLUME CONTROL FACILITIES AND CONTRIBUTING DRAINAGE AREAS MUST BE INSPECTED EVERY THREE MONTHS DURING THE OPERATIONAL PERIOD (BETWEEN SPRING SNOWMELT AND FIRST SUBSTANTIAL SNOWFALL) AND MONITORED AFTER RAINFALL EVENTS OF 1 INCH OR MORE TO ENSURE THAT THE CONTRIBUTING DRAINAGE AREA IS CLEAR OF LITTER AND DEBRIS. INFLOW PIPES AND OVERFLOW SPILLWAYS ARE CLEAR, INLET AREAS ARE CLEAN, UNDESIRABLE VEGETATION IS REMOVED AND THERE IS NO EROSION IMPAIRING OR THREATENING TO IMPAIR THE FUNCTION OF A FACILITY. IF SEDIMENT HAS ACCUMULATED IN A INFILTRATION FEATURE, WITHIN 30 DAYS OF INSPECTION DEPOSITED SEDIMENTS MUST BE REMOVED, THE INFILTRATION CAPACITY OF THE UNDERLYING SOILS MUST BE RESTORED, AND ANY SURFACE DISTURBANCE MUST BE STABILIZED. INSPECTION MUST ENSURE THAT SEDIMENT TRAPS AND FOREBAYS ARE TRAPPING SEDIMENT AND THAT MORE THAN 50 PERCENT OF THE STORAGE VOLUME REMAINS, THE CONTRIBUTING DRAINAGE AREA IS STABLE (I.E., NO EROSION IS OBSERVED), AND INLETS AND OUTLET/OVERFLOW SPILLWAYS ARE IN GOOD CONDITIONS WITH NO EROSION. MAINTENANCE TECHNIQUES USED MUST PROTECT THE INFILTRATION CAPACITY OF THE PRACTICE BY LIMITING SOIL COMPACTION TO THE GREATEST EXTENT POSSIBLE (E.G., BY USING LOW-IMPACT EARTH-MOVING EQUIPMENT).
3. UNDERGROUND STORAGE CHAMBERS MUST BE INSPECTED AT LEAST ONCE A YEAR TO ENSURE THAT ADEQUATE STORAGE CAPACITY REMAINS. CAPACITY WILL BE CONSIDERED INADEQUATE IF SEDIMENT HAS DECREASED THE STORAGE VOLUME BY 50 PERCENT OF ITS ORIGINAL DESIGN VOLUME. ACCUMULATED DEBRIS AND SEDIMENT WILL BE REMOVED, AND INLET AND OUTLET STRUCTURES WILL BE CLEARED OF ANY FLOW IMPEDIMENTS.



5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060



MARSH RUN III
11800 WAYZATA BOULEVARD, MINNETONKA, MN 55305
INLAND DEVELOPMENT PARTNERS
100 WEST LAKE STREET, #200, WAYZATA, MN 55391

PROJECT
OWNER

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

David J. Knaeble
DATE 01/21/25 LICENSE NO. 48776

ISSUE/SUBMITTAL SUMMARY table with columns: DATE, DESCRIPTION

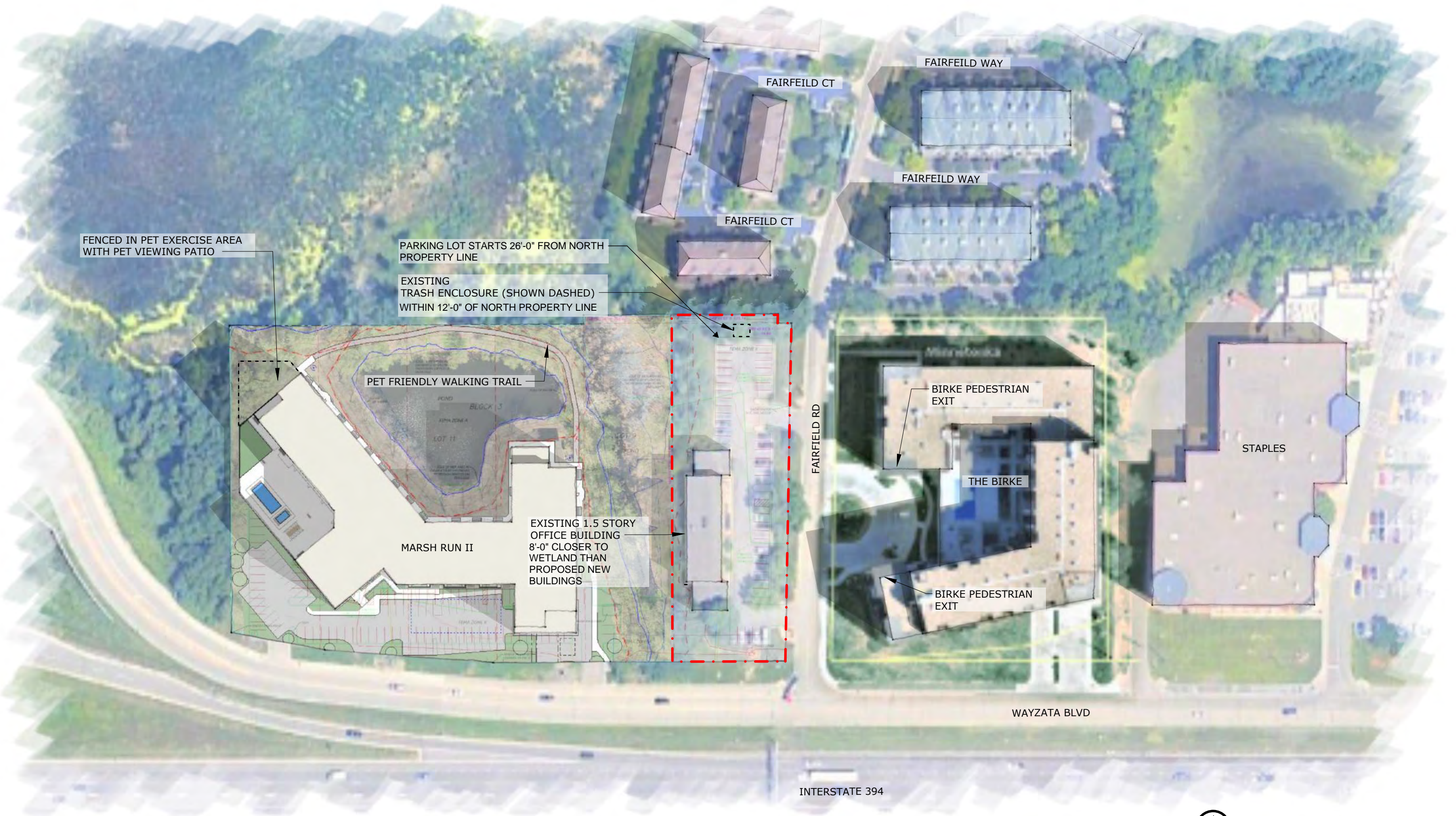
Table with columns: PROJECT MANAGER, CONTRACT NUMBER, DRAWN BY, REVIEWED BY, PROJECT NUMBER

REVISION SUMMARY table with columns: DATE, DESCRIPTION

Table with columns: DATE, DESCRIPTION

SWPPP - ATTACHMENTS

SW1.5



FENCED IN PET EXERCISE AREA WITH PET VIEWING PATIO

PARKING LOT STARTS 26'-0" FROM NORTH PROPERTY LINE

EXISTING TRASH ENCLOSURE (SHOWN DASHED) WITHIN 12'-0" OF NORTH PROPERTY LINE

PET FRIENDLY WALKING TRAIL

MARSH RUN II

EXISTING 1.5 STORY OFFICE BUILDING 8'-0" CLOSER TO WETLAND THAN PROPOSED NEW BUILDINGS

FAIRFIELD CT

FAIRFIELD CT

FAIRFIELD WAY

FAIRFIELD WAY

FAIRFIELD RD

BIRKE PEDESTRIAN EXIT

THE BIRKE

STAPLES

BIRKE PEDESTRIAN EXIT

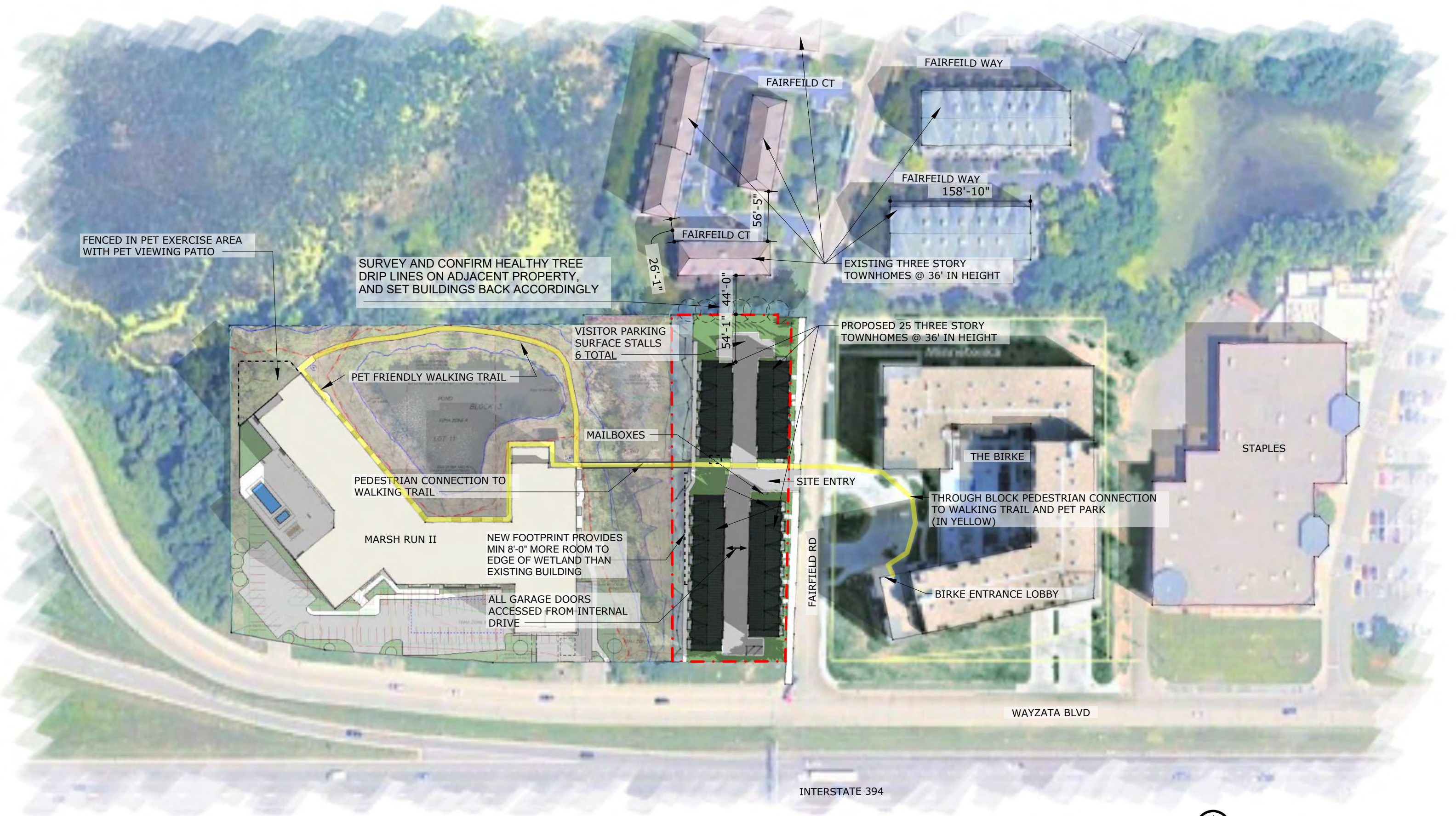
WAYZATA BLVD

INTERSTATE 394



SCALE: 1" = 100'





FENCED IN PET EXERCISE AREA WITH PET VIEWING PATIO

SURVEY AND CONFIRM HEALTHY TREE DRIP LINES ON ADJACENT PROPERTY, AND SET BUILDINGS BACK ACCORDINGLY

VISITOR PARKING SURFACE STALLS 6 TOTAL

PROPOSED 25 THREE STORY TOWNHOMES @ 36' IN HEIGHT

EXISTING THREE STORY TOWNHOMES @ 36' IN HEIGHT

PET FRIENDLY WALKING TRAIL

MAILBOXES

THE BIRKE

STAPLES

PEDESTRIAN CONNECTION TO WALKING TRAIL

SITE ENTRY

THROUGH BLOCK PEDESTRIAN CONNECTION TO WALKING TRAIL AND PET PARK (IN YELLOW)

MARSH RUN II

NEW FOOTPRINT PROVIDES MIN 8'-0" MORE ROOM TO EDGE OF WETLAND THAN EXISTING BUILDING

ALL GARAGE DOORS ACCESSED FROM INTERNAL DRIVE

BIRKE ENTRANCE LOBBY

WAYZATA BLVD

INTERSTATE 394



SCALE: 1" = 100'





INTERSTATE 394

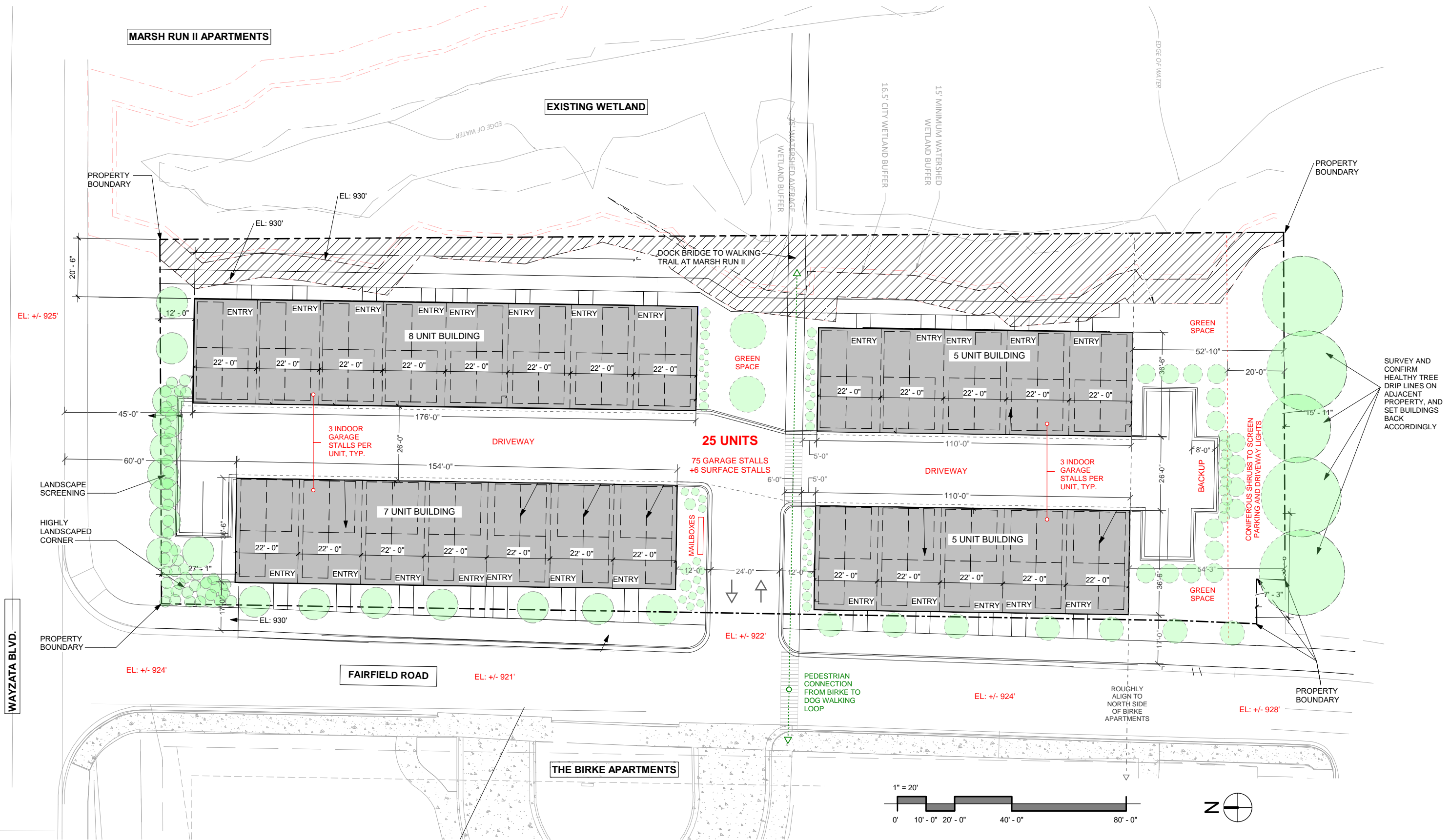


SCALE: 1" = 100'



MARSH RUN II APARTMENTS

EXISTING WETLAND

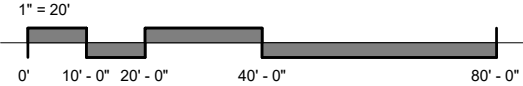


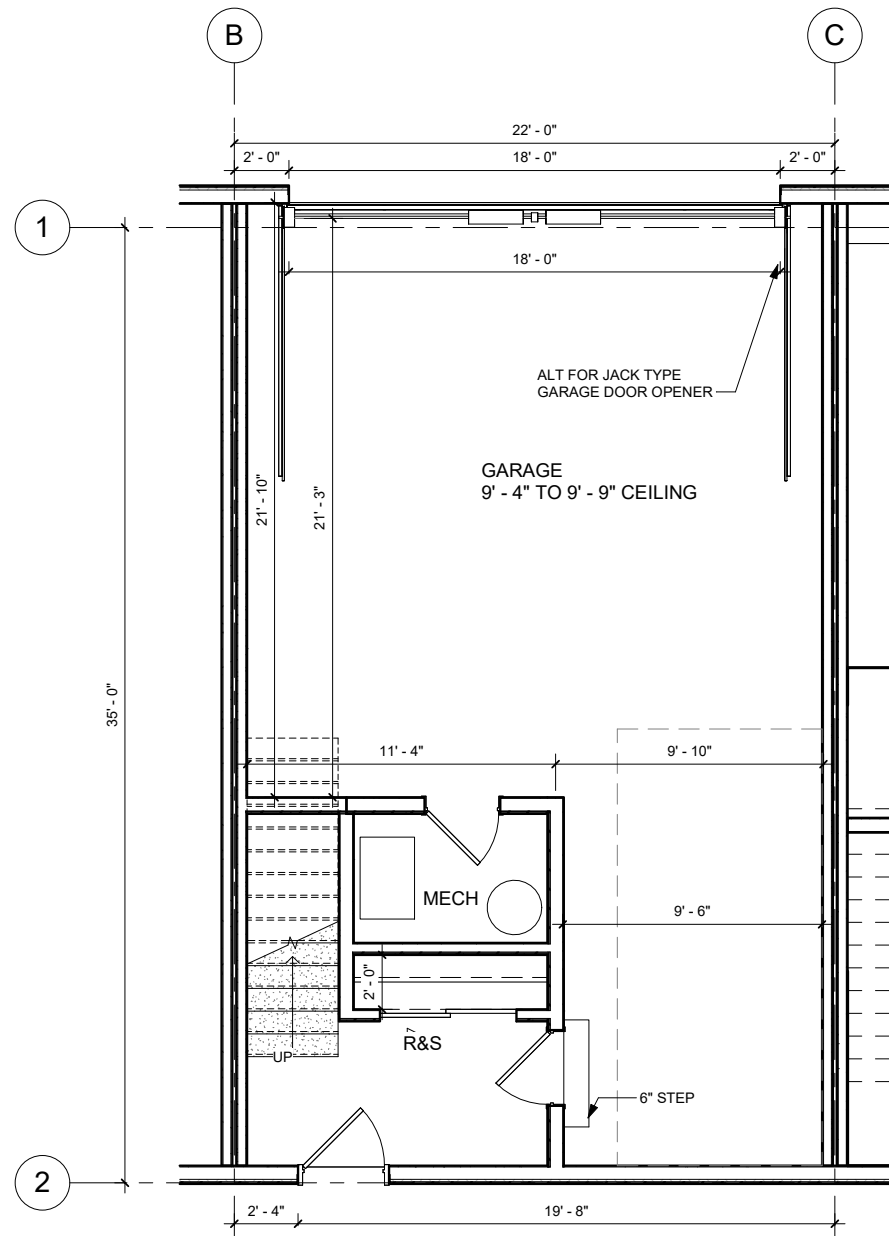
SURVEY AND CONFIRM HEALTHY TREE DRIP LINES ON ADJACENT PROPERTY, AND SET BUILDINGS BACK ACCORDINGLY

WAYZATA BLVD.

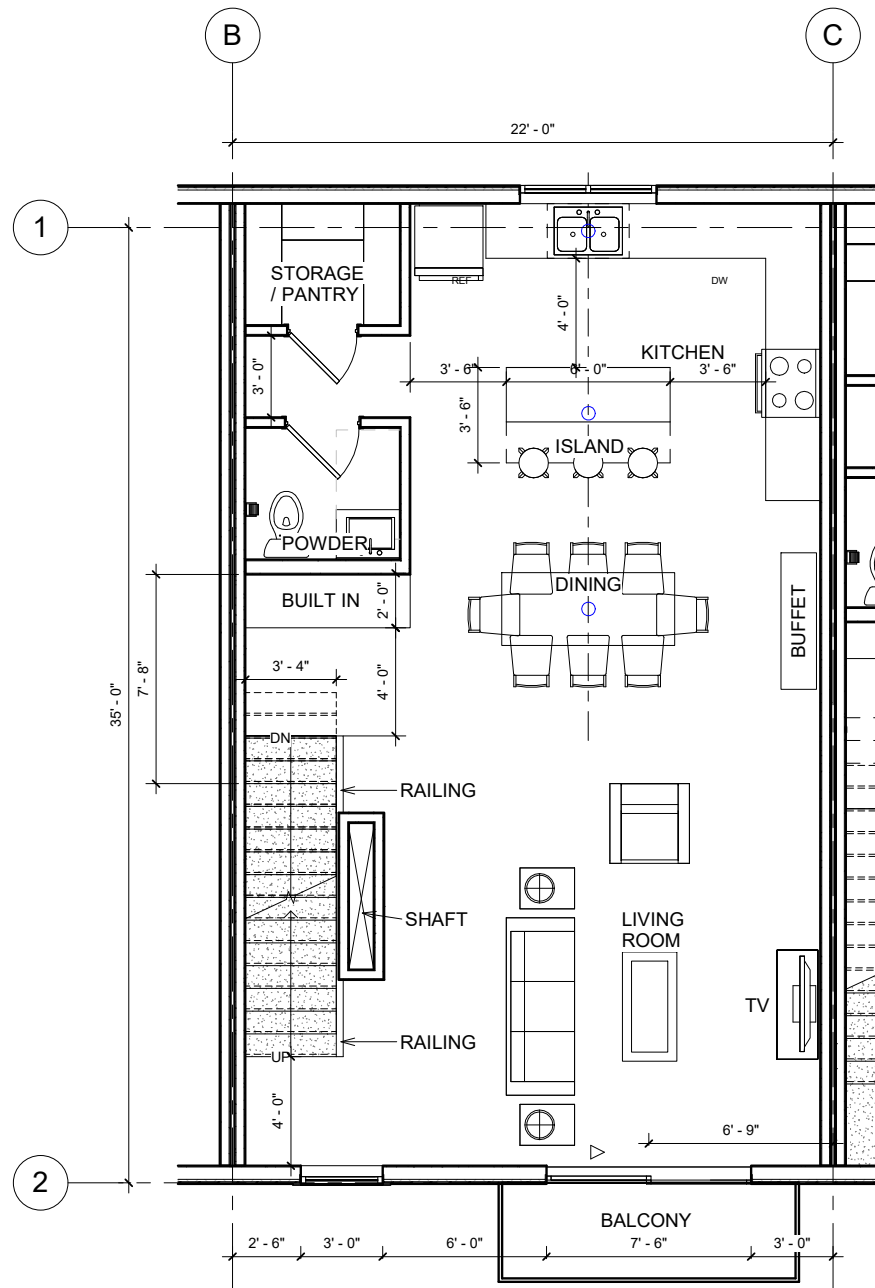
FAIRFIELD ROAD

THE BIRKE APARTMENTS

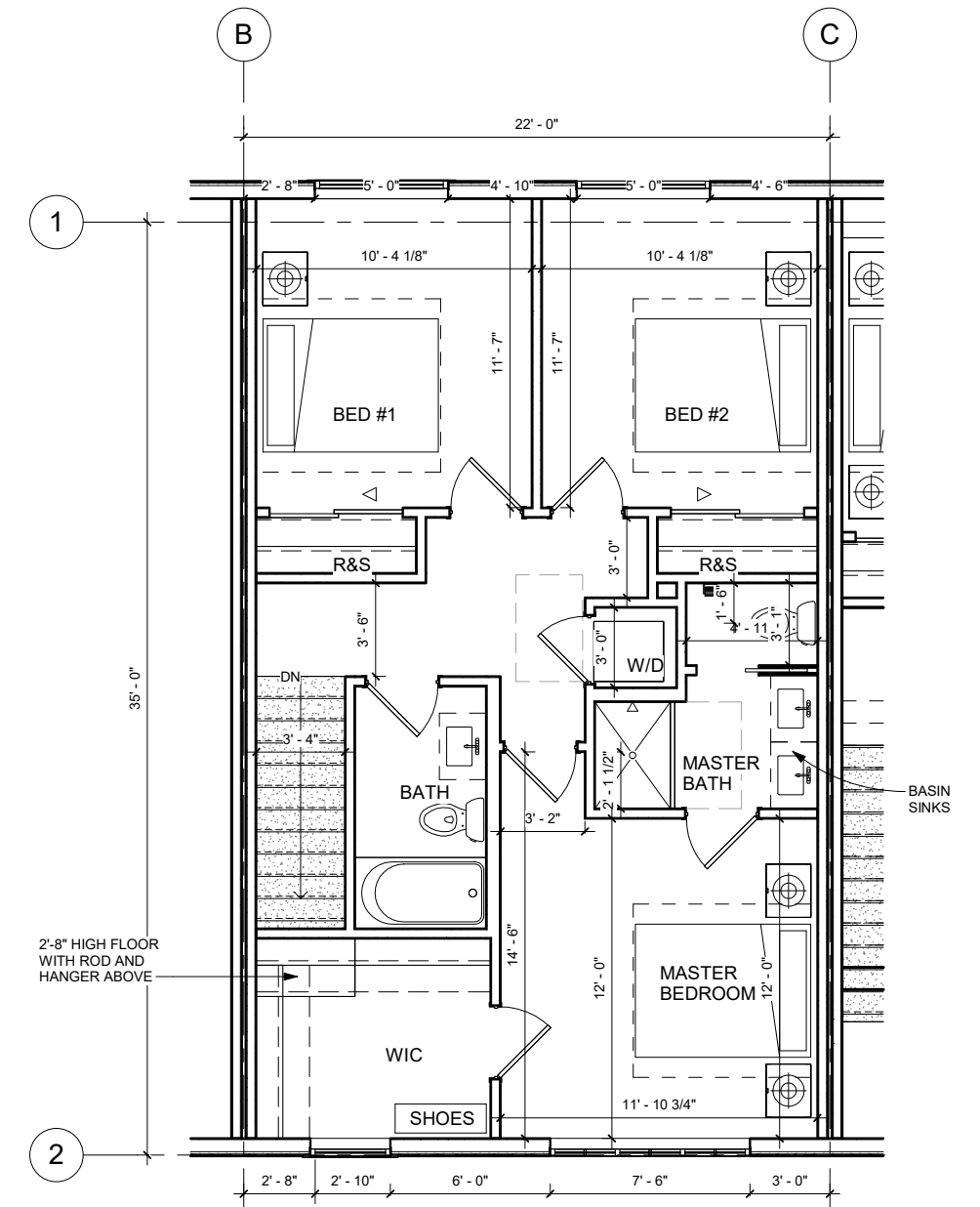




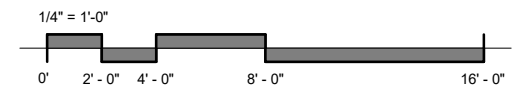
① FIRST FLOOR TOWNHOMES
1/4" = 1'-0"

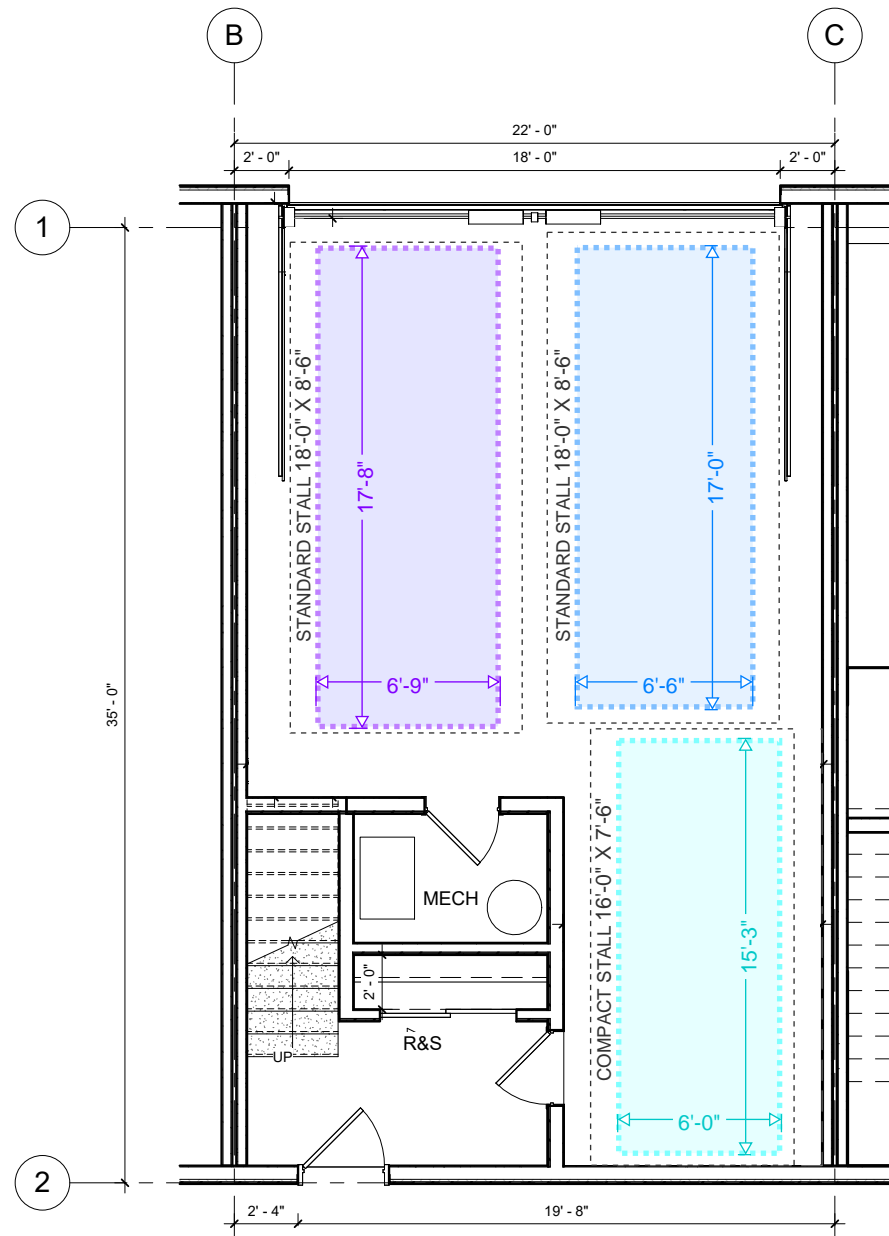


② SECOND FLOOR TOWNHOMES
1/4" = 1'-0"



③ THIRD FLOOR TOWNHOMES
1/4" = 1'-0"





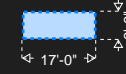
1 FIRST FLOOR TOWNHOMES
1/4" = 1'-0"

EXAMPLE CAR SIZES AND COMPARISON TO STANDARD AND COMPACT STALLS INSIDE TOWNHOME GARAGE



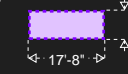
Toyota Sienna
(Most Common Mini-Van in the US)

Dimensions:
17'-0" LONG
6'-6" WIDE
5'-9" TALL



Cadillac Escalade
(Extra Large SUV)

Dimensions:
17'-8" LONG
6'-9" WIDE
6'-5" TALL

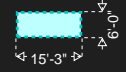


SUV Size Categories (w/ length)

- Sub-Compact SUV : 13'-8"
- Compact SUV : 14'-6"
- Small SUV : 15'-4"
- Medium SUV : 16'-3"
- Large SUV : 17'-0"
- Extra Large SUV : 17'-0"+

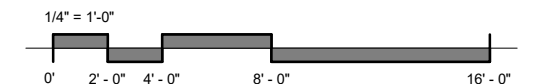
Toyota RAV4
(Most Common SUV in the US)

Dimensions:
15'-3" LONG
6'-0" WIDE
5'-8" TALL



Ford F150

Dimensions:
17'-4" LONG
6'-8" WIDE
6'-4" TALL





MARSH RUN II

EXISTING WOODLAND BUFFER TO REMAIN

PROPOSED THREE STORY TOWNHOMES @ 36' IN HEIGHT

EXISTING THREE STORY TOWNHOMES @ 36' IN HEIGHT

WAYZATA BLVD

FAIRFIELD RD

THE BIRKE





MARSH RUN II

WAYZATA

EXISTING WOODLAND BUFFER TO REMAIN

PROPOSED THREE STORY TOWNHOMES @ 36' IN HEIGHT

EXISTING THREE STORY TOWNHOMES @ 36' IN HEIGHT

THE BIRKE

FAIRFIELD RD

SURVEY AND CONFIRM HEALTHY TREE DRIP LINES ON ADJACENT PROPERTY, AND SET BUILDINGS BACK ACCORDINGLY





FAIRFIELD RD

THE BIRKE

WAYZATA BLVD





FAIRFIELD RD

MARSH RUN II BEYOND

DOCK SECTION TO WALKING TRAIL

MAILBOXES

ALIGN DRIVE AISLES

THROUGH BLOCK PEDESTRIAN CONNECTION TO WALKING TRAIL AND PET PARK

THE BIRKE DROP OFF AND SHORT TERM PARKING





THE BIRKE

FAIRFIELD RD

PROPOSED THREE STORY TOWNHOMES @ 36' IN HEIGHT

SURVEY AND CONFIRM HEALTHY TREE DRIP LINES ON ADJACENT PROPERTY, AND SET BUILDINGS BACK ACCORDINGLY

EXISTING THREE STORY TOWNHOMES @ 36' IN HEIGHT





FRONT EXTERIOR ELEVATION
SCALE: 3/32" = 1'-0"

DOWNSPOUTS PIPED TO FILTRATION BASIN

LIGHT SCONCE
DARK CULTURED MASONRY

ENTRY ROOF PROJECTION

LAP MIX
(2) CUSTOM COLORS

DARK CULTURED MASONRY



REAR EXTERIOR ELEVATION
SCALE: 3/32" = 1'-0"

DOWNSPOUTS PIPED TO FILTRATION BASIN

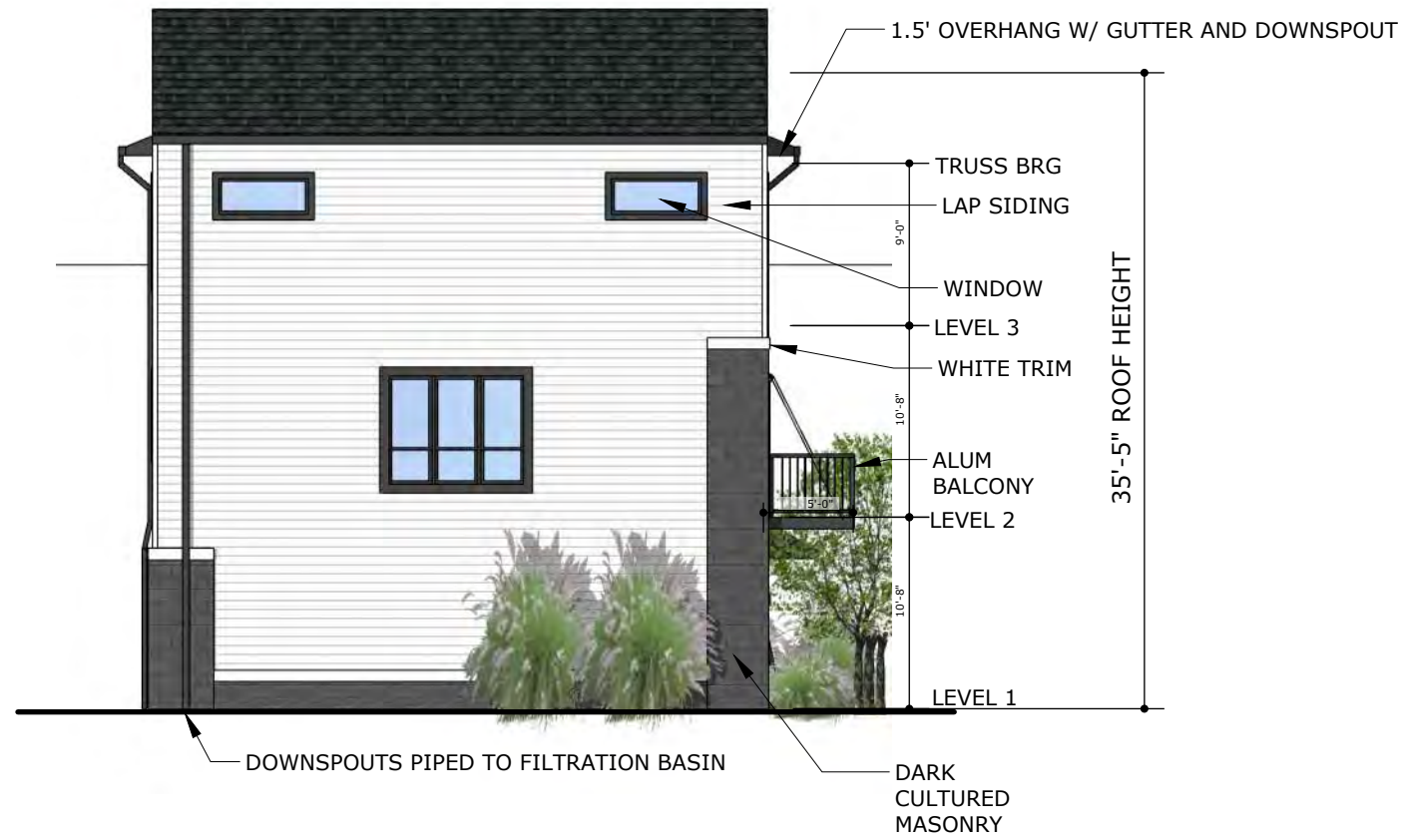
WALL PACK LIGHT FIXTURE
TYP. OVER EA. GRAGE DOOR

GREY LAP SIDING
8' X 18' GARAGE DOOR

5.25" TRIM

DARK CULTURED MASONRY





SIDE EXTERIOR ELEVATION
SCALE: 3/32" = 1'-0"



9 AM

12 PM

3 PM

6 PM

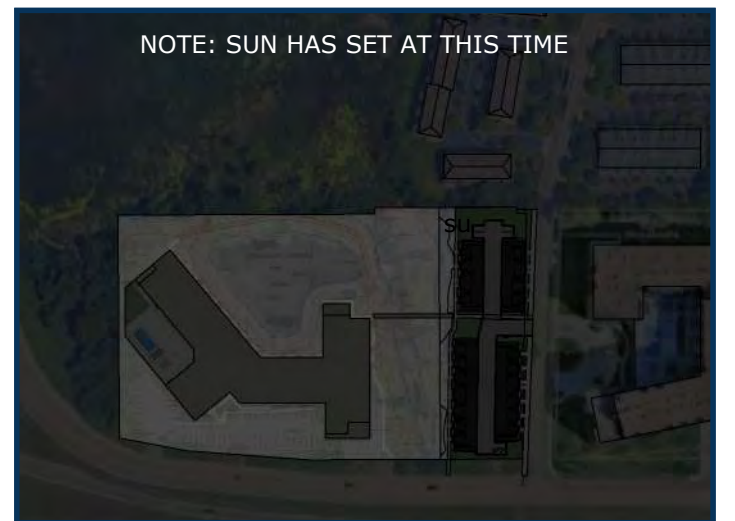
MAR / SEPT 21ST



JUNE 21ST



DEC 21ST



Marsh Run III, Minnetonka, MN SHADOW STUDIES

SCALE: 1" = 300'

December 24, 2024

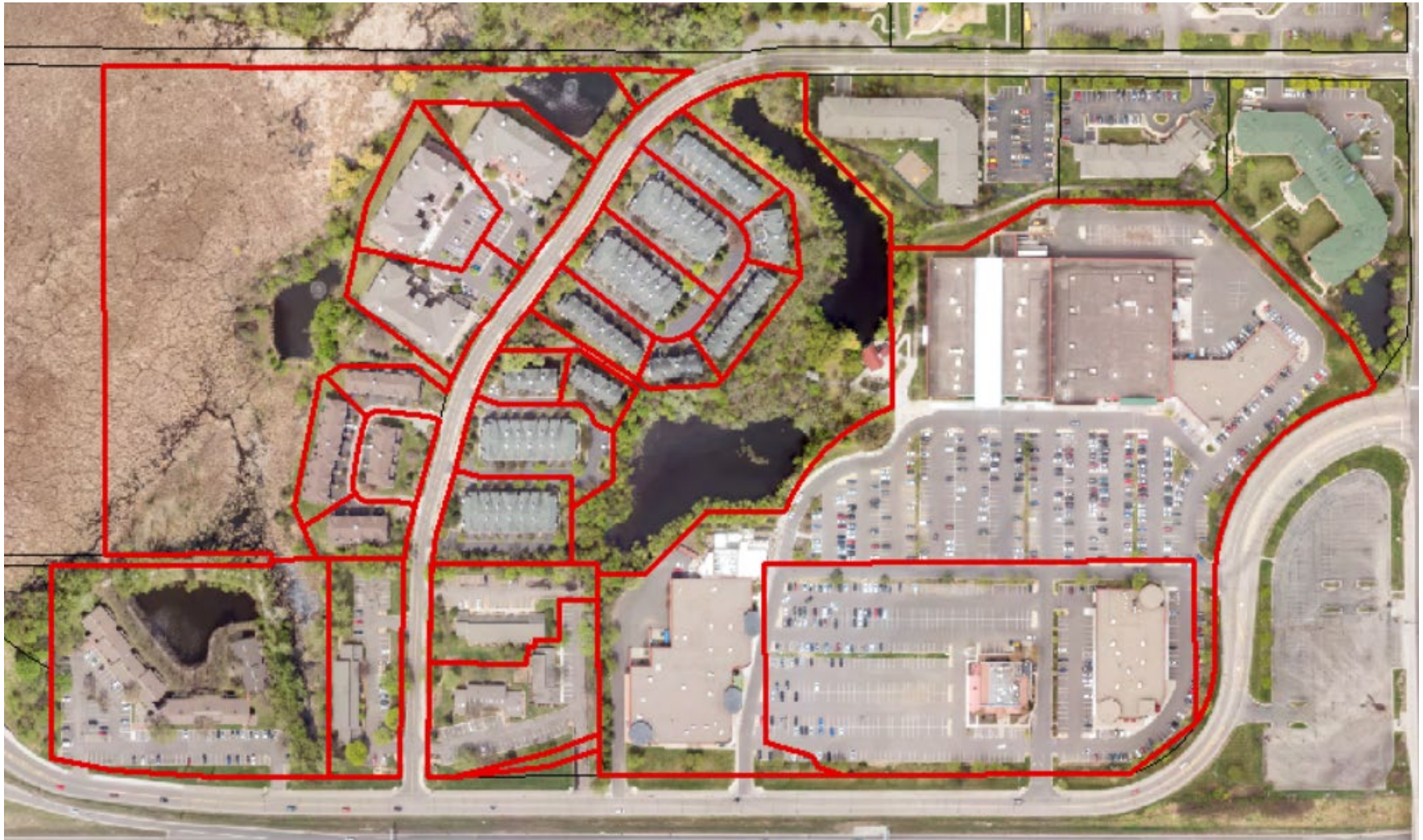


Marsh Run III, Minnetonka, MN

CONTEXT: THE BIRKE

December 24, 2024





NOTIFICATION AREA

February 18, 2025

Minnetonka City Council
Minnetonka City Hall
14600 Minnetonka Boulevard
Minnetonka, Minnesota 55345

Dear Mayor Wiersum and Minnetonka City Council Members,

As members of the Board of Directors of Gables of West Ridge and residents living very close to the proposed Marsh Run III development at 11800 Wayzata Blvd. we are keenly invested in the plans and approval process for the project. We participated in the August 15, 2024 planning commission meeting and attended the September 9, 2024 City Council meeting with great interest. We have also attended the informal presentations by the Developer and asked numerous questions of City Planning Staff. Based on the comments from the City Council members at the September meeting we are thankful that everyone on the Council seems to share our concerns about the project.

- **Lack of green space** – the proposed design with 25 rental units in two rows and asphalt parking with 6 or 7 parking spaces in between does not have any no or very, very little designated green space on the property. The predictable result will be tenants using our private property to exercise their pets. We have seen a significant increase in the use of our property and clean up issues since the opening of the Birke (175 units) and expect more of the same when Marsh Run II opens (198 units) next spring. We don't believe it is fair to expect us to accommodate increased usage of our private property while the Developers are ignoring it for their financial benefit.
- **Lack of sufficient parking** – Doran representatives have acknowledged the problem of insufficient parking at the Birke. When proposing the Birke project they used the parking lot of 11800 Wayzata Blvd. as a key solution to the Birke parking issue. They also stated they had no plans to develop the 11800 Wayzata Blvd. property with the inference it would remain as the overflow parking solution. At best, the Developer's statement at the time was disingenuous and at worst it was a blatant untruth. Honesty aside, elimination of the current "overflow" parking by developing the 11800 Wayzata Blvd. site will clearly make the overall parking situation in the area dramatically worse.
 - Development of 11800 Wayzata Blvd. will eliminate the overflow spaces currently used by Birke residents and guests. Those cars will need to park somewhere which will most likely be in spaces on our private property that are designated for our residents or in currently designated "No Parking" areas on Fairfield Road or further up on Fairfield Road, the latter two which make the area more dangerous for kids, walkers, pets and drivers and will consume Minnetonka Police resources to manage compliance.

- When Marsh Run II opens with 198 units with only slightly more indoor parking per unit than at the Birke, it is fairly predictable that there will be additional parking pressure in the area.
- The proposed 25 units at 11800 Wayzata Blvd. are primarily 3 bedrooms and the anticipated rental price point makes it most likely that 2 – 3 or possibly 4 adults will be living in most units. As a result, there will likely be 2, 3 or 4 cars associated with most units. In addition, if you add boyfriends/girlfriends to the mix it could be as many as 4 – 6 cars for a unit. This makes the current plan for 6 to 7 parking spaces seem vastly insufficient. Despite the fact that the Developer’s design plans now show 2 car garages with capacity for 3 cars, the challenge of managing that parking format would most certainly result in the 3rd / 4th and other cars looking for spaces in the area with easier access.
- **Environmental impact** – The adjacent wetlands have already suffered significant disruption due to construction. Expanding the construction window for another 12 – 18 months increases the environmental pressure and damage. In addition, the Developer’s plan to simply plow snow, salt and chemicals from the parking area into the wetlands will likely result in additional damage and definitely conflicts with Minnetonka’s commitment to environmental sustainability.
- **Non-Stop Construction** – We all want the Minnetonka community to thrive and we support thoughtful development and new residents. However, after constant construction for the past 2 – 3 years our neighborhood needs a reprieve. Moving forward with the 11800 Wayzata Blvd. project will add another 12 – 18 months of significant noise, construction mess and congestion. It certainly feels like our neighborhood has been shouldering more than our fair share of the burden of recent development in Minnetonka and we don’t want to see existing residents leave the area due to frustration with the constant construction.


A number of residents raised the issues outlined above at the Planning Commission meeting on August 15, 2024 and at two open informational meetings held at the Birke. The most recent was within the last 30 – 45 days. We are aware that the developer has been working with City staff, but we were very disappointed and frustrated that it has not resulted in more substantive changes to address our concerns before the presentation to the City Council on September 9, 2024. The reduction of one unit, refactoring the design of the units to say they now have 3 car parking capacity per unit and a few other tweaks to set backs, etc. do not address the fundamental concerns raised at the planning commission meeting or in this letter. We can only assume making the changes necessary to address the concerns of the residents and echoed by the City Council would make the project impossible to finance or unable to meet the Developer’s financial return requirements.

On behalf of the Board of Directors of the Gables at Westridge and our 104 units, we respectfully urge you to deny the permit requests for 11800 Wayzata Blvd. at this time. Please give the residents of our neighborhood a break from the noise, mess and congestion and at least let the “dust settle” until after the Marsh Run II project is completed. Then let’s see the impact on the parking, traffic and the wetlands before approving another project in our neighborhood.

Thank you for your consideration.

Sincerely,

DocuSigned by:



Kristine Wilhm, Gables of West Ridge - HOA Board President

DocuSigned by:



Kristine Gaustad, Gables of West Ridge – HOA Board Treasurer

DocuSigned by:



Jeffrey Ringer, Gables of West Ridge – HOA Board Secretary

Signed by:



Mary Salstrom, Gables of West Ridge – HOA Board Member

DocuSigned by:



Laura Cohen, Gables of West Ridge – HOA Board Member

Ordinance No. 2025-

**An ordinance rezoning the property at 11800 Wayzata Boulevard from
Planned I-394 District (PID) to planned unit development (PUD)
and adopting a master development plan**

The City Of Minnetonka Ordains:

Section 1. Background

1.01 The subject property is located at 11800 Wayzata Boulevard. It is legally described as:

Lot 2, Block 1, Carlson Center Eighteenth Addition, Hennepin County, Minnesota

1.02 Inland Development Partners is requesting a rezoning from PID to PUD and approval of a master development plan to facilitate the redevelopment of the subject property. As proposed, an existing office building would be removed, and 25 three-story, rental townhomes would be constructed.

Section 2. Findings

2.01 The proposal is consistent with the site's mixed-use designation in the comprehensive guide plan.

2.02 The proposal would advance the city's community-wide goal within the comprehensive plan and strategic goal of diversifying housing options.

2.03 The proposal would be appropriately integrated into the surrounding development.

Section 3. Action

3.01 The subject property is hereby rezoned from PID to PUD.

3.02 Approval is subject to the following conditions:

1. The site must be developed and maintained in substantial conformance with the following plans unless modified by the conditions below:

- Site Plan, dated Jan. 21, 2025
- Tree Preservation Plan, dated Jan. 21, 2025
- Grading Plan, dated Jan. 21, 2025
- Utility Plans, Jan. 21, 2025
- Landscape Plan, Jan. 21, 2025
- SWPPP- Proposed Conditions, Details, Narrative, and Attachments,
- Building Elevations, dated Dec. 24, 2024
- Building Floor Plans, dated Dec. 24, 2024

Together with the use description noted in Section 1.02 of this ordinance, the above plans constitute the approved master development plan.

2. The development must further comply with all conditions outlined in City Council Resolution No. 2025-__, adopted by the Minnetonka City Council on _____, 2025.

Section 4. A violation of this ordinance is subject to the penalties and provisions of Chapter 13 of the city code.

Section 5. This ordinance is effective immediately.

Adopted by the city council of the City of Minnetonka, Minnesota, on _____, 2025

Brad Wiersum, Mayor

Attest:

Becky Koosman, City Clerk

Action on this ordinance:

- Date of introduction: March 3, 2025
- Date of adoption:
- Motion for adoption:
- Seconded by:
- Voted in favor of:
- Voted against:
- Abstained:

Absent:

Ordinance adopted.

Date of publication:

I certify that the foregoing is a correct copy of an ordinance adopted by the city council of the City of Minnetonka, Minnesota at a regular meeting held on _____, 2025.

Becky Koosman, City Clerk



CITY OF MINNETONKA

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

TO: City Council

FROM: Susan Thomas, AICP, City Planner

DATE: March 3, 2025

SUBJECT: Item 12A addendum for March 3, 2025, City Council Meeting

ITEMS 12A – Items concerning Marsh Run III

- The Supplemental Background report indicates that the proposal requires site and building plan review, with a maximum floor area ratio variance. This language was carried over from a previous report and in error. As a PUD, there is no specific limit on FAR. Instead, if the council were to choose to approve the project at a future date, the FAR would be part of that approval.
- The attached comment was received.

From: [REDACTED]
To: [REDACTED] [Julie Wischnack](#); [Rebecca Schack](#);
[Deborah Calvert](#)
Subject: Re: Marsh Run III
Date: Monday, March 3, 2025 11:57:48 AM

Thank you for the notice of the meeting tonight Susan.

I have copied in my board president, vice president and treasurer for westridge townhouses (Fairfield Court).

Our assoc won't have a letter in time for the meeting tonight but we have previously expressed some of our concerns.

Could you please add a statement to the intro packet that our direct neighboring association is alined with the gables opposition. You may use this email if it's still possible to include?

We also think it's really important to correct some misinformation previously given to the council....

At the last city council meeting (for the first version of this proposal) the city said that our neighboring associations are a "mix of owned and rental units".

This was incorrect and misleading.

All 3 of our townhome and condo associations are individually owned units. As owners we do have the ability to rent our homes privately. This is no different than a single family home owner may. We have no rental office and we pay the same property tax base as single family homes. I ask you to please correct this information tonight.

Also can you tell us if this has been scheduled on the planning calendar yet and if so what will be the meeting date for this proposal?

Thank you
Pam Lewis
980 Fairfield Court

On Mar 3, 2025, at 10:59 AM, Pamela Lewis <pamelalewis980@

From: Susan Thomas <sthomas@minnetonkamn.gov>
Date: March 3, 2025 at 10:40:12 AM CST

[REDACTED]

Subject: Marsh Run III

Pam and Sara,

Just a quick note in case you have not check the project page. The city council will introduce the Marsh Run III project at this evening's meeting. As you likely recall, introduction is simply a procedural step; the council must refer the project to the planning commission. At the meeting, I will

give a brief/high level presentation outlining the previous concept plan/concept plan comments and then outline the current proposal. No staff recommendations are made and no public comment is taken. Instead, the council will give direction to staff and the commission on what they would like the upcoming review to focus on.

(I did receive a letter from the Gables of Westridge HOA outlining concerns, which I included in the council packet.)

Let me know if you have any questions.

Regards,
Susan

<!--[if !vml]-->

[<image003.png>](#)

<!--[endif]-->**Susan Thomas, AICP** | She, Her, Hers
City Planner
City of Minnetonka | minnetonkamn.gov

14600 Minnetonka Blvd. | Minnetonka, MN 55345
Office: 952-939-8292

CAUTION: This email originated from outside of the organization. Do not click links or open unexpected attachments unless you recognize the sender and know the content is safe.

**City Council
Agenda Item 13.A
Meeting of March 3, 2025**



Title: On-sale wine and on-sale 3.2 percent malt beverage liquor licenses for Abang Yoli Minnetonka, LLC, dba Abang Yoli at 12934 Minnetonka Blvd.

Report from: Fiona Golden, Community Development Coordinator

Submitted Through: Julie Wischnack, FAICP, Community Development Director
Corrine Heine, 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: 4 votes

Summary Statement

Abang Yoli Minnetonka, LLC, has submitted an application for an on-sale wine and 3.2% malt beverage licenses in the space formally occupied by People’s Organic Coffee & Wine Café. The applicants, Kungwon (Jamie) Yoo, Laurence Herbert, and Luke Januszewski, propose operating an Asian fast-casual, counter-service restaurant. The city council is required to hold two public hearings to consider the licenses and receive public testimony.

Recommended Action

Motion to continue the public hearing to April 7, 2025, for final consideration.

Strategic Profile Relatability

Safe & Healthy Community

Financial Consideration

No

Background

Business ownership

Abang Yoli is owned by Jamie Yoo (37.5%), Laurence Herbert (37.5%), and Luke Januszewski (25%). This will be the third location for the applicants. They currently operate two locations in Minneapolis, one at Malcolm Yards food hall and one on Nicollet Avenue. The planned restaurant will be open for brunch, lunch, and dinner and will offer food inspired by Korea, Malaysia, and the Philippines.

Business operation description

The restaurant will be open daily from 9 am – 9 pm. The owners anticipate employing 8 - 12 full-time and 6 - 8 part-time employees. All staff members responsible for serving liquor must take online alcohol server training from KLB Inc. in conjunction with MLBA. The restaurant has seating for 76 indoors and 16 outdoors. The projected food-to-liquor ratio will be 60% food and 40% liquor. The restaurant is anticipating to open in May.

The location has previously been a restaurant and can operate under the existing conditional use permit as it has been active in the last year.

Application information and license fees have been submitted. The police department's investigative report on this application is pending and will be forwarded to the council prior to the continued public hearing on April 7, 2025.

ATTACHMENTS:

[Business Information](#)

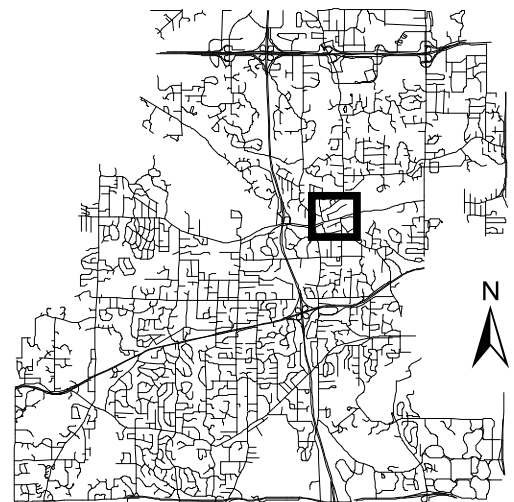


LOCATION MAP



Project & Applicant: Abang Yoli Minnetonka, LLC

Address: 12934 Minnetonka Blvd



This map is for illustrative purposes only.



ORDER NOW

Menu

NICOLLET MENU

MAINS

KOREAN STYLE BONELESS CHICKEN

fried *or* chargrilled free-range chicken ✨

spicy gochujang *or* sesame ginger garlic served with house pickles *or* kimchi slaw

two-piece \$14 | four-piece \$24 | six-piece \$31 | eight-piece \$36

CHICKEN SANDWICH

fried *or* chargrilled breast

spicy gochujang *or* sesame ginger garlic japanese milk bun, pickled vegetables, asian mayonnaise, tomato, lettuce **\$14**

BAO

housemade steam bun, choice of filling, seasonal toppings
chicken thigh \$4.50 | bulgogi short rib \$5.50 | grilled tofu \$4.50
| char siu \$4.50

SSAM

artisan lettuce, ssamjang, garlic chive kimchi (DF)
grilled chicken thigh \$15 | chicken sausage \$13 | grilled tofu \$13
| pork belly \$16 | bulgogi short rib \$20

CHAR SIU

house marinated cantonese bbq pork, cucumber, pickled jalapeño,
jasmine rice **\$16**

RICE NOODLE SALAD

tamarind vinaigrette, pickled mushroom, grilled Abang chicken sausage,
fried egg, nori, green onion, cilantro (GF/DF) **\$13**

SWEET POTATOES

grilled marinated sweet potatoes, crunchy chili oil, asian mayo, pickled
fresno, toasted coconut, thai basil **\$12**

ABANG DOG

made in house, chicken sausage, artisan bun, seasonal condiments **\$11**

VEGAN RED CURRY

rice noodles, coconut milk, grilled seasonal vegetable, tomatoes, tofu **\$16**

add protein: chicken +3 | tofu +2

DIETARY KEY

 dairy free  gluten free

 vegetarian  vegan  spicy


SAUCES

asian mayo

garlic nori ranch

sesame ginger garlic 

gochujang  

chili crunch   

hot habanero    

dietary information

SIDES

STEAMED JASMINE RICE  

galangal, lemongrass, fried onion, scallion **\$5**

ASIAN FRIES 

crispy leeks, cilantro, sliced chili, nori salt **\$6**

KIMCHI SLAW  

shredded cabbage, carrot, scallion, daikon, sesame **\$6**

HOUSE PICKLES

daikon, carrots, cucumber, radish, onion **\$5**

SWEETS

TRIPLE CHOCOLATE COOKIE

dark chocolate, milk chocolate & white chocolate **\$4.50**

CITRUS BROWN BUTTER BROWNIE

housemade **\$4**

DIETARY KEY

 dairy free  gluten free

 vegetarian  vegan  spicy

SAUCES

ASIAN MAYO

Mayonnaise, Sesame seeds, Sesame oil & Salt –rich and creamy texture of our Asian Mayonnaise, a delightful blend of classic mayonnaise, sesame seeds, and sesame oil, all balanced with a hint of salt to enhance the sesame goodness

GARLIC NOIRI RANCH 🌿

Savor the twist on a cooling creamy classic, crafted with mayonnaise, garlic, buttermilk, and sour cream, elevated with fresh herbs, lemon juice, and powdered nori for an umami-packed delight.

SESAME GINGER GARLIC 🍷🌿

An aromatic and mustardy concoction infused with lemongrass and galangal, and perfectly seasoned with dijon mustard for a captivating taste experience.



GOCHUJANG 🍷🌿🌱

Experience the sweet, fermented, and funky essence of Gochujang, masterfully made with Korean chili flakes for a distinctively deep and complex flavor profile.



CHILI CRUNCH 🍷🌿🌱

A textured and crunchy sensation featuring star anise, Sichuan peppercorn, toasted garlic, shallots, and crunchy peppers for an explosion of flavor in every bite.



HOT HABANERO 🍷🌿🌱

Elevate your taste buds with our high spice level sauce, a fruity and fragrant fusion that packs a punch, made with habanero peppers, carrots, ginger, lemongrass, orange juice, liquid palm sugar, and vinegar for an unforgettable fiery flavor.

Abang – *Brother (Malaysian)*
Yoli – *Cuisine (Korean)*

OVERVIEW

Abang Yoli offers an interpretation of Asian cuisine; melding elements found in the Southeast region such as Malaysia and the Philippines, with the East region, like Korea and Japan. All the unique yet comforting flavors known in Asian cookery can be found in Abang Yoli dishes while providing options to respect the modern-day diet.

BIO

Chef Jamie Yoo, born in Korea, immigrated to the United States as a young teen. His culinary education started in high school where he received a certification from the Advanced Culinary Arts Program through the Washington Network for Innovative Careers. With perseverance and desire to learn, he attended the Culinary Institute of America in New York. Jamie has since worked in the kitchens of several reputable and award-winning chefs such as Bryan Voltaggio, Gary Danko, Michael Mina, Gavin Kaysen and Ben Shewry.

Jamie's knowledge and technical skill flourished in the fine-dining setting, but his passion always remained in Asian cuisine. Now in 2021, the vision to create a meaningful example of contemporary Asian cuisine is made possible by earning a spot at the Malcolm Yards. Abang Yoli is a concept celebrating the values and cultures of both Eastern and Southeastern Asia cuisine while providing a thoughtful approach to the modern diet. Offering options for gluten-free, dairy-free and low-carb; Jamie honors the tastes and traditions he grew up with.

Laurence Herbert Bio 2022

Chef Laurence joined the Minikahda team in September 2020. As the Chef de Cuisine, he leads the a la carte and tasting menus in all venues. He brings 20+ years of extensive culinary experience to Minikahda. He is Michelin star trained and has worked in establishments trained across 3 continents.

Chef De Cuisine, Bellecour , Wayzata, MN
Executive Head Chef, Kaibo Yacht Club, Kaione – Cayman Islands, BWI
Senior Sous Chef, Auberge Du Lac Brocket Hall, Hertfordshire, U.K.
Executive Chef / Culinary advisor, Pips Bistro, KL, Malaysia
Chef de Partie, The Berkeley Square , London
Chef de Partie, Café Med Ltd , London
Chef de Partie, Quaglino's, Green Park , London

Bio - Luke Januszewski

I'm a 2014 graduate of St. John's University and have lived in Minnetonka since 2017. Through a multitude of concepts, I have been active in restaurant back-offices for 15 years. Merging together my favorite food into my favorite community has been a career long goal and I'm wonderfully excited to have the opportunity to do so with Abang Yoli.

I look forward to walking from our house with my wife and son to have lunch here in the Summer!

**City Council
Agenda Item 13.B
Meeting of March 3, 2025**



Title: Change in ownership for an existing on-sale brewer's taproom and Sunday liquor license, and off-sale intoxicating liquor license to Unmapped Brewing Company, LLC, 14625 Excelsior Blvd.

Report from: Fiona Golden, Community Development Coordinator

Submitted Through: Julie Wischnack, FAICP, Community Development Director
Corrine Heine, 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: 4 votes

Summary Statement

The city has been notified of an ownership change at Unmapped Brewing Company. The city council is required to hold two public hearings to consider the applications and receive public testimony.

Recommended Action

Motion to continue the public hearing to April 7, 2025, for final consideration.

Strategic Profile Relatability

Safe & Healthy Community

Financial Consideration

No

Background

In Oct. 2016, Unmapped Brewing Company, LLC, was granted an on-sale brewer's taproom and off-sale liquor license for growlers and small containers. The owners at that time were Megan and Jade Park. They operated the taproom until Feb. 2025, when founding board member Nathan Geske and head brewer Derek Allmendinger became majority shareholders. The new ownership will purchase the business once the licenses have been approved. Jade will continue to be an advisor at Unmapped Brewing for the remainder of 2025. The change in ownership necessitates approval from the city council.

The proposed ownership is:

- Nathan Geske – 38.13%
- Derek Allmendinger – 28.75%
- Black Dog Investment Group – 9.38%
- Other investors – 23.74%

Business operations

Unmapped Brewing Company LLC plans to continue the taproom's day-to-day operation with no immediate changes to the brewery and adjoining Basecamp coffee shop. Derek intends to be the full-time general manager of the establishment. He meets the 75-mile residency requirement of the city's ordinance.

Application information and fees have been submitted. The police department's investigative report on this application is pending and will be forwarded to the council prior to the continued public hearing on April 7, 2025.

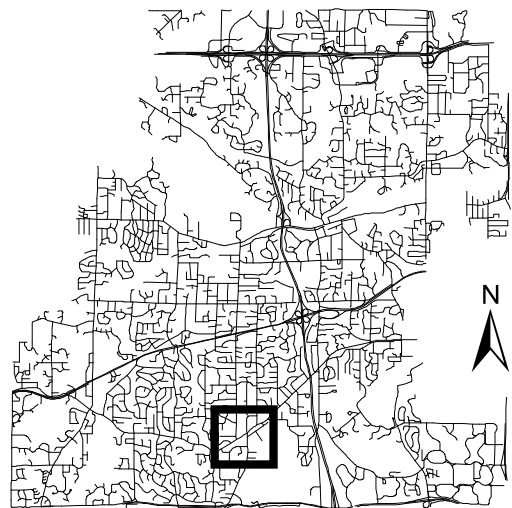
ATTACHMENTS:

[Business Information](#)



Location Map

Project: Unmapped Brewing Co
 Address: 14625 Excelsior Blvd



This map is for illustrative purposes only.

Ownership for Unmapped Brewing Co LLC

As of 02/04/2025

Pro- Forma Unmapped Brewing Co LLC Capital Structure

| | Series A | | | Series B | | | Total |
|---|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | Shares | % of Outs | % of Profit | Shares | % of Outs | % of Profit | % of Profit |
| Nathan Geske (Kaiser Capital, LLC) | 150,000 | 20.00% | 7.50% | 245,000 | 49.00% | 30.63% | 38.13% |
| Derek Allmendinger (Viochar, LLC) | - | 0.00% | 0.00% | 230,000 | 46.00% | 28.75% | 28.75% |
| Circle Investments LLLP, d/b/a Black Dog Investment Group | 150,000 | 20.00% | 7.50% | 15,000 | 3.00% | 1.88% | 9.38% |
| Julie and Doug Knapp | 100,000 | 13.33% | 5.00% | 10,000 | 2.00% | 1.25% | 6.25% |
| All Others (57 individuals)* | 350,000 | 46.67% | 17.50% | - | 0.00% | 0.00% | 17.50% |
| Total | 750,000 | 100.00% | 37.50% | 500,000 | 100.00% | 62.50% | 100.00% |

Notes:

* There are 57 additional investors of the Series A Pfd, none greater than 1% share of profits

**City Council
Agenda Item 13.C
Meeting of March 3, 2025**



Title: Use of the Community Investment Fund to finance renovation of the Ice Arena Rink B Refrigeration Improvement Project

Report from: Kevin Maas, Facilities Manager

Submitted Through: John Heckmann, Ice Arena Manager
Will Manchester, P.E., Public Works Director
Kelly O’Dea, Recreation Director
Darin Nelson, Finance Director
Corrine Heine, City Attorney
Mike Funk, City Manager

Presenter: Will Manchester, P.E., Public Works Director

Action Requested: Public Hearing and Motion

Form of Action: Report

Votes needed: 5 votes

Summary Statement

Bids for the Ice Arena Rink B Refrigeration Improvement Project were rejected at the Nov. 18, 2024 council meeting due to lack of comparable bids and variation from the engineer’s estimate, with intent to bring back to council at a future date with a revised approach for the project. The project proposes to install a new ammonia refrigeration system for Rink B and to replace the existing R-22 refrigerant and refrigeration equipment, which has expended its useful life. The project, in addition to replacement of the system, further includes operating equipment, refrigeration controls, electrical, plumbing and structural improvements to support the system.

Recommended Action

1. Open the public hearing and accept comments, if any.
2. Continue the public hearing to May 19, 2025.
3. Motion to order the improvements, accept the plans and specifications and authorize the advertisement for bids for Ice Arena Rink B Refrigeration Improvement Project.

Strategic Profile Relatability

Infrastructure & Asset Management

The Ice Arena Rink B Refrigeration Improvement Project includes replacement of the refrigeration system to extend the operational life of the facility as well as provide energy savings and efficiencies.

Financial Consideration

Yes

The Ice Arena Rink B Refrigeration Improvement Project is budgeted in 2025 of the 2025 – 2029 Capital Improvement Program through the use of the city's Community Investment Fund.

Background

See attached Supplemental Background Report.

ATTACHMENTS:

[Supplemental Background Report](#)

[Plans](#)

Supplemental Background Report

Minnetonka Ice Arena A was constructed in 1968 and funded by community volunteers who were associated with the Hopkins Youth Hockey Association. Shortly after opening the new ice arena, an architectural flaw required that the new facility be shut down for re-enforcement of the roof support system. To avoid going without a facility during the first year, the decision was made to pipe in an adjacent auxiliary structure which was covered by an air structure or "bubble."

Once the roof structure was secured, the private group continued to operate both the main structure (now Arena A) and the bubble until they could no longer do so financially. Both sheets of ice were turned over to the City of Minnetonka in 1975. In 1988, the bubble was replaced with a permanent facility now referred to as Ice Arena Rink B.

The existing refrigeration system in Arena B was installed in 2003 and uses a combination of glycol and R22 refrigerant. The system is an "indirect" system, which means that the source of cooling is circulation of glycol refrigerant directly into the rink floor which is then cooled by R22 refrigerant. While this method of cooling (providing an ice surface) is efficient in many ways, it has become extremely expensive because of the rising costs of R22 refrigerant. The U.S. Environmental Protection Agency banned the production and import of R22 refrigerant on Jan. 1, 2020. As a result, ice arenas using direct R22 refrigerant need to replace these systems with an alternative form of cooling or risk not being able to secure or afford R22 refrigerant needed to operate the system. For most arenas, including Minnetonka, the preferred replacement system is using ammonia to glycol which is circulated through the rink floor.

At the Nov. 18, 2024 council meeting, bids were rejected based on the bid amount received from one bidder, lack of sufficient comparable bids and variation from the engineer's estimate. Further at that time, it was noted the intent to return in early 2025 to council for future consideration to rebid. At this time, staff has completed further evaluation of the market and included considerations for revised project approaches of extended timeframe for work, revisions to equipment and changes to current scope to better match the current budget. These include one-year lead time for construction, extended timeframe for work to 15 weeks and alternate equipment options.

Proposed Improvements

The proposed improvements include installation of a new ammonia refrigeration system for Rink B including demolition and removal of existing R-22 refrigerant and refrigeration equipment, wiring, and HVAC, as well as installation of new refrigeration equipment, HVAC, electrical, plumbing, and structure to support the new system. The system would include a new ammonia dispersion tank, with ammonia detection and alarm system to maintain the safe operation, including auto-dialer to communicate any alarms to personnel directly. Mechanical and electrical systems would include installation of new code-compliant ventilation system, pumps, compressors, and control panel for the system.

Bid alternates would be included in the project for condenser modifications and fencing, as well as specification revisions for consideration of approved equal equipment to allow additional flexibility and operation of the system. Consideration of alternates would be based on bid price received at the time of bid.

The project does not include the existing rink floor, sub-floor, boards, glass, and hot and cold glycol supply and return mains, which are not in need of replacement at this time.

Estimated Project Costs and Funding

The total estimated construction cost, including engineering, administration and contingency, for the Ice Arena B Refrigeration Improvements Project is \$2,000,000. The 2025 – 2029 Capital Improvements Program (CIP) includes \$2,000,000 for the project which is proposed to be funded through the Community Investment Fund (CIF).

The budgeted amounts for the project are shown below and the fund balance can support the estimated project costs.

| | Budget Amount | Proposed Funding | Expense |
|--|----------------------|-------------------------|--------------------|
| Construction Costs | | | \$1,650,000 |
| Contingency | | | \$150,000 |
| Engineering, Admin, and Indirect Costs | | | \$150,000 |
| | | | |
| Community Investment Fund | \$2,000,000 | \$2,000,000 | |
| | | | |
| Total Budget | \$2,000,000 | \$2,000,000 | \$2,000,000 |

Schedule

The project anticipates a four-month construction period once all equipment is on-site and would be completed over the summer of 2026, during the off-season for the rink. Current customers and programs using Rink B will need to seek alternative bookings during the renovation. Currently, lead times in excess of six months exist for specific components of the system and would need to be ordered in advance of the project start.

Consideration of Expenditure from Community Investment Fund

In order to utilize funds available from the CIF, the city council must establish six findings based on Minnetonka City Code 230.025. The six findings are described below followed by a discussion of the issues supporting the use of CIF funds for the proposed Ice Arena Rink B Refrigeration Improvements.

Funding Source

CIF - Ice Arena B Improvements \$2,000,000

Finding #1 - The project has sufficient community-wide benefit as determined by a review of its intended users, the degree to which it addresses a community-wide need or problem, and its consistency with other City goals, programs or policies.

The Minnetonka Ice Arena currently provides 40% of the total ice time available for use by the Minnetonka and Hopkins community. Primary users of the facility include the Lake Minnetonka Figure Skating Club (LMFSC), Minnetonka Youth Hockey Association (MYHA), Hopkins Youth

Hockey Association (HYHA) and the boys and girls programs from both Minnetonka and Hopkins High Schools.

Ice arenas A & B are the only community ice arenas that allow for ice related programming outside of traditional hockey programs. All LMFSC programming, as well as the city's All Season Skating School, public skating sessions and adult hockey programs rely 100% on ice provided by the Minnetonka Ice Arena.

The Community Investment Fund has been used as the source of funding for three previous ice arena related projects. The first was in 1988 for the construction of Arena B; the second in 1997 when the Arena A roof was replaced; and third in 2015 to replace the Arena A refrigeration system.

Finding #2 - The project to be funded could not occur but for the use of the Community Investment Fund or a tax increase.

Historically, the financial goal of the Minnetonka Ice Arena facility is to operationally break even with revenues supporting expenditures. It has been understood that the operations budget is unable to generate revenues to cover significant capital costs such as the \$2,000,000 project currently proposed.

In previous years, the facility fell short of its operating financial goal primarily due to a number of factors, including construction of additional ice sheets in the near market, aging infrastructure and support spaces and demographic changes. Recently, the ice arena is experiencing an uptick in new user groups that had not previously used the space. This uptick in use can be partially attributed to other recent improvements to the facility. Collectively, all these improvements are intended to return the facility back to being financially sustainable.

The use of CIF funds is the preferred alternative to an increase in property taxes.

Finding #3 - The Community Investment Fund is not replacing funding from another previously programmed or available source.

The CIF is not replacing funds from another previous programmed or available source.

Finding #4 - The project has been included in at least two consecutive formally approved Capital Improvement Programs.

The project has been included in the 2023 – 2027 (year 2023) and 2024 -2028 (year 2025) approved Capital Improvement Programs.

Finding #5 - If principal is used, the project has the ability to reasonably repay the funds, and use of the principal does not exceed the equivalent of the last two years' investment earnings from the Community Investment Fund.

Use of CIF principal funding is not proposed for this project.

Finding #6 - An estimate of the ongoing annual operating and maintenance costs has been made and the source(s) for paying for such costs identified.

Once completed, staff estimates an annual \$33,000 reduction in ice arena operating expenditures directly related to increased efficiencies in utilities and reduced refrigeration and mechanical expenses.

Minnetonka Ice Arena A was constructed in 1968 and funded by community volunteers who were associated with the Hopkins Youth Hockey Association. Shortly after opening the new ice arena, an architectural flaw required that the new facility be shut down for re-enforcement of the roof support system. To avoid going without a facility during the first year, the decision was made to pipe in an adjacent auxiliary structure which was covered by an air structure or "bubble."

Once the roof structure was secured, the private group continued to operate both the main structure (now Arena A) and the bubble until they could no longer do so financially. Both sheets of ice were turned over to the City of Minnetonka in 1975. In 1988, the bubble was replaced with a permanent facility now referred to as Ice Arena Rink B.

The existing refrigeration system in Arena B was installed in 2003 and uses a combination of glycol and R22 refrigerant. The system is an "indirect" system, which means that the source of cooling is circulation of glycol refrigerant directly into the rink floor which is then cooled by R22 refrigerant. While this method of cooling (providing an ice surface) is efficient in many ways, it has become extremely expensive because of the rising costs of R22 refrigerant. The U.S. Environmental Protection Agency banned the production and import of R22 refrigerant on Jan. 1, 2020. As a result, ice arenas using direct R22 refrigerant need to replace these systems with an alternative form of cooling or risk not being able to secure or afford R22 refrigerant needed to operate the system. For most arenas, including Minnetonka, the preferred replacement system is using ammonia to glycol which is circulated through the rink floor.

At the Nov. 18, 2024 council meeting, bids were rejected based on the bid amount received from one bidder, lack of sufficient comparable bids and variation from the engineer's estimate. Further at that time, it was noted the intent to return in early 2025 to council for future consideration to rebid. At this time, staff has completed further evaluation of the market and included considerations for revised project approaches of extended timeframe for work, revisions to equipment and changes to current scope to better match the current budget. These include one-year lead time for construction, extended timeframe for work to 15 weeks, and alternate equipment options.

Proposed Improvements

The proposed improvements include installation of a new ammonia refrigeration system for Rink B including demolition and removal of existing R-22 refrigerant and refrigeration equipment, wiring, and HVAC, as well as installation of new refrigeration equipment, HVAC, electrical, plumbing, and structure to support the new system. The system would include new ammonia dispersion tank, with ammonia detection and alarm system to maintain the safe operation, including auto-dialer to communicate any alarms to personnel directly. Mechanical and electrical systems would include installation of new code-compliant ventilation system, pumps, compressors, and control panel for the system.

Bid alternates would be included in the project for condenser modifications and fencing, as well as specification revisions for consideration of approved equal equipment to allow additional flexibility and operation of the system. Consideration of alternates would be based on bid price received at the time of bid.

The project does not include the existing rink floor, sub-floor, boards, glass, and hot and cold glycol supply and return mains, which are not in need of replacement at this time.

Estimated Project Costs and Funding

The total estimated construction cost, including engineering, administration and contingency, for the Ice Arena B Refrigeration Improvements Project is \$2,000,000. The 2025 – 2029 Capital Improvements Program (CIP) includes \$2,000,000 for the project which is proposed to be funded through the Community Investment Fund (CIF). Use of CIF funds are required by ordinance to hold a public hearing on two separate days at least 30 days apart.

The budgeted amounts for the project are shown below and the fund balance can support the estimated project costs.

| | Budget Amount | Proposed Funding | Expense |
|--|----------------------|-------------------------|--------------------|
| Construction Costs | | | \$1,650,000 |
| Contingency | | | \$150,000 |
| Engineering, Admin, and Indirect Costs | | | \$150,000 |
| | | | |
| Community Investment Fund | \$2,000,000 | \$2,000,000 | |
| | | | |
| Total Budget | \$2,000,000 | \$2,000,000 | \$2,000,000 |

Schedule

The project anticipates a four-month construction period once all equipment is on-site and would be completed over the summer of 2026, during the off-season for the rink. Current customers and programs using Rink B will need to seek alternative bookings during the renovation. Currently, lead times in excess of six months exist for specific components of the system and would need to be ordered in advance of the project start.

If council choses to move forward with rebidding of the project, bids will be opened and brought back for council consideration at the May 19, 2025 meeting.

Consideration of Expenditure from Community Investment Fund

In order to utilize funds available from the CIF, the city council must establish six findings based on Minnetonka City Code 230.025. The six findings are described below followed by a discussion of the issues supporting the use of CIF funds for the proposed Ice Arena Rink B Refrigeration Improvements.

Funding Source

CIF - Ice Arena B Improvements \$2,000,000

Finding #1 - The project has sufficient community-wide benefit as determined by a review of its intended users, the degree to which it addresses a community- wide need or problem, and its consistency with other City goals, programs or policies.

The Minnetonka Ice Arena currently provides 40% of the total ice time available for use by the Minnetonka and Hopkins community. Primary users of the facility include the Lake Minnetonka Figure Skating Club (LMFSC), Minnetonka Youth Hockey Association (MYHA), Hopkins Youth Hockey Association (HYHA) and the boys and girls programs from both Minnetonka and Hopkins High Schools.

Ice arenas A & B are the only community ice arenas that allow for ice related programming outside of traditional hockey programs. All LMFSC programming, as well as the city's All Season Skating School, public skating sessions and adult hockey programs rely 100% on ice provided by the Minnetonka Ice Arena.

The Community Investment Fund has been used as the source of funding for three previous ice arena related projects. The first was in 1988 for the construction of Arena B; the second in 1997 when the Arena A roof was replaced; and third in 2015 to replace the Arena A refrigeration system.

Finding #2 - The project to be funded could not occur but for the use of the Community Investment Fund or a tax increase.

Historically, the financial goal of the Minnetonka Ice Arena facility is to operationally break even with revenues supporting expenditures. It has been understood that the operations budget is unable to generate revenues to cover significant capital costs such as the \$2,000,000 project currently proposed.

In previous years, the facility fell short of its operating financial goal primarily due to a number of factors, including construction of additional ice sheets in the near market, aging infrastructure and support spaces and demographic changes. Recently, the ice arena is experiencing an uptick in new user groups that had not previously used the space. This uptick in use can be partially attributed to other recent improvements to the facility. Collectively, all these improvements are intended to return the facility back to being financially sustainable.

The use of CIF funds is the preferred alternative to an increase in property taxes.

Finding #3 - The Community Investment Fund is not replacing funding from another previously programmed or available source.

The CIF is not replacing funds from another previous programmed or available source.

Finding #4 - The project has been included in at least two consecutive formally approved Capital Improvement Programs.

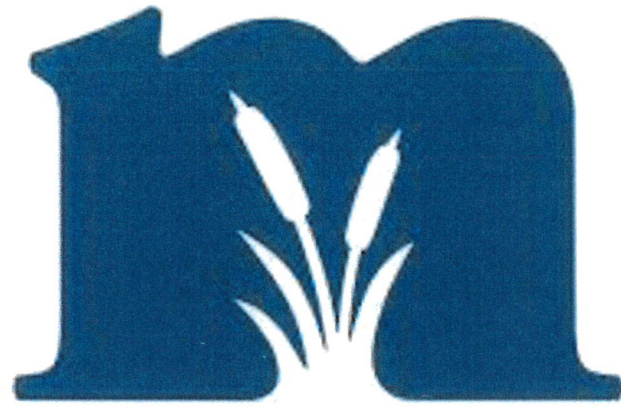
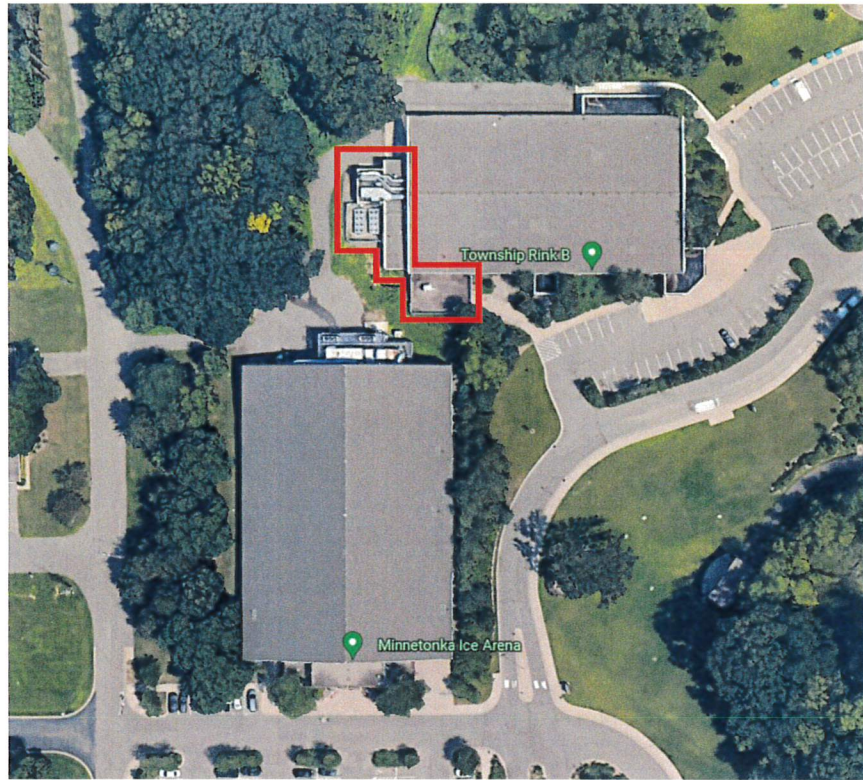
The project has been included in the 2023 – 2027 (year 2023) and 2024 -2028 (year 2025) approved Capital Improvement Programs.

Finding #5 - If principal is used, the project has the ability to reasonably repay the funds, and use of the principal does not exceed the equivalent of the last two years' investment earnings from the Community Investment Fund.

Use of CIF principal funding is not proposed for this project.

Finding #6 - An estimate of the ongoing annual operating and maintenance costs has been made and the source(s) for paying for such costs identified.

Once completed, staff estimates an annual \$33,000 reduction in ice arena operating expenditures directly related to increased efficiencies in utilities and reduced refrigeration and mechanical expenses.



MINNETONKA, MN

PIPING AND INSTRUMENTATION DRAWINGS

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| REV. | DATE | REVISION INFORMATION | CHANGED | APPROVED |
|------|----------|----------------------|---------|----------|
| 0 | 08-18-22 | DRAWING CREATED | | |
| 1 | 11-15-22 | RELEASED FOR BID | JIT | |



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
 Signature: *Ryan Sherry*
 Typed or Printed Name: Ryan Sherry
 Date: 11/14/2022 License Number: 54904

| DRAWING INDEX | | | | |
|---------------|---|-----|------------|----------|
| Dwg Pg | Description | Rev | Rev Date | DwgID |
| R0.00 | Cover & Drawing Index | 1 | 11/15/2022 | |
| R0.01 | ISA/IIAR LEGEND | AS | 2/6/2019 | Standard |
| R0.02 | Piping Specifications | AS | 12/15/2022 | Standard |
| R0.03 | CS & SS Branch Piping Matrix | AS | 7/30/2018 | Standard |
| R0.04 | Insulation Specifications | AS | 7/30/2022 | Standard |
| R0.05 | Insulation Specifications | AS | 7/30/2022 | Standard |
| R0.06 | Insulation Specifications | AS | 7/30/2022 | Standard |
| R0.10 | Weld Details | AS | 7/30/2018 | Standard |
| R0.11 | Relief Vent Piping | AS | 8/1/2019 | Standard |
| R0.50 | Construction Notes | 1 | 11/15/2022 | |
| R0.51 | Equipment Schedules & Specifications - Ammonia & Glycol | 1 | 11/15/2022 | |
| R0.52 | Equipment Schedules & Specifications - Water | 1 | 11/15/2022 | |
| R0.53 | Equipment Schedules & Specifications - HVAC | 1 | 11/15/2022 | |
| R1.00 | Mechanical Room Layout | 1 | 11/15/2022 | |
| R1.01 | Concrete Pad Detail | 1 | 11/15/2022 | |
| R1.02 | Outdoor Layout | 1 | 11/15/2022 | |
| S1.1 | Structural drawing | 1 | 11/15/2022 | |
| S2.1 | Structural drawing | 1 | 11/15/2022 | |
| S3.1 | Structural drawing | 1 | 11/15/2022 | |
| S5.1 | Structural drawing | 1 | 11/15/2022 | |
| S5.2 | Structural drawing | 1 | 11/15/2022 | |
| R2.00 | Refrigeration Layout | 1 | 11/15/2022 | |
| R2.01 | Refrigeration Section Views | 1 | 11/15/2022 | |
| R2.02 | Refrigeration Section Views | 1 | 11/15/2022 | |
| R2.03 | Refrigeration Full Iso | 1 | 11/15/2022 | |
| R2.04 | Piping Isos | 1 | 11/15/2022 | |

| DRAWING INDEX | | | | |
|---------------|---|-----|------------|-------|
| Dwg Pg | Description | Rev | Rev Date | DwgID |
| R5.00 | Typical Details | 1 | 11/15/2022 | |
| R5.01 | HX-1 And SD-1 Details | 1 | 11/15/2022 | |
| R5.02 | Machine Room Door Signs - Safety Standard | 1 | 11/15/2022 | |
| R5.03 | HPR Details | 1 | 11/15/2022 | |
| RD2.00 | Demo Plan | 1 | 11/15/2022 | |
| RE1.00 | Electrical Layout - RCP Wiring | 1 | 11/15/2022 | |
| RE1.01 | Electrical Layout - Power Wiring | 1 | 11/15/2022 | |
| RE1.02 | Electrical Layout - ADP Wiring | 1 | 11/15/2022 | |
| RE1.03 | Electrical Layout - Lighting Layout | 1 | 11/15/2022 | |
| RE1.04 | Electrical Layout - RCP-1 ALTERNATE (ALT-1) | 1 | 11/15/2022 | |
| RH1.00 | HVAC Layout | 1 | 11/15/2022 | |
| RP1.00 | Water Piping Layout | 1 | 11/15/2022 | |
| RP1.01 | Drain Piping Layout | 1 | 11/15/2022 | |
| RP5.00 | Water Piping Details | 1 | 11/15/2022 | |
| RP5.01 | Water Piping Details | 1 | 11/15/2022 | |
| RP5.02 | Water Piping Details | 1 | 11/15/2022 | |
| RP5.03 | Drain Piping Details | 1 | 11/15/2022 | |
| RP5.04 | Drain Piping Section Details | 1 | 11/15/2022 | |
| R10.00 | P&IDs - C1 And C2 | 1 | 11/15/2022 | |
| R10.01 | P&IDs - HP1, DT1, SD1, HX1, And HX2 | 1 | 11/15/2022 | |
| R10.02 | P&IDs - Condenser Ammonia Piping | 1 | 11/15/2022 | |
| R10.03 | P&IDs - Condenser Water Piping | 1 | 11/15/2022 | |
| R10.04 | P&IDs - Glycol Piping | 1 | 11/15/2022 | |
| R11.00 | Valve List - Ammonia | 1 | 11/15/2022 | |
| R11.01 | Valve List - Glycol | 1 | 11/15/2022 | |



DESCRIPTION: COVER & DRAWING INDEX

PROJECT: MINNETONKA ICE ARENA RINK B COMPRESSOR ROOM

LOCATION: MINNETONKA, MN

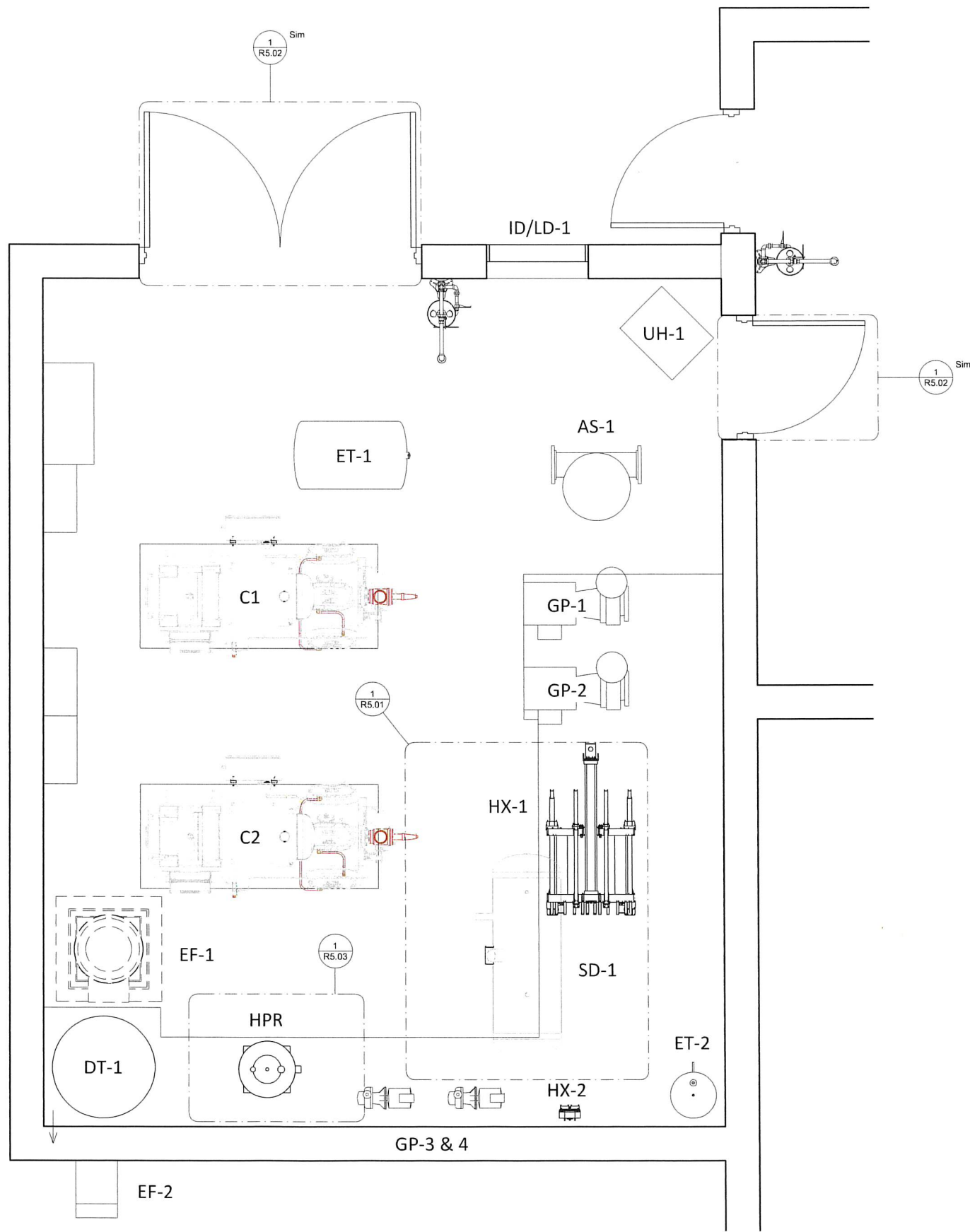
DRAWING FILE NO.: XXXX
 DRAWN BY: J. TAYLOR
 CHECKED BY: PROJECT MANAGER
 SCALE: N.T.S.

JOB NO.: 9220

FOR BID

RO.00

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① MECHANICAL ROOM LAYOUT
1/2" = 1'-0"

| REV. | DATE | DESCRIPTION |
|------|----------|------------------|
| 0 | 09-07-22 | DRAWING CREATED |
| 1 | 11-15-22 | RELEASED FOR BID |



Phone: 763/559-5880
Fax: 763/559-5925
800/328-5547

DESCRIPTION:
MECHANICAL ROOM LAYOUT

PROJECT:
MINNETONKA ICE ARENA
RINK B COMPRESSOR ROOM

LOCATION:
MINNETONKA, MN

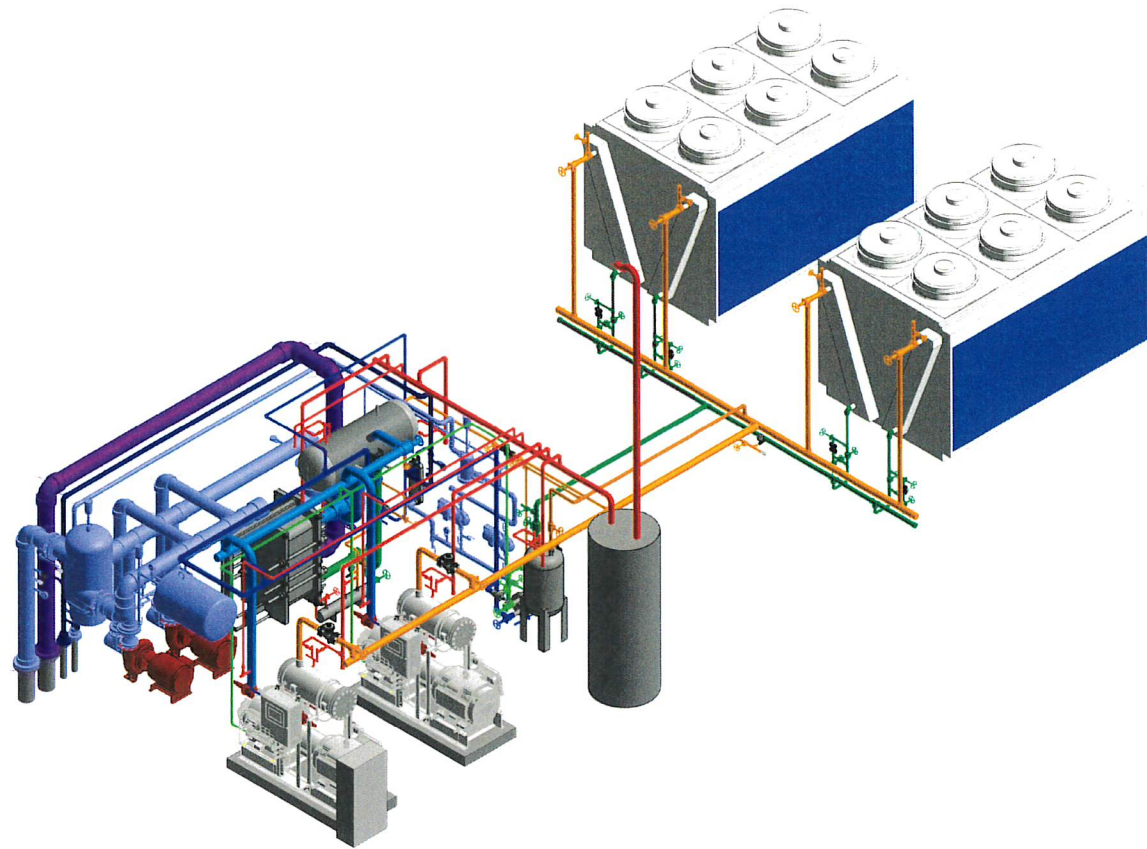
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
Signature: *Ryan Sherry*
Typed or Printed Name: Ryan Sherry
Date: 11/14/2022 License Number: 54904

DRAWING FILE NO.:
DRAWN BY: J. TAYLOR
CHECKED BY: Checker
SCALE: 1/2" = 1'-0"

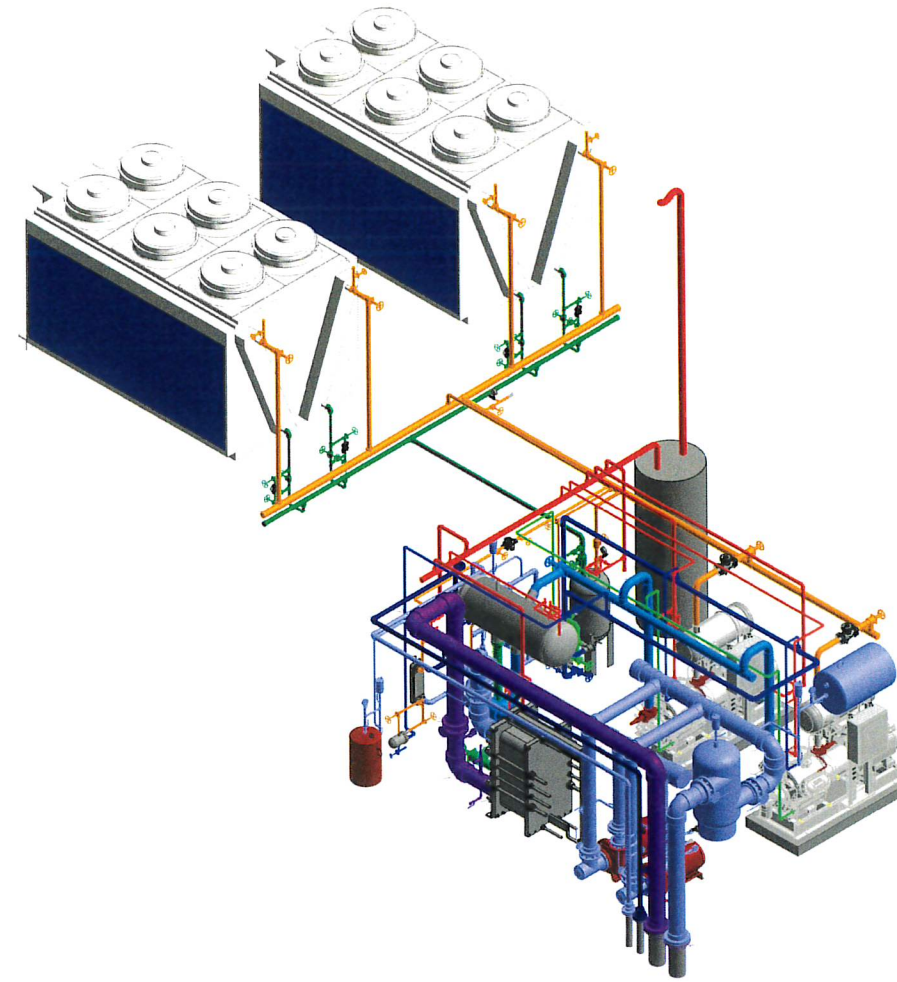
JOB NO.: 9220

FOR BID

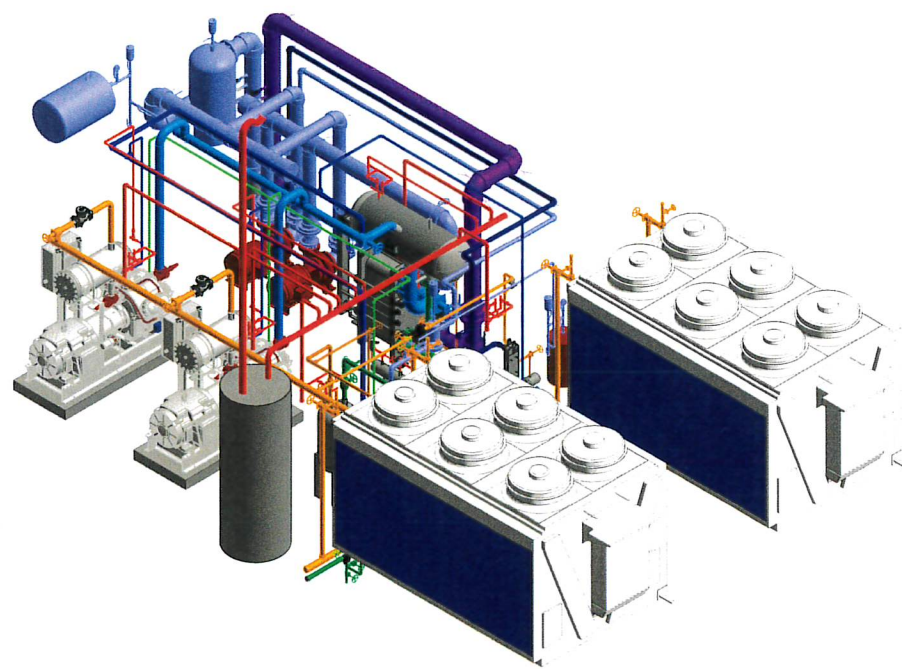
R1.00



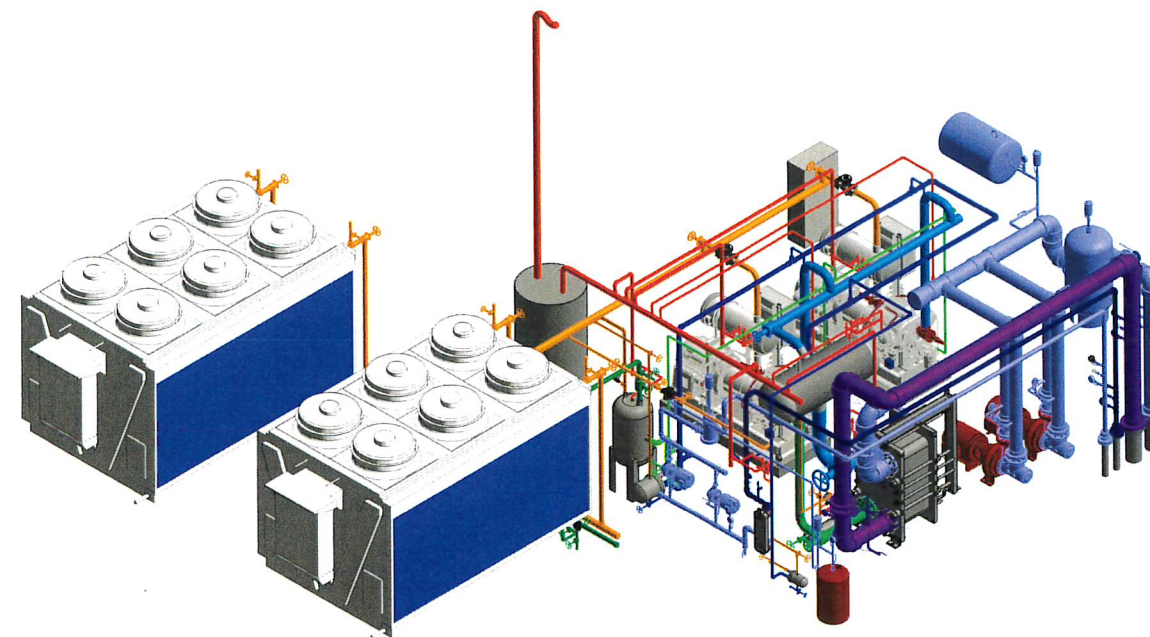
① REFRIGERATION PIPING ISO 1



② REFRIGERATION PIPING ISO 2



③ REFRIGERATION PIPING ISO 3



④ REFRIGERATION PIPING ISO 4

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| REV | DATE | DESCRIPTION | APPROVED |
|-----|----------|------------------|----------|
| 0 | 09-30-22 | DRAWING CREATED | |
| 1 | 11-15-22 | RELEASED FOR BID | |



Phone: 763/559-5880
 Fax: 763/559-5925
 800/328-5547

DESCRIPTION:
PIPING ISOS
PROJECT:
 MINNETONKA ICE ARENA
 RINK B COMPRESSOR ROOM
LOCATION:
 MINNETONKA, MN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
 Signature: *Ryan Sherry*
 Typed or Printed Name: Ryan Sherry
 Date: 11/14/2022 License Number: 54904

DRAWING FILE NO.:
 DRAWN BY: J. TAYLOR
 CHECKED BY: Checker
 SCALE:

JOB NO.: 9220

FOR BID

**City Council
Agenda Item 14.A
Meeting of March 3, 2025**



Title: Resolution for the West Metro Multi-Community Wellhead Protection Plan (Part I) and Part II.

Report from: Mike Kuno, P.E., Deputy Public Works Director

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

Presenter: Will Manchester, P.E., Public Works Director

Action Requested: Motion

Form of Action: Resolution

Votes needed: 4 votes

Summary Statement

The state of Minnesota’s Wellhead Protection Program, administered by the Minnesota Department of Health (MDH), requires all public water suppliers to develop local wellhead protection programs to protect groundwater sources of drinking water. The city is currently updating its Wellhead Protection Plan in conjunction with seven other communities in the West Metro that utilize the same water supply aquifer.

Recommended Action

Motion to adopt the resolution to approve the West Metro Multi-Community Wellhead Protection Plan (Part I) and to continue participation in the development and implementation of Part II of the Plan.

Strategic Profile Relatability

Sustainability, Resilience & Natural Environment

The Wellhead Protection Plan process recognizes the importance of protecting groundwater supply and supports initiatives to maintain and manage capital assets, preserve long-term investment, ensure reliable service and protect the natural environment.

Financial Consideration

No

The West Metro Multi-Community Wellhead Protection Plan is being completed under a contract with Metropolitan Council, which received a Clean Water Fund appropriation for the work and is providing the services at no cost to the city.

Background

The state of Minnesota’s Wellhead Protection Program, administered by the Minnesota Department of

Health (MDH), requires all public water suppliers to develop local wellhead protection programs to protect groundwater sources of drinking water. Minnetonka currently has a Wellhead Protection Plan in place as approved by MDH; however, these plans are required to be updated at minimum, every 10 years.

In previous years, area cities updated their Wellhead Protection Plans individually, however this time, eight communities in the West Metro that utilize the same water supply aquifer have partnered with MDH to consolidate these efforts. Participating communities include Bloomington, Chanhassen, Eden Prairie, Edina, Hopkins, Minnetonka, Richfield and Saint Louis Park. This partnership is part of a pilot project with MDH and the Metropolitan Council to evaluate alternative drinking water planning approaches to the current “city-by-city” approach. The pilot project offers the opportunity to explore multiple benefits that a multi-community Wellhead Protection Plan may provide. The West Metro was selected for this pilot project due to the interest of local public water suppliers and the presence of many overlapping drinking water supply management areas (DWSMAs) that extend into multiple jurisdictions.

The vision for this pilot project is to develop a coordinated and collaborative approach to protect and safeguard sub-regional drinking water sources and improve local drinking water protection implementation in overlapping DWSMAs or where DWSMAs extend into a neighboring city.

Part I of the Wellhead Protection Plan includes the delineation of a wellhead protection area and DWSMA, along with vulnerability assessments for the water supply wells and water supply aquifer. Please see the attached summary of the Part I plan for further information on the delineations and assessments. This Part I plan has been approved by MDH, as it has been determined to be in compliance with the Wellhead Protection Rules. The Part I plan was completed at no cost to the city by Barr Engineering under a contract with the Metropolitan Council, which received a Clean Water Fund appropriation specifically for this work.

The Wellhead Protection Plan process will now continue into Part II of the plan, which includes determining goals, objectives and management strategies for potential sources of contamination with the DWSMA. The Part II plan will also be a multi-community plan including the same communities that participated in Part I, and will provide specific management strategies for individual cities to complete within their jurisdiction.

An outline of the elements included in a Part II Wellhead Protection Plan is as follows:

- Executive Summary
- Relevant data and assessment, including inventory of potential contamination sources
- Impact of upcoming changes on the public water supply wells and aquifer
- Issues, problems and opportunities
- Wellhead protection goals
- Objectives and plan of action
- Evaluation program
- Alternative water supply; contingency strategy

The Part II plan will be written by MDH and Minnesota Rural Water Association staff, with assistance from the Metropolitan Council, so there will be no funding needed from the participating communities to complete this plan. Due to the pilot nature of this project, there is not a specific deadline for the Part II completion; however, it is estimated to be approved by MDH in Winter-Spring 2026.

In order to ensure all governing bodies are on the same page, MDH is asking each participating community to approve the Part I plan and agree to continue the Wellhead Protection Plan process by completing and implementing a multi-community Part II plan.

ATTACHMENTS:

WHPP Part 1 Summary
Resolution

West Metro Multi-Community Wellhead Protection Plan, Part 1

EXECUTIVE SUMMARY

The communities of Bloomington, Chanhassen, Eden Prairie, Edina, Hopkins, Minnetonka, Richfield, and Saint Louis Park partnered with the Minnesota Department of Health and the Metropolitan Council to pilot a multi-community approach to wellhead protection planning. The pilot project analyzed time of travel to 88 existing community supply wells and one planned supply well (Table 1).

The wellhead protection area (WHPA) represents the area around the wells that contributes water to the community supply wells within a 10-year time period. The drinking water supply management area (DWSMA) fully envelops the WHPA and is defined by features on the surface such as roads, property lines, public land survey system (PLSS) area boundaries, etc.

A new sub-regional groundwater flow model was developed from the existing Metro Model 3 regional groundwater model for the purposes of delineating the WHPA and DWSMA. This new model incorporated the most up-to-date geology and pumping information and was built using MODFLOW6, the most recent version of MODFLOW supported by the United States Geological Survey.

The DWSMA area was determined through a combination of the sub-regional groundwater model, fracture flow calculations, and overland flow. Then the vulnerability was determined using a combination of the 40-acre PLSS quarter-quarter sections, water chemistry data, soils data, and geology. Much of the DWSMA is of low or moderate vulnerability with a few areas of high vulnerability (Figure 1). DWSMA vulnerability represents the sensitivity of the aquifer to impacts from land use and water management within the area.

Table 1. Municipal Water Supply Well Details

| City | Unique Number | Local Well Name | Use/ Status1 | Casing Depth (feet) | Well Depth (feet) | Date Constructed/ Reconstructed | Well Vulnerability* | Aquifer |
|----------------|---------------|--------------------|--------------|---------------------|-------------------|---------------------------------|---------------------|-------------------------------------|
| St. Louis Park | 200542 | St. Louis Park #4 | A/Primary | 410 | 503 | 1946 | Vulnerable | Jordan Sandstone |
| St. Louis Park | 203678 | St. Louis Park #8 | A/Primary | 314 | 507 | 1955 | Not Vulnerable | Prairie du Chien - Jordan Sandstone |
| St. Louis Park | 206442 | St. Louis Park #10 | A/Primary | 316 | 500 | 1955 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| St. Louis Park | 206439 | St. Louis Park #11 | A/Primary | 880 | 1093 | 1960 | Not Vulnerable | Mt. Simon Sandstone |
| St. Louis Park | 206456 | St. Louis Park #12 | A/Primary | 900 | 1095 | 1965 | Not Vulnerable | Mt. Simon Sandstone |
| St. Louis Park | 206424 | St. Louis Park #13 | A/Primary | 891 | 1045 | 1964 | Not Vulnerable | Mt. Simon Sandstone |
| St. Louis Park | 227965 | St. Louis Park #14 | A/Primary | 389 | 485 | 1965 | Vulnerable | Jordan Sandstone |
| St. Louis Park | 215447 | St. Louis Park #15 | A/Primary | 402 | 503 | 1969 | Vulnerable | Jordan Sandstone – St. Lawrence |
| St. Louis Park | 203187 | St. Louis Park #16 | A/Primary | 425 | 500 | 1973 | Vulnerable | Jordan Sandstone |
| Minnetonka | 204140 | Minnetonka #10 | A/Primary | 305 | 505 | 1969 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Minnetonka | 150356 | Minnetonka #10a | A/Primary | 302 | 486 | 1981 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Minnetonka | 208014 | Minnetonka #11 | A/Primary | 282 | 498 | 1970 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Minnetonka | 439797 | Minnetonka #11a | A/Primary | 291 | 492 | 1988 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Minnetonka | 203717 | Minnetonka #12 | A/Primary | 332 | 535 | 1971 | Not Vulnerable | Prairie du Chien - Jordan Sandstone |
| Minnetonka | 191939 | Minnetonka #12a | A/Primary | 340 | 506 | 1985 | Not Vulnerable | Prairie du Chien - Jordan Sandstone |
| Minnetonka | 205165 | Minnetonka #13 | A/Primary | 292 | 475 | 1972 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Minnetonka | 132263 | Minnetonka #13a | A/Primary | 274 | 464 | 1978 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Minnetonka | 204537 | Minnetonka #14 | A/Primary | 367 | 555 | 1972 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Minnetonka | 160021 | Minnetonka #14a | A/Primary | 395 | 575 | 1978 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Minnetonka | 208016 | Minnetonka #15 | A/Primary | 235 | 450 | 1974 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Minnetonka | 150351 | Minnetonka #15a | A/Primary | 238 | 444 | 1978 | Vulnerable | Prairie du Chien - Jordan Sandstone |

WEST METRO MULTI-COMMUNITY WELLHEAD PROTECTION PLAN PART 1 SUMMARY

| City | Unique Number | Local Well Name | Use/ Status1 | Casing Depth (feet) | Well Depth (feet) | Date Constructed/ Reconstructed | Well Vulnerability* | Aquifer |
|-------------|---------------|-----------------|--------------|---------------------|-------------------|---------------------------------|---------------------|---|
| Minnetonka | 661401 | Minnetonka #16a | A/Primary | 322 | 530 | 2001 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Minnetonka | 661402 | Minnetonka #16b | A/Primary | 303 | 519 | 2002 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Minnetonka | 204470 | Minnetonka #3 | A/Primary | 393 | 465 | 1963 | Vulnerable | Jordan Sandstone |
| Minnetonka | 171021 | Minnetonka #3a | A/Primary | 254 | 468 | 1981 | Not Vulnerable | Prairie du Chien - Jordan Sandstone |
| Minnetonka | 204054 | Minnetonka #6 | A/Primary | 394 | 488 | 1967 | Not Vulnerable | Jordan Sandstone |
| Minnetonka | 208012 | Minnetonka #6a | A/Primary | 397 | 486 | 1967 | Not Vulnerable | Jordan Sandstone |
| Chanhassen | 737048 | Chanhassen #10 | A/Primary | 375 | 482 | 2006 | Not Vulnerable | Prairie du Chien - Jordan Sandstone |
| Chanhassen | 760936 | Chanhassen #12 | A/Primary | 270 | 441 | 2008 | Not Vulnerable | Prairie du Chien - Jordan Sandstone |
| Chanhassen | 760937 | Chanhassen #13 | A/Primary | 290 | 460 | 2008 | Not Vulnerable | Prairie du Chien - Jordan Sandstone |
| Chanhassen | 775541 | Chanhassen #14 | A/Primary | 280 | 472 | 2010 | Not Vulnerable | Prairie du Chien - Jordan Sandstone |
| Chanhassen | 810696 | Chanhassen #15 | A/Primary | 428 | 530 | 2015 | Not Vulnerable | Jordan Sandstone- |
| Chanhassen | 220976 | Chanhassen #2 | A/Primary | 246 | 471 | 1969 | Not Vulnerable | Prairie du Chien - Jordan Sandstone |
| Chanhassen | 200195 | Chanhassen #3 | A/Primary | 317 | 500 | 1973 | Not Vulnerable | Prairie du Chien - Jordan Sandstone |
| Chanhassen | 180913 | Chanhassen #4 | A/Primary | 289 | 478 | 1981 | Not Vulnerable | Prairie du Chien – Tunnel City Group |
| Chanhassen | 541545 | Chanhassen #7 | A/Primary | 330 | 490 | 1996 | Not Vulnerable | Prairie du Chien - Jordan Sandstone |
| Chanhassen | 578953 | Chanhassen #8 | A/Primary | 378 | 489 | 1999 | Not Vulnerable | Prairie du Chien - Jordan Sandstone |
| Chanhassen | 709304 | Chanhassen #9 | A/Seasonal | 373 | 482 | 2004 | Not Vulnerable | Prairie du Chien - Jordan Sandstone |
| Bloomington | 222910 | Bloomington #1 | A/Primary | 345 | 440 | 1973 | Vulnerable | Jordan Sandstone |
| Bloomington | 222911 | Bloomington #2 | A/Primary | 315 | 392 | 1973 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Bloomington | 222912 | Bloomington #3 | A/Primary | 450 | 950 | 1974 | Vulnerable | Tunnel City Group - Mt. Simon Sandstone |
| Bloomington | 133389 | Bloomington #4 | A/Primary | 282 | 376 | 1978 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Bloomington | 603079 | Bloomington #5 | A/Primary | 307 | 405 | 2001 | Vulnerable | Jordan Sandstone |
| Bloomington | 603080 | Bloomington #6 | A/Primary | 298 | 399 | 2001 | Vulnerable | Jordan Sandstone |
| Richfield | 206353 | Richfield #1 | A/Primary | 343 | 437 | 1961 | Vulnerable | Jordan Sandstone |

WEST METRO MULTI-COMMUNITY WELLHEAD PROTECTION PLAN PART 1 SUMMARY

| City | Unique Number | Local Well Name | Use/ Status1 | Casing Depth (feet) | Well Depth (feet) | Date Constructed/ Reconstructed | Well Vulnerability* | Aquifer |
|-----------|---------------|-----------------|--------------|---------------------|-------------------|---------------------------------|---------------------|-------------------------------------|
| Richfield | 206354 | Richfield #2 | A/Primary | 343 | 435 | 1961 | Vulnerable | Jordan Sandstone |
| Richfield | 206361 | Richfield #3 | A/Primary | 226 | 425 | 1962 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Richfield | 206276 | Richfield #4 | A/Primary | 208 | 405 | 1962 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Richfield | 206280 | Richfield #5 | A/Primary | 226 | 408 | 1963 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Richfield | 206279 | Richfield #6 | A/Primary | 225 | 422 | 1963 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Richfield | 133362 | Richfield #7 | A/Primary | 631 | 1066 | 1977 | Not Vulnerable | Wonewoc - Mt. Simon |
| Edina | 208399 | Edina #2 | A/Primary | 266 | 448 | 2007 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Edina | 240630 | Edina #3 | A/Seasonal | 265 | 496 | 1949 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Edina | 200561 | Edina #4 | A/Primary | 266 | 500 | 1950 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Edina | 206377 | Edina #5 | A/Seasonal | 257 | 443 | 2002 | Not Vulnerable | Prairie du Chien - Jordan Sandstone |
| Edina | 200564 | Edina #6 | A/Primary | 316 | 503 | 1954 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Edina | 206474 | Edina #7 | A/Primary | 350 | 547 | 1955 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Edina | 204884 | Edina #8 | A/Seasonal | 232 | 472 | 1953 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Edina | 206588 | Edina #9 | A/Seasonal | 1010 | 1130 | 1957 | Not Vulnerable | Mt. Simon Sandstone |
| Edina | 206184 | Edina #10 | A/Primary | 881 | 1001 | 1963 | Not Vulnerable | Mt. Simon Sandstone |
| Edina | 206183 | Edina #11 | A/Primary | 321 | 403 | 1963 | Vulnerable | Jordan Sandstone |
| Edina | 203614 | Edina #12 | A/Primary | 955 | 1080 | 1964 | Vulnerable | Mt. Simon Sandstone |
| Edina | 203613 | Edina #13 | A/Primary | 429 | 495 | 1964 | Vulnerable | Jordan Sandstone |
| Edina | 207674 | Edina #15 | A/Primary | 275 | 475 | 2002 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Edina | 203101 | Edina #16 | A/Seasonal | 265 | 381 | 1967 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Edina | 200914 | Edina #17 | A/Seasonal | 373 | 461 | 1970 | Vulnerable | Jordan Sandstone |
| Edina | 200918 | Edina #18 | A/Seasonal | 365 | 446 | 1973 | Vulnerable | Jordan Sandstone |
| Edina | 505626 | Edina #19 | A/Seasonal | 440 | 521 | 1989 | Vulnerable | Jordan Sandstone |
| Edina | 686286 | Edina #20 | A/Seasonal | 265 | 467 | 2008 | Vulnerable | Prairie du Chien - Jordan Sandstone |

WEST METRO MULTI-COMMUNITY WELLHEAD PROTECTION PLAN PART 1 SUMMARY

| City | Unique Number | Local Well Name | Use/ Status1 | Casing Depth (feet) | Well Depth (feet) | Date Constructed/ Reconstructed | Well Vulnerability* | Aquifer |
|--------------|---------------|------------------|--------------|---------------------|-------------------|---------------------------------|---------------------|-------------------------------------|
| Hopkins | 204068 | Hopkins #4 | A/Primary | 410 | 548 | 1954 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Hopkins | 204570 | Hopkins #5 | A/Primary | 382 | 495 | 1967 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Hopkins | 112228 | Hopkins #6 | A/Primary | 354 | 545 | 1977 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Eden Prairie | 205905 | Eden Prairie #2 | A/Primary | 210 | 394 | 1971 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Eden Prairie | 112242 | Eden Prairie #3 | A/Primary | 207 | 392 | 1978 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Eden Prairie | 147454 | Eden Prairie #4 | A/Primary | 207 | 381 | 1982 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Eden Prairie | 147453 | Eden Prairie #5 | A/Primary | 219 | 393 | 1981 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Eden Prairie | 147452 | Eden Prairie #6 | A/Primary | 230 | 388 | 1981 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Eden Prairie | 424924 | Eden Prairie #7 | A/Primary | 306 | 383 | 1987 | Vulnerable | Jordan Sandstone |
| Eden Prairie | 424925 | Eden Prairie #8 | A/Primary | 316 | 391 | 1987 | Vulnerable | Jordan Sandstone |
| Eden Prairie | 424926 | Eden Prairie #9 | A/Primary | 319 | 405 | 1987 | Vulnerable | Jordan Sandstone |
| Eden Prairie | 424927 | Eden Prairie #10 | A/Primary | 308 | 401 | 1987 | Vulnerable | Jordan Sandstone |
| Eden Prairie | 541542 | Eden Prairie #11 | A/Primary | 232 | 408 | 1994 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Eden Prairie | 541541 | Eden Prairie #12 | A/Primary | 215 | 385 | 1994 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Eden Prairie | 622703 | Eden Prairie #13 | A/Primary | 210 | 410 | 1998 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Eden Prairie | 603068 | Eden Prairie #14 | A/Primary | 241 | 418 | 2000 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Eden Prairie | 686256 | Eden Prairie #15 | A/Primary | 243 | 420 | 2005 | Vulnerable | Prairie du Chien - Jordan Sandstone |
| Eden Prairie | 763769 | Eden Prairie #16 | A/Primary | 278 | 405 | 2008 | Vulnerable | Prairie du Chien - Jordan Sandstone |

*Well vulnerability was assessed based on a combination of 1) well construction details, especially conformance with standards required by the state well code, 2) the geologic sensitivity of the aquifers, and 3) past monitoring results.

Resolution No. 2025-XXX

Resolution to approve the West Metro Multi-Community Wellhead Protection Plan (Part I) and agreement to continue participation in the development and implementation of Part II of the Plan.

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

Section 1. Background.

- 1.01. The state of Minnesota's Wellhead Protection Program, administered by the Minnesota Department of Health (MDH), requires all public water suppliers to develop local wellhead protection programs to protect groundwater sources of drinking water. Minnetonka currently has a Wellhead Protection Plan approved by MDH in place, but these plans typically need to be updated at least every 10 years per state rules. The city is currently updating their Wellhead Protection Plan, but this time in-conjunction with eight communities in the West Metro that utilize the same water supply aquifer. Participating communities include Bloomington, Chanhassen, Eden Prairie, Edina, Hopkins, Minnetonka, Richfield and Saint Louis Park.
- 1.02. Part I of the Wellhead Protection Plan includes the delineation of a wellhead protection areas and drinking water supply management areas (DWSMA), along with vulnerability assessments for the water supply wells and water supply aquifer. The Part I plan was completed at no cost to the city under contract with the Metropolitan Council, who received a Clean Water Fund appropriation specifically for this work.
- 1.03. The Wellhead Protection Plan will now continue into Part II of the plan, which includes determining goals, objectives and management strategies for potential sources of contamination with the DWSMA. This Part II plan will also be a multi-community plan with the same communities that participated in the Part I, with specific management strategies for the city to complete within their jurisdiction. The Part II plan will be written by MDH and Minnesota Rural Water Association staff, with assistance from the Metropolitan Council, so there will be no funding needed from the participating communities to complete this plan.

Section 2. Council Action.

- 2.01. The city approves the wellhead protection area, drinking water supply management area, and vulnerability assessments for the city's wells and water supply aquifer as identified in Part I of the West Metro Multi-Community Wellhead Protection Plan.
- 2.02. The city agrees to take action to protect their wells and the area within its jurisdiction of the drinking water supply management area that has been approved by the Minnesota Department of Health.
- 2.03. The city agrees to continue the wellhead protection planning process by completing and implementing a multi-community Part II plan with the other communities that participated in the Part I plan.

Adopted by the City Council of the City of Minnetonka, Minnesota, on March 3, 2025.

Brad Wiersum, Mayor

Attest:

Becky Koosman, City Clerk

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on March 3, 2025.

Becky Koosman, City Clerk

**City Council
Agenda Item 14.B
Meeting of March 3, 2025**



Title: Closed session for consideration of offer or counteroffer for purchase of real property

Report from: Julie Wischnack, FAICP, Community Development Director

Submitted Through: Kelly O’Dea Recreation Director
Will Manchester, P.E., Public Works Director
Darin Nelson, Finance Director
Corrine Heine, City Attorney
Mike Funk, City Manager

Presenter: Julie Wischnack, FAICP, Community Development Director

Action Requested: Motion

Form of Action: Other

Votes needed: 4 votes

Summary Statement

The city has an opportunity to acquire land along Minnehaha Creek, utilizing Community Investment Funds that have been reserved since 2009 for Minnehaha Creek corridor improvements. The Open Meeting Law allows the city council to hold a closed session to discuss offers or counteroffers for the purchase of real property.

Recommended Action

Motion to convene in the Gray's Bay Room for a closed session to consider making an offer to purchase real property.

Strategic Profile Relatability

Livable & Well-Planned Development

If acquired, the real property could further the city’s vision for the Upper Minnehaha Creek corridor as a natural space that provides recreational opportunities to the community.

Financial Consideration

Yes

The city has Community Investment Fund (CIF) funds available to acquire real property in the Upper Minnehaha Creek corridor.

Background

A party initiated discussions with city staff regarding the acquisition of a parcel of land located along Minnehaha Creek. Staff recommends that the city council meet in closed session to discuss the offer for

the purchase of the property.

City staff proposes to use Community Investment Fund (CIF) monies to acquire the land. In 2009, the city council held hearings and authorized the use of CIF funds to pay for improvements to the Upper Minnehaha Creek Corridor. The 2025-2029 Capital Improvement Program (CIP) and prior years have identified \$983,000 as being held in reserve for Park and Open Space Purchases.

The Minnesota Open Meeting law authorizes governing bodies to hold a closed meeting to develop or consider offers or counteroffers for the purchase or sale of real or personal property. The city council must comply with the following requirements to close the meeting:

- The public body (a member of the council) must identify on the record the reason for closing the meeting (to discuss an offer for the purchase of real property). It must identify the particular real or personal property that is the subject of the closed meeting.
- The council must vote to go into a closed session.
- The proceedings must be tape-recorded at the city's expense.
- The real or personal property must be specifically identified on the tape recording.
- The recording of the meeting must be preserved for eight years after the date of the meeting and becomes public when (a) the property discussed has been purchased or sold or (b) the city council has abandoned the purchase or sale.
- A list of all members and all other persons present at the closed meeting must be made available to the public after the closed meeting.
- No other business may be discussed during the closed meeting.
- Any agreement that may be reached based on an offer considered at a closed meeting must be contingent upon approval of the city council at an open meeting.
- The city council must approve the purchase at an open meeting, and the purchase price is public data.

Staff recommends holding a closed session to consider an offer or counter offer for the purchase of real property and to provide direction for staff in conducting further negotiations.

**City Council
Agenda Item 15.A
Meeting of March 3, 2025**



Title: Appointment of advisors for the 2025 Local Board of Appeal and Equalization

Report from: Melanie Putz, City Assessor

Submitted Through: Darin Nelson, Finance Director
Corrine Heine, City Attorney
Mike Funk, City Manager

Presenter: Darin Nelson, Finance Director

Action Requested: Motion

Form of Action: Other

Votes needed: 4 votes

Summary Statement

Council appoints advisors to assist in the review of the market value appeals. These advisors review each appeal and offer their independent opinion of market value to the reconvened Local Board of Appeal and Equalization on April 21, 2025.

Recommended Action

Motion to appoint Mia Beardsley, Ambrosia Severson and Keith Swanson as advisors for the 2025 Minnetonka Local Board of Appeal and Equalization.

Strategic Profile Relatability

N/A

Financial Consideration

No

Background

The first meeting of the 2025 Minnetonka Local Board of Appeal and Equalization is scheduled for April 7, 2025. Prior to the first meeting, the council appoints advisors to assist in the review of the market value appeals as provided by the city charter. These advisors review each appeal and offer their independent opinion of market value as of January 2, 2025. The advisors' recommendations will be presented at the reconvened meeting on April 21, 2025.

This year staff recommends the appointment of three advisors. These three individuals also served as advisors to last year's Local Board of Appeal and Equalization.

Mia Beardsley: Ms. Beardsley is an agent with Coldwell Banker Burnet and has been in the real estate industry for 11 years. She has been a resident of Minnetonka for four years.

Ambrosia Severson: Ms. Severson is an agent with Fox Realty and has been in the real estate industry for 18 years. She has been a Minnetonka resident for one year.

Keith Swanson: Mr. Swanson is an agent with Coldwell Banker Burnet and has been in the real estate industry for 24 years. He has been a resident of Minnetonka for nine years.

**City Council
Agenda Item 15.B
Meeting of March 3, 2025**



Title: Economic development advisory commission (EDAC) chair and vice-chair appointments

Report from: Sarissa Falk, Senior Management Coordinator

Submitted Through: Corrine Heine, City Attorney
Mike Funk, City Manager

Presenter: Mike Funk, City Manager

Action Requested: Motion

Form of Action: Other

Votes needed: 4 votes

Summary Statement

Mayor Wiersum recommends appointing Jay Hromatka as the chair and Ann Duginske Cibulka as the vice-chair of the EDAC.

Recommended Action

Motion to approve the chair and vice-chair appointments.

Strategic Profile Relatability

Community Inclusiveness

Minnetonka's EDAC allows residents to advise the city council regarding economic development, housing and redevelopment matters.

Financial Consideration

No

Background

Resolution No. 2010-050, section 2.05 states "the chair and vice-chair of the EDAC will be appointed annually by the mayor, with confirmation by the city council." Mayor Wiersum recommends appointing Jay Hromatka as the chair and appointing Ann Duginske Cibulka as the vice-chair of the EDAC. Jay is currently serving his fourth, two-year term on the EDAC and Ann is also serving her fourth, two-year term. Both members have been valuable and beneficial to the EDAC and have agreed to serve in these officer roles.