

Agenda

Minnetonka City Council

Regular Meeting, Wednesday, Jan. 24, 2018

6:30 p.m.

Council Chambers

1. Call to Order
2. Pledge of Allegiance
3. Roll Call: Ellingson-Acomb-Calvert-Bergstedt-Wagner-Wiersum
4. Approval of Agenda
5. Approval of Minutes: Jan. 8, 2018 regular council meeting
6. Special Matters: None
7. Reports from City Manager & Council Members
8. Citizens Wishing to Discuss Matters Not on the Agenda
9. Bids and Purchases:
 - A. Bids for Secondary Williston Road Lift Station Forcemain
Recommendation: Award contract to Widmer Construction, LLC (majority votes)
10. Consent Agenda - Items Requiring a Majority Vote:
 - A. Agreement with Xcel Energy for the burial of power lines along Woodhill Road
 - B. Resolution establishing the interest rate for the SAC/REC deferral program
 - C. Resolution calling special election for April 10, 2018
11. Consent Agenda - Items Requiring Five Votes: None
12. Introduction of Ordinances: None
13. Public Hearings: None
14. Other Business:
 - A. Resolutions for Ridgehaven Lane/Ridgedale Drive (Cartway Lane) and Plymouth Road Improvements
Recommendation: Adopt the resolutions (majority vote)

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Fridays, 12 p.m., Saturdays, 12 p.m. The city's website also offers video streaming of the council meeting.
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15. Appointments and Reappointments:
 - A. Appointment of Councilmember Tim Bergstedt to the I-494 Joint Powers Organization

Recommendation: Approve the appointment (4 votes)
16. Closed session to consider purchase of real property at 13009 Burwell Drive
17. Adjournment

**Minutes
Minnetonka City Council
Monday, Jan. 8, 2018**

1. Call to Order

Mayor Brad Wiersum called the meeting to order at 6:30 p.m.

2. Pledge of Allegiance

All joined in the Pledge of Allegiance.

3. Roll Call

Councilmembers Tony Wagner, Bob Ellingson, Patty Acomb, Deb Calvert and Mayor Wiersum were present. Tim Bergstedt was excused.

4. Approval of Agenda

Wagner moved, Acomb seconded a motion to accept the agenda with addenda to items 3, 13A, 14B, and 14C. All voted "yes." Motion carried.

5. Approval of Minutes: Dec. 4 and 18, 2017 regular council meetings

Acomb moved, Wagner seconded a motion to approve the minutes of the Dec. 4, 2017 regular council meeting and the minutes of the Dec. 18, 2017 regular council meeting, as presented. Wagner, Ellingson, Acomb and Wiersum voted "yes." Calvert abstained. Motion carried.

6. Special Matters:

7. Reports from City Manager & Council Members

City Manager Geralyn Barone reported on upcoming city council meetings and city events.

Wiersum congratulated Acomb and Calvert for winning their elections.

Calvert said she was excited to be working with such a principled and hard working group. She hopes to continue the legacy of good governance that the city enjoys. There is a reason Minnetonka is one of the top 100 cities in the country to live in. She thanked the voters and her family.

Acomb said the fact there has not been a lot of turnover on the council led to good governance and consistent leadership. She was honored to be part of the council and thrilled to be back.

Wiersum said he was excited to step into the mayor's role. He promised to do his best to fulfill the Minnetonka legacy of good governance and regional leadership. He thanked

the voters and departing Councilmember Dick Allendorf and Mayor Terry Schneider. He also thanked the city's staff, other councilmembers as well as his family.

8. Citizens Wishing to Discuss Matters not on the Agenda

9. Bids and Purchases:

10. Consent Agenda – Items Requiring a Majority Vote:

A. Resolution designating an Acting Mayor and Alternate Acting Mayor for 2018

Acomb moved, Calvert seconded a motion to adopt resolution 2018-001 designating Councilmember Wagner as Acting Mayor and Councilmember Bergstedt as Alternate Acting Mayor for the year 2018. All voted "yes." Motion carried.

B. Designation of the city's official newspaper for 2018

Acomb moved, Wagner seconded a motion to designate *Lakeshore Weekly News* as the city's official newspaper for 2018 legal notices. All voted "yes." Motion carried.

C. Joint Powers Agreement with I-494 Corridor

Acomb moved, Wagner seconded a motion to approve the proposed version replacing the original agreement. All voted "yes." Motion carried.

D. Resolution correcting polling place information that was adopted in Resolution 2017-136

Acomb moved, Wagner seconded a motion to adopt resolution 2018-002 approving correction of Resolution 2017-136. All voted "yes." Motion carried.

E. Participation in the Government Alliance on Race and Equality

Wiersum pulled the item from the consent agenda.

Assistant City Manager Perry Vetter gave a staff report.

Wiersum said he supported participating in the Government Alliance on Race and Equity (GARE) and urged the other councilmembers to support it as well. He first became aware of GARE while serving on the League of Minnesota Cities Board of Directors. He found it to be an excellent, objective organization. It has made him much more mindful of the importance of increasing awareness and sensitivity to race in society. He said the biggest thing GARE has helped him with was becoming more conscious of his personal biases. Everybody has biases and what GARE has taught him was how to constructively deal with his biases. Understanding his own biases enables him to be more considerate and

respectful to people who are different than himself. He thought participating in GARE would benefit the city and help the city to continue to foster an attitude of respect to all people in the city.

Acomb moved, Calvert seconded a motion to authorizing and supporting city staff participation in the 2018 League of Minnesota Cities and Government Alliance on Racial Equity Introductory Cohort Program. All voted "yes." Motion carried.

F. Cooperative agreement with City of Bloomington regarding 2018 National Football League Super Bowl event

Acomb moved, Wagner seconded a motion to approve the agreement. All voted "yes." Motion carried.

11. Consent Agenda – Items requiring Five Votes:

12. Introduction of Ordinances:

13. Public Hearings:

A. On-sale intoxicating liquor license for Copper Cow, LLC, at 5445 Eden Prairie Rd

Barone gave the staff report.

Wiersum opened the public hearing at 6:50 p.m.

The applicants, Chris and Danielle Bjorling, 2515 Nicollet Ave, introduced themselves. Chris Bjorling said they were the owners of the Copper Hen restaurant in Minneapolis. They were looking forward to partnering with the city in expanding their business.

Joan Charnas, 14457 Stewart Lane, noted a newspaper article about the restaurant indicated it would be selling shakes with liquor in it. She questioned if the shakes would be available at the takeout window and how this would be different from driving with an open bottle. Community Development Director Julie Wischnack said the shakes would not be available at the takeout window. If the idea was to run a delivery service that included the shakes, then further permitting and licensing would be required. The applicants were not asking for that at this time.

Mike Roth, 14485 Stewart Lane, said the newspaper article indicated there would be indoor and outdoor seating at the restaurant. He said when the nearby now closed Dairy Queen put in a drive through window, he was concerned about the noise. The owners were willing to work with him to adjust the volume on the speaker. He was concerned about the outdoor area of the Copper Cow especially if music was allowed. Wischnack said there would be a couple more meetings, including a neighborhood meeting, where the details of the plan would be discussed.

Acomb moved, Wagmer seconded a motion to continue the public hearing to Feb. 26, 2018. All voted "yes." Motion carried.

14. Other Business:

A. Resolution declaring vacancy in the council seat for Ward 3

Barone gave the staff report.

Wagner moved, Calvert seconded a motion to adopt resolution 2018-003 declaring vacancy in the council seat for Ward 3. All voted "yes." Motion carried.

Wagner what the process would be once the council called for a special election. City Clerk David Maeda indicated staff was working on a calendar that would identify key dates for the election including when candidate filing and absentee voting would occur. This would be provided to the council at its Jan. 22 meeting.

B. Concept plan review for The Villas of Glen Lake at 5517 and 5525 Eden Prairie Road

City Planner Loren Gordon gave the staff report.

Acomb asked what the different requirements were for a private drive and a public street. Gordon said the two primary differences were who owns it and who maintains it. For access reasons, the city generally likes to have the streets built to pretty similar standards. The city code standard is for a 24 foot wide road and that standard was what was proposed for the private street. He said staff generally prefers a public street over a private street because long term there was more benefit to the residents who would otherwise incur more costs over time.

Ellingson asked what restrictions existed for building in the bluff area. Gordon presented a graphic that showed the restrictions. A twenty foot buffer represented what the setback would be from the top. Ellingson asked if the council could grant a variance. Gordon indicated a variance could be granted to minimize the impacts.

The developer, Blaine Waters, 5068 Holiday Circle, said the five units were consistent with the city's overall vision for the area. The plan was also in line with the city's housing goals and bringing in a variety of housing stock. The hope was to bring in five units that would provide mostly main level living to the Glen Lake area.

Wagner asked Waters to explain why he chose the layout he did. Waters said there were multiple iterations of what a layout might look like with the type of unit in mind. One of the bigger reasons he ended up with this concept was based on the bluff line. A topographic survey and tree inventory were done. He said it wasn't entirely clear through the process where the actual bluff line was. He

came to find there was a defined equation on determining the bluff line. This plan took that into account. Wagner said, similar to this plan, there was a development on Williston Road that he shudders every time he drives by because the home's back porch faces a major county road. This make it feel less residential. This combined with the setback gave him pause about the concept plan. He said the proposed use was a needed use in the city. He liked that the plan protects a sensitive natural area. He had concerns with the setbacks because five feet felt too close. He wasn't sure he could support the current layout.

Acomb said she shared some of Wagner's concerns in large part with the setback to the north. She thought the layout could be done differently. The homes were close together because the whole width of the property could not be used. She said she would like to see a sidewalk along County Road 4. This would help address some of the concerns that were raised at the planning commission meeting. She appreciated the woodland preservation area. She hoped the builder would be mindful of some of the existing trees in the building area.

Calvert noted she was on the planning commission when the concept plan was presented. She shared all the concerns that were raised. She was appreciative of the mindfulness of the woodland preservation area. She also would like to see the sidewalk. She said in some ways the plan was a nice transition from the very large lot single family homes to the more commercial area. However the proximity to Eden Prairie Road when the rest of the homes were set so far back felt strange. She shared the concern about having the back of the house up against County Road 4. She also heard the business owner's concern about not having adequate buffer between the development and his business.

Ellingson said he was concerned about the tree loss and the grading that would happen. He noted another property on Williston Road north of the daycare where the houses were removed and all the trees are gone. Because of the topography of the area, he was apprehensive that everything would be leveled from Eden Prairie Road back to the bluff line.

Wiersum said the need for this type of housing made the plan attractive. He was concerned about the five foot setback. He said this was the classic Minnetonka development proposal because the city had challenging sites with the topography and trees. He liked the woodland preservation and bluff preservation area but he thought there was a lot trying to be squeezed on to the rest of the property. If there were fewer units the developer would have more space to work with but he understood the reality of the cost of land in the city and the challenge of making it all work. He said this was a good location for this type of housing.

Greg Olson, the owner of the neighboring dental office, distributed information about the trees in the area. He noted generally developers calculate setback using the foundation not the soffits. In this case using measurement from the soffits, it would mean the homes would be two to three feet from his property line and not five feet. He said there was also a water issue with the whole terrain going down to his property. He was worried about the amount of hard surface.

He said there needed to be some type of barrier between the properties to prevent the residents from walking through as well as dumping garbage on to his property. Because there was no sidewalk on the east side of Eden Prairie Road it was dangerous for pedestrians. Currently the pedestrians walk through his property to avoid walking on the road. He was concerned about the increase in traffic from the development, snow removal and the amount of trees that would be removed.

C. Concept plan review for Ridgedale Executive Apartments at 12501 Ridgedale Drive

Robert Weinstine, an attorney with the Winthrop & Weinstine law firm, said he represented the property owner. Since the council last saw the concept plan, the property owner seriously considered all the feedback he received from the council. Neighborhood issues were reflected upon. Earlier in the day there was a neighborhood meeting that was attended by five or six people and also city staff. He said the plan was generally well received. As a result of listening to the neighbors, the building height was reduced from six stories to five stories. This was a significant financial contribution from the property owner given all the amenities that were being included to make it a first class development. For comparison, he noted the building at 1700 Plymouth Road was six stories. The building southeast of the YMCA was four stories and was much closer to residential homes and the topography was much higher. In addition to reducing the size of the building, the building was moved further back on the property. As a result the closest home would be 423 feet away. The area was wooded and the plan would not affect the trees in any way. The design of the building has been softened. The proposed path was removed. He said the development would be very attractive to empty nesters and young professionals.

Gordon and Community Development Director Julie Wischnack gave the staff report.

Wagner noted the reduced height was about seven feet while most apartment buildings a story was eight to 12 feet high. He asked if part of the reason for this was the amount of parking, which was 250 parking spots for 93 units. He asked if this was discussed at the neighborhood meeting. Gordon said the information Wagner was referencing was a staff interpretation and not from the architect. He said the concept plan indicated floor to ceiling heights around 10 feet. There would also be around two to three feet between floors. As far as the parking, he noted the office building was part of the site. The plan was for two to three spots per unit, visitor parking spots, plus spots for the office building. Staff would do more analysis on the parking if an application was submitted.

Jesse Hamer, from Momentum Design Group, the architect for the project, said the revised height of the building would be about 65 feet, about a nine foot reduction. The current plan met the city's full parking requirement. There were two spaces per units and 57 spaces for the office building. He said in addition to moving the building back, there was an effort to increase the connection to the pedestrian walk area. There also was a plaza area added in front of the building.

Dr. Mark Stesin, 2000 Norway Pine Circle, said he was speaking on behalf of a coalition of neighbors. None of the coalition attended the neighborhood meeting earlier in the day and they remain opposed to the project. They do not oppose bringing in new residents to the city with high density apartment buildings as long as they comply with the comprehensive plan and do not encroach on neighbors who have lived in the city for decades. He said the change in the height of the building doesn't get at the core issues discussed at the previous council meeting. The building was still too big, bulky and dense for the property. There still were balconies facing the neighborhood, a pool, a recreation area and now an outdoor barbeque area. The trees may buffer the building from being seen but they would not buffer the noise. The entire character of the neighborhood abutting the property would change. There was not enough buffer for going from high density to low density.

Acomb said she appreciated the developer making changes to address concerns but looking at a drawing of the building it looks like a big wall along Ridgedale Drive. While there had been some accommodations she liked, she didn't think there were enough. She noted some developments had stepped things down to break up the look of the building. She didn't know if this was an option for this plan. She appreciated Stesin's comments about transitioning from single family homes to high density. She thought high density was appropriate for the site although five stories still might be too high. She noted there was a lot of the development in the Ridgedale area and none of it included affordable housing. This put the city in the situation of not having any affordable housing in a commercial area. She encouraged the developer to look at including affordable housing and for the council to hold developers to the standard especially for a commercial area.

Calvert said this also was a project she reviewed as part of the planning commission. She appreciated the reduction in height. She said there seemed to be some changes in the design that helped break up the blank wall feel. She liked the materials being used and that they were really attractive. She noted the view from the east Ridgedale Drive perspective made it look like the building was almost sitting on the road. She appreciated the developer moving the building as far away from the residential property as possible, but in doing so it placed the building close to the road. This gave it a claustrophobic feeling. It also robbed the site of a suburban feeling and gave it a very urban feeling. She was concerned this might create issues given some of the changes to Ridgedale Drive. She agreed with Acomb's comments about affordable units. She also thought the city needed to be mindful as it promoted its values and priorities, in promoting sustainability. She had not heard that discussed much for this concept plan.

Wagner said he continued to believe high density housing was appropriate for the site. While he recognized the removal of a story from the building, he encouraged the developer to evaluate concepts associated with how the parking was treated on the site. In general the council's comments indicated although it was an appropriate use being looked at, the mass with the existing office building

remained too much. Even though the look was softened, the wall along Ridgedale Drive was a concern.

Ellingson said the building was attractive and it was appropriate to have high density housing on the site. He thought it was unfortunate such a high density building was right next to a single family residential neighborhood. He noted such an abrupt situation existed with the Best Buy site so he understood and appreciated the concerns from the neighbors. He questioned what might be acceptable for the site.

Wiersum agreed the building was an attractive building but as he considered the location and the amount of buildable land, he thought it was an overly ambitious project. The mass was still too much. A high end building built to high standards with a lot of amenities on such a small footprint next to a single family residential neighborhood with no real buffer was too ambitious. He appreciated the changes that were made to the plan, but he thought it still needed to be downscaled.

15. Appointments and Reappointments:

A. Appointment of representatives to various advisory boards, commissions and committees

Barone gave the staff report.

Wiersum said he would serve on the charter commission and advised staff to proceed with the appointment process with the district court. He indicated he wanted to discuss a few specific assignments with individual councilmembers. He said he had discussed with Calvert her serving as the alternate to Wagner on the EDAC. Calvert agreed to serve. She indicated she also was interested in serving on the Southwest Cable Commission. Wiersum agreed to that appointment.

Wiersum moved, Wagner seconded a motion to approve the appointments to various advisory boards, commissions and committees. All voted "yes." Motion carried.

16. Adjournment

Acomb moved, Wagner seconded a motion to adjourn the meeting at 8:06 p.m. All voted "yes." Motion carried.

Respectfully submitted,

David E. Maeda
City Clerk

**City Council Agenda Item #9A
Meeting of Jan. 24, 2018**

Brief Description: Bids for Secondary Williston Road Lift Station Forcemain

Recommended Action: Award contract to Widmer Construction, LLC

Background

The city has two primary alignments of large diameter forcemain (pressure sewers) in the city. The first route is from the public works main lift station to Guilliams Field where 18-inch and 30-inch diameter pipes convey a majority of the city's waste for treatment. The second route is from the Williston lift station located at Minnetonka Boulevard and Williston Road easterly along Minnetonka Drive to Guilliams Field, where the forcemains converge and flow south to Cottage Lane and TH 7.

On July 14, 2013, the 30-inch forcemain ruptured near Prestige Lane and an emergency repair was made. On Jan. 9, 2014, another break occurred in the same general area on the 18-inch forcemain. Flow was diverted back to the 30-inch pipe while repairs were made on the smaller pipe.

A consultant analyzed the condition of the forcemain pipes and determined that the most cost effective remedy to fix the pipes was to line the inside of the pipes with a resin-impregnated liner. The first phase of system rehabilitation was completed in 2014 with 3,330 feet of 18 and 30-inch pipe rehabilitated from Arbor Circle to Minnetonka Mills Road.

Phase II of the multi-year lining project was completed in 2015 and involved the lining of 3,460 feet of 18 and 30-inch forcemain located on an alignment parallel to the Three Rivers Park District trail between Minnetonka Mills Road and TH7/Cottage Lane.

Phase III of the improvement in 2016 provided for the lining of the two forcemains that lie between the main lift station at public works to the beginning of the phase I project near Arbor Circle.

Secondary Forcemain Improvement Project

This year's project involves the directional drilling of 9,350 feet of a new 14-inch secondary forcemain from Williston Road to Guilliams Field and closely follows the alignment of the current pipe (see map). When completed, this new pipe will provide a secondary pipe for flow when the current pipe is taken out of service and lined in 2019.

Bids

On Jan. 9th, the city received bids for the installation of a secondary forcemain from the Williston lift station to Guilliams Field. The bids are tabulated as follows:

Widmer Construction LLC.	\$1,196,799.00
Minger Construction, Inc.	\$1,495,740.00
G.F. Jedlicki, Inc.	\$1,866,215.00
GM Contracting, Inc.	\$1,878,521.49
EJM Pipe Service	\$2,390,685.00
Engineer's Estimate	\$1,333,795.00

Recommendation

Based on the recommendation of the consultant engineer and the city's review of the low-bidder, staff recommends that:

- The contract for this project contract be awarded to Widmer Construction LLC. in the amount of \$1,196,799.00.

Source of funding for the project is the 2017 – 2021 Capital Improvements Program – Utility Fund.

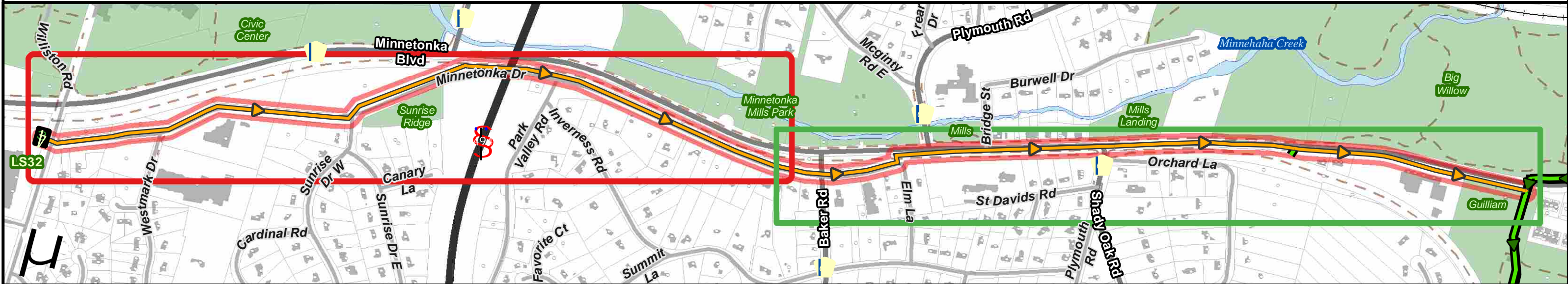
Submitted Through:

Geralyn Barone, City Manager
Merrill King, Finance Director




Originated by:

Brian Wagstrom, Public Works Director

Secondary Williston Road Lift Station Forcemain Project Location



Legend

-  Lift Station
-  Existing 24" Forcemain
-  Project Area

Quantities:

Item	Quantity	Unit
14" HDPE Forcemain or Equal Substitution (Utilizing Directionally Drilling)	9,530	LF
8" DIP and Fittings	95	LF

Item	Quantity	Unit
72" Air Valve Manhole	4	EA
Combination Air Valve (Air/Vacuum & Air Release)	4	EA
72" Cleanout Manhole	3	EA
Tie-in to Existing 8" Force Main	1	EA
8" Knife Gate Valves	1	EA
72" Valve Manhole	1	EA



City Council Agenda Item #10A
Meeting of Jan. 24, 2018

Brief Description: Agreement with Xcel Energy for the burial of power lines along Woodhill Road

Recommended Action: Approve the agreement with Xcel Energy

Introduction

The burial of overhead utility lines and upgrades to lighting is consistent with Minnetonka's community vision and strategic goals for reducing the community's use of energy as well as maintaining and improving its visual image along major road corridors. Overhead burial within the city also helps to reduce outages during major storm events.

Background and Scheduled Improvements

On Oct. 9, 2017, Council adopted a resolution authorizing preparation of plans and specifications for the 2018 Woodhill Road Reconstruction project. The project includes reconstruction of the roadway and utilities between Excelsior Boulevard and Highway 7, including the burial of the overhead distribution power lines on the east side of Woodhill Road from Tree Street to the north side of Highway 7. The transmission lines on the west side of the roadway are not proposed to be buried as Xcel Energy does not bury these higher voltage lines.

At the request of the City Council during their Oct. 9, 2017 meeting, staff reviewed alternatives to full burial, benefits of burial in this corridor, and costs associated with this work prior to moving forward. This review included investigating if the east side distribution lines could be relocated onto the existing west side transmission poles; however, that was not a feasible alternative due to height requirements. Benefits of burial identified during this process include constructability benefits for the project of buried lines versus overhead lines and service reliability for residents into the future, as buried lines are less susceptible to storm damage. The City also received resident feedback indicating a desire for a number of poles and lines to be removed with the project.

In an effort to coordinate and complete this work as efficiently as possible in conjunction with the street project, the overhead burial is proposed to begin in late February or early March of this year. This will require isolated areas of tree removal ahead of the project contract award; which in turn, will allow the overall construction of the Woodhill Road project to be accelerated due to this advanced work.

Agreements with Xcel Energy

The city received a statement of work for the project as attached. The statement of work requires city payment of 50 percent of the estimated costs up front before work begins. Once a project is complete, Xcel Energy bills the city for the remainder of the actual project costs. These costs are planned to be paid from the city's Electric Franchise Fee Fund.

Xcel Energy is requesting execution of their standard agreement that outlines the conditions for overhead power line burial along these corridors. The city attorney has reviewed the agreement.

Estimated Project Costs and Funding

The total estimated project costs, including construction, engineering, administration and contingency for the overhead burial work, as well as funding sources are shown below. This also includes contingencies for electrician work in addition to the Xcel Energy contract. The funds are included in the 2018-2022 Capital Improvements Program (CIP).

	Budget Amount	Proposed Funding	Expense
Construction Costs			\$850,000
Electric Franchise Fund	\$1,200,000	\$850,000	
Total Budget	\$1,200,000	\$850,000	\$850,000

As a note, expenses related to street lighting replacement for the project will be presented to council at a future date during their consideration for a street and utility contract for the 2018 Woodhill Road Reconstruction project. The remainder of the budgeted amount from the Electric Franchise Fund above will support the lighting replacement costs.

Recommendation

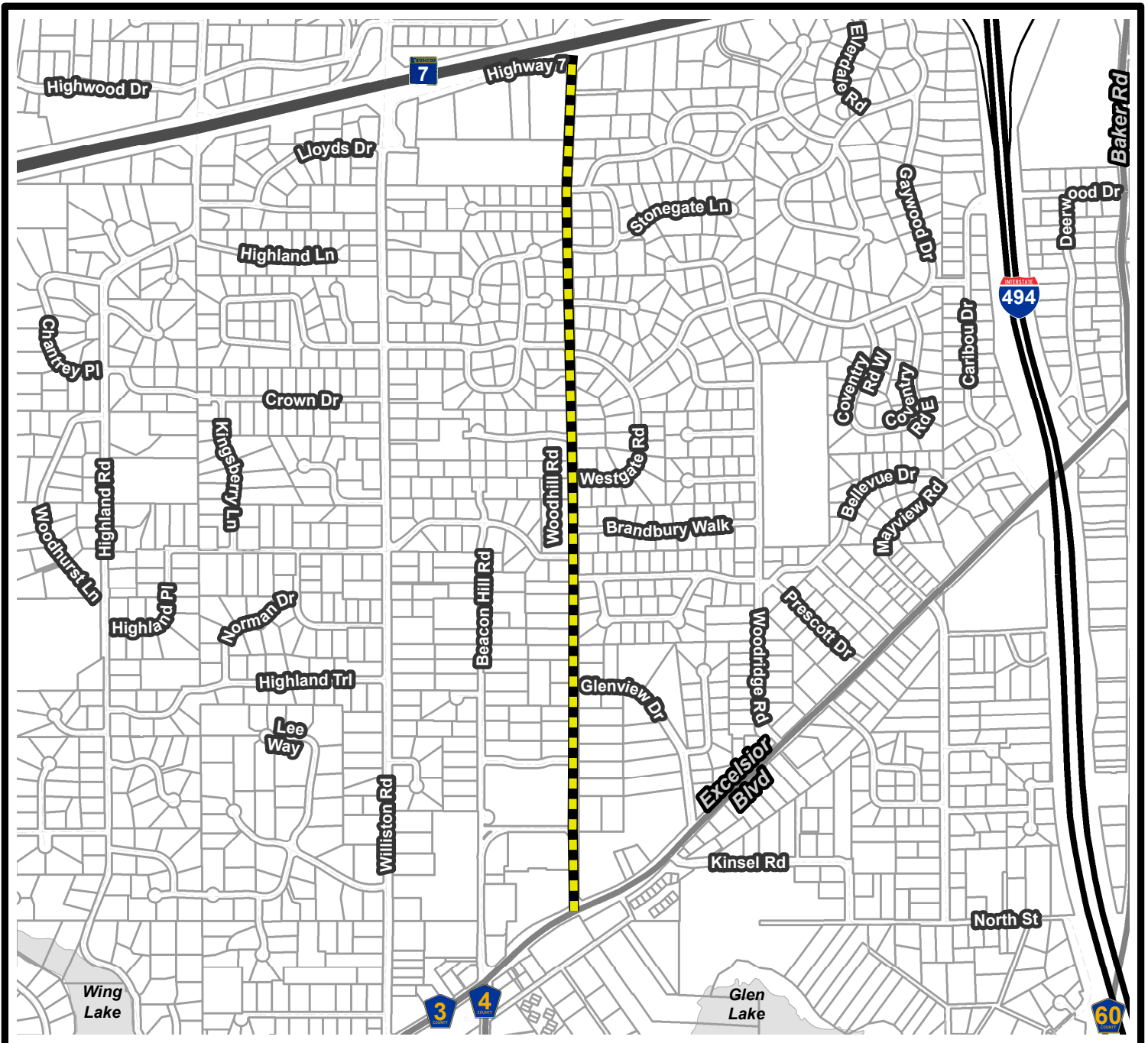
Authorize the mayor and city manager to execute an agreement with Xcel Energy in the estimated amount of \$798,447.95 to provide burial of overhead utility lines as part of the 2018 Street Rehabilitation Project on Woodhill Road.

Submitted through:

Geralyn Barone, Minnetonka City Manager
Will Manchester P.E., Director of Engineering

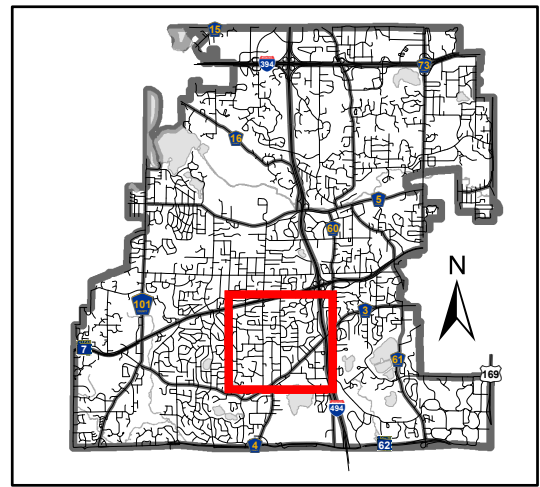
Originated by:

Chris LaBounty, P.E., Engineering Project Manager



Woodhill Road Reconstruction

 2018 Street Rehabilitation



This map is for illustrative purposes only.



**STATEMENT OF WORK REQUESTED
BY COUNTY, CITY, TOWN OR TOWNSHIP
FOR PROJECTS WITH ESTIMATED
CONSTRUCTION COSTS OVER \$25,000**

DATE: January 12, 2018
WORK REQUESTED BY: City of Minnetonka (Chris LaBounty)
WORK LOCATION: Woodhill Road, Minnetonka
ADDRESS: North of Highway 7 to North of Excelsior Blvd

CONSISTING OF:

The following shall constitute the "Work" to be performed by Xcel Energy:

Xcel Energy as requested by the City of Minnetonka will convert all the overhead facilities along the east side of Woodhill Road within the right of way to underground. There are 13 customers that are currently served by overhead service and will be converted to underground. It is the responsibility of the City to ensure that these parties are willing to convert. If the customer does not agree, Xcel may be required to install a pole to accommodate the customers request. Since the City is requesting Xcel Energy to relocate/bury facilities, Xcel Energy will need to make the necessary changes to our system to meet our operating standards.

**Municipality agrees to pay Xcel Energy for Xcel Energy's actual total cost of the Work, subject to the Municipality's right of cost review in accordance with the terms of this Statement of Work ("Statement"). The current estimate for the Work is \$ 798,477.95 ("Estimate").
The estimate is comprised of the following major components:**

Component

Sub-estimate

- A) The installation of approximately 12,000' of 1/0 underground primary wire-directional bore
- B) The installation of 11 underground 1 phase transformers
- C) Installation of 4 Load Break Centers to serve the existing underground primary taps.
- D) 13 customers, upon agreement, will convert from overhead to underground.
- E) Removal of the existing overhead system

Total:

The undersigned hereby requests and authorizes Xcel Energy to perform the Work. In consideration thereof and in lieu of a City Requested Facilities Surcharge, the City agrees to pay Xcel Energy on the ("Statement"). The current estimate for the Work is (\$ 399,238.98) which is fifty (50) percent of the Estimate ("Down Payment").

All Work shall be performed pursuant to good utility practice (as that term is generally understood in the utility industry) utilizing Xcel Energy's commercially reasonable efforts to complete the Work within the Estimate under Xcel Energy's then current design standards, operating procedures, and safety procedures. The facilities installed or removed by Xcel Energy shall be the property of Xcel Energy and any payment by Municipality shall not entitle Municipality to any ownership interest or right therein. Municipality's and Xcel Energy's rights and obligations with respect to the facilities and services provided through the facilities are subject to the terms of this Statement, as well as the additional terms and conditions provided in the Xcel Energy Electric Rate Book, as now exists or may hereafter be changed, on file with the Minnesota Public Utilities Commission.

In advance of the Work, Municipality agrees to inform Xcel Energy of any Municipality-related or other projects that may affect the Work. During the Work, Xcel Energy agrees to provide the Municipality notice of any proposed change orders increasing the cost of the Work. Municipality acknowledges that change orders that result from request of Municipality with respect to the performance of the Work or the scope of the Work may increase Xcel Energy's actual cost of the Work. Upon Completion of the Work, Xcel Energy agrees to provide Municipality with final detail of the actual work performed and the actual costs of such work performed. Xcel Energy will identify any information included in such information that is non-public pursuant to Minn. Stat. Ch. 13. Upon request by Municipality, Xcel Energy shall provide Municipality the opportunity to review more detailed documentation of the Work performed and related costs.

Xcel Energy agrees to keep Municipality reasonably informed with respect to Xcel Energy's performance of the Work, consistent with good utility practice and will, at minimum, apprise Municipality when half of the Estimate has been spent and when ninety percent of the Estimate has been spent. Xcel Energy also agrees to timely notify the Municipality when the Work is substantially complete.

Upon receipt of the invoice for the cost balance, the City shall have the right to require that Xcel Energy provide reasonable cost support documentation, including change orders, for its actual total cost of the Work. The Municipality shall pay the balance of cost not subject to reasonable dispute within the timeframe set forth in the Minnesota Municipal Prompt Payment Act, Minn. Stat. 471-425. Xcel Energy and Municipality shall reasonably try to resolve any disputes with respect to costs incurred in performance of the Work in good faith. In the event Xcel Energy and Municipality are unable to resolve any such disputes, the parties may seek redress in a forum with jurisdiction over the dispute.

This Statement of Work is agreed to by Xcel Energy and Municipality and receipt of the above Down Payment of \$ 399,238.98 is hereby acknowledged on behalf of Xcel Energy.

Northern States Power Company
a Minnesota corporation ("Xcel Energy")

City of Minnetonka

Brian Broucek - Design Manager

Print Full Name and Title

Print Full Name and Title (if applicable)

Signature

Signature of Authorized Representative

Address: 710 S Pine St
Waconia, MN 55387

Phone: 952-470-3358

E-mail: troy.miller@xcelenergy.com

Address: 14600 Minnetonka Blvd
Minnetonka, MN 55345

Phone: 952-939-8241

E-mail: clabounty@eminnetonka.com

Xcel Energy Work Order # _____

Estimated Construction \$ 798,477.95

Estimated Removal \$ 106573.24

Estimated Total \$ 798,477.95

City Council Agenda Item #10B
Meeting of Jan. 24, 2018

Brief Description Resolution establishing interest rate for the SAC/REC deferral program

Recommendation Adopt the resolution

Background

On May 22, 2017, the city council approved an agreement with Metropolitan Council regarding the establishment of a program for deferral of Sewer Access Charges (SAC - Met Council) and Residential Equivalency Charges (REC - city) and approved a resolution to implement the program by amending Council Policy 12.4 and adding Council Policy 12.10. On June 12, 2017, the city council adopted an ordinance to implement the SAC/REC deferral program and adopted a resolution establishing interest rates on deferrals.

Each year, the city council must establish the interest rate for the program and must amend the interest rate by resolution. Staff is proposing an interest rate of 3.04 percent for 2018 based upon the current ten-year composite municipal AAA bond rate at the time of annual enactment. The interest rate for 2017 was 3.30 percent.

Recommendation

Staff recommends the city council adopt the resolution establishing the interest rates for 2018 deferrals.

Submitted through:

Geraldyn Barone, City Manager
Merrill King, Finance Director
Julie Wischnack, AICP, Community Development Director

Originated by:

Alisha Gray, Economic Development and Housing Manager

Supplemental Information

[May 22, 2017 City Council Meeting](#)

[June 12, 2017 City Council Meeting](#)

Program Guidelines



Metropolitan Council Sewer Availability Charge and City of Minnetonka Residential Equivalency Charge Deferral Program Guidelines

In order to minimize the impact of the payment of the Met Council's Sewer Availability Charges (SAC's) and Minnetonka's Sewer and Water Residential Equivalency Charges (REC's) to new or expanding businesses within the city of Minnetonka, the city will provide a deferral option to pay the SAC and REC fees over time versus at the time the building permit is issued. This program will be in conjunction with the Metropolitan Council's Sewer Availability Charge (SAC) Deferral Program adopted in 2013. The Metropolitan Council's program allows for the deferral of SAC fees for small businesses that receive a SAC determination of 25 SAC units or less prior to SAC credits being applied. Under the deferral program, the city of Minnetonka will enter into an agreement with eligible business and property owners to spread the SAC and REC payments over a five or ten year term depending on how many units are being deferred. This program is established by city ordinance and is intended to parallel the Metropolitan program guidelines.

Deferral Structure

The structure of the deferral includes, but is not limited to the following requirements:

1. The SAC determination for the business is 25 units or less prior to SAC credits.
2. Deferral must be for 2 or more SAC/REC units.
3. A maximum of 25 of each SAC and REC units may be deferred.
4. The deferral term is 10 years.
5. Interest rate will be fixed at 3.04% for deferrals. This rate is current for the 2018 fiscal year.
6. A down payment, equal to 20% of the total fee for SAC and REC after credits are applied, is due at the time of application.
7. Property owners and/or businesses will be billed on a monthly basis.
8. Property owner and/or business owner must complete an application and execute the Deferred Payment Agreement to be eligible for the program.
9. In the case of a business closure, the business or property owner must notify the city's Economic Development Coordinator. The city will verify the closure and future SAC and REC payment obligations will be waived as long as the city is notified immediately. Any SAC and REC fees accrued before notifying the city would be assessed to the property.
10. In the event of a default, any outstanding REC payments will be assessed to the property and the property owner waives the right to contest the assessment.
11. SAC/ REC credits are non-transferable and are tied to the property to which they were applied.

Eligible Businesses

In order to be eligible, a business cannot include any residential component (i.e. housing, hotels, motels, camps, etc) and must have a SAC determination of 25 or fewer units before any credits are applied. Commercial buildings, schools, hospitals, non-profits and churches are considered eligible, as are some industrial uses provided they do not discharge Industrial Wastewater as defined by the Metropolitan Council's SAC Procedural Manual.

Ineligible Conditions

- The fee owner's property taxes are delinquent.
- The business is not in good standing with the State of Minnesota, or is in violation of Minnetonka City Code.
- The business does not meet the definition of eligible commercial properties in the Metropolitan Council's SAC Deferral Program and the city of Minnetonka REC Deferral Program.

Sample Payment Schedule

Below is a sample payment schedule for an eligible small business with a determination of 5 SAC and 5 Sewer and Water REC units, before credits. Under the terms of the program, the property owner will pay to the city an initial payment of 20% of the total units, or \$5,337.11, at the time of the building permit. The remaining deferral payment will be repaid at a fixed rate of 3.04% over a 10 year term.

Fee	Calculation	Total Amount Due	Payable at time of application (20)%	Payable over 10 –year term (plus 3.04% interest)	Estimated monthly payment without interest
SAC Fee*	5 SAC units x \$2,485 (in 2017)	\$12,425	\$2,485	\$9,940	\$82.83
City REC Fees*	5 Sewer/Water REC units x \$2,852.11 (in 2017)	\$14,260.55	\$2,852.11	\$11,408.44	\$95.07
Total	5 SAC/REC units	\$26,685.55	\$5,337.11	\$21,348.44	\$177.90

*SAC and REC Fees as well as interest rates are determined annually and are subject to change.

If you have any questions or would like to receive an application for the Metropolitan Council SAC Deferral Program or city of Minnetonka REC Deferral Program please contact the Economic Development Coordinator at or 952-939-8234.

If you have questions regarding the building permits please contact the inspections division at 952-939-8394.

Resolution No. 2018-

Resolution establishing the interest rate fees for businesses participating in the SAC and REC deferral program

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

Section 1. Background.

1.01. The city council approved Resolution 2017-050 on May 22, 2017 adopting a Council Policy pertaining to the deferral of the Metropolitan Council's sewer accessibility charges and the city's water residential equivalency charges for qualifying small businesses.

1.02. This policy states that the interest rate charged to businesses participating in the deferral program will be determined annually by resolution.

1.03. The city council, upon recommendation from the city manager and city staff, deems it proper and in the public interest to establish such an interest rate.

Section 2. Council Action.

2.01. The 2018 interest rate shall be 3.04 percent, and shall become effective for loans originated on or after Jan. 23, 2018.

Adopted by the city council of the City of Minnetonka, Minnesota, on Jan. 24, 2018.

Brad Wiersum, Mayor

Attest:

David E. Maeda, City Clerk

Action on this resolution:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the city council of the City of Minnetonka, Minnesota, at a meeting held on Jan. 24, 2018.

David E. Maeda, City Clerk

City Council Agenda Item #10C
Meeting of Jan. 24, 2018

Brief Description: Resolution calling special election for April 10, 2018

Recommended Action: Adopt the resolution

Background

At the Jan. 8, 2018 city council meeting, the council declared a vacancy in the office of Ward 3 council member, due to Council Member Brad Wiersum being elected to the office of mayor and his subsequent resignation from the Ward 3 council seat. Because the time remaining in the Ward 3 term is less than two years, the city charter allows the council to fill the seat by appointment or special election. Previously, at the Nov. 20, 2017 council study session and the Dec. 4, 2017 regular council meeting, the council had indicated a preference to fill the vacancy in the Ward 3 council seat by special election.

State law allows special municipal elections to be held only on the second Tuesday in February, April, May or August. The city charter requires that a special election must be held within 90 days after the council calls for the special election. The date that complies with both state law and the city charter is April 10, 2018.

Staff has prepared a resolution calling for a special election on April 10, 2018 to fill the Ward 3 council seat vacancy. The schedule for the special election and a communications plan are attached.

Recommendation

Adopt the resolution.

Submitted through:

Geralyn Barone, City Manager
Perry Vetter, Assistant City Manager

Originated by:

Corrine Heine, City Attorney
David Maeda, City Clerk
Kari Spreeman, Communications and Marketing Manager

SCHEDULE FOR SPECIAL ELECTION

Jan. 22, 2018	City council adopts resolution calling for special election
Jan. 26, 2018	City clerk deadline (74 days prior to election) to notify Hennepin County of special election
Feb. 1, 2018	Clerk publishes notice of candidate filing period
Feb. 20, 2018 to March 6, 2018	Candidate filing period
March 8, 2018	Last day for candidates to withdraw
March 15, 2018	Absentee voting begins
March 22, 2018	Notice of election and sample ballot published
April 10, 2018	Special election is held
April 16, 2018	City council certifies the election results
April 23, 2018	Elected council member takes oath of office

COMMUNICATIONS PLAN FOR SPECIAL ELECTION

December 2017	General notice regarding special election featured in January 2018 <i>Minnetonka Memo</i>
January 2018	Distribute news release to local media outlets (<i>Sun Sailor</i> and <i>Lakeshore Weekly</i>)
January 2018	Post article to homepage of city's website, eminnetonka.com
January 2018	Distribute an email/text message to all subscribers (approximately 19,000 people)
January 2018 February 2018 March 2018 April 2018	Share information via social media: <ul style="list-style-type: none"> • Nextdoor (approximate reach of 11,000) • Twitter (approximate reach of 5,500) • Facebook (approximate reach of 1,300) • Instagram (approximate reach of 350)
February 2018 March 2018 April 2018	Feature special election information in February, March and April editions of <i>Minnetonka Memo</i>
Late March 2018	Mail postcard to each Ward 3 household reminding them to vote

Resolution No. 2018-

Resolution calling special election for April 10, 2018

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

Section 1. Background.

1.01. A vacancy exists in the office of Ward 3 council member.

1.02. The city charter allows the council to fill the vacancy by special election or appointment.

1.03. The council has determined to fill the vacancy by special election.

Section 2. Council Action.

2.01. A special election to fill the Ward 3 council seat will be held on Tuesday, April 10, 2018.

2.02. The city clerk is directed to take all necessary actions to implement this resolution.

Adopted by the City Council of the City of Minnetonka, Minnesota, on .

Brad Wiersum, Mayor

Attest:

David E. Maeda, 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 .

David E. Maeda, City Clerk

City Council Agenda Item #14A
Meeting of Jan. 24, 2018

Brief Description: Resolutions for the Ridgehaven Lane/Ridgedale Drive (Cartway Lane) and Plymouth Road Improvements

Recommended Action: Adopt the resolutions

Introduction

The Ridgedale area has seen a number of changes over the past several years including the recent addition of Nordstrom and expansion of Ridgedale Center, construction of the I-394 westbound ramp at Ridgedale Drive, and redevelopment of the Highland Bank site and TCF Bank site. These improvements align with the long-term progression of this area as envisioned in the city's Ridgedale Village Center study. As new development interest continues to grow in the area, the city is positioning for the continued transformation.

Background

On April 11, 2016, the city council approved the project layout, authorized preparation of plans and specifications, and authorized easement acquisition for the Ridgehaven Lane/Ridgedale Drive Improvements. The project proposes to create a full access intersection at Ridgehaven Lane/Plymouth Road while providing an underpass for Ridgedale Drive under Ridgehaven Lane to maintain continuous north to south traffic through the intersection. Creating this full access reduces traffic volumes at the intersections of Cartway Lane with Ridgedale Drive and Plymouth Road, and redirects it to the new full access, improving overall traffic operations in the area. Also, additional capacity and safety improvements are proposed along Plymouth Road to provide widening in select locations to better reconfigure the existing travel lanes.

The addition of sidewalks and street lighting to improve pedestrian mobility in the area is also included in the project, as well as overhead utility line burial along Plymouth Road from I-394 to south of Ridgedale Drive, to visually enhance the corridor. This will also allow future sidewalk and streetscaping opportunities to be completed on Plymouth Road at the time of future redevelopments.

Easements

The city has had ongoing discussions with the four adjacent properties where easements are required for the project. Early in the process, several of the properties had shown interest in a public/private partnership and committed to donating easements to the city to show their support for the project. City staff has continued discussions with the properties and at this time Target, Ridgehaven/Byerlys and CSM Bonaventure have all donated easements for this project for a total private donation of easements with appraised values totaling \$782,500. At this time, one small easement remains to be finalized for the project.

On Sept. 11, 2017, the city council authorized a resolution authorizing just compensation for easements for the project. The authorization allows construction to begin in 2018 by giving the city the right to take title and possession of all easements this spring.

Public Input

Initial informational meetings for area residents and businesses regarding the on-going planning of city projects in the Ridgedale area were held on April 30, 2015. Following that meeting, the city hosted a series of three community meetings to further discuss and allow an opportunity for comments of Ridgedale area planning efforts on Aug. 3, Oct. 5, and Dec. 1, 2015. The meetings included a discussion of the progress and refinement of the proposed Cartway Lane/Ridgehaven Lane/Ridgedale Drive roadway improvements, general concepts for the Ridgedale area streetscape and lighting design, and refinement of the city's pedestrian and trail plan in the area. Developing these master plans for decorative lighting and pedestrian facilities ensures cohesion for the entire Ridgedale area as development and infrastructure improvements occur. Staff further contacted 100 area business owners and tenants via letter and phone calls to solicit feedback; responses and conversations were generally supportive of the proposed improvements.

Estimated Project Costs and Funding

The total estimated construction cost, including engineering, administration, easement acquisition and contingency is \$11,960,000. This amount is larger than the previously estimated cost due to additional retaining walls, structural storm sewer rehabilitation, and additional water main to provide reliability to a critical area of the water system.

On April 11, 2016, city council approved \$7,500,000 in city funds for the project, which were included in the 2016 and 2017 capital improvements program. Later in 2017, the city of Minnetonka received a grant through the Metropolitan Council Regional Solicitation Funding program in the amount of \$4,504,000 for this project. This grant funding will be available to the city for reimbursement beginning in the year 2021 or sooner if available. During plan preparation, staff felt there were some additional improvements that could be added to the project due to the grant funds received.

The project costs are estimates and when final costs are known at the time bids are awarded, staff will likely ask the city council to amend the CIP to reflect any funding changes. The grant for \$4,504,000 will offset most of the additional costs; however, since the federal funding may not be available for reimbursement until 2021, the city will need to cash flow the project during construction. With council approval, staff may request a State Aid apportionment advance, which will be fully paid by the federal grant funds when they become available. When the final costs are known, the use of the federal funds will prioritize uses to preserve city sources needed for critical local projects. If any city funding remains after all final costs are known and the federal funds are received, the balances will be available to support those other projects within the city's capital program.

	Budget Amount	Proposed Funding	Expense
Construction Costs			\$8,600,000
Contingency			\$860,000
Easements			\$200,000
Engineering Admin. Indirect			\$2,000,000
Overhead Power Burial			\$300,000
Total			\$11,960,000
Ridgehaven Lane/Ridgedale Drive			
Municipal State Aid	\$2,000,000	\$2,000,000	
Street Improvement Fund	340,000	620,000	
Storm Water Fund	600,000	700,000	
Utility Fund	0	270,000	
Tax Abatement	660,000	0	
Electric Franchise Fees	500,000	200,000	
Federal Grant (Met. Council)	0	4,000,000	
Total	\$4,100,000	\$7,790,000	\$7,790,000
Plymouth Road			
Municipal State Aid	\$1,500,000	\$2,000,000	
Street Improvement Fund	400,000	700,000	
Storm Water Fund	100,000	470,000	
Electric Franchise Fees	1,400,000	500,000	
Federal Grant (Met. Council)	0	500,000	
Total	\$3,400,000	\$4,170,000	\$4,170,000
Project Total	\$7,500,000	\$11,960,000	\$11,960,000

Agreements

Due to the number of agencies involved in this project and the federal grant funding, several agreements are required with MnDOT and Hennepin County.

A Cooperative Construction Agreement is needed with MnDOT to establish the short and long-term ownership and maintenance responsibilities of the city and state. Included in the agreement is a transfer of right-of-way from the state to the city for Plymouth Road and Ridgehaven Lane. Since Hennepin County is not included in this agreement, a separate agreement will be needed in the future between the city and Hennepin County to transfer right-of-way on Plymouth Road and establish ownership and maintenance responsibilities. The city attorney has reviewed the attached cooperative agreement.

Additionally, an agreement for the Delegated Contract Process (DCP) is required for the federal funding. This agreement details the city's requirements for contract administration during the project. The city attorney has reviewed this agreement.

A no parking resolution is also required by MnDOT for Ridgehaven Lane and Ridgedale Drive since the driving lanes are not wide enough to support parking. The resolution is attached for council consideration.

Schedule

Following approval of the plans and specifications, bids will be received in February and presented to the city council for final contract approval in March. Construction is anticipated to begin late March.

Recommendation

- 1) Adopt the attached resolution accepting plans and specifications and authorizing the advertisement for bids for the Ridgehaven Lane/Ridgedale Drive Project No. 16501.
- 2) Adopt the attached resolution authorizing a No Parking zone on Ridgehaven Lane and Ridgedale Drive.
- 3) Adopt the attached resolution authorizing execution of a Cooperative Construction Agreement
- 4) Adopt the attached resolution authorizing execution of an agreement for the Delegated Contract Process

Submitted through:

Geralyn Barone, City Manager
Will Manchester, P.E., Director of Engineer

Originated by:

Phil Olson, P.E., Assistant City Engineer

Resolution No. 2018-

**Resolution accepting plans and specifications and authorizing the advertisement for bids
for the Ridgheaven Lane/Ridgedale Drive Improvement project**

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

Section 1. Background.

- 1.01. Pursuant to city council authorization on April 11, 2016, plans and specifications have been prepared by and/or under the direction of the city engineer who is a Licensed Professional Engineer in the State of Minnesota for the Ridgheaven Lane/Ridgedale Drive Improvement project.
- 1.02. The plans and specifications for the construction of the aforementioned project have been presented to the city council for approval.

Section 2. Council Action.

- 2.01. The plans and specifications, copies of which are on file in the engineering department, are hereby accepted upon the recommendation of the city engineer.
- 2.02. The city clerk shall prepare and cause to be inserted in the official newspaper and in Finance & Commerce an advertisement for bids for the making of such improvements under such approved plans and specifications. The advertisement shall specify the work to be done, shall state that bids will be opened and read aloud in the Council Chambers at the Minnetonka city hall, and that no bids will be considered unless sealed and filed with the clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check made payable to the city clerk for five (5) percent of the amount of the bid.

Adopted by the City Council of the City of Minnetonka, Minnesota, on Jan. 24, 2018.

Brad Wiersum, Mayor

ATTEST:

David E. Maeda, City Clerk

Action on this resolution:

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

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on Jan. 24, 2018.

David E. Maeda, City Clerk

Resolution No. 2018-

**Resolution authorizing a No Parking zone and the installation of No Parking signs on
Ridgehaven Lane and Ridgedale Drive**

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

Section 1. Background.

1.01. Through staff recommendation, a no parking zone is required at the following locations:

- a. Ridgehaven Lane from Plymouth Road to Ridgedale Drive.
- b. Ridgedale Drive from 1200 feet east of Essex Road to Cartway Lane

Section 2. Council Action.

2.01. The request and recommendation is hereby received and the City Council does authorize the installation of "No Parking" signs at the following locations:

- c. Ridgehaven Lane from Plymouth Road to Ridgedale Drive.
- d. Ridgedale Drive from 1200 feet east of Essex Road to Cartway Lane

Adopted by the City Council of the City of Minnetonka, Minnesota, on Jan. 24, 2018.

Brad Wiersum, Mayor

ATTEST:

David E. Maeda, City Clerk

Action on this resolution:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on Jan. 24, 2018.

David E. Maeda, City Clerk

RESOLUTION NO. 2018-

**Resolution authorizing Construction Cooperative Agreement No. 1029164 with the
Minnesota Department of Transportation for the
Ridgehaven Lane/Ridgedale Drive Improvement Project**

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

Section 1. Background.

1.01. The city of Minnetonka has received Cooperative Construction Agreement No. 1029164 as it pertains to the Ridgehaven Lane/Ridgedale Drive Improvement project.

Section 2. Council Action.

2.01. The city council of the city of Minnetonka determines that it is in the best interests of the city to enter into a Cooperative Construction Agreement with the Minnesota Department of Transportation, a copy of which was presented to the council at its meeting on Jan. 22, 2018 for the following purposes:

To allow the construction and require maintenance of grading, surfacing, signals, lighting, TMS facilities, landscaping, filtration basin, retaining walls, sidewalk, Bridge No. 27C52 construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 394 and Ridgedale Drive from 1200 feet east of Essex Road to Cartway Lane within the corporate City limits under City Project No. 16501, State Aid Project No. 142-153-007 and State Project No. 2789-154 (T.H. 394=010).

2.02 The mayor and city manager are authorized to execute this Agreement.

Adopted by the City Council of the City of Minnetonka, Minnesota, on Jan. 24, 2018.

Brad Wiersum, Mayor

ATTEST:

David E. Maeda, City Clerk

Action on this resolution:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on Jan. 24, 2018.

David E. Maeda, City Clerk

Resolution No. 2018-

Resolution approving Agency Agreement No. 1029974 for Federal Participation in Construction; City Project No. 16501

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

Section 1. Background.

1.01. It is recommended that the City of Minnetonka and the Minnesota Department of Transportation enter into an agreement to accept federal funds for the Ridgehaven Lane/Ridgedale Drive Improvement project.

1.02. The City Council of Minnetonka deems it proper and in the public interest to enter into an agreement with the Minnesota Department of Transportation for the Ridgehaven Lane/Ridgedale Drive Improvement project.

Section 2. Council Action.

2.01. Pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Minnetonka to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

2.02. The Mayor and the City Manager are hereby authorized and directed for and on behalf of the City to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1029974", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted by the City Council of the City of Minnetonka, Minnesota, on Jan. 24, 2018.

Brad Wiersum, Mayor

Attest:

David E. Maeda, City Clerk

Action on this Resolution:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

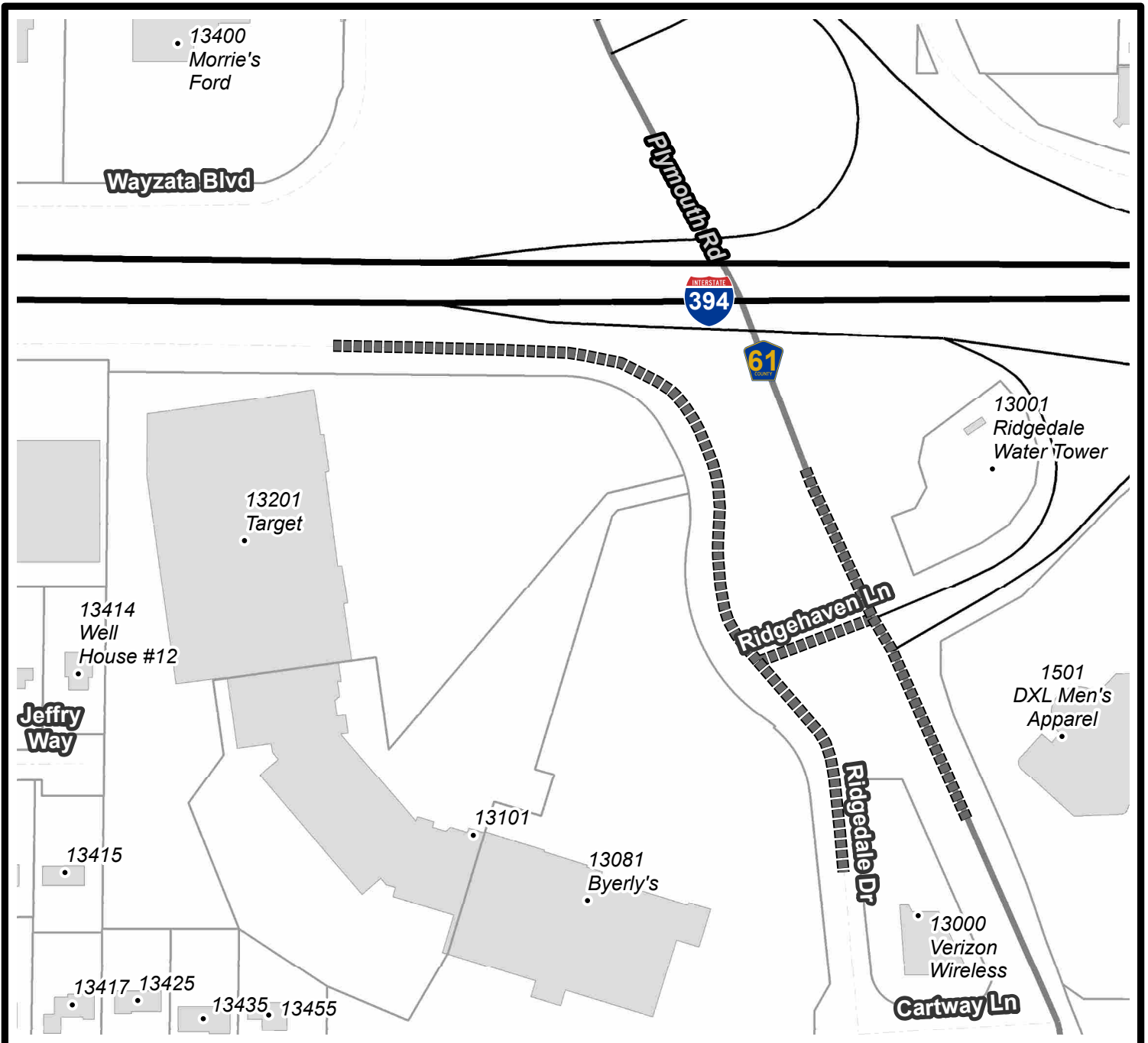
Abstained:

Absent:

Resolution adopted.

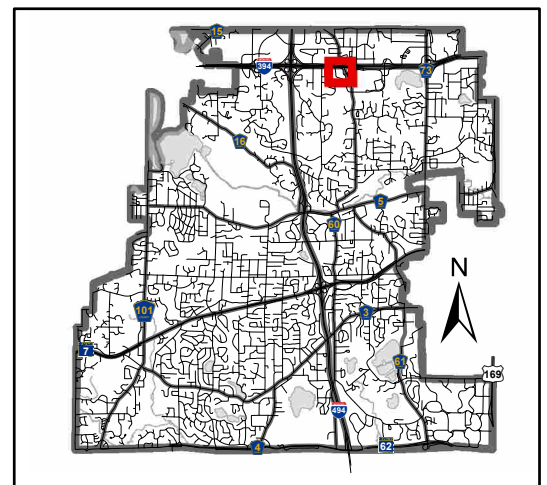
I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on Jan. 24, 2018.

David E. Maeda, City Clerk



Ridgehaven Lane/Ridgedale Drive & Plymouth Road Improvements

■■■■■■■■ Improvement Area



This map is for illustrative purposes only.

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF MINNETONKA
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>2789-154</u>
Trunk Highway Number (T.H.):	<u>394=010</u>
State Project Number (S.P.):	<u>142-153-007</u>
City Project Number (C.P.)	<u>16501</u>
Federal Project Number:	<u>STPF 2718(131)</u>
Lighting System Feed Point No.:	<u>A, B, and X</u>
Signal System "A" ID:	<u>2025599 (formerly 1735807)</u>
Bridge No.:	<u>27C52</u>

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

Recitals

1. The City will perform grading, bituminous surfacing, signals, lighting, TMS facilities, landscaping, retaining walls, Bridge No. 27C52 construction and other associated construction upon, along and adjacent to Trunk Highway No. 394 and Ridgedale Drive from 1200 feet east of Essex Road to Cartway Lane according to City-prepared plans, specifications and special provisions designated by the City as City Project No. 16501 and State as State Aid Project No. 142-153-007 and State Project No. 2789-154 (T.H. 394=010) ("Project"); and
2. The City requests the State allow the construction of grading, surfacing, signals, lighting, TMS facilities, landscaping, filtration basin, retaining walls, sidewalk, Bridge No. 27C52 construction and other associated construction and the State is willing to allow said construction; and
3. Since a portion of the Project is on the National Highway System Right-of-Way, the State will perform oversight engineering of that portion of the Project in connection with the construction as required by the Stewardship Plan between the Federal Highway Administration (FHWA) and the State, dated May 2015, to ensure that the Federal Highway Program is delivered consistent with applicable laws, regulations, and policies and any construction activity undertaken on or affecting the State Trunk Highway system is designed and constructed in accordance with the laws and rules of the State of Minnesota and policies of the Department of Transportation; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

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

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement,

including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 10. Liability; Worker Compensation Claims; Insurance; 12. State Audits; 13. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure. The terms and conditions set forth in Article 6. Signal System "A" and EVP System Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.

- 1.4. **Plans, Specifications, Special Provisions.** State-approved City plans, specifications and special provisions designated by the City as City Project No. 16501 and State as State Aid Project No. 142-153-007 and State Project No. 2789-154 (T.H. 394=010) are on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Exhibit "A" Proposed Right-of-Way Release, Exhibit "B" Storm System Maintenance, and Exhibit "C" Retaining Wall Maintenance are attached and incorporated into this Agreement. Exhibit "A" LUP 2789-0193 is incorporated by reference.

2. Right-of-Way Use

- 2.1. **Limited Right to Occupy.** The State grants to the City (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the Project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. **State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may direct the City (and its contractor) to take such remedial measures as the State deems necessary. The State may require the City (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. The State will have no liability to the City (or its contractors or consultants) for exercising its rights under this provision.
- 2.3. **Traffic Control; Worker Safety.** While the City (and its contractors and consultants) are occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. **State Ownership of Improvements.** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.

3. Contract Award and Construction

3.1. The City's contract with its construction contractor(s) must include the following terms:

- A. A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's Right-of-Way; and
- B. A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and
- C. A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.

3.2. *Direction, Supervision and Inspection of Construction.*

- A. The contract construction will be under the direction of the City and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The City will give the State Aid Agreements Engineer at Roseville five days notice of its intention to start the contract construction.
- B. Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".

3.3. *Completion of Construction.* The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.4. *Compliance with Laws, Ordinances, Regulations.* The City will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.

3.5. *Performance of Oversight Engineering.*

- A. The State will perform oversight engineering on that portion of the Project involving the construction on State's Trunk Highway Right-of-Way as required by the FHWA Stewardship Agreement pertaining to work by local agencies on the National Highway System.
- B. Oversight engineering will consist of the following items which impact the National Highway System.
 - i. Review, approve and provide concurrence of all work orders, change orders and supplemental agreements that pertain to the work on the Interstate Right-of-Way.
 - ii. Review of documented inspection and materials testing.
 - iii. Periodic construction inspections.
 - iv. Review traffic control.
 - v. Periodically attend weekly meetings.
 - vi. Review contractor's schedules.
 - vii. Any other oversight engineering duties required by the Federal Highway Administration, and or the State.

3.6. Compliance with Laws, Ordinances, Regulations. The City will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.

4. Right-of-Way; Easements; Permits

- 4.1.** The City will obtain all rights-of-way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. The City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits and other permits and sanctions.
- 4.2.** The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3.** The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings and depiction of utilities affected by the contract construction.
- 4.4. Limited Use Permit No. 2789-0193.** The City will obtain, through the District's Right-of-Way Area Manager, Limited Use Permit No. 2789-0193 to cover the City's liability responsibilities of sidewalk, pavers, and seat wall to be constructed upon the State's Right-of-Way along the west side of Plymouth Road as shown on Exhibit "A" LUP 2789-0193.

5. Maintenance by the City

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

- 5.1. Roadways and Frontage Roads.** Maintenance of Plymouth Road and Ridgehaven Lane. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing and seal coating and any other maintenance activities according to accepted City maintenance practices.
- 5.2. Storm Sewer Drainage on Ridgedale Drive and Ridgehaven Lane.** Routine maintenance of any storm sewer facilities construction on Ridgedale drive and Ridgehaven Lane as shown in Exhibit "B" Storm System Maintenance. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 5.3. Storm Sewer on C.S.A.H. 61 (Plymouth Road).** The City will be responsible for and or the delegation of storm sewer responsibilities and maintenance along C.S.A.H. 61. The State will have no storm sewer maintenance responsibilities for said storm sewer.
- 5.4. Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 5.5. Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition. The State will maintain crosswalk markings on the Trunk Highway at ramps which intersect with City roads. Exhibit "A" LUP 2789-0193 will address a portion of the sidewalk construction maintenance.
- 5.6. Shared Use Paths.** Maintenance of any bikeways and shared use paths construction. Maintenance includes, but is not limited to, snow and ice control and or removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance

activities necessary to perpetuate the bikeways and shared use paths in a safe and usable condition. Exhibit "A" LUP 2789-0193 will address a portion of the s construction maintenance.

- 5.7. Retaining Walls.** Maintenance of any retaining wall construction. Maintenance includes graffiti removal and any other maintenance activities necessary to perpetuate the walls in a safe, usable and aesthetically acceptable condition. All retaining walls shown in Exhibit "C" Retaining Wall Maintenance will be owned and maintained by the City with no cost to the State.
- 5.8. Landscaping, Pavers, and Seat Wall.** Maintenance of shrubs, perennials including but not limited to deciduous, ornamental, and coniferous trees located in the quadrants of Plymouth Road and Ridgehaven Lane and along Ridgehaven Lane and Ridgedale Drive. The City will own, maintain, and remove any deceased trees or planting as necessary. The City will be responsible for maintaining Americans with Disabilities Act (ADA) standards for all pavers along Plymouth Road, Ridgehaven Lane, and Ridgedale Drive and including the seat wall Plymouth Road and Ridgehaven Lane. Exhibit "A" LUP 2789-0193 will address a portion of the landscaping, pavers, and seat wall construction maintenance.
- 5.9. Ridgedale Filtration Basin.** Upon completion of the Ridgedale Filtration basin construction to be performed within the corporate City limits under the construction contract, the City will provide for proper maintenance of the basin without cost or expense to the State. Maintenance will include, but not limited to, litter, debris and silt removal, mowing, erosion repairs and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities. The City will be responsible, to the extent provided by law, for its own acts and omissions in connection with maintaining the said filtration basin.
- 5.10. Lighting.** Maintenance and ownership of any lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.
- 5.11. Bridge No. 27C52 (Ridgehaven Lane).** Upon completion of the construction contract, the City will retain, own, and provide for all maintenance of the said bridge and all facilities a part thereof, without cost or expense to the State. The City will hold the State harmless from any liability claims due to maintenance and operation of the bridge or failure to maintain the bridge.
- 5.12. Additional Drainage.** Neither party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of the State's District Hydraulics Unit at Roseville and is incorporated into this Agreement by reference.
- 5.13. Future Responsibilities.** Upon completion of the Project construction, the City will accept full and total responsibility for the proposed Right-of-Way as shown in Exhibit "A" Proposed Right-of-Way release, without cost or expense to the State.
- 5.14. Release of State Right-of-Way.** Upon completion of the Project construction, the State will serve upon the City a "Notice of Release" placing right-of-way as shown in Exhibit "A" Proposed Right-of-Way release

under the jurisdiction of the City; and subsequent thereto, after all required documents have been prepared and processed, the State will convey to the City all right, title and interest of the State of the said right-of-way. Upon receipt of that "Notice of Release", the City will become owner responsible for the right-of-way.

6. Signal System "A" and EVP System Operation and Maintenance

All operation and maintenance terms, including timing and power provisions, in Traffic Control Signal Agreement No. 64672 dated July 13, 1988, for the existing traffic control signals on T.H. 394 at the existing ramps to and from Plymouth Road will remain in full force and effect.

6.1. Right-of-Way Access. Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement and Agreement No. 64672.

7. Traffic Management System

The State will own the Traffic Management System and related facilities that are installed or modified as part of this Project.

8. Authorized Representatives

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

8.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: maryanne.kellysonnek@state.mn.us

8.2. The City's Authorized Representative will be:

Name/Title: Will Manchester, Director of Engineering (or successor)
 Address: 14600 Minnetonka Boulevard, Minnetonka, MN 55345
 Telephone: (952) 939-8232
 E-Mail: wmanchester@eminnetonka.com

9. Assignment; Amendments; Waiver; Contract Complete

9.1. Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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

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

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

10. Liability; Worker Compensation Claims; Insurance

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

applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorney's fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).

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

10.3. The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

11. Nondiscrimination

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

12. State Audits

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

13. Government Data Practices

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

14. Governing Law; Jurisdiction; Venue

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

15. Termination; Suspension

15.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

15.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

15.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

16. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a

party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF MINNETONKA

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

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Manager

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

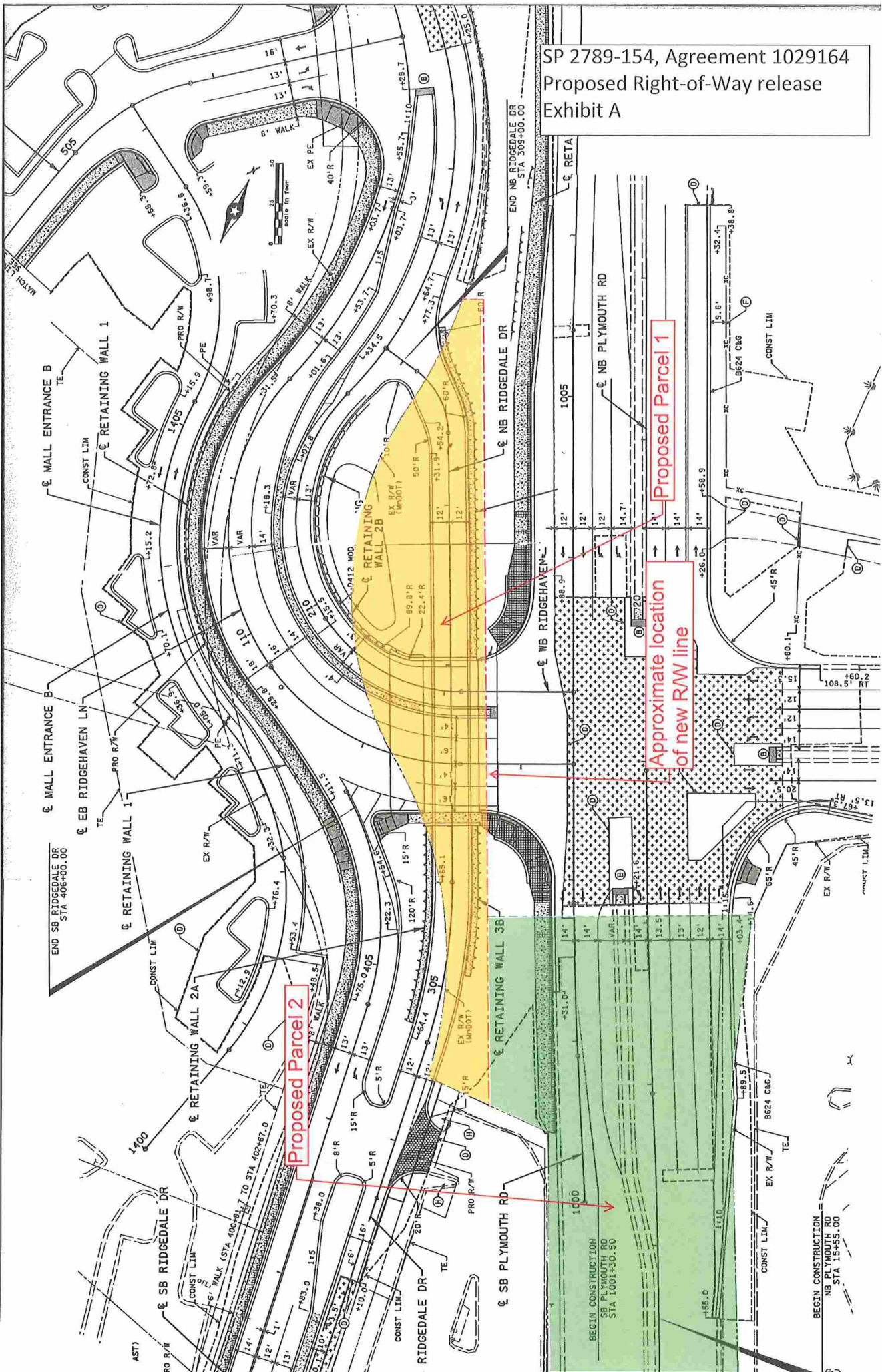
COMMISSIONER OF ADMINISTRATION

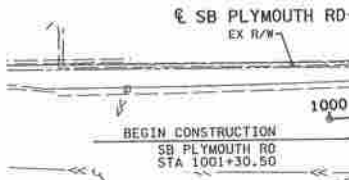
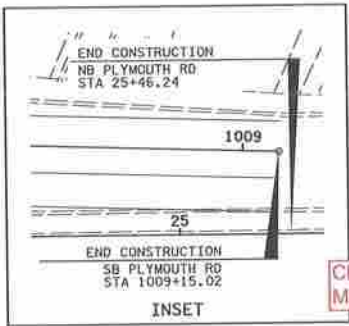
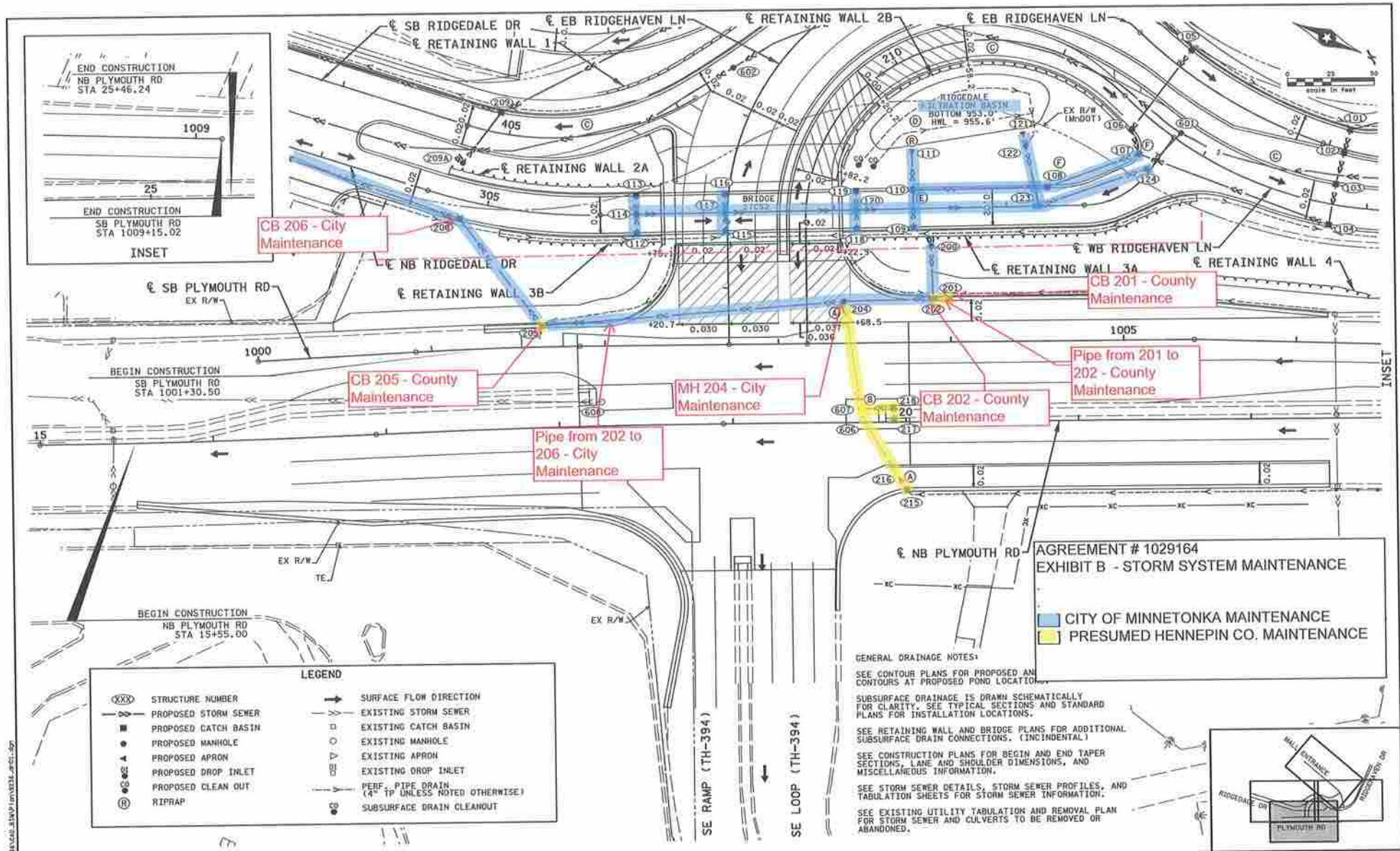
By: _____
(With Delegated Authority)

Date: _____

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

SP 2789-154, Agreement 1029164
Proposed Right-of-Way release
Exhibit A





LEGEND

XXX	STRUCTURE NUMBER	→	SURFACE FLOW DIRECTION
—○—	PROPOSED STORM SEWER	—○—	EXISTING STORM SEWER
■	PROPOSED CATCH BASIN	—○—	EXISTING CATCH BASIN
●	PROPOSED MANHOLE	—○—	EXISTING MANHOLE
◆	PROPOSED APRON	—○—	EXISTING APRON
○	PROPOSED DROP INLET	—○—	EXISTING DROP INLET
○	PROPOSED CLEAN OUT	—○—	PERF. PIPE DRAIN (4" TP UNLESS NOTED OTHERWISE)
○	RIPRAP	—○—	SUBSURFACE DRAIN CLEANOUT

AGREEMENT # 1029164
EXHIBIT B - STORM SYSTEM MAINTENANCE

■ CITY OF MINNETONKA MAINTENANCE
■ PRESUMED HENNEPIN CO. MAINTENANCE

GENERAL DRAINAGE NOTES:

SEE CONTOUR PLANS FOR PROPOSED AND EXISTING CONTOURS AT PROPOSED POND LOCATION.

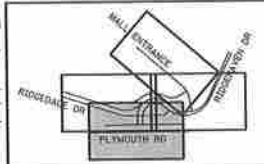
SUBSURFACE DRAINAGE IS DRAWN SCHEMATICALLY FOR CLARITY. SEE TYPICAL SECTIONS AND STANDARD PLANS FOR INSTALLATION LOCATIONS.

SEE RETAINING WALL AND BRIDGE PLANS FOR ADDITIONAL SUBSURFACE DRAIN CONNECTIONS. (INCIDENTAL)

SEE CONSTRUCTION PLANS FOR BEGIN AND END TAPER SECTIONS, LANE AND SHOULDER DIMENSIONS, AND MISCELLANEOUS INFORMATION.

SEE STORM SEWER DETAILS, STORM SEWER PROFILES, AND TABULATION SHEETS FOR STORM SEWER INFORMATION.

SEE EXISTING UTILITY TABULATION AND REMOVAL PLAN FOR STORM SEWER AND CULVERTS TO BE REMOVED OR ABANDONED.

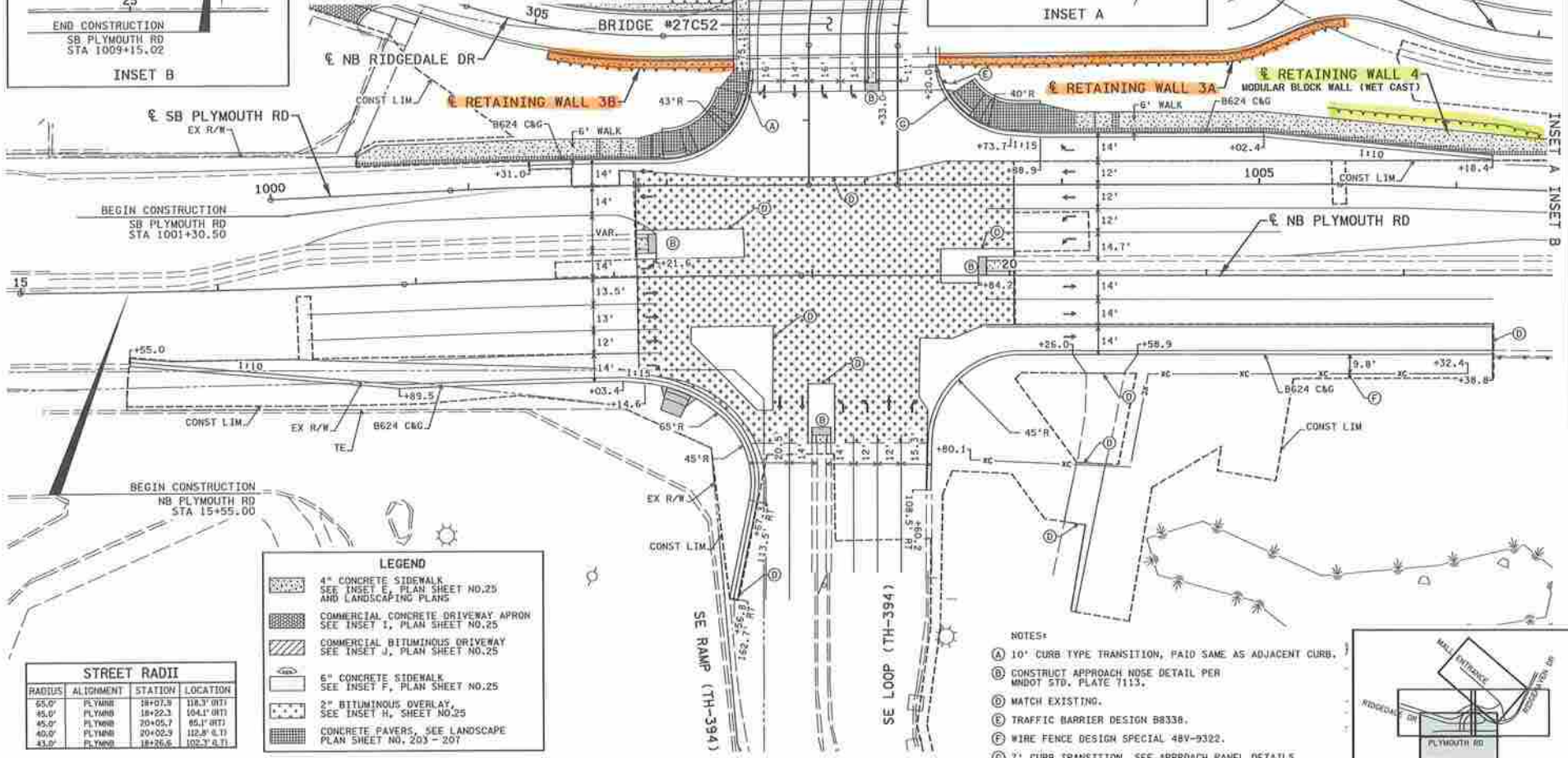
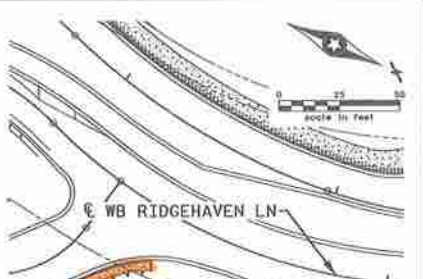
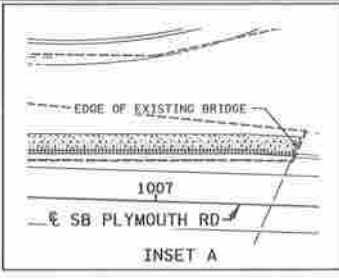
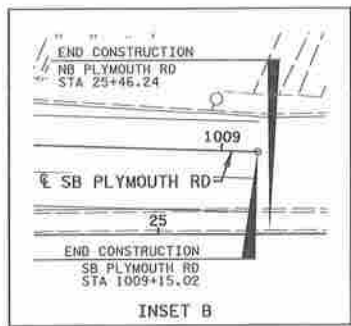


I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota. Print Name: JEREMY L. NIELSEN <i>Jeremy L. Nielsen</i> Date: 11/21/11 License #: 45047		STATE PROJECT NO. 140-153-007 STATE PROJECT NO. 3705-154 TH 394 COUNTY PROJECT NO. X CITY PROJECT NO. 16501	DRAWN BY: J. VAN BECK DESIGNED BY: J. THELEN CHECKED BY: J. NIELSEN COMM. NO. 0163236	SRE Consulting Group, Inc.	CITY OF MINNETONKA DRAINAGE AND SUPERELEVATION PLAN RIDGEDALE DRIVE / RIDGEHAVEN LANE PLYMOUTH RD	SHEET 154 OF 276
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EXHIBIT "C" RETAINING WALL MAINTENANCE

SEE SIGNING AND STRIPING PLANS FOR LANE MARKINGS, TYPES, AND MATERIALS.
SEE REMOVAL PLANS FOR MILL AND OVERLAY AREAS. REFERENCE INSET G, SHEET 25.
GRADE OVERLAY TO DRAIN TO CB'S.



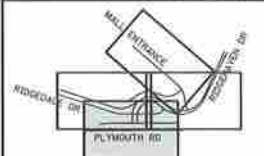
LEGEND

- 4" CONCRETE SIDEWALK
SEE INSET E, PLAN SHEET NO.25 AND LANDSCAPING PLANS
- COMMERCIAL CONCRETE DRIVEWAY APRON
SEE INSET I, PLAN SHEET NO.25
- COMMERCIAL BITUMINOUS DRIVEWAY
SEE INSET J, PLAN SHEET NO.25
- 6" CONCRETE SIDEWALK
SEE INSET F, PLAN SHEET NO.25
- 2" BITUMINOUS OVERLAY
SEE INSET H, SHEET NO.25
- CONCRETE PAVERS, SEE LANDSCAPE PLAN SHEET NO. 203 - 207

STREET RADII

RADIUS	ALIGNMENT	STATION	LOCATION
55.0'	PLYMNB	18+07.9	104.3' CRT1
48.0'	PLYMNB	18+29.3	104.1' CRT1
45.0'	PLYMNB	20+05.7	85.1' CRT1
40.0'	PLYMNB	20+02.9	112.8' CRT1
43.0'	PLYMNB	18+26.6	102.7' CRT1

- NOTES:**
- (A) 10' CURB TYPE TRANSITION, PAID SAME AS ADJACENT CURB.
 - (B) CONSTRUCT APPROACH NOSE DETAIL PER MNDOT STD. PLATE 7113.
 - (C) MATCH EXISTING.
 - (E) TRAFFIC BARRIER DESIGN B8336.
 - (F) WIRE FENCE DESIGN SPECIAL 48V-9322.
 - (G) 7' CURB TRANSITION, SEE APPROACH PANEL DETAILS.



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. STEVEN J. MILLER P.E. License No. 41321 Date: 11/17/17 License # 41321		STATE PROJECT NO. 142-333-007 STATE PROJECT NO. 2189-154-170-390 COUNTY PROJECT NO. 3 CITY PROJECT NO. 06501	DRAWN BY J. VAN BECK RESTORED BY M. SEIFF CHECKED BY S. MILLER COMM. NO. 0169236	CITY OF MINNETONKA CONSTRUCTION PLAN RIDGEDALE DRIVE / RIDGEHAVEN LANE PLYMOUTH RD	SHEET 88 OF 276
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EXHIBIT "C" RETAINING WALL MAINTENANCE

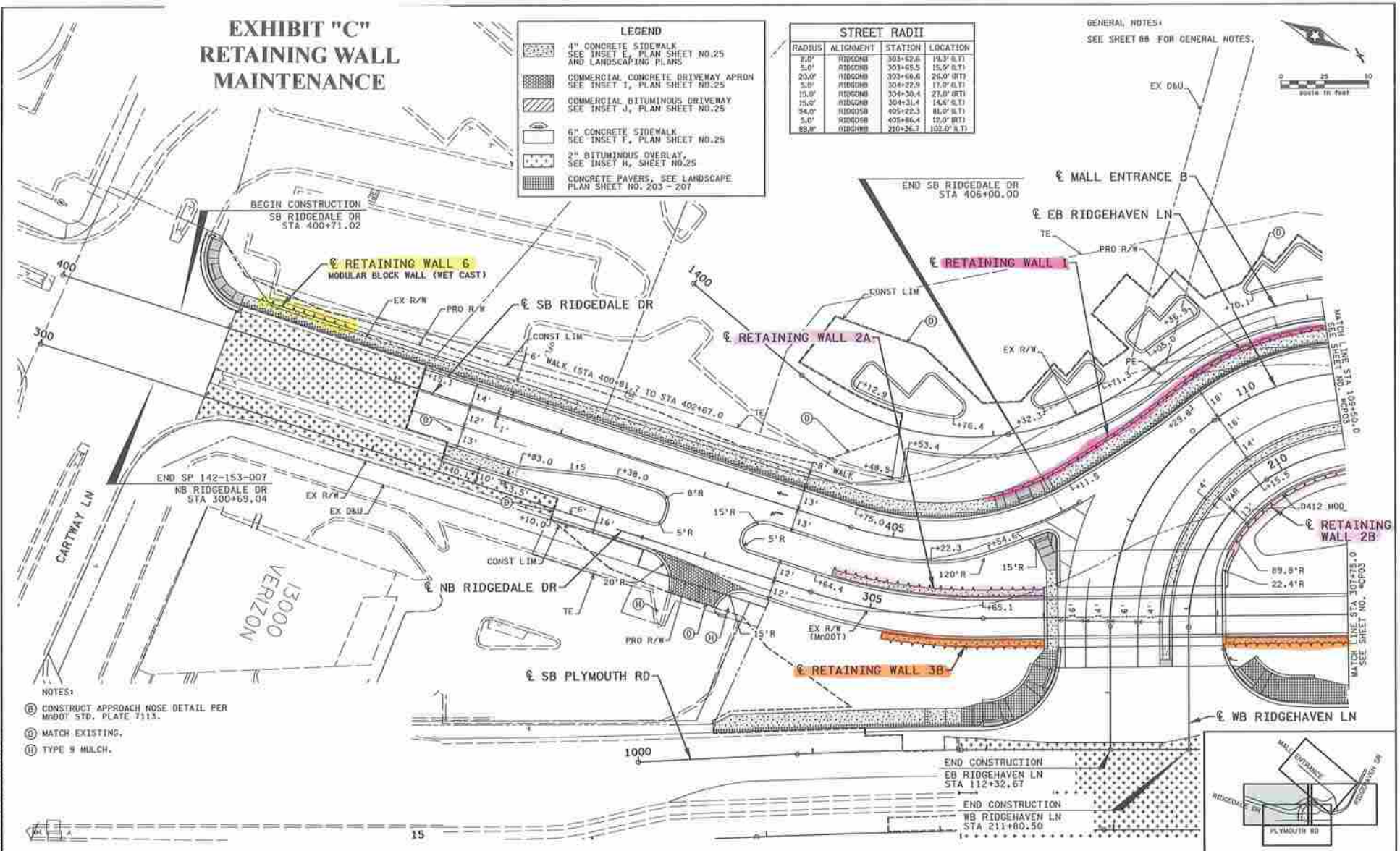
LEGEND

- 4" CONCRETE SIDEWALK
SEE INSET E, PLAN SHEET NO.25
AND LANDSCAPING PLANS
- COMMERCIAL CONCRETE DRIVEWAY APRON
SEE INSET I, PLAN SHEET NO.25
- COMMERCIAL BITUMINOUS DRIVEWAY
SEE INSET J, PLAN SHEET NO.25
- 6" CONCRETE SIDEWALK
SEE INSET F, PLAN SHEET NO.25
- 2" BITUMINOUS OVERLAY,
SEE INSET H, SHEET NO.25
- CONCRETE PAVERS, SEE LANDSCAPE
PLAN SHEET NO. 203 - 207

STREET RADII

RADIUS	ALIGNMENT	STATION	LOCATION
8.0'	RIDGDA	303+82.6	15.3' RTI
5.0'	RIDGDA	303+85.5	15.0' RTI
20.0'	RIDGDA	303+66.6	26.0' RTI
5.0'	RIDGDA	304+22.9	17.0' RTI
15.0'	RIDGDA	304+30.4	27.0' RTI
15.0'	RIDGDA	304+31.4	14.8' RTI
34.0'	RIDGDA	405+22.3	8.0' RTI
5.0'	RIDGDA	405+86.4	12.0' RTI
88.8'	RIDGDA	210+26.7	102.0' RTI

GENERAL NOTES:
SEE SHEET 88 FOR GENERAL NOTES.



11/17/17
 11/17/17
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NO	DATE	BY	CHKD	APPR	REVISION

I hereby certify that the plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

In Testimony:
 STEVEN J. MILLER
Steven J. Miller
 Date: 11/17/17 License # 41327

STATE PROJECT NO. 142-353-007
 STATE PROJECT NO. 2382-154-010-300
 COUNTY PROJECT NO. X
 CITY PROJECT NO. 16500

DRAWN BY: J. VAN BECK
 DESIGNED BY: M. ASSEF
 CHECKED BY: S. MILLER
 COMM. NO. D192316



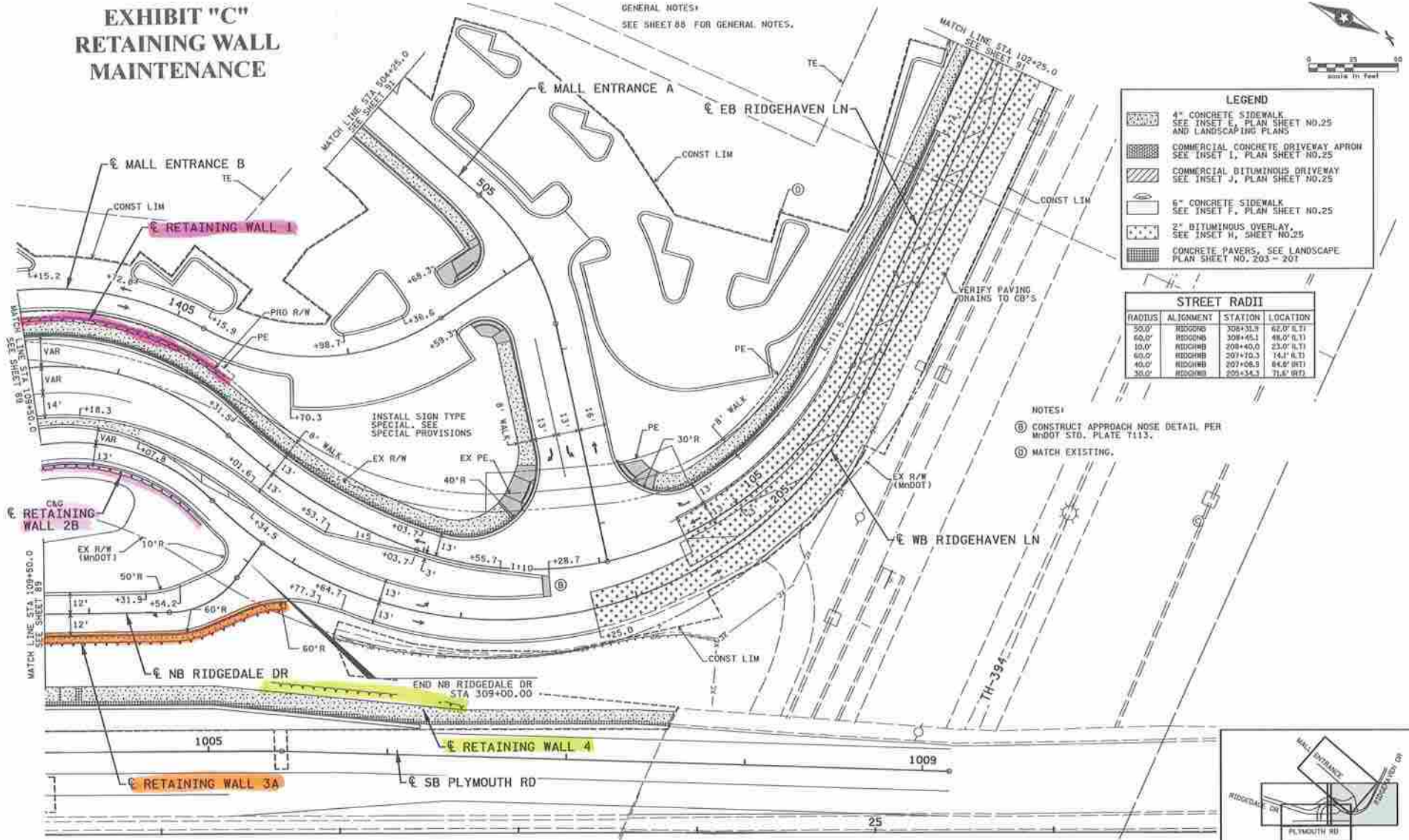
ENGINEERS
 PLANNERS
 DESIGNERS

CITY OF MINNETONKA
 CONSTRUCTION PLAN
 RIDGEDALE DRIVE / RIDGEHAVEN LANE
 RIDGEDALE DR

SHEET 89 OF 276

EXHIBIT "C" RETAINING WALL MAINTENANCE

GENERAL NOTES:
SEE SHEET 88 FOR GENERAL NOTES.



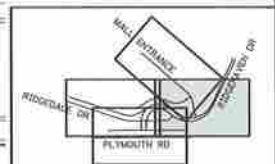
LEGEND

- 4" CONCRETE SIDEWALK
SEE INSET E, PLAN SHEET NO.25
AND LANDSCAPE PLANS
- COMMERCIAL CONCRETE DRIVEWAY APRON
SEE INSET L, PLAN SHEET NO.25
- COMMERCIAL BITUMINOUS DRIVEWAY
SEE INSET J, PLAN SHEET NO.25
- 6" CONCRETE SIDEWALK
SEE INSET F, PLAN SHEET NO.25
- 2" BITUMINOUS OVERLAY
SEE INSET H, SHEET NO.25
- CONCRETE PAVERS, SEE LANDSCAPE
PLAN SHEET NO. 203 - 201

STREET RADII

RADIUS	ALIGNMENT	STATION	LOCATION
50.0'	RIDGEB	308+31.3	62.0' R/LI
60.0'	RIDGEB	308+45.1	48.0' R/LI
15.0'	RIDGEB	208+40.0	23.0' R/LI
60.0'	RIDGEB	207+10.3	14.1' R/LI
40.0'	RIDGEB	207+06.3	6.6' R/LI
30.0'	RIDGEB	205+34.3	71.6' R/LI

- NOTES:**
- ⓐ CONSTRUCT APPROACH NOSE DETAIL PER MNDOT STD. PLATE T113.
 - ⓑ MATCH EXISTING.



NO	DATE	BY	CHKD	APPRD	REVISION

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

Print Name: **STEVEN J. MILLER**
Steven J. Miller
 Date: 11/17/17 License # 41327

STATE PROJECT NO. 14P-153-007
 DRAWN BY: J. VAN BEEK
 DESIGNED BY: M. JOHFF
 CHECKED BY: S. MILLER
 COUNTY PROJECT NO. 218-154 (TH 394)
 CITY PROJECT NO. 16501
 COMM. NO. 0169236

SRE ENGINEERS
 PLANNERS
 DESIGNERS
 Consulting Group, Inc.

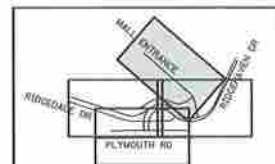
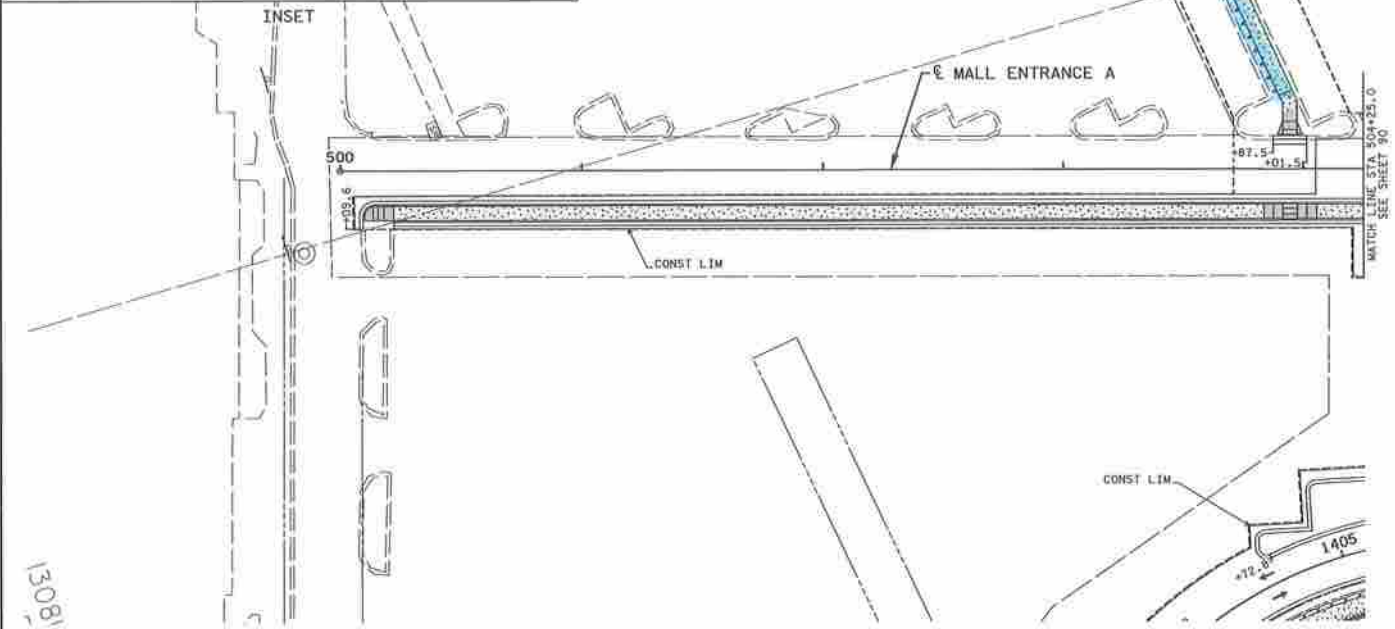
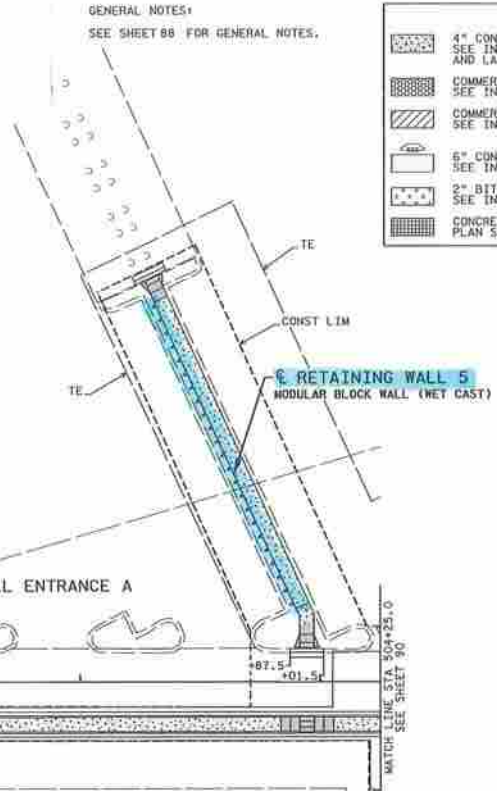
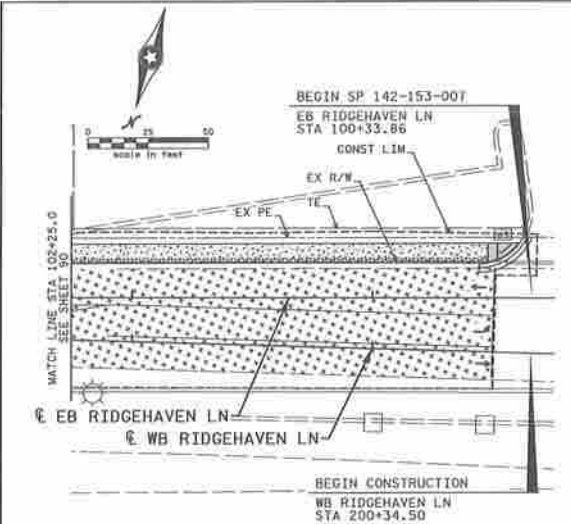
CITY OF MINNETONKA
 CONSTRUCTION PLAN
 RIDGEDALE DRIVE / RIDGEHAVEN LANE
 RIDGEHAVEN DR

SHEET
 90
 OF
 276

EXHIBIT "C" RETAINING WALL MAINTENANCE

GENERAL NOTES:
SEE SHEET 88 FOR GENERAL NOTES.

LEGEND	
	4" CONCRETE SIDEWALK SEE INSET E, PLAN SHEET NO.25 AND LANDSCAPING PLANS
	COMMERCIAL CONCRETE DRIVEWAY APRON SEE INSET I, PLAN SHEET NO.25
	COMMERCIAL BITUMINOUS DRIVEWAY SEE INSET J, PLAN SHEET NO.25
	6" CONCRETE SIDEWALK SEE INSET F, PLAN SHEET NO.25
	2" BITUMINOUS OVERLAY SEE INSET H, SHEET NO.25
	CONCRETE PAVERS, SEE LANDSCAPE PLAN SHEET NO. 203 - 207



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11/17/11
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NO	DATE	BY	CHKD	APPR	REVISION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Printed Name: **STEVEN J. MILLER**
Date: 11/17/11 License # 41321

STATE PROJECT NO. 142-153-007
STATE PROJECT NO. 2189-154-176-230
COUNTY PROJECT NO. X
CITY PROJECT NO. 16501
URBAN BY: J. VAN RESE
DESIGNED BY: M. SUTZ
CHECKED BY: S. MILLER
COMM. NO. 0189236



CITY OF MINNETONKA
CONSTRUCTION PLAN
RIDGEDALE DRIVE / RIDGEHAVEN LANE
MALL ENTRANCE

SHEET 91 OF 276



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This agreement is entered into by and between the City of Minnetonka (“Local Government”) and the State of Minnesota acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government’s agent in accepting federal funds on the Local Government’s behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration (“FHWA”) federal funds, hereinafter referred to as the “Project(s)”; and
2. This agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and
 - 2.2. This agreement supersedes agreement number old (01644)
 - 2.3. This project is for construction not research and development.
 - 2.4. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. Upon the effective date, this agreement will supersede agreement 01644.

2. Local Government’s Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed licensed engineer, (“Project Engineer”), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government, to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

- 2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).
- 2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
- 2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.
- 2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
- 2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the Local Government will receive the sealed bids.
- 2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.
- 2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
- 2.3.6. The Local Government will receive and open bids.
- 2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 2.3.8. The Local Government entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy.
- 2.4. **Contract Administration.**
- 2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as provided in Section 18 of this agreement.

- 2.4.2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. **Limitations.**

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial

assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. Utilities. The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

5. Payment

5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or

expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.

- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
- 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
- 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
- 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
- 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds
- 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements including, but not limited to, 2 CFR Part 200 imposed by the Local Government's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award, twenty four months prior to the **end date** of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
- 7.1. MnDOT's Authorized Representative is:
- Name: Mitchell Rasmussen, or his successor.
- Title: State Aid Engineer
- Phone: 651-366-4831
- Email: Mitch.rasmussen@state.mn.us
- MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2. The Local Government's Authorized Representative is:
- Name: Will Manchester or his/her successor.
- Title: Minnetonka City Engineer
- Phone: 952-939-8232
- Email: wmanchester@eminnetonka.com
- If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 8.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

9. Liability and Claims

9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

10.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.

10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

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

14. Termination; Suspension

- 14.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
- 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not 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. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
15. **Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
16. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
17. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or

intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 18. Appendix II 2 CFR Part 200 Federal Contract Clauses.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
- 18.1. Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.2. Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.3. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 18.4. Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.5. Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 18.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 18.11. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 18.12. **Nondiscrimination.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be

subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.

18.13. Federal Funding Accountability and Transparency Act (FFATA).

18.13.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.

- 18.13.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.13.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
- 18.13.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
- 18.13.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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City of Minnetonka

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

City Council Agenda Item #15A
Meeting of Jan. 24, 2018

Brief Description: Appointment of Councilmember Tim Bergstedt to the I-494 Joint Powers Organization

Recommended Action: Approve the appointment

Background

On Jan. 8, 2018, the city council approved the appointments of the representatives to various outside boards, commissions and committees. These appointments are indicated on the attached listing by a single asterisk next to the committee name. The appointments that are not made on an annual basis are indicated by a single spade next to the committee name.

The list has one open position that needs council approval. Councilmember Tim Bergstedt has agreed to represent the city of Minnetonka on the I-494 Joint Powers Organization. The updated list is attached.

Recommendation

Approve the following appointment:

- Tim Bergstedt as the Minnetonka City Council representative to the I-494 Joint Powers Organization.

Submitted through:

Brad Wiersum, Mayor
Geraldyn Barone, City Manager

Originated by:

Pat Schutrop, Administrative Assistant

City of Minnetonka

2018 Council Representatives/Staff Participant or Contact

Committee * - rep appointed annually by official council action ♣ - rep appointed when term ends by official council action	Council Representative	Staff Participant/Contact ** - official participant * ^a - alternate * ^L - liaison
CITY ASSOCIATIONS		
LMC Improving Fiscal Futures Committee	None	**Geraldyn Barone
LMC Improving Service Delivery Committee	None	None
LMC HR & Data Practices Committee	None	**Corrine Heine; * ^a Jason Branstrom
LMC Board	Brad Wiersum	None
*Metro Cities Legislative Contact	Brad Wiersum	**Geraldyn Barone
Metro Cities Municipal Revenue & Tax Committee	None	Merrill King
Metro Cities Metropolitan Agencies Committee	None	None
Metro Cities Transportation & Gen. Gov't Committee	None	Geraldyn Barone
Metro Cities Housing & Econ. Develop. Committee	Patty Acomb	Julie Wischnack
*MLC Board of Directors	Brad Wiersum	**Geraldyn Barone
NLC Energy, Environment, & Natural Resources Steering Committee	Patty Acomb	None
REGIONAL ORGANIZATIONS		
♣Bassett Creek Watershed Mgmt. Commission	*Mike Fruen & Bill Monk * ^a	Will Manchester
SW LRT Comm. Works Steering Committee	Tony Wagner & * ^a Brad Wiersum	**Julie Wischnack
SW LRT Mgmt Committee	Brad Wiersum & * ^a Tony Wagner	Julie Wischnack
SW LRT Executive Change Control Board	Brad Wiersum	Julie Wischnack
SW LRT Community Advisory Committee	Brian Kirk & Shriajoy Abry	None
Southwest LRT Business Advisory Committee	Dave Pellner & Dan Duffy (Twinwest)	None
*I-494 Joint Powers Organization	Tim Bergstedt	**Julie Wischnack
Lake Minnetonka Area Mayors Group	Brad Wiersum	None
♣Lake Minnetonka Conservation District	Sue Shuff	Geraldyn Barone
Minnehaha Creek Watershed District	Bill Becker; * ^a Patty Acomb	Will Manchester
Nine Mile Creek Watershed District	Maressia Twele	Will Manchester
Regional Council of Mayors	Brad Wiersum	Geraldyn Barone
Riley/Purgatory Creek Watershed District	Leslie Yetka	Will Manchester
*Southwest Suburban Cable Commission	Deb Calvert & * ^a Robert Ellingson	**Patty Latham
*Suburban Rate Authority	None	**Corrine Heine * ^a Perry Vetter
Active Living Hennepin Communities	None	**Kelly O'Dea
MINNETONKA AREA ORGANIZATIONS		
*Bennett Family Park Board	None	**Darin Ellingson
Caring Youth Awards Committee	Brad Wiersum	Kari Spreeman
Charter Commission		* ^L Corrine Heine
♣Economic Development Advisory Comm (EDAC)	Tony Wagner * ^a Deb Calvert	* ^L Alisha Gray & * ^a Julie Wischnack
Glen Lake Golf Course Operating Committee	None	**Kelly O'Dea
Hopkins SD Schools/Cities	Brad Wiersum	Geraldyn Barone
Hopkins SD Hopkins One Voice	None	Andy Gardner
Hopkins Schools & Communities in Partnership	Patty Acomb	Alisha Gray
Hopkins Community Ed Advisory Council	None	Kelly O'Dea
Juvenile Diversion (Northern Star Council)	None	Scott Boerboom
Minnetonka Family Collaborative (SD #276)	Patty Acomb	Alisha Gray
Minnetonka Fire Fighters Relief Association	Brad Wiersum	John Vance & Merrill King
*Minnetonka SD Community Ed Advisory Council	None	**Sara Woeste
Minnetonka SD Schools/Cities	Brad Wiersum	Geraldyn Barone
Minnetonka SD Tonka Cares	Patty Acomb	Vacant
*Music Association of Minnetonka (MAM)	None	**Kelly O'Dea
SW Twin Cities Beyond the Yellow Ribbon	None	Kari Spreeman
*West Hennepin Affordable Housing Land Trust	Brad Wiersum	Julie Wischnack & Alisha Gray
*Wayzata Schools Cmty Collaboration Council	None	**Alisha Gray

Revised Jan. 2018