Agenda
City of Minnetonka
Economic Development Authority
Monday, August 10, 2026
6:30 PM
Council Chambers
14600 Minnetonka Blvd.

1. Call to Order
2. Roll Call: Wilburn, Calvert, Ramaley, Coakley, Foster-Bolton, Maxwell, Schack
3. Approval of Agenda
4. Approval of Minutes:
   - A. July 13, 2026 EDA meeting minutes
5. Business Items:
   - A. Marsh II Collateral Assignment
6. Adjournment

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

Economic Development Authority
Agenda Item 4.A
Meeting of August 10, 2026

Title:	July 13, 2026 EDA meeting minutes
Report from:	Becky Koosman, City Clerk
Presenter:	President Schack

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

Recommended Action
Motion to approve July 13, 2026 EDA meeting minutes.

Strategic Plan Relatability
N/A

Financial Consideration
N/A

ATTACHMENTS:
Minutes

Minutes
Minnetonka Economic Development Authority
Monday, July 13, 2026

1. Call to Order

Schack called the meeting to order at 6:48 p.m.

2. Roll Call

Commissioners Amanda Maxwell, Kimberly Wilburn, Deb Calvert, Paula Ramaley, Kissy Coakley, Patsy Foster-Bolton and President Rebecca Schack.

3. Approval of Agenda

Ramaley moved, Maxwell seconded a motion to approve the agenda, as presented.

All voted “yes”. Motion carried.

4. Approval of Minutes:

A. March 9, 2026 EDA meeting minutes

Calvert moved, Wilburn seconded a motion to approve the minutes, as presented.

All voted “yes”. Motion carried.

5. Business Items:

A. Agreement related to Homes Within Reach

Community Development Director, Julie Wischnack discussed the item.

Calvert moved, Foster-Bolton seconded a motion to adopt Res. 2026-007approving an amended and restated housing services agreement for the Homes Within Reach program.

All voted “yes”. Motion carried.

6. Adjournment

Wilburn moved, Maxwell seconded a motion to adjourn the meeting at 6:52 p.m.

All voted “yes”. Motion carried.

Respectfully submitted,

Becky Koosman
City Clerk

Economic Development Authority
Agenda Item 5.A
Meeting of August 10, 2026

Title:	Marsh II Collateral Assignment
Report from:	Alisha Gray, EDFP, Economic Development and Housing Manager
Submitted Through:	Darin Nelson, Assistant Treasurer Julie Wischnack, FAICP, Community Development Director Erik Nilsson, City Attorney Mike Funk, Executive Director
Presenter:	Julie Wischnack, FAICP, Community Development Director

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

Summary Statement
This action approves the collateral assignment for Marsh II (Vale Minnetonka at 11816 Wayzata Blvd).

Recommended Action
Motion to approve a resolution approving a collateral assignment of contract for private redevelopment and TIF Note with Minnetonka Marsh, LLC, and Wells Fargo Bank, National Association.

Background
On June 26, 2023, the EDA voted to approve the Marsh II redevelopment project, now known as Vale Minnetonka. The project includes 197 rental units, including 40 affordable units. To secure affordable units in the redevelopment, the council approved $4.6 million in tax increment financing (TIF). The building opened in July 2025.

The lender, Wells Fargo Bank, a national banking association, will provide a permanent real estate loan of $48.5 million for the redevelopment project. Wells Fargo Bank requires the ownership group Minnetonka Marsh, LLC, to assign its rights to and interest in the Contract and TIF note to the bank as a condition of providing the loan. The collateral assignment was drafted by Gina Fiorini of Kutak Rock (EDA counsel) and must be executed by the redeveloper, EDA Authority, and Wells Fargo Bank.

This action is standard procedure for projects receiving tax increment financing.

ATTACHMENTS:
Agreement
Resolution

COLLATERAL ASSIGNMENT
OF CONTRACT FOR PRIVATE REDEVELOPMENT AND TIF NOTE

THIS COLLATERAL ASSIGNMENT OF CONTRACT FOR PRIVATE REDEVELOPMENT AND TIF NOTE (this "Assignment") is made and entered into as of the [___] day of August, 2026, by and among the ECONOMIC DEVELOPMENT AUTHORITY IN AND FOR THE CITY OF MINNETONKA, MINNESOTA, a public body corporate and politic under the laws of the State of Minnesota (the "Authority"), MINNETONKA MARSH, LLC, a Minnesota limited liability company (the "Developer"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the "Lender").

Recitals

WHEREAS, the Authority and the Developer entered into that certain Contract for Private Redevelopment dated October 30, 2023 (as amended, the "Development Agreement"), pertaining to, among other things, the construction of an apartment complex with approximately 197 units, including underground parking (the "Project"), all located on property legally described on Exhibit A attached hereto and hereby made a part hereof (the "Property"); and

WHEREAS, the Development Agreement was filed of record in the Office of the Registrar of Titles, Hennepin County, Minnesota on November 13, 2023, as Document Number 6046030; and

WHEREAS, construction of the Project is complete and the Authority shall issue a Tax Increment Revenue Note in the amount of $4,600,000.00 (the "TIF Note") to the Developer, as contemplated by the Development Agreement; and

WHEREAS, the Developer and the Lender have entered into that certain Loan Agreement of even date herewith (the "Loan Agreement"), pursuant to which the Lender has agreed to make a real estate loan to the Developer in the principal amount of $48,500,000.00 (the "Loan"), and the Developer's obligation to repay such Loan is evidenced by that certain [Term Note] of even date herewith (the "Lender Note"), executed in favor of the Lender in the original principal amount of $48,500,000.00; and

WHEREAS, the Lender Note is secured by that certain Mortgage and Assignment of Leases and Rents of even date herewith (the "Mortgage"), executed by the Developer in favor of the Lender and encumbering the Property; and

WHEREAS, the Mortgage will be filed of record in the Office of the Registrar of Titles, Hennepin County, Minnesota concurrently herewith; and

WHEREAS, the Lender has required, as an express condition to entering into the Loan Agreement, that the Developer assign its rights under the Development Agreement to the Lender to secure the obligations of the Developer under the Lender Note, the Loan Agreement and the Mortgage.

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer hereby agrees as follows:

1. Capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

2. The Developer hereby collaterally assigns to the Lender all of its right, title and interest in and to the Development Agreement, together with all documents and agreements attached as exhibits thereto, and all amendments, addenda and modifications thereof, whether made now or hereafter, to secure the obligations of the Developer under the Lender Note, the Loan Agreement and the Mortgage.

3. The Developer hereby represents and warrants that there have been no prior assignments of its rights under the Development Agreement (other than to Alerus Financial, N.A., which such assignment shall be terminated as of the date hereof), that the Development Agreement is a valid and enforceable agreement, that neither the Authority nor the Developer is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof. The Developer agrees not to sell, assign, pledge, mortgage or otherwise transfer or encumber its interest in the Development Agreement as long as this Assignment is in effect. The Developer irrevocably appointed the Lender as its attorney-in-fact to demand, receive and enforce the Developer's rights under the Development Agreement for and on behalf of and in the name of the Developer or, at the option of the Lender, in the name of the Lender, with the same force and effect as the Developer could do if this Assignment had not been made, but only to be exercised by the Lender following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement).

4. This Assignment shall constitute a perfected, absolute and present assignment, provided that the Lender shall have no right under this Assignment to enforce the provisions of the Development Agreement or the TIF Note or exercise any rights or remedies under this Assignment until an Event of Default shall occur and be continuing.

5. Upon the occurrence and during the continuance of an Event of Default, without affecting any of the Lender's rights or remedies against the Developer under any other instrument or agreement, the Developer shall be deemed to have irrevocably appointed the Lender as the Developer's attorney-in-fact to exercise any or all of the Developer's rights in, to and under this Assignment and to give appropriate receipts, releases and satisfactions on behalf of the Developer in connection with the performance by any party to the Development Agreement and to do any or all other acts in the Developer's name or in the Lender's own name that the Developer could do under the Development Agreement with the same force and effect as if this Assignment had not been made. In addition, the Lender shall have the right to exercise and enforce any and all rights and remedies available after and during the continuance of a default to a secured party under the Uniform Commercial Code as adopted in the State of Minnesota. If notice to the Developer of any intended disposition of collateral or of any intended action as required by law in any particular instance, such notice shall be deemed commercially reasonable if given in writing at least ten (10) days prior to the intended disposition or other action. The Developer hereby authorizes the Lender to deliver a copy of this Assignment to any other party to the Development Agreement to verify the rights granted to the Lender hereunder. The Authority is authorized and directed by the Developer to tender performance of its obligations under the Development Agreement to the Lender upon presentation of a copy of this Assignment upon written notice to the Authority that an Event of Default has occurred.

6. The Authority hereby consents and agrees to the terms and conditions of this Assignment. The Authority further represents and warrants to the Lender that the Development Agreement is a valid agreement enforceable in accordance with its terms, that the Authority is not in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date thereof. To the actual knowledge of the Authority, the Developer is not in default under the Development Agreement and all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date thereof.

7. On the date hereof, the Authority shall deliver the original TIF Note to the Lender to be held as collateral security for this Assignment. The Lender understands and acknowledges that the Authority will require the Lender to execute an investment letter upon receipt of the TIF Note.

8. The Authority agrees to provide the Lender with copies of any notice of default given under the Development Agreement, and agrees that the Lender shall have the right, but not the obligation, to cure such default within the time period set forth in the Development Agreement.

9. The parties agree that the TIF Note shall be issued pursuant to the requirements of Sections 3.4 and Section 3.8 of the Development Agreement. No change or amendment that would materially and adversely affect the amount or timing of receipt of Available Tax Increment (as that term is defined in the Development Agreement) shall be made to the terms of the Development Agreement without the prior written consent of the Lender.

10. *Intentionally Omitted*.

11. The Authority acknowledges that the rights of the Authority with respect to receipt and application of any proceeds of insurance at set forth in Article V of the Development Agreement shall, in all respects, be subject and subordinate to the rights of the Lender under the Mortgage.

12. Notwithstanding the provisions of Article VI of the Development Agreement, the Authority acknowledges that the agreement by the Developer to pay real estate taxes as set forth in Section 6.1 of the Development Agreement is not the personal obligation of, nor shall any such provision of Article VI impose any personal obligation upon, the Lender, except to the extent the Lender assumes the Developer's obligations under the Development Agreement and seeks to enforce the Developer's rights thereunder after an Event of Default as described in Section 5 hereof.

13. Pursuant to Section 7.1 of the Development Agreement, the Authority hereby agrees that the foregoing commitments for financing for the Project provided by Developer are approved.

14. Pursuant to Section 7.3 of the Development Agreement, the Authority hereby agrees, except as set forth in the last sentence of this Section 14, that all of its respective rights under the Development Agreement shall be subject and subordinate to the Mortgage. Notwithstanding the foregoing, nothing herein shall subordinate (i) the Authority's right to exercise all of its rights and remedies under Article IX of the Development Agreement (including suspending or terminating payments under the TIF Note); (ii) the Declaration (as that term is defined in the Development Agreement) and the affordability requirements set forth in Section 4.5 of the Development Agreement; (iii)the Minimum Assessment Agreement (as that term is defined in the Development Agreement); or (iv) the requirement contained in the Development Agreement that the Property be used in accordance with the provisions of Section 10.3 of the Development Agreement.

15. This Assignment can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by the Lender. A waiver by the Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies hereunder. All rights and remedies of the Lender shall be cumulative and shall be exercised singularly or concurrently, at the Lender's option, and any exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

16. No provision of this Assignment shall be deemed or construed to alter, amend or modify, in any way, the rights and obligations of the Authority against the Developer as set forth and contained in the Development Agreement.

17. Any notice, request, demand or other communication hereunder shall be deemed duly given if delivered or postage prepaid, certified or registered, addressed to the party as set forth below:

If to the Authority:

Economic Development Authority in and for the City of Minnetonka
14600 Minnetonka Boulevard
Minnetonka, Minnesota 55345
Attention: Community Development Director

If to the Developer:

Minnetonka Marsh, LLC
7803 Glenroy Road, Suite 200
Bloomington, Minnesota 55439
Attention: Legal Department

With a copy to:

Taft Stettinius & Hollister LLP
2200 IDS Center 80 South Eighth Street
Minneapolis, Minnesota 55402-2210
Attention: Justin Weinberg

If to the Lender:

Wells Fargo Bank, National Association
670 McKnight Rd N, 4th floor
St Paul, Minnesota 55119
Attention: Sarah Schmidt

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the Developer has caused this Assignment to be duly executed as of [_____], 2026.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF CONTRACT FOR PRIVATE REDEVELOPMENT AND TIF NOTE]

AUTHORITY:

ECONOMIC DEVELOPMENT
AUTHORITY IN AND FOR THE CITY
OF MINNETONKA, MINNESOTA

By:_____
Rebecca Schack
Its: President

By:_____
Michael Funk
Its: Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Rebecca Schack, the President of the Economic Development Authority in and for the City of Minnetonka, Minnesota, on behalf of the Authority.

_____
Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Michael Funk, the Executive Director of the Economic Development Authority in and for the City of Minnetonka, Minnesota, on behalf of the Authority.

_____
Notary Public

[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF CONTRACT FOR PRIVATE REDEVELOPMENT AND TIF NOTE]

DEVELOPER:

MINNETONKA MARSH, LLC, a
Minnesota limited liability company

By:_____
Anne T. Behrendt
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Anne T. Behrendt, the President of Minnetonka Marsh, LLC, a Minnesota limited liability company, for and on behalf of said limited liability company.

_____
Notary Public

[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF CONTRACT FOR PRIVATE REDEVELOPMENT AND TIF NOTE]

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By:_____
Sarah Schmidt
Its: Executive Director

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Sarah Schmidt, an Executive Director of Wells Fargo Bank, National Association, a national banking association, for and on behalf of said national banking association.

_____
Notary Public

EXHIBIT A

(Legal Description)

Real property in the City of Minnetonka, County of Hennepin, State of Minnesota, described as follows:

Lots 9, 10, 11, 12 and 13, Block 3, Boulevard Gardens, Hennepin County Minnesota, except the South 10 feet of said Lots 9, 10, 11, 12 and 13 and except that part of said Lots 11, 12 and 13 that is designated and delineated as Parcel 10C on the Minnesota Department of Transportation Right-of-Way plat No 27-37.

(Torrens Property)

[confirm]

EDA Resolution No. 2026-_____

Resolution approving a collateral assignment of contract for private redevelopment and TIF Note with Minnetonka Marsh, LLC and Wells Fargo Bank, National Association

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Be it resolved by the Board of Commissioners (the "Board") of the Economic Development Authority in and for the City of Minnetonka, Minnesota (the "Authority") as follows:

Section 1. Background.

1.01. The Authority was created pursuant to Minnesota Statutes, Sections 469.090 through 469.1082, as amended, and was authorized to transact business and exercise its powers by a resolution adopted by the City Council of the City of Minnetonka, Minnesota (the "City").

1.02. The Authority and the City have undertaken a program to promote economic development and job opportunities, promote the development and redevelopment of land which is underutilized within the City, and facilitate the development of affordable housing.

1.03. In order to facilitate the development of affordable housing within the City, the City and the Authority intend to establish the Marsh Run II Tax Increment Financing District (the "TIF District"), a redevelopment district with Development District No. 1 in the City pursuant to Minnesota Statutes, Sections 469.174 through 469.1794, as amended.

1.04. The Authority and Minnetonka Marsh, LLC, a Minnesota limited liability company (the "Redeveloper"), entered into a Contract for Private Redevelopment, dated October 30, 2023 (the "Contract"), pursuant to which the Redeveloper agreed to acquire certain property (the "Redevelopment Property") within the TIF District and construct a mixed-income apartment complex with approximately 197 units, including 40 affordable units (20 units at 60% area median income and 20 units at 80% area median income), including a parking garage and surface parking (the "Minimum Improvements").

1.05. In order to make the Minimum Improvements economically feasible for the Redeveloper to construct, the Authority has issued its Tax Increment Revenue Note, Series 2026 (the "TIF Note"), in the principal amount of $4,600,000, to reimburse the Redeveloper for a portion of the land acquisition costs and certain site improvements costs related to the Minimum Improvements with tax increment revenue generated from the Redevelopment Property.

1.06. Wells Fargo Bank, National Association, a national banking association (the "Lender"), has agreed to provide a permanent real estate loan (the "Loan") to the Redeveloper in the principal amount of $48,500,000 to provide additional financing for the Minimum Improvements. As a condition to providing the Loan to the Redeveloper, the Lender requires that the Redeveloper assign its rights to and interests in the Contract and the TIF Note to the Lender and that the Authority consent to the assignment thereof.

1.07. There has been presented before the Board a form of Collateral Assignment of Contract for Private Redevelopment and TIF Note (the "Collateral Assignment") to be executed by the Redeveloper, the Authority, and the Lender, which sets forth the terms of the Redeveloper's assignment of its rights and interest in the Contract and the TIF Note to the Lender and the consent of the Authority to such assignment.

Section 2. Board Action.

2.01. The Board approves the Collateral Assignment in substantially the form on file in City Hall, together with any related documents necessary in connection therewith, including without limitation all other documents, exhibits, certifications, or consents referenced in or attached to the Collateral Assignment (the "Documents").

2.02. The Board hereby authorizes the President and Executive Director, in their discretion and at such time, if any, as they may deem appropriate, to execute the Documents on behalf of the Authority, and to carry out, on behalf of the Authority, the Authority's obligations thereunder when all conditions precedent thereto have been satisfied. The Documents shall be in substantially the form on file with the Authority and the approval hereby given to the Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the Authority and by the officers authorized herein to execute said Documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the Authority. The execution of any instrument by the appropriate officers of the Authority herein authorized shall be conclusive evidence of the approval of such Document in accordance with the terms hereof. This resolution shall not constitute an offer and the Documents shall not be effective until the date of execution thereof as provided herein.

2.03. In the event of absence or disability of the officers, any of the Documents authorized by this resolution to be executed may be executed without further act or authorization of the Board by any duly designated acting official, or by such other officer or officers of the Board as, in the opinion of the City Attorney, may act in their behalf. Upon execution and delivery of the Documents, the officers and employees of the Board are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the Board to implement the Documents.

Adopted by the Board of Commissioners of the Economic Development Authority in and for the City of Minnetonka, Minnesota, on Aug. 10, 2026.

_____

Rebecca Schack, President

Attest:

_____
Becky Koosman, Secretary

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 Board of Commissioners of the Economic Development Authority in and for the City of Minnetonka, Minnesota, at a meeting held on Aug. 10, 2026.

_____
Becky Koosman, Secretary