

**Agenda**  
**City of Minnetonka**  
**City Council Regular Meeting**  
**Monday, April 7, 2025**  
**6:00 PM**  
**Council Chambers**  
**14600 Minnetonka Blvd.**



1. Call to Order
2. Pledge of Allegiance
3. Roll Call: Ramaley, Coakley, Foster-Bolton, Schack, Wilburn, Calvert, Wiersum
4. Approval of Agenda
5. Approval of Minutes:
  - A. [March 17, 2025 regular meeting minutes](#)
  - B. [Feb. 3, 2025 study session minutes](#)
6. Special Matters:
  - A. [Recognition of 2025 Minnetonka Academy graduates and participants](#)
  - B. [Arab American Heritage Month Proclamation](#)
7. Reports from City Manager & Council Members
8. Citizens Wishing to Discuss Matters Not on the Agenda
9. Bids and Purchases:
  - A. [Bids for the Police Department Roof Project](#)
10. Consent Agenda - Items Requiring a Majority Vote:
  - A. [Agreement with State of Minnesota Institution Community Work Crew \(ICWC\) Program](#)
  - B. [Joint Powers Agreement \(JPA\) with Minnesota Department of Public Safety](#)
  - C. [Ratification of a three-year Microsoft Enterprise agreement](#)
11. Consent Agenda - Items Requiring Five Votes:
  - A. [Interim use permit and variance for the relocation of an existing garden market at 17501 Highway 7](#)
12. Introduction of Ordinances: None
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 12940 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. Temporary on-sale liquor license for Boom Island Brewing Company LLC, at 5959 Baker Road
  - D. Temporary on-sale liquor license for ResourceWest, at 14600 Minnetonka Boulevard
14. Other Business:
- A. Preliminary plat for a two-lot subdivision, with variances, at 5038 Dominick Spur
  - B. Purchase agreement for 12620 Minnetonka Blvd
  - C. Follow-up from March 24 study session
15. Appointments and Reappointments:
- A. Diversity equity and inclusion (DEI) commission appointment
16. Adjournment

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

**City Council  
Agenda Item 5.A  
Meeting of April 7, 2025**



**Title:** March 17, 2025 regular meeting minutes  
**Report from:** Becky Koosman, City Clerk  
**Presenter:** Mayor Wiersum

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

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**Recommended Action**

Motion to approve March 17, 2025 regular meeting minutes.

**ATTACHMENTS:**

[Minutes](#)

**Minutes  
Minnetonka City Council  
Monday, March 17, 2025**

**1. Call to Order**

Mayor Brad Wiersum called the meeting to order at 6:00 pm

**2. Pledge of Allegiance**

All joined in the Pledge of Allegiance.

**3. Roll Call**

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

Councilmember Patsy Foster-Bolton was excused.

**4. Approval of Agenda**

Calvert moved, Ramaley seconded a motion to accept the agenda as amended with addenda for Item 10.A. All voted "yes." Motion carried.

**5. Approval of Minutes:**

**A. January 10, 2025 legislative breakfast minutes**

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

**B. February 24, 2025 regular meeting minutes**

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

**C. March 3, 2025 regular meeting minutes**

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

**6. Special Matters: None**

**7. Reports from City Manager & Council Members**

City Manager Mike Funk reported on upcoming city events and council meetings. He welcomed newly appointed City Attorney Erik Nilsson to the City of Minnetonka.

City Attorney Eric Nelson stated he was honored to be working with the City of Minnetonka and he looked forward to doing good work in this community.

Calvert reported she attended the National League of Cities Congressional Conference last week where the strain of data centers were discussed.

Calvert explained last week she also attended a Minnetonka Family Collaborative meeting. She noted the topic at this meeting focused on the new approach to immigration and the impact this was having on families.

Schack stated she was at the Minnesota capitol several weeks ago in order to speak with legislators regarding bonding requests and bills the city would be promoting.

Coakley reported on Sunday she participated in a speaking engagement that focused on affordable housing issues across the state of Minnesota.

Ramaley indicated she also attended the National League of Cities Congressional Conference last week, noting she was a part of the Community and Economic Development Committee. She explained this committee met and discussed issues surrounding housing supply and affordable housing.

Wiersum stated he attended several meetings with legislators for the City's Day on the Hill where housing was a main topic of discussion.

Wiersum reported he also discussed the need for housing for those with disabilities at the National League of Cities Congressional Conference.

Wiersum explained last Thursday he served on a panel at the Wayzata West Metro Chamber of Commerce meeting where he took challenging questions regarding housing. It was his hope he could keep spreading the word on the innovative ways the city has pursued affordable housing.

Wiersum stated he attended a Lake Minnetonka Mayors meeting earlier today where the group met with Senator Ann Johnson-Stewart to discuss budgeting issues at the capitol.

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

Kevin Ringhoffer, 2200 Indian Road West, addressed the council regarding affordable housing. He appreciated the fact the city was taking on a zoning code

rewrite in order to better understand how more affordable housing could be located in the community. He hoped the city could continue to do great work when it comes to affordable housing. He recommended the state be a player in the good work the city was doing. While he understood local control was important, he feared local control has been used to advance discrimination and discriminatory practices for too long. He indicated by allowing the state to address these concerns, communities would be able to produce more affordable housing.

**9. Bids and Purchases: None**

**10. Consent Agenda – Items Requiring a Majority Vote:**

**A. A conditional use permit for Southwest Eye Care at 12983 Ridgedale Drive**

Schack moved, Calvert seconded a motion to adopt Resolution 2025-024 approving the permit. All voted “yes.” Motion carried.

**11. Consent Agenda – Items requiring Five Votes:**

**A. Solar on Public Buildings Grant Program**

Calvert moved, Ramaley seconded a motion to adopt Resolution 2025-025 for Solar on Public Buildings Grant Program, authorize staff to proceed to construction for three solar on public buildings sites at Central Fire Station #1, Well #3, and Ice Arena B, and amend the 2023 and 2024 Capital Improvement Programs. All voted “yes.” Motion carried.

**12. Introduction of Ordinances: None**

**13. Public Hearings:**

**A. Temporary on-sale liquor license for Immaculate Heart of Mary Church, 13505 Excelsior Boulevard**

Community Development Director Julie Wischnack gave the staff report.

Wiersum opened the public hearing.

Kelly Dennehy, Business Administrator at Immaculate Heart of Mary Church, thanked the council for considering her request. She explained this would be the churches fourth annual block event and would include a fun run, bingo, llamas, classic car show and a beer garden.

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

Calvert moved, Schack seconded a motion to grant the license. All voted "yes." Motion carried.

**B. Off-sale intoxicating liquor license for BSA Liquor House LLC, dba Strong Liquor & Wine located at 11048 Cedar Lake Road**

Community Development Director Julie Wischnack gave the staff report.

Wiersum opened the public hearing.

Calvert moved, Ramaley seconded a motion to continue the public hearing to April 21, 2025 for final consideration. All voted "yes." Motion carried.

**14. Other Business:**

**A. 2025 assessment report**

City Assessor Melanie Putz gave the staff report.

Schack thanked Ms. Putz for her detailed report. She asked if the distribution of home sales by price included townhomes and condos. Putz reported this pie chart only addressed single family homes.

Wiersum commented on the new tax rate for land trust homes, noting the proposed change by legislature was an improvement, but he believed more work could be done.

Calvert moved, Schack seconded a motion to accept the 2025 assessment report. All voted "yes." Motion carried.

**B. Villas at Chasewood HIA Development agreement**

Community Development Director Julie Wischnack gave the staff report.

Wiersum asked what the interest rate would be for the annual fee. Wischnack stated the interest rate would be 7% over the 20 year term.

Calvert indicated she supported the proposed request.

Wiersum commented this was the third time he has considered a request like this. He stated it was unfortunate when properties get into this

situation, but he was proud of the fact the city was innovative and was willing to do HIA's.

Ramaley moved, Schack seconded a motion to adopt Resolution 2025-026 approving the agreement. All voted "yes." Motion carried.

**15. Appointments and Reappointments: None**

**16. Adjournment**

Wilburn moved, Ramaley seconded a motion to adjourn the meeting at 7:13 p.m. All voted "yes." Motion carried.

Respectfully submitted,

Becky Koosman  
City Clerk

**City Council  
Agenda Item 5.B  
Meeting of April 7, 2025**



**Title:** Feb. 3, 2025 study session minutes  
**Report from:** Becky Koosman, City Clerk  
**Presenter:** Mayor Wiersum

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

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**Recommended Action**

Motion to approve Feb. 3, 2025 study session minutes.

**ATTACHMENTS:**

[Minutes](#)

**Minutes  
City of Minnetonka City Council  
Study Session  
Monday, February 3, 2025**

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

**Staff:** Sarissa Falk, Corrine Heine, Mike Funk, Moranda Dammann, Julie Wischnack, Kelly O'Dea, Scott Boerboom, Kevin Fox, Darin Nelson, Will Manchester

**1. Call to Order**

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

**2. Introduction/ Roll Call**

Council, staff and residents introduced themselves.

**3. Business Items:**

**A. 2025 community survey review**

Senior Management Coordinator Sarissa Falk provided an overview of the annual community survey. Peter Leatherman of the Morris Leatherman Company, attended the session to gather themes and feedback from council to prepare in determining questions for the 2025 community survey.

The city council provided thoughts and feedback about this year's survey questions.

**B. Park board interviews**

City council interviewed five selected applicants for the three upcoming vacancies on the Park Board: Jennifer Christie, Luke Van Santen, Brad Lehrman, John Selisky, and Caleb Schultz.

**C. Electric-assisted bicycle (e-bikes)**

Police Chief Scott Boerboom detailed the current regulations surrounding electric bicycles. Rapid popularity of e-bikes has prompted discussions on safety concerns, as their increased speed compared to traditional bicycles can pose a risk to riders and pedestrians. Boerboom discussed options local authorities have in regulating where e-bikes can be ridden, who can operate them, and speed limits to mitigate potential accidents and injuries.

City council provided their thoughts on what types of regulations to adopt in Minnetonka.

**D. Licensed residential care facilities**

Community Development Director Julie Wischnack introduced the topic and outlined residential care facility regulations like zoning, licensing, and proximity of facilities. Wischnack detailed the location and proximity of facilities in Minnetonka and opened discussion for potential city regulation changes, particularly related to larger facilities.

**Minutes**  
**City of Minnetonka City Council**  
**Study Session**  
**Monday, February 3, 2025**

City council asked questions and gave feedback on the topic.

**E. March study session topics**

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

**4. Adjournment**

Wilburn adjourned the meeting at 9:00 p.m.

Respectfully submitted,

Becky Koosman

City Clerk

**City Council  
Agenda Item 6.A  
Meeting of April 7, 2025**



**Title:** Recognition of 2025 Minnetonka Academy graduates and participants

**Report from:** Sarissa Falk, Senior Management Coordinator

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

**Presenter:** Mayor Brad Wiersum

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**Action Requested:** Informational

**Form of Action:** Other

**Votes needed:** N/A

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**Summary Statement**

The Minnetonka Academy consisted of five sessions and took place Feb. 25-March 25. Topics covered throughout the sessions included general government, police and fire, recreation, public works and a mock council meeting. A total of 27 residents registered for the five-week program.

**Recommended Action**

Recognize the Minnetonka Academy graduates and participants.

**Strategic Plan Relatability**

N/A

**Financial Consideration**

No

**Background**

Today, the city celebrates the completion of the Minnetonka Academy, a program that provided residents with valuable insights into city operations and the dedicated work that keeps Minnetonka thriving. Over the past five weeks, residents engaged with city staff, learning about public safety, parks, infrastructure, and planning, demonstrating a deep commitment to their community.

This academy is more than just an educational experience - it fosters connection. By engaging with city leaders, residents took an important step toward active involvement in Minnetonka's future. Their dedication strengthens the city, whether through volunteering, serving on boards and commissions, or even pursuing public office.

Minnetonka's success relies on passionate and informed residents, and their curiosity and commitment are appreciated. Their involvement ensures that the city remains a wonderful place to live and grow. Let's congratulate these graduates and participants for their hard work and dedication. Thank you.

**Graduates - residents who attended at least four sessions**

- Susan Bieniek
- Christopher Carlson
- Peggy Carlson
- Sonja Ecklund
- Sara Ellis
- Owen Gonzalez
- Mary Grove
- Hamilton Hines
- Elizabeth Johnstone
- Wayne Johnstone
- Ben Mesick
- Guy Milbert
- Shane Nackerud
- Jenny Roesner
- Jackie Smolen
- Jeff Sundberg
- Nate Thornton

**Participants - residents who attended one-three sessions**

- Janet Ajax
- John Ingham
- Zhen Liu
- Richard Toledo

**City Council  
Agenda Item 6.B  
Meeting of April 7, 2025**



**Title:** Arab American Heritage 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

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**Action Requested:** Informational  
**Form of Action:** Other  
**Votes needed:** N/A

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**Recommended Action**  
Read the proclamation.

**Strategic Plan Relatability**  
Community Inclusiveness

**ATTACHMENTS:**  
[Arab American Heritage Month proclamation](#)



**City of Minnetonka**  
**Proclamation**  
**Arab American Heritage Month**  
April 1-30, 2025

- WHEREAS Arab American Heritage Month was first recognized at the national level in April 2021, marking a historic acknowledgment of the contributions and presence of Arab Americans across the United States; and
- WHEREAS Arab Americans have been an integral part of the American story, contributing richly to our nation's history, culture, economy, and public life through achievements in medicine, law, business, education, technology, government, the arts, and more; and
- WHEREAS Arab Americans have often faced discrimination, bias, and stereotyping, yet they continue to build strong communities, engage in public service, and advocate for justice, equity, and inclusion; and
- WHEREAS the Arab American community is composed of a diverse group of individuals representing a variety of cultural traditions, religious beliefs, and national backgrounds; and
- WHEREAS Arab American Heritage Month is an opportunity to celebrate the history, contributions, resilience, and rich cultural traditions of Arab Americans and to foster deeper understanding and unity among all residents of Minnetonka; and
- WHEREAS recognizing Arab American Heritage Month reaffirms our shared commitment to diversity, equity, and the full inclusion of all communities in civic life;

NOW, THEREFORE, BE IT RESOLVED, that the Minnetonka City Council does hereby declare the month of April, as Arab American Heritage Month in the City of Minnetonka.

April 7, 2025

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Brad Wiersum, Mayor

**City Council  
Agenda Item 9.A  
Meeting of April 7, 2025**



**Title:** Bids for the Police Department Roof Project

**Report from:** Kevin Maas, SFP, Public Works Facilities Manager

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

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

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**Action Requested:** Motion

**Form of Action:** Contract/Agreement

**Votes needed:** 5 votes

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**Summary Statement**

On Feb. 10, 2025, the council adopted a resolution ordering the improvements, accepting plans and specifications, and authorizing the advertisement for bids for replacement of the existing police department roof project No. 24010. The roof structure has reached the end of its useful life. The bid process further included roofs at the community center link and council chambers areas as alternatives for consideration as funding allows.

**Recommended Action**

1. Motion to award a contract for the Police Department Roof Replacement, project number 24010, to Horizon Roofing for the base bid and add alternates 1 and 2 in the amount of \$676,500.
2. Motion to amend the 2024 and 2025 Capital Improvements Program (CIP).
3. Motion to authorize the Public Works Director to expend the allocated funds for the project cost without further council approval, provided the project costs do not exceed the amended project budget of \$775,000.

**Strategic Plan Relatability**

Infrastructure & Asset Management

The Police Department Roof Replacement Project supports desired outcome 5.1, improve reliability and efficiency of utilities and facilities. The project initiatives maintain and manage capital assets, promote energy conservation and long-term investments, ensure reliable service and contribute to sustainable initiatives of energy reduction and solar reflection (white roof).

**Financial Consideration**

Yes

The Police Department Roof Replacement Project is budgeted in 2025 of the 2025 – 2029 Capital

Improvements Program (CIP), Capital Replacement Fund, in the amount of \$550,000. Following bids received, amendments to the 2024 and 2025 CIPs are proposed to include the community center link and council chambers roof area alternatives, funded through the Capital Replacement Fund (\$125,000) and Public Education and Government (PEG) (\$100,000), which fund balances can support these amendments.

**Background**

See Supplemental Background Report.

**ATTACHMENTS:**

[Supplemental Background Report](#)

## Supplemental Background Report

The current police station consists of a two-to-three story building built in 1974 as a fire station. This section of roof has reached the end of its useful life and is in need of replacement, with a total area of approximately 7,200 square feet. The existing roof system consists of a flat asphalt-base sheet connected to the existing steel deck, with layers insulation, covered in asphalt and a four-ply asphalt roof membrane with gravel surfacing. The existing R-value (insulation rating) for this roof area is approximately R-16.5.

### Proposed Improvements

The existing roof membrane, insulation and vapor barrier are proposed to be removed to the existing deck. The proposed roof installation would consist of a new, polyester-reinforced, white roof membrane with included 30-year warranty. The proposed white roof is designed to reflect more sunlight and absorb less heat due to the high reflectivity and can reflect 60-90% of the sun, allowing for a reduced heat load on the building. The new R-value for this roof area would be approximately R-31.

### Alternate Considerations

In addition to the police department roof, two smaller portions of the community center link and council chambers are reaching the end of their useful life. These areas are proposed as bid alternates to the police department area, in an effort to also consider this work at the time of bid award, to optimize economy of scale. The community center link is approximately 1,025 square feet and the council chambers area is approximately 1,800 square feet of flat surfaces.

The existing roof membrane, insulation and vapor barrier are proposed to be removed to the existing deck in these areas. The proposed roofs would also consist of a new, polyester-reinforced, white roof membrane with included 30-year warranty. The new R-value for this roof area will be approximately R-31.

### Bid Opening

Bids were opened for the project on March 12, 2025. Three bids were received in response to the call for bids, and the results are as follows:

<b>Contractor</b>	<b>Total Bid</b>	<b>Base Bid</b>	<b>Alternate A- Community Center Link</b>	<b>Alternate B- Council Chambers</b>
<b>Horizon Roofing</b>	<b>\$676,500.00</b>	<b>\$506,800</b>	<b>\$96,000</b>	<b>\$73,700</b>
B.L. Dalsin	\$890,670.00	\$611,394	\$167,741	\$111,535
J.A. Dalsin	\$947,265.00	\$651,634	\$155,217	\$140,414
<i>Engineers Estimate</i>	<i>\$645,000.00</i>	<i>\$450,000</i>	<i>\$95,000</i>	<i>\$100,000</i>

The low bidder, Horizon Roofing, has satisfactorily completed similar projects in the area.

### **Estimated Project Costs and Funding**

The total estimated construction cost, including engineering, administration and contingency, is \$775,000 for the police department roof with recommended alternates for the community center link and council chambers roof. Project funding is included in 2025 within the 2025 – 2029 (CIP). Based on the estimated construction costs, the CIP budget currently supports construction of the base bid police department roof. Staff is proposing to reallocate \$125,000 of available funds within the 2024 city hall civic center complex project. This project was intended for replacement of city hall windows. After a feasibility study, it was determined this project could be reprogrammed to a future date beyond the current 2025-2029 CIP.

A CIP amendment is required for consideration of alternatives and is presented below as recommended by staff. Based on pricing received, an amendment is proposed within the 2024 CIP to reallocate funding from the above-mentioned city hall window project along with an amendment to the 2025 CIP to utilize Public Education and Governmental (PEG) funding, which may only be used for broadcast area improvements to the council chambers, as collected through cable franchise fees. The budgeted amounts for the project are shown below and the fund balances currently can support the estimated project costs.

While staff is recommending bid alternates A and B, council could choose to delay moving forward on these alternates and CIP amendments, and bid at a future date if they so choose.

	<b>Budget Amount</b>	<b>Proposed Funding</b>	<b>Expense</b>
Construction Costs			
Base Bid - Police Department Roof			\$506,800
Alternate 1 – Community Center Link			\$96,000
Alternate 2 – Council Chambers – City Hall			\$73,700
Contingencies			\$68,500
Engineering, Administration, and Indirect Costs			\$30,000
2025 CIP – Capital Replacement Fund	\$550,000	\$550,000	
2024 CIP – Capital Replacement Fund (Project Reallocation)		\$125,000	
Public Education and Governmental (PEG) Fees		\$100,000	
<b>Total Budget</b>	<b>\$775,000</b>	<b>\$775,000</b>	<b>\$775,000</b>

### **Schedule**

If the recommended actions are approved by council, construction would begin in May with completion by fall.

**City Council  
Agenda Item 10.A  
Meeting of April 7, 2025**



**Title:** Agreement with State of Minnesota Institution Community Work Crew (ICWC) Program

**Report from:** Will Manchester, P.E., Public Works Director

**Submitted Through:** Darin Ellingson, Street and Park Operations Manager  
Darin Nelson, Finance Director  
Erik Nilsson, City Attorney  
Mike Funk, City Manager

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

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**Action Requested:** Motion

**Form of Action:** Contract/Agreement

**Votes needed:** 4 votes

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**Summary Statement**

Since 2004, the City of Minnetonka and state Department of Corrections have been partnering on the Institution Community Work Crew (ICWC) Program. The partnership goals allow educational opportunities to minimum-security offenders on social and work skills while communities participating in the program accomplish a wide range of projects within their community.

**Recommended Action**

Approve the contract with the State of Minnesota Institution Community Work Crew (ICWC) program.

**Strategic Plan Relatability**

Community Inclusiveness

The ICWC program relates to desired outcome 6.3, create and expand equitable opportunities for accessing programs, services and facilities. The program provides opportunities to participants of the program as well as resources to the city for a wide variety of city maintenance operations and projects. The program develops and implements inclusive recruiting, application and hiring for diverse candidates from all backgrounds, while assisting the city in supporting the sustainable maintenance of assets and preservation efforts of the community.

**Financial Consideration**

Yes

The ICWC program is budgeted in the Street Maintenance, Park Maintenance, Utility Fund and Natural Resources operating budgets. The annual city cost for this program is \$324,500 for the next two-year contract. The previous contract annual cost for this program was \$310,000. Staff finds the proposed change in cost reasonable for the services provided and essential assistance these multiple crews

provide for the city.

**Background**

The ICWC program provides the City of Minnetonka with three crew leaders who will individually supervise up to ten minimum-security offender members. The work takes place during four, 10-hour days per week, including the hours crew leaders spend for daily preparation, communication, travel and equipment preparation.

The City of Minnetonka crews are a critical part of the city’s workforce and work on a variety of tasks for the city including: drainage maintenance, sidewalk/trail/building snow removal, natural resources restoration projects, tree sale labor, landscaping and park maintenance, utility water filter media replacement, daily custodial building maintenance at public works, vehicle washing, labor for a variety of departments for special events, invasive species removal, large tree removal, and trimming and removal of smaller trees in preparation for road reconstruction projects.

This relationship has been an overwhelming success with program participants working within the community together with city staff. While the city benefits from the hard work of these individuals within the program and the ability to utilize an available workforce, the program individuals gain skill-building opportunities and the potential to develop job skills, focusing on future job markets. The program is voluntary for individuals who choose to participate, and these individuals are fully incorporated into the public works work culture during their work.

The public works department does continue to use seasonal employees; however, seasonal staff has been more difficult to hire and retain for various reasons and program participants continue to be a key contributor to the city’s workforce. The contract has been reviewed by the city attorney and would be effective June 1, 2025 to May 31, 2027.

**ATTACHMENTS:**  
[ICWC Contract](#)



# State of Minnesota

## Income Contract

SWIFT Contract No.: **264622**

This contract is between the State of Minnesota, acting through its Commissioner of Corrections, Institution Community Work Crew, 1450 Energy Park Drive, St. Paul, Minnesota 55108, ("State"), and the City of Minnetonka, 14600 Minnetonka Blvd., Minnetonka, Minnesota, 55345 (Purchaser"). State and Purchaser may be referred to jointly as "Parties."

### Recitals

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

Accordingly, the Parties agree as follows:

### Contract

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#### 1. Term of Contract

- 1.1 **Effective date:** June 1, 2025, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** May 31, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. State's Duties

The State will:

- 2.1 Provide three (3) crew leader(s) who will individually supervise up to ten (10) crew members during four (4) 10-hour days per week, including the hours crew leaders spend for daily preparation, communication and travel. The crew leaders will take directions as to the location and nature of the work to be completed on a given day as requested by the Purchaser's Authorized Representative or designee.
- 2.2 Train each work crew in safety principles and techniques set forth by applicable federal, state and local agency requirements. Purchaser agrees that the state has the authority to refuse selected projects if it considers the project beyond the skill level of the crew members and/or unsafe to perform.
- 2.3 Provide required personal safety equipment and clothing needed for specific work.
- 2.4 Screen projects to ensure that appropriate staff are assigned.
- 2.5 Submit reports to the Purchaser upon request within sixty (60) days of the end of each quarter.

#### 3. Purchaser's Duties

The Purchaser will

- 3.1 Obtain all necessary permits or licenses or special authority for all projects that utilize ICWC labor.
- 3.2 Assign all work and coordinate material purchases and delivery through the ICWC crew leader for projects to be performed by the State.
- 3.3 Hire any subcontractors utilized in the project.
- 3.4 Provide utilities at the work site and set up accounts for the purchase of materials and rental of specialized tools or equipment needed for the work.
- 3.5 Meet with the State as necessary to provide project information needed by the State in the performance of its' duties.

#### **4. Payment**

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

- 4.1 Payment shall be made by the Purchaser to the State in the amount of one hundred sixty-two thousand two hundred fifty and 00/100 dollars (\$162,250.00) on June 1, 2025, of one hundred sixty-two thousand two hundred fifty and 00/100 dollars (\$162,250.00) on December 1, 2025, of one hundred sixty-two thousand two hundred fifty and 00/100 dollars (\$162,250.00) on June 1, 2026 and, of one hundred sixty-two thousand two hundred fifty and 00/100 dollars (\$162,250.00) on December 1, 2026. Any overtime hours will be billed at the rate of eighty-five 00/100 dollars (\$85.00) per hour.
- 4.2 The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is six hundred forty-nine thousand and 00/100 dollars (\$649,000.00), plus any additional overtime hours, as its share of the cost of providing a crew leader and placing the work crews into service on the ICWC Program during the term of this agreement. The Purchaser's share includes time scheduled for training, vacation, sick leave and holidays based on the terms and condition of the crew leaders AFSCME bargaining agreement.

#### **5. Authorized Representative**

The State's Authorized Representative is Scott Miller, ICWC Supervisor or his successor, 2420 Long Lake Rd, Roseville, Minnesota 55113.

The Purchaser's Authorized Representative is Will Manchester, Director of Public Works, or his successor, 14600 Minnetonka Blvd., Minnetonka, Minnesota, 55345. If the Purchaser's Authorized Representative changes at any time during this Contract, the Purchaser must immediately notify the State.

#### **6. Assignment, Amendments, Waiver, and Contract Complete.**

- 6.1 Assignment. The Purchaser may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 6.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 6.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.
- 6.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

#### **7. Liability**

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

#### **8. Government Data Practices.**

The Purchaser and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Purchaser under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this clause, the Purchaser must immediately notify and consult with the State's Authorized Representative as to how the Purchaser should respond to the request. The Purchaser's response to the request shall comply with applicable law.

**9. Publicity and Endorsement.**

- 9.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Purchaser individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- 9.2 Endorsement. The Purchaser must not claim that the State endorses its products or services.

**10. State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Purchaser’s books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

**11. Governing Law, Jurisdiction, and Venue.**

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

**12. Termination.**

Either party may cancel this Contract at any time, with or without cause, upon 30 days’ written notice to the other party.

**1. Purchaser**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**2. State Agency**

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**3. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Admin ID: \_\_\_\_\_

**City Council  
Agenda Item 10.B  
Meeting of April 7, 2025**



**Title:** Joint Powers Agreement (JPA) with Minnesota Department of Public Safety

**Report from:** Kevin Fox, Fire Chief

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

**Presenter:** Kevin Fox, Fire Chief

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**Action Requested:** Motion

**Form of Action:** Contract/Agreement

**Votes needed:** 4 votes

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**Summary Statement**

The Minnesota Department of Public Safety on behalf of the Minnesota Bureau of Criminal Apprehension (BCA) has requested that all governmental agencies who utilize their services for criminal background checks to enter into their Joint Powers Agreement (JPA).

**Recommended Action**

Motion to approve the joint powers agreement

**Strategic Plan Relatability**

N/A

**Financial Consideration**

N/A

**Background**

As required by Minnesota Statute 299F.035, all new hires in the fire department must pass a criminal background check conducted by the Minnesota Bureau of Criminal Apprehension (BCA). Previously, the City of Minnetonka used a signed agreement for these services. However, in 2025, the Minnesota Department of Public Safety implemented a new Joint Powers Agreement, requiring all governmental agencies utilizing BCA background check services to participate in this agreement.

**ATTACHMENTS:**

[JPA agreement Minnesota Department of Public Safety](#)



# Joint Powers Agreement

## State of Minnesota

### Federal Background Checks

ORI – NCJMN0032  
SWIFT Contract # 260965

This Agreement is between the State of Minnesota, acting through its commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Minnetonka on behalf of its Fire Department ("Governmental Unit").

#### Recitals

- 1 Under Minnesota Statutes § 471.59, the BCA and Governmental Unit are empowered to engage in such agreements as are necessary to exercise their powers.
- 2 The BCA is the State Identification Bureau for the State of Minnesota and is responsible for fingerprint identification services including submission of civil, fingerprint-based background checks to the Federal Bureau of Investigation ("FBI") subsequent to conducting Minnesota records checks.
- 3 The Governmental Unit has a state statute, Minnesota Statutes, § 299F.035, that has been approved by the United States Attorney General as compliant with Public Law 92-544.
- 4 The Governmental Unit wants to access federal data in support of its duties to conduct background checks as provided by law.
- 5 The purpose of this Joint Powers Agreement is to memorialize the requirements for Governmental Unit to obtain access and the limitations that apply to the information that Governmental Unit obtains.

#### Agreement

- 1 **Term of Agreement**
  - 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2.
  - 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.
- 2 **Agreement Between the Parties**
  - 2.1 **Request Submission.** Governmental Unit agrees that it will collect fingerprints from those individuals for whom a Minnesota and federal fingerprint-based background check will be conducted. Governmental Unit will forward the fingerprints and other documentation to the BCA. The fingerprints will be captured so they meet the requirements of National Institute of Standards and Technology Special Publication 500-290. The Governmental Unit will ensure that all fields required on the fingerprint card are completed.

Fingerprints received by Governmental Unit will be forwarded to the BCA using a secure method.
  - 2.2 **Request Processing.** On receipt of fingerprints that conform to the requirements of Clause 2.1, the BCA will conduct a check of the Minnesota criminal history repository for any records that match the fingerprints submitted. Any results of a fingerprint match in Minnesota will be returned to the Governmental Unit with the federal

results.

The BCA will also forward the fingerprints to the FBI for processing. The BCA will receive the response from the FBI, redact any data the Governmental Unit is not entitled to receive and forward the results to the Governmental Unit.

- 2.3 Policies.** The FBI and BCA have laws and policies on access, use, audit, dissemination, screening (pre-employment), security, training, and use of the criminal history results. These FBI and BCA policies, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us//noncrim/launchpad/index.pl>. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement.
- 2.4 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.5 Requirement to Update Information.** The parties agree that if there is a change to any of the information, whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change.
- 2.6 Compliance with Personnel Security Requirements.** Per Minnesota Statutes § 299C.46, employees of a Governmental Unit who review results of background checks will be required to take security awareness training and pass a federal, fingerprint-based background check. Any information technology staff who support the work of Governmental Unit and who have physical or logical access to criminal history information will also be required to take security awareness training and pass a federal, fingerprint-based background check and may need to sign a security addendum certification. All required training by Governmental Unit employees will be completed prior to reviewing or handling background checks.

### 3 Payment

Governmental Unit will pay the BCA for all services performed under this Agreement. For each background check that is processed by BCA, Governmental Unit will pay the fee identified at <https://dps.mn.gov/divisions/bca/Documents/Background-check-fees.pdf>. There is an additional \$10.00 fee if the fingerprints are taken at BCA.

### 4 Authorized Representatives

BCA's Authorized Representative is the person below, or her successor:

Name: Diane Bartell, Deputy Superintendent  
Address: Dept. of Public Safety; Bureau of Criminal Apprehension  
1430 Maryland Avenue East  
Saint Paul, MN 55106  
Telephone: 651.793.2590  
Email Address: [Diane.Bartell@state.mn.us](mailto:Diane.Bartell@state.mn.us)

Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Kevin Fox, Fire Chief  
Address: 14550 Minnetonka Blvd  
Minnetonka, MN 55345  
Telephone: 952.939.8339

Email Address: [kfox@minnetonkamn.gov](mailto:kfox@minnetonkamn.gov)

## 5 **Assignment, Amendments, Waiver, and Agreement Complete**

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except that described in Clause 2.5 above, must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 6 **Liability**

The BCA and the Governmental Unit agree each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible or liable for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Torts Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by the Minnesota Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law.

## 7 **Audits**

- 7.1** Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, State Auditor, or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.
- 7.2** Under applicable state and federal law and policy, the Governmental Unit's records are subject to examination by the BCA and the FBI to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

## 8 **Government Data Practices**

- 8.1 BCA and Governmental Unit.** The BCA and Governmental Unit must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minnesota Statutes §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the BCA or the Governmental Unit.

## 9 **Investigation of Alleged Violations; Sanctions**

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When

Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

## **9.2 Sanctions.**

**9.2.1** Under this Agreement, Governmental Unit must determine if and when an involved Individual User is disciplined due to inappropriate use of data. Governmental Unit may decide to suspend or terminate access and the decision must be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to temporarily suspend or eliminate an Individual User's access to data and will notify Governmental Unit if an Individual User is affected.

**9.2.2** If the BCA determines the Governmental Unit has jeopardized the integrity of the information, BCA may temporarily stop providing some or all the information under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

## **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11 Termination**

**11.1 Termination.** The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within 30 days of the affected party receiving that notice.

## **12 E-Verify Certification (In accordance with Minnesota Statutes § 16C.075)**

For services valued in excess of \$50,000, Governmental Unit certifies that as of the date of services performed by the BCA, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the Governmental Unit. Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the *E-Verify Subcontractor Certification Form* available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the BCA upon request.

## **13 Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; DPS/BCA NCJA Federal Background Check JPA (Aug. 2024)

4

7. Audits; 8. Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and 10. Venue.

**BCA and the Governmental Unit indicate their agreement and authority to execute this Agreement by signing below.**

**GOVERNMENTAL UNIT**

Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

By and Title: \_\_\_\_\_  
Governmental Unit

\_\_\_\_\_ Date

By and Title: \_\_\_\_\_  
Governmental Unit

\_\_\_\_\_ Date

By and Title: \_\_\_\_\_  
Governmental Unit

\_\_\_\_\_ Date

By and Title: \_\_\_\_\_  
Governmental Unit

\_\_\_\_\_ Date

By and Title: \_\_\_\_\_  
Governmental Unit

\_\_\_\_\_ Date

**DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

By and Title: \_\_\_\_\_  
(with delegated authority)

\_\_\_\_\_ Date

**COMMISSIONER OF ADMINISTRATION**

As delegated to the Office of State Procurement

By: \_\_\_\_\_

\_\_\_\_\_ Date

**City Council  
Agenda Item 10.C  
Meeting of April 7, 2025**



**Title:** Ratification of a three-year Microsoft Enterprise agreement

**Report from:** Patty Latham, Information Technology Manager

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

**Presenter:** Moranda Dammann, Assistant City Manager

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**Action Requested:** Motion

**Form of Action:** Contract/Agreement

**Votes needed:** 4 votes

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**Summary Statement**

Approve the ratification of the city's three-year Microsoft Enterprise Agreement (EA) for the period beginning in 2025. This agreement is essential for ensuring continued access to Microsoft products and services necessary for the city's operations.

**Recommended Action**

Motion to ratify the three-year Microsoft Enterprise agreement.

**Strategic Plan Relatability**

N/A

**Financial Consideration**

Yes

The total cost of the three-year agreement is \$472,000 and the first year of the agreement is included in the 2025 budget. Future years will be accounted for in both the Capital Improvement Programs and annual budgets.

**Background**

The city's prior multi-year Microsoft Enterprise Agreement (EA), which covers our technology licensing, expired earlier this spring. The IT staff collaborated with a new State of MN software provider and LOGIS to review our licensing needs, ensuring that the new agreement offers the best pricing and the appropriate licensing. Due to timing of the expiring agreement and the need for uninterrupted services, an agreement was approved by staff on March 18, 2025. The city manager has purchasing authority for goods and services over \$175,000 as long as the item is in the budget and purchased off of the state contract, which this agreement utilizes. However, since this is a multi-year agreement, it is recommended that we have the city council ratify the agreement.

This new agreement covers all desktop, office, server, and hardware licensing. Additionally, it is important to note that this agreement aligns with the Information Technology division's five-year Strategic Plan.

**Details of the Agreement:**

- **Term:** Three years, beginning in 2025
- **Total Agreement Cost:** \$472,000
- **Procurement Method:** State of Minnesota NASPO Valuepoint Software Var #CTR060025/222281
- **Funding:** The renewal is identified and budgeted in the five-year Capital Improvement Plan (CIP), and the 2025 annual renewal does not exceed the budgeted amount.

This agreement is a vital component of the City's technology infrastructure, ensuring that we remain aligned with current software needs while maximizing cost-effectiveness.

**ATTACHMENTS:**

[Agreement](#)

## Program Signature Form

MBA/MBSA number

Agreement number

5603385
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5-0000012579319
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**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, “Customer” can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Enterprise Amendment	M97 / New
Product Selection Form	2973890.008_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> City of Minnetonka
<b>Signature*</b>  <small>Patty Latham (Mar 18, 2025 14:15 CDT)</small>
<b>Printed First and Last Name*</b> Patty Latham
<b>Printed Title</b> Information Technology Manager
<b>Signature Date*</b> Mar 18, 2025
<b>Tax ID</b>

\* indicates required field

<b>Microsoft Affiliate</b>
<b>Microsoft Corporation</b>
<b>Signature</b> <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b>  (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

<b>Customer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

<b>Outsourcer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6880 Sierra Center Parkway  
 Reno, Nevada 89511  
 USA

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	86382053	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	75317681		

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

### ***Terms and Conditions***

#### **1. Definitions.**

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## 2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
  - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
  - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
  - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

**(vi) True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

**(vii) Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

**h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

**(i)** For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

**(ii)** If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

**i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

**j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

**a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

**b. Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

### **4. Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

## 5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
  - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
  - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
    - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate’s termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
  - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## **6. Government Community Cloud.**

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i)** Government Community Cloud Services will be offered only within the United States.
  - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

## **Enrollment Details**

### **1. Enrolled Affiliate's Enterprise.**

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

- Enrolled Affiliate only
- Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** City of Minnetonka

**Contact name: First\* Middle Last\*** Patty Latham

**Contact email address\*** platham@minnetonkamn.gov

**Street address\*** 14600 Minnetonka Blvd.

**City\*** Minnetonka

**State\*** MN

**Postal code\*** 55345-1502 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** 952-939-8259

**Tax ID**

*\* indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name:** First\* Patty Middle Last\* Latham  
**Contact email address\*** platham@minnetonkamn.gov  
**Street address\*** 14600 Minnetonka Blvd.  
**City\*** Minnetonka  
**State\*** MN  
**Postal code\*** 55345-1502 -  
(Please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\*** United States  
**Phone\*** 952-939-8259

**Language preference.** Choose the language for notices. English  
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.  
*\* indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name:** First\* Craig Middle Last\* Beers  
**Contact email address\*** cbeers@minnetonkamn.gov  
**Phone\*** 952-939-8387

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.  
*\* indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** Insight Direct USA, Inc.  
**Street address (PO boxes will not be accepted)\*** 2701 E. Insight Way  
**City\*** Chandler  
**State\*** AZ  
**Postal code\*** 85286-1930  
**Country\*** United States  
**Contact name\*** Software \*Contract Support  
**Phone\*** 800-624-0503  
**Contact email address\*** contractsupport@insight.com  
*\* indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

**Signature\*** *Software \*Contract Support*

**Printed name\*** Software \*Contract Support

**Printed title\***

**Date\***

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

### **3. *Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Electronically Submitted

## Previous Enrollment(s)/Agreement(s) Form

**Entity Name:** City of Minnetonka

**Contract that this form is attached to:** State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	75317681	X	X

## Amendment to Contract Documents

Enrollment Number

5-0000012579319

This amendment (“Amendment”) is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

### Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate’s Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	0	300
AAL-45735	M365 G5 GCC Sub Per User	0	1
MQM-00001	Entra ID P1 Gov Sub Per User	75	0
3NS-00003	Exchange Online P2 GCC Sub Per User	0	1
3QA-00008	Intune P1 Gov Sub AP Per User	75	0
105-00001	Power Automate Premium GCC Sub Per User	1	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	59	241

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

**Microsoft Internal Use Only:**

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)( WW)(ENG)(Dec2024)(IU).docx		M97	B
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**Proposal ID**

2973890.008

**Enrollment Number**

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	369	376	1.0	User Licenses

Products	Enterprise Quantity
<b>Office Professional Plus</b>	
Office Professional Plus	68
<b>Client Access License (CAL)</b>	
<b>Core CAL</b>	
Core CAL	75
<b>Windows Desktop</b>	
Windows Enterprise OS Upgrade	68
<b>Microsoft 365 Enterprise</b>	
M365 G5 GCC	1
M365 G3 GCC USL Unified	300

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
<b>Enterprise Products</b>	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
<b>Quantity</b>	369	376	376	369

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
<b>Enterprise Products and Enterprise Online Services USLs:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
<b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
<b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
<b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<b>Note 1:</b> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
<b>Note 2:</b> Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.	
<b>Note 3:</b> If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	
<b>Note 4:</b> Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	

**City Council  
Agenda Item 11.A  
Meeting of April 7, 2025**



**Title:** Interim use permit and variance for the relocation of an existing garden market at 17501 Highway 7

**Report from:** Bria Raines, Planner

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

**Presenter:** Susan Thomas, AICP, City Planner

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**Action Requested:** Motion

**Form of Action:** Resolution

**Votes needed:** 5 votes

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**Summary Statement**

Untiedt's Vegetable Farm, Inc. proposes to relocate its garden center to its original location, north of Northern Tool and Equipment, at 17501 Highway 7. The proposal requires an interim use permit with a setback variance from 100 feet to 75 feet from the closest residential property.

**Recommended Action**

Motion to adopt the resolution approving the permit.

**Strategic Plan Relatability**

N/A

**Financial Consideration**

No

**Background**

See supplemental background report.

**ATTACHMENTS:**

[Supplemental Background Report](#)  
[Project Information](#)  
[Resolution](#)

## **Supplemental Background Report**

In March 2020, the city approved an interim use permit for Untiedt's Vegetable Farm, Inc. to operate a seasonal garden market within the existing parking lot at 17501 Highway 7. The market occupied roughly 13,000 square feet in the northeast corner of the parking lot; see Fig. 1.

The market consisted of a greenhouse, two gazebos, and various display benches, all of which were surrounded by a three-foot fence. As approved, the market was permitted to operate annually from May 1 to October 31.

In April 2024, the city approved a new interim use permit for the relocation of Untiedt's Garden Market to the parking lot area east of County Road 101 and south of Culver's drive-thru exit (see Fig. 2). The relocation was needed because of a lease amendment requiring the garden center to relocate so that permanent redevelopment could be explored in the garden market's original location; just north of Northern Tool. The latest proposal for the location was [Les Schwab Tire Center](#), which was withdrawn after the planning commission review on June 20, 2024, and the city council review on July 8, 2024; see the planning commission and city council meeting minutes [here](#). No new applications for redevelopment in this area have been submitted.

The conditions of approval for the 2024 permit allowed staff to administratively review relocations, except for when the area of operation increases in size.<sup>1</sup> The 2024 approved area was roughly 2,500 square feet, whereas this proposal would increase the original footprint of 13,000 square feet; a new interim use permit is required.

## **Planning Commission Hearing**

The planning commission considered the proposal on March 13, 2025. The staff report from that meeting, the minutes, and various plans and documents describing the proposal are attached. Staff recommended approval of the proposal, noting:

- The garden market is an existing use in the shared parking lot between 17501 and 17555 Highway 7. This would not introduce a new use to the overall site.
- The market would meet all IUP standards and variance standards.

<sup>1</sup> Staff has included a provision in the 2025 resolution allowing staff to administratively approve the relocation of the garden center on the existing site if the use does not increase in size.



Figure 1- Original Approved Location

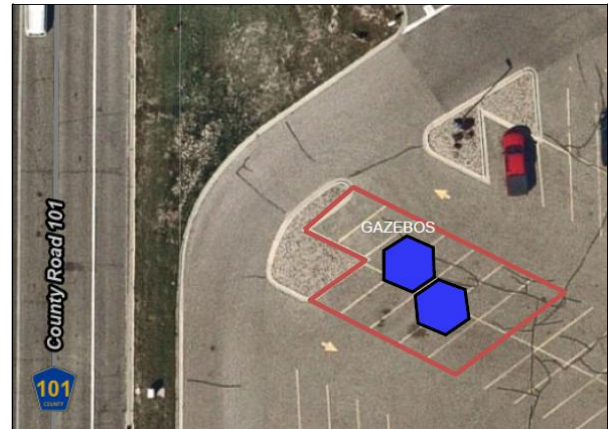


Figure 2- Previously Approved Location

- The site has an excess parking area that is underutilized. The existing use is not anticipated to impact the existing parking.

On a 7-0 vote, the planning commission recommended the city council approve the proposal.

**Since the Planning Commission Hearing**

There have been no changes to the proposal since the planning commission meeting.

**MINNETONKA PLANNING COMMISSION**  
**March 13, 2025**

<b>Brief Description</b>	Interim use permit and variance for the relocation of an existing garden market at 17501 Highway 7
<b>Recommendation</b>	Recommend the city council adopt the resolution approving the permit.

**Background**

In March 2020, the city approved an interim use permit for Untiedt’s Vegetable Farm, Inc. to operate a seasonal garden market within the existing parking lot at 17501 Highway 7. The market occupied roughly 13,000 square feet in the northeast corner of the parking lot; see Fig. 1.

The market consisted of a greenhouse, two gazebos, and various display benches, all of which were surrounded by a three-foot fence. As approved, the market was permitted to operate annually from May 1 to October 31.

In April 2024, the city approved a new interim use permit for the relocation of Untiedt’s Garden Market to the parking lot area east of County Road 101 and south of Culver’s drive-thru exit (see Fig. 2). The relocation was needed because of a lease amendment requiring the garden center to relocate so that permanent redevelopment could be explored in the garden market’s original location; just north of Northern Tool. The latest proposal for the location was [Les Schwab Tire Center](#), which was withdrawn after the planning commission review on June 20, 2024, and the city council review on July 8, 2024; see the planning commission and city council meeting minutes [here](#). No new applications for redevelopment in this area have been submitted.

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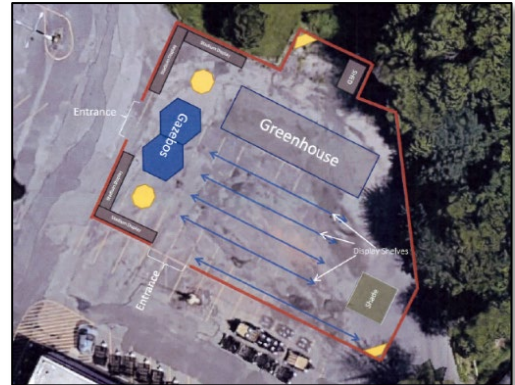


Figure 1- Original Approved Location

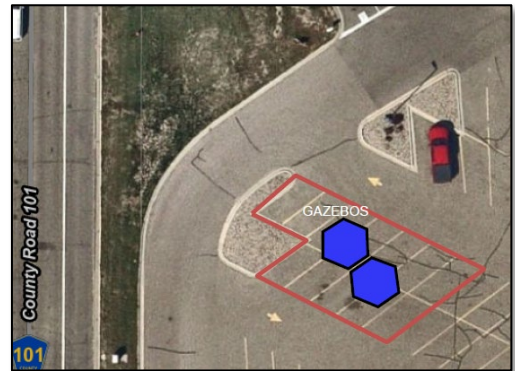


Figure 2 – Previously Approved Location

<sup>1</sup> Staff will include a condition of approval that staff may administratively approve the relocation of the garden center on the existing site, granted the use does not increase in size.

## Proposal

Untiedt's Vegetable Farm, Inc. proposes to relocate its garden center to its original location, north of Northern Tool and Equipment, at 17501 Highway 7. The proposal would allow the garden center to operate at the same location and size as approved in 2020. This proposal requires a variance to the setback from 100 to 75 feet from the closest residential property.

## Interim Use Permits

By definition, an interim use is a temporary use of property until a particular date, until the occurrence of a particular event, or until zoning regulations no longer permit it. In other words, an interim use is one that has an "end date or event" attached to it. This is significantly different from a conditional use, which can continue in perpetuity so long as the code-required and other approved conditions continue to be met.

Transient sales – such as garden markets – are interim uses on commercial properties.

One of the standards for transient sales is that no portion of the use may take place within 100 feet of any developed property zoned for residential uses. The proposed Untiedt's market would be 75 feet from the closest residential property; this setback requires a variance.



Figure 3 - Context Site Plan

## Staff Analysis

Staff finds that the proposed garden market is an appropriate use of the site.

- The proposed 75-foot setback is reasonable and would not impact the surrounding area's character. Though the garden center would be set back 75 feet from the closest residential property line instead of the required 100 feet, the area would be over 300 feet from the nearest residential structure. The garden center was previously in this location and the city did not receive complaints.
- The existing shopping center property on which the garden center would be located technically abuts four residential properties. However, the usable area of the commercial property is separated from the usable area of the residential property by existing vegetation, a public trail, and Purgatory Creek. This is a unique circumstance not common to similar commercial properties.
- The garden market is an existing use on a site with an excess underutilized parking area. This would not introduce a new use to the overall site. The proposal would result in the same operational use of the site from 2020 to 2023.

**Staff Recommendation**

Recommend that the city council adopt the resolution approving an interim use permit and variance for Untiedt's Garden Center at 17501 Highway 7.

Originator: Bria Raines, Planner

Through: Susan Thomas, AICP, City Planner

**Supporting Information**

**Surrounding Properties**

	<b>North</b>	<b>South</b>	<b>East</b>	<b>West</b>
Use	Highway 7	commercial building	Purgatory Creek and homes beyond	County Road 101
Zoning	N/A	B-2	R-1	N/A
Guide Plan Designation	N/A	mixed-use	low-density	mixed-use

**Subject Property**

	<b>Existing</b>	<b>Proposed</b>
Use	Commercial building	No change
Zoning	B-2	
Guide Plan Designation	mixed-use	

**Parking**

The building on the subject property is roughly 120,000 square feet in size, with 469 striped parking stalls. There is evidence of significant underuse of the parking area.

**IUP Standards**

The proposed garden market would meet the general interim use permit standards as outlined in City Code 300.05 Subd.5.

1. The general performance standards in section 300.16, Subd. 2 will be met;

**Finding:** The proposed garden market would be consistent with city goals and policies, would not have an undue adverse impact on government facilities, utilities or services and would not impact public health, safety, or welfare.

2. The use will not delay the anticipated development or redevelopment of the site;

**Finding:** There is no redevelopment currently anticipated in the area. Nevertheless, as a seasonal transient use, the proposed garden center will not impact the redevelopment potential of the site.

3. The use will not be in conflict with any provisions of the city code on an ongoing basis;

**Finding:** The proposed use would not impact required parking, access or setbacks.

4. The use will not adversely affect the adjacent property, the surrounding neighborhood, or other uses on the property where the use will be located;

**Finding:** Other than bringing more visitors to the commercial center, the seasonal use is not anticipated to impact the surrounding uses.

5. The property on which the use will be located is currently in compliance with all applicable city code standards;

**Finding:** Staff knows of no outstanding zoning violations.

6. The use is allowed as an interim use in the applicable zoning district;

**Finding:** Transient sales are allowed by IUP in the B-2 zoning district.

7. The date or event that will terminate the use can be identified with certainty;

**Finding:** The proposed transient sales are not anticipated to result in any public costs. As a condition of approval, the permit may be revoked if any future traffic, parking, or public safety issues arise as a result of the market's operation.

8. The use will not impose additional unreasonable costs on the public, and

**Finding:** The proposed transient sales are not anticipated to result in any public costs.

9. The applicant agrees in writing to any conditions that the city council deems appropriate for the use, including a requirement for a financial security to ensure the removal of all evidence of the use upon termination.

**Finding:** This has been included as a condition of approval.

The proposed garden market would meet the specific interim use permit standards for transient sales as outlined in City Code 300.18 Subd.7 (a).

1. Must be located in a suitable off-street location and shall not extend into adjacent right-of-way or other public property;

**Finding:** The garden center would be located in a parking area that is currently unutilized.

2. Must not interrupt vehicular circulation on the site or obstruct parking spaces needed by permanent business established on the site;

**Finding:** The garden center would not obstruct site circulation. It would be located in a parking area that is currently unutilized.

3. Must have written authorization from the property owner;

**Finding:** As a condition of approval, a letter authorizing the use of the site or the final lease agreement must be provided annually to the city before May 1.

4. Business operator must secure all applicable licenses and approvals from the city, Hennepin County or other appropriate jurisdictions;

**Finding:** The business operator is responsible for securing all necessary permits and licenses.

5. Sight visibility clearances at street intersections and access points must be provided in accordance with section 300.15, Subd. 9(e) of this ordinance or as determined by the city to protect public safety;

**Finding:** The proposal has been reviewed by engineering and public works staff. The parking lot island is to remain clear for sight visibility. This has been added as a condition of approval.

6. No portion of the use may take place within 100 feet of any developed property zoned for residential use;

**Finding:** Though a setback variance is required, the proposal would meet the variance standard.

7. Signs are subject to the following:

- a. No more than four signs are allowed, which do not exceed 32 square feet in aggregate;
- b. Incidental product or pricing signs must be placed directly next to the appropriate product;
- c. Product advertising is permitted, but must be included in the maximum allowed sign area;
- d. The signs must have a professional appearance and must be securely mounted or erected in a safe location, and

- e. These limitations apply to all signs associated with the use, including those affixed to vehicles;

**Finding:** This has been included as a condition of approval.

8. Any display of items must be limited to representative samples and be arranged in as compact a manner as reasonably practicable;

**Finding:** This has been included as a condition of approval.

9. The interim use permit will be issued in the name of the person requesting the permit and will be for the purpose of selling a particular item or range of items at a specific location. Any change in the person, location or items sold will render the permit invalid, and

**Finding:** This has been included as a condition of approval.

10. Violation of the above standards or other conditions placed upon the interim use permit will result in immediate revocation of the interim use permit;

**Finding:** This has been included as a condition of approval.

**Variance Standard**

The proposed garden market's 75-foot setback from residential property would meet the variance standard as:

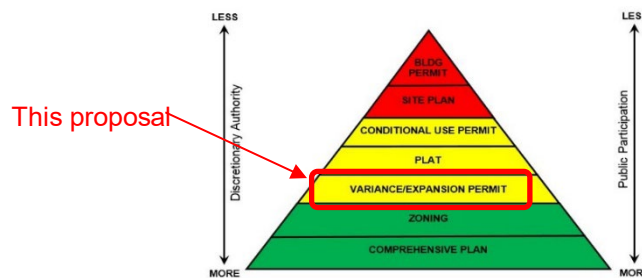
1. Intent of the Ordinance. The intent of the setback requirement pertaining to transient sales is to ensure appropriate separation between these areas and residential land uses, so as to minimize real and perceived nuisance impacts. The location of the garden center would meet this intent. Though it would be set back 75 feet from the closest residential property line instead of the required 100 feet, the area would be over 300 feet from the closest residential structure and would be further separated from this structure by existing vegetation, a public trail, and Purgatory Creek.
2. Consistent with Comprehensive Plan. The subject property is located in the Highway 7/County Road 101 Area village center. One of the overall themes outlined in the comprehensive plan is to "provide development and redevelopment opportunities that encourage vitality, promote identity, and improve livability" in village centers. The requested variance is consistent with this goal.
3. Practical Difficulties. There are practical difficulties in complying with the ordinance:

- Reasonableness and Neighborhood Character. The proposed 75-foot setback is reasonable and would not impact the character of the surrounding area. Though the garden center would be set back 75 feet from the closest residential property line instead of the required 100 feet, the area would be over 300 feet from the closest residential. The garden center was previously in this location and did not receive complaints.
- Unique Circumstance. The existing shopping center property on which the garden center would be located technically abuts four residential properties. However, the usable area of the commercial property is separated from the usable area of the residential properties by existing vegetation, a public trail, and Purgatory Creek. In total, this is a unique circumstance not common to similar commercial properties.

**Neighborhood Comments**

The city sent notices to 61 area property owners and has received no comments to date.

**Pyramid of Discretion**



**Motion Options**

The planning commission has three options:

1. Concur with staff's recommendation. In this case, a motion should be made recommending the city council approve the IUP.
2. Disagree with staff's recommendation. In this case, a motion should be made recommending the denial of the request. This motion must include a statement as to why the request is denied.
3. Table the request. In this case, a motion should be made to table the item. The motion should be made to include a statement as to why the request is being tabled with directions to staff, the applicant, or both.

**Voting**

The planning commission will make a recommendation to the city council, which has final authority on the applicant's request. Approval of the requested IUP requires the affirmative vote of five councilmembers, due to the variance.

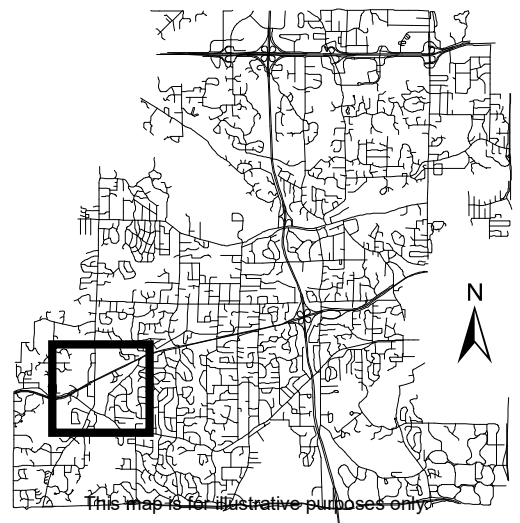
**Deadline for Decision**

May 31, 2025



**Location Map**

Project: Untiedt's Garden Center  
 Address: 17501 Hwy 7



This map is for illustrative purposes only.

To: City of Minnetonka

From: Craig Gilb (Untiedt's Vegetable Farm)

Date: 01/30/2025

Re: Interim Use Permit

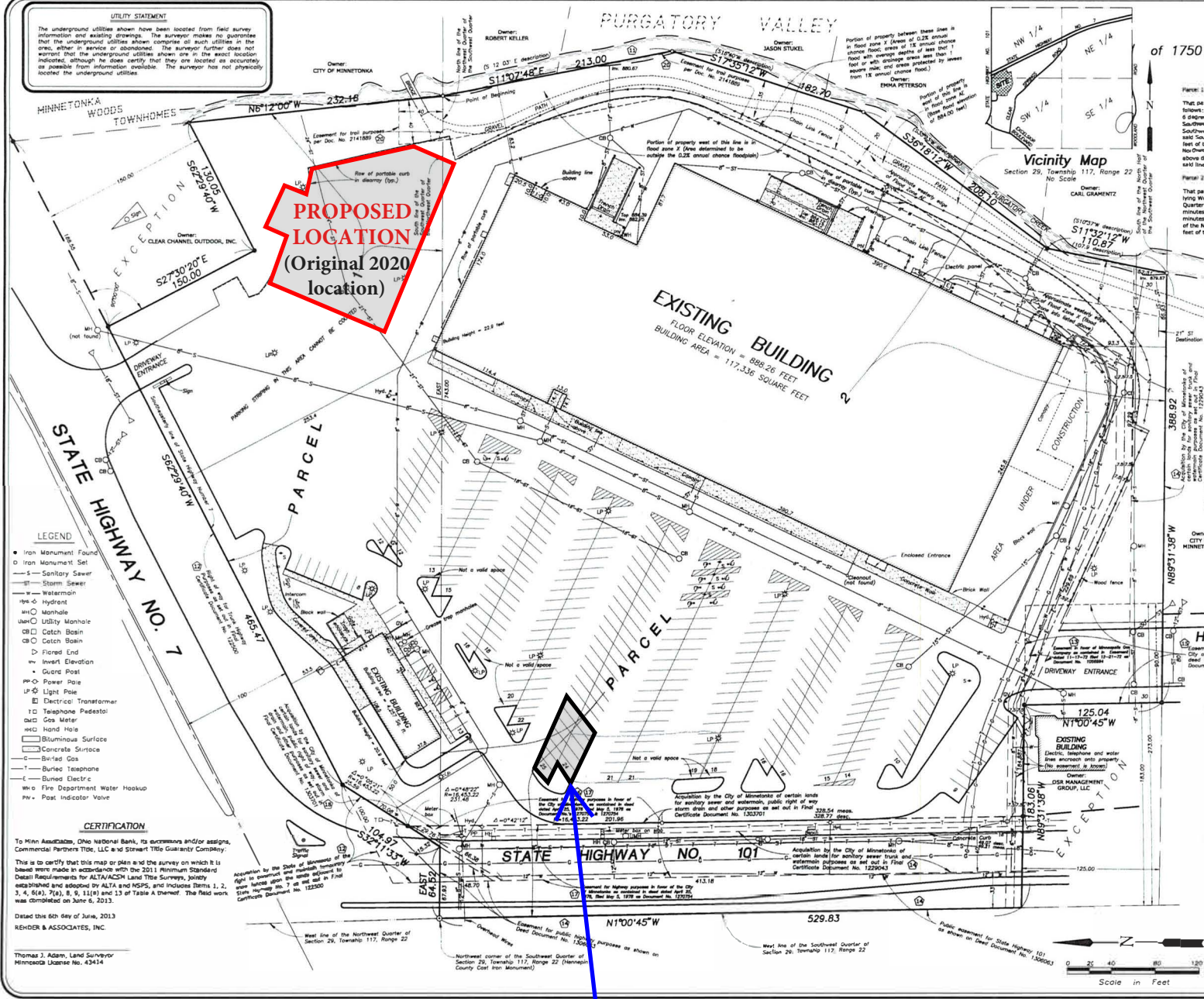
Reason for Request:

In December of 2024 Minn Associates, Limited Partnership contacted Untiedt's to inform them that the deal with Les Schwab Tire Centers had fallen through and that our old spot that we occupied from 2020-2023 is available for the 2025 season. Our lease is valid for one year, so we will need to renew it annually with Minn Associates. The site layout and perimeter would be the same as when we operated in 2020-2023. Our dates of operation would remain the same May 1 thru October 31<sup>st</sup>. Open daily from 9:00 AM to 7:00 PM.

In May Untiedt's will start to sell Flowers which include Hanging Baskets, Patio tub and bedding plants. As we get to mid-June we start to add Fresh produce to our product offering. Some of the first products available include fresh picked strawberries, tomatoes and cucumbers and zucchini. Sweetcorn, cantaloupe, and Black Diamond watermelons are generally available from mid to late July. At this time, we will be dismantling the Greenhouse as the annual flower season concludes. Beginning on Labor Day and continuing in the subsequent weeks, we start to see a variety of Fall products grown in Minnesota. These include chrysanthemums (mums), various types of pumpkins, gourds, cornstalks, straw bales, apples, and an assortment of squashes. On November 1<sup>st</sup> we dismantle our structures and leave nothing behind.

ALTA/ACSM Land Title Survey for:  
**MINN ASSOCIATES**  
of 17501 State Highway No. 7 - Minnetonka, Minnesota  
PROPERTY DESCRIPTION TAKEN FROM COMMERCIAL PARTNERS TITLE, LLC COMMITMENT FILE NO. 37085

**UTILITY STATEMENT**  
The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown compare to actual utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.



**FIGURE 1**  
That part of the Southwest Quarter of the Northwest Quarter of Section 29, Township 117, Range 22, described as follows: Beginning at a point on the South line of said tract 74.3 feet East of the Southwest corner thereof; thence North 6 degrees and 12 minutes West to its intersection with the Southwestern line of State Highway Number 7; thence Southwesterly along said State Highway Number 7 to its intersection with the South line of the Southwest Quarter of said Section, Township and Range; thence East along the South line of said Southwest Quarter of the Northwest Quarter to the point of beginning, except that part of the Northwest 1/4 of 150.00 feet of the above described property which lies Northerly of a line described as follows: Beginning at a point on the Northeast corner of the above described property; thence South 184.55 feet Southwesterly from the Northeast corner of said above described property; thence Southwesterly at a right angle to said Northerly line a distance of 150.00 feet and said line there terminating.

**FIGURE 2**  
That part of the North half of the Northwest Quarter of the Southwest Quarter of Section 29, Township 117, Range 22, 1/2nd West of a line described as follows: Commencing at a point on the North line of said North half of the Northwest Quarter of the Southwest Quarter 74.3 feet East of the Northwest corner thereof; thence running South 12 degrees and 3 minutes East 213 feet; thence South 14 degrees and 40 minutes West 182.7 feet; thence South 25 degrees and 23 minutes West 208.1 feet; thence South 10 degrees and 37 minutes West 187.9 feet to the South line of said North half of the Northwest Quarter of the Southwest Quarter of said Section 29, except the South 125.00 feet of the west 183.00 feet of the North half of the Northwest Quarter of the Southwest Quarter of said Section 29.

**EASEMENT NOTES CORRESPONDING TO SCHEDULE B - PART II, COMMERCIAL PARTNERS TITLE, LLC COMMITMENT NUMBER 37085**

- Item 11 - Easement for Judicial Ditch No. 2 as shown by inventory deed filed as Document No. 130605 and by record on the Certificate of Title affects the property and is shown on the survey (Article Paragraphs 1 and 2).
- Item 12 - Easement for State Highway purposes, together with the right to construct and maintain temporary access lanes, in favor of State of Minnesota, as created in Document dated July 9, 1926, and Document No. 1934, as Document No. 122900 affects the property and is shown on the survey (Article Paragraphs 1 and 2).
- Item 13 - Easement for underground gas lines, gas mains, service lines and other facilities and appurtenances, in favor of Hennepin Gas Company, as created in Document dated November 17, 1972, and Document No. 127073 affects the property and is shown on the survey (Article Paragraph 2).
- Item 14 - Easement for sanitary sewer purposes, in favor of the City of Minnetonka, a municipal corporation, as created in Document dated June 13, 1977, and Document No. 122904, and as shown by Instrument Deed filed as Document No. 130605 and by record on the Certificate of Title affects the property and is shown on the survey (Article Paragraph 2).
- Item 15 - Easement for ingress and egress, for the benefit of City of Minnetonka, a Minnesota municipal corporation, over the South 1/2nd West of the West 1/2nd West of the North half of the Northwest Quarter of the Southwest Quarter of Section 29, Township 117, Range 22, as created in Document dated May 4, 1978, and May 6, 1978, as Document No. 127073 affects the property and is shown on the survey (Article Paragraph 2).
- Item 16 - Easement for highway purposes, in favor of the City of Minnetonka, as created in Document dated April 25, 1978, and May 6, 1978, as Document No. 127074 affects the property and is shown on the survey (Article Paragraph 2).
- Item 17 - Easement for highway purposes, in favor of the City of Minnetonka, as created in Document dated April 25, 1978, and May 6, 1978, as Document No. 127074 affects the property and is shown on the survey (Article Paragraph 2).
- Item 18 - Easement for public right-of-way, sanitary sewer and stormwater, storm drain and drainage and other public purposes, in favor of City of Minnetonka, as created in Document dated May 26, 1978, and November 14, 1978, as Document No. 1302701 affects the property and is shown on the survey (Article Paragraphs 1 and 2).
- Item 19 - Terms and conditions of easements created in Recordation Easement Agreement dated January 1, 1977, and Document No. 1978, as Document No. 130388 affects the property and is shown in nature and therefore is not shown on the survey (Article Paragraphs 1 and 2).
- Item 20 - Easement for recreational trail purposes, in favor of City of Minnetonka, a Minnesota municipal corporation, as created in Document dated July 1, 1982, and Document No. 13, 1982, as Document No. 214168 affects the property and is shown on the survey (Article Paragraphs 1 and 2).

**HUTCHINS DRIVE**  
Easement for ingress and egress in favor of the City of Minnetonka and covenants as contained in deed dated May 4, 1978, and May 6, 1978, as Document No. 127072.

**NOTES**  
Bearings shown are based on an assumed datum.  
Utilities shown are from information furnished by the City of Minnetonka, 3rd Energy, Retain Energy, and Oneal in response to Survey State One Call Ticket no. 8029394 and 131519885. All other utility companies failed to respond.  
Contact Greater State One Call at 800-251-1166 for precise utility locations before any construction shall begin.  
Area of property = 845,792 square feet (19.99 acres)  
Area of property including roadway = 521,905 square feet (11.98 acres)  
Number of proposed parking stalls: 347 regular and 12 handicap.  
Zoning of property: B-2 (Limited Business District).  
This property is located in Flood Zone AE, X and Z (two classes of flood zone X). The lines shown herein were taken from a FEMA map and are shown in an approximate location on the survey. This was would need to be field located as directed by FEMA. This information was taken from Flood Zone Panel No. 270530217E with an effective date of September 2, 2004. The definition of the flood zones are printed on the survey face.  
Building setbacks, zoning and flood zone information obtained from the City of Minnetonka.  
Easements shown were taken from Commercial Partners Title, LLC, Title Commitment File No. 37085, with an effective date of May 18, 2013.

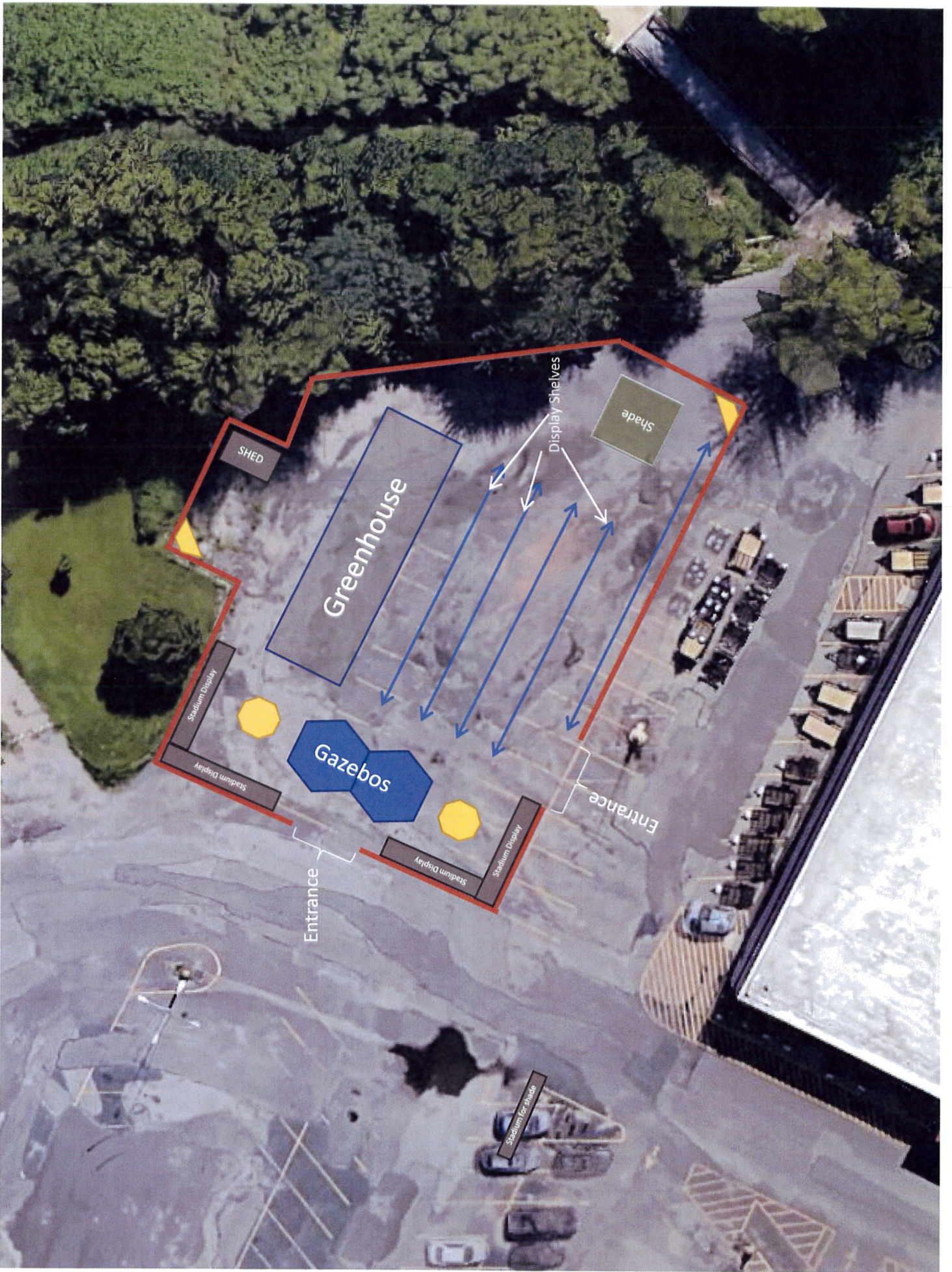
- LEGEND**
- Iron Monument Found
  - Iron Monument Set
  - Sanitary Sewer
  - Storm Sewer
  - Watermain
  - Hydrant
  - Manhole
  - Utility Manhole
  - Catch Basin
  - Catch Basin
  - Flooded End
  - Invert Elevation
  - Curb Post
  - Power Pole
  - Light Pole
  - Electric Transformer
  - Telephone Pedestal
  - Gas Meter
  - Hand Hole
  - Blotumous Surface
  - Concrete Surface
  - Buried Gas
  - Buried Telephone
  - Buried Electric
  - Fire Department Water Hookup
  - Post Indicator Valve

**CERTIFICATION**  
To Minn Associates, Ohio National Bank, its successors and/or assigns, Commercial Partners Title, LLC and Stewart Title Guaranty Company:  
This is to certify that this map or plan and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(A), 7(A), 8, 9, 11(A) and 13 of Task A. The field work was completed on June 6, 2013.  
Dated this 6th day of June, 2013  
REHDER & ASSOCIATES, INC.

Thomas J. Adam, Land Surveyor  
Minnesota License No. 43414

**2024 APPROVED LOCATION**

**Rehder and Associates, Inc.**  
CIVIL ENGINEERS AND LAND SURVEYORS  
3440 Federal Drive - Suite 110 - Fargo, Minnesota - Phone: (801) 453-5051  
JGB: 134-2652.010



**Unapproved  
Minnetonka Planning Commission  
Minutes**

**March 13, 2025**

**1. Call to Order**

Chair Maxwell called the meeting to order at 6:30 p.m.

**2. Roll Call**

Commissioners David Waterman, Derrick Banks, Scott Brink, Alex Hanson, Matt Henry, Dana Minion and Amanda Maxwell were present.

Staff members present: Community Development Director Julie Wischnack, City Planner Susan Thomas, Senior Planner Drew Ingvalson and Planner Bria Raines.

**3. Approval of Agenda**

*Hanson moved, second by Banks, to approve the agenda as submitted with a modification provided in the change memo dated March 13, 2025.*

*Waterman, Banks, Brink, Hanson, Henry, Minion and Maxwell voted yes. Motion carried.*

**4. Approval of Minutes: Feb. 20, 2025**

*Waterman moved, second by Henry, to approve the Feb. 20, 2025 meeting minutes as submitted.*

*Waterman, Banks, Brink, Hanson, Henry, Minion and Maxwell voted yes. Motion carried.*

**5. Report from Staff**

Thomas briefed the commission on land use applications considered by the city council at the Feb. 24, 2025 and March 3, 2025 meetings:

- Introduced an ordinance and referred items concerning Marsh Run III at 11800 Wayzata Blvd. to the planning commission.

**6. Report from Planning Commissioners**

Banks and Hanson reported that their committee held a meeting with a consultant who is guiding them through the process to create a new zoning ordinance.

**7. Public Hearings: Consent Agenda**

No items were removed from the consent agenda for discussion or separate action.

***Waterman moved, second by Henry, to approve the items listed on the consent agenda as recommended in the respective staff reports as follows:***

**A. Variances and expansion permits for additions at 17310 Co Rd 101.**

Adopt the resolution approving items concerning the Johnson residence at 17310 Co Rd 101.

**B. Conditional use permit for Southwest Eye Clinic at 12983 Ridgedale Drive.**

Recommend that the city council adopt the resolution approving a conditional use permit for Southwest Eye Care at 12983 Ridgedale Drive.

**C. Interim use permit and variance for the relocation of an existing garden market at 17501 Hwy 7.**

Recommend that the city council adopt the resolution approving an interim use permit and variance for Untiedt's Garden Center at 17501 Hwy 7.

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

**8. Public Hearings**

**A. Preliminary plat and variances for a two-lot subdivision at 5038 Dominick Spur.**

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

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

Ingvalson noted that the applicant provided staff at the meeting with a list of properties the applicant feels are similar to the proposed site. All of those properties either met all ordinance requirements or do not have a similar bluff.

Banks confirmed with Ingvalson that both proposed lots would need all of the variances listed.

Paul Lang, 5038 Dominick Spur, applicant, stated that:

- His family has owned the property since 1965.
- The proposed front-yard setback would match the neighbor's front-yard setback.
- He did not want to do anything to upset the neighbors.
- The footprint of the proposed house would line up with the house on the north side.

**Resolution No. 2025-**

**Resolution approving an interim use permit, with variance,  
for a garden market at 17501 Highway 7**

---

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

Section 1. Background.

1.01 The subject property is located at 17501 Highway 7. It is legally described as:

Parcel 1:

That part of the Southwest Quarter of the Northwest Quarter of Section 29, Township 117, Range 22, described as follows: Beginning at a point on the South line of said tract 743 feet East of the Southwest corner thereof; thence North 6 degrees and 12 minutes West to its intersection with the Southeasterly line of State Highway Number 7; thence Southwesterly along the Southeasterly line of State Highway Number 7 to its intersection with the South line of the Southwest Quarter of the Northwest Quarter of said Section, Township and Range; thence East along the South line of said Southwest Quarter of the Northwest Quarter to the point of beginning, except that part of the Northwesterly 150.00 feet of the above described property which lies Northeasterly of a line described as follows: Beginning at a point on the Northwesterly line of the above described property distant 188.55 feet Southwesterly from the Northeast corner of said above described property; thence Southeasterly at a right angle to said Northwesterly line a distance of 150.00 feet and said line there terminating.

AND

Parcel 2:

That part of the North ½ of the Northwest Quarter of the Southwest Quarter of Section 29, Township 117, Range 22, lying West of a line described as follows: Commencing at a point on the North line of said North ½ of the Northwest Quarter of the Southwest Quarter, 743 feet East of the Northwest corner thereof; thence running South 12 degrees and 3 minutes East 213 feet; thence South 16 degrees and 40 minutes West 182.7 feet; thence South 35 degrees and 23 minutes West 208.1 feet; thence South 10 degrees and 37 minutes West 107.9 feet to the Southline of said North ½ of the Northwest Quarter of the Southwest Quarter of said Section 29, except the South 125.00 feet of the West 183.00 feet of the North ½ of the Northwest Quarter of the Southwest Quarter of said Section 29.

Torrens Certificate No. 755936

1.02 On April 6, 2020, the city council approved an interim use permit for Untiedt's Garden Market at 17555 Highway 7.

- 1.03 On May 6, 2024, the city council approved a new interim use permit for the market to be relocated on the same property. Under the 2020 permit, a new permit was required as the market was proposing to change location and size.
- 1.04 The tenant lease has since been updated, requiring the garden market to again relocate within the existing shared parking lot at 17501 and 17555 Highway 7. This requires a new interim use permit for the change in location.
- 1.05 Untiedt's is proposing to move back to the original location approved in the 2020 interim use permit. The relocated area would 13,000 square feet in size and would be open annually from May 1<sup>st</sup> through Oct. 31<sup>st</sup>.
- 1.06 The current proposal requires an interim use permit with a setback variance from 100 feet to 75 feet.
- 1.07 On March 13, 2025, the planning commission held a hearing on the request. The applicant was provided the opportunity to present information to the commission. The commission considered all of the comments received and the staff report, which are incorporated by reference into this resolution. The commission recommended that the city council approve the interim use permit.

Section 2. Standards.

- 2.01 By City Code §300.05 Subd.5, no interim use permit may be issued unless the following standards are met:
1. The general performance standards in §300.16 Subd.2 will be met;
  2. The use will not delay anticipated development or redevelopment of the site;
  3. The use will not be in conflict with any provisions of the city code on an ongoing basis;
  4. The use will not adversely affect the adjacent property, the surrounding neighborhood, or other uses on the property where the use will be located;
  5. The property on which the use will be located is currently in compliance with all applicable city code standards;
  6. The use is allowed as an interim use in the applicable zoning district;
  7. The date or event that will terminate the use can be identified with certainty;
  8. The use will not impose additional unreasonable costs on the public; and

9. The applicant agrees in writing to any conditions that the city council deems appropriate for the use, including a requirement for a financial security to ensure the removal of all evidence of the use upon termination.

2.02 City Code §300.18 Subd.7 outlines the following specific interim use permit standards for transient sales:

1. Must be located in a suitable off-street location and shall not extend into adjacent right-of-way or other public property;
2. Must not interrupt vehicular circulation on the site or obstruct parking spaces needed by permanent business established on the site;
3. Must have written authorization from the property owner;
4. Business operator must secure all applicable licenses and approvals from the city, Hennepin County or other appropriate jurisdictions;
5. Sight visibility clearances at street intersections and access points must be provided in accordance with §300.15, Subd.9(e) of this ordinance or as determined by the city to protect public safety;
6. No portion of the use may take place within 100 feet of any developed property zoned for residential use;
7. Signs are subject to the following:
  - a. No more than four signs are allowed, which do not exceed 32 square feet in aggregate;
  - b. Incidental product or pricing signs must be placed directly next to the appropriate product;
  - c. Product advertising is permitted but must be included in the maximum allowed sign area;
  - d. The signs must have a professional appearance and must be securely mounted or erected in a safe location, and
  - e. These limitations apply to all signs associated with the use, including those affixed to vehicles;
8. Any display of items must be limited to representative samples and be arranged in as compact a manner as reasonably practicable;
9. The interim use permit will be issued in the name of the person requesting the permit and will be for the purpose of selling a particular item or range of items at a specific location. Any change in the person,

location or items sold will render the permit invalid and

10. Violation of the above standards or other conditions placed upon the interim use permit will result in the immediate revocation of the interim use permit.

2.03 By City Code §300.07 Subd.1, a variance may be granted from the requirements of the zoning ordinance when: (1) the variance is in harmony with the general purposes and intent of this ordinance; (2) when the variance is consistent with the comprehensive plan; and (3) when the applicant establishes that there are practical difficulties in complying with the ordinance. Practical difficulties means: (1) The proposed use is reasonable; (2) the need for a variance is caused by circumstances unique to the property, not created by the property owner, and not solely based on economic considerations; and (3) the proposed use would not alter the essential character of the surrounding area.

Section 3. Findings.

3.01 The request would meet the general standards outlined in City Code §300.05 Subd.5.

1. The proposed garden market would be consistent with city goals and policies, would not have an undue adverse impact on government facilities, utilities, or services, and would not impact public health, safety or welfare.
2. No redevelopment is currently anticipated in the area. Nevertheless, as a seasonal transient use, the proposed garden market would not impact the site's redevelopment potential.
3. The proposed use would not impact the required parking, access, or setbacks.
4. Other than bringing more visitors to the commercial center, the seasonal use is not anticipated to impact the surrounding uses.
5. There are no outstanding zoning violations on the property.
6. Transient sales are allowed by interim use permit in the B-2 zoning district.
7. The proposed transient sales are not expected to incur any public costs. As a condition of approval, the permit may be revoked if any future traffic, parking, or public safety issues arise as a result of the market's operation.
8. The proposed transient sales are not expected to incur any public costs.
9. The applicant must agree in writing to the conditions of the resolution.

- 3.02 The request would meet the specific standards outlined in §300.18 Subd.7 (a).
1. The garden market would be located in a parking area that is currently unutilized.
  2. The garden market would not obstruct site circulation. It would be located in a parking area that is currently unutilized.
  3. As a condition of this resolution, a letter authorizing the use of the site or the final lease agreement must be provided annually to the city prior to May 1.
  4. The business operator is responsible for securing all necessary permits and licenses.
  5. The proposal has been reviewed by the engineering and public works staff. The parking lot island is to remain clear for sight visibility. This has been added as a condition of this resolution.
  6. Though a setback variance is required, the proposal would meet the variance standard, as outlined in section 3.03 of this resolution.
  7. The applicant must submit a new application for a temporary sign permit each year. Any proposed signage must comply with ordinance standards.
  8. Display items must be limited to representative samples and arranged in a compact manner that is reasonably practicable.
  9. Any change in the person, property location, or items sold will render the permit invalid.
  10. Violations of the above standards or other conditions will result in the revocation of the interim use permit.
- 3.03 The request would meet the variance standard as outlined in City Code §300.07 Subd.1:
1. Intent of the Ordinance. The setback requirement for transient sales intends to ensure an appropriate separation between these areas and residential land uses, thereby minimizing both real and perceived nuisance impacts. The location of the garden market would meet this intent. Although the market would be set back 75 feet from the closest residential property line, rather than the required 100 feet, the area would be over 300 feet from the nearest residential structure and would be further separated from this structure by existing vegetation, a public trail, and Purgatory Creek.
  2. Consistent with the Comprehensive Plan. The subject property is located in the Highway 7/County Road 101 Area village center. One of the overall

themes outlined in the comprehensive plan is to “provide development and redevelopment opportunities that encourage vitality, promote identity, and improve livability” in village centers. The requested variance is consistent with this goal.

3. Practical Difficulties. There are practical difficulties in complying with the ordinance:
  - a) Reasonableness and Neighborhood Character. The proposed 75-foot setback is reasonable and would not impact the surrounding area's character. Although the garden market would be set back 75 feet from the closest residential property line, rather than the required 100 feet, the area would still be over 300 feet from the nearest residential structure. The garden market was previously located in this spot, and during that time, the city did not receive any complaints.
  - b) Unique Circumstance. The existing shopping center property on which the garden market would be located technically abuts four residential properties. However, the usable area of the commercial property is separated from the usable area of the residential property by existing vegetation, a public trail, and Purgatory Creek. This is a unique circumstance not commonly found in similar commercial properties.

#### Section 4. City Council Action.

- 4.01 The above-described conditional use permit is approved, subject to the following conditions:
1. The applicant must agree, in writing, to the conditions of this resolution, and the resolution must be recorded with Hennepin County.
  2. This permit is issued to Untiedt's Vegetable Farm, Inc. for the annual operation of a garden market on the subject property from May 1 through October 31. The market may be open daily from 9 a.m. to 7 p.m. Any change in the operator or dates of operation will render this permit void.
  3. Untiedt's Vegetable Farm, Inc. is responsible for obtaining all necessary licenses and approvals from the city, Hennepin County, or any other appropriate jurisdictions.
  4. Prior to beginning operation on May 1, 2025:
    - a) Submit one of the following: (1) a letter from the property owner authorizing the use of the site; or (2) a copy of the final signed lease agreement.

- b) Submit a plan for treating or preventing runoff to Purgatory Creek. The plan should outline the on-site use of fertilizers, pesticides, and watering practices.
- 5. The market must display items such that existing sightlines and parking lot access lanes are not obstructed. Items must be displayed in the most compact manner reasonably practicable.
- 6. The approval does not approve any signs. A sign permit application must be submitted for staff review and approval each year.
- 7. The site must be cleaned of all merchandise, equipment, and debris within three days of the last day of operation.
- 8. The interim use permit will be null and void if either occurs: (1) Untiedt's Vegetable Farms, Inc. decides not to operate at the location outlined in this resolution, or (2) the property owner chooses not to renew a lease, the permit would be null and void.
- 9. The city council may reasonably add or revise conditions to address any future unforeseen problems. Further, the city council may revoke the interim use permit if any future traffic, parking, or public safety issues arise as a result of the market's operation.
- 10. Violation of any of the above standards would result in immediate revocation of the interim use permit.

Adopted by the City Council of the City of Minnetonka, Minnesota, on April 7, 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 April 7, 2025.

---

Becky Koosman, City Clerk

**City Council  
Agenda Item 13.A  
Meeting of April 7, 2025**



**Title:** On-sale wine and on-sale 3.2 percent malt beverage liquor licenses for Abang Yoli Minnetonka, LLC, dba Abang Yoli at 12940 Minnetonka Blvd

**Report from:** Fiona Golden, Community Development Coordinator

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

**Presenter:** Julie Wischnack, FAICP, Community Development Director

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**Action Requested:** Public Hearing and Motion

**Form of Action:** License

**Votes needed:** 5 votes

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**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 from March 3, 2025, and grant the licenses.

**Strategic Plan Relatability**

N/A

**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. Postcards were mailed to area residents but staff has not received any public comment. The police department's investigative report on this application is complete and will be forwarded to the council prior to the continued public hearing on April 7, 2025.

**ATTACHMENTS:**

[Business Information](#)

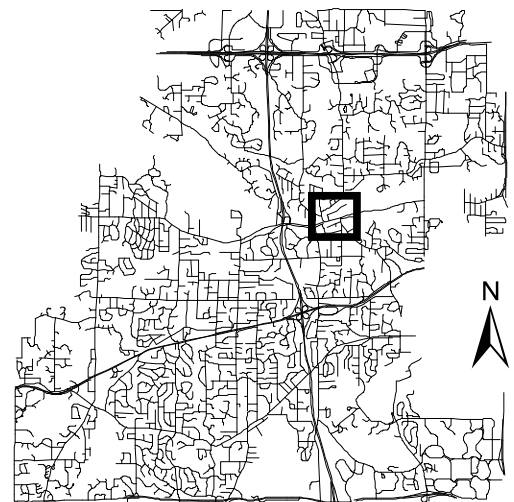


### LOCATION MAP



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 April 7, 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  
Erik Nilsson, City Attorney  
Mike Funk, City Manager

**Presenter:** Julie Wischnack, FAICP, Community Development Director

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**Action Requested:** Public Hearing and Motion

**Form of Action:** License

**Votes needed:** 5 votes

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**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 from March 3, 2025, and grant the licenses.

**Strategic Plan Relatability**

N/A

**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. Postcards were mailed to area residents but staff has not received any public comment. The police department's investigative report on this application is complete and will be forwarded to the council prior to the continued public hearing on April 7, 2025.

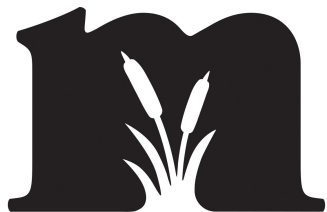
**ATTACHMENTS:**

[Business Information](#)

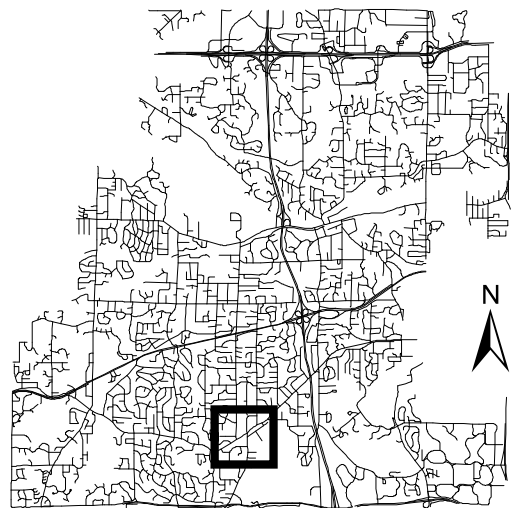


**Location Map**

Project: Unmapped Brewing Co  
 Address: 14625 Excelsior Blvd



**CITY OF  
 MINNETONKA**



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%	<b>38.13%</b>
Derek Allmendinger (Viochar, LLC)	-	0.00%	0.00%	230,000	46.00%	28.75%	<b>28.75%</b>
Circle Investments LLLP, d/b/a Black Dog Investment Group	150,000	20.00%	7.50%	15,000	3.00%	1.88%	<b>9.38%</b>
Julie and Doug Knapp	100,000	13.33%	5.00%	10,000	2.00%	1.25%	<b>6.25%</b>
All Others (57 individuals)*	350,000	46.67%	17.50%	-	0.00%	0.00%	<b>17.50%</b>
<b>Total</b>	<b>750,000</b>	<b>100.00%</b>	<b>37.50%</b>	<b>500,000</b>	<b>100.00%</b>	<b>62.50%</b>	<b>100.00%</b>

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 April 7, 2025**



**Title:** Temporary on-sale liquor license for Boom Island Brewing Company LLC, at 5959 Baker Road

**Report from:** Fiona Golden, Community Development Coordinator

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

**Presenter:** Julie Wischnack, FAICP, Community Development Director

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**Action Requested:** Public Hearing and Motion

**Form of Action:** License

**Votes needed:** 5 votes

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**Summary Statement**

The city has received an application for a temporary on-sale liquor license from Boom Island Brewing Company for “Knights & Pints,” an outdoor event on May 17, at their current taproom location. A public hearing is required.

**Recommended Action**

Motion to grant the license.

**Strategic Plan Relatability**

N/A

**Financial Consideration**

No

**Background**

Boom Island proposes to host a free outdoor event which will include,

- Live music – The Loreweavers Band
- Food truck – Potter’s Pasties
- Ye Ol’ Vendor Market – medieval-themed vendors
- Fighting knights – full-contact armored combat

Boom Island staff will be closing off access to the parking area in front of their building at 11 a.m. on Saturday, May 17. They will use temporary fencing and position vendors to create an extended area. Staff will remove the barriers at closing on Saturday.

There will be ingress and egress points at both ends of the space. Trained staff members will check

everyone's identification when entering. Wristbands will be issued to those of the legal drinking age with hand stamps for minors. IDs will also be required at the inside taproom for anyone who appears to be under 40 years old. All amplified outdoor music will end by 10 p.m.

Minnesota State Statute 340A.404 subd. 10(c) states that a brewery that manufactures fewer than 3,500 barrels of malt liquor in a year is eligible for a temporary liquor license for social events upon city approval. The city code (600.071) also calls for the prohibition of sporting events with alcohol.

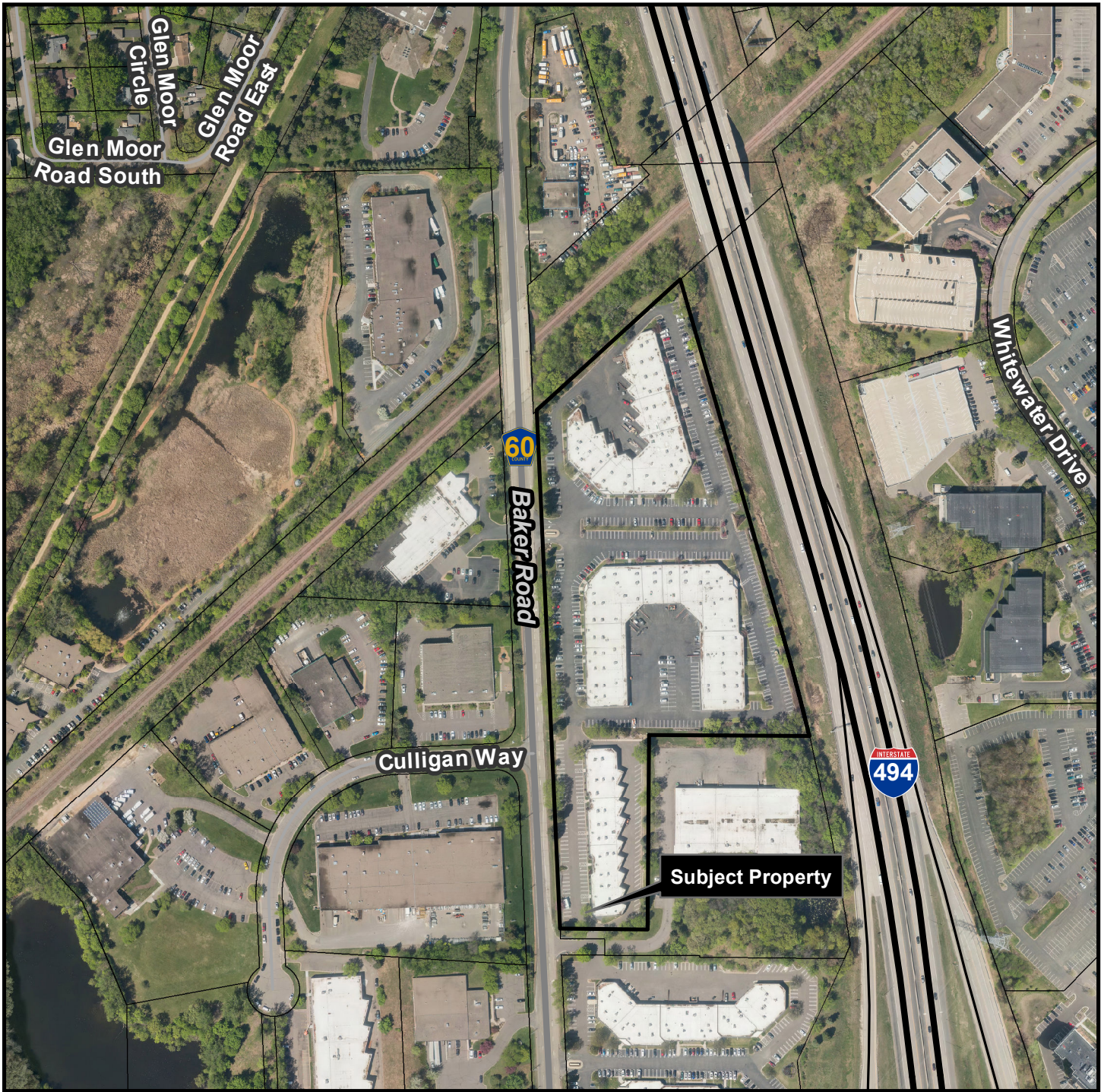
*1. No sale of liquor may occur in connection with any athletic or sporting event, musical concert, or similar event, unless specifically allowed by the city council. This prohibition applies equally to sales of liquor under licenses issued by the city and under permits issued by the state of Minnesota.*

The event includes medieval sparring activity, which would be considered a sporting event. However, the city code provides that the city council can specifically allow this to occur.

Boom Island Brewing Company has completed the license application and provided proof of insurance. Boom Island notified neighbors within 400 feet of the brewery of the events. Because the brewery's location is in a mostly commercial area, there are not expected to be any issues during the event. The taproom has hosted multiple outdoor events at this location. Staff has not received any complaints or concerns from past events.

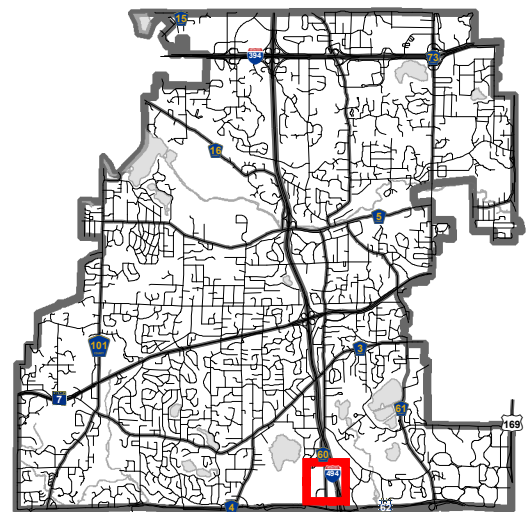
Staff recommends the council hold the public hearing and grant the temporary liquor license with relief from section 600.071.

**ATTACHMENTS:**  
[Event information](#)



### Location Map

Project: Boom Island Brewing  
Address: 5959 Baker Rd





# Knights & Pints

Saturday, May 17 Noon-11pm

5959 Baker Rd., Minnetonka, MN 55345

free event!



## Ye Ol' Vendor Market

Medieval themed vendors selling high-quality wares



## Fighting Knights!!

Full-Contact Armored Combat by the Twin Cities Wyverns



## The Loreweavers band

Live music with upbeat pub songs, shanties, and more!



## Potters Pasties food truck

Serving up English pasties & delicacies



Scan for details!

## Knights & Pints Information

Event: Knights & Pints

Date and Time: May 17, 2025, 12 PM-11 PM

Location: Boom Island Brewing Company  
5959 Baker Road, Suite 320  
Minnetonka, MN 55345

Hello,

We would like to notify you, as neighboring property owners, of a festival we will be having at our brewery, located at the address above. Knights & Pints is a Medieval themed full-day event. We will host live music, professional armored combat, and local vendor booths at our taproom.

Beginning at 11 am Saturday, May 17, we will be closing off access to the parking spaces in front of our building to provide space and extend the area of our existing liquor license for on-premise consumption of alcohol. All alcohol sales will remain within the bounds of our existing liquor license. We will close off access to this area using fencing as well as the position of our vendors and food trucks. We will take down all barriers and return the parking lot to its original state at 11pm on Saturday night.

There will be ingress and egress points at either end of this space. We will check identification of anyone entering, and will issue wristbands for those of legal drinking age and stamps for minors. Additionally, we will continue our practice of requiring identification at the time of purchase at our inside bar for anyone who appears under 40.

If you have any questions or concerns, please contact me by the means listed below.

Jesse Pittman  
Director of Operations  
Boom Island Brewing Company  
[jesse@boomislandbrewing.com](mailto:jesse@boomislandbrewing.com)  
612-227-9635

# Boom Island Brewing - 5959 Baker Rd. Ste 320, Minnetonka, MN 55345

Event: **Knights & Pints**

Date: **5/17/25**



**City Council  
Agenda Item 13.D  
Meeting of April 7, 2025**



**Title:** Temporary on-sale liquor license for ResourceWest, at 14600 Minnetonka Boulevard

**Report from:** Fiona Golden, Community Development Coordinator

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

**Presenter:** Julie Wischnack, FAICP, Community Development Director

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**Action Requested:** Public Hearing and Motion

**Form of Action:** License

**Votes needed:** 5 votes

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**Summary Statement**

The city has received an application for a temporary on-sale liquor license from ResourceWest for SpringFest, a fundraiser event to be held on May 2, at the Minnetonka Community Center at 14600 Minnetonka Blvd.

**Recommended Action**

Motion to grant the license.

**Strategic Plan Relatability**

N/A

**Financial Consideration**

No

**Background**

The ResourceWest “SpringFest” event will be held on Friday, May 2, from 6:00 pm to 10:00 pm at the Minnetonka Community Center. The evening will consist of appetizers and a dinner buffet with wine and beer, and silent/live auctions. There will be an after-dinner celebration with DJ Seven Worlds Away, which will include dancing and trivia. Tickets are sold for the entire evening. Board members will check identifications at the door, and volunteers will check ID’s at the open bar to ensure no one under the age of 21 is served liquor. Also, use of the community center requires that a police officer be on-duty.

ResourceWest has sponsored an event of this type since 2005, and each year has included a state-licensed caterer with a liquor license or an application for a temporary on-sale liquor license. There have been no reported issues associated with the past events from either the community center staff or the police department.

City liquor ordinances allow temporary on-sale liquor licenses to be issued to clubs and other charitable, religious, or not-for-profit organizations, subject to application, public hearing, and approval by the city council. ResourceWest has completed the license application, paid the administrative fee, and provided proof of insurance. They are a non-profit charitable organization and are therefore eligible for a temporary liquor license.

**ATTACHMENTS:**

[Event information](#)

# SpringFest

## **Dinner!**

A savory Italian buffet with fresh pasta, classic sauces, and refreshing salads.

## **Raise a glass with hosted drinks!**

Celebrate our community with your favorite beverages, including wine, beer from Unmapped Brewing, and mocktails by Summer Lakes Beverages.

## **Participate in the live auction!**

Only in-person attendees can bid on our live auction items.

## **After-Party celebration!**

Keep the festivities going with music by DJ Seven Worlds Away, dancing, and trivia!



May 2nd, 2025 | \$90 per ticket | \$650 for a table

**City Council  
Agenda Item 14.A  
Meeting of April 7, 2025**



**Title:** Preliminary plat for a two-lot subdivision, with variances, at 5038 Dominick Spur

**Report from:** Julie Wischnack, FAICP, Community Development Director  
Erik Nilsson, City Attorney  
Mike Funk, City Manager

**Submitted Through:** Drew Ingvalson, Senior Planner

**Presenter:** Susan Thomas, AICP, City Planner

---

**Action Requested:** Motion

**Form of Action:** Resolution

**Votes needed:** 4 votes

---

**Summary Statement**

Elizabeth and Paul Lang are proposing a two-lot subdivision of the existing property at 5038 Dominick Spur. The proposal requires approval of a preliminary plat with the following variances for both lots:

- Lot width at setback
- Buildable area
- Buildable area dimensions
- Bluff impact zone setback; and
- Structures located within the bluff impact zone

**Recommended Action**

Motion to adopt the resolution denying the proposal.

**Strategic Plan Relatability**

Livable & Well-Planned Development

The proposal is not consistent with the goals of the city’s strategic plan.

1. Livable & Well Planned Development: The goal of this priority is to “balance community-wide interests and respect Minnetonka's unique neighborhoods while continuing community reinvestment. While the project would generate an investment into the neighborhood, it would not adequately balance the community-wide interests. Specifically, the request would create substandard lots with very little or no buildable area, which is not consistent with the surrounding neighborhood.

2. Sustainability and Natural Environment: The goal of this priority is to “carefully balance growth and development with preservation efforts that protect the highly valued water and woodland resources of our community.” The proposed project would involve considerable site impacts to the most sensitive bluffs on the property, which are located within the shoreland district and drain to a public water body.

**Financial Consideration**

No

**Background**

See supplemental background report.

**ATTACHMENTS:**

[Supplemental Background Report](#)

[Project Information](#)

[Resolution](#)

## Supplemental Background Report

The planning commission considered the proposal on March 13, 2025. The staff report from that meeting and various plans and documents describing the proposal are attached. At the meeting, staff recommended denial of the subdivision for several reasons:

- 1) Not consistent with the intent of the ordinance: The zoning ordinance intends to protect public waterways by limiting development within bluffs. The proposal is not consistent with the intent of the ordinance, as it would involve considerable site impacts to the most sensitive bluffs on the site.
- 2) Unreasonable request: The property owner currently has reasonable use of the property, which allows for a single-household dwelling. The applicant's request to create a second lot, requiring multiple variances from the subdivision ordinance, to construct a second home completely within the bluff impact zone and in areas exceeding 30% grade is unreasonable.
- 3) Lacking circumstance unique to the property: There is no circumstance unique to the property that creates the variance requests. While staff acknowledges that the property is large and steep, the variance requests are based on the applicant's desire to create two lots where one exists. In other words, the circumstances are created by the owners; they are not unique.

Following the staff report, the applicants presented to the planning commission, providing examples of other residential properties that he felt were similar to the proposal. The applicants had submitted these properties to planning prior to the meeting. Staff reviewed all of these properties and found that they either (1) do not have a bluff, as defined by city code, (2) the project was allowed by city code, or (3) had legal non-conforming status as the structure was built prior to the adoption of city code.

Following the applicants' presentation, a public hearing was held to receive comments, during which three neighborhood residents spoke about the project. Their comments were generally regarding concerns about:

- Grading impacts to the bluff;
- House size;
- Stormwater run-off; and
- Concerns about additional parking and traffic on the narrow street.

The public hearing was then closed and the commission discussed the request. Commissioners noted:

- The housing stock shortage within the city;
- The neighborhood character would not be altered by the request;
- The lack of buildable area on the site;
- Unease with the proposed impacts to the bluff impact zone; and
- Concerns regarding the overall number and size of the variance requests.

## Planning commission recommendation

On a 7-0 vote, the commission recommended that the city council deny the request. The meeting minutes are attached. There have been no changes to the proposal, and no additional comments have been submitted.

## Variance standard

Staff's first discussion with the applicants regarding the proposed subdivision of the property occurred in 2022. During that discussion, staff noted several variances would be required. Staff has consistently indicated that they would not support the variances as the practical difficulty standard for variances – outlined in state and city code – would not be met:

*A variance is only permitted when it is in harmony with the general purposes and intent of this ordinance and when the variance is consistent with the comprehensive plan. A variance may be granted when the applicant establishes that there are practical difficulties in complying with this ordinance. Practical difficulties means that the property owner proposes to use the property in a reasonable manner not permitted by this ordinance, the plight of the landowner is due to circumstances unique to the property not created by the landowner, **and** the variance, if granted, would not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties. (City Code Sec. 300.07 Sub. 1.)*

The applicants' perspective is that a plat with variances should be approved because of reasonableness and neighborhood character components of the practical difficulties test. They have suggested that two houses on the property may be reasonable and generally in character with the neighborhood, as there were previously two structures on the site. Furthermore, the applicant has suggested that the construction impact of two homes would not be significantly more detrimental than the construction of one house.

Staff believes these arguments and suggestions fail to take into account the unique circumstance component of the practical difficulties test. There is no circumstance inherent to the property that supports lot width, buildable area, and buildable area dimension variances. These variance requests are based on the applicant's desire to create two lots where one exists. In other words, the circumstance is created by the landowner; it is not unique.

## House size

The applicants have suggested that modestly sized homes would be constructed on the lots if the subdivision is approved. Although this may be the intention, the subdivision process itself does not regulate the size of homes. If approved, houses on the newly created lots would only be required to meet setback and height regulations, as R-1 zoned properties do not have a maximum floor area. The city could invoke the floor area ratio policy (McMansion Policy) due to the requested variances. However, given the large size of the proposed lots, under the policy, the maximum floor areas would essentially not limit the house size:



LOT	AREA	MAX. FAR in AREA	MAX FLOOR AREA
1	54,233	0.21	11,389 sq.ft.
2	56,955		11,961 sq.ft.

**MINNETONKA PLANNING COMMISSION**  
**March 13, 2025**

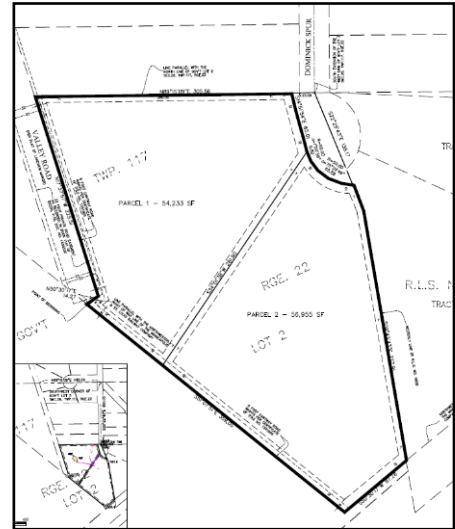
**Brief Description** Preliminary plat for a two-lot subdivision, with variances, at 5038 Dominick Spur

**Recommendation** Recommend the city council adopt the resolution denying the preliminary plat with variances.

**Proposal**

Elizabeth and Paul Lang are requesting a two-lot subdivision with variances at 5038 Dominick Spur. The applicant is requesting the following items for each lot:

- Preliminary Plat; and
- Variances:
  - Lot Width at Setback;
  - Buildable Area;
  - Buildable Area Dimensions;
  - Bluff Impact Zone Setback; and
  - Structures located within the Bluff Impact Zone.



**Existing Property Information**

- **Lot Size:** 2.55 acres (111,188 sq. ft.)
- **Zoning District :** R-1, Low Density Residential

• **Buildings**

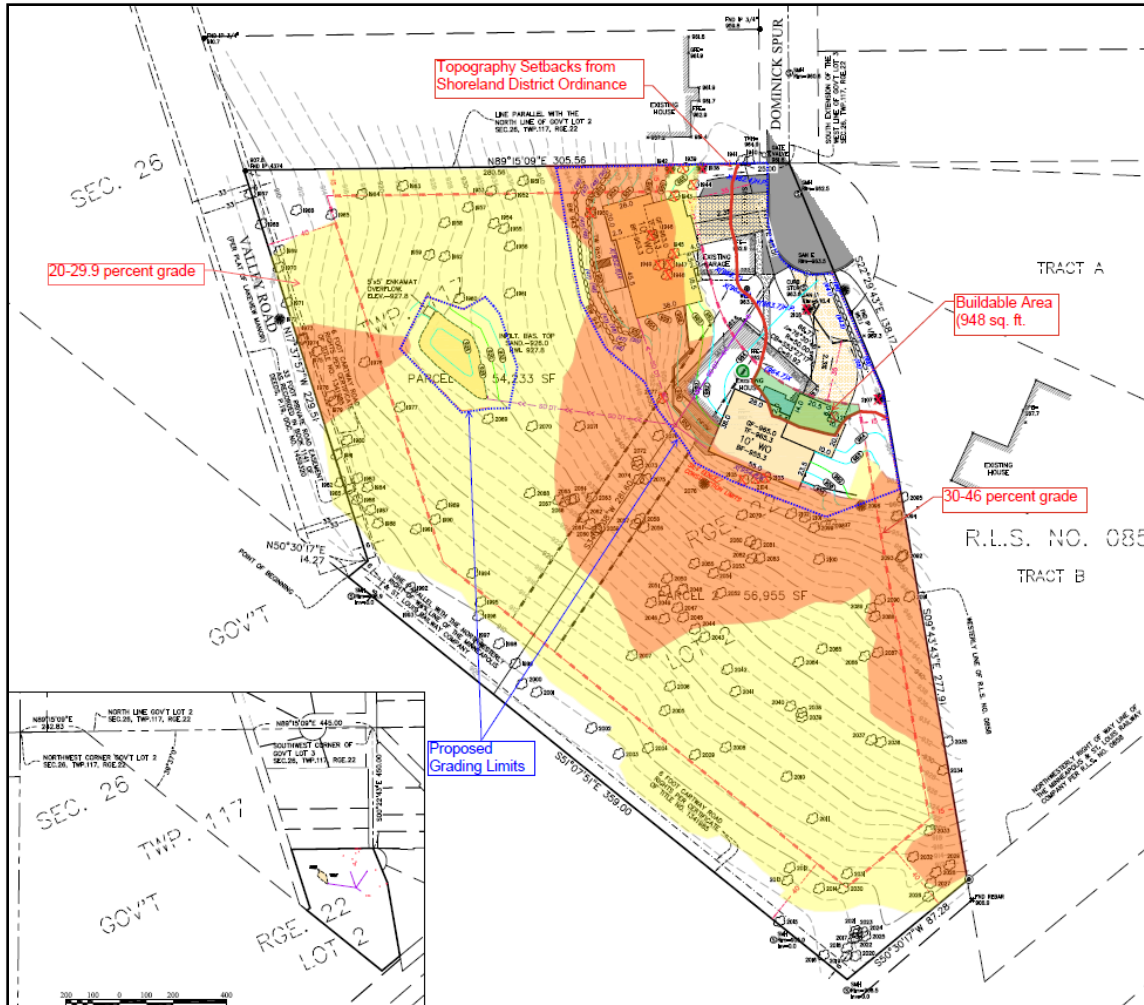
- In 2024, a home (1,900 sq. ft.) and a detached, two-car garage on the property were demolished. The property is currently vacant.
- The demolished home and garage were both constructed within the bluff impact zone and 30-percent grade bluff setbacks. However, these structures had legal non-conforming status due to being built in 1965, several decades before the city's bluff regulations were enacted.



• **Topography**

- The site is rather flat as you enter it; however, it drops rapidly as you move away from Dominick Spur.

- The vast majority of the site has grades that are considered “steep slopes” or “bluffs” by city code; areas with over 20% grade (see yellow and orange areas on the map).
- The steepest grades of the site are nearest Dominick Spur. These grades are between 30-46% grade (see orange areas on map).



● **Shoreland District**

- The shoreland district includes all land that is within 1,000 feet of an MN DNR (Minnesota Department of Natural Resources) regulated lake or 300 feet from an MN DNR-regulated tributary.
- The subject property is located less than 300 feet from Shady Oak Lake and within 1,000 feet of Minnetoga Lake. As such, the property is subject to the bluff requirements of the shoreland district ordinance.



- **Property Legal Non-Conformities:** Due to the large bluff and property line setbacks on the site, the existing property does not have adequate:
  - Buildable Area: 948 square feet (3,500 sq. ft. required); or
  - Buildable Area Dimensions: Less than the required four buildable sides of at least 40 feet.

However, the subject lot is still considered buildable for a single-dwelling home. The subject property has legal, non-conforming status due to it being created and the original home being constructed prior to the adoption of the city’s shoreland overlay district bluff requirements.

**Proposal Summary**

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

- **Proposed Lots.** The applicant proposes to subdivide the existing lot into two lots that would be accessed off Dominick Spur. As proposed, the subject lots would not meet the dimensional and buildable area requirements outlined in the city code. (See items with \* below).

	Lot Area	Lot Width		Lot Depth	Buildable Area	
		at Setback	at ROW		Size	Dimensions
<b>Required</b>	22,000 sq. ft.	110 ft.	65 ft. at cul-de-sac bulb	125 ft.	3,500 sq. ft.	minimum 4 sides and 40 ft. per side
<b>Lot 1</b>	54,233 sq. ft.	104 ft.*	65.01 ft.	294 ft.	0 sq. ft.*	Does not Meet*
<b>Lot 2</b>	56,955 sq. ft.	102 ft.*	66.77 ft.	280 ft.	948 sq. ft.*	Does Not Meet*

\*Variance Required

- **Site impacts.**
  - Slopes: As proposed, grading would occur within steep slopes and bluff impact areas to prepare the site for the two new homes (see Supporting Information Section for more on steep slopes, bluffs, and bluff impact zone). The proposed grading would occur in areas with slopes as steep as 45 percent grade. As such, the proposal requires the following variances from the shoreland overlay district ordinance:
    - ✓ Bluff Impact Zone Setback; and
    - ✓ Structures located within the Bluff Impact Zone.
  - Tree Removal: The proposed grading plan meets the city’s tree protection ordinance.

Tree Type	Number Proposed for Removal	Total Trees	Percentage Proposed	Percentage Allowed by Code
<b>High Priority</b>	5	100	5%	35%
<b>Significant</b>	12	55	22%	50%

## Primary Questions and Analysis

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

### 1. **Are the lot standard variances (lot width at the setback, buildable area, and buildable area dimensions) appropriate?**

No. The property owner currently has a reasonable use of the property, allowing for a single-dwelling on a single lot. The variance requests to intensify the use of the land is not reasonable, is caused by the property owner's development desires, and is not consistent with the neighborhood.

- **Lot Width at Setback Variance:** There is not an overwhelming neighborhood character of non-conformity in the area. Including the conforming property, six of the 10 properties, on Dominick Spur have non-conforming lot width at the front yard setback. However, in the larger neighborhood (properties within 400 feet), only seven of the 21 properties (33%) have non-conforming width at the front yard setback. While this variance request is dimensionally small, there are no unique circumstances creating a practical difficulty with meeting city code. The request for non-conformance with city code is created by the property owner.
- **Buildable Area and Buildable Area Dimension Variances:** While the subject lot is large (2.55 acres), a significant portion of it is not developable due to steep topography. As noted above, the site currently has legal non-conforming status for buildable area size and buildable area dimensions, as the buildable area is not technically large enough for one home on the property. The proposal includes subdividing this property into two properties with unreasonably small buildable areas, 0 square feet and 948 square feet of buildable area, respectively (3,500 square feet required by code).

In addition, the neighborhood does not include many homes with similar non-conformities. Based on aerial photography and topography of the nine other properties on Dominick Spur:

- Three do not have adequate buildable dimensions;
- One does not meet the buildable area requirement; and
- All have more than 1,000 square feet of buildable area.

The request to increase development on a property, while it is currently in significant non-conformance, is unreasonable and caused by the property owner's development desires, not a unique circumstances of the property.

### 2. **Are the topography related variances (30 percent grade setback and structure location within the bluff impact zone) appropriate?**

No. As stated previously, the property owner currently has reasonable use of the property, allowing for a single-dwelling on a single lot. A request to subdivide the property to construct a second home in unbuildable areas is not reasonable, solely

caused by the property owner's desire to increase development on the land, and not consistent with the neighborhood's character.

- Reasonableness: The applicant's request to construct a second home completely within the bluff and mostly in areas with grades exceeding 30 percent is unreasonable. The shoreland overlay district regulations are intended to restrict impacts to bluffs to protect sensitive areas from potentially harmful drainage or erosion problems. The proposal would involve considerable site impacts on the most sensitive bluffs on the property.
  - Circumstances Unique to the Property: While the steep topography on the site is unique, the circumstances for the variance request are caused by the property owners' desire to increase development on the property. The proposed lots would have 0 square feet and 948 square feet of buildable. As such, the majority of the home on Lot 2 and the entire home on Lot 1 would be located within the bluff impact zone or bluff setback. As noted above, the building pads shown by the property owner are located within some of the steepest bluffs on the property.
  - Essential Character of the Surrounding Area: Due to the age of the homes on Dominick Spur (built in the 1960s) and lack of survey information, staff is unable to determine if homes were built within the bluff impact zone or 30-percent grade setback. However, based on aerial views with approximate topography, the majority of homes on Dominick Spur appear to be located in areas with less than 20 percent grades. As such, the proposed homes locations, being located within the bluff impact zone and bluff setbacks, would not be consistent with homes in the surrounding area.
- **Would the request meet the tree ordinance?**  
  
Yes. The applicant's proposal would be significantly under the maximum tree removal requirements outlined in the city's tree protection ordinance.

### **Staff Recommendation**

Recommend the city council adopt the resolution denying the preliminary plat with variances request for the Lang Subdivision at 5038 Dominick Spur.

Originator: Drew Ingvalson, Senior Planner  
Through: Susan Thomas, AICP, City Planner

### Supporting Information

#### Surrounding Land Uses

All of the surrounding properties are zoned R-1. Properties to the north and east are improved with single-dwelling homes and guided for low-density residential.

The property to the west is undeveloped right-of-way and Lake Minnetoga Park, guided for open space.

To the south is Hennepin County Regional Railroad Authority property and Dominick Drive right-of-way further south. Across from Dominick Drive are properties improved with single-dwelling homes, guided for low density residential.

#### Property Planning

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

#### Grading

As required by the subdivision application process, generalized home footprints, locations, and grading plans have been submitted by the applicant (see attached). Staff have reviewed these plans, and they have noted that they do not comply with multiple shoreland overlay district ordinances. If the requested plat with variances was approved, the applicant would be required to submit specific plans to be reviewed by staff at the time of building permits.

If approved, staff would suggest conditions of approval limiting grading to the areas shown in this plan and requiring future grading plans to be consistent with the submitted plan.

#### Steep Slope

City Code §300.02(140), defines steep slopes as a slope that:

- Rises at least 20 feet between toe and top of the slope;
- Has an average grade of 20 percent, as measured between the toe and top of the slope; and
- Has been field verified and located by city staff.

Further, City Code §300.27(20), places limits on developments being proposed within steep slopes. Generally, this section allows construction of homes within the steep slopes areas provided that the development:

- Site is physically suitable for development and will preserve significant natural features (including topographical forms);
- Will not result in soil erosion, flooding, severe scarring, reduced water quality, inadequate drainage, or other problems;
- Provides adequate measures to protect safety.

This section of city code specifically directs developments to “avoid building on or creating steep slopes with an average grade of 30

percent or more.” It also states that the city may prohibit building on slopes where:

- Reasonable development can occur outside of slopes over 30 percent; and
- Development would create real or potentially detrimental drainage or erosion problems.

Approval of development within steep slopes does not require a variance or special approval. If the city code standards are met, staff can approve the development administratively.

The applicant’s proposal was reviewed by engineering, natural resources, and planning staff. After review, staff found that the submitted proposal does not meet the standards of this section of the city code. Allowing a subdivision of the property would significantly increase impacts to areas with slopes over 30 percent. Alternatively, a reasonable development (for a single-dwelling in the location of the previously existing home) would greatly reduce slope impacts and potentially detrimental drainage or erosion problems.

A variance from this section of the city code would not be needed to approve the subject request. Instead, the city council would need to acknowledge that the development meets the steep slope standards outlined in the city code.

**Slope Regulations  
in the Shoreland  
Overlay District**

Below are definitions for bluffs and bluff impact zones, which include regulations from within the Shoreland district ordinance of city code, Sec. 300.25:

- Bluff: A steep slope (see above) that is located within the shoreland district (land within 1,000 feet of a lake shore or 300 feet from a tributary).
- Bluff Impact Zone: Land within a bluff and within 20 feet from the top of the bluff.
- Shoreland District: Land located within the following distances from public waters:
  - ✓ 1,000 feet from the ordinary high water level (OHWL) of a lake; or
  - ✓ 300 feet from OHWL (top of bank) of a tributary creek, or the upland edge of the floodplain designated by ordinance, whichever is greater.

The shoreland district ordinance regulates development within bluffs and the bluff impact zone through the following regulations:

- Bluff Impact Zone: The ordinance provides a list of acceptable uses within the bluff impact zone. The allowed uses are low-impact (such as residential yards, wildlife, and nature preserves, parks, beaches, and public utilities). Structures, such as homes or accessory structures, are not permitted.
- Bluff Setback: The ordinance requires a 30-foot setback from bluffs that are 30 percent or greater, except for structures built on post footings, stairways, and landings.

The majority of the home on Lot 2 and the entire home on Lot 1 would be located within the bluff impact zone and 30 percent grade bluff setback. As such, a variance from these two requirements would be needed for approval.

**Impervious Surface**

By city code, the maximum allowable impervious surface within 150-1,000 feet of the OHWL of Shady Oak Lake and Lake Minnetoga is 75 percent. The applicants' proposal would result in less than eight percent impervious surface.

**Stormwater**

Due to its location near a protected water body – Shady Oak Lake and Minnetoga Lake – construction of any new home on the subject property would require stormwater management. The management mechanism must control the runoff rate, volume, and quality. Grading for the proposed stormwater management is located within the bluff impact zone, including a small portion of an area with over 30 percent grades. The shoreland district ordinance allows ponding and drainage facilities within the bluff impact zone provided that the city determines that there are no other viable options and it receives approval from the city engineer. City staff would not support the stormwater management system as designed.

**Reasonable Property Use**

The subject property is a legal lot of record and, despite the steep slopes and bluffs, a single-household dwelling would be allowed on the lot. However, the construction of a future home is still subject to city setbacks and regulations. Staff would expect a variance request from a property owner who plans to build a new single-dwelling home on the property due to the extremely small buildable area. However, staff would only recommend approval of a plan that minimizes impact on the bluff/ steep slopes and setback variance requests.

As stated above, a reasonable use of the property is the construction and use of a single-household dwelling. A request for increased development on the site is unreasonable.

**McMansion Policy**

The McMansion Policy is a tool the city can utilize to ensure new homes or additions requiring variances are consistent with the character of the existing homes within the neighborhood. By policy, the floor area ratio (FAR) of the subject property cannot be greater than the largest FAR of properties within 1,000 feet on the same street and a distance of 400 feet from the subject property.

The largest FAR in the defined area is 0.2. The applicant has not submitted a full house plan; however, if approved, conditions of approval would include a maximum FAR of 0.2 for each property.

**Variance Standards**

By City Code §300.07 Subd. 1, a variance may be granted from the requirements of the zoning ordinance when: (1) the variance is in harmony with the general purposes and intent of this ordinance; (2) when the variance is consistent with the comprehensive plan; and (3) when the applicant establishes that there are practical difficulties in complying with the ordinance. Practical difficulties means: (1) The proposed use is reasonable; (2) the need for a variance is caused by circumstances unique to the property, not created by the property owner, and not solely based on economic considerations; and (3) the proposed use would not alter the essential character of the surrounding area.

Variance requests must meet all of the standards described above. In other words, a variance request must be denied if even one variance standard is not met.

**Lot Standard Variances**

The applicant is requesting lot standard variances (lot width a setback, buildable area size, and buildable area dimensions) from city code sec. 400.030(6). After review, city staff found that the requests did not meet the minimum variance standards outlined in the city code.

- Intent of the Ordinance: The intent of the subdivision regulations is to:
  - ✓ Provide for the orderly, efficient, and safe development of land, urban services and facilities;
  - ✓ Promote the public health, safety, and general welfare of the community by establishing physical standards, design requirements, and procedures for the platting and subdivision of land; and
  - ✓ Establish procedures that permit flexibility in land development.

The subdivision request does not meet the intent of this ordinance as the project would be a disorderly development, potentially unsafe development of land and could be detrimental to the public health, safety, and general welfare of the community. The proposed variances for the subdivision are not consistent with the surrounding neighborhood, creating a disorderly neighborhood. In addition, for this proposal, allowing a development within unbuildable areas has the potential to create erosion and drainage issues.

- Consistent with the Comprehensive Plan: Chapter 3 of the 2040 Comprehensive Plan (Land Use) notes that the city shall

encourage quality housing development that is, “designed to fit the needs of both the resident and the context of the surrounding neighborhood.” While the lot width at Setback variance is dimensionally small, it is not consistent with the context of the surrounding neighborhood. Slightly over half of the homes on Dominick Spur have non-conforming lot widths at Setback; however, only one-third of homes within 400 feet are non-conforming with this standard.

Chapter 7 of the 2040 Comprehensive Plan (Resiliency) notes that, “an increase in loss of vegetation also leads to more soil erosion, especially on steep slopes.” For this development, building outside of the buildable area would involve building within bluffs that exceed 30 percent slope and drain to Minnetoga Lake. The proposed development would disturb sensitive bluffs that are near vital waterbodies.

The proposal is inconsistent with two chapters (Land Use and Resiliency) of the city’s 2040 comprehensive plan.

- Practical Difficulties: There are no practical difficulties with complying with the city's subdivision regulations ordinance.
- ✓ Reasonable Use: The request for variances to intensify the use of the land is not reasonable. The existing property has legal non-conformities (buildable area and buildable area dimensions). The request would create an additional lot intensifying non-conformities or creating new ones (lot width at Setback).
  - Lot Width at Setback: The property is currently compliant with this code requirement and the property owner currently has a reasonable use of the property, allowing for a single-dwelling home. As such, there is no practical difficulty with complying with city code.
  - Buildable Area Size: Lot 1 does not have any buildable area and Lot 2 would only have 948 square feet of buildable area, an unreasonable reduction from the city code requirement of 3,500 sq. ft.
  - Buildable Area Dimension: Both of the proposed properties have non-conforming lot area dimensions. The buildable dimensions for each lot are so small (Lot 1 has no buildable area) that it would be difficult to locate a reasonably sized home within it.
- ✓ Circumstances Unique to the Property: The variances are created by the property owner and are not caused by circumstances unique to the property.

- Lot Width at Setback: The property is currently compliant with this code requirement and the property owner currently has a reasonable use of the property, allowing for a single-dwelling home. As such, there is no practical difficulty with complying with city code.
- Buildable Area Size and Buildable Area Dimensions: While the subject lot is large, it also has a large area that is not developable due to steep topography. As stated previously, the site has legal non-conforming status and a one, single-household dwelling would constitute reasonable use. The request to further increase development on this lot, with a second home, is due to the desire of the property owner to increase its use beyond what is reasonable.
- ✓ Essential Character of the Surrounding Area: The subject request would alter the essential character of the surrounding area.
  - Lot width at Setback: Of the properties with frontage on Dominick Spur (including the subject property), six out of the 10 properties (60%) have non-conforming frontage. However, when looking at the larger neighborhood (properties within 400 feet), only seven of the 21 properties (33%) have non-conforming width at the front yard setback.
  - Buildable Area: The proposal includes properties with 0 square feet and 948 square feet of buildable area. Based on aerial photography and topography, of the nine other properties on Dominick Spur:
    - Only one property does not meet the buildable area requirement; and
    - All properties have more than 1,000 square feet of buildable area.
  - Buildable Area Dimensions: Based on aerial photography and topography, of the nine other properties on Dominick Spur, only three properties do not have buildable area dimensions that meet city code.

**Shoreland District  
Variances**

The applicant is requesting two bluff-related variances from the shoreland overlay district.

- Structure location within the bluff impact zone, City Code §300.25(4); and
- 30-foot Setback from bluffs with 30 percent grade, City Code §300.25(7)(m).

After review, city staff found that the requests do not meet the minimum variance standards outlined in the city code.

- **Intent of the Ordinance:** The intent of the ordinance is to recognize, preserve, protect, and enhance the environmental, recreational and hydrologic resources and functions of the city's lakes and tributary creeks by regulating the use of both the public waters and adjacent land. The development regulations that limit impacts to bluffs are intended to protect sensitive areas from potentially harmful drainage or erosion issues. The subject request is not consistent with the intent of this ordinance, as it would involve considerable site impacts to the most sensitive bluffs on the site.
- **Consistent with the Comprehensive Plan:** Chapter 7 of the Comprehensive Plan (Resiliency) notes that, "an increase in loss of vegetation also leads to more soil erosion, especially on steep slopes." The proposed development would remove trees and vegetation within a very steep (over 30 percent) bluff that drains to Minnetoga Lake. The proposed development would disturb sensitive bluffs that are near vital waterbodies. As such, the proposal is not consistent with the city's comprehensive plan.
- **Practical Difficulties:** There are no practical difficulties with complying with the city's shoreland overlay ordinance.
  - ✓ **Reasonable Use:** The property owner currently has reasonable use of the property, allowing for a single-household dwelling. The applicant's request to construct a second home completely within the bluff impact zone and Setback from grades exceeding 30 percent is unreasonable.
  - ✓ **Circumstances Unique to the Property:** While the steep topography on the site is unique, the circumstance for the variance is caused by the property owners' desire to increase development on the property, which only has 0 square feet and 948 square feet of buildable area on the two lots, respectively.
  - ✓ **Essential Character of the Surrounding Area:** Due to the age of the homes on Dominic Spur (built in the 1960s) and lack of survey information, staff is unable to determine if homes were built within the bluff impact zone or 30-percent grade setback. However, based on aerial views with approximate topography, the majority of homes on Dominick Spur appear to be located in areas with less than 20 percent grades. As such, the proposed homes locations, being located within the bluff impact zone and bluff setbacks, would not be consistent with homes in the surrounding area.

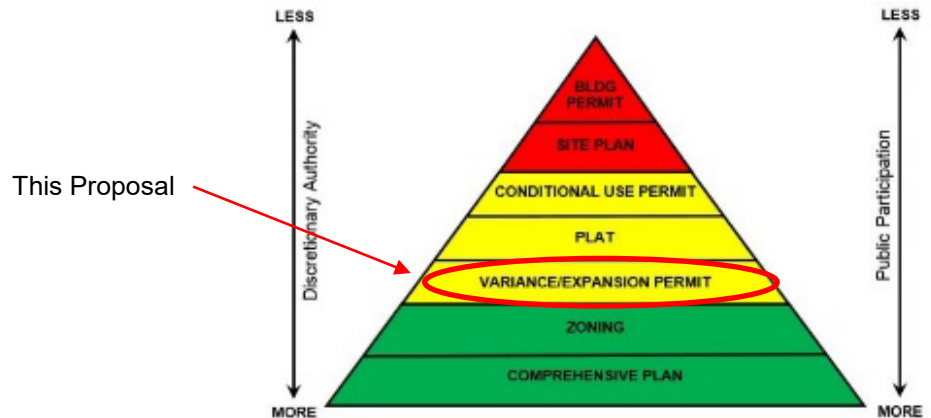
**Neighborhood Comments**

The city sent notices to 25 area property owners and received two comments. (See attached).

**Minnetonka Matters Comments**

There were no comments posted through the Minnetonka Matters project page as of March 5, 2025.

**Pyramid of Discretion**



**Motion Options**

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

1. Concur with staff's recommendation. In this case, a motion should be made recommending the city council adopt the resolution denying the subdivision.
2. Disagree with staff's recommendation. In this case, a motion should be made recommending the city council approve the request. The motion must include a statement as to why the approval is recommended.
3. Table the requests. In this case, a motion should be made to table the item. The motion should include a statement as to why the request is being tabled with direction to staff, the applicant, or both.

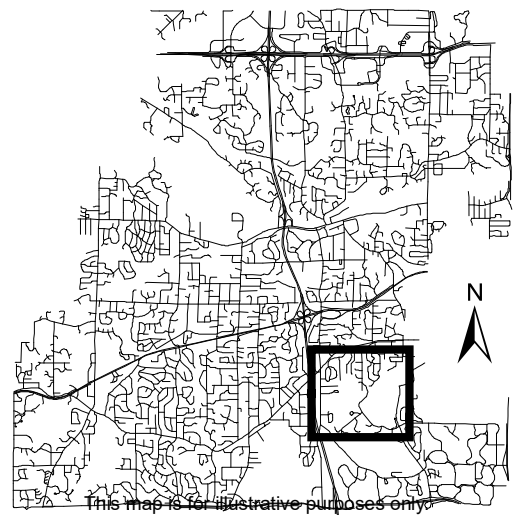
**Deadline for Decision**

May 19, 2025



**Location Map**

Project: Lang Residence  
 Address: 5038 Dominick Spur



This map is for illustrative purposes only.

## Previous Site Conditions



# Current Site Conditions





DESCRIPTION OF PROPERTY SURVEYED

That part of Government Lot 2, Section 26, Township 117, Range 22 described as commencing at the Northwest corner of said Government Lot 2; thence East along the North line thereof 242.83 feet; thence Southeastly deflecting to the right 39 degrees 37 minutes, on a straight line to a point thereon 359 feet Northwestly from its intersection with the Northwestly right-of-way line of the Minneapolis & St. Louis Railway Company, which point is the actual point of beginning and which said point is marked by a Judicial Landmark; thence Southeastly along said above described line 359 feet to said Northwestly right-of-way line which point is marked by a Judicial Landmark; thence Northeastly along said Northwestly right-of-way line to the Westly line of Registered Land Survey No. 858, File of the Registrar of Titles which point is marked by a Judicial Landmark; thence Northly along the Westly line of said Registered Land Survey No. 858 to a point on the extension South of the West line of Government Lot 3 in said Section 26, distant 450 feet South from the Southwest corner of said Government Lot 3; thence West parallel with the North line of said Government Lot 2 a distance of 305.53 feet; thence Southeastly along a line which if extended Northwestly would intersect the North line of said Government Lot 2 at a point 445 feet West from the Southwest corner of said Government Lot 3, to an intersection with a line drawn Northeastly and parallel with said Northwestly right-of-way line from the actual point of beginning; hence Southwestly to the actual point of beginning.

Subject to a cartway or road rights over the West 6 feet as measured at right angles to the West line of the land herein;

Subject to an easement for private roadway purposes over that part of the above described land lying within a strip of land 33 feet wide, the Westery boundary of which is a line parallel to and 33 feet Westly measured at right angles from the following described Easterly boundary line: Beginning at a point in the South line of the North 667.1 feet of Government Lot 2, Section 26 Township 117 Range 22, which point is 1092.6 feet East of the West line of said Section 26; thence Northwestly 697.5 feet to a point in the South line of the West half of the Northwest Quarter, said Section 26, distant 445 feet West of the Southeast corner of the West half of the Northwest Quarter of said Section 26, which easement was created by the instrument recorded in Book 1141 of Deeds, page 19, Doc. No. 1459330;

Subject to the effect of an ordinance of the City of Minnetonka regulating the platting and subdividing of land a certified copy of which ordinance is recorded in Book 889 of Miscellaneous Records, page 409, Doc. No. 3290302; as amended by the ordinance recorded in Book 892 of Miscellaneous Records, page 8, Doc. No. 3294687;

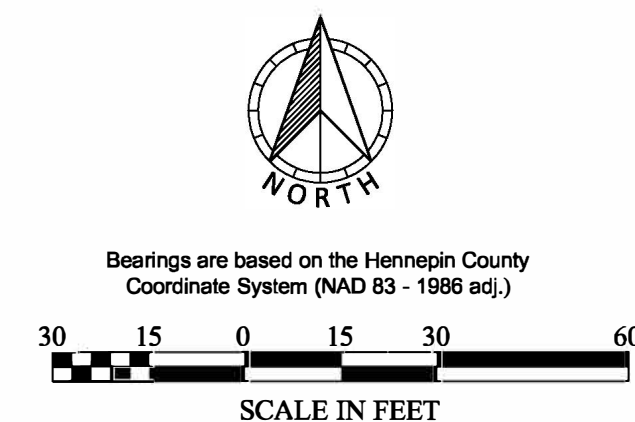
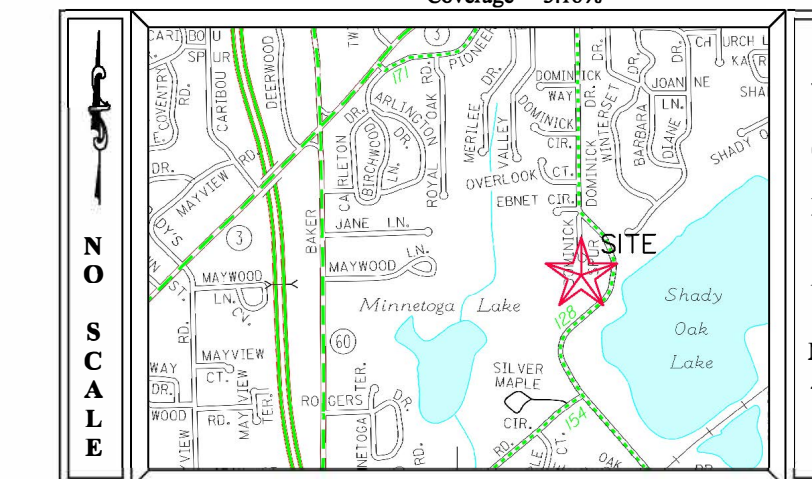
STANDARD NOTES

- 1) **Site Address:** 5038 Dominick Spur, Minnetonka, MN, 55343
  - 2) A title opinion was not furnished to the surveyor as part of this survey. Only easements per the recorded plat are shown unless otherwise denoted herein.
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  - 4) **Parcel Area Information:** Gross Area: 114,154 s.f. ~ 2.621 acres  
R/W Area: 2,966 s.f. ~ 0.068 acres  
Net Area: 111,188 s.f. ~ 2.553 acres  
\*We do not affirmatively insure the quantity of acreage set forth in the description
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**Principal Structure Setbacks -** Street(s): 35 feet (Dominic Spur)  
Side: 30 feet total, 10 feet minimum  
Rear: 40 feet or 20% of lot depth, whichever is less  
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\*Please note that the zoning information shown hereon may have been amended through a city process. We recommend that a zoning letter be obtained from the Zoning Administrator for the current restrictions for this site. All setback information and hardcover data for planning and design must be verified by all parties involved in the design and planning process prior to any planning or construction.
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Existing Elevations		Existing Hardcover		Minimum Lot Standards	
Garage Floor Elevation	= 962.9	Lot Area	= 114,154 S.F.	Lot Area:	22,000 s.f.
First Floor Elevation	= 962.5	House Area	= 3,051 S.F.	Lot Width:	110 ft at setback, 65 ft at cul de sac
		Driveway Area	= 1,372 S.F.	Lot Depth:	125 ft
		Garage Area	= 709 S.F.		
		Concrete Area	= 310 S.F.		
		Deck Area	= 446 S.F.		
		Total Area	= 5,888 S.F.		
		Coverage	= 5.16%		



**SURVEY LEGEND**

● CAST IRON MONUMENT	⊕ PIEZOMETER	W/E WALKOUT ELEVATION
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▲ PK NAIL MONUMENT SET	⊖ SANITARY CLEANOUT	BITUMINOUS
▲ PK NAIL MONUMENT FOUND	⊖ STORM MANHOLE	BUILDING SETBACK LINE
▲ PK NAIL W/ ALUMINUM DISC	⊖ STORM DRAIN	CTV CABLE TV
▲ SURVEY CONTROL POINT	⊖ CATCH BASIN	CONCRETE CURB
▲ A/R UNIT	⊖ FLARED END SECTION	CONTOUR EXISTING
⊖ CABLE TV PEDESTAL	⊖ TREE CONIFEROUS	CONTOUR PROPOSED
⊖ ELECTRIC TRANSFORMER	⊖ TREE DECIDUOUS	GUARD RAIL
⊖ ELECTRIC MANHOLE	⊖ TREE CONIFEROUS REMOVED	DT DRAIN TILE
⊖ ELECTRIC METER	⊖ TREE DECIDUOUS REMOVED	ELC ELECTRIC UNDERGROUND
⊖ ELECTRIC OUTLET	⊖ TELEPHONE MANHOLE	-x-x- FENCE
⊖ LIGHT POLE	⊖ TELEPHONE PEDESTAL	FIBER OPTIC UNDERGROUND
⊖ FIBER OPTIC MANHOLE	⊖ UTILITY MANHOLE	GAS UNDERGROUND
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⊖ FUEL TANK	⊖ WATER METER	--- STORM SEWER
⊖ GAS METER	⊖ WATER SPIGOT	TEL TELEPHONE UNDERGROUND
⊖ GAS MANHOLE	⊖ WELL	--- RETAINING WALL
⊖ GUARD POST	⊖ MONITORING WELL	--- UTILITY UNDERGROUND
⊖ HAND HOLE	⊖ CURB STOP	I WATERMAIN
⊖ MAIL BOX	⊖ GATE VALVE	--- TRAFFIC SIGNAL
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	⊖ SIGN	○ SATELLITE DISH
	⊖ SOIL BORING	○ WETLAND BUFFER SIGN

SEC. 26

VALLEY ROAD

DOMINICK SPUR

TRACT A

TRACT B

PARCEL 1 - 54,233 SF

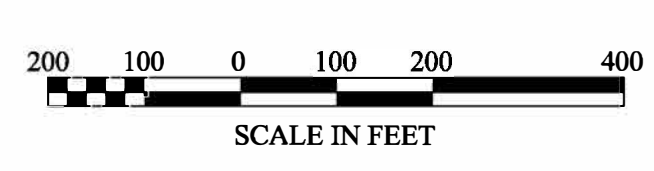
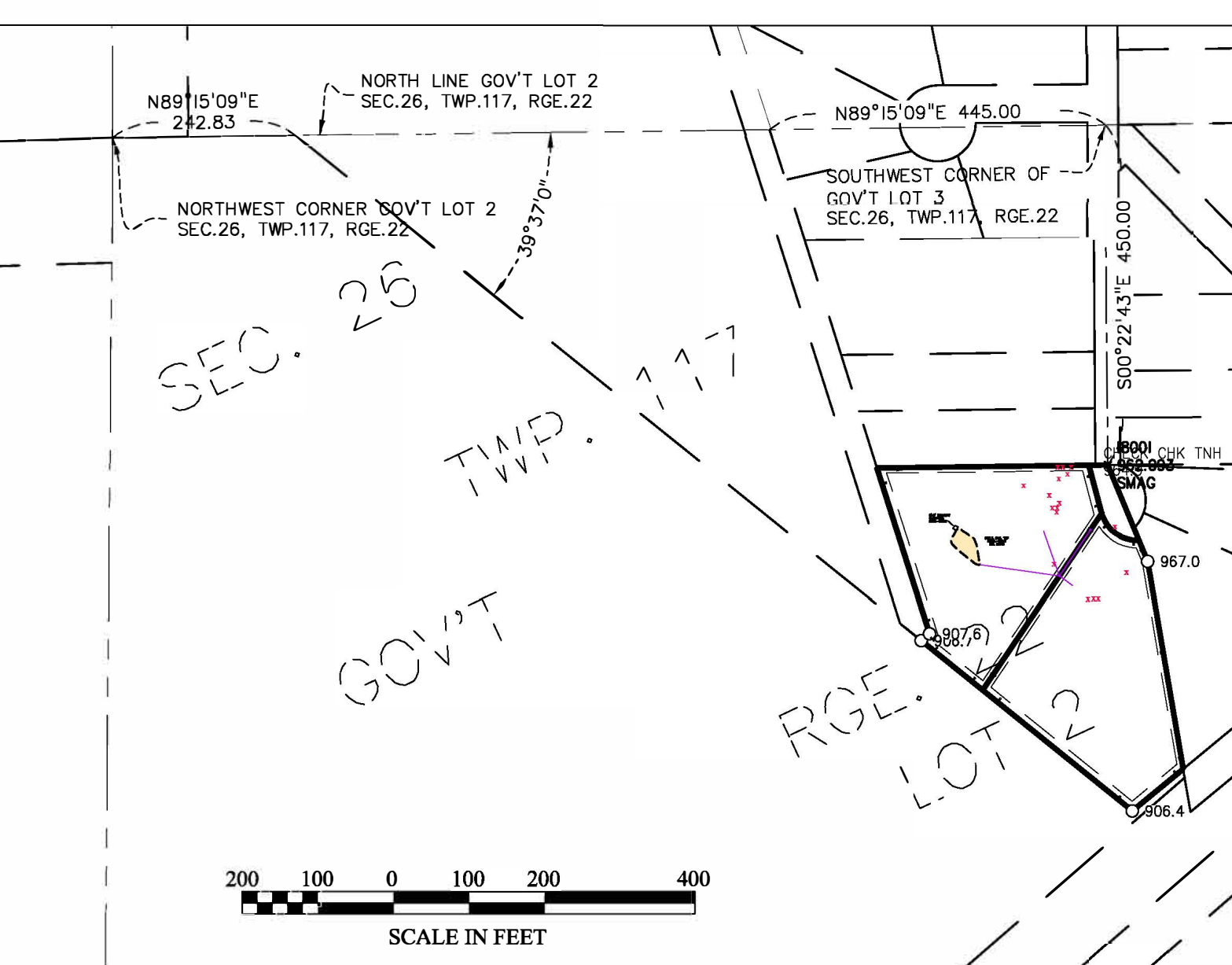
PARCEL 2 - 56,955 SF

LOT 2

R.L.S. NO. 0858

RGE. 22

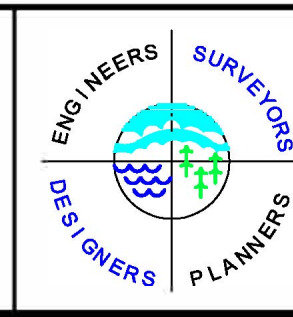
GOV'T



FIELD CREW	NO.	BY	DATE	REVISION
CL DM PH	1	DLS	12/6/2024	ADDED SILT FENCE/CONSTRUCTION LIMITS
DRAWN	2	EJ	1/13/2025	GRADING PLAN
EMW	2	EMW	2/12/2025	ROUGH PRELIMINARY PLAT
CHECKED				
DLS				
DATE				
1/18/2024				

USE (INCLUDING COPYING, DISTRIBUTION, AND/OR CONVEYANCE OF INFORMATION) OF THIS PRODUCT IS STRICTLY PROHIBITED WITHOUT SATHRE-BERGQUIST, INC.'S EXPRESS WRITTEN AUTHORIZATION. USE WITHOUT SAID AUTHORIZATION CONSTITUTES AN ILLEGITIMATE USE AND SHALL THEREBY INDEMNIFY SATHRE-BERGQUIST, INC. OF ALL RESPONSIBILITY. SATHRE-BERGQUIST, INC. RESERVES THE RIGHT TO HOLD ANY ILLEGITIMATE USER OR PARTY LEGALLY RESPONSIBLE FOR DAMAGES OR LOSSES RESULTING FROM ILLEGITIMATE USE.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.  
Dated this 27th day of September, 2024.  
*Daniel L. Schmidt*  
Daniel L. Schmidt, PLS  
schmidt@satbre.com  
Minnesota License No. 26147



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

TWP:117-RGE:22-SEC:26  
Hennepin County  
**MINNETONKA, MINNESOTA**

**PRELIMINARY PLAT**  
PREPARED FOR:  
**PAUL & THOMAS LANG**

FILE NO.  
49391-001  
**1**

DESCRIPTION OF PROPERTY SURVEYED

That part of Government Lot 2, Section 26, Township 117, Range 22 described as commencing at the Northwest corner of said Government Lot 2; thence East along the North line thereof 242.83 feet; thence Southeasterly deflecting to the right 39 degrees 37 minutes, on a straight line to a point thereon 359 feet Northwestly from its intersection with the Northwesterly right-of-way line of the Minneapolis & St. Louis Railway Company, which point is the actual point of beginning and which said point is marked by a Judicial Landmark; thence Southeasterly along said above described line 359 feet to said Northwestly right-of-way line which point is marked by a Judicial Landmark; thence Northwesterly along said Northwestly right-of-way line to the Westery line of Registered Land Survey No. 858, File of the Registrar of Titles which point is marked by a Judicial Landmark; thence Northerly along the Westery line of said Registered Land Survey No. 858 to a point on the extension South of the West line of Government Lot 3 in said Section 26, distant 450 feet South from the Southwest corner of said Government Lot 3; thence West parallel with the North line of said Government Lot 2 a distance of 305.53 feet; thence Southeasterly along a line which if extended Northwestly would intersect the North line of said Government Lot 2 at a point 445 feet West from the Southwest corner of said Government Lot 3, to an intersection with a line drawn Northwesterly and parallel with said Northwestly right-of-way line from the actual point of beginning; hence Southwesterly to the actual point of beginning.

Subject to a cartway or road rights over the West 6 feet as measured at right angles to the West line of the land herein;

Subject to an easement for private roadway purposes over that part of the above described land lying within a strip of land 33 feet wide, the Westery boundary of which is a line parallel to and 33 feet Westery measured at right angles from the following described Easterly boundary line: Beginning at a point in the South line of the North 667.1 feet of Government Lot 2, Section 26 Township 117 Range 22, which point is 1092.6 feet East of the West line of said Section 26; thence Northwesterly 697.5 feet to a point in the South line of the West half of the Northwest Quarter, said Section 26, distant 445 feet West of the Southeast corner of the West half of the Northwest Quarter of said Section 26, which easement was created by the instrument recorded in Book 1141 of Deeds, page 19, Doc. No. 1459320.

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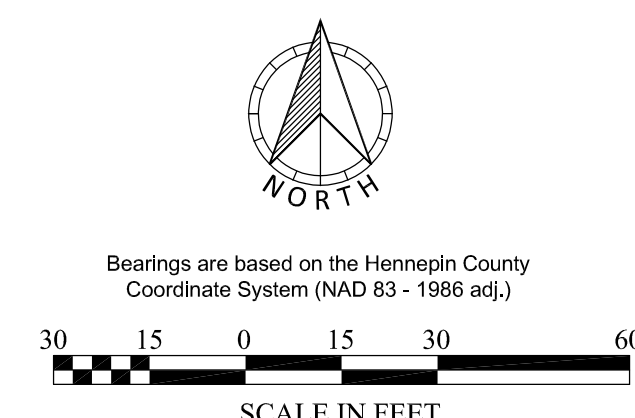
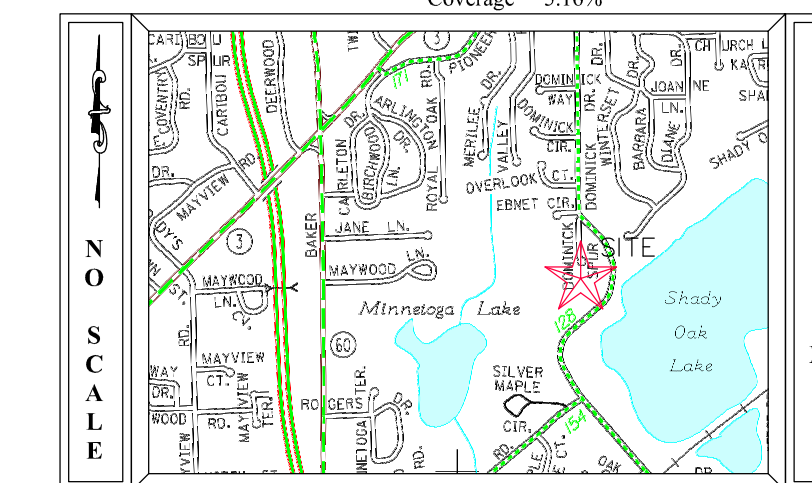
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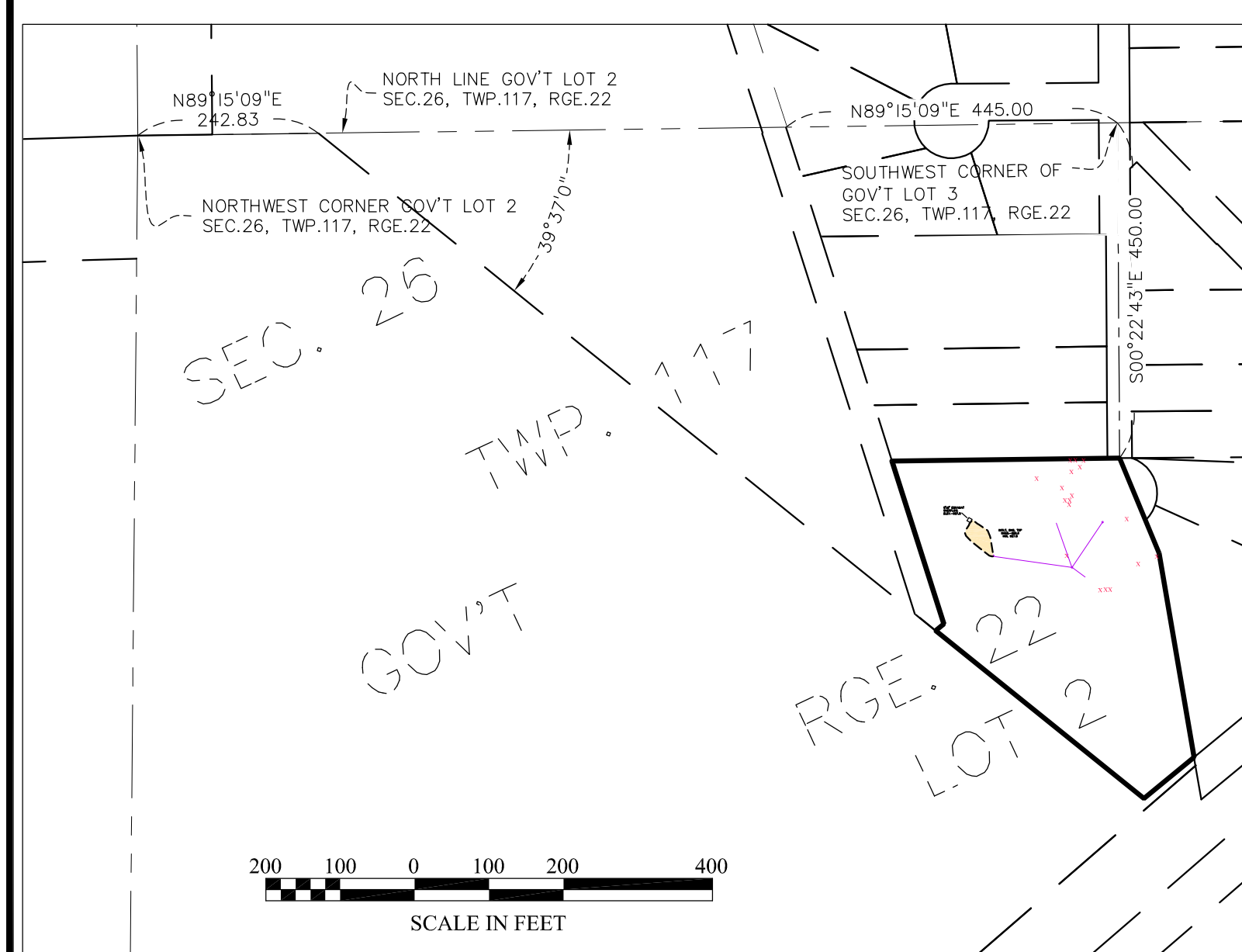
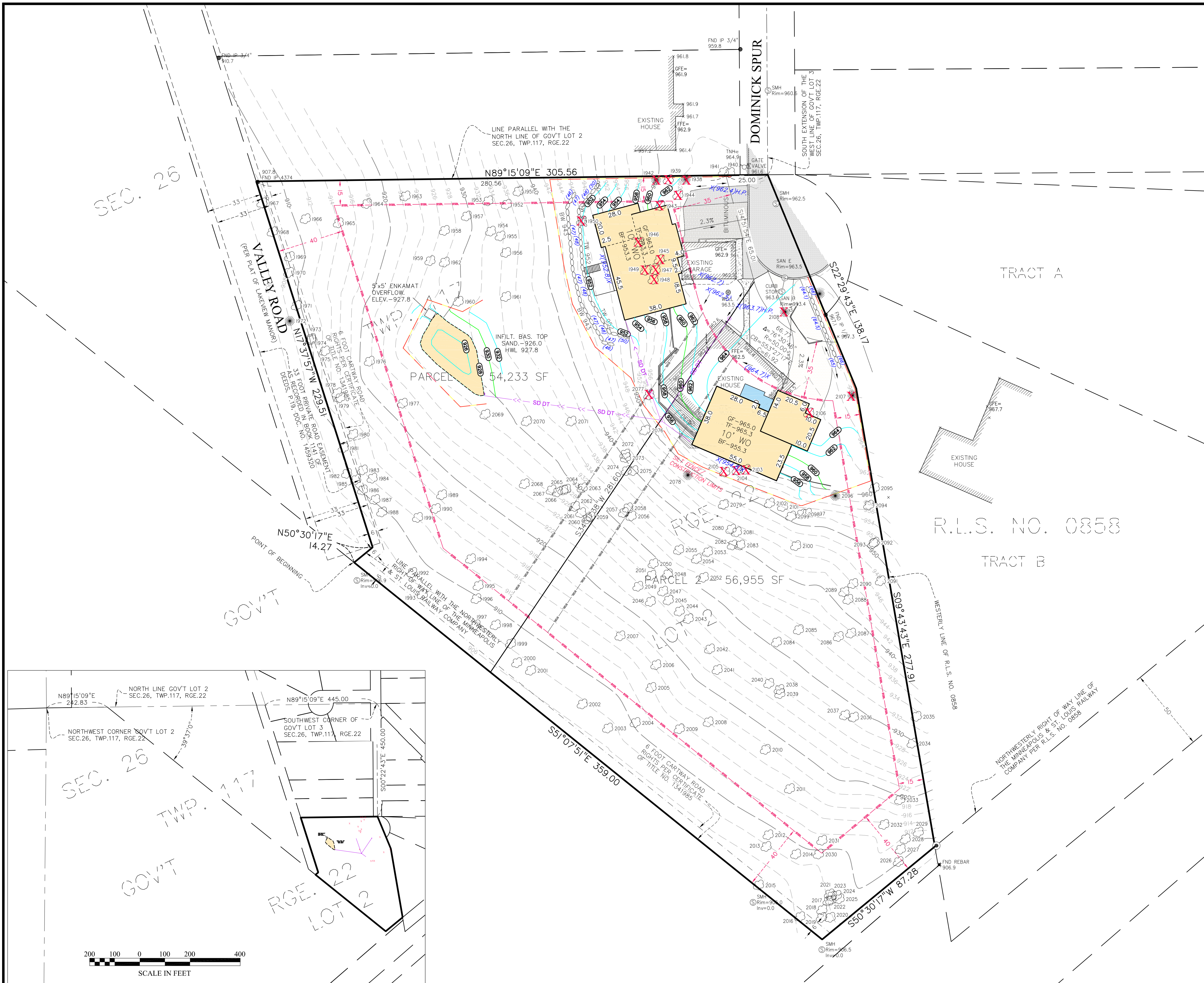
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		Concrete Area	= 310 S.F.		
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		Coverage	= 5.16%		



SURVEY LEGEND

● CAST IRON MONUMENT	⊙ PIEZOMETER	⊙ WOE WALKOUT ELEVATION
● IRON PIPE MONUMENT SET	⊙ POWER POLE	⊙ FFE FIRST FLOOR ELEVATION
● DRILL HOLE FOUND	⊙ CUM WIRE	⊙ GFE GARAGE FLOOR ELEVATION
⊙ CHISELED "X" MONUMENT SET	⊙ ROOF DRAIN	⊙ TOP OF FOUNDATION ELEV.
⊙ CHISELED "X" MONUMENT FOUND	⊙ LIFT STATION	⊙ LOE LOWEST OPENING ELEV.
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⊙ PK NAIL MONUMENT FOUND	⊙ STORM MANHOLE	— BUILDING SETBACK LINE
⊙ PK NAIL W/ ALUMINUM DISC	⊙ STORM DRAIN	— CTV
⊙ SURVEY CONTROL POINT	⊙ CATCH BASIN	— CONCRETE CURB
⊙ A/C UNIT	⊙ FLARED END SECTION	— CONTOUR EXISTING
⊙ CABLE TV PEDESTAL	⊙ TREE CONIFEROUS	— CONTOUR PROPOSED
⊙ ELECTRIC TRANSFORMER	⊙ TREE DECIDUOUS	— GUARD RAIL
⊙ ELECTRIC MANHOLE	⊙ TREE CONIFEROUS REMOVED	— DT
⊙ ELECTRIC METER	⊙ TREE DECIDUOUS REMOVED	— ELC
⊙ ELECTRIC OUTLET	⊙ TELEPHONE MANHOLE	— FENCE
⊙ YARD LIGHT	⊙ TELEPHONE PEDESTAL	— FIBER OPTIC UNDERGROUND
⊙ LIGHT POLE	⊙ UTILITY MANHOLE	— GAS UNDERGROUND
⊙ FIBER OPTIC MANHOLE	⊙ UTILITY PEDESTAL	— OHU
⊙ FIRE DEPT. HOOK UP	⊙ UTILITY VAULT	— OVERHEAD UTILITY
⊙ FUEL PUMP	⊙ WATERMAIN MANHOLE	— TREE LINE
⊙ PROPANE TANK	⊙ WATER METER	— SANITARY SEWER
⊙ GAS METER	⊙ WATER SPIGOT	— STORM SEWER
⊙ GAS MANHOLE	⊙ WELL	— TEL
⊙ GENERATOR	⊙ MONITORING WELL	— TELEPHONE UNDERGROUND
⊙ GUARD POST	⊙ CURB STOP	— UTILITY UNDERGROUND
⊙ HAND HOLE	⊙ GATE VALVE	— I
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	⊙ IRRIGATION VALVE	— TRAFFIC SIGNAL
	⊙ POST INDICATOR VALVE	— RAILROAD TRACKS
	⊙ SIGN	— RAILROAD SIGNAL
	⊙ SOIL BORING	— RAILROAD SWITCH
		— SATELLITE DISH
		— WETLAND BUFFER SIGN



FIELD CREW	NO.	BY	DATE	REVISION
CL DM PH	1	DLS	12/6/2024	ADDED SILT FENCE/CONSTRUCTION LIMITS
DRAWN	2	EJ	1/13/2025	GRADING PLAN
CHECKED				
DLS				
DATE				
1/18/2024				

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I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.  
 Dated this 27th day of September, 2024.  
*Daniel L. Schmidt*  
 Daniel L. Schmidt, PLS  
 schmidt@sathre.com  
 Minnesota License No. 26147

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

TWP.117.RGE.22-SEC.26  
 Hennepin County  
**MINNETONKA, MINNESOTA**

**CERTIFICATE OF SURVEY**  
**GRADING PLAN**  
 PREPARED FOR:  
**PAUL & THOMAS LANG**

FILE NO.  
 49391-001  
**1**

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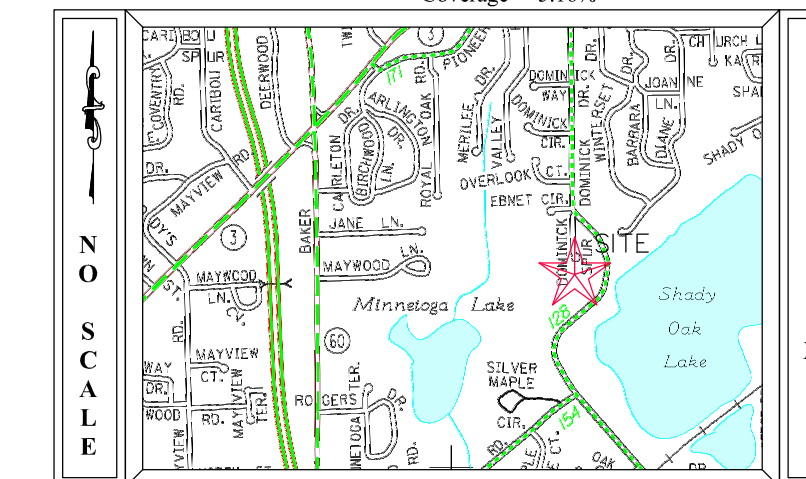
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		Concrete Area	= 310 S.F.		
		Deck Area	= 446 S.F.		
		Total Area	= 5,888 S.F.		
		Coverage	= 5.16%		



SURVEY LEGEND

● CAST IRON MONUMENT	⊕ PIEZOMETER	WOE WALKOUT ELEVATION
● IRON PIPE MONUMENT SET	⊖ POWER POLE	FFE FIRST FLOOR ELEVATION
● DRILL HOLE FOUND	⊖ GUY WIRE	GFE GARAGE FLOOR ELEVATION
⊗ CHISELED "X" MONUMENT SET	⊖ ROOF DRAIN	TOP TOP OF FOUNDATION ELEV.
⊗ CHISELED "X" MONUMENT FOUND	⊖ LIFT STATION	LOE LOWEST OPENING ELEV.
⊗ REBAR MONUMENT FOUND	⊖ SANITARY MANHOLE	CONCRETE
⊗ PK NAIL MONUMENT SET	⊖ SANITARY CLEANOUT	BITUMINOUS
⊗ PK NAIL MONUMENT FOUND	⊖ STORM MANHOLE	BUILDING SETBACK LINE
⊗ PK NAIL W/ ALUMINUM DISC	⊖ STORM DRAIN	CTV CABLE TV
⊗ A/C UNIT	⊖ CATCH BASIN	CONCRETE CURB
⊗ CABLE TV PEDESTAL	⊖ SURVEY CONTROL POINT	CONTOUR EXISTING
⊗ ELECTRIC TRANSFORMER	⊖ TREE CONIFEROUS	CONTOUR PROPOSED
⊗ ELECTRIC MANHOLE	⊖ TREE DECIDUOUS	GUARD RAIL
⊗ ELECTRIC METER	⊖ TREE CONIFEROUS REMOVED	DRAIN TILE
⊗ ELECTRIC OUTLET	⊖ TREE DECIDUOUS REMOVED	ELC ELECTRIC UNDERGROUND
⊗ YARD LIGHT	⊖ TELEPHONE MANHOLE	FENCE
⊗ LIGHT POLE	⊖ TELEPHONE PEDESTAL	FIBER OPTIC UNDERGROUND
⊗ FIBER OPTIC MANHOLE	⊖ UTILITY MANHOLE	GAS UNDERGROUND
⊗ FIRE DEPT. HOOK UP	⊖ UTILITY PEDESTAL	OHU OVERHEAD UTILITY
⊗ FUEL PUMP	⊖ UTILITY VAULT	TREE LINE
⊗ PROPANE TANK	⊖ WATER MAIN MANHOLE	SANITARY SEWER
⊗ GAS METER	⊖ WATER METER	STORM SEWER
⊗ GAS MANHOLE	⊖ WATER SPIGOT	TEL TELEPHONE UNDERGROUND
⊗ GENERATOR	⊖ WELL	RETAINING WALL
⊗ GUARD POST	⊖ MONITORING WELL	UTILITY UNDERGROUND
⊗ HAND HOLE	⊖ CURB STOP	WATERMAIN
⊗ MAIL BOX	⊖ GATE VALVE	TRAFFIC SIGNAL
	⊖ HYDRANT	RAILROAD TRACKS
	⊖ IRRIGATION VALVE	RAILROAD SIGNAL
	⊖ POST INDICATOR VALVE	RAILROAD SWITCH
	⊖ SIGN	SATELLITE DISH
	⊖ SOIL BORING	WETLAND BUFFER SIGN

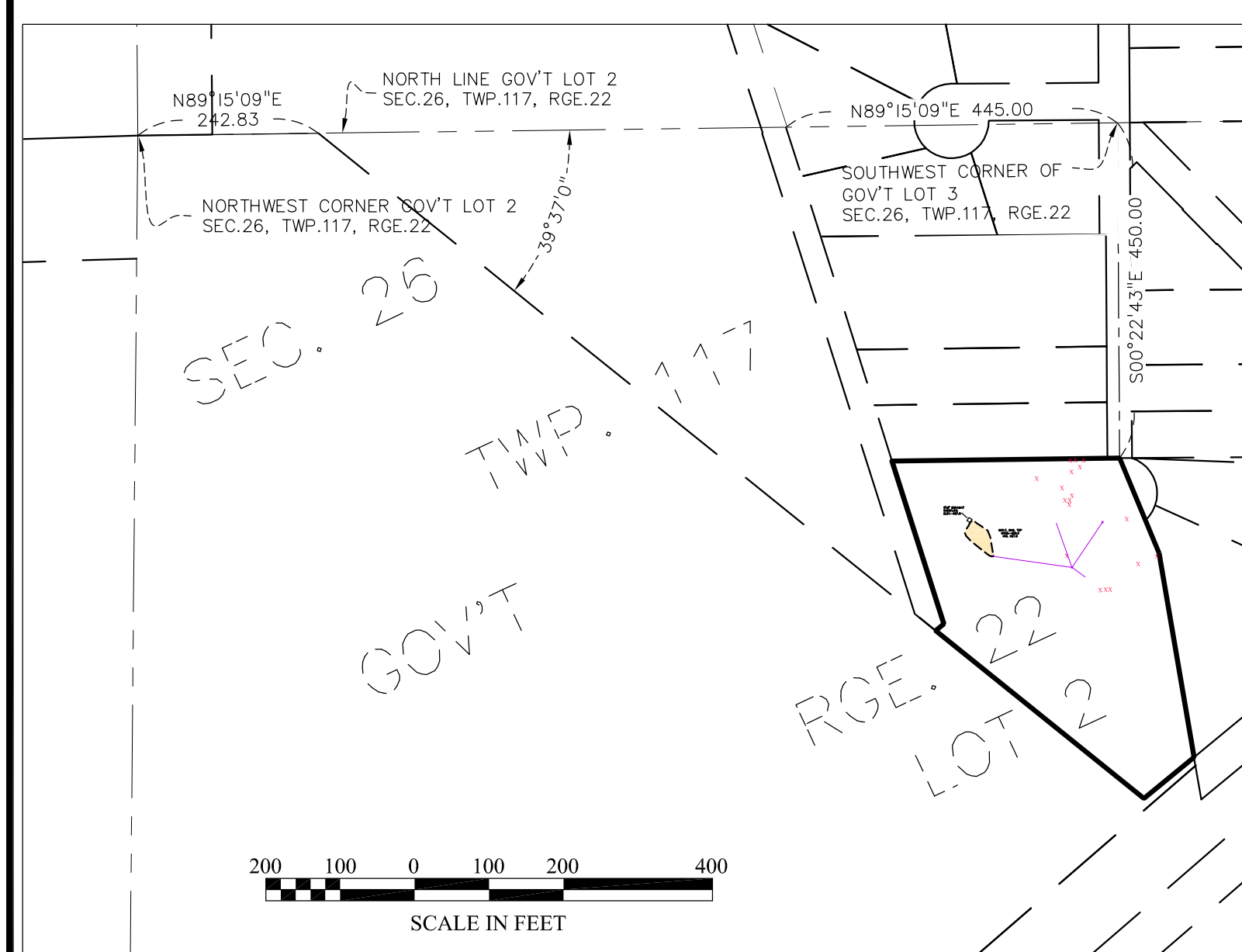
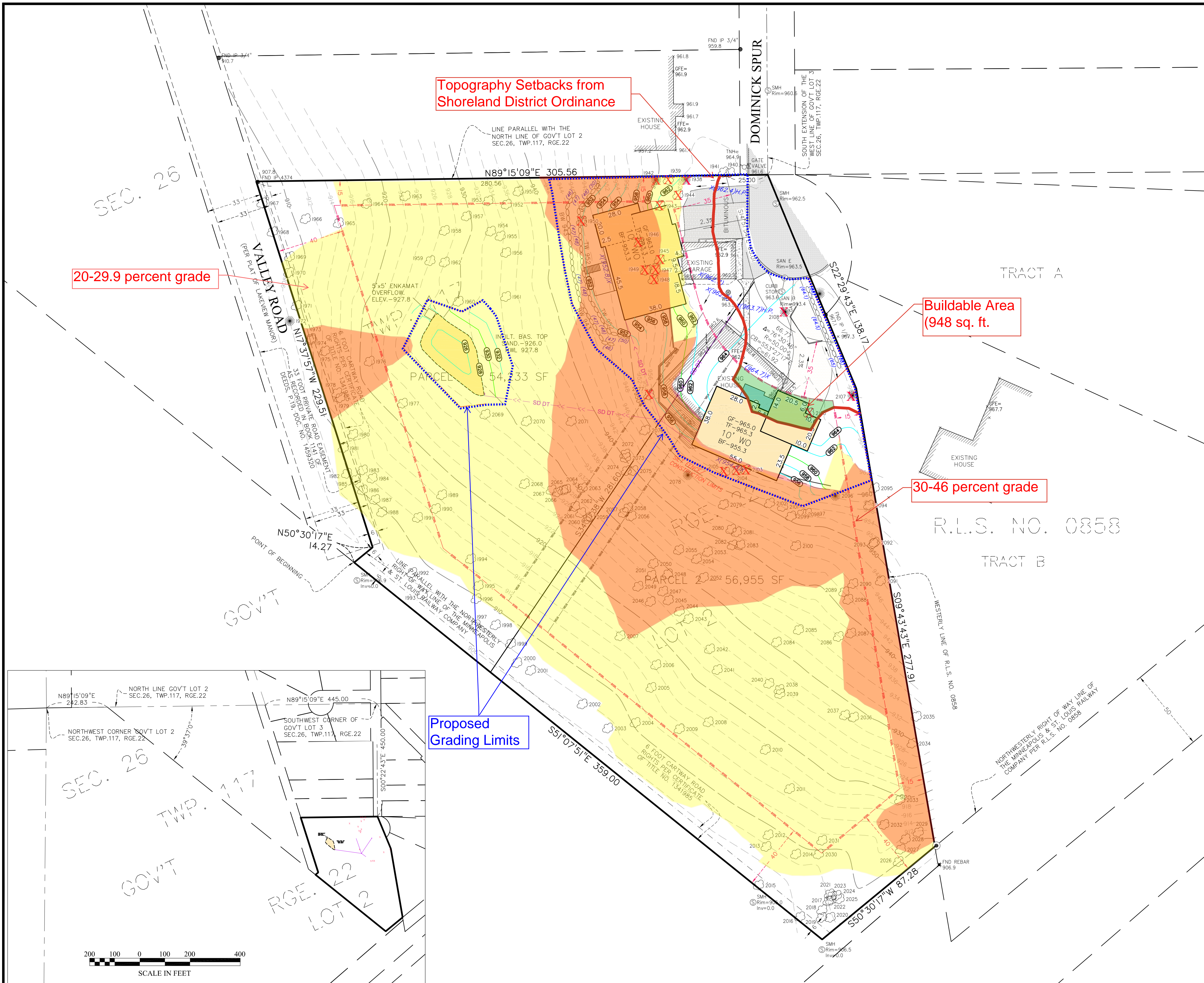
Topography Setbacks from Shoreland District Ordinance

20-29.9 percent grade

Buildable Area (948 sq. ft.)

30-46 percent grade

Proposed Grading Limits



FIELD CREW	NO.	BY	DATE	REVISION
CL DM PH	1	DLS	12/6/2024	ADDED SILT FENCE/CONSTRUCTION LIMITS
DRAWN	2	EJ	1/13/2025	GRADING PLAN
CHECKED				
DLS				
DATE				
1/18/2024				

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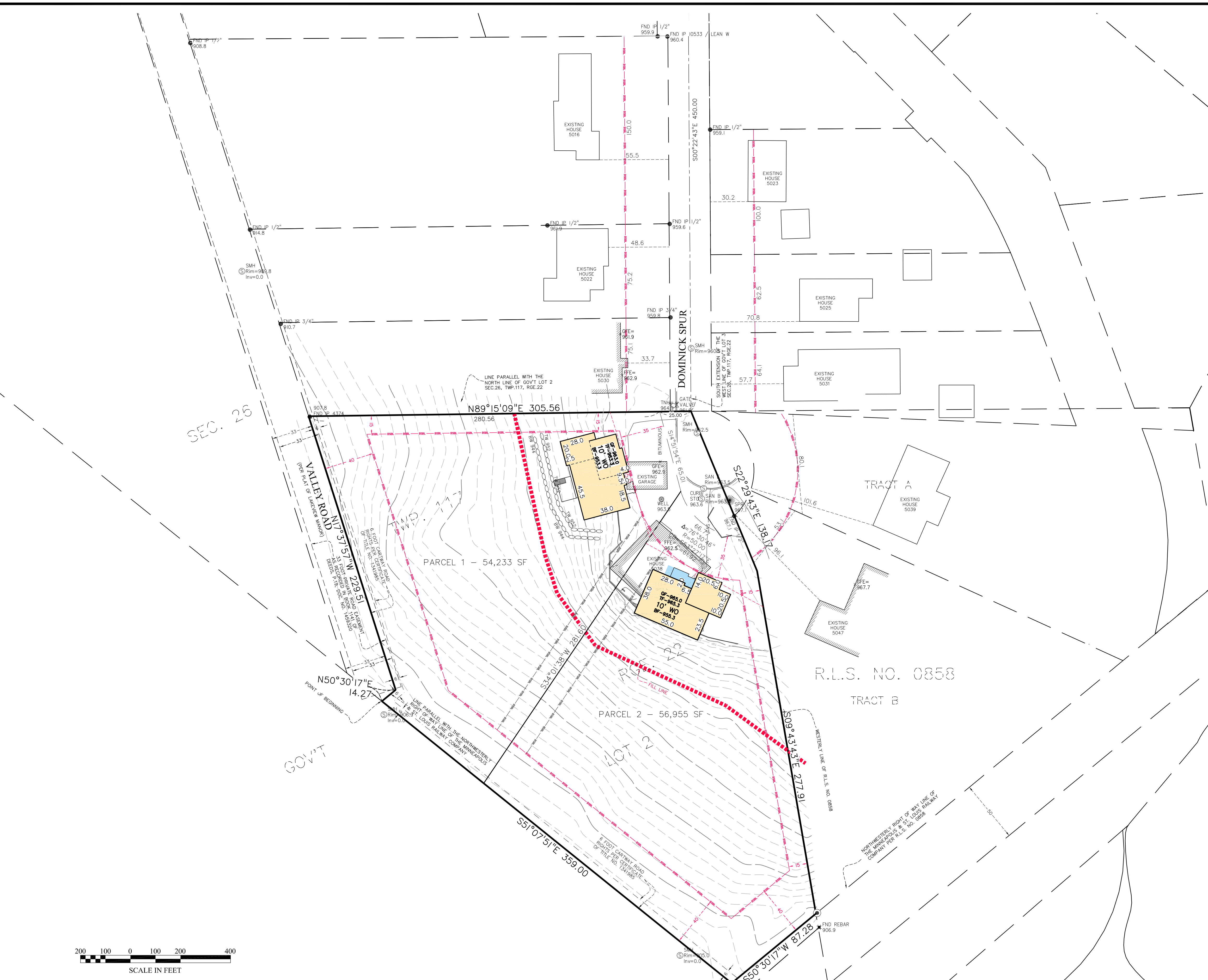
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.  
Dated this 27th day of September, 2024.  
*Daniel L. Schmidt*  
Daniel L. Schmidt, PLS  
schmidt@sathre.com  
Minnesota License No. 26147

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TWP.117.RGE.22-SEC.26  
Hennepin County  
**MINNETONKA, MINNESOTA**

**CERTIFICATE OF SURVEY**  
**GRADING PLAN**  
PREPARED FOR:  
**PAUL & THOMAS LANG**

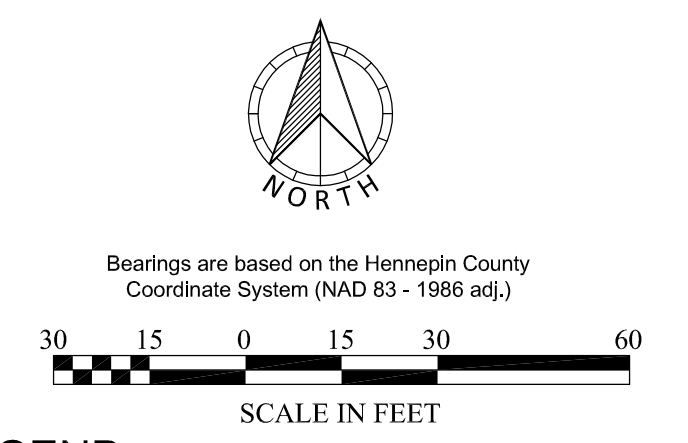
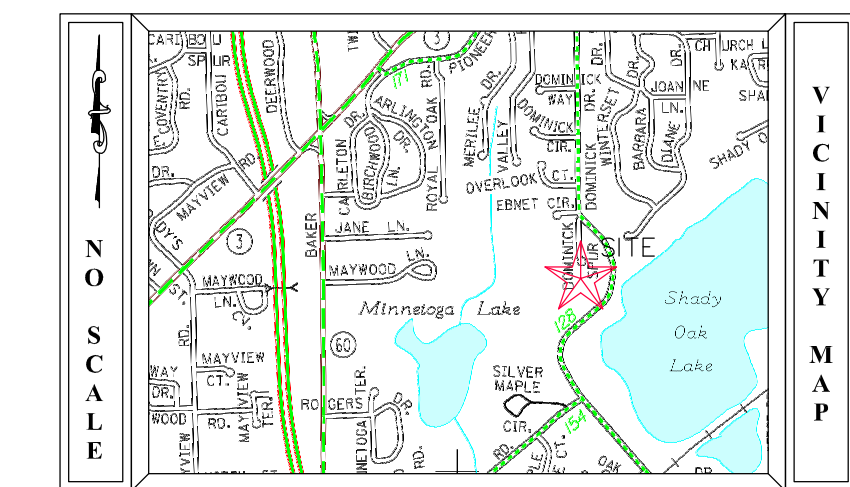
FILE NO.  
49391-001  
**1**



NOTE:  
HOUSE LOCATIONS TAKEN FROM AERIAL PHOTOGRAPHY

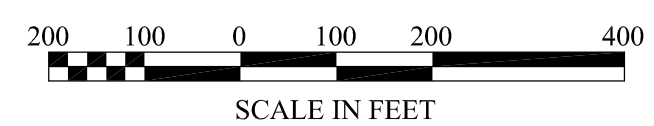
NEIGHBORING LOTS ON DOMINICK SPUR

ADDRESS	WIDTHS	DISTANCE FROM R.O.W.
5016	150	55.5
5022	75	48.6
5030	75	33.7
5047	53	96.1
5039	80	101.6
5031	64	57.7
5025	63	70.8
5023	100	30.2
AVG.	82.5	61.8



**SURVEY LEGEND**

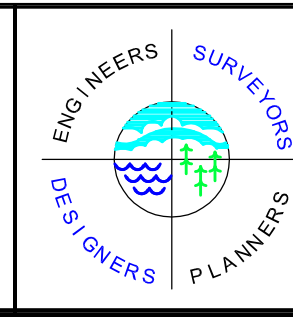
<ul style="list-style-type: none"> <li>● CAST IRON MONUMENT</li> <li>● IRON PIPE MONUMENT SET</li> <li>● DRILL HOLE FOUND</li> <li>✕ CHISELED "X" MONUMENT SET</li> <li>✕ CHISELED "X" MONUMENT FOUND</li> <li>✕ REBAR MONUMENT FOUND</li> <li>✕ PK NAIL MONUMENT SET</li> <li>▲ PK NAIL MONUMENT FOUND</li> <li>● PK NAIL W/ ALUMINUM DISC</li> <li>○ SURVEY CONTROL POINT</li> <li>□ A/C UNIT</li> <li>□ CABLE TV PEDESTAL</li> <li>□ ELECTRIC TRANSFORMER</li> <li>□ ELECTRIC MANHOLE</li> <li>□ ELECTRIC METER</li> <li>□ ELECTRIC OUTLET</li> <li>□ YARD LIGHT</li> <li>□ LIGHT POLE</li> <li>□ FIBER OPTIC MANHOLE</li> <li>□ FIRE DEPT. HOOK UP</li> <li>□ FLAG POLE</li> <li>□ FUEL PUMP</li> <li>□ FUEL TANK</li> <li>□ PROPANE TANK</li> <li>□ GAS METER</li> <li>□ GAS VALVE</li> <li>□ GAS MANHOLE</li> <li>□ GENERATOR</li> <li>□ GUARD POST</li> <li>□ HAND HOLE</li> <li>□ MAIL BOX</li> </ul>	<ul style="list-style-type: none"> <li>○ PIEZOMETER</li> <li>○ POWER POLE</li> <li>○ GUY WIRE</li> <li>○ ROOF DRAIN</li> <li>○ LIFT STATION</li> <li>○ SANITARY MANHOLE</li> <li>○ SANITARY CLEANOUT</li> <li>○ STORM MANHOLE</li> <li>○ STORM DRAIN</li> <li>○ CATCH BASIN</li> <li>○ FLARED END SECTION</li> <li>○ TREE CONIFEROUS</li> <li>○ TREE DECIDUOUS</li> <li>○ TREE CONIFEROUS REMOVED</li> <li>○ TREE DECIDUOUS REMOVED</li> <li>○ TELEPHONE MANHOLE</li> <li>○ TELEPHONE PEDESTAL</li> <li>○ UTILITY MANHOLE</li> <li>○ UTILITY PEDESTAL</li> <li>○ UTILITY VAULT</li> <li>○ WATERMAIN MANHOLE</li> <li>○ WATER METER</li> <li>○ WATER SPIGOT</li> <li>○ WELL</li> <li>○ MONITORING WELL</li> <li>○ CURB STOP</li> <li>○ GATE VALVE</li> <li>○ HYDRANT</li> <li>○ IRRIGATION VALVE</li> <li>○ POST INDICATOR VALVE</li> <li>○ SIGN</li> <li>○ SOIL BORING</li> </ul>	<ul style="list-style-type: none"> <li>WOE WALKOUT ELEVATION</li> <li>FFE FIRST FLOOR ELEVATION</li> <li>GFE GARAGE FLOOR ELEVATION</li> <li>TOF TOP OF FOUNDATION ELEV.</li> <li>LOE LOWEST OPENING ELEV.</li> <li>CONCRETE</li> <li>BITUMINOUS</li> <li>BUILDING SETBACK LINE</li> <li>CTV CABLE TV</li> <li>CONCRETE CURB</li> <li>CONTOUR EXISTING</li> <li>CONTOUR PROPOSED</li> <li>GUARD RAIL</li> <li>DT DRAIN TILE</li> <li>ELC ELECTRIC UNDERGROUND</li> <li>FENCE</li> <li>FO FIBER OPTIC UNDERGROUND</li> <li>GAS GAS UNDERGROUND</li> <li>OHU OVERHEAD UTILITY</li> <li>TREE LINE</li> <li>SS SANITARY SEWER</li> <li>SS STORM SEWER</li> <li>TEL TELEPHONE UNDERGROUND</li> <li>RETAINING WALL</li> <li>UTL UTILITY UNDERGROUND</li> <li>WATERMAIN</li> <li>TRAFFIC SIGNAL</li> <li>RAILROAD TRACKS</li> <li>RAILROAD SIGNAL</li> <li>RAILROAD SWITCH</li> <li>SATELLITE DISH</li> <li>WETLAND BUFFER SIGN</li> </ul>
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FIELD CREW	NO.	BY	DATE	REVISION
CL DM PH				
DRAWN				
EMV				
CHECKED				
DLS				
DATE				
1/18/2024				

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I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.  
Dated this 27th day of September, 2024.  
*Daniel L. Schmidt*  
Daniel L. Schmidt, PLS  
schmidt@sathre.com  
Minnesota License No. 26147



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WWW.SATHRE.COM

TWP:117-RGE,22-SEC.26  
Hennepin County  
**MINNETONKA, MINNESOTA**

**LOT SETBACK AND WIDTH SKETCH**  
PREPARED FOR:  
**PAUL & THOMAS LANG**

FILE NO.  
49391-001  
**1**  
1



**PROJECT: Preliminary Stormwater Design**

Project #: 49391-001

Location: 5038 Dominick Spur

Prepared for: Paul Lang

Prepared by: Sathre-Bergquist, Inc.  
1/30/2025

**Stormwater Summary**

Single family home is in Nine Mile Creek and will be subject to their stormwater requirements. The city requires retaining zp1.1" volume runoff from new and disturbed proposed impervious expansion.

Rain Garden Design: BMP is sized to treat runoff volume of 1.1" of rainfall over an estimate 9,000 sf of hard cover over the increase in hardscover from the existing. According to the USGS soils map the existing soils are Type A.

**Subject: Rate & Volume Control**

Proposed Hardcover Area =

Estimated Area of 2 House & Porches	6,000 SF
Estimated Driveway Area	3,000
Total Hardcover Area =	9,000 SF
Total Site Area =	114,154.00 SF
Percent Impervious =	7.9%

Abstraction Volume Required:

<b>Required Abstraction -</b>	1.1 inches =	0.083 ft	
Hardcover -		9,000 sf	
Abstraction Volume Required -		747 sf	x 0.092 ft = <b>68 cf</b>

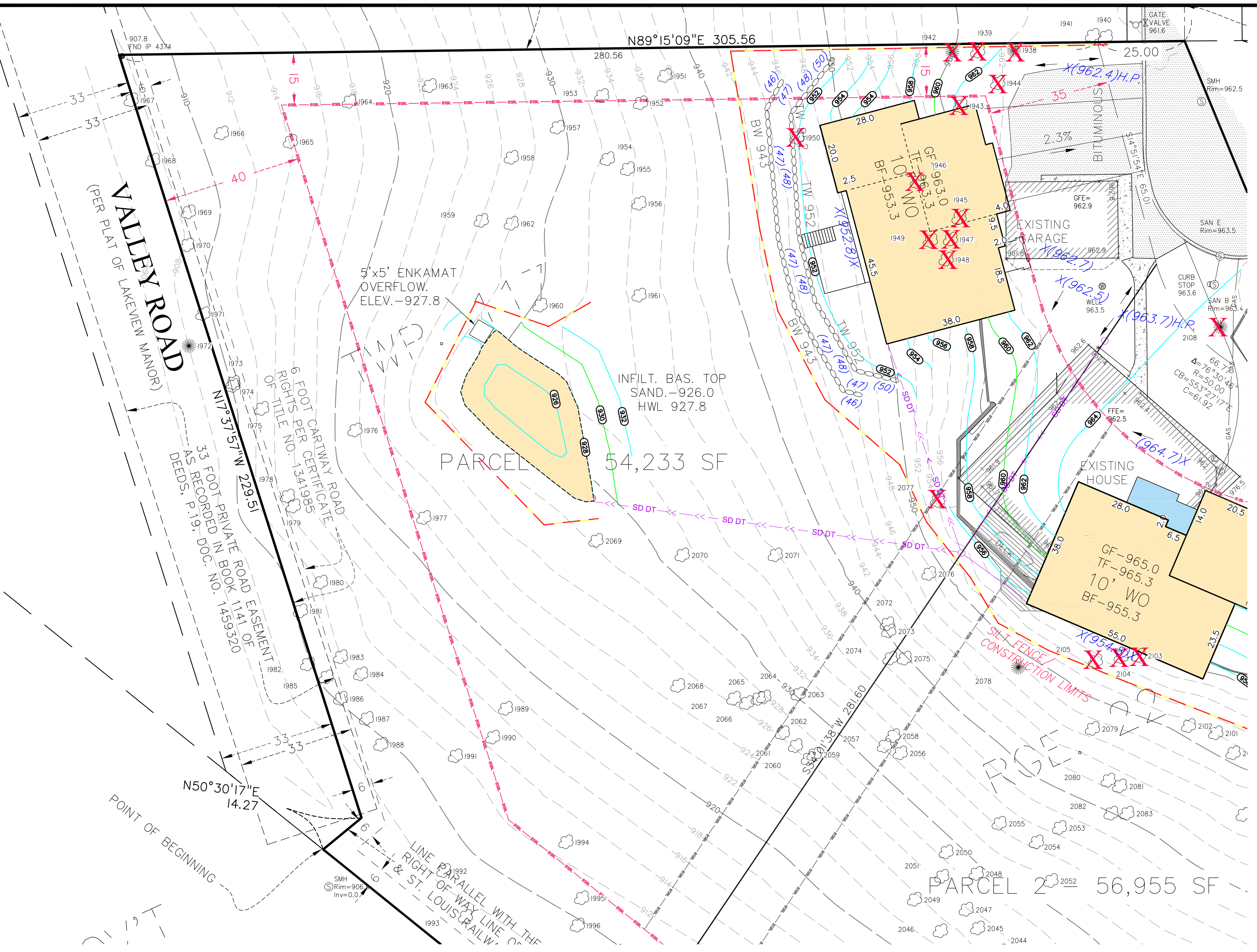
Based on Websoils Survey soils are typically Hydrologic group A (typical infiltration rate 2.0 in/hr)

Max depth (under drain tile) 48 hrs x 2 in/hr = 8 ft

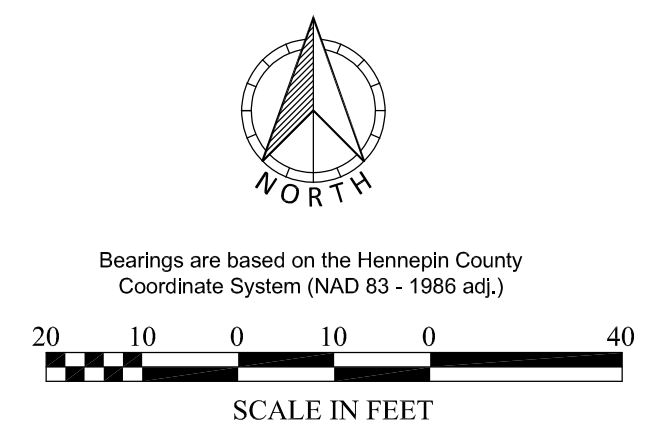
Rain Garden						
Elevation	926	Bottom	Area (sf)	Depth	Void(cf)	Storage
	927.8	TOP	320	1.8	100%	0.0
			900	1.8	100%	1098.0 CF

Abstraction Required 68 cf

Abstraction Provided 1098 cf



<b>Existing Hardcover</b>	<b>Estimate Proposed Hardcover</b>
Lot Area = 114,154 S.F.	Lot Area = 114,154 S.F.
House Area = 3,051 S.F.	House Area = 6,000 S.F.
Driveway Area = 1,372 S.F.	Driveway Area = 3,000 S.F.
Garage Area = 709 S.F.	Total Area = 9,000 S.F.
Concrete Area = 310 S.F.	Coverage = 7.89%
Deck Area = 446 S.F.	
Total Area = 5,888 S.F.	
Coverage = 5.16%	



Bearings are based on the Hennepin County Coordinate System (NAD 83 - 1986 adj.)

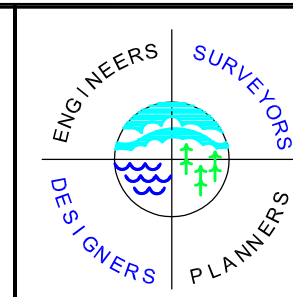
**SURVEY LEGEND**

● CAST IRON MONUMENT	⊙ PIEZOMETER	— WOE WALKOUT ELEVATION
○ IRON PIPE MONUMENT SET	⊖ POWER POLE	— FFE FIRST FLOOR ELEVATION
● DRILL HOLE FOUND	⊖ GUY WIRE	— GFE GARAGE FLOOR ELEVATION
⊖ ROOF DRAIN	⊖ LIFT STATION	— TOP OF FOUNDATION ELEV.
⊖ CHISELED "X" MONUMENT SET	⊖ SANITARY MANHOLE	— LOE LOWEST OPENING ELEV.
⊖ CHISELED "X" MONUMENT FOUND	⊖ SANITARY CLEANOUT	— CONCRETE
⊖ REBAR MONUMENT FOUND	⊖ STORM MANHOLE	— BITUMINOUS
⊖ PK NAIL MONUMENT SET	⊖ STORM DRAIN	— BUILDING SETBACK LINE
⊖ PK NAIL MONUMENT FOUND	⊖ CATCH BASIN	— CTV CABLE TV
⊖ SURVEY CONTROL POINT	⊖ FLARED END SECTION	— CONCRETE CURB
⊖ A/C UNIT	⊖ TREE CONIFEROUS	— CONTOUR EXISTING
⊖ CABLE TV PEDESTAL	⊖ TREE DECIDUOUS	— CONTOUR PROPOSED
⊖ ELECTRIC TRANSFORMER	⊖ TREE CONIFEROUS REMOVED	— GUARD RAIL
⊖ ELECTRIC MANHOLE	⊖ TREE DECIDUOUS REMOVED	— DT DRAIN TILE
⊖ ELECTRIC METER	⊖ TELEPHONE MANHOLE	— ELC ELECTRIC UNDERGROUND
⊖ ELECTRIC OUTLET	⊖ TELEPHONE PEDESTAL	— FENCE
⊖ YARD LIGHT	⊖ UTILITY MANHOLE	— FO FIBER OPTIC UNDERGROUND
⊖ LIGHT POLE	⊖ UTILITY PEDESTAL	— GAS UNDERGROUND
⊖ FIBER OPTIC MANHOLE	⊖ UTILITY VAULT	— OHU OVERHEAD UTILITY
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⊖ FUEL PUMP	⊖ WATER SPIGOT	— STORM SEWER
⊖ PROPANE TANK	⊖ WELL	— TEL TELEPHONE UNDERGROUND
⊖ GAS METER	⊖ MONITORING WELL	— UTILITY UNDERGROUND
⊖ GAS MANHOLE	⊖ CURB STOP	— I WATERMAIN
⊖ GENERATOR	⊖ GATE VALVE	— TRAFFIC SIGNAL
⊖ GUARD POST	⊖ HYDRANT	— RAILROAD TRACKS
⊖ HAND HOLE	⊖ IRRIGATION VALVE	— RAILROAD SIGNAL
⊖ MAIL BOX	⊖ POST INDICATOR VALVE	— RAILROAD SWITCH
	⊖ SIGN	— SATELLITE DISH
	⊖ SOIL BORING	— WETLAND BUFFER SIGN

FIELD CREW	NO.	BY	DATE	REVISION
CL DM PH	1	DLS	12/6/2024	ADDED SILT FENCE/CONSTRUCTION LIMITS
DRAWN	2	EJ	1/13/2025	GRADING PLAN
EMV				
CHECKED				
DLS				
DATE				
1/18/2024				

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Dated this 27th day of September, 2024.  
*Daniel L. Schmidt*  
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Minnesota License No. 26147



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PLYMOUTH MN 55447 (952) 476-6000  
WWW.SATHRE.COM

TWP:117-RGE,22-SEC.26  
Hennepin County  
**MINNETONKA, MINNESOTA**

**RAIN GARDEN DESIGN**  
PREPARED FOR:  
**PAUL & THOMAS LANG**

FILE NO.  
49391-001  
**1**  
1

**Before**



**After**







Hello,

We are in the process of applying for a subdivision of the property at 5038 Dominick Spur, 2.6 acres into 2 lots rather than one. We are also applying for 2 variances, one is the setback. As we stated in the Practical Difficulties worksheet our proposed setback is greater than the current home and garage and is actually an improvement over the current home, which has now been torn down.

Our proposed setback also equals the setback of the adjoining property to the North. All things being equal we believe the setback variance should be approved. Attached with our subdivision application is a concept image showing the approximation of the 2 new homes.

The other Variance needed is the steep grade. The property is 2.6 acres and the "steep grade" area only affects a very, very small area of the 2.6 acres.

Cutting through the steep grade area by removing soil and other materials to establish the necessary depth and stability required for home footings, basement, etc. for a 2 story walkout. There will be no adverse affect to the area or the property in affecting a small area of "steep grade". We are not asking to carve out a large area or change the overall look and feel of the existing property. Very unlikely this excavation in the steep grade would affect the surrounding land or property as there will be well over a full acre of our land surrounding the two proposed home builds.

There are other examples of homes built nearby, actually on Dominick road that shows steep grade areas that got approval equal to or perhaps more than what we are asking. See attached image of the home at 5522 Dominick, that home is adjacent to a small portion of Shady Oak Lake. We can understand steep grade concerns when it could affect sensitive areas like a lake but even they got approval.

We are hoping the city will see our request is reasonable and hope to get the variance approved.

Sincerely,  
Paul Lang



**From:** [REDACTED]  
**To:** [Drew Ingvalson](#)  
**Subject:** Re: Proposed subdivision of the Lang Residence property - comments for planning committee  
**Date:** Sunday, March 2, 2025 3:38:04 PM

---

Dear Members of the Planning Commission,

We, the neighbors of 5038 Dominick Spur, respectfully oppose the proposed subdivision of the Lang Residence property. Our concerns are as follows:

1. **Lack of Specifications:** The project overview does not provide details about the size and footprint of the houses that could be built. This lack of clarity raises questions about the scale and impact of the development.
2. **Encroachment and Variances:** The request for two variances appears to encroach on neighboring properties. Given the steep hills on the current property, how will this be managed without adversely affecting adjacent homeowners?
3. **Environmental Impact:** How many established trees would need to be removed to accommodate the new construction? Are there Minnesota Department of Natural Resources (MN DNR) regulations in place to mitigate the environmental impact?
4. **Watershed Analysis:** What is the watershed district's analysis regarding runoff to the wetlands at the bottom of the property? This is a critical concern for preserving the local ecosystem.
5. **Parking and Traffic:** The cul-de-sac already faces challenges with on-street parking. How will the project address additional parking needs and increased traffic from city maintenance and snow removal services? Garbage trucks, for instance, already struggle to maneuver in this area.

We urge the Planning Commission to consider these points carefully before making a decision. Thank you for your attention to this matter.

Sincerely,

Holly Evans  
5031 Dominick Spur, Minnetonka MN

**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.

**From:** [Patty St Pierre](#)  
**To:** [Drew Ingvalson](#)  
**Cc:** [Sam St.Pierre](#); [Holly Hubing](#)  
**Subject:** 5038 Dominick Spur  
**Date:** Tuesday, March 4, 2025 6:36:19 PM

---

Drew Ingvalson

Members of the Planning Commission,

My name is Patty StPierre. My husband and I live at 5047 Dominick Spur, Minnetonka,,MN 55343 My phone number is [REDACTED]. Our family has lived on this property since the 1960's. I am writing to you with my concerns of the current plan for the Elizabeth and Paul Lang property at 5038 Dominick Spur, Minnetonka, MN, 55343.

When asked for our support in splitting their property into two lots I didn't have an objection. That was before there were any plans to look at. The property is 2.6 acres, but most of that land is unbuildable. Our property is east of their property and some of our property is also unbuildable. So I thought they would build two smaller homes on the property.

After reviewing the information we received these are comments.

The site plan doesn't provide any details about the size and footprint of the houses that could be built. The houses it does show are being built on the steep slopes. It shows very large retaining walls that would need to be built by the future home owner.

The package provided to the city shows the need for two Variances: the 1st variance is for set backs. It says the new set back is greater than the current set back. If that is the case why do they need a variance?

The 2nd variance relates to the steep grade. The letter says "the steep grade area only affects a very, very small area of the 2.6 acres. That may be true. But you can't build on land that is unbuildable. It goes on to say "cutting through the steep grade area by removing soil and materials to establish the necessary depth and stability required for home footings, basement, etc. for a two story walk out. There will be no adverse affect to the area or the property in affecting a small area of steep grade." That statement doesn't make any sense. How will they add land to their property.

My overall concerns come down to three questions.

1. What is the maximum size of the house allowed on each lot?
2. Why is a variance necessary if the setback is greater than the previous setback?
3. What is the environmental impact the changes would create?

This property is adjacent to 44 acres of wet lands. Our property is adjacent to the Lang property. We love where we live and plan on living here for rest of my life. We love our

neighbors and our community.

We are in Arizona for the winter so I can not attend the meetings I will plan on joining via the participate in city meetings.

We urge the Planning Commission to consider these points carefully before making a decision. Thank you for your attention to this matter.

Thank you for time

Patty StPierre

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**To:** Planning Commission  
**From:** Susan Thomas, AICP, City Planner  
**Date:** March 13, 2025  
**Subject:** Addenda for the March 13, 2025 Planning Commission meeting

---

**Item 8A: Preliminary plat for a two-lot subdivision, with variances, at 5038 Dominick Spur**

A comment from the Minnesota Department of Natural Resources was received after publication of the staff report. See attached for the comment.

**From:** [Scollan, Daniel \(DNR\)](#)  
**To:** [Drew Ingvanson](#)  
**Cc:** [MN\\_DNR\\_NorthMetroAreaHydro](#)  
**Subject:** RE: Mtka Planning Project at 5835 Louis Ave  
**Date:** Wednesday, March 12, 2025 11:24:13 AM  
**Attachments:** [image003.png](#)  
[image004.png](#)  
[image008.png](#)  
[image009.png](#)  
[image011.png](#)  
[image005.png](#)  
[image006.png](#)

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Hello Drew,

Yes, I confirmed that we received the notice for 5038 Dominick Spur. I reviewed your staff report. Staff's recommendation to deny the variance requests appears to be consistent with the intent of the shoreland ordinance to protect sensitive bluff areas.

Best Regards,

**Dan Scollan**

East Metro Area Hydrologist – Ramsey and Washington Counties  
Division of Ecological and Water Resources

**Minnesota Department of Natural Resources**

1200 Warner Road

St. Paul, MN 55106

Phone: 651-259-5732

Fax: 651-772-7977

Email: [daniel.scollan@state.mn.us](mailto:daniel.scollan@state.mn.us)

[mndnr.gov](http://mndnr.gov)

 **DEPARTMENT OF  
NATURAL RESOURCES**



**Applicant Presentation Slides**  
**Planning Commission Meeting**  
**March 13, 2025**

5349 Dominick Drive



5341 Dominick Drive



5524 Dominick Drive



5353 Dominick Drive



Villas at Oak Cov  
5734-5754  
Shady Oak Road



Checka Home-Adjacent Neighbor To The North



*Waterman moved, second by Henry, to approve the items listed on the consent agenda as recommended in the respective staff reports as follows:*

**A. Variances and expansion permits for additions at 17310 Co Rd 101.**

Adopt the resolution approving items concerning the Johnson residence at 17310 Co Rd 101.

**B. Conditional use permit for Southwest Eye Clinic at 12983 Ridgedale Drive.**

Recommend that the city council adopt the resolution approving a conditional use permit for Southwest Eye Care at 12983 Ridgedale Drive.

**C. Interim use permit and variance for the relocation of an existing garden market at 17501 Hwy 7.**

Recommend that the city council adopt the resolution approving an interim use permit and variance for Untiedt's Garden Center at 17501 Hwy 7.

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

**8. Public Hearings**

**A. Preliminary plat and variances for a two-lot subdivision at 5038 Dominick Spur.**

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

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

Ingvalson noted that the applicant provided staff at the meeting with a list of properties the applicant feels are similar to the proposed site. All of those properties either met all ordinance requirements or do not have a similar bluff.

Banks confirmed with Ingvalson that both proposed lots would need all of the variances listed.

Paul Lang, 5038 Dominick Spur, applicant, stated that:

- His family has owned the property since 1965.
- The proposed front-yard setback would match the neighbor's front-yard setback.
- He did not want to do anything to upset the neighbors.
- The footprint of the proposed house would line up with the house on the north side.

- The city engineers do not like the proposed drainage pond. It could be done differently.
- He was hoping to get approval for the subdivision.
- He appreciates the commissioners' time.
- He provided examples of other residential properties that he felt were similar to the proposal.

In response to Minion's question, Dan Schmidt of Sathre-Bergquist, representing the applicant, explained that the blue line represents the edge of the grading limits. Mr. Schmidt explained that a final balance calculation had not been done. Some earth would be cut from the east lot and used as fill for the west lot. He did not know if that would be enough fill. The basements would have walkouts. The stormwater pond could be replaced by a rain garden.

Hanson stated that he has always liked the proposed property. He asked if moving the house forward had been considered. Mr. Lang stated that had been considered, but that would require a front-yard setback variance.

Mr. Lang stated that the proposal seemed reasonable to him when he was standing on the property. He invited everyone to visit the site.

The public hearing was opened.

Holly Evans, 5031 Dominick Spur, stated that:

- She was concerned with the size of the proposed houses.
- She was concerned with not having enough parking in the cul-de-sac.
- She would like to be able to visualize the proposed houses on the site.
- She was concerned with an increase in traffic and visitor parking.
- She asked how the fill would reach where it would need to go on the site.
- She asked how tall the retaining walls would be and if there would be access from the lower elevation side.
- She was concerned with where snow would be stored.

Jeff Ables, 5016 Dominick Spur, stated that:

- He was concerned with the bluff area.
- The bluff on the property behind his house has hoses to control water runoff because the drain tile was not installed properly. He hopes the city would inspect the proposed site to make sure all stormwater drainage requirements would be done correctly.
- He was concerned with visitors parking on the small street, but he was sure the driveway would accommodate the residence's own vehicles.
- The property is a nice area.

Donna Getsinger, 5039 Dominick Spur, stated that:

- The north lot would be very narrow and the hill is really steep.
- The existing houses do not look very stable.
- She was concerned with building on the hill.
- The cul-de-sac is very small. Garbage trucks have trouble turning around, and they drive on her property.
- She would love to have new neighbors there, but she was concerned about having two houses on the site.

Mr. Schmidt answered the questions:

- Fill would be carried in by dump trucks. A traffic control plan could be created to minimize disturbance, get it done quickly and require the street to be cleaned when done.
- Two retaining walls would be four feet in height with a four foot bench in between them. He assumed the retaining walls would be constructed first and then the houses.

Mr. Lang stated that:

- There would be no access to the retaining walls from below. There is a walking trail at the bottom of the property out to Dominick Road and Shady Oak Lake.
- The proposed houses would be approximately 3,500 square feet in size and built for quality.
- The proposal's construction would be compact, and drainage would only impact their property.
- Parking has always been the same on Dominick. One proposed house would have a long driveway, and the other driveway would be similar to what existing houses have.

No additional testimony was submitted, and the hearing was closed.

In response to Brink's question, Ingvalson explained more about how the proposal would be inconsistent with the intent of zoning ordinances for a single-family residential lot and confirmed that the majority of residences in the area do meet ordinance requirements.

Hanson stated that:

- He appreciated the applicant's presentation and the neighbors sharing their comments.
- He struggled with making a decision for this application.
- He understands that ordinances allow the property owner to replace the house that was taken down on the site.
- There are ordinance restrictions for a site with a bluff.

- The proposed subdivision of the property would need variances and create nonconformance to ordinances that apply to residential, single-family lots.
- Building one house on the entire property would impact the bluff.
- He predicts the applicant would submit a plan for one house on the property if this application would not be approved.
- This proposal may not be the right plan, but he noted that there is a housing shortage and those working on updating the zoning ordinance have been talking about decreasing the front-yard setback requirement for a single-family residence.
- He appreciates staff's recommendation adhering to current ordinance requirements and the desire to maintain the setback and protect the bluff.
- A major factor in his decision would be the difference in bluff erosion caused by two houses instead of one house.

Waterman stated that:

- He walked the beautiful property.
- He understood the desire to subdivide since the property is so large and would be able to accommodate two houses if the only factor would be the size of the property.
- Much of the site is unbuildable because of the steep slopes and bluff impact.
- The proposal subdividing the property into two lots would not significantly alter the character of the neighborhood.
- The house would be a little further setback from the street which would be nice, but pulling it closer to the street would not be too detrimental.
- He struggled with making a decision.
- The houses would be reasonable in size.
- He agrees with staff's recommendation to deny the proposal due to the sheer number of variances. The number of variances indicates that the property is not well suited for subdivision.
- He has seen variance requests to the buildable area for subdivisions that were very close to meeting the requirement. This proposal is not even close.
- There is no practical difficulty to justify the variances.
- He does not want to set a precedent to allow this many variances for a subdivision.
- He could find no justification to approve all of the variances.
- He supports staff's recommendation to deny the application.

Banks stated that:

- He appreciated the applicant's presentation and hearing from the neighbors.
- He saw both sides.

- He could not justify approving so many variances for the addition of one house.
- Having two houses on the property would cause the need for more fill and many more accommodations than one house.
- Doubling the traffic for a single-family residence is not a big deal.
- He did not see one single-family house as a reasonable justification to approve so many large variances that both lots would need.
- He supports staff's recommendation to deny the proposal.
- He hopes the applicant builds at least one house as beautiful as the one that was torn down.

Minion stated that:

- He appreciated the applicant's presentation and neighbors speaking at the public hearing. It helped him understand the proposal better.
- The current ordinances are the ones being applied to this application.
- He is excited to see the property have a house again.
- It is easy for him to agree with staff's recommendation. There are too many things wrong with the proposed lots.
- There is a great opportunity here. He is excited to see what the applicant may propose next.

Henry stated that:

- He appreciated the neighbors' comments given in person and in writing.
- The proposal would be too much. The variances would be egregious. One of the proposed lots would have zero square feet of buildable area.
- The best way to minimize erosion and prevent drainage issues would be to follow ordinance requirements.
- He agrees that the city needs additional housing stock. The city is doing a good job of identifying areas to increase density. This property is not suitable for more than one single-family residence.
- He supports staff's recommendation to deny the application.

Maxwell stated that:

- She found Hanson's comment interesting that noted that the intent of the ordinance is to protect the bluff; but one house would be allowed to be built in the bluff anyway; so, then, he questioned if it would be reasonable to allow two houses.
- She noted that two tiny houses each with a one-stall garage might be able to fit in the buildable area.
- The lot-width at setback requirement would align with what was there previously, so that was not a big concern.
- The front-yard setback was not a big concern.

- She was concerned with the variance to the bluff-impact zone. If there would be a way to mitigate the impact to the bluff-impact zone while increasing the density, then she would consider that proposal.

***Waterman moved, second by Minion, to recommend that the city council adopt the resolution denying the preliminary plat and variances request for the Lang Subdivision at 5038 Dominick Spur.***

***Waterman, Banks, Brink, Hanson, Henry, Minion and Maxwell voted yes. Motion carried.***

Chair Maxwell stated that the city council is scheduled to review this item at its April 7, 2025 meeting.

**9. Other Business**

**10. Adjournment**

***Hanson moved, second by Banks, to adjourn the meeting at 7:30 p.m. Motion carried unanimously.***

By: \_\_\_\_\_  
Lois T. Mason  
Planning Secretary

**Resolution No. 2025-**

**Resolution denying the preliminary plat of a two-lot subdivision with variances  
at 5038 Dominick Spur**

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

Section 1. Background.

1.01 The applicants, Elizabeth and Paul Lang, are requesting preliminary plat approval for a two-lot subdivision with variances.

1.02 The subject property is located at 5038 Dominick Spur. It is legally described in Exhibit A.

Torrens Certificate Number: 1341985

1.03 On March 13, 2025, the planning commission held a hearing on the proposed plat. The applicant was provided the opportunity to present information to the commission. The commission considered all of the comments received and the staff report, which are incorporated by reference into this resolution. The commission recommended that the city council [to be filled in after commission action] preliminary plat with variances.

Section 2. Standards.

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

2.02 City Code §400.030 Subd. 6 outlines lot dimension requirements. Both new lots require multiple variances from the lot dimension requirements.

Zoning	Lot Area	Lot Width		Lot Depth	Buildable Area	
		at Setback	at ROW		Size	Dimensions
<b>R-1</b>	22,000 sq. ft.	110 ft.	65 ft. at cul-de-sac bulb	125 ft.	3,500 sq. ft.	minimum four sides and 40 ft per side
<b>Lot 1</b>	54,233 sq. ft.	104 ft.*	65.01 ft.	294 ft.	0 sq. ft.*	Does not Meet*
<b>Lot 2</b>	56,955 sq. ft.	102 ft.*	66.77 ft.	280 ft.	948 sq. ft.*	Does Not Meet*

\*variance required

2.03 City Code §300.025 outlines development standards for properties within the

shoreland overlay district. These standards are incorporated by reference into this resolution.

- 2.04 City Code 300.25 Subd.7(m) outlines standards for construction near shoreland bluffs. Both of the new lots would require variances to the shoreland bluff standards.
1. Setback from Bluffs Exceeding 30-percent grade: Structures are required to be set back at least 30 feet from bluffs with grades exceeding 30 percent. The proposal has both homes encroaching into this setback.
  2. Bluff Impact Zone: Homes are not permitted within the bluff impact zone; however, the application is proposing locating both homes within it. A variance is required for the location of a home within the bluff impact zone.
- 2.05 By City Code §400.005, a variance may be granted from requirements of the subdivision standards when the applicant meets the burden of proving that:
1. The proposed variance is a reasonable use of the property, considering such things as:
    - a) functional and aesthetic justifications for the variance; and
    - b) improvement to the appearance and stability of the property and neighborhood.
  2. The circumstances justifying the variance are unique to the property, are not caused by the landowner, are not solely for the landowner's convenience, and are not solely because of economic considerations; and
  3. The variance would not adversely affect or alter the essential character of the neighborhood.
- 2.06 By City Code §300.07 Subd. 1, a variance may be granted from the requirements of the zoning ordinance when: (1) the variance is in harmony with the general purposes and intent of this ordinance; (2) when the variance is consistent with the comprehensive plan; and (3) when the applicant establishes that there are practical difficulties in complying with the ordinance. Practical difficulties means: (1) The proposed use is reasonable; (2) the need for a variance is caused by circumstances unique to the property, not created by the property owner, and not solely based on economic considerations; and (3) the proposed use would not alter the essential character of the surrounding area.
- Section 3. Findings.
- 3.01 Lot dimension variances. The requested lot dimension variances do not meet the

variance standard as outlined in City Code §400.005:

1. Reasonable Use: The request for variances to intensify the use of the property is not reasonable. The existing property does not meet buildable area and buildable area dimensions as required under the subdivision ordinance. The proposal would create an additional lot that is even further substandard.
  - a) Lot Width at Setback: The existing property complies with the standard. It is only the proposed subdivision that creates a non-conformity. The property owner currently has a reasonable use of the property; one single-household dwelling could be constructed on the existing lot. As such, there is no practical difficulty with complying with city code.
  - b) Buildable Area: Proposed Lot 1 would not have any buildable area and Lot 2 would only have 948 square feet of buildable area; both are unreasonable reductions from the city code requirement of 3,500 sq. ft.
  - c) Buildable Area Dimension: Both of the proposed properties would have non-conforming lot area dimensions. It would be challenging to locate a reasonably sized home with the proposed buildable dimensions.
2. Circumstances Unique to the Property: The variances are created by the property owner and are not caused by circumstances unique to the property.
  - a) Lot Width at Setback: The existing property complies with the standard. It is only the proposed subdivision that creates substandard lot dimensions. The property owner currently has a reasonable use of the property; one single-household dwelling could be constructed on the existing lot. As such, there is no practical difficulty with complying with city code.
  - b) Buildable Area Size and Dimensions: Although the subject lot is large, a significant portion of its total area is not developable due to its steep topography. This topography is not a circumstance that justifies further intensification of development on this lot.
3. Essential Character of the Surrounding Area: The requested variances would not be consistent with the neighborhood character
  - a) Lot width at setback: Of the properties with frontage on Dominick Spur (including the subject property), six out of the ten properties have non-conforming frontage. However, when considering properties within 400 feet – generally considered the

neighborhood during city review – only seven of the 21 properties have non-conforming width at the front yard setback.

- b) **Buildable Area Size:** The proposal includes properties with 0 square feet and 948 square feet of buildable area. Based on aerial photography and topography, of the nine other properties on Dominick Spur:
  - 1) Only one property does not meet the buildable area requirement; and
  - 2) All properties have more than 1,000 square feet of buildable area.
- c) **Buildable Area Dimensions:** Based on aerial topography and photography, of the nine other properties on Dominick Spur, only three properties do not have buildable area dimensions that meet city code.

3.02 **Shoreland Overlay District Variances:** The proposed home locations would not meet two shoreland overlay district requirements: setback from bluffs exceeding 30-percent grade and structures located within the bluff impact zone. These requests do not meet the minimum variance standards outlined in City Code §300.07 Subd. 1.

- 1. **Intent of the Ordinance:** The intent of the ordinance is to recognize, preserve, protect, and enhance the environmental, recreational, and hydrologic resources and functions of the city's lakes and tributary creeks by regulating the use of both the public waters and the adjacent land. The development regulations that limit impacts to bluffs are intended to protect sensitive areas from potentially harmful drainage or erosion. The proposal is not consistent with the intent of this ordinance, as it would involve considerable site impacts to the most sensitive bluffs on the site.
- 2. **Consistent with the Comprehensive Plan:** Chapter 7 of the Comprehensive Plan (Resiliency) notes that “an increase in loss of vegetation also leads to more soil erosion, especially on steep slopes.” The proposed development would remove trees and vegetation within a very steep bluff that drains to Minnetoga Lake. The proposed development would disturb sensitive bluffs near vital waterbodies. As such, the proposal is not consistent with the city's comprehensive plan.
- 3. **Practical Difficulties:** There are no practical difficulties associated with complying with the city's shoreland overlay ordinance.
  - a) **Reasonable Use:** The property owner currently has reasonable use of the property; one single-household dwelling could be built on the existing lot. The applicant's request to construct a second

home completely within the bluff impact zone and setback from areas with grades exceeding 30 percent, is unreasonable.

- b) Circumstances Unique to the Property: While the steep topography on the site is unique, the circumstance for the variances are caused by the property owners' desire to increase development on the property.
- c) Essential Character of the Surrounding Area: Due to the age of the homes on Dominic Spur (built in the 1960s) and lack of survey information, the city is unable to specifically determine if homes were built within the bluff impact zone or 30-percent grade setback. However, based on aerial photography and available topographic data, the majority of homes on Dominick Spur appear to be located in areas with less than 20 percent grade. As such, the proposed homes' locations, situated within the bluff impact zone and bluff setbacks, would not be consistent with those in the surrounding area.

Section 4. Council Action.

- 4.01 The above-described preliminary plat with variances is hereby denied based on the findings outlined in sections 3.01 and 3.02 of this resolution.

Adopted by the City Council of the City of Minnetonka, Minnesota, on April 7, 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 duly authorized meeting held on April 7, 2025.

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Becky Koosman, City Clerk

**Exhibit A**

That part of Government Lot 2, Section 26, Township 117, Range 22 described as commencing at the Northwest corner of said Government Lot 2; thence East along the North line thereof 242.83 feet; thence Southeasterly deflecting to the right 39 degrees 37 minutes, on a straight line to a point thereon 359 feet Northwesterly from its intersection with the Northwesterly right-of-way line of the Minneapolis & St. Louis Railway Company, which point is the actual point of beginning and which said point is marked by a Judicial Landmark; thence Southeasterly along said above described line 359 feet to said Northwesterly right-of-way line which point is marked by a Judicial Landmark; thence Northeasterly along said Northwesterly right-of-way line to the Westerly line of Registered Land Survey No. 858, Files of the Registrar of Titles which point is marked by a Judicial Landmark; thence Northerly along the Westerly line of said Registered Land Survey No. 858 to a point on the extension South of the West line of Government Lot 3 in said Section 26, distant 450 feet South from the Southwest corner of said Government Lot 3; thence West parallel with the North line of said Government Lot 2 a distance of 305.53 feet; thence Southeasterly along a line which if extended Northwesterly would intersect the North line of said Government Lot 2 at a point 445 feet West from the Southwest corner of said Government Lot 3, to an intersection with a line drawn Northeasterly and parallel with said Northwesterly right-of-way line from the actual point of beginning; hence Southwesterly to the actual point of beginning.

Subject to a cartway or road rights over the West 6 feet as measured at right angles to the West line of the land herein;

Subject to an easement for private roadway purposes over that part of the above described land lying within a strip of land 33 feet wide, the Westerly boundary of which is a line parallel to and 33 feet Westerly measured at right angles from the following described Easterly boundary line: BegmDing at a point in the South line of the North 667.1 feet of Government Lot 2, Section 26 Township 117 Range 22, which point is 1092.6 feet East of the West line of said Section 26; thence Northwesterly 697.5 feet to a point in the South line of the West half of the Northwest Quarter, said Section 26, distant 445 feet West of the Southeast corner of the West half of the Northwest Quarter of said Section 26, which easement was created by the instrument recorded in Book 1141 of Deeds, page 19, Doc. No. 1459320;

Subject to the effect of an ordinance of the City of Minnetonka regulating the platting and subdividing of land a certified copy of which ordinance is recorded in Book 889 of Miscellaneous Records, page 409, Doc. No. 3290302; as amended by the ordinance recorded in Book 892 of Miscellaneous Records, page 8, Doc. No. 3294687;

**City Council  
Agenda Item 14.B  
Meeting of April 7, 2025**



**Title:** Purchase agreement for 12620 Minnetonka Blvd

**Report from:** Darin Nelson, Finance Director  
Julie Wischnack, FAICP, Community Development Director

**Submitted Through:** Kelly O'Dea, Recreation Director  
Will Manchester, Public Works Director  
Erik Nilsson, City Attorney  
Mike Funk, City Manager

**Presenter:** Julie Wischnack, FAICP, Community Development Director

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**Action Requested:** Motion

**Form of Action:** Contract/Agreement

**Votes needed:** 4 votes

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**Summary Statement**

The city has an opportunity to acquire land along Minnehaha Creek, utilizing Community Investment Funds (CIF) that have been reserved since 2009 for Minnehaha Creek corridor improvements.

**Recommended Action**

Motion to adopt the resolution to purchase the property at 12620 Minnetonka Blvd.

**Strategic Plan Relatability**

Sustainability, Resilience & Natural Environment

If acquired, the real property meets the desired outcome to protect, manage and enhance the natural environment.

**Financial Consideration**

Yes

Yes - \$950,000. The city has Community Investment Fund (CIF) funds available to acquire real property in the Upper Minnehaha Creek corridor.

**Background**

City staff were approached about a potential opportunity to acquire a parcel of land located along Minnehaha Creek. The city would purchase the property from Joshua Wert, who has a purchase agreement with the current owners of the property, the Anderson Family Trust. The City of Minnetonka would purchase the property for \$950,000. The land would be purchased to expand open space or park use adjacent to other city-owned properties.

The city council met in a closed session on March 3, 2025, to discuss this possible land acquisition along Minnehaha Creek. The attached purchase agreement is consistent with the direction provided by council at that meeting. This purchase aligns with the current strategic plan for enhancing the city's natural environment and the long-standing Minnehaha Creek visioning plan.

### **History of improvements and acquisitions along the creek**

An Upper Minnehaha Creek Corridor visioning plan, developed in 2006, focused on the integration of the creek's environmental, recreational, historical and economic resources. The city then partnered with the Minnehaha Creek Watershed District (MCWD), Three Rivers Park District, Hennepin County, Minneapolis Park Board and the cities of Hopkins, Edina, and St. Louis Park to discuss creek projects of joint interest.

In 2010, the city and MCWD formed a steering committee to explore the potential for a joint facility to include public amenities and the district's headquarters on city-owned property. Discussions ended in 2012 when the MCWD selected a different location for their headquarters.

Other projects included improvements to the canoe landings along the creek and the development of the Minnetonka Mills Park. Constructed in 2011 and 2012, the park project includes trails and boardwalks, bridges across the creek, park entrance features, and a botanical garden west of the historic house site and along the creek.

At the time, potential future projects included:

- Continued land acquisition along the corridor
- Construction of additional trails and boardwalks throughout the corridor
- I-494/Minnetonka Blvd gateway improvements
- Addition of a community play lot in the recreation core

Funding for these improvements was anticipated to be through the Community Investment Fund (CIF), which first requires two public hearings prior to expenditures. The first public hearing was held on June 22, 2009, followed by the second on Aug. 3, 2009. Within those public hearings, \$1 million was dedicated to the above-mentioned future projects. To date, \$6,222.81 has been spent on various land acquisition costs, such as appraisals and attorney fees, leaving a remaining balance of \$993,777.19 for Minnehaha Creek Corridor improvements. This amount continues to be carried forward within the 2025-2029 Capital Improvement Program (CIP).

As long as the use of the CIF is less than or equal to the available balance previously authorized, an additional public hearing is not needed.

### **ATTACHMENTS:**

[Resolution](#)

[Purchase Agreement](#)

**Resolution No. 2025-**

**Resolution authorizing purchase of property at 12620 Minnetonka Blvd**

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

Section 1. Background.

- 1.01. The owner of the property at 12620 Minnetonka Blvd is the Anderson Family Trust.
- 1.02. The Anderson Family Trust executed a purchase agreement with Joshua Wert on Dec. 16, 2024.
- 1.03. The City of Minnetonka would purchase the property from Joshua Wert.
- 1.04. Based upon information the city has received, city staff negotiated a purchase agreement for the purchase of the property.

Section 2. Council Action.

- 2.01. The city council finds that the purchase of the Property in the public interest.
- 2.02. The city council approves the purchase of the Properties in accordance with the purchase agreement presented to council. The city manager and city attorney are authorized to approve non-material changes and amendments to the purchase agreement, including amendments to extend time deadlines.
- 2.03. The mayor and city manager are authorized to execute the purchase agreement, any amendments authorized by this resolution, and all documents necessary to implement the provisions of the purchase agreement.
- 2.04. Community Investment Funds designated for acquisition of Minnehaha Creek properties will be used in this transaction.

Adopted by the City Council of the City of Minnetonka, Minnesota, on April 7, 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 April 7, 2025.

---

Becky Koosman, City Clerk

## PURCHASE AGREEMENT

This Agreement is made as of \_\_\_\_\_, 2025 by and between JOSHUA WERT, a single person ("Seller") and CITY OF MINNETONKA, a Minnesota municipal corporation ("Buyer").

### Recitals

A. Seller is the fee owner of certain real property located at 12620 Minnetonka Boulevard in the City of Minnetonka, County of Hennepin, State of Minnesota, legally described as follows:

Registered Land Survey No. 0530, TRACT B

(the "Property").

B. The Property is improved with a single family residential structure that was constructed in 1942 and a detached accessory structure constructed in 1996.

C. Buyer desires to purchase and Seller desires to sell the Property upon the terms and conditions set forth in this Agreement.

### Agreement

1. **Offer/Acceptance.** In consideration of the mutual agreements contained in this Agreement, Buyer offers to purchase and Seller agrees to sell fee simple title to the Property, according to the terms of this Agreement, including all fixtures and no personal property.

2. **Property Included.** The Property is improved with a single family residential structure and a detached accessory structure. Any of the following items of personal property and fixtures owned by Seller that are located on the Property as of the date of closing are included in this sale: garden bulbs, plants, shrubs, trees, sheds, storm sash, storm doors, screens, window shades, blinds, curtain traverse drapery rods, valances, drapes, curtains, window coverings and treatments; towel rods; attached lighting fixtures with bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softener; water treatment system; water heating systems; heating systems; radon mitigation system; sump pump; TV antenna/cable TV jacks and wiring; carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, door and heatilators; BUILT-INS: dishwashers, refrigerators, trash compactors, ovens, cook-top stoves, microwave ovens, hood fans, shelving, work benches, intercoms, speakers, air conditioning equipment, electronic air filter, humidifier/dehumidifier, liquid fuel tanks (and controls), security system equipment, TV satellite dish, and the following personal property: clothes washers, clothes dryers, stoves, refrigerators and freezers.

3. **Purchase Price; Property Included.** The total purchase price ("Purchase Price") for the Property shall be the sum of the price paid by Seller to acquire the Property, shown as the total purchase price on the Seller's Certificate of Real Estate Value, plus \$50,000. The Purchase Price, under any circumstances, shall not exceed \$950,000. The Buyer agrees to pay the Purchase Price at closing by wire delivery of funds through the Federal Reserve System to an account

designated in writing by Seller. There is no earnest money for this Agreement; the consideration for this Agreement is the mutual agreements made in this Agreement.

**4. Contingencies:**

a. DUE DILIGENCE. This Agreement is contingent upon Buyer's satisfaction with the results of its investigations as provided at section 5 below. This contingency is solely for Buyer's benefit and may be waived only by Buyer's written notice of waiver.

b. MARKETABILITY OF TITLE. Buyer's obligation to purchase is contingent upon Buyer's determination that the condition of title to the Property is marketable, in accordance with and subject to the deadlines set forth at section 6a of this Agreement. Buyer agrees to take title subject to easements and encumbrances, if any, that do not interfere with Buyer's intended use of the Property, which shall be Permitted Encumbrances.

c. CLOSING AND POSSESSION. This Agreement is contingent upon the successful closing of the Seller's purchase of the Property ("Initial Closing"). The Buyer's obligation to proceed with the subsequent closing herein shall be contingent upon the successful completion of the Initial Closing. If the Initial Closing does not occur for any reason, the Buyer shall have the right to terminate this Agreement immediately, including on or before the closing date. Upon such termination, neither party will have any further rights or obligations regarding this Agreement or the Property.

**5. Due Diligence.**

a. DUE DILIGENCE PERIOD. Buyer shall have until \_\_\_\_\_, 2025 (the "Due Diligence Period") to examine the Property and to conduct environmental surveys and environmental assessments, and conduct all other investigations of the Property as Buyer deems necessary to determine whether the environmental and geotechnical condition of the Property is satisfactory, in Buyer's sole discretion. During the Due Diligence Period, Buyer shall have the right to enter the Property at reasonable times and upon at least 24 hours' notice to Seller, for the purpose of exercising its rights under this section. Provided that Buyer gives written notice on or before expiration of the Due Diligence Period, this Agreement will terminate on the date that Buyer gives written notice to Seller that, based on its investigations, Buyer is not satisfied with the environmental or geotechnical conditions of the Properties. If Buyer fails to give such notice before expiration of the Due Diligence Period, then this Agreement shall continue in full force and effect in accordance with, and subject to, all its terms and conditions, and the contingency at section 3a of this Agreement shall be deemed waived. Buyer agrees to pay all costs and expenses of its investigation and agrees to indemnify, defend and hold Seller harmless from all costs, expenses and liabilities, including mechanics' liens, relating to Buyer's investigation activities on the Property. Buyer will promptly deliver to Seller true and correct copies of all environmental or soil test reports after Buyer's receipt of same. Buyer agrees to promptly restore any resulting damage to the Property to the condition that existed prior to the damage.

b. If the Agreement is terminated as provided in section 5a above, Buyer will bear all costs of Buyer's investigation.

**6. Title Examination.**

a. MARKETABILITY OF TITLE. Within a reasonable time period after the date of this Agreement, the Buyer will obtain a title insurance commitment for an owner's policy of title

insurance for the Property, which shall include proper searches covering bankruptcies, state and federal judgments and liens, and including copies of all encumbrances listed therein (the "Commitment"). The Seller shall be responsible for the title search and exam costs related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title insurance policies, including but not limited to the premium(s), Buyer's name search and plat drawing, if any.

b. The Buyer will have 10 business days after receipt of the Commitment to deliver written objections to title, if any, to the Seller. Any matter shown on the Commitment and not objected to by Buyer shall be a "Permitted Encumbrance" hereunder. Seller must not permit additional encumbrances to be made upon the Properties between the date of this Agreement and the Closing Date.

c. Seller must use best efforts to provide marketable title by the date of closing. In the event that Seller has not provided marketable title by the date of closing, either party may declare this Agreement canceled by written notice to the other party, in which case this Agreement is canceled. If either party declares this Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation.

7. **Closing and Possession.** The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur at a date mutually agreed upon by the parties, but not later than June 30, 2025. This Seller must deliver possession of the Property to Buyer on the Closing Date in substantially the same condition as of the date of this Agreement. Buyer has the right to a walk-through review of the Property prior to the closing. Buyer will take photographs of the Property on the date of the walk-through to document any personal property that remains on the Property. All personal property that remains on the Property as of the date of the walk-through and Closing Date shall be considered to be included in the sale of the Property. Buyer has the right to dispose of personal property in any manner it deems appropriate, including selling the property. Buyer is responsible for the cost of disposal and has the right to retain proceeds, if any, from sale of the property.

a. **SELLER'S CLOSING DOCUMENTS.** On the Closing Date, Seller must execute and/or deliver to Buyer the following documents, all of which must be in form reasonably satisfactory to Buyer's title company:

- (1) Warranty Deed conveying marketable title to the Property to Buyer, subject to:
  - (a) building and zoning laws, ordinances, state and federal regulations;
  - (b) reservations of any mineral rights by the State of Minnesota;
  - (c) drainage and utility easements which do not interfere with existing improvements; and
  - (d) Permitted Encumbrances.
- (2) Affidavit of Seller, indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving either Seller or the Property, and that, except for activities undertaken by Buyer pursuant to this Agreement, there has been no skill, labor or material furnished to the Property at Seller's request for which payment has not been made or for which mechanics'

liens could be filed, and that there are no other unrecorded interests in the Property.

- (3) A non-foreign affidavit executed by Seller, containing such information as required by IRC Section 1445(b)(2) and its regulations.
- (4) Bill of sale for all personal property remaining on the Property as of the Closing Date.
- (5) Seller's Certificate of Real Estate Value
- (6) All other documents reasonably determined by Buyer's title company to be necessary to transfer the fee interest in the Property to Buyer in the manner required by this Agreement.

b. **BUYER'S CLOSING DOCUMENTS.** On the Closing Date, Buyer must execute and/or deliver to Seller the following:

- (1) Purchase Price, subject to adjustments as provided in this Agreement, by wire transfer of U.S. Federal Funds.
- (2) Such other documents as may reasonably be required by title.

**8. Prorations, Adjustments and Allocation of Costs.** The prorations and adjustments described in this section 8 will be made between Buyer and Seller at Closing:

a. **Taxes.** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years, including all penalties and interest. Buyer shall pay prorated from day of closing real estate taxes due and payable in the year of closing, and Seller shall pay prorated to the day of closing all real estate taxes due and payable in the year of closing. Buyer is responsible for real estate taxes due and payable in the years following closing.

b. **ASSESSMENTS.** Seller shall pay on date of closing all installments of special assessments levied against the Property as of the date of closing. Seller shall be responsible for payment of any charges pending as of the date of closing that could be certified for payment with taxes, including but not limited to delinquent utilities, charges for nuisance abatements or diseased tree removal. Buyer will assume the obligation to pay any special assessments that become pending after Closing.

c. **TITLE AND CLOSING FEES.** Seller will pay document preparation costs, recording fees, and deed taxes for documents necessary to establish good and marketable title in Seller, and the deed tax on the Deed to be provided by Seller, and one-half of the closing fee. Buyer will pay one-half of the closing fee, document preparation costs for other closing documents, certificates of real estate value, seller's affidavit, well disclosure certificate, and the cost of recording the Deed from Seller.

d. **Other.** Charges for city water, city sewer, electricity and natural gas shall be prorated between the parties as of the date of closing. Buyer will notify utility companies of the closing date and request final billing.

e. **ATTORNEY FEES.** Each party will pay its own attorney fees in connection with this transaction.

9. **Seller's Disclosures and Representations.** Seller makes the following disclosures and representations:

a. WELL DISCLOSURE. See attached well disclosure statement.

b. SEPTIC SYSTEM DISCLOSURE. Seller  does  does not know of any individual sewage septic system located on the Property.

c. CITY UTILITIES. Seller represents that the Property is connected to city sewer and city water.

10. **Risk of Loss.** If there is any loss or damage to the Property between the date of this Agreement and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Agreement is canceled, at Buyer's option, by written notice to Seller. If Buyer cancels this Agreement, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation.

11. **No Broker Involved.** The Seller and Buyer warrant to each other that there is no broker involved in this transaction with whom it has negotiated or to whom it has agreed to pay a broker commission. Each party agrees to indemnify the other for all claims for brokers' commissions or finder's fees in connection with negotiations for the purchase of the Property arising out of any alleged agreement, commitment or negotiation by that party.

12. **No Relocation. No Relocation Benefits.** Seller acknowledges that Seller initiated negotiations with Buyer regarding the sale of the Property. Seller further acknowledges that if the parties are unable to reach an agreement regarding Buyer's purchase of the Property, the Buyer will not acquire the Property and will not initiate eminent domain proceedings for the acquisition of the Property. Seller acknowledges that he is not a "displaced person" within the meaning of Minnesota Statutes, Section 117.50 and is not entitled to relocation benefits or services. Seller represents and warrants that he will make no claim for relocation benefits or services in connection with the Buyer's acquisition of the Property. The representations in this paragraph are intended to survive closing.

13. **Time of Essence.** Time is of the essence in this Purchase Agreement.

14. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the parties and no other agreement prior to, or contemporaneously with, this Agreement is effective except as expressly stated in this document. Any amendment will not be effective unless it is in writing and executed by all parties or their respective successors or assigns.

15. **No Assignment.** Buyer may not assign its rights and interest under this Agreement.

16. **Notice.** Any communication that may or must be given by one party to the other will be deemed to have been given on the date it is deposited in the United States mail, registered or certified, postage pre-paid, and addressed as follows:

a. If to Seller: Joshua Wert

\_\_\_\_\_  
\_\_\_\_\_

b. If to Buyer: City Manager  
City of Minnetonka  
14600 Minnetonka Boulevard  
Minnetonka, MN 55345

Either party may change this location by giving written notice to the other party specifying the new location.

17. **Specific Performance.** This Agreement may be specifically enforced by any party, and the prevailing party may recover reasonable costs and attorney's fees.

18. **Electronic Signatures.** The parties agree the electronic signature of any party on any document related to this transaction, including this Agreement, constitutes a valid, binding signature.

19. **Survival.** All warranties specified in this Agreement shall survive the delivery of the deed required by this Agreement.

[Signature Pages Follow]

Seller Signature Page

Seller agrees to the terms of the foregoing Purchase Agreement.

**SELLER:**

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Joshua Wert

Buyer Signature Page

Buyer agrees to the terms of the foregoing Purchase Agreement.

**CITY OF MINNETONKA**

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Manager

**City Council  
Agenda Item 14.C  
Meeting of April 7, 2025**



**Title:** Follow-up from March 24 study session

**Report from:** Sarissa Falk, Senior Management Coordinator

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

**Presenter:** Councilmembers

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**Action Requested:** Discussion

**Form of Action:** Other

**Votes needed:** N/A

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**Summary Statement**

The 2025 study session work plan includes dedicated 30-minute open discussion periods in Quarter 1 (March 24), Quarter 2 (June 16) and Quarter 3 (Sept. 15). These sessions provide a valuable opportunity for city council members to bring forward items, concerns, or emerging issues for discussion without the pressure of immediate decision-making. The purpose of these open times is to create space for council members to explore and deliberate on matters of public policy, fostering dialogue and helping to identify potential priorities for future action. This format encourages a more flexible and responsive approach to governance, allowing the council to address evolving topics as they arise throughout the year.

**Recommended Action**

Discuss topics brought forward by individual councilmembers.

**Strategic Plan Relatability**

N/A

**Financial Consideration**

N/A

**Background**

City council was scheduled to have this discussion during the March 24, 2025 study session. However, due to time constraints city council did not have this conversation and directed staff to schedule as an item for the April 7 regular meeting.

**ATTACHMENTS:**

[Identified topics](#)

Requesting councilmember	Discussion item	Provide additional information about this item	Desired outcome			
Councilmember Calvert	Supporting Non Profits experiencing funding freezes and cuts	New EDAC Commissioner Scott Anderson who works in the non-profit sector mentioned federal funding freezes and cuts as having a serious impact on the ability of non-profits to fulfill their missions and serve the community. We may need to be creative as we were during the pandemic to help them help our community just like any business	Sharing for awareness	Potential policy/ordinance change	Addition to a future study session	
Councilmember Calvert	Recap of NLC session content	Regarding Fresh water mentioned next, may want to join organizations, Ai/Data Centers as they relate to the environment, Formation of Freshwater Alliance for municipalities along major rivers and freshwater bodies to protect and manage fresh water, downstream affects of federal funding freezes and cuts	Sharing for awareness	Potential policy/ordinance change	Addition to a future study session	
Councilmember Ramaley	Conference Report	5-minute (or less) summary of NLC-CED committee meeting in DC) -	Sharing for awareness			Report includes info resources and CTAs that NLC/Committee put out to CED members. I will also prepare a summary to leave with staff and if they are interested in an electronic version (with links) I'm happy to provide
Councilmember Calvert	DEI Nomenclature	I appreciated the forthright embrace at State of the City. But we will likely be pressured through funding mechanisms, so what s our plan to protect our city, pillars and programs?		Potential policy/ordinance change		
Councilmember Coakley	Land Trust Housing and Funding	I would like to see continuous funding of the \$7500 for qualified owners of these types of housing if qualified.			Addition to a future study session	

**City Council  
Agenda Item 15.A  
Meeting of April 7, 2025**



**Title:** Diversity equity and inclusion (DEI) commission appointment

**Report from:** Sarissa Falk, Senior Management Coordinator

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

**Presenter:** Mike Funk, City Manager

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**Action Requested:** Motion

**Form of Action:** Other

**Votes needed:** 4 votes

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**Summary Statement**

Mayor Wiersum recommends appointing Alisa Dean to fill the midyear vacancy on the DEI commission.

**Recommended Action**

Motion to approve the appointment of Alisa Dean to serve on the DEI commission.

**Strategic Plan Relatability**

Community Inclusiveness

Filling the midyear vacancy on the DEI commission aligns with desired outcome 6.1 "All people feel welcome and engaged." The DEI commission is in place to advise, recommend and assist the council in all matters related to diversity, equity and inclusion, including civil rights and equal opportunity.

**Financial Consideration**

N/A

**Background**

Section 2.02 of the City Charter states members of such bodies [boards and commissions] will be appointed by the mayor, subject to approval by the city council. During 2025 a member from the DEI commission resigned and city council revisited applications from the November-December 2023 recruitment period to fill the midyear vacancy. Four applicants were invited to interview during the March 24, 2025 city council session. However, Alisa Dean was the only applicant to accept the invitation. An interview was conducted with Alisa Dean and Mayor Wiersum recommends the appointment below:

- Alisa Dean, to the DEI commission, to fill a midyear vacancy, effective April 7, 2025 and expiring on Jan. 31, 2026.