DEEPHAVEN CITY COUNCIL WORKSHOP
COUNCIL CHAMBERS, CITY HALL
20225 COTTAGEWOOD ROAD
5:00 P.M. Monday, February 2nd, 2026

AGENDA

5:00 P.M. COUNCIL WORKSHOP

1. Pickleball Sound Mitigation Discussion
2. Retaining Wall Ordinance Discussion

6:00 P.M. HOCKEY RINK RIBBON CUTTING W/ EDELSON

DEEPHAVEN CITY COUNCIL WORKSHOP MEMORANDUM

20225 COTTAGEWOOD ROAD, DEEPHAVEN, MN 55331

City Council Workshop
Monday, February 2, 2026
Pickleball Noise Concerns

Deephaven residents Maggie and Dan Eaton first reached out to the Park Committee a few years ago to express their concerns over the impact of the noise from the tennis / pickleball courts to the enjoyment of their property. Past Administration had discussed options for sound mitigation with the Eatons, but no projects or plans were formalized or advanced beyond the discussion level. The Eatons renewed their concerns in 2025 upon learning that Village Hall Park would have pickleball courts expanded from the prior two courts to a new design and layout featuring three pickleball courts. To accommodate the construction of these formalized courts, Village Hall Park would reduce the tennis courts designed for that space from three to two. Attached for your review is graphic showing the location of the Eaton property and it's proximity to the Village Hall Park tennis and pickleball courts.

In the fall of 2025, contractors began the construction of the new tennis and pickleball courts in Village Hall Park. Maggie Eaton met with Staff and discussed a landscaping plan they were considering to shield and reduce the noise and impact of the pickleball courts on their property. Staff discussed these plans, along with the Eaton's request for financial contribution from the City, with both the Park Board and the City Council. The Park Board expressed concern over the policy of funding improvements on public or private property to shield or mitigate park improvements. This concern was shared by the City Council, along with concerns regarding expansion of landscaping or screening improvements that would likely need to be incorporated into the other City parks and recreational facilities.

Staff have shared these policy concerns with the Eatons and have discussed their additional concerns of trespassing from the park onto their property, the condition and safety concerns regarding a small concrete retaining wall in Village Hall Park, noise concerns related to radios and music being played in the tennis and pickleball courts, and concerns over the hours of usage of the park facilities; most notably the tennis and pickleball courts. Staff indicated to the Eatons that signage could be installed that reinforce the City's quiet hours that apply to contractors and construction, and shared that the design of the tennis and pickleball courts shifted access and egress to and from the courts away from their property and onto the abutting trail that runs along Cottagewood Road.

Maggie and Dan Eaton, along with several of their neighbors, have asked to meet with the Council to better express their concerns over the use of Village Hall Park and the tennis and pickleball courts, and to renew their request for sound mitigation or financial contribution to screening and buffers to be installed along the shared property line. Staff have set this matter on for Workshop at 5 p.m. to discuss and review these concerns with the Council.

In preparation for this meeting, Staff conducted some initial research on sound mitigation options that have been employed in other cities to address resident concerns over pickleball noise. The most common form of mitigation has been the inclusion of sound dampening alternatives that are affixed directly to the chain link fencing surrounding pickleball courts. City Engineer, Steve Hegland, provided some additional information and recommendations related to this as an option and suggests that sound dampening, if considered, would be recommended to be installed around the three sides of the fencing abutting the pickleball area of play as shown in the second attachment. This would require approximately 280 linear feet of material that would span from near the top of the fencing to the base of the asphalt surface of play, approximately 8 to 10 feet in height. Here is a quick review of the options, along with estimated costs and product pictures as shown in the second attachment:

Tennis Court Screening Pro Tennis Privacy Screen by FenceScreen
Approximate Cost: $3,250
Installed: Public Works

- Privacy and wind screen common around tennis courts
- No documentation on noise reduction.
- Lowest cost option but unknown if it will provide notable reduction in noise.

Acoustic Wrap
Approximate Cost: $18,200
Installation: Public Works

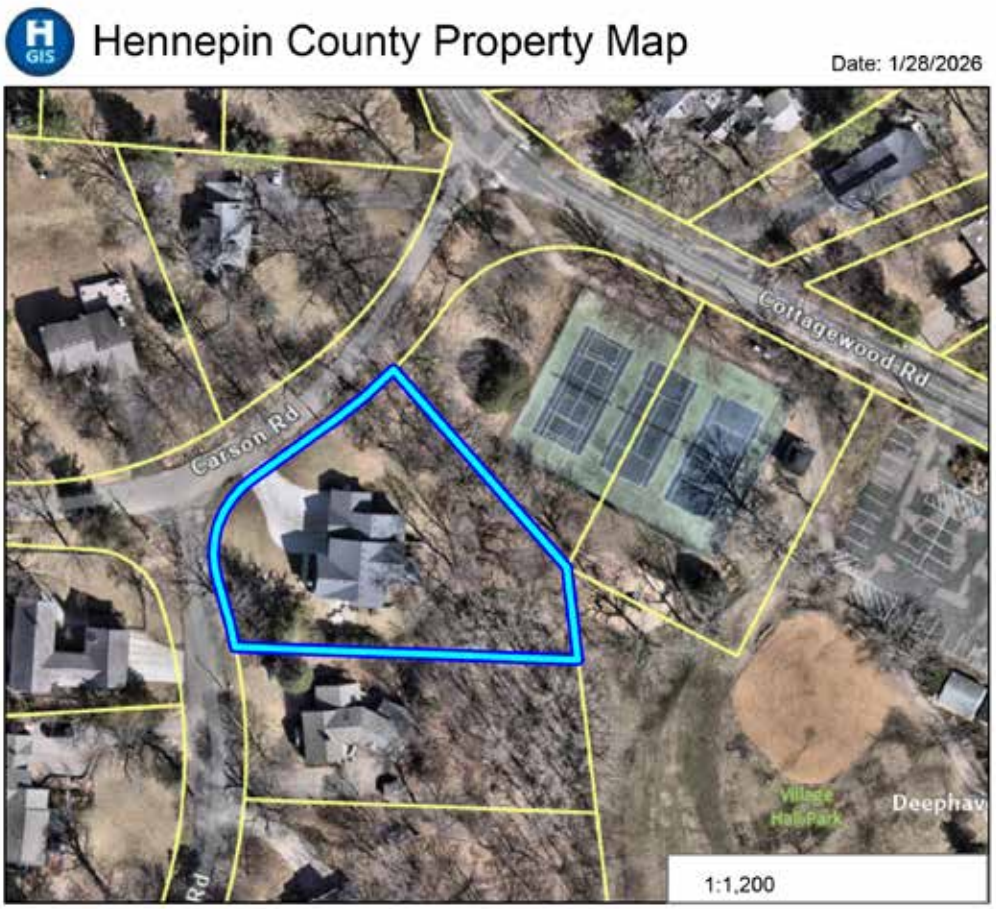
- An acoustic dampening material advertised to dampen noise from pickleball facility.
- Laboratory testing notes reduces acoustic levels by up to 32 db. (estimated at 50%). There was no field testing information available.
- Comes in 4'x10' panels which would be placed horizontally in two rows (8' height)

Acoustiblock
Cost: $32,500
Installation: Public Works

- Tested and preferred system by USA Pickleball Association
- Numerous facilities utilize this material throughout the united states
- Comes in green and black finishes
- Comes in 10'x6' panels which would be placed vertically around facility.
- Approximately 50% reduction in noise with field studies performed.

Members of the Counil, Staff and the Eatons and neighbors can discuss this matter in more detail on Monday night. Thank you, and as always, please feel free to email or call with any questions, comments or concerns or requests for additional information you may have prior to the meeting.

Dan Madsen
City Administrator, Special Counsel
Deephaven, Minnesota



PARCEL ID: 2411723330047

OWNER NAME: Margaret E Eaton Trust

PARCEL ADDRESS: 20245 Carson Rd,Deephaven MN 55331

Comments:

Proximity of Eaton property to Village hall Park Tennis and Pickleball Courts



Pickleball and Tennis Court space. Area depicted in green wouldbe area to have sound mitigation installed

Pickleball Sound Dampening Options



Tennis Court Screening Pro Tennis Privacy Screen by Fence-Screen
Cost: $5,000
Installed: Public Works

Privacy and wind screen common around tennis courts
No documentation on noise reduction.
Lowest cost option but unknown if it will provide any reduction in noise.



Acoustic Wrap
Cost: $28,000
Installation: By City Staff

An acoustic dampening material advertised to dampen noise from pickleball facility.
Laboratory testing notes reduces acoustic levels by up to 32 db. (estimated at 50%). There was no field testing information available.
Comes in 4’x10’ panels which would be placed horizontally in two rows (8’ height)



Acoustiblock
Cost: $50,000
Installation: by City Staff

Tested and preferred system by USA Pickleball Association
Numerous facilities utilize this material throughout the united states
Comes in green and black finishes
Comes in 10’x6’ panels which would be placed vertically around facility.
Approximately 50% reduction in noise with field studies

WS Item 2A

memo

To: City Council

From: Patrick Smith

Date: November 19, 2025

Re: 18870 Lake Avenue Retaining Wall

Mayor and Councilmembers,

I approved the retaining wall below administratively because it met the primary building setbacks and any fill between the retaining wall and the pool is immaterial. If there is any fill between the retaining wall and the pool, it does not affect the stormwater drainage and does not affect the height of the house – two main reasons the City regulates the change of grade.



Zoning Ordinance

- I was told that retaining walls over 3.5 feet in height are considered structures and must meet the principal building setbacks based on the definition of a Structure
- 1345.71 – "Structure" - means anything constructed or erected, the use of which requires more or less permanent location on the ground or attached to something having a permanent location on the ground, except for retaining walls

not having or requiring a railing and not exceeding 3.5 feet in height and fences not exceeding 6 feet in height excluding fences used for athletic purposes as described in Section 1310.08, Subdivision (b).

- There is nothing in the Zoning Ordinance that limits the height of retaining walls.
- 1310.08 – limits the height of fences and walls (full ordinance is attached) to six feet, but I do not consider the "walls" in this section the same as "retaining walls" for the following reasons:
  - There is no definition of a "wall" in the zoning ordinance.
  - It states that walls over 3.5 feet shall be setback from the lot line a distance equal to two-thirds the height, unless the neighboring property owner agrees to a lesser setback. This contradicts what I've been told that retaining walls over 3.5 feet are structures and must meet the principal building setback.
  - This section states fences and walls "shall not be constructed in the lakeshore setbacks described in this section". This would prohibit any retaining wall of any height being within 100 feet of the lakeshore without a variance. I have never seen this provision interpreted this way.
  - Other cities, like Excelsior, include "wall" in the definition of a fence, and then treat the standards for a fence and retaining wall differently (see attached excerpt of the Excelsior Zoning Ordinance).

If the City Council wants to limit the height of all retaining walls to six feet, then staff would recommend the Planning Commission study the issue and recommend amending the zoning ordinance.

DEEPHAVEN CITY COUNCIL MEETING
COUNCIL CHAMBERS, CITY HALL
20225 COTTAGEWOOD ROAD
7:00 p.m. Monday, February 2nd, 2026

AGENDA

1. **CALL MEETING TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVE CONSENT AGENDA**

   A. Approve January 5th, 2026 Workshop and Council Meeting Minutes
   B. Approve Payment of Claims
   C. Approve Resolution Local Board of Appeal and Equalization, April 20th, 2026
   D. Approve Met Council I&I Grant Agreement
   E. Approve Sale of 2006 Sterling PW Plow Truck
   F. Approve Contracts for Pantheon IT Service and Campbell Knutson Prosecution Services
   G. Approve Updated Council Appointments, LMCD Representative and Alternate
   H. Approve purchase of Flock Camera System
   I. Approve Tour De Tonka Special Event
   J. Approve Tonka Trail Trot Special Event

4. **MATTERS FROM THE FLOOR**
   Residents may address the Council on matters not on the agenda and are required to register with the City Administrator and/or the provided sign-up sheet prior to the start of the meeting. Those wishing to speak are limited to three (3) minutes and must state their name and address for the record.

5. **COUNTY UPDATE: COMMISSIONER EDELSON AND MANAGER JODI WENTLAND**

6. **PLANNING & ZONING MATTERS**
   A. Conditional Use Permit to Exceed Hardcover and Variance to Exceed Grading Limit, New Residential Construction at 18800 Highland Avenue
   B. Maximum Building Footprint Discussion
   C. Comprehensive Plan Amendment – Trails and Sidewalks
   D. Sign Ordinance Discussion
   E. Variance review process – second reading

7. **UNFINISHED BUSINESS**

8. **NEW BUSINESS**
   A. 2026 Parking Sticker Discussion / Selection

9. **COUNCIL REPORTS:**
   A. Mayor Report: Public Safety / Public Works, Planning, Weeds, Personnel & Finance
   B. Scherschligt: Park, Personnel & Finance, Events
   C. Jewett: Fire Board
   D. Studer: Public Safety / Public Works
   E. Erdmann: Planning, LMCC Board

10. DEPARTMENT REPORTS

A. Police Department:
B. Excelsior Fire District
C. Public Works
D. Administration
E. Engineering Update

11. ADJOURNMENT

DEEPHAVEN CITY COUNCIL WORKSHOP MINUTES
5:00 p.m., Monday, January 5th, 2026

1. **CALL MEETING TO ORDER:** Mayor Kent Carlson, called the Workshop to order at approximately 5:00 p.m.

   PRESENT: Mayor Kent Carlson and Councilmembers Emily Scherschligt, Tom Erdmann, Tony Jewett and John Studer.
   STAFF: City Administrator / Special Counsel, Dan Madsen

WORKSHOP:

A. Flock Camera Discussion

Members of the Council and Staff discussed the use of Flock Cameras in neighboring cities and considered the perceived benefits and detriments of installing Flock cameras in the City of Deephaven. Members of the Council expressed concern over third-party access and the potential for bad actors to access surveilling technology and records for our residents and community. The Council also discussed the benefits of having our Police Department receive notification of stolen vehicles or other vehicles connected to serious emergency status entered our jurisdiction. The conversation was continued to a future Workshop for additional research and exploration related to the protection of this data and what accessibility, if any, third parties may have to this information. No formal action was taken as this matter was set on for discussion purposes only.

B. Fireworks Fundraising Options

Members of the City Council and Staff discussed the current state of Fireworks and reviewed the options the City had in partnering with nonprofit entities or other groups to help fundraise to offset the expense of the event. The Council also discussed and reviewed a preliminary proposal from the Minnetonka Yacht Club to partner with the City of Deephaven on the event. The proposed agreement with the Yacht Club did not clearly articulate the benefits and responsibilities of the parties, so the matter was continued for future discussion.

C. Maximum Building Footprint Discussion

City Planner, Pat Smith, reviewed the current Zoning Code that regulated a building's size by hardcover percentage and factored stormwater mitigation in that formula. The Council briefly reviewed the merits of tying a building footprint to a percentage or other metric that correlated to the size of the subject property. No formal action was taken as this matter was set on for discussion purposes only.

D. Commercial Signage

City Planner, Pat Smith, let the Council through a discussion regarding lighting in the City's Chowen's Corner commercial area. Members of the Council discussed the City's signage regulations and considered limiting business signage to one or more types of sign illumination; these included back-lit, center channel and internally illuminated signs. No formal action was taken as this matter was set on for discussion purposes only.

E. Retaining Wall Regulations

City Planner, Pat Smith, reviewed the current Zoning Code that regulated retaining wall height after members of the Council and community took notice of a large retaining wall that was constructed in a highly visible area. Staff explained that under the current regulations, the retaining wall did not require any conditional use or variance approvals and was administratively approved for cause. Members of the Staff and Council discussed other options for regulating the height of retaining walls, noting that not every wall should be reviewed, but ones like the wall giving rise to this discussion should require additional scrutiny. No formal action was taken as this matter was set on for discussion purposes only.

Motion was then made by Studer, and seconded by Erdmann, to adjourn the meeting at approximately 6:57 p.m. Motion carried, voting in favor were Carlson, Jewett, Studer, Scherschligt and Erdmann, and the workshop was adjourned.

Typed and submitted Thursday, January 29th, 2026
Dan Madsen
City Administrator / Special Counsel
Deephaven, Minnesota

DEEPHAVEN CITY COUNCIL MEETING MINUTES
7:00 P.M. Monday January 5th, 2026

1.**CALL THE MEETING TO ORDER:** Mayor Carlson called the meeting to order at approximately 7:00 p.m.

PRESENT: Mayor Kent Carlson, Councilmembers Emily Scherschligt, Tony Jewett, John Studer and Tom Erdmann

STAFF PRESENT: City Administrator Dan Madsen, Pat Smith City Planner, Kimberly Lenarz-Greenwladt and City Engineer Steve Hegland with Stantec,

GUEST: Steve Tallen, Otto Simmering

2. PLEDGE OF ALLEGIANCE:

The Council recited the Pledge of Allegiance

3. APPROVE THE CONSENT AGENDA:

Motion was made by Jewett and seconded by Studer, to approve the Consent Agenda removing F and G as listed on the agenda and to approve the following items;

A. Approve December 8th, 2025 Workshop & Council Meeting Minutes
B. Approve Payment of Claims
C. Approve Resolution 01-26 Establishing Deephaven 2026 Calendar
D. Approve Resolution 02-26 Designating 2026 Committee Assignments
E. Approve Resolution 03-26 Establishing Schedule of Administration Fee
F. Removed
G. Removed
H. Approve Tree Removal Contract
I. Approve hiring Maria Borell as Permit Clerk
J. Approve 2026 Engineering Services Letter of Engagement
K. Approve 2026 Abdo Audit Letter of Engagement

Motion Carried, voting in favor was Mayor Carlson and Councilmembers Scherschligt, Jewett, Studer and Erdmann. 5/0 vote.

4. MATTERS FROM THE FLOOR:
None

5. STEVE TALLEN PROSECUTION UPDATE:

Steve thanked the Council for his 32 plus years working with Deephaven, as he is retiring.

6. PLANNING & ZONNING

A. Side Yard Setback Variance for a Pool at 5120 Hooper Lake Road

Smith presented the staff report. The applicant constructed a swimming pool that ended up being two feet into the side yard setback and is now requesting a variance.

Councilmember Scherschligt asked about placement of the pool. Smith stated the pool did not change position, but the decking increased in width.

Otto Simmering, property owner, addressed the City Council. They increased the width of the decking based on the recommendation of the pool company for safety reasons.

Councilmember Studer said the variance request is reasonable and was an honest mistake. Councilmember Scherschligt said the extra two feet will not impact the neighbors and is not especially egregious. Councilmember Erdmann said a two-foot walkway is reasonable. He was appreciative of the homeowner for owning the mistake. Councilmember Jewett stated that pool decking and thus the need for the variance was created by the landowner. Mayor Carlson would support the variance of two feet as most of the pool activity would be on the other side of the pool.

Motion by Councilmember Studer, seconded by Councilmember Scherschligt, to accept the findings and recommendation of the Planning Commission and approve the variance to encroach two feet into the side yard setback for a swimming pool at 5120 Hooper Lake Road based on the variance request is: 1) consistent with the Comprehensive Plan and zoning ordinance, 2) is reasonable, 3) does not alter the essential character of the neighborhood. Motion carried 4/1, with Councilmember Erdmann voting nay.

B. Grading Limits and Building Height Definition

Smith presented the staff report.

Councilmember Erdmann stated that most new homes excavate for larger basements, but the amount of fill that is spread over the lot would be insignificant. Mayor Carlson said it is not really practical to require a variance to fill in a window well.

Councilmember Studer asked about rate of discharge from the resulting grade. He is concerned with stormwater runoff from newly created steep grades. Councilmember Jewett said having a safeguard for the rear of the house is important. Councilmember Studer said the back elevation needs to be considered.

The City Council was comfortable with a maximum height of 24 feet for flat roofs for smaller lots in the R-3 zoning district. The Council wanted the grade and building height definition to be brought back to the February work session.

C. Variance Review Process

Smith presented the staff report. The City Attorney is recommending the City amend the variance section of the zoning ordinance to clarify that the City Council has the authority to grant variances for any regulation in the zoning ordinance.

Motion by Councilmember Jewett, seconded by Councilmember Erdmann, to waive the first reading and schedule a second reading for February 2, 2025. Motion carried 5/0.

D. Lot Line Adjustment - 20505 Lakeview Avenue

Mayor Carlson recused himself as he is the applicant. Smith presented the staff report. The applicant is requesting a lot line adjustment between two properties that he owns so the common lot line is at a right angle to the front property line.

Motion by Councilmember Studer, seconded by Councilmember Scherschligt, to approved the proposed Lot Line Adjustment. Motion carried 4/0. Mayor Carlson abstained.

7. UNFINISHED BUSINESS:

Nothing

8. NEW BUSINESS:

A. IT Contract

Staff reported on the RFP for managed IT services for the City and Police Department, noting proposals were reviewed and narrowed to CJIS-compliant vendors. After interviews, Pantheon Computers was recommended due to stronger BCA CJIS experience, a more proactive approach, and lower overall cost compared to other proposals. Staff also noted concerns with the City's current reactionary IT support.

Motion was made by Studer and seconded by Erdmann to approve Pantheon Computers for 2026 managed IT services.

Motion carried, Voting in favor was Mayor Carlson and Councilmembers Scherschligt, Jewett, Studer and Erdmann. 5/0 Vote.

B. Prosecution RFP

Staff reported that Deephaven's Criminal Prosecutor, Steve Talen, will retire in early 2026 after approximately 30 years of service. An RFP for prosecution services was issued in October and two proposals were received, including one from Campbell Knutson. Staff

interviewed Campbell Knutson and noted their experience, ability to provide coverage with multiple criminal law attorneys, and support for officer training and 24/7 availability. Staff recommended retaining Campbell Knutson for 2026 prosecution services with an annual retainer of $50,000 for Deephaven and $1,800 for Woodland.

Motion was made by Scherschligt and seconded by Studer to approve Cambell Knutson for the prosecution services.

Motion carried, voting in favor was Mayor Carlson and Councilmembers Scherschligt, Erdmann, Jewett and Studer. 5/0 vote.

C. **2026 Street Project Plans Specifications, Authorize to Bid**

Staff reported that Stantec finalized the scope and phasing for the 2026 Street Improvement Project following the December 1 work session and prepared the plans, specifications, and bidding documents. The project includes a base bid of approximately three miles, two alternate improvement areas, and an alternate bid for Montgomerie Avenue stormwater improvements. Work includes roadway rehabilitation, drainage improvements, storm sewer and culvert replacement, and select sanitary lateral repairs in the ROW. Council was asked to approve the plans and specifications and authorize bidding, with bids opened February 10, 2026 and construction planned for May/June through October 16, 2026.

Motion was made by Studer and seconded by Erdmann to approve the plans and specifications for the 2026 Street Improvement Project and to authorize project bidding.

Motion carried, Voting in favor was Mayor Carlson and Councilmembers Studer, Erdmann, Scherschligt and Jewett. 5/0 Vote.

D. Resolution of Appreciation

Staff proposed establishing a new annual tradition through adoption of a Resolution of Appreciation to formally recognize individuals in the community who have been helpful or dedicated time and effort. Staff noted the resolution may not include every deserving individual, but is intended as a meaningful first step and the start of an ongoing annual recognition.

Motion was made by Erdmann and seconded by Scherschligt to approve Resolution 05-26 Resolution of Appreciation.

Motion was carried, Voting in favor was Mayor Carlson and Councilmembers Erdmann, Scherschligt, Studer and Jewett. 5/0 Vote.

9. COUNCIL REPORTS:

A. Mayor Report: Nothing new to report

B. Scherschligt: Park Board meeting 1/6/2026 with a lot on the agenda, so I will bring back report. Warming House is on the agenda for 2026.

C. Jewett: Meeting coming up the end of January. No report currently.

D. Studer: Public works have been busy plowing and keeping up with he rinks. Meeting coming up on the 3rd.

E. Erdmann: Pat gave a report on what the Planning Commission has been working on. Finalizing the building for LMCD, hopefully finishing everything up in January.

10. DEPARTMENT REPORTS:

A. Police: Not to many traffic reports, but a lot of medical calls.

B. Excelsior Fire Dept: already covered

C. Public Works: nothing new to report

D**. Administration:** Beach Patrol is looking good most of the life guards are coming back, looks like we might me expanding the two beaches. Maria starts next Monday and Diane is doing a great job training.

E. Engineering Update: Steve has been busy working on the 2026 street project and working with Andrew to get the grant money.

11. ADJOURNEMNT:

Motion was made by Studer and seconded by Jewett to adjourn the Regular City Council Meeting at 8:40pm.

Motion carried, Voting in favor was Mayor Carlson and Councilmembers Scherschligt, Studer, Jewett and Erdmann. 5/0 Vote.

Typed Respectfully on January 29,2026
By: Kimberly Lenarz-Greenwaldt
Deephaven City Clerk

CITY OF DEEPHAVEN

*Check Detail Register©

Batch: PAY260115,PAY260129

Check #	Check Date	Vendor Name		Amount	Invoice	Comment
10100 CASH						
41955	01/15/26	**Abdo LLP**				
E 101-41100-301		AUDITING		$8,000.00	516703	12/2025 audit services
			Total	$8,000.00		
41956	01/15/26	**ARCpoint Labs of Edina**				
E 101-43900-309		PROFESSIONAL SERVIC		$65.95	18048	DOT testing
			Total	$65.95		
41957	01/15/26	**BLUE CROSS BLUE SHIELD OF MINNESOTA**				
G 101-21718		BLUE CROSS BLUE SHI		$117.62	25123143748	12/2025 Vision Insurance
			Total	$117.62		
41958	01/15/26	**BOND TRUST SERVICES CORPORATION**				
E 501-51000-602		DEBT PRINCIPAL		$155,000.00	100007	2019A GO Street Reconstruction Bonds - 2026 Principal
E 501-51000-612		DEBT INTEREST		$13,950.00	100007	2019A GO Street Reconstruction Bonds - 2026 1st Half Interes
E 101-41400-309		PROFESSIONAL SERVIC		$475.00	101360	Series 2019A GO Bond Paying Agent Fee
			Total	$169,425.00		
41959	01/15/26	**Braun Intertec Corporation**				
E 401-45100-590		CAPITAL OUTLAY		$2,294.50	IN1002355	City Hall Park Hockey Rink Concrete Testing
			Total	$2,294.50		
41960	01/15/26	**CHRIS BENNIS**				
E 101-43900-321		COMMUNICATIONS-TEL		$250.00	Q1 2026 Cell	Q1 2026 Cell Phone Reimbursement
			Total	$250.00		
41961	01/15/26	**CINTAS CORP**				
E 101-43900-211		UNIFORMS		$17.71	4255215917	Uniform service
E 101-43900-211		UNIFORMS		$152.71	4255989714	Uniform service
			Total	$170.42		
41962	01/15/26	**CITY OF MINNETONKA**				
E 601-49400-382		UTILITY-WATER		$16,481.00	Q4 2025 Wat	Q4 2025 Water Services
			Total	$16,481.00		
41963	01/15/26	**CITY OF SHOREWOOD**				
E 601-49400-382		UTILITY-WATER		$4,971.12	2025 4th Qua	2025 4th Quarter Water Services
			Total	$4,971.12		
41964	01/15/26	**CLS Operating**				
E 101-42100-333		VEHICLE MAINTENANCE		$91.56	16224 12/31/	12/2025 PD car washes
			Total	$91.56		
41965	01/15/26	**Daimler Truck Financial Svcs USA**				
E 402-43100-590		CAPITAL OUTLAY		$49,086.47	007260307	Enterprise Freightliner Lease
			Total	$49,086.47		
41966	01/15/26	**DEAKYNES TRUE VALUE HARDWARE**				
E 101-45100-229		R&M SUPPLIES		$15.98	A473657	Drain cleaner
			Total	$15.98		

CITY OF DEEPHAVEN

*Check Detail Register©

Batch: PAY260115,PAY260129

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
41967	01/15/26	**DVS RENEWAL**			
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$20.25	00-01085863	dvs renewal
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$20.25	00-01593527	dvs renewal
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$20.25	00-01634968	dvs renewal
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$20.25	00-01663807	dvs renewal
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$24.25	00-02703147	dvs renewal
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$20.25	00-02963669	dvs renewal
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$20.25	00-03126607	dvs renewal
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$20.25	00-03159809	dvs renewal
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$20.25	00-04391761	dvs renewal
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$20.25	00-04445915	dvs renewal
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$20.25	00-04679057	dvs renewal
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$20.25	00-04702790	dvs renewal
		Total	$247.00		
41968	01/15/26	**EdinAlarm Inc**			
E 101-42100-309		PROFESSIONAL SERVIC	$1,100.00	137680	Repair PD Camera System
		Total	$1,100.00		
41969	01/15/26	**GALLS LLC**			
E 101-42100-211		UNIFORMS	$347.39	033504699	Boots, pepper spray for PD uniforms
		Total	$347.39		
41970	01/15/26	**GOPHER STATE ONE CALL**			
E 602-43200-439		MISCELLANEOUS	$37.80	5120338	Utility Locates
		Total	$37.80		
41971	01/15/26	**Great Lakes Salt Company**			
E 101-43100-224		MAINTENANCE	$3,170.77	INV179066	Road salt
		Total	$3,170.77		
41972	01/15/26	**HENNEPIN COUNTY ACCOUNTS RECEIVABLE**			
E 101-43900-323		RADIO	$139.16	1000259130	12/2025 PW Radio Fees
E 101-42100-323		RADIO	$1,431.18	1000259178	12/2025 PD MDC & Radio Fees
E 101-42100-302		JAIL HOUSE FEES	$75.00	1000259738	12/2025 Jail Booking Fees
		Total	$1,645.34		
41973	01/15/26	**HOME DEPOT CREDIT SERVICES**			
E 101-43900-229		R&M SUPPLIES	$738.68	2190761	Chemicals, tools, Shop supplies, impact wrench
		Total	$738.68		
41974	01/15/26	**JANEX INC**			
E 101-42100-201		OFFICE SUPPLIES	$373.68	99340	Toilet paper and paper towels - PD
		Total	$373.68		
41975	01/15/26	**JEFF KASK**			
E 101-41900-307		JANITORIAL SERVICES	$300.00	1/7/2026	Clean City Hall/Police Dept/Public Works Dept
E 101-43900-321		COMMUNICATIONS-TEL	$250.00	Q1 2026 Cell	Q1 2026 Cell Phone Reimbursement
		Total	$550.00		
41976	01/15/26	**Jeremy Pickus**			
E 101-43900-321		COMMUNICATIONS-TEL	$250.00	Q1 2026 Cell	Q1 2026 Cell Phone Reimbursement

CITY OF DEEPHAVEN

*Check Detail Register©

Batch: PAY260115,PAY260129

Check #	Check Date	Vendor Name		Amount	Invoice	Comment
			Total	$250.00		
41977	01/15/26	**KIESLER POLICE SUPPLY**				
E 101-42100-231		TRAINING SUPPLIES-FI		$91.76	SI105771	Lithium batteries - PD
			Total	$91.76		
41978	01/15/26	**Laketown Electric Corporation**				
E 401-45100-590		CAPITAL OUTLAY		$90,980.00	42816	Lighting install for City Hall Park Hockey Rink
			Total	$90,980.00		
41979	01/15/26	**MARK JOHNSON**				
E 101-43900-321		COMMUNICATIONS-TEL		$250.00	Q1 2026 Cell	Q1 2026 Cell Phone Reimbursement
			Total	$250.00		
41980	01/15/26	**MATT MORRIS**				
E 101-43900-321		COMMUNICATIONS-TEL		$250.00	Q1 2026 Cell	Q1 2026 Cell Phone Reimbursement
			Total	$250.00		
41981	01/15/26	**MEDIACOM**				
E 101-41400-321		COMMUNICATIONS-TEL		$359.98	8384 97 500	1/2026 internet service - Admin
E 101-42100-321		COMMUNICATIONS-TEL		$359.97	8384 97 500	1/2026 internet service - PD
			Total	$719.95		
41982	01/15/26	**METROPOLITAN COUNCIL**				
E 602-43200-309		PROFESSIONAL SERVIC		$63,672.05	0001199342	2/2026 Wastewater Service
			Total	$63,672.05		
41983	01/15/26	**MN CHIEFS OF POLICE ASSOC**				
E 101-42100-433		DUES & SUBSCRIPTION		$380.00	22099	2026 Membership
			Total	$380.00		
41984	01/15/26	**MN DEPT OF LABOR & INDUSTRY**				
G 101-20805		DTOG - STATE SURCHA		$6,063.60	December 20	[DECEMBER0530502025] 12/2025 State Surcharges
			Total	$6,063.60		
41985	01/15/26	**MN PEIP**				
G 101-21719		HEALTH PARTNERS-TA		$30,805.64	1591953	2/2026 Health insurance
			Total	$30,805.64		
41986	01/15/26	**MOCIC**				
E 101-42100-433		DUES & SUBSCRIPTION		$100.00	2601166IN	MOCIC annual dues
			Total	$100.00		
41987	01/15/26	**MTI DISTRIBUTING INC**				
E 101-43900-221		EQUIP/VEHICLE SUPPLI		$218.82	150225002	Toro wear shoe
E 101-43900-221		EQUIP/VEHICLE SUPPLI		$220.95	150397400	snowblower skid
			Total	$439.77		
41988	01/15/26	**ON SITE COMPANIES - OSSTC**				
E 101-45100-419		RENTALS		$75.00	0002004872	City hall restroom rental
E 605-45100-419		RENTALS		$75.00	0002004873	Carsons Launch restroom rental
			Total	$150.00		

CITY OF DEEPHAVEN

*Check Detail Register©

Batch: PAY260115,PAY260129

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
41989	01/15/26	**OREILLY AUTOMOTIVE INC**			
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$301.62	3251454637	Loader battery
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$120.64	3251457737	Wiper blades, wash soap
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$59.98	3251457842	Wrench, Trans fluid
E 101-42100-333		VEHICLE MAINTENANCE	$147.18	3251458052	Lug nuts for PD squad cars
		Total	$629.42		
41990	01/15/26	**POPP Communications**			
E 101-41400-321		COMMUNICATIONS-TEL	$223.18	992904829	1/2026 Phone service - Admin
E 101-42100-321		COMMUNICATIONS-TEL	$223.19	992904829	1/2026 Phone service - PD
		Total	$446.37		
41991	01/15/26	**PREMIUM WATERS INC**			
E 101-41400-201		OFFICE SUPPLIES	$98.62	330109-12-2	12/2025 City hall drinking water service
		Total	$98.62		
41992	01/15/26	**ProTree**			
E 101-43100-309		PROFESSIONAL SERVIC	$646.25	1110007716	Ash tree removal
E 101-43100-309		PROFESSIONAL SERVIC	$2,083.75	1110007754	Ash tree removal
E 101-43100-309		PROFESSIONAL SERVIC	$750.00	1110007755	Ash tree removal
		Total	$3,480.00		
41993	01/15/26	**REPUBLIC SERVICES #894**			
E 603-49520-409		R&M CONTRACTURAL-O	$275.00	08940073506	11/28 Unscheduled Organics Pickup
E 603-49520-409		R&M CONTRACTURAL-O	$247.00	08940073506	1/2026 Organics pickup
		Total	$522.00		
41994	01/15/26	**SAMARITAN TIRE PROS**			
E 101-42100-333		VEHICLE MAINTENANCE	$1,168.00	1-GS57391	Tires for PD squad cars
		Total	$1,168.00		
41995	01/15/26	**STANDARD INSURANCE COMPANY**			
G 101-21715		LIFE INSURANCE-NON T	$490.24	00772587000	1/2026 life insurance
		Total	$490.24		
41996	01/15/26	**WACONIA COMFORT**			
E 101-41900-409		R&M CONTRACTURAL-O	$2,242.18	M7027	Furnace tune ups
		Total	$2,242.18		
41997	01/15/26	**WM MUELLER & SONS INC**			
E 101-43100-224		MAINTENANCE	$1,303.53	320414	Sand Mix
		Total	$1,303.53		
41998	01/15/26	**YOOZ**			
E 101-41400-309		PROFESSIONAL SERVIC	$1,433.25	INV26010029	2026 Q1 AP automation service
		Total	$1,433.25		
41999	01/29/26	**AMAZON CAPITAL SERVICES**			
E 101-43900-229		R&M SUPPLIES	$63.13	113-1042516	couplers #7, exit signs
E 101-41900-229		R&M SUPPLIES	$9.99	113-1224197	Air freshener
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$39.98	113-7170165	slow vehicle sign
		Total	$113.10		

CITY OF DEEPHAVEN

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Batch: PAY260115,PAY260129

Check #	Check Date	Vendor Name		Amount	Invoice	Comment
42000	01/29/26	**CATALYST GRAPHICS INC**				
E 101-41400-213		PUBLICATIONS		$1,352.00	48023	Winter newsletter publishing
			Total	$1,352.00		
42001	01/29/26	**Central United Cooperative**				
E 101-43900-212		FUEL		$1,312.01	3630821	diesel fuel
			Total	$1,312.01		
42002	01/29/26	**CINTAS CORP**				
E 101-43900-211		UNIFORMS		$30.00	4256771691	uniform service
E 101-43900-211		UNIFORMS		$29.00	4257517826	uniform service
			Total	$59.00		
42003	01/29/26	**COMPASS MINERALS AMERICA INC**				
E 101-43100-224		MAINTENANCE		$2,493.37	1598929	Road salt
			Total	$2,493.37		
42004	01/29/26	**Cottagewood Store**				
E 101-45100-439		MISCELLANEOUS		$2,000.00	1/22/2026	Contribution to City Hall area winter seasonal lighting
			Total	$2,000.00		
42005	01/29/26	**DEAKYNES TRUE VALUE HARDWARE**				
E 101-43900-229		R&M SUPPLIES		$7.40	A473850	hardware
E 101-42100-333		VEHICLE MAINTENANCE		$60.97	A474204	Garage door opener, magnets, markers
E 101-43900-229		R&M SUPPLIES		$98.11	B444286	Hardware, chargers, clamps
E 101-45100-229		R&M SUPPLIES		$46.96	B444636	hose couplers
E 101-45100-229		R&M SUPPLIES		$20.99	B444951	hand soap
			Total	$234.43		
42006	01/29/26	**DELTA DENTAL OF MINNESOTA**				
G 101-21711		DENTAL FAMILY - NON T		$2,037.55	CNS0002055	2/2026 Dental Insurance
			Total	$2,037.55		
42007	01/29/26	**DORSEY & WHITNEY LLP**				
E 101-42400-304		LEGAL EXPENSES		$220.00	4145261	12/2025 planning legal fees
			Total	$220.00		
42008	01/29/26	**ECM PUBLISHERS INC**				
E 101-41400-351		LEGAL NOTICES		$216.75	1082829	2026 Street Improvement Project Bid Publishing
			Total	$216.75		
42009	01/29/26	**GALLS LLC**				
E 101-42100-211		UNIFORMS		$72.37	033651245	1136 05/01/26
E 101-42100-211		UNIFORMS		$114.72	033748871	PD Uniform pants
			Total	$187.09		
42010	01/29/26	**GRAINGER**				
E 101-43900-221		EQUIP/VEHICLE SUPPLI		$138.81	9771834836	Toro fan belt
			Total	$138.81		
42011	01/29/26	**Guardian Fleet Safety**				
E 101-42100-333		VEHICLE MAINTENANCE		$692.97	304128	PD vehicle siren repairf

CITY OF DEEPHAVEN

*Check Detail Register©

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Check #	Check Date	Vendor Name		Amount	Invoice	Comment
			Total	$692.97		
42012	01/29/26	**Hanson Builders**				
R 101-34960		REFUNDS		$5,000.00	5120 Hooper	Refund 5120 Hooper Lake escrow
			Total	$5,000.00		
42013	01/29/26	**HENNEPIN COUNTY ACCOUNTS RECEIVABLE**				
E 101-42100-309		PROFESSIONAL SERVIC		$12,633.00	1000259895	Deephaven share of mental health professional services
			Total	$12,633.00		
42014	01/29/26	**I-STATE TRUCK CENTERS**				
E 101-43900-221		EQUIP/VEHICLE SUPPLI		$131.29	C241489357	truck antenna #6
			Total	$131.29		
42015	01/29/26	**JEFF KASK**				
E 101-41900-307		JANITORIAL SERVICES		$300.00	1/21/2026	Clean City Hall/Police Dept/Public Works Dept
			Total	$300.00		
42016	01/29/26	**Kustom Karriers**				
E 101-42100-333		VEHICLE MAINTENANCE		$139.00	0003645	PD Squad car towing
			Total	$139.00		
42017	01/29/26	**LEAGUE OF MINNESOTA CITIES**				
E 101-42100-371		REGISTRATION		$720.00	440250	PD online patrol training
E 604-43150-439		MISCELLANEOUS		$810.00	440347	MN Cities Stormwater Coalition Contribution
E 101-41400-371		REGISTRATION		$350.00	444317	Minnesota Association of City Attorneys Annual Conference Re
			Total	$1,880.00		
42018	01/29/26	**Minnesota Secretary of State**				
E 101-41400-433		DUES & SUBSCRIPTION		$120.00	Maria Borell	Notary registration fee - Maria Borell
			Total	$120.00		
42019	01/29/26	**MN DNR License Center**				
E 605-45100-309		PROFESSIONAL SERVIC		$67.00	6449FB 12/3	Pontoon licence
			Total	$67.00		
42020	01/29/26	**MORRIS ELECTRONICS INC**				
E 101-41400-309		PROFESSIONAL SERVIC		$160.00	17822	Admin IT support 12/22/2025
E 101-41400-309		PROFESSIONAL SERVIC		$40.00	17860	Admin IT support 12/29/2025
E 101-41400-309		PROFESSIONAL SERVIC		$1,807.00	18010	1/9/2026 on-site IT support
E 101-41400-309		PROFESSIONAL SERVIC		$75.00	18011	1/12/2026 New employee email setup IT support
E 101-41400-433		DUES & SUBSCRIPTION		$490.85	18012	Adobe Photoshop Subscription 12/26/2025 - 12/20/2026
E 101-41400-309		PROFESSIONAL SERVIC		$75.00	18013	Admin IT support 1/26/2026
E 101-41400-309		PROFESSIONAL SERVIC		$450.00	18014	IT Transition Support 1/26/2026
			Total	$3,097.85		
42021	01/29/26	**ON SITE COMPANIES - OSSTC**				
E 101-45100-419		RENTALS		$75.00	0002015503	Village hall restroom rental
E 605-45100-419		RENTALS		$75.00	0002015504	Carsons restroom rental
			Total	$150.00		

CITY OF DEEPHAVEN

*Check Detail Register©

Batch: PAY260115,PAY260129

Check #	Check Date	Vendor Name		Amount	Invoice	Comment
42022	01/29/26	**OnSolve LLC**				
E 101-42100-309		PROFESSIONAL SERVIC		$2,205.90	5361572	3/4/2026 - 3/3/2027 CodeRED subscription
			Total	$2,205.90		
42023	01/29/26	**OPTUM**				
E 101-41400-309		PROFESSIONAL SERVIC		$78.00	0001852250	Oct & Nov 2025 HSA Fees
E 101-41400-309		PROFESSIONAL SERVIC		$42.25	0001852907	12/2025 HSA Fees
			Total	$120.25		
42024	01/29/26	**OREILLY AUTOMOTIVE INC**				
E 101-43900-221		EQUIP/VEHICLE SUPPLI		$129.57	3251459185	cabin filters, wiper blades
E 101-43900-221		EQUIP/VEHICLE SUPPLI		$95.16	3251459197	oil filters
			Total	$224.73		
42025	01/29/26	**ProTree**				
E 101-43100-309		PROFESSIONAL SERVIC		$1,048.75	1110007763	ash tree removal
			Total	$1,048.75		
42026	01/29/26	**QUADIENT LEASING USA INC**				
E 101-41400-319		EQUIP MAINTENANCE		$533.10	Q2182407	11/14/2025 - 2/13/2026 Postage machine lease 533.10
			Total	$533.10		
42027	01/29/26	**REPUBLIC SERVICES #894**				
E 603-49520-409		R&M CONTRACTURAL-O		$249.83	08940073997	2/2026 Organics Recycling
			Total	$249.83		
42028	01/29/26	**Ryan & Aletha Sadowski**				
R 602-34401		SEWER USE CHARGES		$602.00	1/22/2026 Util	Refund credit on account
			Total	$602.00		
42029	01/29/26	**SHRED-N-GO INC**				
E 101-41400-201		OFFICE SUPPLIES		$35.00	193753	1/21/2026 document destruction - Admin
E 101-42100-201		OFFICE SUPPLIES		$35.00	193753	1/21/2026 document destruction - PD
			Total	$70.00		
42030	01/29/26	**STANDARD INSURANCE COMPANY**				
G 101-21715		LIFE INSURANCE-NON T		$495.49	00 772587 00	2/2026 Life insurance
			Total	$495.49		
42031	01/29/26	**STREICHERS**				
E 101-42100-211		UNIFORMS		$199.98	11805744	PD Uniform Pants
			Total	$199.98		
42032	01/29/26	**U.S. BANK EQUIPMENT FINANCE**				
E 101-42100-309		PROFESSIONAL SERVIC		$282.42	573481058	PD Copier Contract 01/10/2026-02/10/2026
			Total	$282.42		
42033	01/29/26	**VERIZON WIRELESS**				
E 101-42100-321		COMMUNICATIONS-TEL		$313.70	6133384364	PD Cells & hotspots
E 101-43900-321		COMMUNICATIONS-TEL		$80.04	6133384364	PW Ipads
			Total	$393.74		

CITY OF DEEPHAVEN

*Check Detail Register©

Batch: PAY260115,PAY260129

Check #	Check Date	Vendor Name		Amount	Invoice	Comment
42034	01/29/26	**WEX BANK CIRCLE K**				
E 101-43900-212		FUEL		$3,136.05	109927252	1147 07/01/26
E 602-43200-212		FUEL		$126.93	109927252	1147 07/01/26
			Total	$3,262.98		
42035	01/29/26	**WM MUELLER & SONS INC**				
E 101-43100-224		MAINTENANCE		$941.39	320622	road sand
			Total	$941.39		
42036	01/29/26	**ZIEGLER INC**				
E 101-43900-221		EQUIP/VEHICLE SUPPLI		$247.90	IN002245175	hoses
			Total	$247.90		
			10100	$510,600.34		

Fund Summary

10100 CASH	
101 GENERAL FUND	$111,599.64
401 PARK IMPROVEMENT FUND	$93,274.50
402 CAPITAL IMPROVEMENT FUND	$49,086.47
501 BONDED DEBT FUND	$168,950.00
601 WATER FUND	$21,452.12
602 SEWER FUND	$64,438.78
603 RECYCLING FUND	$771.83
604 STORM WATER MGMT FUND	$810.00
605 MARINA FUND	$217.00
	$510,600.34

DEEPHAVEN CITY COUNCIL MEETING MEMORANDUM

20225 COTTAGEWOOD ROAD, DEEPHAVEN, MN 55331

City Council Meeting
Monday, February 2,2026
Consent Agenda
Resolution Setting Date of Local Board of Appeal and Equalization

Each spring, the Hennepin County Assessor's Office mails a Valuation Notice informing property owners of the value and classification of their property. Property owners have the right to appeal the valuation of their property if they feel that the estimated market value and/or property classification established by the County is incorrect. Appeals to valuation are made to the Board of Appeal and Equalization.

Some cities and townships, like Deephaven, have their City Councils serve as the Local Board of Appeal and Equalization. MINN. STAT. §274.014. Deephaven holds an annual Public Hearing where property owners can make these appeals in valuation or classification directly to the City Council. The City's Assessor, Michael Smerdon from Hennepin County, will be present to explain the valuation and classification of property and answer any questions the Council or public may have. Property owners must appear and appeal their valuation or classification at the Local Board level before they can appeal at the County level or file suit in Tax Court.

Some cities and townships have opted to hold an "Open Book Meeting," as opposed to serve as their own Local Board of Appeal and Equalization; in which the property owner appeals directly to the County Assessor. Deephaven has traditionally determined that it is best to retain authority and independence and serve as its own Board.

Historically, the City of Deephaven has held the Local Board of Appeal and Equalization at the first regular City Council meeting in April. However, at the Council's request, the meeting for 2026 has been moved to the second meeting of the month to better accommodate residents who live in the south during the winter months. The Deephaven Board of Appeal and Equalization will be held on Monday, April 20, 2026, at 6:00 p.m.

Please let me know if you have any questions or requests for additional information or documentation prior to our meeting.

Kimberly Lenarz-Greenwaldt
City Clerk
Deephaven, Minnesota

CITY OF DEEPHAVEN, MINNESOTA

A Regular meeting of the City Council of the City of Deephaven, Minnesota was called to order by Mayor Carlson on Monday, February 2, 2026, at 7:00 p.m. in the Council Chambers of City Hall, 20225 Cottagewood Road, Deephaven, Minnesota, 55331. The following council members were present: Carlson, Jewett, Erdmann, Studer and Scherschligt. The following members were absent: None. A motion to adopt the following resolution was made by xxxx, seconded by xxxx.

RESOLUTION #04-26
ESTABLISHING DATE FOR THE 2026 LOCAL BOARD OF APPEAL AND EQUALIZATION MEETING AND PUBIC HEARING

WHEREAS, Minnesota State Statutes §274.01 requires cities to hold an annual Local Board of Appeal and Equalization to allow residents input on the assessed valuation of their property; and

WHEREAS, the City of Deephaven contracts with Hennepin County and Michael Smerdon to prepare the assessed valuation on all city property; and

WHEREAS, the City of Deephaven has at least one board member that completed the Board of Appeal and Equalization training in the past four years:

Mayor Kent Carlson, certification expiring July 1, 2027
Councilman Tony Jewett, certification expiring July 1, 2028; and
Councilmember Tom Erdmann, certification expiring July 1, 2029

WHEREAS, Hennepin County has agreed upon a time and date for the City of Deephaven's Board of Appeal and Equalization for 2026, being 6 p.m., April 20, 2026, in Council Chambers of Deephaven City Hall.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the city of Deephaven, Minnesota that the 2026 Local Board of Appeal and Equalization for the City of Deephaven will be held Monday, April 20, 2026 at 6 p.m. in the Council Chambers of City Hall, 20225 Cottagewood Road, Deephaven, Minnesota 55331.

Adopted by the City Council of the City of Deephaven, Minnesota on Monday, February 2, 2026. The following Council Members voted in favor: Carlson, Jewett, Erdmann, Studer and Scherschligt. The following members voted against or abstained: None. Where upon the motion, and Resolution, were declared passed and executed.

CITY OF DEEPHAVEN

_____
Mayor, Kent Carlson

ATTEST:

_____
City Clerk, Kimberly Lenarz-Greenwaldt

DEEPHAVEN CITY COUNCIL MEETING MEMORANDUM
20225 COTTAGEWOOD ROAD, DEEPHAVEN, MN 55331

City Council Meeting Consent Agenda
Monday, February 2, 2026
Metropolitan Council I&I Grant

The 2026 Private Property I/I Grant Program provides $1.5 million in wastewater revenue to provide grants to private property owners to help with repairs that will remove and prevent clear water from entering the wastewater treatment system. This would be the third consecutive year that Deephaven has participated in this program. Approximately four property owners have taken advantage of this program over the past two years, with two additional property owners expressing interest and requesting information this year based upon the City's new I&I Lateral Certification requirements.

As a review of the program process:

- The I&I Grant is available to property owners who require repairs their lateral sewer services based upon evidence of inflow and infiltration.
- Grant reimbursement is available for 50% of the repair cost, up to a total grant award limit of $5,000.
- Property owners contract and conduct the repair work, providing documentation of completion and payment of the related expenses to the City.
- The City would then seek reimbursement from the Metropolitan Council on the residents' behalf.

Attached for your review is a Resolution that, if approved, would approve and authorize Deephaven to continue utilizing the Metropolitan Council's Private Property I&I Grant Program in 2026. The typical grant award available to Deephaven has traditionally been around $40,000; or roughly eight lateral service grants issued in our community. These grants are awarded based upon the chronological order of receipt for the grant applicant's materials.

Thank you, and as always, please feel free to email or call with any questions, comments or concerns or requests for additional information you may have prior to the meeting.

Dan Madsen
City Administrator, Special Counsel
Deephaven, Minnesota

CITY OF DEEPHAVEN, MINNESOTA

A regular meeting of the Council of the City of Deephaven, Minnesota was called to order by Mayor Carlson on Monday, February 2, 2026, at 7:00 p.m. in the Council Chambers of City Hall, 20225 Cottagewood Road, Deephaven, Minnesota, 55331. The following Council Members were present: Mayor Carlson and Council Members Jewett, Studer, Scherschligt and Erdmann. The following members were absent: None. A motion to adopt the following resolution was made by _____, seconded by _____.

RESOLUTION # 08-26

A RESOLUTION APPROVING THE AGREEMENT FOR THE METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES 2026 PRIVATE PROPERTY I/I GRANT PROGRAM

WHEREAS, the Metropolitan Council Environmental Services (MCES) has identified the City of Deephaven as one of the many metro cities having excessive quantities of stormwater and groundwater, commonly referred to as Inflow and Infiltration (I&I), entering the public sanitary sewer system; and

WHEREAS, to facilitate the reduction of I&I, MCES is offering a provision for future distribution of available funding until the total is $1,500,000 for the State of Minnesota has been expended on I&I reduction measures; and

WHEREAS, the City has identified private sanitary sewer system components requiring rehabilitation to minimize or eliminate excessive I&I.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Deephaven, Minnesota, as follows:

1. The City Council hereby authorizes the City Administrator and the City Clerk to execute the MCES 2026 Private Property I&I Grant Agreement on behalf of the City of Deephaven.

2. The City Council hereby authorizes the City Administrator, the City Clerk, or their designee, to be responsible for accepting and administering the individual private property applications and to serve as the contact person regarding matters related to the MCES 2026 Private Property Grant Program, except for those actions that must be approved by the City Council.

3. The City Council agrees to remit available grant funding towards the continued minimization or elimination of excessive I&I within the public sanitary sewer system.

4. The City of Deephaven will secure and retain receipts for all eligible repairs and that MCES will have reasonable access to audit these records upon request.

Passed and adopted by the Council of the City of Deephaven this 2nd day of February, 2026.

_____
Kent Carlson, Mayor

Attest:_____
Dan Madsen, City Administrator

The motion for the adoption of the foregoing resolution was made by _____ and duly seconded by _____, and upon vote being taken thereon, the following voted in favor thereof: Mayor Carlson and Council Members Jewett, Studer, Scherschligt and Erdmann.

Whereupon said resolution was declared duly passed and adopted.

METROPOLITAN COUNCIL

2026 PRIVATE PROPERTY INFLOW AND INFILTRATION (I/I)

GRANT AGREEMENT NO. SG-26102

This Metropolitan Council Environmental Services (ES) Funded Grant Agreement ("Grant Agreement") is entered into this [date of signature by both parties] between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Met Council") and the **City of Deephaven**, a municipal corporation ("Grantee").

RECITALS

1. In 2022, Minnesota Statutes 2020, section 471.342 was amended to authorize towns and political subdivisions to establish inflow and infiltration prevention programs and make loans or grants to property owners.

2. The Metropolitan Council Environmental Services (ES, Council) calculates the peak hourly flow discharge limit (I/I Goal) for each community connected to the metropolitan sanitary sewer disposal system. Wastewater flow that exceeds the respective I/I Goal is considered excessive flow. Communities that have a measured wastewater flow rate greater than 80 percent of the I/I Goal are eligible to apply for the Grant.

3. The Council authorizes its staff to enter into a private property inflow and infiltration grant agreement with local municipalities that are eligible for this grant program.

GRANT AGREEMENT

1. Term of Grant Agreement.

1.1. Effective Date. The effective date of this Grant Agreement is the date on which the Grant Agreement has been duly executed by both parties.

1.2. Grant Activity Period. The first day of the year preceding the Effective Date through and including the expiration date.

1.3. Expiration Date. The latter of (i) 2 years after final distribution of funds to Grantee; or (ii) until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.4. Survival of Terms. The following clauses survive the expiration, termination, or cancellation of this Grant Agreement; 9. Liability and Insurance; 10. Audits; 11. Government Data Practices; 13. Data Availability; 14. Governing Law, Jurisdiction and Venues; 16. Data Disclosure; 18. Future Eligibility.

2. Duties, Representations and Warranties of Grantee and Use of Grant Funds.

2.1. The Grantee agrees to conduct, administer, and complete in a satisfactory manner the program ("Grantee Program") which is described in Grantee's application to Met Council for assistance under the Met Council's Private Inflow and Infiltration grant program, which application is incorporated into this Grant Agreement as **Exhibit A (Grant Application)**, and in accordance with the terms and conditions of

this Grant Agreement. Specifically, the Grantee agrees to perform the "Grant Program" in accordance with a specific timeline, all as described in **Exhibit A (Grant Application)** and to undertake the financial responsibilities described in **Exhibit A (Grant Application)** to this Grant Agreement. The Grantee has the responsibility for and obligation to complete the "Grant Program" as described in **Exhibit A (Grant Application)**. The Met Council makes no representation or warranties with respect to the success and effectiveness of the "Grant Program". The Met Council acknowledges that "Grant Program "work may be limited to soliciting participation by building owners in the "Grant Program" and requires additional work by the Grantee only to the extent that building owners choose to participate in the "Grant Program", all as described in the Grantee's application attached as **Exhibit A (Grant Application).**

The Grant Funds cannot be used for:

- Normal municipal operating or overhead costs, including such related to the Grant Program;
- Grantee's own public sewer infrastructure costs;
- The cost of studies;
- Engineering costs;
- Planning costs; and
- For equipment, machinery, supplies or other property to conduct the Grant Program, except for equipment, supplies or other property which is used primarily for the Grant Program and is specifically listed in **Exhibit A (Grant Application).**

2.2. Grantee Representations and Warranties. The Grantee further covenants with and represents and warrants to Met Council, as follows:

A. It has the legal authority to enter into, execute and deliver this Grant Agreement and all documents referred to herein, has taken all actions necessary to its execution and delivery of such documents and has provided to Met Council a copy of the resolution by its governing body which authorizes Grantee to enter into this Agreement, to undertake the Private Property I/I Grant Program, including the Grantee financial responsibilities as shown in **Exhibit A (Grant Application)** and which also designates an authorized representative for the Grant Program who is authorized to provide certifications required in this Grant Agreement and submit pay claims for reimbursement of Grantee Program costs.

B. It has legal authority to conduct and administer the Grant Program and use the Grant Funds for the purpose or purposes described in this Agreement.

C. This Grant Agreement and all other documents referred to herein are the legal, valid and binding obligations of the Grantee enforceable against the Grantee in accordance with their respective terms.

D. It will comply with all the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, and all other documents referred to herein.

E. It has made no materially false statement or misstatement of fact in connection with the Grant Funds, and all the information it has submitted or will submit to the Council relating to the Grant Funds or the disbursement of any of the Grant Funds is and will be true and correct. It agrees that all representations contained in its application for the Private I/I Grant are material representations of fact

upon which the Council relied in awarding this Grant and are incorporated into this Agreement by reference.

F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no material actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it and is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Grant Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.

G. Neither the execution and delivery of this Grant Agreement or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

H. The Grantee will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

J. The Grant Program will be conducted in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or other political subdivisions having jurisdiction over the Grant Program.

K. It has complied with the financial responsibility requirements contained in **Exhibit A (Grant Application).**

L. The Grant Program will be conducted substantially in accordance with **Exhibit A (Grant Application)** by the Completion Date as stated in **Exhibit A (Grant Application).**

M. It shall furnish such satisfactory evidence regarding the representations described herein as may be required and requested by the Met Council.

3. Time.

Grantee must comply with all time requirements described in this Grant Agreement.

4. Eligible Costs.

Eligible costs are those costs incurred by parties within the jurisdiction of the Grantee generally only for sewer service lateral repairs or replacements and foundation drain disconnections as described in **Exhibit A (Grant Application)**. The Grantee shall not be reimbursed for non-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Program or approved in writing by the Council is a non-eligible cost.

5. Consideration and Payment.

5.1 The Met Council will reimburse Grantee for eligible costs performed by the Grantee during the Grant Period in an amount of up to the prequalified work's grant amount ("Grant Amount"). The Met Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee or subrecipients of any tier in the performance of the Grantee Program. The initial Grant amount to Grantee under this Grant Agreement is **$42,000** .

5.2. **Advance.** The Met Council will make no advance of the Grant Amount to Grantee. The disbursement of the Grant Amount shall be in the form of reimbursement for eligible costs as provided ahead in this Section 5.

5.3. **Payment.** To obtain payment under this Grant Agreement, the Grantee shall submit a Reimbursement Request/Progress Report on forms provided by or acceptable to the Met Council. Reimbursement Request/Progress Reports may be submitted once per quarter after this grant agreement has been executed. The Grantee shall describe its compliance with its the financial requirements and construction work completed and specific addresses where work was undertaken in connection with the grant and shall provide sufficient documentation of grant eligible expenditures and such other information as the Met Council's staff reasonably requests. The Met Council will promptly pay the Grantee after the Grantee presents to the Met Council a Reimbursement Request/Progress Report and an itemized invoice for all eligible services actually performed and the Met Council's Authorized Representative accepts the invoiced services.

6. Conditions of Payment.

6.1. The Grantee must certify to the Council that work at each site for which payment is requested is done, that Grantee has received receipts for such work, that the work was not performed in violation of federal, Met Council, or local law or regulation and that Grantee has issued the appropriate permits for the work completed in the Grant Program.

6.2. Conditions Precedent to Any Reimbursement Request. The obligation of the Met Council to make reimbursement payments hereunder shall be subject to the following conditions precedent:

A. The Met Council shall have received a Reimbursement Request/Progress Report for such amount of funds being requested for which the amounts for each individual site have been pre-qualified by Met Council.

B. The Met Council shall have received evidence upon request, and in form and substance acceptable to the Met Council, that (i) the Grantee has legal authority to and has taken all actions necessary to enter into this Agreement and (ii) this Agreement is binding on and enforceable against the Grantee.

C. No Event of Default under this Grant Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

D. The Grantee has supplied to the Met Council all other items that the Met Council may reasonably require to assure good fiscal oversight of this grant program.

7. Authorized Representative.

The Met Council's Authorized Representative is**:**

Name:	Ward Brown or successor
Title:	Principal Financial Analyst, ES Finance
Mailing Address:	390 North Robert Street St. Paul, MN 55101

Phone: (651) 602-1263
E-Mail Address: ward.brown@metc.state.mn.us

or his successor and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the Met Council's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is:

Name: Dan Madsen
Mailing Address: 20225 Cottagewood Road, Deephaven, MN 55331
Phone: (952) 474-4755
E-Mail Address: DanM@cityofdeephaven.org

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Met Council and within 30 days provide a new City resolution (if such resolution is necessary) specifying the new Representative.

8. Assignment, Amendments, Waiver, and Grant contract Complete.

8.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Met Council and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

8.2 Amendments. Any amendment to this Grant 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 Grant Agreement, or their successors, or their delegatee in office.

8.3 Waiver. If the Met Council fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

8.4 Grant Contract Complete. This Grant Agreement contains all negotiations and agreements between the Met Council and the Grantee. No other understanding regarding this Grant Agreement, whether written or oral, may be used to bind either party.

9. Liability and Insurance.

9.1 The Grantee and the Met Council agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the Met Council is governed by the provisions contained in Minn. Stat. Chapter 466 as it may be amended, modified or replaced from time to time. The liability of the Grantee, including but not limited to the indemnification provided under Section 9.2 is governed by the provisions contained in such Chapter 466.

9.2 Indemnification by the Grantee. The Grantee shall bear all losses, expenses (including attorneys' fees) and damages in connection with Grantee's administration of the Grant Program and agrees to indemnify and hold harmless the Met Council, its agents, servants and employees from all claims, demands and judgments made or recovered against the Met Council, its agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to

property, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Grant Program whether or not due to any act of omission or commission, including negligence of the Grantee or any contractor or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the Met Council, its employees, servants or agents.

Grantee further agrees to indemnify, save and hold the Met Council, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Grantee, its officers, employees, or agents, or any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 11.

The Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Grantee, or subject to any exclusions from coverage in any insurance policy. For the avoidance of doubt, this provision does not impact the Grantee's liability limits established in Minnesota Statutes Chapter 466.

The Grantee shall maintain or require to be maintained adequate insurance coverage for the Grant Program in such amounts with such limits as it determines in good faith to be reasonable or in such amounts and with such limits as may be reasonably required for participating cities by the Met Council from time to time.

9.3 Relationship of the Parties. Nothing contained in this Grant Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Grantee and the Met Council, nor shall the Grantee be considered or deemed to be an agent, representative, or employee of the Met Council in the performance of this Grant Agreement, or the Grant Program.

The Grantee represents that it has already or will secure or cause to be secured all personnel, including any third-party contractor required for the performance of this Grant Agreement and the Grant Program. All personnel of the Grantee or other persons while engaging in the performance of this Grant Agreement the Grant Program shall not have any contractual relationship with the Met Council related to the work of the Grant Program and shall not be considered employees of the Met Council. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Grantee, its officers, agents, contractors, or employees shall in no way be the responsibility of the Met Council. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Met Council, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

10. Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the Met Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the termination date of this Grant Agreement.

11. Government Data Practices.

The Grantee and Met Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data provided by the Met Council under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Met Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Met Council.

12. Workers' Compensation.

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered Met Council 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 the Met Council's obligation or responsibility.

14. Governing Law, Jurisdiction, and Venue.

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

15. Termination.

Either Party may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment for services prequalified and satisfactorily performed before the termination notice.

16. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Met Council, to federal and state tax agencies and Met Council personnel involved in the payment of Met Council obligations. Grantee will require compliance with this Section 16 by Grantee's contractor and shall submit evidence of such compliance to Met Council as requested.

17. Notices.

In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below, or such different address as may hereafter be specified, by either party by written notice to the other:

To the Grantee at:

City of Deephaven
20225 Cottagewood Road
Deephaven, MN 55331

Attention: Dan Madsen

To the Met Council at:

Metropolitan Council
390 Robert Street North
St. Paul, MN 55101
Attention: Ward Brown, Principal Financial Analyst

With copy to:

ES Budget Manager
Metropolitan Council Environmental Services
390 Robert Street North
St. Paul, MN 55101

18. Prevailing Wages

The Grantee agrees to comply with all applicable provisions contained in chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Grantee Program. By agreeing to this provision, the Grantee is not acknowledging or agreeing that the cited provisions apply to the Grantee Program.

19. Default and Remedies.

19.1 Defaults. The Grantee's failure to fully comply with all provisions contained in this Grant Agreement shall be an event of default hereunder ("Event of Default").

19.2. Remedies. Upon an event of default, the Met Council may exercise any one or more of the following remedies:

a. Refrain from disbursing the Grant;

b. Demand that all or any portion of the Grant already disbursed be repaid to it, and upon such demand the Grantee shall repay such amount to the Met Council.

c. Enforce any additional remedies the Met Council may have at law or in equity.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the date first above written.

METROPOLITAN COUNCIL

By: _____
Regional Administrator, successor, or delegate

Date: _____

GRANTEE:

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

By: _____

_____
Printed Name and Title

Date: _____

ITEM 3E

Deephaven Public Works

20225 Cottagewood Rd, Deephaven MN 55331.

1-20-2026

Dear Honorable Mayor and Councilmembers

City staff listed our 2006 Sterling Plow truck for sale on the League of Minnesota cities website for bids in March of 2025. It was also listed on a national auction site, Muncibid, this auction yielded no results

This truck was purchased in the fall of 2023 for $39,500. The truck was used to plow the city of Greenwood until a new truck could be acquired. A new Freightliner was delivered in December 2025, thus ending the need for this piece of equipment.

Avon Township, 16881 Queens Rd, Avon, MN 56310, has agreed to purchase the truck for $25,000. Staff believe this is a fair and accurate representation of the value of the vehicle.

Staff recommend the approval of the sale of the 2006 Sterling plow truck, VIN, 2FZAAWDAX6AW52762, to Avon Township, 16881 Queens Rd, Avon, MN 56310, for $25,000.

Sincerely,

Jeff Kask
City of Deephaven
Public Works Supervisor

City of Deephaven

INVOICE

20225 Cottagewood Road
Deephaven, MN 55331
952-474-4755

INVOICE # 2006 STERLING
DATE: 1/20/2026

TO:
Avon Township
16881 Queens Rd, Avon, MN 56310

SHIP TO:
Avon Township.
16881 Queens Rd, Avon, MN 56310

COMMENTS OR SPECIAL INSTRUCTIONS:

Purchase of a 2006 sterling VIN,2fzaawdax6aw52762. Sale conditions of the truck are as is. No warranty implied or consented.

TERMS: DUE ON RECEIPT

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	2006 sterling VIN,2fzaawdax6aw52762.	$25,000	$25,000
		SUBTOTAL	**$25,000**
		TOTAL DUE	**$25,000**

If you have any questions concerning this invoice, please contact Jeff Kask, Public Works Supervisor via either email or phone: jkask@cityofdeephaven.org or 952-474-4755.

Make checks payable to: City of Deephaven

THANK YOU FOR YOUR BUSINESS!

Bill of Sale

The City of Deephaven sells this Used 2006 Sterling plow truck

Vin #2fzaawdax6aw52762

To.

Avon Township

16881 Queens Rd, Avon, MN 56310

X._____

For the amount of $25,000.

As is - where is. It is the duty of buyer to inspect, test prior to purchase.

No warranty implied or consented.

All sales FINAL.

Seller

City Of Deephaven

20225 Cottagewood Rd

Deephaven, Mn 55331

X._____

DEEPHAVEN CITY COUNCIL MEETING MEMORANDUM
20225 COTTAGEWOOD ROAD, DEEPHAVEN, MN 55331

City Council Meeting Consent Agenda
Monday, February 2, 2026
Prosecution Services and IT Services Contract Documents

The City of Deephaven noticed and published request for proposals for IT services and City Prosecution Services in November and December of last year. The City Council reviewed and awarded these contracts to Pantheon IT and Campbell Knutson, respectively, at the Monday, January 5th, 2026, Council Meeting. The contract documents and Resolutions required to formalize and complete these transitions have been received and are now included in your Council Packets for approval.

Pantheon IT Contract: this contract consists of two documents, a Master Service Agreement and a Managed Service Agreement. Staff have executed this Agreement pursuant to the January 5th approval to start the transition process, so this is set on for ratification by the Council.

Campbell Knutson Contracts: this contract consists of a legal services agreement, a resolution approving the state joint power agreement on behalf of Campbell Knutson and approval of the state joint powers agreement, a resolution approving the master subscriber agreement and approval of the master subscriber agreement for court data services, and the court data services subscriber amendment to the CJDN subscriber agreement. These Resolutions are both standard and required to authorize Campbell Knutson to represent the City of Deephaven and serve as our prosecuting attorney.

Staff recommend the Council approve the attached Resolutions and Service Agreements. This matter has been set on Consent as these firms have already been approved for engagement and the approval of the authorizing contracts is perceived to be non-controversial and more ministerial in nature.

Sincerely,

Dan Madsen
City Administrator, Special Counsel
Deephaven, Minnesota

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Master Service Agreement

Terms & Conditions

This Master Service Agreement (the "Agreement") between **City of Deephaven, Minnesota Police Department ("Client")** and Pantheon Computers ("Pantheon") is effective upon the date signed and shall remain in force until it is replaced by a newer version or is terminated by either party (each a "Party" and collectively the "Parties").

1. Master Agreement.

1.1. Master Agreement, Addendums, and SOWs. This is a master agreement that governs all services that Pantheon performs or provides to Client (collectively, the "Services") and all software, equipment, and devices Pantheon sells or provides to Client (collectively, the "Products"). The scope, terms, and fees charged for the Services will be laid out in a proposal, quote, or statement of work that Pantheon provides to Client (each, a "SOW"). A SOW may be accepted electronically or by physically signing it and, once Client and Pantheon mutually agree to a SOW, the SOW will automatically become a part of, and governed under, the terms of this Agreement.

1.2. Conflicts. If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability, or termination of this master agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.

2. Term, Services, and Billing.

2.1. Term. This Agreement between Pantheon and Client is effective upon the date signed and shall remain in force until it is replaced by a newer agreement, is terminated by either party, or for the duration of all outstanding SOWs plus one year. If a SOW does not define its term, then the default term for that SOW is three years.

2.2. Fees. The fees due hereunder (subject to changes in user counts and/or Services being provided) shall be as set forth in the Scope of Work ("SOW"). If a SOW does not include a fee schedule, then Client agrees to pay Pantheon on an hourly basis pursuant to Pantheon's then-current standard hourly rate schedule and business hours, as updated from time to time. Pantheon reserves the right to refuse service on an out-of-scope project or a project without an applicable fee schedule.

2.3. Payment. All Pantheon invoices are due immediately upon receipt. Client must pay such invoice via ACH, credit card, or other payment method(s) (if any) offered by Pantheon from time to time. Client shall be solely responsible for any taxes

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arising out of this Agreement (excluding taxes on the income of Pantheon).

3. Designated Team and Point of Contact.

3.1. Designated Team. Pantheon shall provide Client with a designated team consisting of one account manager (Advisors) and at least two service technicians (the "Designated Team"). Pantheon shall use best efforts to ensure that Client's services under this Agreement are provided by Client's Designated Team.

3.2. Point of Contact. Client's point of contact is the account manager for Client's Designated Team. Client shall provide Pantheon with the point of contact for this Agreement and for each SOW. If no point of contact is identified, the signator of this agreement shall serve in that capacity. Pantheon is entitled to rely upon the instructions and information provided by Client's point of contact.

4. Confidentiality.

Each party shall treat the information received from the other party that is designated as confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary ("Confidential Information") as and not disclose or use such Confidential Information except in the performance of this Agreement. Each party agrees to use the same degree of care that it maintains with regard to its own information of similar or like importance. Pantheon designates the Services, all information relating to the Services and the financial terms of this Agreement as Confidential Information. Both parties shall:

(i) restrict disclosure of Confidential Information to employees and agents solely on a "need to know" basis;

(ii) advise employees and agents of their confidentiality obligations;

(iii) protect the confidential information of the disclosing party in the manner the disclosing party would protect such information;

(iv) notify the other of any unauthorized possession or use of that party's Confidential Information as soon as practicable after receiving notice of same; and

(v) if either party is legally compelled in any litigation, administrative, or similar proceeding to disclose the other Party's Confidential Information, such party shall immediately notify the other Party and reasonably cooperate with the other Party to seek a protective order for such Confidential Information, at the other Party's expense.

Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information which:

(i) was previously known;

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(ii) is a matter of public knowledge;

(iii) was or is independently developed by the recipient;

(iv) is released for disclosure with written consent;

(v) is received from a third-party to whom the information was disclosed without restriction; or

(vi) disclosed by the non-receiving party to other persons without similar restriction.

5. Third Party Property.

To the extent that Client has ordered services or products provided by a third party, Client acknowledges such third-party services or products may require Client to accept an End User License Agreement ("EULA") or other third-party services agreement and that such agreement is a binding agreement between such third-party provider and Client. Pantheon retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all services and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties. Client acknowledges that Client is acquiring products and services from Pantheon as a reseller for a third-party manufacturer. All restrictions and other terms pertaining to the third-party products or services are found only in the applicable agreement provided with the third-party products or services by the third-party manufacturer of the Product and any such license agreement is only between the Client and the third-party manufacturer of the Product.

6. Independent Engagement/Non-Solicitation

Because Pantheon's employees are one of Pantheon's most valuable assets and Pantheon invests substantial amounts in their training to provide clients the highest quality service, policy and professional ethics require that Pantheon employees not seek employment with or accept employment by any client while they are employed by Patheon and for a period of twelve months thereafter.

Client agrees that at all times while Client is employing the services of and for twelve (12) months after the contract period terminates, the Client will not solicit, hire, retain (including as a consultant) any Pantheon employee or independent contractor or any former employee or independent contractor who has left employment or contract within twelve (12) months prior to such hiring. This Section does not prevent Client from hiring or soliciting any employee, independent contractor, or former employee or independent contractor of the Company who responds to a general solicitation that is a public solicitation of prospective employees and/or independent contractors and is not directed specifically to the employees or independent contractors of Pantheon. In recognition of the fact that the disruption to Pantheon caused by Client hiring any of Pantheon's employees or independent contractors may be significant and is difficult of estimation, the parties agree to this placement fee provision as a reasonable forecast of just compensation. In the event of Client hiring any of Pantheon's employees or independent

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contractors contrary to this section of the Agreement, the Client shall pay Pantheon a one-time placement fee of 25% of the employee's annual salary package per occurrence. The parties agree that this placement fee is just compensation and not a penalty.

7. Security/Security Breach Notification.

Pantheon will take reasonable safety measures to protect Client information that is stored by Pantheon as part of its service documentation. These measures will include performing employee background checks, having all employees sign Confidentiality Agreements, and enforcing security protocols that meet or exceed current industry standards. In the event of a security breach, Pantheon will first take measures to restore the reasonable integrity of the data system. Pantheon will then provide written notice to the client in compliance with Minnesota Statute.

8. Conditions of Service.

Pantheon reserves the right to suspend or terminate service for late payment or if in its sole discretion conditions at the service site pose a health or safety threat to any Pantheon employee or representative.

9. Taxes.

It is understood that any Federal, State or Local Taxes applicable will be added to each invoice. The Client shall pay any such taxes unless a valid exemption certificate is furnished to Pantheon for the state of use.

10. Warranty.

Pantheon warrants that its technicians have the requisite qualifications and experience to provide the Services. WITH REGARD TO SERVICES OR PRODUCTS, PANTHEON MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY. Pantheon's liability, and Client's sole and exclusive remedy, for a breach of this warranty shall be to terminate any active Statements of Work pursuant to a written notice, provided Client first notified Pantheon of the breach in writing and permitted Pantheon a reasonable period of time of at least 30 days to cure such breach. The foregoing remedy shall not be available if Client fails to provide a written notice of such breach within 30 days after delivery of the services to Client. It shall not be a Pantheon breach if Client, its contractors or agents modified any Pantheon Products or Services except as authorized by Pantheon in writing.

11. Silent Data Corruption.

Client acknowledges that all hardware has an error transaction rate. While data loss is usually apparent, data corruption is generally not discovered until that particular piece of data is required.

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Though unlikely, data loss or corruption can occur during the transfer of data. Client is strongly advised to use verification processes to verify the integrity of stored data. The frequency of this verification process is to be determined by Client in accordance with their data protection needs. Pantheon will be held harmless against loss of data where such loss is due to hardware, software or telecommunications failures.

12. Data Theft/Security Breach.

Neither this MSA nor any SOW shall constitute an absolute guaranty regarding the security of data of Client. Pantheon has taken commercially reasonable steps to provide a secure system within the limitations existing in network and computer infrastructure**.** Pantheon does not warrant or guarantee that communication over the wires shall be secure from monitoring or tampering, nor that information stored on any computer connected to Client's network will be secure from monitoring or tampering. Sensitive or confidential information (such as credit card numbers or other financial information, medical information or trade secrets) sent by Client or Client's users is at Client's sole risk and Pantheon shall have no liability whatsoever for any claims, losses, action, damages, suits or proceedings arising out of or otherwise relating to such actions by Client.

In addition to onsite support, and for the purposes of providing proactive monitoring, Pantheon may access Client's network remotely to provide Services. Client authorizes Pantheon to access Client's network remotely.

13. Limitation of Liability and Indemnification.

13.1 Indemnification. Client hereby agrees to defend, protect, indemnify and hold harmless Pantheon for claims arising out of the Client's use of software or hardware that is in the Client's sole possession. Client shall also indemnify Pantheon against any claim that any data, materials, items or information supplied to Pantheon under the Agreement infringes any US patent, copyright, trademark or licensing within the jurisdictions where Pantheon is provided with such information.

13.2. Survival. Client's obligation to indemnify, defend and hold harmless Pantheon survives termination of this Agreement.

13.3. Limitation of Liability. Client acknowledges that remote monitoring of systems and networks are inherently complex relying upon the inter-operability of remote access software and other software combined with hardware components from various manufacturers. THE TOTAL MAXIMUM LIABILITY OF PANTHEON HEREUNDER SHALL NOT EXCEED THE AMOUNTS THAT CLIENT HAS PAID COMPANY OVER THE PAST 6 MONTHS FOR THE SERVICES FOR WHICH CLIENT'S CLAIM AROSE. Pantheon shall not be liable in any way for any delays in, or any failure of, services performed hereunder due to any wrongful, criminal or grossly negligent act or omission of Client, or its employees, agents and any third party; and/or Client's failure to provide to, or secure for Pantheon as appropriate, reasonable access to Client's facilities, equipment and/or information

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as reasonably requested by Pantheon. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, Pantheon SHALL HAVE NO LIABILITY FOR DAMAGES WHICH WOULD HAVE BEEN PREVENTED BY A PRODUCT OR SERVICE OFFERED TO CLIENT DURING THE TERM WHICH SUCH PRODUCT OR SERVICE WAS DECLINED BY CLIENT. Notwithstanding anything to the contrary, this limitation of liability clause shall not apply to claims for which Pantheon has insurance coverage, but then only to the extent of such insurance coverage.

13.4. Waiver of Subrogation. To the extent permitted by law, each Party waives all rights against the other for recovery of damages to the extent these damages are covered by a policy of insurance.

14. Termination.

14.1. Termination. This agreement may be terminated by either party upon written prior notice of the party's intent to terminate. Upon sending or receiving such a notification, Pantheon shall assist Client in the orderly termination of services, including timely transfer of the services to another designated provider (the "Transition and Transfer Services"). Pantheon shall provide Transition and Transfer Services at its regular hourly rates and on a prepaid basis in accordance with Pantheon's estimates. Client agrees to pay Pantheon the actual costs of rendering such assistance. All terms and conditions of the agreement shall remain in full force and effect during this transition period, which is not to exceed sixty (60) days. Fees under any SOW shall not be pro-rated unless agreed to in a separate agreement or at Pantheon's discretion. Pantheon has no obligation to protect Client data or Confidential Information beyond the expiration of a SOW term or renewal thereof.

14.2. Data Deletion. Sixty (60) days after sending or receiving a termination notification, Pantheon will delete all Client network information including, but not limited to: usernames, passwords, and network specifications and configurations, and both parties will delete or return the Confidential Information of the other party.

15. Other Locations.

Client recognizes that Pantheon has no control over networks other than those identified in this Agreement or an applicable SOW as a "Covered Location" and the use of devices on outside networks increases the risk of security incidents and breaches. When the quality, speed, or other aspects of a network other than a network identified in this Agreement or an applicable SOW as a Covered Location affects the ability of a user to connect to needed resources or perform a necessary work function, Client acknowledges that Pantheon has no obligation under this agreement or an applicable SOW to address the outside network's issues. Client also recognizes the installation or

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repair of peripheral or network devices at any location other than a Covered Location is not covered by this Agreement or any applicable SOW.

16. Non-Compliance.

Pantheon's solutions and services provided under this Agreement rely on use of such tools and services. If Client does not wish to take advantage of one of Pantheon's offered tools, Pantheon may ask Client to sign a notification indicating Client's understanding of the increased risk to Client's business as a result of Client's decisions as well as Client's understanding that Pantheon's ability to provide the services outlined in this Agreement have been compromised. If Client refuses to sign a notification, then Client shall be deemed to be in breach of this Agreement and Pantheon may terminate this Agreement.

17. Pantheon Services and Equipment.

Pantheon may provide Client with equipment installed at Client's location as part of the services Pantheon provides under this Agreement. Any equipment installed, but not invoiced to the client is solely owned by Pantheon. If this Agreement is terminated, Client must return any equipment Pantheon provided as part of these services on or before the last date the Agreement is in effect.

18. Backup and Recovery.

Client acknowledges that even with the best Backup Solution hardware and software failures can and do occur. Client further acknowledges that Pantheon's best practices for data backup and recovery increase the chances of data recovery in the event of ransomware or other malicious actions. If Client chooses not to follow all of Pantheon's best practices for data backup and recovery, Client acknowledges that Client is increasing Client's risk of permanent, unrecoverable data loss. Client agrees that they will sign a notification if requested when the Client refuses a backup and recovery recommendation made by Pantheon. If Client refuses to sign a notification, then Client shall be deemed to be in breach of this Agreement and Pantheon may terminate this Agreement.

19. General Provisions.

19.1. Severability. If a court of competent jurisdiction determines that any terms or provision of this Agreement is invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall continue to be given full force and effect.

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19.2. Captions. The captions of the paragraphs of this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement or any provision hereof.

19.3. Waiver: Any failure of either party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived, but only if such waiver is in writing and signed by the other parties. Any such waiver or failure to insist upon strict compliance with such obligations, covenant, agreement, or conditions shall not operate as a waiver of and/or set precedence with respect to any subsequent failure.

19.4. Force Majeure. Neither Pantheon nor Client shall be liable for any loss, damage or failure due to causes beyond its control, including but not limited to strikes, riots, terrorism, earthquakes, epidemics, wars, theft, fires, floods, weather, power failure, telecommunications and/or internet interruptions, the failure or closure of a financial institution, computer malfunctions, acts of God strikes, lockouts, court order, internet or communication problems, power failures, or unauthorized access or theft, or any other failure, interruption or error.

19.5. Merger and Amendment. This Agreement, including any amendments and SOWs, constitutes the entire agreement between the parties relating to its subject matter and can only be modified by a writing signed by authorized officers of Pantheon and Client.

19.6. Assignment. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Pantheon. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under this Agreement. Pantheon may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Pantheon's assets without Client's consent. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns

19.7. Attorney Fees. The prevailing party in any legal cause of action brought by Client or a third party arising out of or relating to this Agreement will be entitled to its costs in conducting the action, including reasonable attorneys' fees, expenses, and court costs.

19.8. Construction. This Agreement is to be construed without giving force to any presumption or rule requiring construction or interpretation against the drafting party.

19.9. Time To Bring Action. The Parties must bring all causes of action arising from or related to this Agreement within one year after the first date of performance or breach which in whole or in part gives rise to the claim.

19.10. Counterparts. This Agreement may be executed in one or more counterparts, each

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of which is an original, and all of which constitute only one agreement between the Parties.

19.11. Independent Contractor. The relationship between the Parties is that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Each Part shall, at all times during the term of this Agreement, perform the duties and responsibilities herein without any control by the other Party. Either Party may realize a profit or loss in connection with performing the Services. Either Party may render similar services for the benefit of others. Neither Party is an agent of the other Party and is not authorized to make any representations, contract, or contract commitment on behalf of the other Party.

19.12. Equitable Relief. The Parties acknowledge and agree that, in the event of any breach of this Agreement, Pantheon could be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that in addition to any other remedy to which it may be entitled at law or in equity, the Pantheon is entitled to temporary and injunctive relief, including temporary restraining orders, preliminary injunctions, and permanent injunctions, to enforce the provisions of this agreement in any action or proceeding instituted in any court having subject matter. This provision with respect to injunctive relief does not, however, diminish Pantheon's right to claim and recover damages in the event of breach of the provisions of this Agreement.

This Agreement shall be governed by the laws of the State of Minnesota. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Client.

DocuSigned by:
0F70259BDECA41...
Pantheon Computer Systems — 1/5/2026 Date

Signed by:
D151D10C07D949B...
Client — 1/16/2026 Date

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B

Managed Services Agreement

Statement of Work

This managed services statement of work (the "SOW") between **City of Deephaven, Minnesota and City of Deephaven, Minnesota Police Department (**Client") and Pantheon Computers ("Pantheon") (each a "Party" and collectively the "Parties") is effective upon January 1, 2026 and will remain in force for a period of twelve (12) months.

If a new SOW has not been signed before the end of the twelve (12) month period and neither party has notified the other of the intent to terminate the agreement, this SOW will continue on a month-to-month basis. In this event, the SOW will be reviewed annually to make any necessary adjustments or modifications to the number of users or devices and proportional changes to pricing with a 5% increase added to the SOW price, after the adjustments to the number of users or devices.

This agreement is intended to provide for proactive maintenance of the Client's servers, workstations, networking equipment and other peripheral technology items, and to provide Help Desk support for the Client's staff.

1. Fees and Payment Schedule.

1.1. Fees and Payment Schedule. Pantheon shall invoice Client the amounts below on a monthly basis. All invoices are due and payable on the fifth (5^{th}) day of each month. Pantheon may suspend services if Pantheon has not received payment by the fifteenth (15^{th}) of the month.

City of Deephaven, Minnesota

Managed Service Agreement	
Agreement	$2,400.00
Software and Storage Fees	
None at this time	$0.00
Advanced Security Services Fees *(Optional)*	
None at this time	$0.00
Total Agreement Invoice	$2,400.00
Onboarding Fee	
One-Time Fee (City and Police Department)	$2,000.00

City of Deephaven, Minnesota Police Department

Managed Service Agreement	
Agreement	$900.00

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Software and Storage Fees	
None at this time	$0.00
Advanced Security Services Fees *(Included)*	$450.00
End User Security Awareness Training for each User	$0.00
Including End User Simulated Phishing Platform	
Security Information and Event Management for each Endpoint	$0.00
Dark Web ID Monitoring and Reporting for each Domain(s)	$0.00
Application Whitelisting for each Endpoint	$0.00
Multi-Factor Authentication for Active Directory for each User	$0.00
MyGlue Password Manager for each User	$0.00
Remote User Access for each User	$0.00
Total Agreement Invoice	$1,350.00

1.2. **Additional Licensing.** Any additional backup licensing, backup storage, or Office 365 licenses approved by the client within the timeframe of this agreement will be added to the Client's invoice and will cause a proportional increase in the invoice total.

1.3. **Additional Services.** Additional services (such as security services) approved by the client within the timeframe of this agreement will be added to the Agreement amount and will increase the agreement invoice total.

1.4. **Additional Endpoints.** Additional endpoints above and beyond the number listed in the Equipment Covered Section of this Agreement will result in an increase to the agreement price at a cost of **$150.00** per endpoint for the City of Deephaven, **$225.00** per endpoint for the City of Deephaven Police Department. The Client will not be charged for an additional endpoint in the event of a temporary increase in endpoint numbers due to endpoint replacement overlap. Initial DM

1.5. **Explanatory Line Items.** Pantheon Computers may choose, for the sake of clarity or internal tracking, to add additional explanatory line items to the agreement invoice at zero dollars.

1.6. **Hardware.** For any approved hardware quotes you will receive an invoice within 48 hours of signing a quote. Hardware will not be delivered or installed until the payment is received. Labor will continue to be billed monthly as a project progresses.

2. **Locations Covered.**

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Pantheon is only obligated to provide service at the site(s) defined in this SOW. Pantheon reserves the right to renegotiate service terms if the Client relocates or adds additional sites. Such right includes the right to refuse service at the relocation and/or new site.

The following locations are covered by this agreement:

20225 Cottagewood Road, Deephaven, Minnesota 55331

3. Equipment/Services Covered.

3.1. Equipment Covered. Maintenance and management of the following equipment is covered by this SOW. Any notable increase in the quantity of these items through addition or discovery may require a renegotiation of this SOW as specified in the Termination section of this document. Any equipment that goes past its operating system's End of Life may not be covered as part of this SOW.

On-Premise Servers	3
Workstations	22
Local Area Networks	2

4. Additional Services.

4.1. Additional Services. Any and all services requested by the Client that fall outside the terms of this agreement, will be considered projects, and will be quoted and billed as separate, individual services.

4.2. Description of Services. By signing this agreement, the Client agrees that a copy of Appendix A "Description of Services" has been received by the Client. Appendix A is intended to give general information about the types of services that will be provided by Pantheon as part of this agreement.

4.3. Guidelines. By signing this agreement, the Client agrees that a copy of Appendix B "Guidelines on Equipment/Services Covered by a Fully Managed Agreement" has been received by the Client. Appendix B is intended to provide some guidelines to help the Client understand what types of Services will be provided on which Equipment as part of this agreement; as well as services and equipment that will be charged separately. When possible, Pantheon will discuss any non-covered service or equipment with the Client prior to beginning such service.

5. Advanced Security Services.

The following advanced security services are not included as part of this Agreement unless specifically included in the Fees and Payment Schedule of this SOW. An increase in the

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quantities of any of these services may result in an increase to the agreement invoice total. This list is subject to changes or additions without notice. For a current list of advanced security services, please contact your Account Manager (Advisor).

- **Security Awareness Training and Simulated Phishing Platform:** Security awareness training campaigns (may include interactive modules, videos, games, newsletters, etc.) will be provided and can be tracked to ensure completion. In addition, simulated phishing attacks will provide users with practical experience in identifying and responding to phishing attacks. Reports, including stats, can be provided to management to track the efficacy of the training platform.
- **Security Information and Event Management (SIEM):** This service ingests security and log events and processes them through advanced analytics to detect and notify Pantheon when changes in patterns, users or systems occur, based on unusual behavior and out-of-ordinary access. Data on such events is reported to meet regulatory requirements.
- **Dark Web ID Monitor and Reporting:** This service proactively monitors the Dark Web for stolen or compromised identification data for your organization and sends real-time alerts when data is discovered.
- **Multi-Factor Authentication:** Multi-Factor Authentication allows for a second factor to be added to domain active directory logins. This helps mitigate the threat caused by the phishing of credentials by bad actors.
- **Application Whitelisting:** Application Whitelisting prevents any software, services or executables from running on an endpoint unless specifically approved.

6. Conditions of Service.

6.1. Remote Access. This agreement is contingent on Pantheon having secure remote access into the Client's network through the process of Pantheon's choice.

6.2. Minimum Standards. In order for the Client's existing environment to qualify for many of the services included in this agreement, minimum standards must be met. If any piece of equipment or software in the Client's environment is out of date to the point that Pantheon's system cannot reasonably communicate with it or monitor it or if parts or service is not readily available for a piece of equipment or software, Pantheon reserves the right to refuse service to that piece of equipment or software. In addition, the Client must have reasonable internet speeds for remote monitoring or maintenance.

7. Normal Service Hours.

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7.1. Remote Help Desk. Remote Help Desk and Remote Servicing of the Client's IT networks will be provided to the Client by Pantheon between the hours of 8:00 am and 5:00 pm Monday through Friday, excluding holidays.

7.2. On-Site Servicing. On-Site Servicing of the Client's IT networks will be scheduled between the hours of 8:00 am and 5:00 pm Monday through Friday, excluding holidays.

7.3. Network Monitoring Services. Network Monitoring Services will be provided 24/7/365.

8. Emergency Services and Response.

8.1. Emergency Services. Emergency services are defined as unplanned support performed outside the hours of 8:00 am – 5:00 pm Monday through Friday or on holidays.

8.2 No Additional Charge. Pantheon provides support for urgent and emergency issues outside of normal service hours at no charge for all fully managed clients.

9. Services Scheduled Outside of Normal Service Hours.

In certain circumstances, services may be scheduled outside of normal service hours. This type of support must be scheduled in advance and the day and time agreed to by both the Client and Pantheon Computers.

10. Support and Response Targets.

Pantheon will respond to the Client's Service Tickets under the provisions of our escalation and prioritization process. Our response targets are detailed in Appendix C.

11. Service Limitations.

Service rendered under the Agreement do not include:

1. Parts, equipment, or software not covered by vendor/manufacturer warranty or support;
2. The cost of any parts, equipment, hardware, or shipping charges of any kind;
3. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees;
4. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind;
5. Projects.

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12. Termination.

This agreement may be terminated by either party upon sixty (60) days written notice. Depending on the circumstances of the termination, the Client and Pantheon may choose to renegotiate and sign a new SOW at that time. If thirty (30) days after the receipt of such written notices no agreement on a new SOW has been reached, then termination will proceed in the manner agreed to in the Master Service Agreement.

In the event of a termination, the Client agrees to pay Pantheon for any services provided but not yet paid for.

13. General Terms.

13.1 Incorporation. Except to the extent there is a conflict between the terms, this SOW shall incorporate all terms and definitions of the Master Service Agreement between the Parties.

13.2. Governing Law. This SOW is governed by the laws of the State of Minnesota.

13.3. Entire Agreement. This SOW constitutes the entire agreement between the parties.

13.4. Conflict. If there is a conflict between this SOW and the terms and conditions of any order submitted by Client then the terms of this SOW shall prevail.

DocuSigned by:
1DF702E9BDECA414...

Pantheon Computer Systems — 1/5/2026 — Date

Signed by:
B151D10C07D949B...

Client — 1/16/2026 — Date

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Appendix A
Description of Services

Server Monitoring and Maintenance
- Monitoring of CPU Usage, Remaining Hard Drive Space, Memory Usage, Patch Status, RAID Alerts and Shadow Protect Backup Software Success Reports
- Advanced Endpoint Protection if its use is determined to be advantageous by our Senior Technician
- Additional Monitoring of Applicable Services (Active Directory Domain Services, DNS/DNS Server, DHCP, Exchange Services, Print Spooler, Remote Procedure Call (RPC), Terminal Server)
- Windows Updates and Patches
- 3rd Party Updates and Patches
- Monthly Manual Review of Windows Log Alerts
- Remediation of Normal Maintenance Issues

Workstation Monitoring and Maintenance
- Monitoring on CPU Usage, Remaining Hard Drive Space, Memory Usage, Patch Status
- Advanced Endpoint Protection
- Windows Updates and Patches
- 3rd Party Updates and Patches
- Remediation of Normal Maintenance Issues

Network and Server Administration
- Necessary Adjustments or Updates to Operating System/Firmware Configurations
- Management of Active Directory, Group Policy, Login Scripts and other User and Security Settings
- Oversee Network Connectivity through Cabling and Wireless Devices

Multi-Layered Security Services
- SPAM Filtering with Email Continuity
- Email Attachment Scanning
- Click Protect for URLs sent via Email
- DNS Filtering
- Firewall Management and Administration

Help Desk Support for Users
- Help Desk Call Center
- Onsite Assistance

Virtual CIO Consulting
- Assist in Reviewing and Understanding Current IT Infrastructure
- Maintain Records on Hardware and Software and Manage Subscriptions
- Assist during Compliancy Audits
- Present Options for New Technologies and Processes that may Advance your Business

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Appendix B

Guidelines on Equipment/Services Covered by a Fully Managed Agreement

Covered/Included

- Servers and PC's that are less than 60 months (5 years) old and whose OS is currently supported.
- Labor to replace printers and other simple network peripherals
- Restoration of server image from the backup if Pantheon's preferred backup software is being used and the local storage device is deemed compliant at the Client's annual review.
- Routine updates and maintenance to existing software
- Support of current software's network functionality. (i.e. it is running, computers are connecting to it, data is accessible, reports can be printed, etc.)

Not Covered/Included

- Parts and labor needed to replace or service any non-warrantied PC or Server
- Labor to replace Firewalls and Servers as well as replacing or upgrading more than 1/3 of your PCs– unless included in Agreement
- Any significant add, change or move
- Consulting, installation or training on software new to the Client's environment
- Support of software functionality or features, including training.
- Large Software Updates
- Anything quoted as a project

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Appendix C

Prioritization and Response Targets

Pantheon Computers will respond to the Client Partner's Service Tickets based on the prioritization level assigned to the ticket during the triage process.

Prioritization will be assigned according to the following definitions:

Priority	Definition
Priority 1 – Emergency Response	The network or an essential system is down. We are experiencing a work stoppage for a significant portion of the staff or for a key process, and we need to have a technician respond now.
Priority 2 – Critical Response	We have a critical issue that is either making work difficult for everyone or is preventing one of our key personnel from working.
Priority 3 – Normal Response	One or more employees are experiencing an issue that is making work difficult for them.
Priority 4 – Flexible Response	There is an issue we would like to have looked at. While we want it done in a timely manner, it is not especially urgent and can wait for service for a little while.
Priority 5 – Longer Term Item	This issue is not time sensitive. We would like to have this looked at or explored, but at this point, we do not have a particular time frame in mind.

For each priority level, Pantheon set targets for response and resolution for both the Response Team and the Client Partner's Designated Technical Team. These targets are measured and reported on to the Client Partner in a monthly report. Our goal is to meet or exceed these targets on 80% or more of all tickets submitted. A response is defined as contact with you to confirm that we have received the request, have assigned a technician to the issue and the technician has a plan to address the issue. Resolution is defined as addressing the presenting issue with a solution that works for the Client Partner or as agreeing with the Client Partner that that issue is not to be resolved for some reason. Should additional issues come up while addressing the presenting issue, another ticket will be created for those issues and appropriate priorities and targets will be set for those tickets.

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Our response and resolution goals are as follows:

Priority	Response Goal	Resolution Goal
Priority 1 – Emergency Response	30 Minutes	4 Hours
Priority 2 – Critical Response	1 Hour	1 Business Day
Priority 3 – Normal Response	1 Business Day	3 Business Days
Priority 4 – Flexible Response	1 Business Day	2 Weeks
Priority 5 – Longer Term Item	1 Business Day	4 Weeks

AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY OF DEEPHAVEN AND CAMPBELL KNUTSON, *Professional Association*

THIS AGREEMENT, dated _____, 2026, is by and between the **CITY OF DEEPHAVEN,** a Minnesota municipal corporation ("City") and **CAMPBELL KNUTSON, *Professional Association*,** a Minnesota corporation ("Attorney").

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree as follows:

1. SERVICES AND RELATIONSHIP.

A. The Attorney shall furnish and perform Prosecution Services for the City, as more fully described in the scope of services attached as Exhibit A, and as provided in their submission to the City's Request for Proposals incorporated by reference herein.

B. The Attorney shall be engaged as an independent contractor and not as a City employee. The Attorney is free to contract with other entities.

2. TERM.

A. This Agreement shall be effective March 1, 2026, and shall remain in effect until either party terminates this Agreement as provided in subsection B. or C. below.

B. The Attorney shall serve at the pleasure of the City Council, and this Agreement may be terminated at any time and without cause by resolution of the City Council.

C. The Attorney may terminate this Agreement at any time, provided that the Attorney shall give the City sixty (60) days written notice before the termination becomes effective.

3. COMPENSATION.

A. *Prosecution Services*: An annual retainer for all Prosecution Services of $50,000.00. Legal fees will be billed monthly at $4,166.66. Legal fees for Prosecution Services shall not exceed the annual retainer.

- The annual retainer, costs, and hourly rates for all services performed under this Agreement shall be adjusted annually in an amount equivalent to the cost-of-living adjustment approved by the City for non-union employees. The adjusted annual retainer, costs, and hourly rates will be rounded up to the nearest dollar.

B. *Additional Prosecution Related Services:* Legal Fees for Additional Prosecution Related Services are not included in Prosecution Services, and will only be furnished at the specific request of the City. The following are Additional Prosecution Related Services:

(1) Criminal appeals, whether initiated by the State or the Defendant.
(2) Criminal records expungements.
(3) Matters relating to the Deephaven Police Department's issuance of firearms permits.
(4) Administrative citations or prosecution of zoning or other ordinance violations initiated by any City department other than the Deephaven Police Department.
(5) Forfeitures.
(6) Dangerous or potentially dangerous dog administrative or criminal proceedings.
(7) Matters relating to the Minnesota Government Data Practices Act.
(8) Matters relating to Extreme Risk Protective Orders.
(9) Matters relating to Police Policies.

Legal fees for Additional Prosecution Related Services will be billed monthly at the following hourly rates:

- Attorneys $175.00
- Legal Assistants/Law Clerks $100.00

C. *Monthly Statements:* Attorney will send City a monthly billing statement for the provided Prosecution Services and a detailed billing statement of the actual hours incurred in providing Additional Prosecution Related Services. The minimum billing increment is .2 hours.

D. *Costs*: Out-of-pocket costs without mark-up include:

- ❖ Lexis research (only if used for Deephaven matters)
- ❖ photocopies at 20¢ per page
- ❖ color photocopies at 40¢ per page
- ❖ postage of 50¢ or more
- ❖ court related costs (court filing fees, expert witnesses (with prior consent of City), subpoenas, service of process, court reporter fees)
- ❖ conflict attorneys' fees and costs.

E. *Payments:* Payments for legal services provided to the City shall be made in the manner provided by law. The City will normally pay for services within thirty (30) days of receipt of a statement for services rendered.

4. INSURANCE. The Attorney will purchase and maintain sufficient insurance to protect Attorney against claims for legal malpractice.

5. MISCELLANEOUS.

A. *Governing Law*. This Agreement shall be governed by the laws of the State of Minnesota.

B. *Assignment*. The Attorney may not assign or refer any of the legal services to be performed hereunder without the written consent of the Deephaven City Council.

C. *Effective Date*. This Agreement shall become effective upon its execution by the City and the Attorney. This Agreement shall not be modified or amended without the approval in writing of the Deephaven City Council.

Remainder of page intentionally left blank.
Signature page follows.

Dated: _____, 2026.

CITY OF DEEPHAVEN

By: _____
Kent Carlson, Mayor

And: _____
Dan Madsen, City Administrator

Dated: _____, 2026.

CAMPBELL KNUTSON
Professional Association

By: _____
Andrea McDowell Poehler, President

EXHIBIT A
TO
AGREEMENT FOR LEGAL SERVICES

SCOPE OF PROSECUTION SERVICES

The Campbell Knutson prosecution team has a recognized excellence in delivering high quality prosecution services. Our prosecution team will provide City of Deephaven with the following:

General Criminal Prosecution. Campbell Knutson's prosecution team will handle the City's non-felony cases from start to finish. This includes reviewing for charging, drafting formal complaints, all discovery, any pretrial motions, preparation of all notices as required by the Minnesota Rules of Criminal Procedure, all pretrial hearings, and any jury or court trial. We will handle any case initiated by the Deephaven Police Department, the Hennepin County Sheriff's Office, the Minnesota State Patrol, the Department of Natural Resources, or any other law enforcement agency for offenses occurring within the City.

Briefings/Officer Training/Ride-Alongs. Our representation will include our attorneys attending roll-call briefings with officers, if requested. We provide Post Board-certified quarterly training geared towards new officers but open to all officers. Due to the strong rapport we develop with officers, we are able to educate, inform, and mentor officers, and on occasion offer coaching, especially to new officers, to improve their performance and enhance public safety. Our prosecutors participate in ride-alongs with officers to help understand our client's culture and practices, to gain insight into local and distinctive patrol procedures, and to increase communication with the officers.

Legislative/Case Law Updates. We are committed to providing timely updates to our clients about the important state and federal changes that impact the criminal law and the provision of day-to-day police services, whether the changes arise from new legislation, executive mandates, or judicial decisions. We provide an annual Minnesota Criminal Law Legislative Update.

CITY OF DEEPHAVEN

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF DEEPHAVEN ON BEHALF OF ITS CITY ATTORNEY

WHEREAS, the City of Deephaven, on behalf of its Prosecuting Attorney, desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Deephaven, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreement by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Deephaven on behalf of its Prosecuting Attorney is hereby approved.

2. That Assistant City Attorney, Henry A. Schaeffer, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

3. That Kent Carlson, the Mayor for the City of Deephaven, and Kimberly Lenarz-Greenwaldt, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreement.

Passed and Adopted by the Council on this _____ day of _____, 2026.

CITY OF DEEPHAVEN

_____
By: Kent Carlson
Its Mayor

ATTEST:_____
By: Kimberly Lenarz-Greenwaldt
Its City Clerk

E

SWIFT Contract Number: 282401
MN027019A

State of Minnesota
Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Deephaven on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

1.1 Effective Date. This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.

1.2 Expiration Date. This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

2.1 General Access. BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of Access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these

methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal Systems Access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Governmental Unit Policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system**,** and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at https://bcanextest.x.state.mn.us/launchpad/.

2.5 Governmental Unit Resources. To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS.

2.6 Access Granted.

A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.

2.7 Future Access. On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on Access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes Prior Agreements. This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to Update Information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction Record. The BCA creates and maintains a transaction record for each exchange of data utilizing

its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

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

Name:	Kathryn Meiers, Interim Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, Minnesota 55106
Telephone:	651-793-2425
Email Address:	Kathryn.Meiers@state.mn.us

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

Name:	Henry A. Schaeffer, Prosecuting Attorney
Address:	Campbell Knutson, P.A. 860 Blue Gentian Road Suite 290 Eagan, Minnesota 55121
Telephone:	651-234-6214
Email Address:	hschaeffer@ck-law.com

5 Assignment, Amendments, Waiver, and Agreement Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.

7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

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

8.2 Court Records. If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

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

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

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.

9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools

covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

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

11 Termination

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

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

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

ADMIN #: _____

CITY OF DEEPHAVEN

RESOLUTION NO. _____

RESOLUTION APPROVING MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENT AGENCIES

WHEREAS, the City of Deephaven, on behalf of its City Attorney, for the purpose of assisting in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative or arbitral proceeding in and Federal, State or local court, desires to enter into a Master Subscriber Agreement for Court Data Services, to use systems and tools available from the Minnesota Judicial Branch (the Court) for which the City is eligible, including MGA (Minnesota Government Access) and court records and documents through MNCIS (Minnesota Court Information System).

NOW, THEREFORE, BE IT RESOLVED by the City Council of Deephaven, Minnesota, as follows:

1. That Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies by and between the Court, acting through its Information Technology Division of State Court Administration, and the City of Deephaven, on behalf of its City Attorney, is hereby approved.

2. That the City Clerk of the City of Deephaven is authorized to sign the Master Subscriber Agreement for Minnesota Court Data Services for Government Agencies, and any subsequent amendment or agreement that may be required by State Court Administration to maintain the City's government access to the systems and tools offered by the Court pursuant to the Master Subscriber Agreement.

ADOPTED by the Deephaven City Council on this _____ day of _____, 2026.

CITY OF DEEPHAVEN

_____

By: Kent Carlson
Mayor

ATTEST: _____
Kimberly Lenarz-Greenwaldt, City Clerk

G

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between

City of Deephaven ,
(Government Subscriber Name)

of 20225 Cottagewood Road Deephaven, MN 55331 ,
(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration ,

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155 ,

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

1.1 Term. This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 "Agency Account Manager" means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

2.2 "Court Data Services" means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 "Court Integration Services" means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 "MNCIS Login Accounts" means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System ("MNCIS"), as described in applicable Policies & Notices and materials referenced therein.

2.3 **"Court Data Services Databases"** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.

2.4 **"Court Data Services Programs"** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.

2.5 **"Court Records"** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:

2.5.1 **"Court Case Information"** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.

2.5.2 **"Court Confidential Case Information"** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

2.5.3 **"Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

2.5.4 **"Court Confidential Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

2.5.5 **"Court Documents"** means electronic images of documents that are part of or included in a court file.

2.6 **"DCA"** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.

2.7 **"Government Subscriber Records"** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.

2.8 **"Government Subscriber's Individual Users"** means Government Subscriber's employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

2.9 **"Legitimate Governmental Business Need"** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

2.10 **"Policies & Notices"** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber's use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.

2.11 **"Rules of Public Access"** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled "Limits on Public Access to Case Records" or "Limits on Public Access to Administrative Records," all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.

2.12 **"SCAO"** means the State of Minnesota, State Court Administrator's Office.

2.13 **"This Agreement"** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.

2.14 **"Trade Secret Information of SCAO and its licensors"** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.

2.15 **"User Acknowledgement Form"** means the form signed by Government Subscriber's Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).

3. **DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.

4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.

4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:

6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**

7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 Court Data Services Programs. SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 Court Data Services Databases. SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 Marks. Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 Restrictions on Duplication, Disclosure, and Use.

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8.7 **Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.

9. **INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.

10. **COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

11. **AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Polices & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.

12. **ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.

12.1 **Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.

15. **WARRANTY DISCLAIMERS.**

15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.

16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.

22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.

25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity ("Master Subscriber Agreement Signing Authority"), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By _____
(SIGNATURE)

Date _____

Name (typed) Kimberly Lenarz-Greenwa

Title City Clerk

Office City of Deephaven

2. THE COURT

By _____
(SIGNATURE)

Date _____

Title CIO/Director

Office Information Technology Division of State Court Administration

3. Form and execution approved for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____

User Acknowledgment Form

The Agency identified below that I work for has contracted with the Office of State Court Administration (the "Court") for the access and use of the Court's Records and Documents. Under that contract, the Agency is required to have employees, student attorneys and contractors sign the written acknowledgment below before they are permitted access.

I, _____, as an employee/student attorney/contractor of _____ ("the Agency"), state the following:

1. I have read and understand the requirements and restrictions in the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between the Agency and the Court.

2. I understand that I am not to share my login and password information.

3. I shall access and use the Court Records and Court Documents provided for only "legitimate governmental business needs." I understand a "legitimate governmental business need" is limited to a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities that is required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

4. I shall not access or use Court Records or Court Documents for personal or non-official use or any use that is not a legitimate governmental business need as defined in paragraph 3, above.

5. I will not share Court Records or Court Documents with third parties other than as needed to further legitimate governmental business needs as defined in paragraph 3, above.

6. I understand that the Court is not liable for any Court Records or Court Documents not available due to computer or network malfunction, mistake or user error. The Court makes no warranties as to the completeness or accuracy of the Court Records and Court Documents provided.

7. I agree to notify the Court when I no longer work for the Agency or no longer have a legitimate governmental business need for Court Records and Court Documents. I agree to stop accessing court records and documents when this occurs.

8. I understand that should I violate paragraphs **3.**, **4.**, or **5.**, it would result in the suspension or termination of my access to Court Records and Documents, and may result in the suspension or termination of the access to Court Records and Documents by the Agency, and other civil and criminal liability.

Date: _____ By: _____
Employee/Student Attorney/Contractor for Agency

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Deephaven on behalf of its Prosecuting Attorney ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract Number 282402, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions**. Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **"Authorized Court Data Services"** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA.

b. **"Court Data Services"** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. "**Court Records**" means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. "**Court Case Information**" means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. "**Court Confidential Case Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. "**Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. "**Court Confidential Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. "**DCA**" shall mean the district courts of the state of Minnesota and their respective staff.

e. "**Policies & Notices**" means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. "**Rules of Public Access**" means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. "**Court**" shall mean the State of Minnesota, State Court Administrator's Office.

h. **"Subscriber"** shall mean the Agency.

i. "**Subscriber Records**" means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation**. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection**. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services**. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber’s receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

DEEPHAVEN CITY COUNCIL MEETING MEMORANDUM

20225 COTTAGEWOOD ROAD, DEEPHAVEN, MN 55331

City Council Meeting
Monday, February 2, 2026
Consent Agenda:
Council Committee Appointments

The City Council approved the 2026 Appointments at the Monday, January 5th, 2026 Council Meeting. Since that date of approval, Matt Timmers has expressed his interest in serving as the Deephaven representative for the Lake Minnetonka Conservation District (LMCD) Board of Directors. Council Member Tony Jewett has also offered to serve on the LMCD Board of Directors. As such, Resolution 02-26 is recommended to be amended to include Tony Jewett as the LMCD Board Appointee, and Matt Timmers as the LMCD Board Alternate Appointee. The attached Resolution shows the proposed Appointments for 2026 and is intended to replace Resolution 02-26 in its entirety.

Sincerely,

Dan Madsen
City Administrator / Special Counsel
Deephaven, Minnesota

CITY OF DEEPHAVEN, MINNESOTA

A Regular meeting of the City Council of the City of Deephaven, Minnesota was called to order by Mayor Carlson on Monday, February 2, 2026 at 7:00 p.m. in the Council Chambers of City Hall, 20225 Cottagewood Road, Deephaven, Minnesota, 55331. The following Council Members were present: Carlson, Jewett, Erdmann, Studer and Scherschligt. The following members were absent: none. A motion to adopt the following resolution was made by Jewett, seconded by Studer.

RESOLUTION #09-26

A RESOLUTION DESIGNATING APPOINTMENTS AND ASSIGNMENTS FOR 2026

BE IT RESOLVED: by the Council of the City of Deephaven, Minnesota, that the following Commission, Committee and Board appointments are approved for the year 2026:

Kent Carlson	Personnel & Finance Committee Public Safety & Public Works Committee Weed Inspector Planning Commission Alternate Fire Board Alternate
Tom Erdmann	Planning Commission LMCC Board
Tony Jewett	Fire Board LMCD Board
Emily Scherschligt	Park Committee Personnel and Finance Committee Events Committee Mayor *Pro Tem*
John Studer	Public Safety & Public Works Committee Planning Commission Alternate
Dan Madsen	City Administrator Special Counsel Public Safety & Public Works Committee Personnel & Finance Committee Public Works Director Park Board Fire Board

Jeff Kask	Public Works Supervisor Public Safety & Public Works Committee Assistant Weed Inspector
Matt Timmers	LMCD Board Representative Alternate
Dorsey & Whitney (Jay Lindgren)	City Attorney
Campbell Knutson (Alina Schwartz)	Prosecuting Attorney
Stantec, Steve Hegland	City Engineer
Cory Johnson	Police Chief Public Safety & Public Works Committee
Hennepin County	Health Officer
Sun Sailor	Official Newspaper
Official Depositories	Alerus Bank Bridgewater Bank Multi-Bank Securities, Inc. RBC Wealth Management 4M Fund

Adopted by the City Council of the City of Deephaven, Minnesota on Monday, February 2, 2026. The following council members voted in favor: Carlson, Erdmann, Jewett, Studer and Scherschligt. The following members voted against or abstained: None. Where upon the motion and Resolution were declared passed and executed.

CITY OF DEEPHAVEN

_____
Mayor, Kent Carlson

ATTEST:

_____
City Clerk, Kimberly Lenarz-Greenwaldt

Deephaven Police Department

CORY JOHNSON
CHIEF OF POLICE

20225 Cottagewood Road
Deephaven, MN 55331

Email – coryj@deephavenpolice.com

February 2, 2026

To: Honorable Mayor Kent Carlson
Deephaven City Council

Cc: Dan Madsen, City Administrator, Special Counsel

From: Cory Johnson, Chief of Police

Re: Continued Flock Safety Cameras Discussion

During last month's work session on the Flock Camera System created some very good discussion and thoughts. Dan and I came up with some additional language to add to our Department Policy. I have also attached the MN State Law on ALPR's to further show the safeguards we have in place. I believe we have covered all of the questions and concerns that Council members had expressed. Please see the language added below:

"Information or data captured by Flock Cameras is the property of the City of Deephaven, even though the camera equipment, software and programming remain the property of Flock. The Flock information or data owned and maintained by the City of Deephaven is reserved for the exclusive use by the City of Deephaven. This information or data is statutorily defined as "non-public data," meaning that it is not accessible or discoverable via Data Practices Request. See generally, Minn. Stat. §13.824.
In extremely limited situations, Flock information or data may be provided to individuals, governmental entities or other jurisdictions, but shall only be provided subject to subpoena, warrant or order issued by a court of competent jurisdiction, or upon the existence of a qualified exception to the warrant requirements as provided by statutory authority or as further defined by Minnesota case law. The determination of the "exigent circumstances exception" to the warrant requirement will be made by the best judgement of the Deephaven Chief of Police."

Recommendation:
Approve the 36-month agreement with Flock Camera systems for a total of $12,000.00 per year. We do not own the cameras and they provide installation and all maintenance. For 2026 they are offering free install of poles and cameras, a savings of $2,600.00. There is a four to six-month backlog for installation.

13.824 AUTOMATED LICENSE PLATE READERS.

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

(b) "Automated license plate reader" means an electronic device mounted on a law enforcement vehicle or positioned in a stationary location that is capable of recording data on, or taking a photograph of, a vehicle or its license plate and comparing the collected data and photographs to existing law enforcement databases for investigative purposes. Automated license plate reader includes a device that is owned or operated by a person who is not a government entity to the extent that data collected by the reader are shared with a law enforcement agency. Automated license plate reader does not include a traffic safety camera system.

(c) "Traffic safety camera system" has the meaning given in section 169.011, subdivision 85a.

Subd. 2. **Data collection; classification; use restrictions.** (a) Data collected by an automated license plate reader must be limited to the following:

(1) license plate numbers;

(2) date, time, and location data on vehicles; and

(3) pictures of license plates, vehicles, and areas surrounding the vehicles.

Collection of any data not authorized by this paragraph is prohibited.

(b) All data collected by an automated license plate reader are private data on individuals or nonpublic data unless the data are public under section 13.82, subdivision 2, 3, or 6, or are active criminal investigative data under section 13.82, subdivision 7.

(c) Data collected by an automated license plate reader may only be matched with data in the Minnesota license plate data file, provided that a law enforcement agency may use additional sources of data for matching if the additional data relate to an active criminal investigation. A central state repository of automated license plate reader data is prohibited unless explicitly authorized by law.

(d) Automated license plate readers must not be used to monitor or track an individual who is the subject of an active criminal investigation unless authorized by a warrant, issued upon probable cause, or exigent circumstances justify the use without obtaining a warrant.

Subd. 2a. **Limitations; certain camera systems.** A person must not use a traffic safety camera system for purposes of this section.

Subd. 3. **Destruction of data required.** (a) Notwithstanding section 138.17, and except as otherwise provided in this subdivision, data collected by an automated license plate reader that are not related to an active criminal investigation must be destroyed no later than 60 days from the date of collection.

(b) Upon written request from an individual who is the subject of a pending criminal charge or complaint, along with the case or complaint number and a statement that the data may be used as exculpatory evidence, data otherwise subject to destruction under paragraph (a) must be preserved by the law enforcement agency until the criminal charge or complaint is resolved or dismissed.

(c) Upon written request from a program participant under chapter 5B, automated license plate reader data related to the program participant must be destroyed at the time of collection or upon receipt of the

request, whichever occurs later, unless the data are active criminal investigative data. The existence of a request submitted under this paragraph is private data on individuals.

(d) Data that are inactive criminal investigative data are subject to destruction according to the retention schedule for the data established under section 138.17.

Subd. 4. **Sharing among law enforcement agencies.** (a) Automated license plate reader data that are not related to an active criminal investigation may only be shared with, or disseminated to, another law enforcement agency upon meeting the standards for requesting access to data as provided in subdivision 7.

(b) If data collected by an automated license plate reader are shared with another law enforcement agency under this subdivision, the agency that receives the data must comply with all data classification, destruction, and security requirements of this section.

(c) Automated license plate reader data that are not related to an active criminal investigation may not be shared with, disseminated to, sold to, or traded with any other individual or entity unless explicitly authorized by this subdivision or other law.

Subd. 5. **Log of use required.** (a) A law enforcement agency that installs or uses an automated license plate reader must maintain a public log of its use, including but not limited to:

(1) specific times of day that the reader actively collected data;

(2) the aggregate number of vehicles or license plates on which data are collected for each period of active use and a list of all state and federal databases with which the data were compared, unless the existence of the database itself is not public;

(3) for each period of active use, the number of vehicles or license plates in each of the following categories where the data identify a vehicle or license plate that has been stolen, a warrant for the arrest of the owner of the vehicle or an owner with a suspended or revoked driver's license or similar category, or are active investigative data; and

(4) for a reader at a stationary or fixed location, the location at which the reader actively collected data and is installed and used.

(b) The law enforcement agency must maintain a list of the current and previous locations, including dates at those locations, of any fixed stationary automated license plate readers or other surveillance devices with automated license plate reader capability used by the agency. The agency's list must be accessible to the public, unless the agency determines that the data are security information as provided in section 13.37, subdivision 2. A determination that these data are security information is subject to in-camera judicial review as provided in section 13.08, subdivision 4.

Subd. 6. **Biennial audit.** (a) In addition to the log required under subdivision 5, the law enforcement agency must maintain records showing the date and time automated license plate reader data were collected and the applicable classification of the data. The law enforcement agency shall arrange for an independent, biennial audit of the records to determine whether data currently in the records are classified, how the data are used, whether they are destroyed as required under this section, and to verify compliance with subdivision 7. If the commissioner of administration believes that a law enforcement agency is not complying with this section or other applicable law, the commissioner may order a law enforcement agency to arrange for additional independent audits. Data in the records required under this paragraph are classified as provided in subdivision 2.

(b) The results of the audit are public. The commissioner of administration shall review the results of the audit. If the commissioner determines that there is a pattern of substantial noncompliance with this section by the law enforcement agency, the agency must immediately suspend operation of all automated license plate reader devices until the commissioner has authorized the agency to reinstate their use. An order of suspension under this paragraph may be issued by the commissioner, upon review of the results of the audit, review of the applicable provisions of this chapter, and after providing the agency a reasonable opportunity to respond to the audit's findings.

(c) A report summarizing the results of each audit must be provided to the commissioner of administration, to the chairs and ranking minority members of the committees of the house of representatives and the senate with jurisdiction over data practices and public safety issues, and to the Legislative Commission on Data Practices and Personal Data Privacy no later than 30 days following completion of the audit.

Subd. 7. **Authorization to access data.** (a) A law enforcement agency must comply with sections 13.05, subdivision 5, and 13.055 in the operation of automated license plate readers, and in maintaining automated license plate reader data.

(b) The responsible authority for a law enforcement agency must establish written procedures to ensure that law enforcement personnel have access to the data only if authorized in writing by the chief of police, sheriff, or head of the law enforcement agency, or their designee, to obtain access to data collected by an automated license plate reader for a legitimate, specified, and documented law enforcement purpose. Consistent with the requirements of paragraph (c), each access must be based on a reasonable suspicion that the data are pertinent to an active criminal investigation and must include a record of the factual basis for the access and any associated case number, complaint, or incident that is the basis for the access.

(c) The ability of authorized individuals to enter, update, or access automated license plate reader data must be limited through the use of role-based access that corresponds to the official duties or training level of the individual and the statutory authorization that grants access for that purpose. All queries and responses, and all actions in which data are entered, updated, accessed, shared, or disseminated, must be recorded in a data audit trail. Data contained in the audit trail are public, to the extent that the data are not otherwise classified by law.

Subd. 8. **Notification to Bureau of Criminal Apprehension.** (a) Within ten days of the installation or current use of an automated license plate reader or the integration of automated license plate reader technology into another surveillance device, a law enforcement agency must notify the Bureau of Criminal Apprehension of that installation or use and of any fixed location of a stationary automated license plate reader.

(b) The Bureau of Criminal Apprehension must maintain a list of law enforcement agencies using automated license plate readers or other surveillance devices with automated license plate reader capability, including locations of any fixed stationary automated license plate readers or other devices. Except to the extent that the law enforcement agency determines that the location of a specific reader or other device is security information, as defined in section 13.37, this list is accessible to the public and must be available on the bureau's website. A determination that the location of a reader or other device is security information is subject to in-camera judicial review, as provided in section 13.08, subdivision 4.

History: *2015 c 67 s 3; 1Sp2021 c 11 art 3 s 4; 2024 c 127 art 3 s 2,3*

DEEPHAVEN POLICE DEPARTMENT

POLICY: AUTOMATED LICENSE PLATE RECOGITION

POLICY #- L-1

EFFECTIVE DATE: 02/03/23

REVIEW DATE: 01/13/2026

APPROVED BY: Chief

Title: Automated License Plate Recognition (ALPR) System

Distribution: Sworn Officers

It shall be the policy of this department to allow the use of Automated License Plate Recognition (ALPR) systems in accordance with Minnesota Statutes and as outlined in this policy.

A. Definition

1. "Automated license plate reader" means an electronic device mounted on a law enforcement vehicle or positioned in a stationary location that is capable of recording data on, or taking a photograph of, a vehicle or its license plate and comparing the collected data and photographs to existing law enforcement databases for investigative purposes. Automated license plate reader does not include a traffic safety camera system.

B. Overview

1. The ALPR system is a computer-based technology that captures license plate numbers and compares them with data in the Minnesota license plate data file.

2. Per MN Statute 13.824 Subd. 2(c), data collected by an automated license plate reader may only be matched with data in the Minnesota license plate data file, provided that a law enforcement agency may use additional sources of data for matching if the additional data relate to an active criminal investigation.

3. Data collected shall be limited to:
    a) License plate numbers
    b) Date, time, and location data on vehicles
    c) Pictures of license plates, vehicles, and areas surrounding the vehicles

4. Collection of any data not authorized by MN Statute 13.824 Subd. 2(a) is prohibited.

5. Data collected by an automated license plate reader are private data on individuals or nonpublic data unless the data are public under section 13.82, subdivision 2, 3, or 6, or are active criminal investigative data under section 13.82, subdivision 7.

6. Automated license plate readers must not be used to monitor or track an individual who is the subject of an active criminal investigation unless authorized by a warrant, issued upon probable cause, or exigent circumstances justify the use without obtaining a warrant.

7. A person must not use a traffic safety camera system for purposes of this section (Subd. 2a).

C. Operator Responsibilities

1. Only department personnel trained in the proper use of the ALPR system may operate the system(s).

2. The ALPR system shall only be used for official and legitimate law enforcement business.

3. Operators receiving a "hit" on the ALPR system shall obtain independent verification of the information associated with the "hit" prior to taking any enforcement action. Verification shall be made by running the information through the state real-time data system using either the MDC or Dispatch, or through confirmation received from the source that generated the data resulting in the "hit".

4. Any problem with the ALPR systems should be reported promptly to the Chief of Police.

D. Data Storage and Retention

1. Notwithstanding section 138.17, and except as otherwise provided in MN Statute 13.824 Subd. 3:

    a) Data collected by an automated license plate reader that are not related to an active criminal investigation must be destroyed no later than 60 days from the

date of collection.

b) Upon written request from an individual who is the subject of a pending criminal charge or complaint, along with the case or complaint number and a statement that the data may be used as exculpatory evidence, data otherwise subject to destruction must be preserved by the law enforcement agency until the criminal charge or complaint is resolved or dismissed.

c) Upon written request from a program participant under chapter 5B, automated license plate reader data related to the program participant must be destroyed at the time of collection or upon receipt of the request, whichever occurs later, unless the data are active criminal investigative data. The existence of a request submitted under this paragraph is private data on individuals.

d) Data that are in active criminal investigative data are subject to destruction according to the retention schedule for the data established under section 138.17.

E. Release and Sharing of Data

1. ALPR information gathered and retained by the department may be used and shared with prosecutors and other law enforcement agencies for legitimate law enforcement purposes or as otherwise permitted by law and in accordance with applicable department policies and in compliance with Minnesota Statute 13.824 Subds. 4 and 7.

2. Automated license plate reader data that are not related to an active criminal investigation may only be shared with, or disseminated to, another law enforcement agency upon meeting the standards for requesting access to data as provided in MN Statute 13.824 Subd. 7.

3. If data collected by an automated license plate reader are shared with another law enforcement agency under this subdivision, the agency that receives the data must comply with all data classification, destruction, and security requirements of this section.

F. Access to ALPR Data

1. The ability of authorized individuals to enter, update, or access automated license plate reader data will be limited through the use of role-based access that corresponds to the official duties or training level of the individual and the statutory authorization that grants access for that purpose.

2. All queries and responses, and all actions in which data are entered, updated, accessed, shared, or disseminated, must be recorded in a data audit trail. Data contained in the audit trail are public, to the extent that the data are not otherwise classified by law.

3. Only those approved by the Chief of Police may access the data collected by the ALPR system. The data accessed must be pertinent to an active criminal investigation. A record of all data queries shall be generated indicating the factual basis for the access and any associated case number, complaint or basis for the access.

4. Information or data captured by Flock Cameras is the property of the City of Deephaven, even though the camera equipment, software and programming remain the property of Flock. The Flock information or data owned and maintained by the City of Deephaven is reserved for the exclusive use by the City of Deephaven. This information or data is statutorily defined as "non-public data," meaning that it is not accessible or discoverable via Data Practices Request. See generally, Minn. Stat. §13.824.

   In extremely limited situations, Flock information or data may be provided to individuals, governmental entities or other jurisdictions, but shall only be provided subject to subpoena, warrant or order issued by a court of competent jurisdiction, or upon the existence of a qualified exception to the warrant requirements as provided by statutory authority or as further defined by Minnesota case law. The determination of the "exigent circumstances exception" to the warrant requirement will be made by the best judgement of the Deephaven Chief of Police.

G. Logging and Public Records

1. The Department will maintain a public log of its use, including but not limited to:

   a) Specific times of day that the reader actively collected data;

   b) The aggregate number of vehicles or license plates on which data are collected for each period of active use and a list of all state and federal databases with which the data were compared, unless the existence of the database itself is not public;

   c) For each period of active use, the number of vehicles or license plates in each of the following categories where the data identify a vehicle or license plate that has been stolen, a warrant for the arrest of the owner of the vehicle or an owner with a suspended or revoked driver's license or similar category, or are active investigative data;

H. Records Review and Audit

1. The Police Chief or their designee will maintain a record for the purpose of audit. The record shall show the date and time ALPR data was collected and the applicable classification of the data.

2. The data shall be reviewed on a biennial basis, by a person independent of the police department to verify whether the data is classified, how the data was used, whether the data was destroyed in compliance with this policy and to verify the data was accessed in compliance with this policy and MN Statute 13.824 Subd. 6.

3. The results of the audit are public. The commissioner of administration shall review the results of the audit. If the commissioner determines that there is a pattern of substantial noncompliance with this section by the law enforcement agency, the agency must immediately suspend operation of all automated license plate reader devices until the commissioner has authorized the agency to reinstate their use.

4. A report summarizing the results of each audit must be provided to the commissioner of administration, to the chairs and ranking minority members of the committees of the house of representatives and the senate with jurisdiction over data practices and public safety issues, and to the Legislative Commission on Data Practices and Personal Data Privacy no later than 30 days following completion of the audit.

DEEPHAVEN CITY COUNCIL MEETING MEMORANDUM
20225 COTTAGEWOOD ROAD, DEEPHAVEN, MN 55331

City Council Meeting
Monday, February 2, 2026
Consent Agenda
Special Event, Tour de Tonka

Mayor Carlson & Councilmembers,

Minnetonka Community Education, through event coordinator Zach Mink**,** has submitted a Special Event Permit application for the Tour de Tonka bicycle ride.

The event is scheduled to take place on Saturday, August 1, 2026, with riders passing through the City of Deephaven between approximately 8:00 a.m. and 9:00 a.m. The event is expected to include approximately 2,000 participants**.**

The Tour de Tonka is an annual bicycle ride that travels through 16 different cities, with multiple route options, including a longest course of 100 miles. As in prior years, the event will follow the same general format and operational plan.

The Public Works Department and Police Department have reviewed the application materials and support the event as planned, with no additional conditions recommended.

Staff notes that the Certificate of Liability Insurance currently on file will need to be renewed for this event, as the event date falls outside of the applicant's current policy period. The applicant has indicated they will submit an updated certificate when it becomes available.

Staff recommends approval of the Special Event Permit for the Tour de Tonka event as submitted.

As always, if you have any question or concerns. Please feel free to reach out to me before the meeting and I can try to answer them.

Thank you,

Kimberly Lenarz-Greenwaldt
City Clerk
Deephaven, Minnesota

SPECIAL EVENT PERMIT APPLICATION

CITY OF DEEPHAVEN
20225 COTTAGEWOOD ROAD
DEEPHAVEN, MN 55331
952-474-4755

Filing Fee
$50.00

Name of Sponsoring Entity: Minnetonka Community Education Center (MTKA Public Schools)

Contact Person: Zach Mink Phone Number: 952.401.6842

Address: 4584 Vine Hill Road, Deephaven, MN 55331 Email: zachary.mink@minnetonkaschools.org

Date and Time of the Special Event: Saturday, August 1st 2026

Describe and List all Activities at the Special Event: Tour de Tonka is an annual community bike ride organized by MCEC. It's a multi-distance ride through the greater Lake Minnetonka area. The event connects communities by celebrating recreation and teamwork. Proposed activity within Deephaven would only take place on 8/1/2026 from 8:00 AM - 9:00 AM.

Proposed Location of the Special Event, please attach a map of the proposed area to be used which shows any barricades, street route plans or perimeter/security fencing.

Estimated number of: Staff 20 Participants 2,000 Spectators None

List All Special Considerations: Parking, Security Plans, Fire & Emergency Medical Services, Safety Provisions, Traffic Control, Pedestrian Access, Garbage Collection, Water Service, Electric Service, Public Restrooms: (Please list on separate sheet, if necessary)

Annual safety doc is distributed in Summer at PD/FD luncheon. Safety is a combined effort with multiple PDs, staff and volunteers. Zach Mink will contact for Deephaven PD availability. COI renews July 1, 2026

Please list the admission fee, donation or other consideration to be charged or requested for admission to the special event, if applicable: Registration is $39 - $85 depending on route.

Will food or alcohol be served or sold at the special event: No food or beverages will be served in the City of Deephaven. No alcohol is sold/served anywhere in the event.

Applicant's Signature: Zachary Mink Date: 1/6/2026

Tour de Tonka 2026:
City of Deephaven

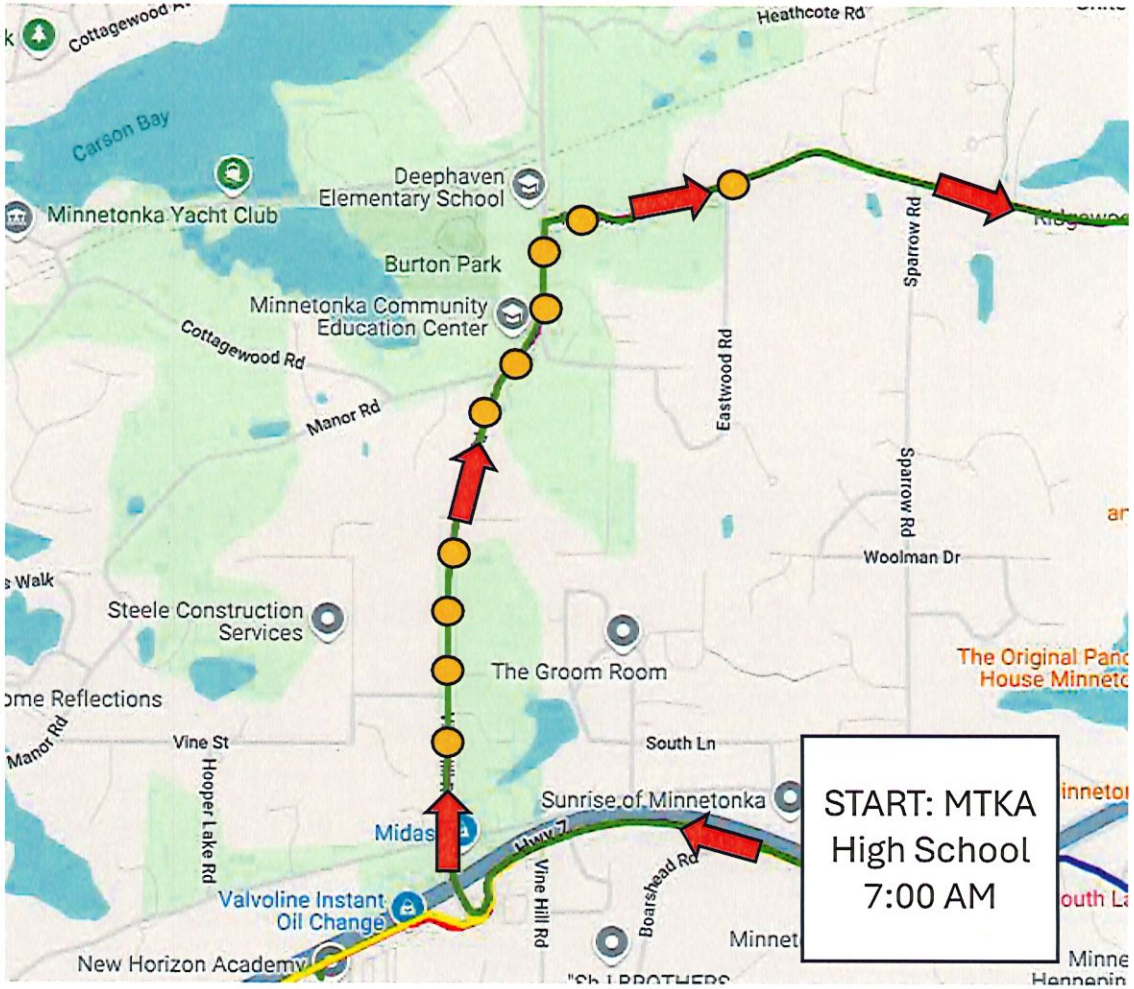
Summary:

Riders will approach Deephaven Northbound on Vine Hill Rd.

They will turn East onto Ridgewood Rd., and leave the city limits. No activity in Deephaven the rest of the day.

For all riders, Deephaven will be mile #'s 0.8 – 2.2 on their ride.

Warning Lites will supply cones along middle of roadway.



DEEPHAVEN CITY COUNCIL MEETING MEMORANDUM

20225 COTTAGEWOOD ROAD, DEEPHAVEN, MN 55331

City Council Meeting
Monday, February 2, 2026
Consent Agenda
Special Event, Tonka Trail Trot (Minnetonka Community Education Center)

Mayor Carlson & Councilmembers,

Minnetonka Community Education Center (Minnetonka School District) is requesting approval of a Special Event Permit for the Tonka Trail Trot, a one-mile fun run offered to school age children in grades K–5. The event will take place on Wednesday, May 6, 2026.

The event will be held on Minnetonka Community Education Center and Deephaven Elementary property, including the parking lot areas, baseball fields, and along the Burton Park trail. The route map is included as an attachment. Runners will be released in waves and the overall running activity is expected to be completed within approximately 45 minutes.

The event is expected to have approximately 100 participants, 75 spectators, and 10 staff members onsite. First aid and restrooms will be available at the event location. The participation cost is expected to range from $12–$25.

Staff recommends approval of the Special Event Permit request as presented.

As always, if you have any question or concerns. Please feel free to reach out to me before the meeting and I can try to answer them.

Thank you,

Kimberly Lenarz-Greenwaldt
City Clerk
Deephaven, Minnesota

SPECIAL EVENT PERMIT APPLICATION

CITY OF DEEPHAVEN
20225 COTTAGEWOOD ROAD
DEEPHAVEN, MN 55331
952-474-4755

Filing Fee
$50.00

Name of Sponsoring Entity: Minnetonka Community Education Center (MTKA School District)

Contact Person: Zach Mink Phone Number: 952.401.6842

Address: 4584 Vine Hill Road, Deephaven, MN 55331 Email: zachary.mink@minnetonkaschools.org

Date and Time of the Special Event: Wednesday, May 6th 2026 at 6:00pm

Describe and List all Activities at the Special Event: Tonka Trail Trot is a one-mile run offered to school age children (Kindergarten through 5th Grade). The route (see attached map) takes place in the MCEC & Deephaven Elementary parking lot, baseball fields, and the Burton Park trail. Runners are released in waves; the overall running activity is completed within 45 minutes.

Proposed Location of the Special Event, please attach a map of the proposed area to be used which shows any barricades, street route plans or perimeter/security fencing.

Estimated number of: Staff 10 Participants 100 Spectators 75

List All Special Considerations: Parking, Security Plans, Fire & Emergency Medical Services, Safety Provisions, Traffic Control, Pedestrian Access, Garbage Collection, Water Service, Electric Service, Public Restrooms: (Please list on separate sheet, if necessary)

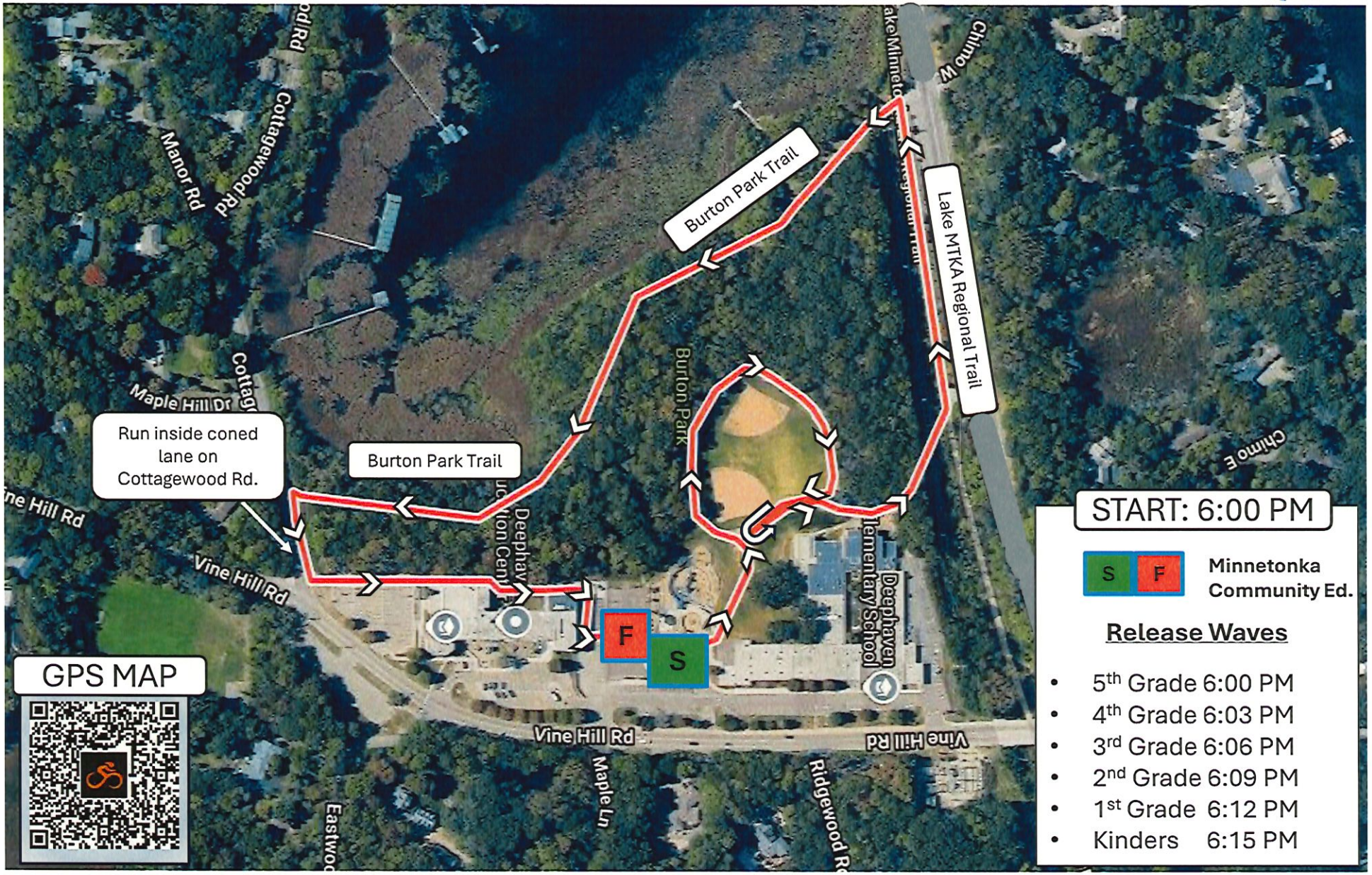
Small event: parking is not an issue. First Aid and restrooms are available on-site. No traffic control requested. MCE staff and volunteers are posted throughout the event for control & safety.

Please list the admission fee, donation or other consideration to be charged or requested for admission to the special event, if applicable: $10 - $25

Will food or alcohol be served or sold at the special event: NONE

Applicant's Signature: Zachary Mink Date: 1/6/2026

Tonka Trail Trot 1-Mile Dash



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
2850 Golf Road
Rolling Meadows IL 60008

CONTACT NAME: Katie Navin
PHONE (A/C, No, Ext): 630-228-6665 **FAX (A/C, No):** 630-285-4062
E-MAIL ADDRESS: Katie_Navin@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Underwriters at Lloyd's London	15792
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ALLIFOR-13
Alliance for Liability and Property Services
c/o Minnetonka Public Schools ISD #276
5621 County Road 101
Minnetonka MN 55345

COVERAGES **CERTIFICATE NUMBER:** 831844795 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**	Y		PK1039325	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 4,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X PoolSIR-$250,000						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ Included
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 8,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ Included
								$
A	**AUTOMOBILE LIABILITY**			PK1039325	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ $4,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Ded	$ 1,000/$1,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	School Board Legal (Claims Made) Sexual Harassment/Abuse			PK1039325	7/1/2025	7/1/2026	Per Occ/Agg	$4M/$8M Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Non-Tort liability or Out-of-State Liability claims $4,000,000 Each Occurrence Limit; per Member District
Non-Tort liability or Out-of-State Liability Claims $8,000,000 Aggregate Limit; per Member District.
If holder is specifically listed as an additional insured refer to: Certificates of Insurance Endorsement #PENP5001042021 added 7-1-2025
RE: Facilities Use.
City of Deephaven is Additional Insured on General Liability policy, where required by written contract, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER
City of Deephaven
20225 Cottagewood Rd
Excelsior MN 55331

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Item 6A

STAFF REPORT

Pat Smith, Planning Director

Deephaven City Council
February 2, 2026

APPLICATION INFORMATION

APPLICANT: Sam Steadman, Cardinal Custom Homes, LLC

PROPERTY OWNER(S): TLF Property Holdings, LLC

LOCATION: 18800 Highland Avenue (please see attached Location Map)

ZONING: R-3, Residential

SYSNOPSIS: Applicant is requesting a variance to exceed the grading limit and a Conditional Use Permit to exceed the hardcover limit by 12.3% in conjunction with constructing a new house (please see attached narrative)

PLANNING COMMISSION RECOMMENDATION: Recommended Denial

STAFF RECOMMENDATION: Denial

60/120-DAY REVIEW DEADLINE: March 1, 2026/April 30, 2026

BACKGROUND/REQUEST

According to Hennepin County Property Information, the existing house was constructed in 1940. The existing house is a legally non-conforming structure with non-conforming front yard and side yard setbacks. The existing hardcover is 23.87%. The applicant is proposing to raze the existing house and construct a new house that would increase the hardcover to 37.3%.

The proposed grading plan includes two four-foot retaining walls in the rear yard. Raising the grade eight feet exceeds the grading limit of three feet; thus, a grading variance of five feet is required.

Zoning Analysis

The property is 13,500 square feet in area and zoned R-3, Single Family Residential. The table below compares the required, existing and proposed setbacks and hardcover.

	Permitted/ Required	Existing	Proposed
Front Yard Setback	35 feet	**32 feet**	35.3 feet
Side Yard Setback – west	14 feet	14.6 feet	14.6
Side Yard Setback – east	11 feet	**5 feet**	11 feet
Rear Yard Setback	15 feet	62 feet	34 feet
Building Height (max.)	32 feet		**36 feet**
Hardcover (max.)	25%	23.87%	**37.3%**
Building Coverage (max.)	4,500 SF	1,277 SF	3,608 SF

Variance Request

Maximum Grading Limit

Section 1312.04 of the zoning ordinance requires a variance for land alterations that increase grade greater than three feet. The attached survey shows the area (in purple) that exceeds the three-foot grading limit. The maximum change in grade is eight feet in the rear yard. **Thus, the applicant is seeking a variance to exceed the maximum grade alteration by 5 feet.**

Variance Review Criteria

Minn. Stat § 462.357, subd. 6(2) states that variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties" means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. The City's Board of Appeals and Adjustments evaluating a variance request is required to make the following inquiries:

1) ***Does the proposal put property to use in a reasonable manner?***
   Staff Comment: The grading variance is caused by the size of the house for this lot that has a significant slope to the rear of the property. A smaller house would have either a less of a grading variance or no variance at all. The house at 18700 Highland Avenue was constructed in 2021 and has a footprint of 1,693 square feet, less than half of the proposed house even though the lot at 18700 Highland Avenue is 9,035 square feet larger than the subject lot. A house similar in size to the newer house at 18700 Highland Avenue seems reasonable for the subject lot.

2) Are there unique circumstances to the property not created by the landowner?

Staff Comment: No, the size of the house is dictating the severity of the variance request.

3) Will the variance, if granted, alter the essential character of the locality?

Staff Comment: Yes, the proposed house is twice the size of houses in the neighborhood.

Conditional Use Permit Request

Section 1302.05(2) of the zoning ordinance limits the maximum allowable impervious surface area on the property to 25%, but allows properties to exceed the limit with a Conditional Use Permit if the following conditions are met:

(i) Stormwater runoff does not negatively impact adjacent properties;
(ii) Effective hardcover is mitigated to below 25%; and
(iii) The proposed stormwater management facilities shall retain one inch of runoff of that portion of the hardcover that exceeds 25%. Performance credit given for stormwater mitigation practices shall be 75% of the calculated volume retained; and
(iv) The property owner enters into a maintenance agreement with inspections performed by the City at a minimum every five years. The property owner shall reimburse the City for stormwater facility inspections. The maintenance agreement shall be executed and recorded against the parcel.

The applicant is proposing to mitigate the additional hardcover by installing an infiltration trench in the northwest corner of the property. The effective hardcover is 24.5%. The City Engineer has reviewed and approved the grading and stormwater management plans (please see attached letter).

When considering a Conditional Use Permit to exceed the hardcover limit, the City Council should also consider the criteria listed in Section 1320.03 of the Zoning Ordinance:

- The effect of the proposed use on the plan for development of the community.
- The character and development of the neighborhood.
- The health, safety, and welfare of occupants of surrounding lands.
- The effect on property values of the subject premises and in the surrounding area.

PUBLIC COMMENT

Staff sent a public notice to all property owners within 350 feet of the subject site prior to the Planning Commission meeting of January 20, 2026. Public comments are attached.

STAFF RECOMMENDATION

Staff recommends denial of a variance to exceed the grading limit of five feet and denial of a Conditional Use Permit to exceed the hardcover limit by 12.3% in conjunction with building a house at 18800 Highland Avenue based on the following findings:

1. A smaller house that would reduce the hardcover limit and grading variance request would be a reasonable use for the subject lot.

2. The size and depth of the proposed house is creating the need for a grading variance.

3. The proposed house is twice the size of houses in the neighborhood and twice the size of a newly constructed house at 18870 Highland Avenue even though that lot is 9,035 square feet larger than the subject lot.

4. Based on the size of the proposed house, the house is out of character of the neighborhood, altering the essential character of the neighborhood.

PLANNING COMMISSION ACTION TAKEN ON 1/20/26 (on a 5-0 vote)

Moved to accept the recommendation and findings of staff and recommend the City Council **deny** a variance to exceed the grading limit by five feet and a Conditional Use Permit to exceed the hardcover limit by 12.3% in conjunction with building a new house at 18800 Highland Avenue.

CITY COUNCIL ACTION REQUESTED

Possible motions include:

1) I move the City Council accept the recommendation and findings of staff and the Planning Commission and **deny** a variance to exceed the grading limit by five feet and a Conditional Use Permit to exceed the hardcover limit by 12.3% in conjunction with building a new house at 18800 Highland Avenue.

OR

2) I move the City Council **approve** a variance to exceed the grading limit by five feet and a Conditional Use Permit to exceed the hardcover limit by 12.3% in conjunction with building a new house at 18800 Highland Avenue as proposed. The motion is based on the following findings: _____.

Attachments:

1) Location Map
2) Photos of Existing House
3) Proposed Survey
4) Drainage Details and Map
5) Proposed Elevations and Floor Plans
6) Public Comments
7) City Engineer Letter
8) Draft Resolution

LOCATION MAP
18800 Highland Avenue



ZEHNDER | HOMES, INC

10300 10TH AVE N • PLYMOUTH, MN 55441 • 763-204-8114 • LICENSE #: BC582356

October 7, 2025

RE: 18800 Highland Ave – Variance Request

Written Statements:

1. The variance is needed to add additional fill at the rear of the lot to accommodate the natural slope of the property and create a functional, stable yard area. The existing topography drops significantly from the buildable area toward the back of the lot, making it impractical to achieve a safe and usable grade within the standard fill limits established by the zoning ordinance. Without the variance, the site would have steep yard areas, limited outdoor usability, and potential drainage and erosion concerns.

2. What makes this property unique compared to other similarly sized lots in the neighborhood is its significant change in elevation from the street toward the rear of the lot. The natural topography drops steeply, creating a pronounced slope that limits the ability to achieve functional and safe yard areas within the standard fill limits. This steep grade also affects the structural stability of a future home, as additional grading and fill are necessary to create a level and secure foundation area that meets modern building and safety standards. Most neighboring lots are relatively level or have more gradual slopes that allow them to meet the City's grading and fill requirements without difficulty.

3. The requested amount of fill represents the minimum necessary to establish safe, functional, and properly drained yard areas while accommodating the existing slope of the lot. The proposed grading plan minimizes the extent of fill to only what is required to achieve stable slopes, positive drainage away from the home, and a reasonably usable rear yard consistent with other residential properties in the area.

4. Several alternatives to a variance were considered, including reducing the amount of fill, reconfiguring the house placement, adjusting the floor elevations and alternative grading plans. However, none of the alternatives provided practical or functional solution given the slope and existing constraints. Additional fill is the most practical and balanced approach to achieve safe grades, manage the stormwater appropriately, and maintain compatibility with the neighborhood.

5. Granting the variance relieves a practical difficulty created by the property's natural topography, which was not caused by the landowner. The additional fill will allow for proper drainage away from the home and neighboring properties and support a grading plan consistent with other residential lots in the area.

6. Granting this variance will not alter the essential character of the neighborhood because the proposed grading and finished elevations are consistent with the surrounding residential properties. The additional fill will not result in any unusual height, massing, or appearance changes — the property will continue to look and function as a typical single-family residential lot. The proposed grading is designed to blend naturally into adjacent yards, maintain proper drainage patterns, and preserve existing vegetation where feasible. Once complete, the finished yard and landscaping will be visually compatible with nearby homes and will not create any negative visual or physical impacts. The intent of the project is to create a safe, functional, and aesthetically consistent residential lot while maintaining the established character and appearance of the neighborhood.

7. The variance request is not based on economic considerations but rather on the physical characteristics and natural topography of the property. The steep slope from the buildable area to the rear of the lot creates a practical difficulty in meeting the City's fill limitations while still achieving safe and functional yard areas with proper drainage.
   The intent of the request is to allow for reasonable residential use of the property consistent with surrounding homes — by addressing these physical site constraints. The need for additional fill arises from the existing grade conditions, not from any desire to reduce costs or increase property value. The proposed solution prioritizes stability, drainage control, and compatibility with the neighborhood, demonstrating that the request is based on functional and environmental necessity rather than economic gain.


18800

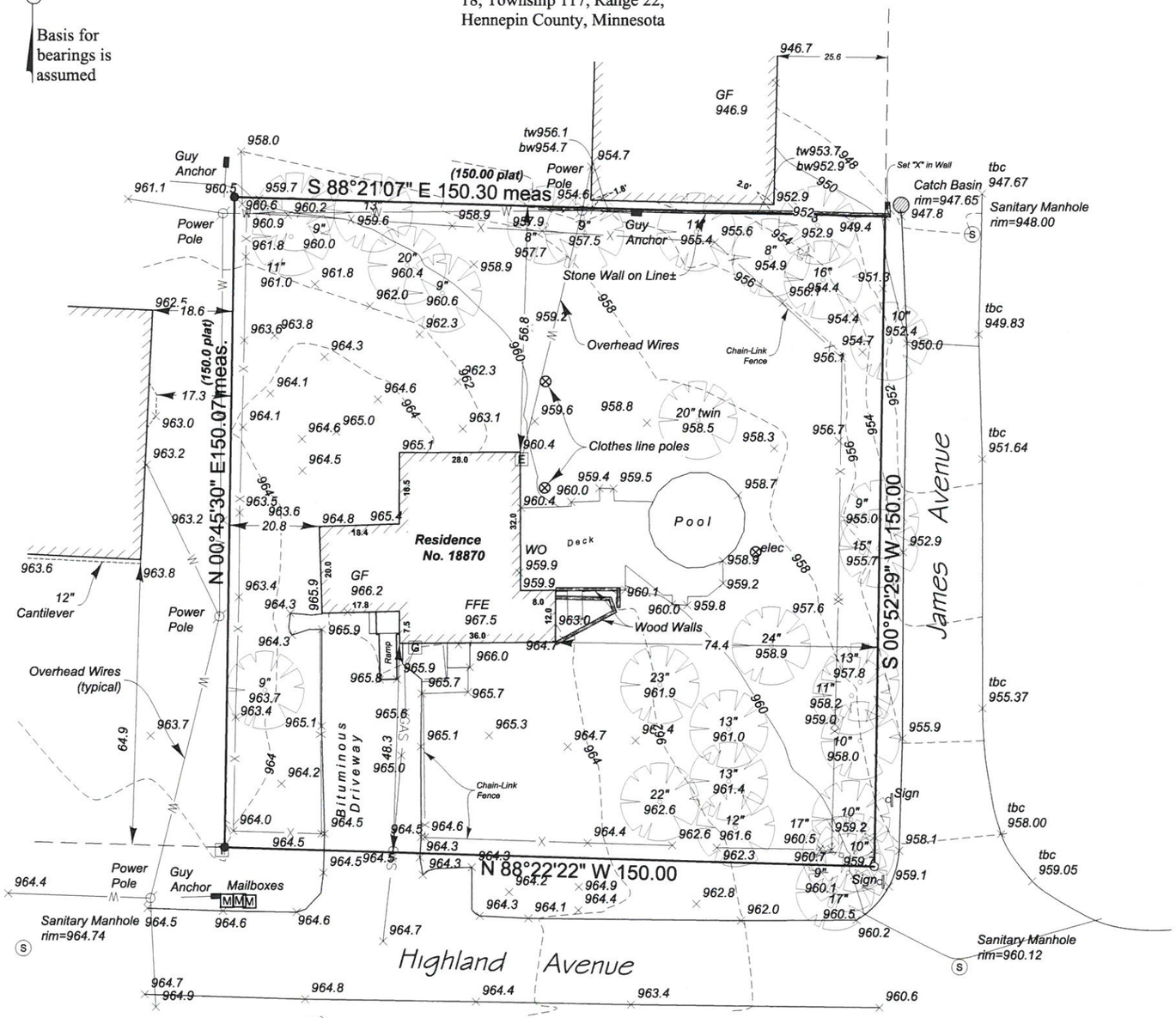
Surveyors Certificate

Existing Conditions Survey For:

REFINED LLC

Property located in Section
18, Township 117, Range 22,
Hennepin County, Minnesota

Basis for bearings is assumed



Hardcover	
Lot Area	22,525 sq ft
Driveway	1,186 sq ft
Building	1,693 sq ft
Deck	745 sq ft
Pool	380 sq ft
Garage Steps	35 sq ft
Pavers	44 sq ft
Front Steps	30 sq ft
Total	4,113 sq ft
Percentage	18.26%

- Denotes Found Iron Monument
- Denotes Iron Monument
- Denotes Wood Hub Set for excavation only
- Denotes Existing Contours
- Denotes Proposed Contours
- x000.0 Denotes Existing Elevation
- 000.0 Denotes Proposed Elevation
- Denotes Surface Drainage

Legal Description

Lots 42, 43, and 44, DEEPHAVEN PARK SUBDIVISION NO. 1
Hennepin County, Minnesota

DEMARC
LAND SURVEYING & ENGINEERING
7601 73rd Avenue North (763) 560-3093
Minneapolis, Minnesota 55428 DemarcInc.com

Project No. 89241 Scale: 1" = 30'

F.B.No. 1114-78 Drawn By T. Munson

Address: 18870 Highland Avenue
Deephaven, MN

rev

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

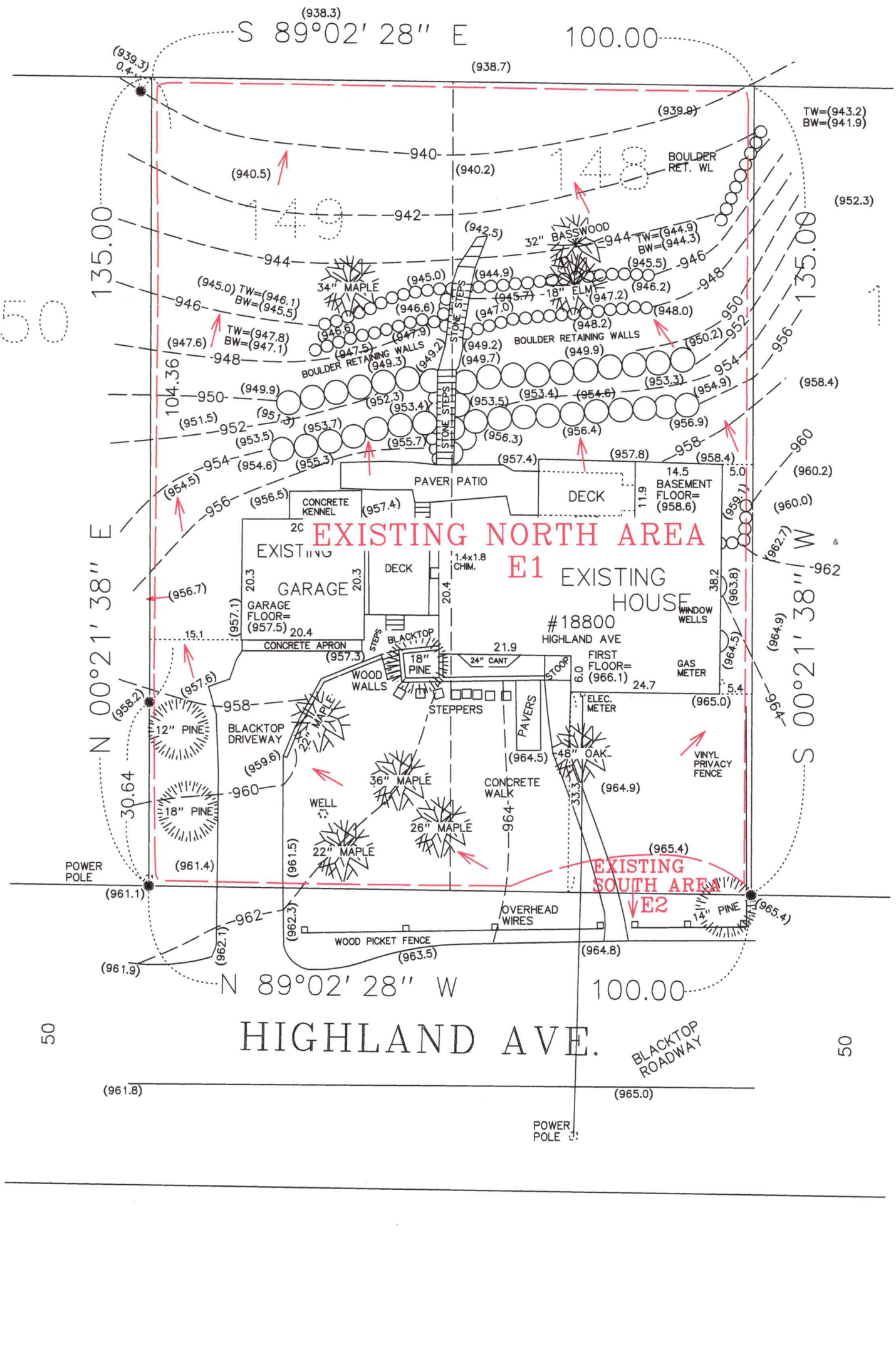
Surveyed this 2nd day of October 2020.

Signed

Gregory R. Prasch, Minn. Reg. No. 24992

F:\survey\deephaven park subdivision No 1\42-43-44 deephaven park sub no 1\01 Surveying - 89241\01 CAD\01 Source\01 Survey Base.dwg

EXISTING DRAINAGE AREAS



25196BEXISTING.SCJ

GRONBERG AND ASSOCIATES, INC.
CONSULTING ENGINEERS, LAND SURVEYORS, & SITE PLANNERS
445 NORTH WILLOW DRIVE LONG LAKE, MN. 55356
952-473-4141

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.

Mark S. Gronberg

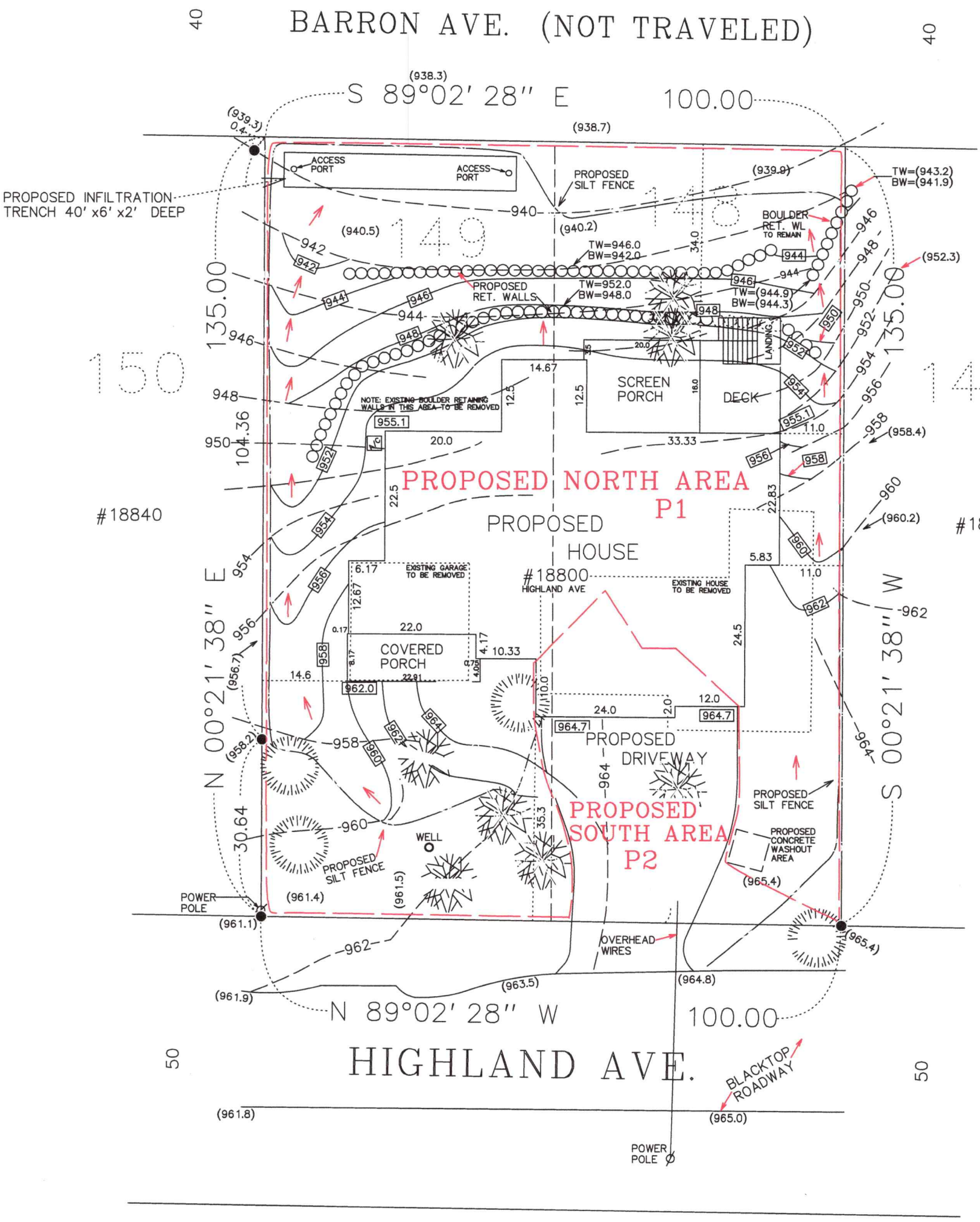
Mark S. Gronberg Minnesota License Number 12755

SCALE 1"=20'

DATE 10-28-25

JOB NO. 25-196B

PROPOSED DRAINAGE AREAS



GRONBERG AND ASSOCIATES, INC.
CONSULTING ENGINEERS, LAND SURVEYORS, & SITE PLANNERS
445 NORTH WILLOW DRIVE LONG LAKE, MN. 55356
952-473-4141

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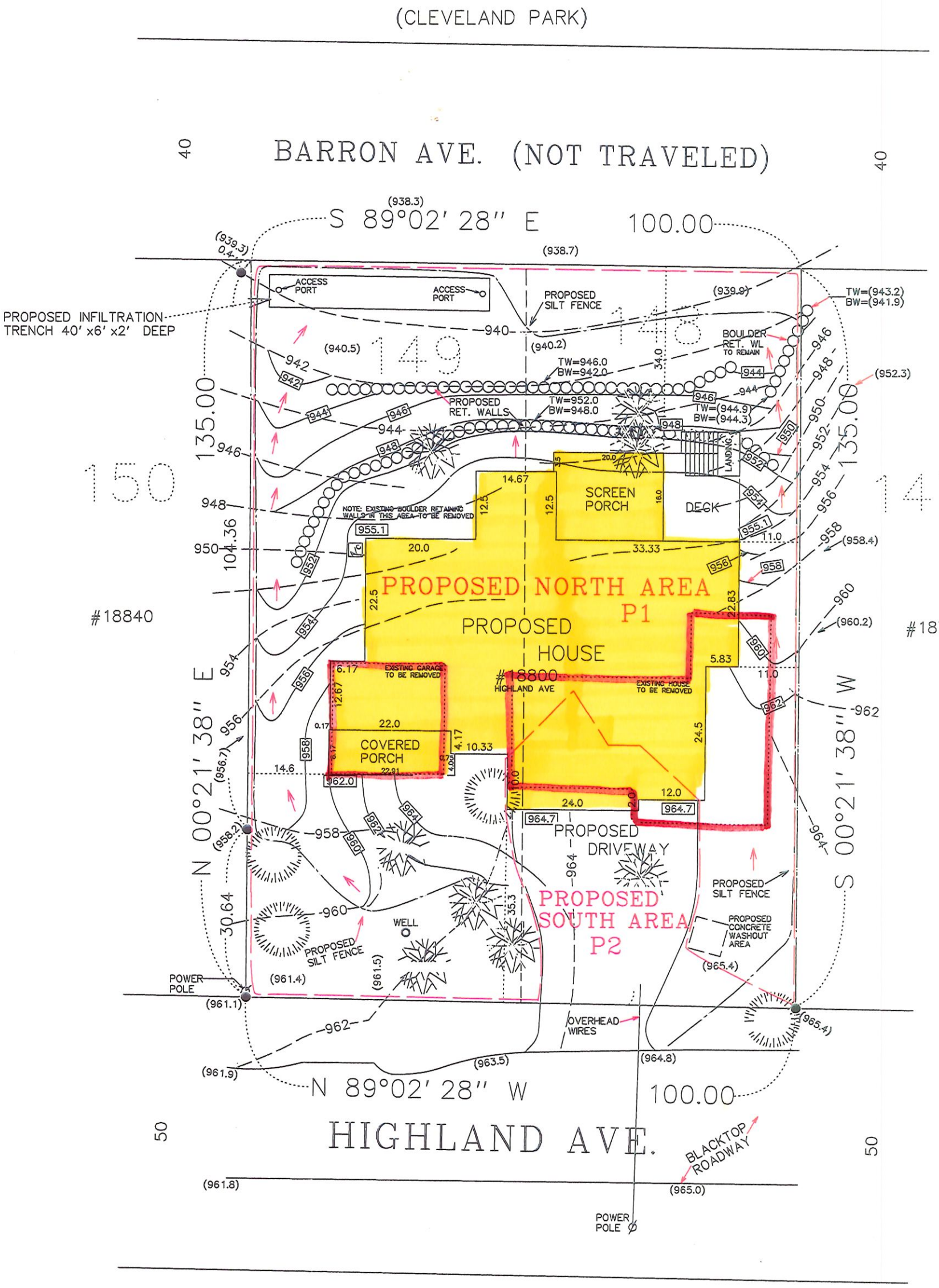
Mark S. Gronberg

Mark S. Gronberg Minnesota License Number 12755

SCALE	DATE	JOB NO.
1"=20'	10-28-25	25-196

25-196B

PROPOSED DRAINAGE AREAS



GRONBERG AND ASSOCIATES, INC.
CONSULTING ENGINEERS, LAND SURVEYORS, & SITE PLANNERS
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Mark S. Gronberg

Mark S. Gronberg Minnesota License Number 12755

SCALE	DATE	JOB NO.
1"=20'	10-28-25	25-196

25-196B

HIGHLAND RESIDENCE

18800 Highland Ave, Deephaven, MN

-working- PERMIT SET 9-3-25

SHEET INDEX

PRICING	PERMIT					
08.12.25	08.26.25					
		ARCHITECTURAL				
●	●	A0.0	COVER SHEET			
		C1.0	EXISTING SURVEY			
		C1.1	PROPOSED SURVEY			
●	●	A1.0	FOUNDATION PLAN			
●	●	A1.1	LOWER LEVEL PLAN			
●	●	A1.2	MAIN LEVEL PLAN			
●	●	A1.3	UPPER LEVEL PLAN			
●	●	A1.4	ROOF PLAN			
●	●	A2.0	EXTERIOR ELEVATIONS			
●	●	A2.1	EXTERIOR ELEVATION			
●	●	A2.2	EXTERIOR ELEVATION & SCHEDULES			
●	●	A3.0	BUILDING SECTIONS			
		E2.0	LOWER LEVEL RCP/ELECT. PLAN			
		E2.1	MAIN LEVEL RCP/ELECT. PLAN			
		E2.2	UPPER LEVEL RCP/ELECT. PLAN			
		STRUCTURAL				
	●	S-0	STRUCTURAL DRAWINGS			
	●	S-1	STRUCTURAL DRAWINGS			
	●	S-2	STRUCTURAL DRAWINGS			
	●	S-3	STRUCTURAL DRAWINGS			
	●	S-4	STRUCTURAL DRAWINGS			
	●	S-5	STRUCTURAL DRAWINGS			

PROJECT DIRECTORY

GENERAL CONTRACTOR:
Zehnder Homes, Inc.
Eric Zehnder
651-303-5747

ARCHITECT:
Max Windmiller
952-250-1941
Max@windmillerds.com

William Dohman
651-249-1886
William.Dohman@gmail.com

INTERIORS:

AREA CALCULATIONS SUMMARY (08/26/25):

	FINISHED SPACE	UNFINISHED SPACE
LOWER LEVEL:	1950	283 MECH RM
MAIN LEVEL:	2231	920 GARAGE
		179 ENTRY PORCH
		261 BACK DECK W/ STAIR
		314 SCREEN PORCH
UPPER LEVEL:	2305	
TOTALS:	6,486 G.S.F.	1,957 G.S.F.

NOTE:

WINDMILLER DESIGN STUDIO, LLC. ASSUMES NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL ERRORS OR OMISSIONS. WINDMILLER DESIGN STUDIO, LLC. ASSUMES NO RESPONSIBILITY FOR THE WORKMANSHIP OF THE SUB-CONTRACTORS. THE CONTRACTOR AND/OR OWNER MUST VERIFY AND CHECK ALL NOTES, DETAILS, ELEVATIONS, SECTIONS AND FLOOR PLANS AND NOTIFY WINDMILLER DESIGN STUDIO, LLC. OF ANY ERRORS OR OMISSIONS FOR POSSIBLE CORRECTION PRIOR TO THE START OF CONSTRUCTION.

GENERAL NOTES:

1. IMPORTANT: ALL DIMENSIONS ARE ±. GENERAL CONTRACTOR TO FIELD VERIFY ALL EXISTING SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. ALL DIMENSIONS TO FRAMING & EXTERIOR SHEATHING UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS HAVE PRECEDENCE OVER SCALED DRAWINGS.
4. ALL STRUCTURAL COMPONENTS & CONNECTIONS TO BE ENGINEERED BY SUPPLIER.
5. ALL WINDOW HEADERS TO BE 2- 2X10'S UNLESS OTHERWISE NOTED.
6. ALL WOOD ABUTTING CONCRETE TO BE TREATED.
7. ALL ANGLES TO BE 45 DEGREES UNLESS OTHERWISE NOTED.
8. GENERAL CONTRACTOR TO INSTALL ALL PRODUCTS PER MANUFACTURERS RECOMMENDATIONS.
9. GENERAL CONTRACTOR SHALL NOT COMMENCE WORK UNDER THIS CONTRACT PRIOR TO SUBMITTING PROOF OF INSURANCE AND APPROVAL OF THE OWNER.
10. GENERAL CONTRACTOR AND HIS SUBCONTRACTORS SHALL OBTAIN ALL REQUIRED PERMITS BEFORE STARTING THE WORK, AND OBTAIN SIGN-OFFS UPON COMPLETION OF THE WORK.
11. GENERAL CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND SERVICES NECESSARY TO COMPLETE THE ENTIRE SCOPE OF WORK, AND SHALL COORDINATE ALL TRADES, MATERIAL DELIVERY SCHEDULES, ETC. TO PERFORM THE JOB IN THE MOST EXPEDITIOUS MANNER.
12. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF ALL BUILDING MATERIALS AND FIXTURES DURING CONSTRUCTION AND PROVIDING ALL NECESSARY PROTECTION TO EXISTING OCCUPIED AREAS.
13. GENERAL CONTRACTOR SHALL PERFORM DAILY CLEAN-UP OF THE JOB SITE.
14. GENERAL CONTRACTOR SHALL PERFORM FINAL CLEAN-UP OF THE SITE UPON COMPLETION OF THE WORK.
15. GENERAL CONTRACTOR TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL CODES.
16. THE PREVAILING BUILDING CODE IS THE RESIDENTIAL BUILDING CODE (RBC) .
17. CONSTRUCTION SHOULD BE PERFORMED TO CURRENT STATE OF MINNESOTA BUILDING & ENERGY CODES AND LOCAL INDUSTRY STANDARDS AND STANDARD INDUSTRY PRACTICES.
18. ALL WINDOWS & DOORS SHOULD BE INSTALLED PER MANUFACTURERS INSTALLATION REQUIREMENTS AND THE MINNESOTA LATH AND PLASTER BUREAU REQUIREMENTS.
19. ALL WEATHER RESISTIVE BARRIERS SHOULD BE INSTALLED PER IRC SEC. R703.2 AS AMENDED BY THE STATE OF MINNESOTA RULES SECTION 1309.0707
20. ENGINEERING- ALL HVAC, PLUMBING, ELECTRICAL, SOILS AND STRUCTURAL ENGINEERING AND DESIGN SHALL BE PROVIDED BY THE RESPECTIVE SUBCONTRACTOR/SUPPLIER OF THOSE SYSTEMS AND COORDINATED BY THE GENERAL CONTRACTOR. INFORMATION HEREIN SHOWN IN THESE REGARDS IS PROVIDED FOR CLARIFICATION OF THE OVERALL PROJECT'S DESIGN INTENT ONLY.
21. PRODUCT INFORMATION- PROVIDE SAMPLES AND SHOP DRAWINGS FOR ALL MATERIALS AND FABRICATED ITEMS TO THE EXTENT THE OWNER HAS FULL UNDERSTANDING OF THE PRODUCTS AND/OR DESIGN OF.
22. SPECIFICATIONS- CONTRACTOR SHALL DISCLOSE TO THE OWNER AND COORDINATE ALL SPECIFICATIONS OF ALL ASPECTS OF THE WORK THAT ARE NOT INDICATED IN THE DRAWINGS OR PRE-SELECTED BY THE OWNER.

NOTE: VERIFY GIRDER OR POINT LOADS WITH TRUSS/JOIST SUPPLIER THAT ARE ASSOCIATED WITH STRUCTURE NOT INDICATED ON PLANS AND CANNOT BE SUPPORTED ON TYPICAL SPREAD FOOTING. NOTIFY FOOTING & FOUNDATION SUPPLIER PRIOR TO PROCEEDING WITH ANY WORK.

PLAN NOTES:

GENERAL FRAMING INFORMATION:

ALL WOOD FRAMING TO COMPLY WITH APPLICABLE STATE AND LOCAL BUILDING CODES AND THE NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION PUBLISHED BY THE NATIONAL FOREST PRODUCTS ASSOCIATION (NFPA)

IMPORTANT: ALL DIMENSIONS ARE ±. GENERAL CONTRACTOR TO FIELD VERIFY ALL EXISTING SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

THESE PLANS INDICATED CONCEPTUAL TRUSS CONFIGURATIONS AND LOADING CONDITIONS. ALL FLOOR AND ROOF TRUSSES INDICATED ON THESE PLANS ARE TO BE DESIGNED AND ENGINEERED BY THE MANUFACTURER LICENSED TO PRACTICE WITHIN THE STATE OF THE PROJECT. PRIOR TO CONSTRUCTION VERIFY ALL POINT LOAD AND BEARING CONDITIONS AND COORDINATE POSTS AND BEARING REQUIREMENTS WITH THE BUILDER. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES FROM THESE PLANS. FOLLOW MANUFACTURERS RECOMMENDATIONS AND REQUIREMENTS FOR AND FURNISH ALL BLOCKING, STIFFENERS, BRACING, FASTENERS, HARDWARE, ETC. NECESSARY FOR INSTALLATION.

ALL CONVENTIONAL LUMBER TO BE HEM-FIR #2 GRADE OR BETTER. MINIMUM LVL LUMBER PROPERTIES:
Fb = 2,600 PSI
Fv = 285 PSI
E = 1,900,000 PSI

UNLESS NOTED OTHERWISE: EXTERIOR WALLS (INCLUDING GARAGE WALLS) TYPICALLY TO BE 2X6 CONSTRUCTION. INTERIOR WALLS TYPICALLY TO BE 2X4, INTERIOR WALL WITH POCKET DOORS TO BE 2X6 CONSTRUCTION. POCKET DOORS TO BE CUSTOM FABRICATED WITH "TIMBERSTRAND ENGINEERED FRAMING". CABINET WALLS AND BALLOON FRAMED WALLS SHALL BE FRAMED WITH "TIMBERSTRAND".

PLAN DIMENSIONS ARE TYPICALLY TAKEN TO OUTSIDE OF WALL SHEATHING AT EXTERIOR WALLS AND TO CENTER LINES OF FACE OF STUD AT INTERIOR WALLS.

COLUMN SIZES SHALL NOT EXCEED CRUSHING STRENGTH OF THE PLATES THEY BEAR ON- SIZE AS REQUIRED. UTILIZE SQUASH BLOCKING OR BEAR DIRECTLY ON FOUNDATION.

USE PRESERVATIVE TREATED COLUMNS, BEAMS, PLATES, MISC. FRAMING MEMBERS AS REQUIRED BY CODE AND AS CALLED OUT IN PLANS.

WHERE WOOD FRAMING SIZES ARE INDICATED, MANUFACTURER TO VERIFY GRADE AND SPACING REQUIRED TO MAINTAIN MINIMUM L/480 DEFLECTION.

ALL FLOOR BEAMS TO BE SET FLUSH WITH FLOOR FRAMING UNLESS INDICATED OTHERWISE.

ALL ROOF BEAMS TO BE DROPPED UNLESS NOTED OTHERWISE

DROPPED FLOOR BEAMS OR ROOF BEAMS SHALL BE 12" MAXIMUM DEPTH UNLESS NOTED OTHERWISE.

SILL PLATES SHALL BE 2X6 MINIMUM. ANCHOR BOLTS SHALL BE 1/2" MIN. DIAMETER (U.N.O.) CAST IN PLACE WITH 7" EMBED. ANCHOR BOLTS SHALL HAVE 2" DIA. X 0.125" THICK WASHERS TIGHTENED AND COUNTERSUNK, 1/4" INTO THE TOP OF THE SILL PLATE. SPACING SHALL BE 48" O.C. WITH A MIN. OF TWO BOLTS PER PIECE WITH BOLT LOCATED NO MORE THAN 12" OR LESS THAN 4" FROM EACH END OF EACH PIECE.

AT TILED FLOOR AREAS USE MUDSET METHOD AND DEPRESS FLOOR SHEATHING SO IT IS FLUSH WITH TOP OF FLOOR FRAMING (SHEATHING IN BETWEEN FRAMING MEMBERS)

WINDOW DESIGNATIONS ON PLANS INDICATE FRAME WIDTH X HEIGHT. VERIFY ROUGH OPENING SIZES WITH WINDOW MANUFACTURER.

AS A MINIMUM, UNLESS SHOWN OTHERWISE ON PLANS, PROVIDE DOUBLE STUD AT ALL HEADER AND LINTEL SUPPORTS (ONE FULL HEIGHT KING STUD AND ONE JACK STUD)

SHEATHING:

ALL EXTERIOR WALLS TO HAVE CONTINUOUS PLYWOOD WALL SHEATHING. EACH PANEL OF SHEATHING SHALL BE IDENTIFIED WITH THE APPROPRIATE GRADE - TRADEMARK OF THE AMERICAN PLYWOOD ASSOCIATION.

PROVIDE 1/8" SPACE AT EDGES AND ENDS OF EACH SHEET OR AS REQUIRED BY THE MANUFACTURER.

GRADE AND TYPE SHALL BE AS FOLLOWS:
ROOF SHEATHING: 40/20 APA RATED SHEATHING EXPOSURE 1
EXTERIOR WALL: 24/16 APA RATED SHEATHING EXPOSURE 1
FLOORS: 48/24 APA RATED SHEATHING EXPOSURE 1 (T&G)

5/8" MINIMUM ROOF SHEATHING TO BE ATTACHED WITH 0.113" DIAMETER NAILS AT 6" O.C.; EDGE, 12" O.C. FIELD. PROVIDE 6" O.C. NAILING TO ALL MEMBERS IN LINE WITH SHEAR WALLS. EDGE FASTENERS SHOULD BE PLACED 3/8" FROM PANEL EDGES AND ENDS OR AS REQUIRED BY THE MANUFACTURER.

3/4"MINIMUM FLOOR SHEATHING TO BE GLUED AND ATTACHED WITH 0.113" DIAMETER NAILS @ 6" O.C. EDGE. 12" O.C. FIELD.

1/2" MINIMUM PLYWOOD EXTERIOR WALL SHEATHING TO BE ATTACHED WITH 0.113" DIAMETER NAILS AT 6" OC., EDGE, 12" O.C. FIELD UNLESS OTHERWISE NOTED ON PLANS.

INTERIOR SHEAR WALLS TO HAVE 5/8" GYPSUM SHEATHING BOTH SIDES OF WALL ATTACHED WITH 6d COOLER NAILS OR WALLBOARD NAILS AT 7" O.C. EDGE, 12" O.C. FIELD UNLESS NOTED OTHERWISE ON PLANS.

SPLICE ALL SHEATHING ON A COMMON MEMBER SO AS TO PROPERLY TRANSFER SHEAR FORCES.

ALL SHEATHING NAILING TO BE COMMON WIRE OR GALVANIZED NAILS.

CONCRETE WORK:

DO NOT BEGIN CONCRETE WORK UNTIL ALL LOADING CONDITIONS HAVE BEEN VERIFIED BY GENERAL CONTRACTOR

ALL CONCRETE WORK SHALL COMPLY WITH STATE AND LOCAL BUILDING CODES AND ORDINANCES. CONCRETE CONTRACTOR SHALL VERIFY ALL REQUIREMENTS.

TYPICAL FULL HEIGHT FOUNDATION WALLS SHALL BE 8" MINIMUM CONCRETE REINFORCED WITH #4'S AT 24" O.C. EACH WAY AT 3/4" CLEAR OF INSIDE FACE. WALLS 10' OR THICKER SHALL HAVE AN ADDITIONAL LAYER OF #4'S AT 12' O.C. EACH WAY AT 3" CLEAR FROM EXTERIOR FACE. PROVIDE DOWELS TO FOOTING TO MATCH MAIN VERTICAL WALL REINFORCEMENT, AND HOOK 12" INTO FOOTING AT 3" CLEAR OF BOTTOM.

ROOF PLAN NOTES:

- TYPICAL ROOFING SYSTEM SHALL BE AS FOLLOWS: ASPHALT ROOF SHINGLES, ROOFING FELT/SELF ADHERED ROOFING UNDERLAYMENT OVER ROOF SHEATHING.

- STANDING SEAM METAL ROOF SYSTEM SHALL BE AS FOLLOWS: PREFORMED STANDING SEAM METAL PANELS, RED ROSIN PAPER, ROOFING FELT/SELF ADHERED ROOFING UNDERLAYMENT OVER ROOF SHEATHING.

- METAL PANS WHERE INDICATED SHALL BE FLAT SOLDERED SEAMED COPPER OVER W.R.GRACE "ULTRA" SELF ADHERED ROOFING UNDERLAYMENT. IF FIELD SEAMING IS PERFORMED PLACE 2 LAYERS ROOFING FELT UNDER SEAM LOCATIONS TO PROTECT UNDERLAYMENT.

- ROOFING FELT SHALL BE UL RATED 30 LB ASPHALT SATURATED ORGANIC FELT.

- TYPICAL SELF ADHERED ROOFING UNDERLAYMENT SHALL BE W.R. GRACE "ICE AND WATER SHIELD." INSTALL AT FOLLOWING LOCATIONS: 1) ALONG EAVES EXTENDING A MINIMUM OF 36" HORIZONTALLY UP ROOF BEYOND THE INSULATED WALL LINE, 2) 36" SHEET WIDTH ALONG GABLE (RAKE) ENDS, 3) 36" SHEET WIDTH AT VALLEYS, 4) 36" SHEET WIDTH AT ROOF/WALL INTERSECTIONS, 5) ALL AROUND CHIMNEX, SKYLIGHTS, AND OTHER ROOF PENETRATIONS. 6) COMPLETELY AT ALL ROOFS LESS THAN 4:12 PITCH. 7) 36\ SHEET AT ROOF PITCH TRANSITIONS. 8) OTHER AREAS AS REQUIRED BY CODE.

- INSTALL PREFINISHED METAL DRIP FLASHING ALONG ALL EAVES AND RAKE ENDS TO HAVE MINIMUM 6" FLANGE ONTO ROOF SURFACE.

- INSTALL PREFINISHED METAL VALLEY FLASHING WITH 1" V-CRIMP, 12" MINIMUM UP EACH SIDE OF VALLEYS OR WEAVE SHINGLES AT VALLEYS.

- INSTALL PREFINISHED METAL FLASHING AT ROOF PITCH TRANSITIONS.

- INSTALL PREFINISHED METAL FLASHING ALONG ROOF/WALL INTERSECTIONS AND ALONG ROOF/CHIMNEY INTERSECTIONS.

- CONFORM WITH "SMACNA" ARCHITECTURAL SHEET METAL MANUAL, LATEST EDITION FOR ALL METAL ROOFING, FLASHING, AND ROOF PENETRATION SYSTEMS.

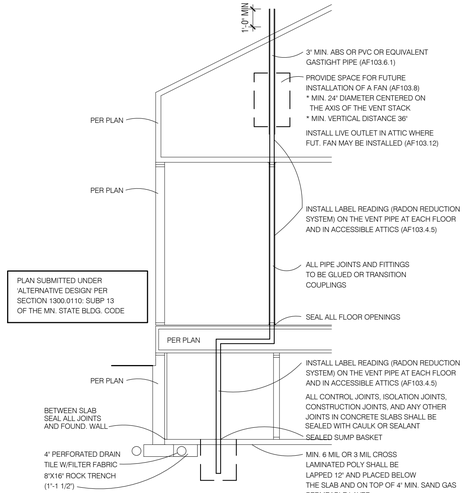
- RIDGE VENTS TO BE HIGH PROFILE, PLASTIC TYPE, SHINGLE OVER VENT SYSTEM (COR-A-VENT V-600 SERIES OR EQUAL). INSTALL CONTINUOUSLY ALONG RIDGES.

- INSTALL ROOF TO WALL VENTS (COR-A-VENT ROOF-2-WALL VENT OR EQUAL) WHERE INDICATED ON DRAWINGS.

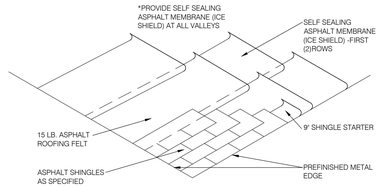
- NOT ALL ROOF PENETRATIONS ARE INDICATED ON THESE DRAWINGS. COORDINATE FLUES, DRYER VENTS, PLUMBING STACKS, ETC. AND PROVIDE ACCESSORIES AND INSTALLATION AS REQUIRED. ALL PENETRATIONS SHOULD BE PLACED ON REAR SIDE OF ROOF IF POSSIBLE. REVIEW ALL PENETRATION LOCATIONS IN FIELD WITH OWNER.

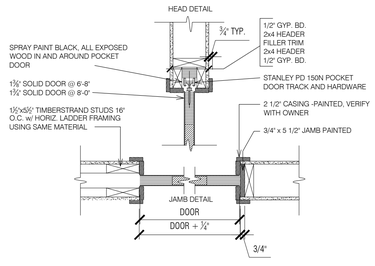
IMPORTANT NOTE FOR CONTRACTORS AND SUBCONTRACTORS:

1. THESE DRAWINGS ARE DESIGN DRAWINGS. THE GENERAL CONTRACTOR HAS THE RIGHT AND RESPONSIBILITY TO REVISE CONFIGURATIONS AND DETAILS DEPICTED IN THE ARCHITECT'S DESIGN DRAWINGS, AS REQUIRED, TO PROPERLY CONSTRUCT A TECHNICALLY SOUND PROJECT.
2. THE GENERAL CONTRACTOR IS TO NOTIFY THE ARCHITECT WHEN DEVIATING FROM THE DESIGN INTENT.
3. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL COVENANTS, ZONING, BUILDING, FIRE, HEATING, PLUMBING, AND ELECTRICAL CODE REQUIREMENTS.



PLAN SUBMITTED UNDER 'ALTERNATIVE DESIGN' PER SECTION 1300.0110: SUBP 13 OF THE MN. STATE BLDG. CODE





NOT FOR CONSTRUCTION

952.250.1941
WINDMILLERDESIGNSTUDIO.COM

HIGHLAND AVE RESIDENCE
18800 Highland Ave. Deephaven, MN

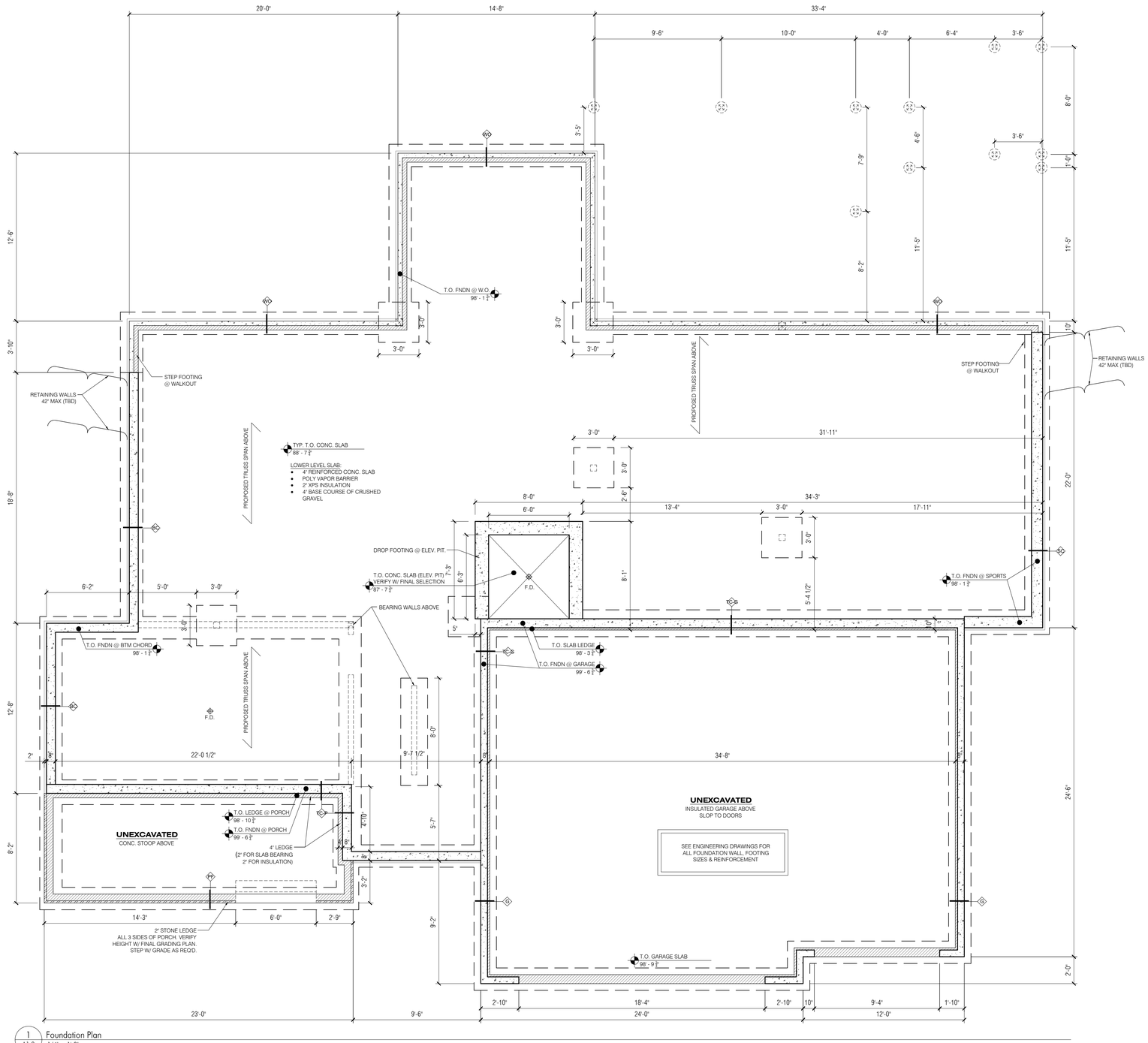
DISCLAIMER:
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CVR
COVER PAGE

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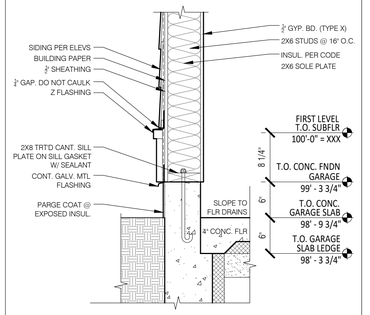


1 Foundation Plan
A1.0 1/4" = 1'-0"

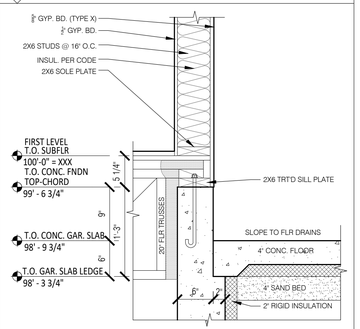
AREA CALCULATIONS SUMMARY (08/26/25):		
	FINISHED SPACE	UNFINISHED SPACE
LOWER LEVEL:	1950	283 MECH RM
MAIN LEVEL:	2231	920 GARAGE
		179 ENTRY PORCH
		261 BACK DECK W/ STAIR
		314 SCREEN PORCH
UPPER LEVEL:	2305	
TOTALS:	6,486 G.S.F.	1,957 G.S.F.

DRAWING KEY:	
STUD WALL	
FOUNDATION LEDGE	
FOUNDATION WALL	

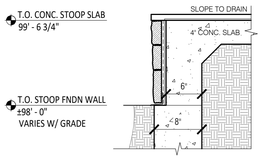
G GARAGE SLAB @ STEM WALL



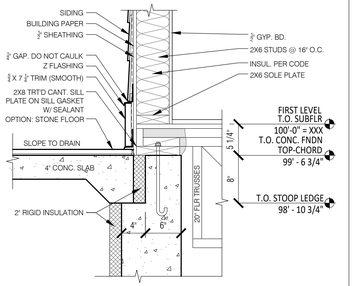
TC-G TOP-CHORD BEARING TRUSS @ GARAGE



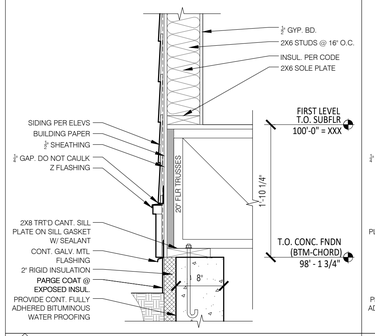
PF PORCH FOUNDATION WALL



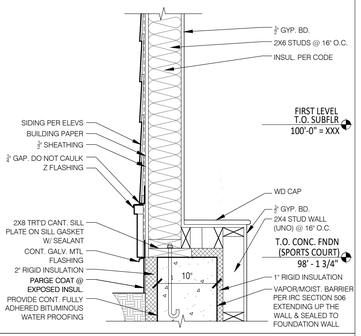
TC-P TOP-CHORD BEARING TRUSS @ PORCH



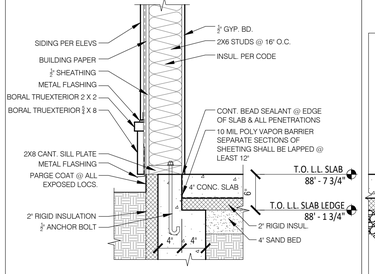
BC BTM-CHORD BEARING TRUSS



SC FNDN WALL @ SPORTS COURT

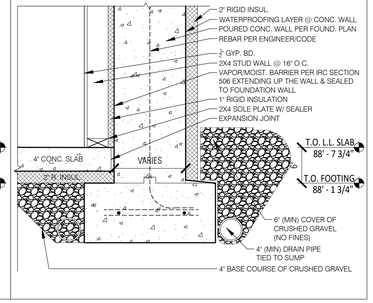


WO WALK-OUT W/ SIDING



TYPICAL SLAB @ FOOTING

CONTRACTOR MUST PERFORM SOIL COMPACTION TEST AND PROVIDE ARCHITECT WITH SPECIAL INSPECTIONS REPORTS BEFORE POURING THE FOOTING



2 Foundation Details - Working
A1.0 1/4" = 1'-0"

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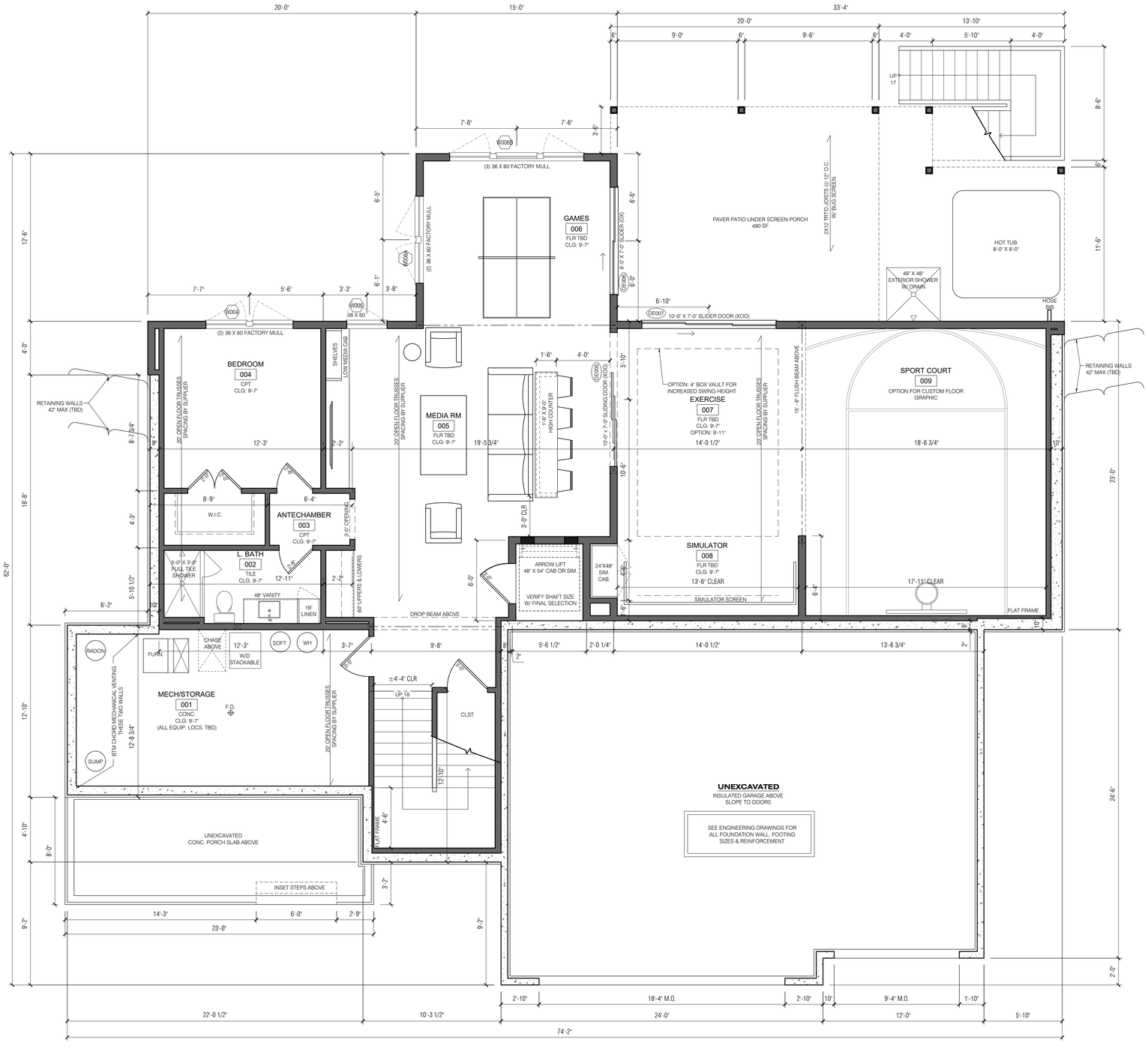
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FOUNDATION PLAN

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1 / A1.1 Lower Level Plan
1/4" = 1'-0"

AREA CALCULATIONS SUMMARY (08/26/25):		
	FINISHED SPACE	UNFINISHED SPACE
LOWER LEVEL:	1950	283 MECH RM
MAIN LEVEL:	2231	920 GARAGE
		179 ENTRY PORCH
		261 BACK DECK W/ STAIR
		314 SCREEN PORCH
UPPER LEVEL:	2305	
TOTALS:	6,486 G.S.F.	1,957 G.S.F.

DRAWING KEY:
STUD WALL
FOUNDATION LEDGE
FOUNDATION WALL

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HIGHLAND AVE RESIDENCE

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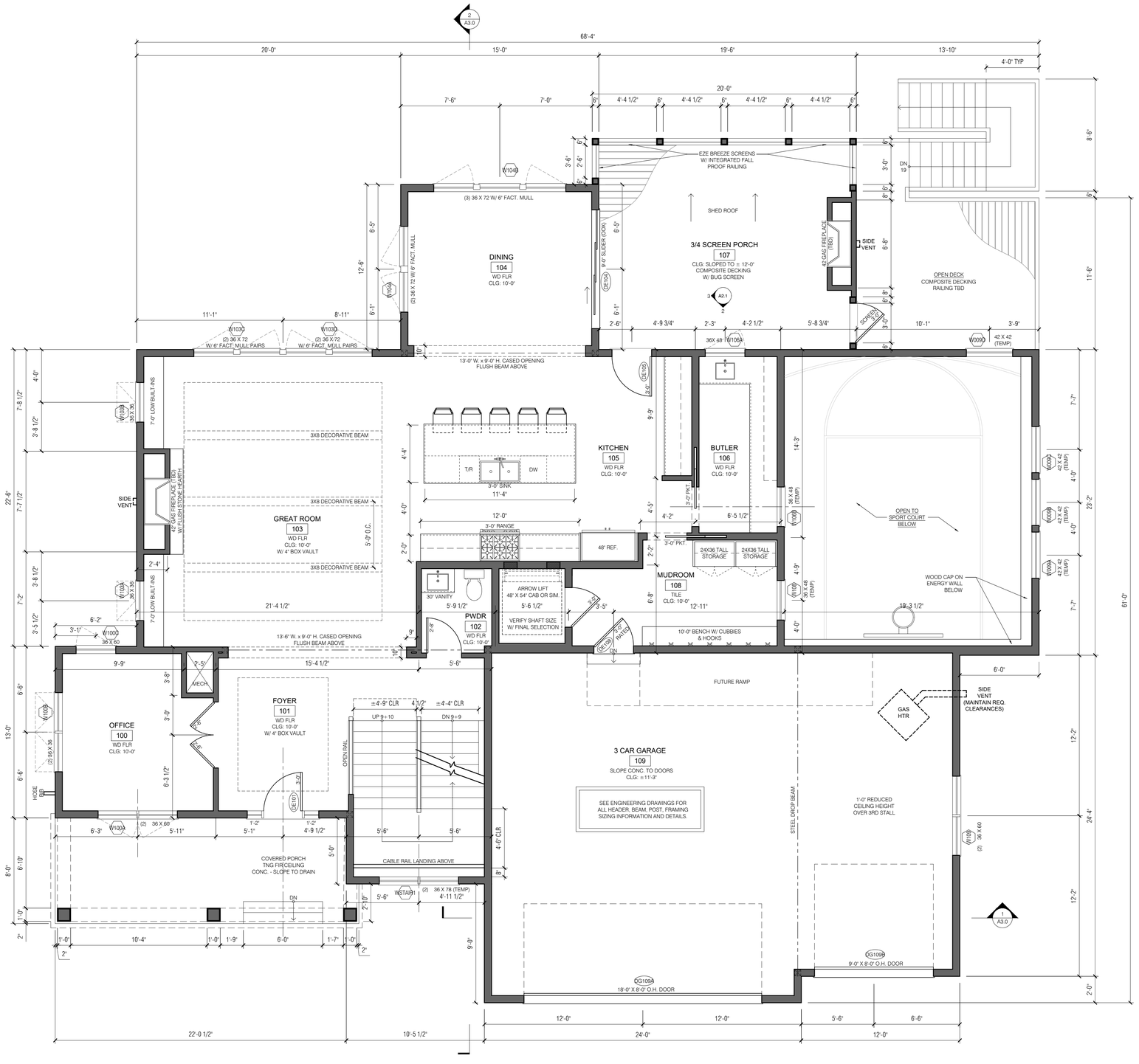
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A1.1
LOWER LEVEL PLAN

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1 / A1.2 Main Level Plan
1/4" = 1'-0"

AREA CALCULATIONS SUMMARY (08/26/25):		
	FINISHED SPACE	UNFINISHED SPACE
LOWER LEVEL:	1950	283 MECH RM
MAIN LEVEL:	2231	920 GARAGE
		179 ENTRY PORCH
		261 BACK DECK
		W/ STAIR
		314 SCREEN PORCH
UPPER LEVEL:	2305	
TOTALS:	6,486 G.S.F.	1,957 G.S.F.

DRAWING KEY:	
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FOUNDATION WALL	

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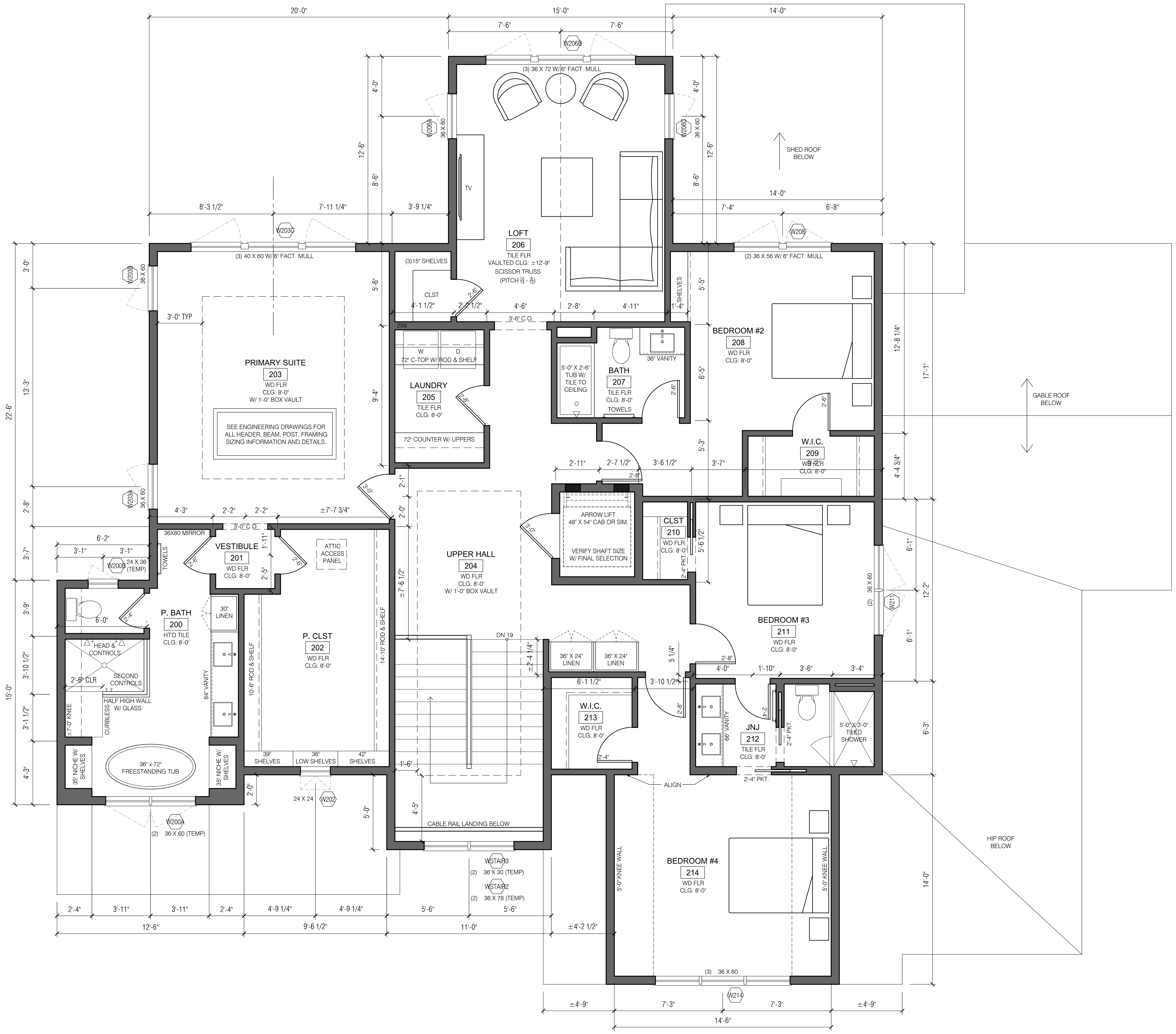
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A1.2
MAIN LEVEL PLAN

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1 / A1.3 Upper Level Plan - 2,296 S.F.
1/4" = 1'-0"

AREA CALCULATIONS SUMMARY (08/26/25):	FINISHED SPACE	UNFINISHED SPACE
LOWER LEVEL:	1950	283 MECH RM
MAIN LEVEL:	2231	920 GARAGE
		179 ENTRY PORCH
		261 BACK DECK W/ STAIR
		314 SCREEN PORCH
UPPER LEVEL:	2305	
TOTALS:	6,486 G.S.F.	1,957 G.S.F.

DRAWING KEY:
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FOUNDATION LEDGE
FOUNDATION WALL

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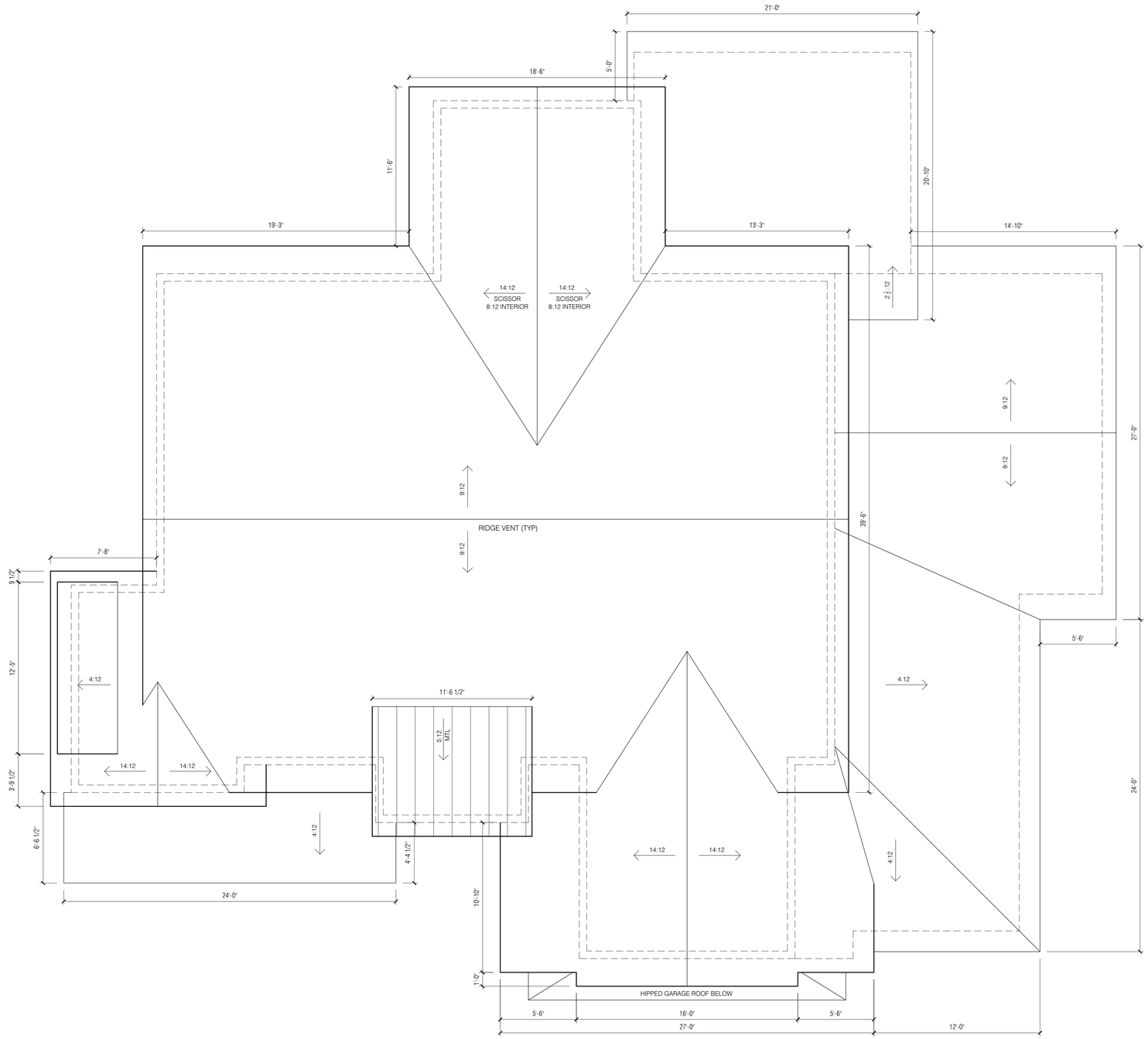
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A1.3
UPPER LEVEL PLAN

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1 A1.4 Roof Plan
1/4" = 1'-0"

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A1.4
ROOF PLAN

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1 A2.0 Exterior Elevations
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A2.0
EXTERIOR ELEVATIONS

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2-3 / A2.1 Exterior Elevation @ Screen Porch
1/4" = 1'-0"



1 / A2.1 Exterior Elevation
1/4" = 1'-0"

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A2.1
EXTERIOR ELEVATIONS

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OWER LEVEL WINDOW SCHEDULE - SEE PLANS FOR SWING

#	UNITS	FRAME (W X H)	TYPE	HEAD	JAMB	TRANSOM	MANUF.	MODEL	NOTES
004	DOUBLE	6'-6" X 5'-0"	CASE	7'-0"	6"		TBD	TBD	EGRESS - 6" FACTORY MULL
005	SINGLE	3'-0" X 5'-0"	CASE	7'-0"	6"		TBD	TBD	
006A	DOUBLE	6'-6" X 5'-0"	CASE	7'-0"	6"		TBD	TBD	6" FACTORY MULL
006B	TRIPLE	10'-0" X 5'-0"	CASE	7'-0"	6"		TBD	TBD	6" FACTORY MULL
009A	SINGLE	3'-6" X 3'-6"	FIXED	8'-0" (MAIN)	6"		TBD	TBD	SPORTS - TEMPERED
009B	SINGLE	3'-6" X 3'-6"	FIXED	8'-0" (MAIN)	6"		TBD	TBD	SPORTS - TEMPERED
009C	SINGLE	3'-6" X 3'-6"	FIXED	8'-0" (MAIN)	6"		TBD	TBD	SPORTS - TEMPERED
009D	SINGLE	3'-6" X 3'-6"	FIXED	8'-0" (MAIN)	6"		TBD	TBD	SPORTS - TEMPERED

OWER LEVEL EXTERIOR DOOR SCHEDULE - SEE PLANS FOR SWING

#	FRAME (W X H)	JAMB	LITE	MANUF.	OPERATION	HDR/TRIM'R*	NOTES
005	10'-0" X 7'-0"	6"	FULL	TBD	SLIDE (XOO)		THREE PANEL
006	8'-0" X 7'-0"	6"	FULL	TBD	SLIDE (OX)		TWO PANEL
007	10'-0" X 7'-0"	6"	FULL	TBD	SLIDE (XOO)		THREE PANEL

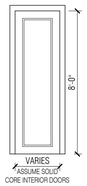


MAIN LEVEL WINDOW SCHEDULE - SEE PLANS FOR SWING

#	UNITS	FRAME (W X H)	TYPE	HEAD	JAMB	TRANSOM	MANUF.	MODEL	NOTES
W100A	DOUBLE	6'-0" X 5'-0"	CASE	8'-0"	6"		TBD	TBD	FACTORY MULL
W100B	DOUBLE	6'-0" X 3'-0"	AWN	8'-0"	6"		TBD	TBD	FACTORY MULL
W100C	SINGLE	3'-0" X 5'-0"	CASE	8'-0"	6"		TBD	TBD	
W103A	SINGLE	3'-0" X 3'-0"	AWN	8'-0"	6"		TBD	TBD	
W103B	SINGLE	3'-0" X 3'-0"	AWN	8'-0"	6"		TBD	TBD	
W103C	DOUBLE	6'-6" X 6'-6"	CASE	8'-0"	6"		TBD	TBD	6" FACTORY MULL - 6" FIELD MULL PAIRS
W103D	DOUBLE	6'-6" X 6'-6"	CASE	8'-0"	6"		TBD	TBD	
W104A	DOUBLE	6'-6" X 6'-6"	CASE	8'-0"	6"		TBD	TBD	6" FACTORY MULL
W104B	TRIPLE	10'-0" X 6'-6"	CASE	8'-0"	6"		TBD	TBD	6" FACTORY MULL
W106A	SINGLE	3'-0" X 4'-0"	CASE	8'-0"	6"		TBD	TBD	
W106B	SINGLE	3'-0" X 4'-0"	CASE	8'-0"	6"		TBD	TBD	SPORTS - TEMPERED
W108	SINGLE	3'-0" X 4'-0"	CASE	8'-0"	6"		TBD	TBD	SPORTS - TEMPERED
W109	DOUBLE	6'-0" X 5'-0"	CASE	8'-0"	6"		TBD	TBD	FACTORY MULL
WSTAR1	DOUBLE	6'-0" X 6'-6"	FIXED	8'-0"	6"		TBD	TBD	TEMPERED - FACTORY MULL
WSTAR2	DOUBLE	6'-0" X 6'-6"	FIXED		6"		TBD	TBD	TEMPERED - FACTORY MULL
WSTAR3	DOUBLE	6'-0" X 2'-6"	FIXED	6'-8"-2ND	6"		TBD	TBD	TEMPERED - FACTORY MULL

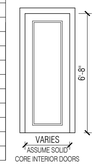
MAIN LEVEL EXTERIOR DOOR SCHEDULE - SEE PLANS FOR SWING

#	FRAME (W X H)	JAMB	LITE	MANUF.	OPERATION	HDR/TRIM'R*	NOTES
DE101	3'-6" X 8'-0"	6"	2/3	TBD	SWING		(2) ±14" SIDELITES
DE104	9'-0" X 8'-0"	6"	FULL	TBD	SLIDE (OOX)		THREE PANEL
DE105	3'-0" X 8'-0"	6"	FULL	TBD	SWING		
DE108	3'-0" X 8'-0"	6"	NA	TBD	SWING		INSUL. GARAGE PASSAGE - PNTD
DG109A	18'-0" X 8'-0"	6"	NA	TBD			INSUL. OHD - PNTD
DG109B	9'-0" X 8'-0"	6"	NA	TBD			INSUL. OHD - PNTD



SECOND LEVEL WINDOW SCHEDULE - SEE PLANS FOR SWING

#	UNITS	FRAME (W X H)	TYPE	HEAD	JAMB	TRANSOM	MANUF.	MODEL	NOTES
W200A	DOUBLE	6'-0" X 5'-0"	CASE	6'-8"	6"		TBD	TBD	BATH - TEMPERED
W200B	SINGLE	2'-0" X 3'-0"	CASE	6'-8"	6"		TBD	TBD	BATH - TEMPERED
W202	SINGLE	2'-0" X 2'-0"	AWN	6'-8"	6"		TBD	TBD	
W203A	SINGLE	3'-0" X 5'-0"	CASE	6'-8"	6"		TBD	TBD	
W203B	SINGLE	3'-0" X 5'-0"	CASE	6'-8"	6"		TBD	TBD	
W203C	TRIPLE	11'-0" X 5'-0"	CASE	6'-8"	6"		TBD	TBD	EGRESS - 6" FACTORY MULL
W206A	SINGLE	3'-0" X 5'-0"	CASE	6'-8"	6"		TBD	TBD	
W206B	TRIPLE	10'-0" X 5'-0"	CASE	6'-8"	6"		TBD	TBD	
W206C	SINGLE	3'-0" X 5'-0"	CASE	6'-8"	6"		TBD	TBD	
W208	DOUBLE	6'-6" X 4'-8"	CASE	6'-8"	6"		TBD	TBD	EGRESS - 6" FACTORY MULL
W211	DOUBLE	6'-0" X 3'-0"	CASE	6'-8"	6"		TBD	TBD	EGRESS - FACTORY MULL
W214	TRIPLE	9'-0" X 5'-0"	CASE	6'-8"	6"		TBD	TBD	EGRESS - FACTORY MULL





1 A2.2 Exterior Elevation
1/4" = 1'-0"

NOT FOR CONSTRUCTION

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HIGHLAND AVE RESIDENCE
18800 Highland Ave. Deephaven, MN

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ISSUE DATE
9.3.25

A2.2
EXTERIOR ELEVATIONS

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TYPICAL ROOF:
ROOF VENTS AS REQ'D
ARCHITECTURAL ASPHALT SHINGLES
ASPHALT FELT PAPER
2 COURSES ICE & WATER SHIELD @ ALL EAVES AND VALLEYS AND 100% COVERAGE ON LOWER 6 FT
5/8" ROOF SHEATHING
ENGINEERED ROOF TRUSSES BY MANUFACTURER
R-49 (MIN) 16 1/2" FIBERGLASS BLOWN-IN INSULATION OR 7" CLOSED CELL POLYURETHANE SPRAY FOAM INSULATION
6 MIL POLY VAPOR BARRIER
5/8" GYPSUM BOARD CEILING

TOP OF UPPER LEVEL PLATE

TYPICAL FLOOR:
FLOORING PER PLAN
¾" T&G SUBFLOOR
20" FLOOR TRUSSES
⅝" INTERIOR GYPSUM BOARD, SMOOTH FINISH.

TOP OF UPPER LEVEL SUBFLOOR (18" OPEN-WEB FLOOR TRUSSES)

TOP OF MAIN LEVEL PLATE

TOP OF PLATE @ 3RD STALL

TYPICAL EXTERIOR WALL:
SIDING PER ELEVATION
HOUSEWRAP
1/2" EXTERIOR PLYWOOD SHEATHING
2X6 WOOD STUDS @ 16" O.C.
R-20 (MIN) BATT INSULATION
6 MIL POLY VAPOR BARRIER
1/2" INTERIOR GYPSUM BOARD, SMOOTH FINISH.
ALL FENESTRATION: U-FACTOR 0.32 (MAX)

TOP FOUNDATION @ GARAGE

TOP OF GRADE

TOP OF FOOTING AT GARAGE

8'-1 1/8" | 1'-3 3/4" | 10'-6 3/8" | 9'-6 3/8" | 3'-8"

23'-11" (TRUSS WIDTH)

12/14

TRUSS DESIGN BY MANUF.

1'-3"

BEDROOM #4

8'-1 1/8"

5'-0" KNEE WALL

3/4" T&G PLYWOOD SUBFLOOR GLUED & SCREWED TO OPEN FLOOR TRUSSES
VERIFY SPACING & SIZE W/ TRUSS SUPPLIER
SPRAY FOAM INSULATION & SEALER-R 38 MIN
5/8" TYPE 'X' GYP BD

11'-11 1/2" (TRUSS WIDTH)

12/4

TRUSS DESIGN BY MANUF.

SPRAY FOAM HEEL TO 16"

1'-5" HEEL

1'-3 3/4"

OPEN FLOOR TRUSSES OR ATTIC TRUSSES

4'-1 1/2"

1'-6"

STEEL BEAM

GARAGE

"TYPE X" 5/8" FIRECODE SHEETROCK ALL COMMON WALLS & CEILING

6" MIN

6" MIN

4" CONCRETE SLAB FLOOR SLOPED TO O.H. DOORS
6 MIL. VAPOR BARRIER
2" RIGID INSULATION
4'-6" COMPACTED GRANULAR FILL

1 A3.0 Building Section @ Garage
1/4" = 1'-0"

TYPICAL ROOF:
ROOF VENTS AS REQ'D
ARCHITECTURAL ASPHALT SHINGLES
ASPHALT FELT PAPER
2 COURSES ICE & WATER SHIELD @ ALL EAVES AND VALLEYS AND 100% COVERAGE ON LOWER 6 FT
5/8" ROOF SHEATHING
ENGINEERED ROOF TRUSSES BY MANUFACTURER
R-49 (MIN) 16 1/2" FIBERGLASS BLOWN-IN INSULATION OR 7" CLOSED CELL POLYURETHANE SPRAY FOAM INSULATION
6 MIL POLY VAPOR BARRIER
5/8" GYPSUM BOARD CEILING

TOP OF PLATE

TYPICAL EXTERIOR WALL:
SIDING PER ELEVATION
HOUSEWRAP
1/2" EXTERIOR PLYWOOD SHEATHING
2X6 WOOD STUDS @ 16" O.C. CANTILEVERED 2' OVER RIGID INSULATION
R-20 (MIN) BATT INSULATION
6 MIL POLY VAPOR BARRIER
1/2" INTERIOR GYPSUM BOARD, SMOOTH FINISH.
ALL FENESTRATION: U-FACTOR 0.32 (MAX)

8'-1 1/8"

TOP OF SUBFLOOR

TOP OF PLATE

1'-8 3/4"

TYPICAL FLOOR:
FLOORING PER PLAN
¾" T&G SUBFLOOR
20" FLOOR TRUSSES
⅝" INTERIOR GYPSUM BOARD, SMOOTH FINISH.

10'-1 1/8"

TOP OF SUBFLOOR
100'-0"

TOP OF TOP-CHORD FNDN WALL
99'-6 ¾"

TOP OF BTM-CHORD FNDN WALL
98'-1"

TYPICAL BELOW-GRADE FOUNDATION:
GRAVEL BACKFILL
DRAINAGE MAT
R-10 MIN. 2 3/8" FOUNDATION WATERPROOFING/ INSULATION SYSTEM
POURED CONCRETE FOUNDATION WALL -SEE STRUCT
R-5 MIN. INTERIOR FOAM INSULATION
R-15 MIN. TOTAL

9'-6"

TOP OF LOWER LEVEL CONC. FLR
88'-7 ¾"

TOP OF FOOTING
88'-1 ¾"

6"

9/12

TRUSS DESIGN BY MANUF.

SCISSOR TRUSS DESIGN BY MANUF.

SPRAY FOAM HEEL TO 16"

5/12

10 5/8" HEEL

12" BOX VAULT

4'-11"

19'-0"

UPPER HALL

LOFT

19 @ 7 15/32"

20" ENG. FLOOR TRUSSES

8"

4'-6"

POWDER

KITCHEN

DINING

STAIRWELL

18 @ 7 9/16"

20" ENG. FLOOR TRUSSES

4'-6"

CLST

MEDIA ROOM

10'-0" TYP. POUR

11'-5" POUR @ TOP CHORD

2 A3.0 Building Section @ Stair
1/4" = 1'-0"

TRUSS DESIGN BY MANUF.

12" BOX VAULT

12" BOX VAULT

PRIMARY BEDROOM

HALL

CLST

BEDROOM #3

TRUSS DESIGN BY MANUF.

18" ENG. FLOOR TRUSSES

18" ENG. FLOOR TRUSSES

4" BOX VAULT

FAMILY ROOM

PWDR

ELEV

MUDROOM

20" ENG. FLOOR TRUSSES

20" ENG. FLOOR TRUSSES

OPTION: 4" BOX VAULT

GRADE VARIES

BATH

MEDIA ROOM

SIMULATOR

SPORT COURT

±21'-4 7/8"

10'-0" POUR

GRADE VARIES

6"

3 A3.0 Building Section @ Elevator
1/4" = 1'-0"

NOT FOR CONSTRUCTION

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HIGHLAND AVE RESIDENCE

18800 Highland Ave. Deephaven, MN

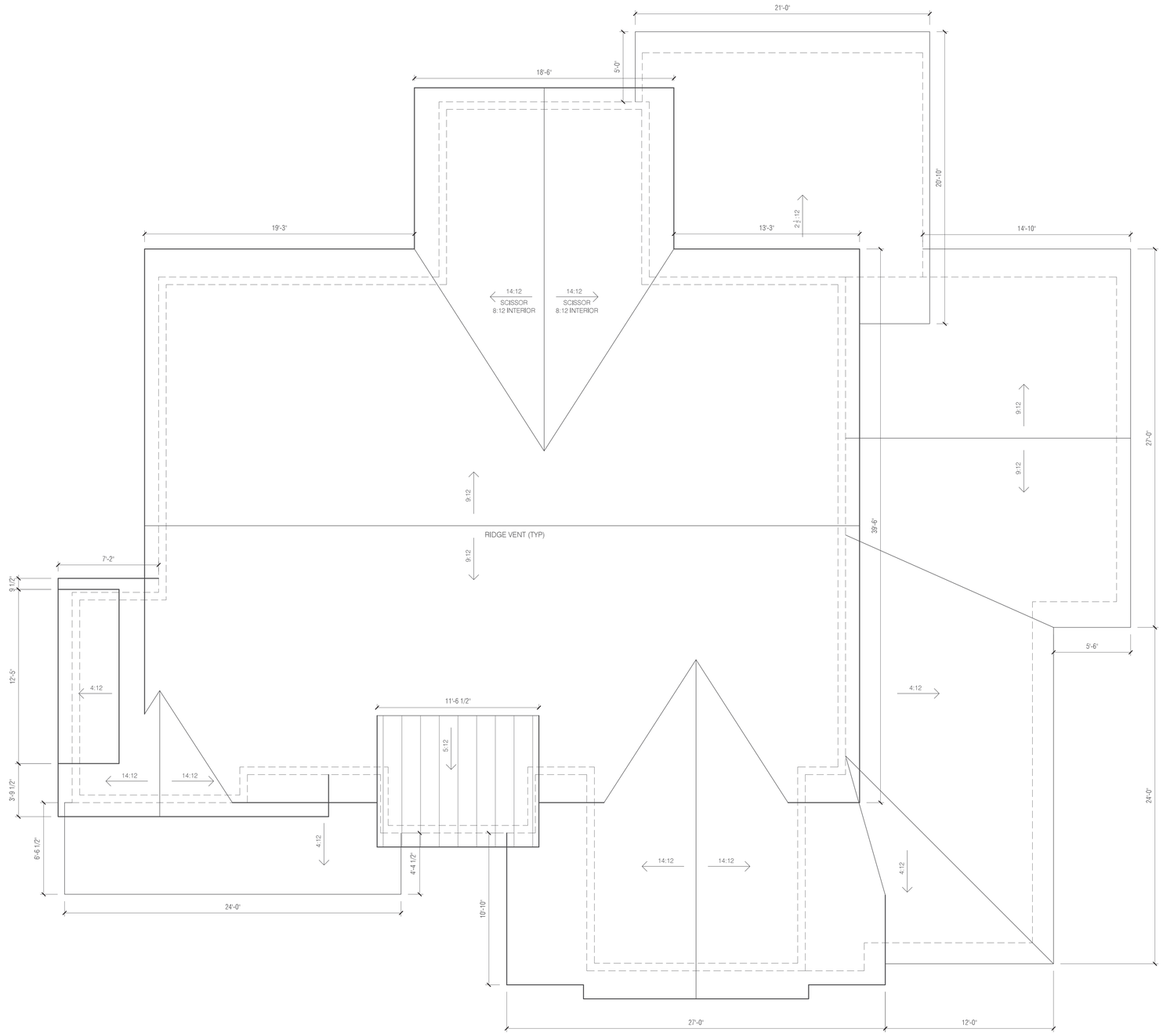
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TRUSSES WINDHALLER DESIGN STUDIO ASSUMES NO RESPONSIBILITY FOR DIMENSIONAL ERRORS ON DIMENSIONS.

NOTE:
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ISSUE DATE
9.3.25

A3.0
BUILDING SECTIONS

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1 A1.4 Roof Plan
1/4" = 1'-0"

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
Signature:
Typed or Printed Name: Adam Len Reiter
Date: 08-22-2025 License Number: 50364

DRAWING: PTPE MARKUP - 18800 HIGHLAND AVE
REVISION: 000
DATE: 08-22-2025

952.250.1941
INFO@WILDERDESIGNSTUDIO.COM

HIGHLAND AVE RESIDENCE

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NOTE:
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ISSUE DATE
8.12.25

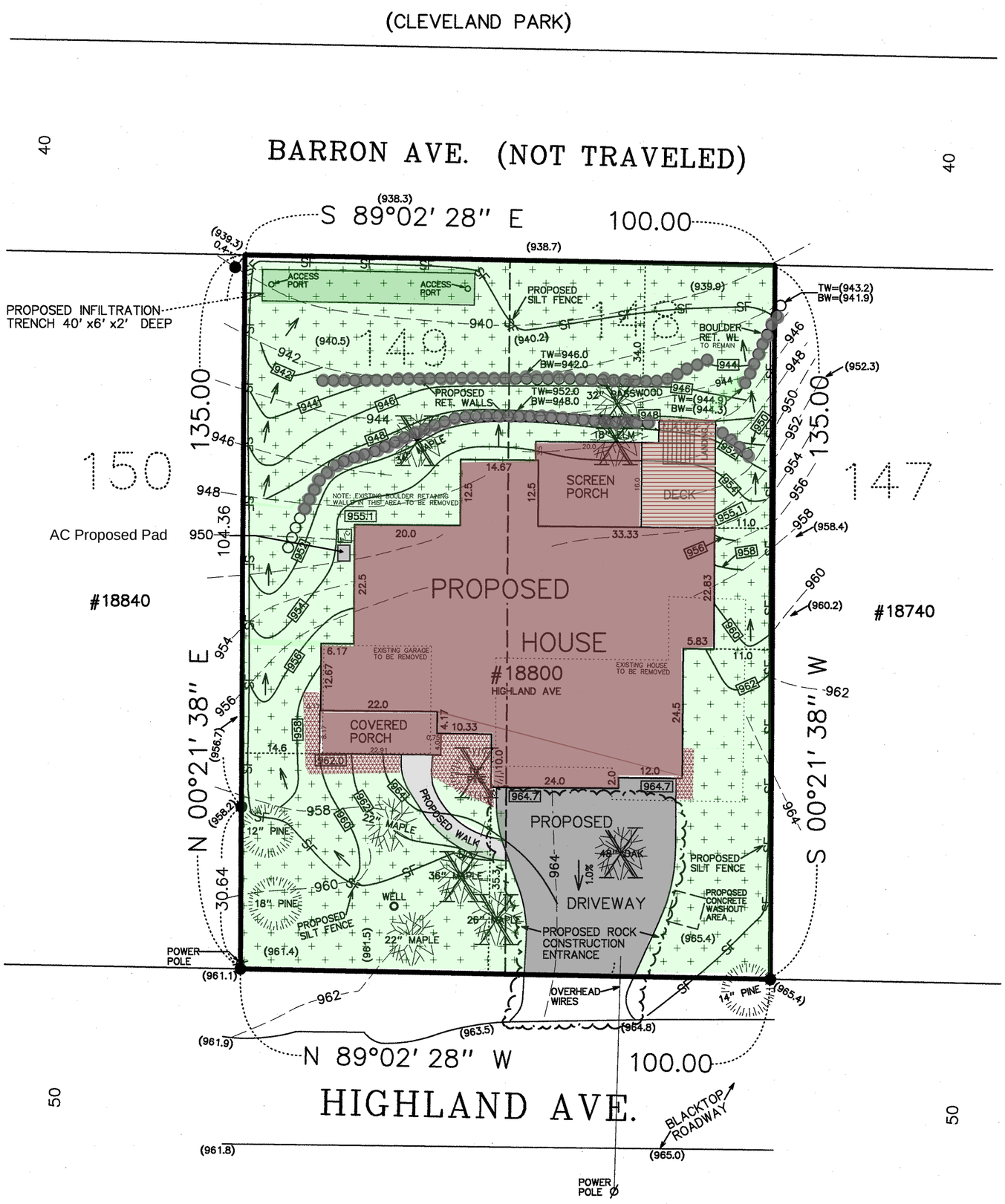
S-5
ROOF PLAN

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CERTIFICATE OF SURVEY FOR

ZEHNDER HOMES

OF LOTS 148 & 149, DEEPHAVEN PARK
HENNEPIN COUNTY, MINNESOTA



Landscape Plan Key

- Proposed Home/Covered Porch
- Proposed Deck
- Proposed Sidewalk
- Proposed Driveway
- Hydroseeding-disturbed areas
- Mulching
- Retaining Walls

EXISTING HARDCOVER CALCULATIONS :

Lot area = 13,500 Sq. ft.

Existing house = 1277 sf
Garage = 412 sf
Driveway & apron = 608 sf
Front walk/stoop = 129 sf
Pavers next to front walk = 47 sf
Steppers (8) = 18 sf
Deck & steps between house & garage = 178 sf
Deck behind house = 193 sf
Paver patio = 181 sf
Concrete kennel = 56 sf
Stone steps & landings between retaining walls = 112 sf
Wood timber steps = 11 sf

Total hardcover = 3222 Sq. ft.

3222 / 13,500 x 100 = 23.87%

PROPOSED HARDCOVER CALCULATIONS :

Lot area = 13,500 Sq. ft.

Proposed house = 3110 sf
Front covered porch = 184 sf
Rear screen porch = 314 sf
Deck & steps = 264 sf
Driveway = 1035 sf
Walk = 122 sf
A/C pad = 6 sf

Total hardcover = 5035 Sq. ft.

5035 / 13,500 x 100 = 37.30%

LEGAL DESCRIPTION : (per Certificate of Title No. 1461298)

Lots 148 and 149, "Deephaven Park"

- ● : denotes iron marker found
- (908.3) : denotes existing spot elevation, mean sea level datum
- [910.8] : denotes proposed spot elevation
- —917— : denotes existing contour line, mean sea level datum
- —[904]— : denotes proposed contour line
- 12" TREE : denotes existing tree to be removed

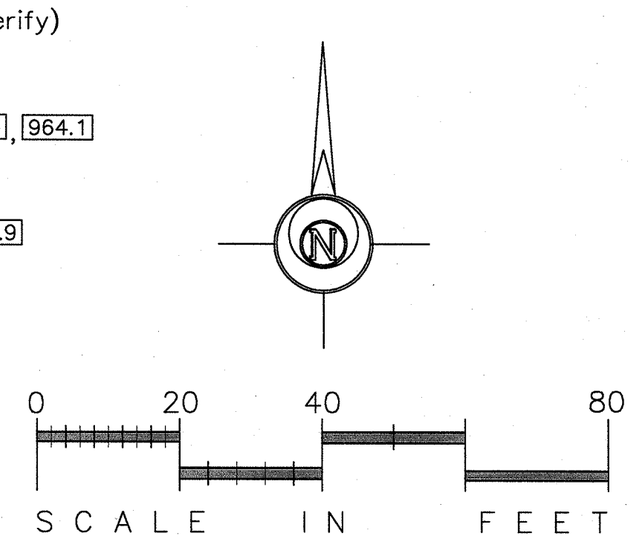
Bearings shown are based upon an assumed datum.

This survey intends to show the boundaries of the above described property, and the location of an existing house and garage, to be removed, spot elevations, topography, major trees, visible utilities and all visible "hardcover", and the proposed location of a proposed house, driveway and grades thereon. It does not purport to show any other improvements or encroachments.

NOTE: Lake Louise is approximately 200' north of this property and is not listed as impaired.

PROPOSED ELEVATIONS : (verify)

1) Garage = [964.7]
2) Top of foundation = [965.5], [964.1]
3) Basement = [955.6]
4) First floor subfloor = [965.9]



25196REVISED3.SCJ

DATE	DESCRIPTION
8-10-25	PROPOSED HOUSE, DRIVEWAY AND GRADES SHOWN
9-9-25	EROSION CONTROL
9-25-25	INFILTRATION TRENCH ADDED
10-15-25	REVISED

GRONBERG AND ASSOCIATES, INC.
CONSULTING ENGINEERS, LAND SURVEYORS, & SITE PLANNERS
445 NORTH WILLOW DRIVE
LONG LAKE, MN. 55356
952-473-4141

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 Land Surveyor under the laws of the State of Minnesota.

Mark S. Gronberg

Mark S. Gronberg Minnesota License Number 12755

SCALE	1"=20'
DATE	8-30-24
JOB NO.	25-196

ZEHNDER HOMES
18800 HIGHLAND AVENUE, DEEPHAVEN
STORMWATER MANAGEMENT CALCULATIONS
9-23-25

LOT AREA = 13,500 SF

MAXIMUM HARDCOVER = 25% = 3375 SF

PROPOSED HARDCOVER = 5035 SF

OVERAGE = 1660 SF

REQUIRED STORAGE = 1660 x 1" x 1/12 = 138 CF

INFILTRATION TRENCE = 40' LONG x 6' WIDE x 2' DEEP = 480 CF

480 CF x 40% VOIDS IN ROCK TRENCH = 192 CF

192 CF x 75% (CITY CREDIT REDUCTION) = 144 CF

EFFECTIVE HARDCOVER = 24.5%

$$= \frac{\text{TOTAL PROPOSED HARDCOVER AREA} - \text{INFILTRATION STORAGE AREA}}{\text{TOTAL AREA}}$$

= 5035 SF – 1728 (144 / 1/12) = 3307/ 13,500 = 24.5%

GRONBERG & ASSOCIATES. INC.
445 N. WILLOW DR.
LONG LAKE, MN 55356

Pat Smith

From: thetraxlers@outlook.com
Sent: Thursday, January 15, 2026 9:10 PM
To: Pat Smith; Laurel Traxler
Subject: Public hearing - 18800 Highland Avenue

Hi Pat,

I'm forwarding you my email from 11/17/25 because, as you know, we received another proposal in the mail. The variance for the hardcover request is exactly the same as the last proposal, and it looks very similar. Again, from a quick search it looks like this builder has been doing business in Cottage Grove, and suddenly wants to build here. My concerns are the same as outlined below in my first email.

Once again, the proposal is way outside of the existing building rules, asking for an increase of 50% on the existing hardcover limit—from 25% to 37.3%. This drastic overreach shows the total disregard of the rules that, presumably, we all live with in order to preserve our neighborhood. In my opinion, it's ridiculous to assume that adding an infiltration trench on a sloped lot will mitigate that much additional hardcover. I have no confidence that the infiltration trench will be maintained annually in perpetuity.

I will try to make the meeting. In any event, could you please share my email and concerns with the Planning Commission? We strongly oppose granting variances in this case.

Thank you,

Laurel and Mike Traxler

From: thetraxlers@outlook.com <thetraxlers@outlook.com>
Sent: Sunday, November 16, 2025 8:40 PM
To: Pat Smith <pat@cityofdeephaven.org>; thetraxlers@hotmail.com
Subject: Public hearing - 18800 Highland Avenue

Hi Pat,

I'm hoping to attend the planning meeting on 11/18/25, but I want to send this email ahead to share some thoughts. Please note that the notice we received is postmarked 11/7/25, we received it on 11/10/25, written comments were due 11/13/25 to be included in the packet, and the hearing is eight days after we first received notice of this proposal.

My husband and I have lived at 3600 James Avenue since 1996, and have raised three kids here, so we're very familiar with Deephaven and its changes. We're particularly concerned with the number of teardowns and supersized new builds on smaller lots. This proposal is especially troubling. A few key points:

- Variances used to be reserved for existing homes where there was a hardship barrier to making an improvement; for instance, a variance of a couple of feet needed to add a two-car garage.
- Now variances are being sought for new builds where the floorplan can easily be changed on the plan to accommodate a need. Builders are simply using variances to maximize their profit from a given lot. They don't live here; they don't care about the complexion of the neighborhood. In this case the builder is from Plymouth.
- If every home in a row were given a variance, our neighborhoods would look like subdivisions in an urban setting. There are reasons people pay more to move here, and they come up on the surveys that the city does every few years: trees, openness, tranquility, peacefulness.
- Deephaven has always had rules about hardcover and setbacks based on the size of the lot. Why are we routinely letting builders break these rules? Why don't we tell them that they simply have to find a bigger lot to build a bigger house?
- Builders are taking advantage of the adjacent homes' setback (homes that were built when building regulations were enforced) for privacy for their spec houses to enjoy. They build way too close to the lot lines and the existing neighbors suffer.
- This builder is asking for a 50% variance from the hardcover requirements—from the current limit of 25% to 37.3%. This is a huge overreach.
- This lot backs on to park land and a lake. The city should be firm on hardcover requirements here. The aggregate hardcover around our lakes and wetlands directly affects water quality.

We ask the city to please enforce the building codes as written and reject this proposal.

Thank you,

Laurel and Mike Traxler

s l

Th

Hello, I’m here to oppose the variance request for 18800 Highland Avenue.

The applicant is asking to increase hardcover to 37.3%, even though the City’s limit is 25% and the property is currently under that at 23.87%. That is almost a 50% jump. Those rules exist for a reason. If a house needs that much hardcover, it’s a sign the house doesn’t fit the lot. And as many neighbors have said, if you need such a big house, buy a bigger lot—simple as that.

On the City website, Deephaven describes itself as “Two Square Miles of Tranquility,” and “a haven for peaceful living and active recreation.” That’s exactly why people move here—not for oversized houses crammed onto undersized lots, especially not next to sensitive natural spaces.

This site is directly adjacent to parkland, mature trees, water, and protected wetland. Research from the Minnesota Pollution Control Agency shows that when impervious cover exceeds 25%, pollutants like phosphorus, nitrogen, and sediment begin to significantly increase in runoff, degrading water quality. National watershed studies show that even a small increase in impervious surface can reduce aquatic habitat and species diversity in nearby streams and wetlands. Right now, the property is under the 25% threshold, but a jump to 37.3% would push it well past the point where negative environmental impacts become measurable. Runoff from the extra impervious surfaces isn’t treated before it reaches the wetlands and lake, so these effects are direct and lasting.

What’s also concerning is that the plan relies on engineered workarounds to make the house fit—an infiltration trench, two 4-foot retaining walls, and grading that exceeds the 3-foot limit. These measures don’t fully mitigate the effects of the added impervious surface. They require ongoing maintenance, alter natural drainage patterns, and cannot replace the benefits of keeping the lot’s impermeable area within the ordinance limits. In other words, they’re a temporary band-aid, not a solution.

Allowing a jump to 37% here would undermine the purpose of the hardcover ordinance and set a precedent that encourages similar overbuilding across the city. If Deephaven really wants to stay the tranquil, natural community it advertises, we need to enforce the rules that protect those values.

For those reasons, I and many of my neighbors are asking the Council to deny this variance request. Thank you, Jackson and Micaela Kranz

Stantec

Memo

To:	Patrick Smith, Planning Director	From:	Steve Hegland, PE
Project:	18800 Highland Ave Development Plan	Date:	October 30, 2025

Exhibits:

This Memorandum is based on a review of the following documents:

1. Certificate of Survey by Gronberg and Associates Revision Dated 10/15/25
2. Proposed Drainage Map by Gronberg and Associates Inc. Revision Dated 10/28/25
3. Stormwater Management Calculations Dated 9/23/25

Comments:

1. The documents were reviewed for general conformance with the City of Deephaven's engineering and stormwater management standards as it relates to the CUP application. Additional comments may be provided at the time of the building permit application.
2. The existing lot generally drains north through the lot and then north across Barron Ave (no roadway) into Cleveland Park and Louise Lake.
3. The proposed development is proposing to increase the impervious surface of the lot from 3,222 square feet to 5,035 square feet. The proposed total impervious coverage is in excess of the 25% as allowed by section 1302.05 of the City Zoning ordinance. The applicant is proposing to mitigate the additional hardcover with the additional of an infiltration trench on the proposed site. The proposed treatment volume of 144 cu-ft is in excess of the 138 cu-ft as required based on the additional impervious coverage.
4. The applicant will be required to obtain the necessary Minnehaha Creek Watershed District (MCWD) permits for the proposed improvements. A copy of the permit approval shall be provided to the City upon final approval.
5. The applicant is proposing two retaining walls in the rear of the lot. The site plan indicates these walls to be exactly 4' in height. At the time of building permit, the wall heights should be reviewed and the applicant shall be responsible for following all applicable standards for retaining walls including obtaining engineering design where required.
6. The applicant is proposing to treat the runoff from the site utilizing an infiltration trench. At time of building permit the applicant shall revise the stormwater management plan to show how the runoff from the house/driveway/roofs will be routed to the BMP. The BMP is shown in the rear of the lot on the downstream side but without and inlet/roof drains depressed area, water will bypass the BMP and drain offsite.
7. The applicant shall provide a maintenance agreement for the proposed BMP's which defines the maintenance responsibilities, maintenance activities and reporting requirements.
8. The applicant shall coordinate with the City Engineer to observe the construction of the BMP to ensure compliance with the approved plans.

End of Comments

RESOLUTION NO. XX-26
Motion by Member: _____
Seconded by Member: _____

A Resolution Denying a Grading Variance and a Conditional Use Permit to Exceed the Hardcover Limit at 18800 Highland Avenue

WHEREAS, Sam Steadman ("Applicant") is seeking a grading variance and a conditional use permit to exceed the hardcover limit at 18800 Highland Avenue, Deephaven, Minnesota, PID 18-117-22-32-0008; and

WHEREAS, the Applicant submitted an application on January 7, 2026; and

WHEREAS, the Planning Commission held a Public Hearing on the variance and conditional use permit request on January 20, 2026 and voted to accept the recommendation and findings of staff and recommended the City Council deny the grading variance and conditional use permit to exceed the hardcover limit by 12.3%; and

WHEREAS, the City Council has received the staff report at its meeting on February 2, 2026 and considered testimony and other evidence submitted by the public, the Applicant, and the recommendations of staff and the Planning Commission.

NOW, THEREFORE, IT IS RESOLVED, the City Council of the City of Deephaven, Minnesota does hereby make the following:

FINDINGS OF FACT

1. That the real property located at 18800 Highland Avenue, Deephaven, Minnesota, is a single lot of record located within the R-3 District. This property is used for single family residential purposes.

2. The Applicant has made application for a Conditional Use Permit to exceed the hardcover limit by 12.3% and a variance to exceed the grading limit by five feet.

3. The grading variance is caused by the size of the house for this lot that has a significant slope to the rear of the property. A smaller house would have either a less of a grading variance or no variance at all.

4. There are no unique circumstances to the property to justify a grading variance. The size of the house is dictating the severity of the variance request.

5. The proposed development will alter the essential character of the locality as the proposed house is twice the size of houses in the neighborhood.

6. The City has found that it has been determined that the stormwater from the proposal will negatively impact neighbors.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Deephaven, Minnesota, hereby denies the conditional use permit to exceed the hardcover limit by 12.3% and the variance to exceed the grading limit by 5 feet at 18800 Highland Avenue.

ADOPTED THIS 2nd DAY OF FEBRUARY, 2026 BY THE CITY COUNCIL OF DEEPHAVEN, MINNESOTA.

Councilmember	Aye	Nay	Abstain	Absent
Kent Carlson				
Tony Jewett				
John Studer				
Emily Scherschligt				
Tom Erdmann				

CITY OF DEEPHAVEN

_____
Kent M. Carlson, Mayor

ATTEST:

_____
Dan Madsen, City Administrator

Item 6B

STAFF REPORT
Pat Smith, Planning Director

Deephaven City Council
February 2, 2026

BACKGROUND

At the City Council/Planning Commission joint work session in 2025, one of the items that the City Council wanted the Planning Commission to discuss was updating the City's residential building coverage regulations.

Deephaven currently has building coverage limits based on the zoning district, but not based on the size of the lot.

R-1 zoning district – 8,000 SF
R-2 zoning district – 6,000 SF
R-3 zoning district – 4,500 SF

The maximum building size in the R-3 district is the same for a 6,000 SF lot as a 20,000 SF lot – 4,500 SF.

Similar to hardcover, cities typically have a sliding scale for maximum building coverage.

	Building Coverage (principal Building and all accessory buildings)
Wayzata R-1A	10%
Wayzata R-1	15%
Wayzata R-2A	20%
Excelsior	Up to 10,000 SF – 25% Between 10,000-14,000 – 2100 SF + 5% Over 14,000 – 20%
Downers Grove	32%
Woodland	10% for lots greater than 16,500 SF

Minnetonka, Tonka Bay and Greenwood use Floor Area Ratio to regulate the massing of single-family homes.

Staff researched the new houses that have been built in each zoning district over the past eight years. The charts are attached. Staff recommends the following building coverage limits.

	R-1	R-2	R-3
Building Coverage, more than one story	15% or 8,000 SF - whichever is less	15% or 6,000 SF - whichever is less	15% + 1,000 SF or 4,500 SF - whichever is less
Building Coverage, one story	20% or 8,000 SF - whichever is less	20% or 6,000 SF - whichever is less	20% + 1,000 SF or 4,500 SF - whichever is less

- R-1 – 15% or 8,000 SF, whichever is less (7 of 8 new homes would still meet this limit)
- R-2 – 15% or 6,000 SF, whichever is less (28 of 31 new homes would still meet this limit)
- R-3 – 15% + 1000 SF or 4,500 SF, whichever is less (52 of 57 new homes would still meet this limit). Two of the five houses that would not meet the proposed building coverage limits received variances to encroach into the front yard, side yard and lake yard setbacks, which is an indication that the houses may be too big for the lots. (Please see the attached surveys.)

For perspective, the following houses fall just below the proposed maximum building footprint limit (photos are attached).

R-3 Zoning District					
Address	Year Built	Lot Size	Building Size	Amount Under Limit	Hardcover
3620 Northome Ave	2016	5,594 SF	1,604 SF	235 SF	38%
19370 Lake Avenue	2019	9,467 SF	2,284 SF	136 SF	28.46%
18950 Lake Avenue	2023	13,982 SF	2,960 SF	137 SF	29.7%
4540 Linwood Lane	2021	16,266 SF	3,403 SF	36 SF	30.24%

R-2 Zoning District					
Address	Year Built	Lot Size	Building Size	Amount Under Limit	Hardcover
3981 Hillcrest Rd	2021	20,989 SF	2,841 SF	307 SF	23.57%
19635 Vine Street	2023	27,063 SF	3,523 SF	536 SF	20.5%
3880 Honeysuckle Rd	2021	40,011 SF	5,147 SF	854 SF	30.56%

PLANNING COMMISSION ACTION TAKEN ON 1/20/26 (on a 5-0 vote)

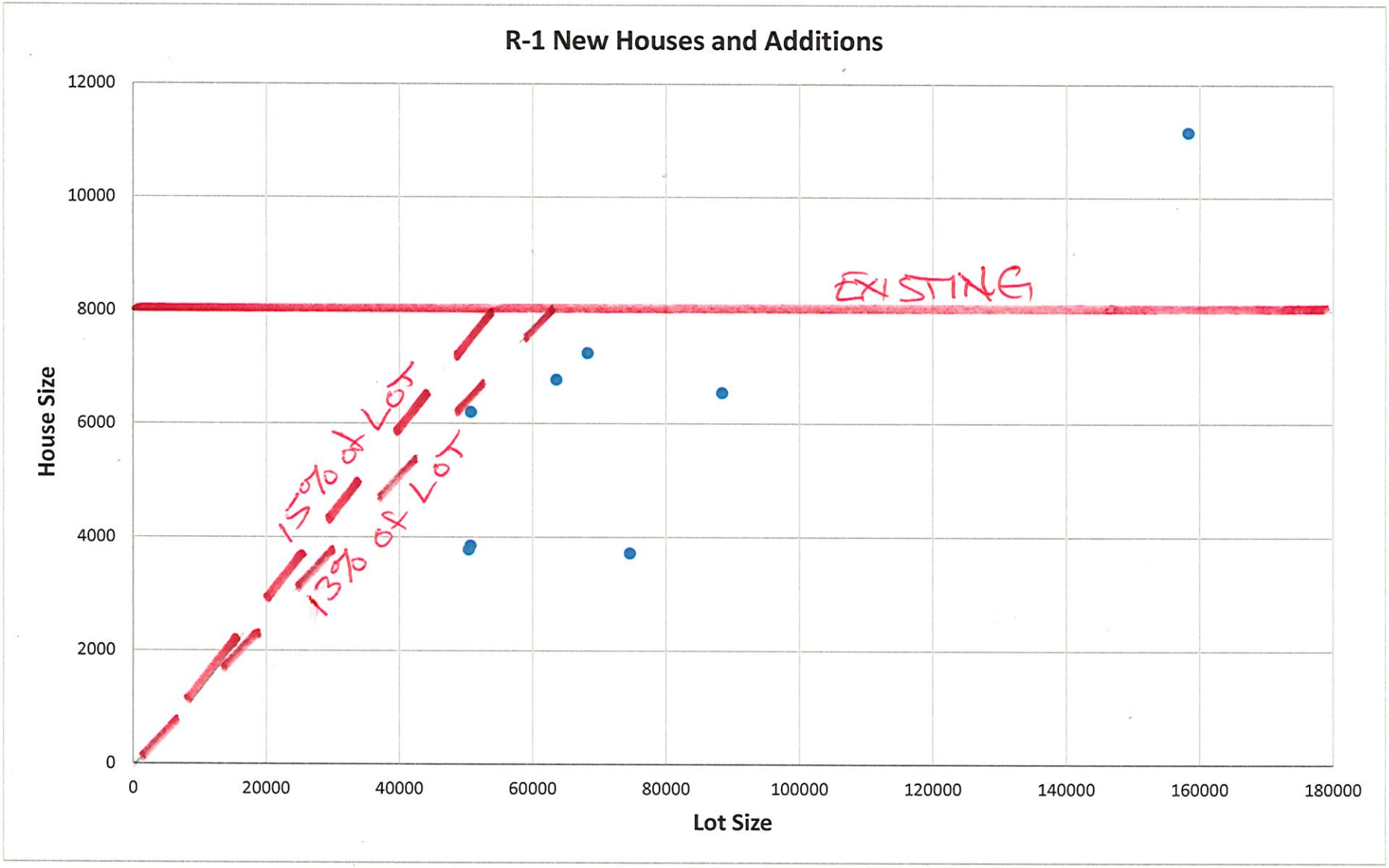
Recommended the City Council amend the building coverage limits without changes.

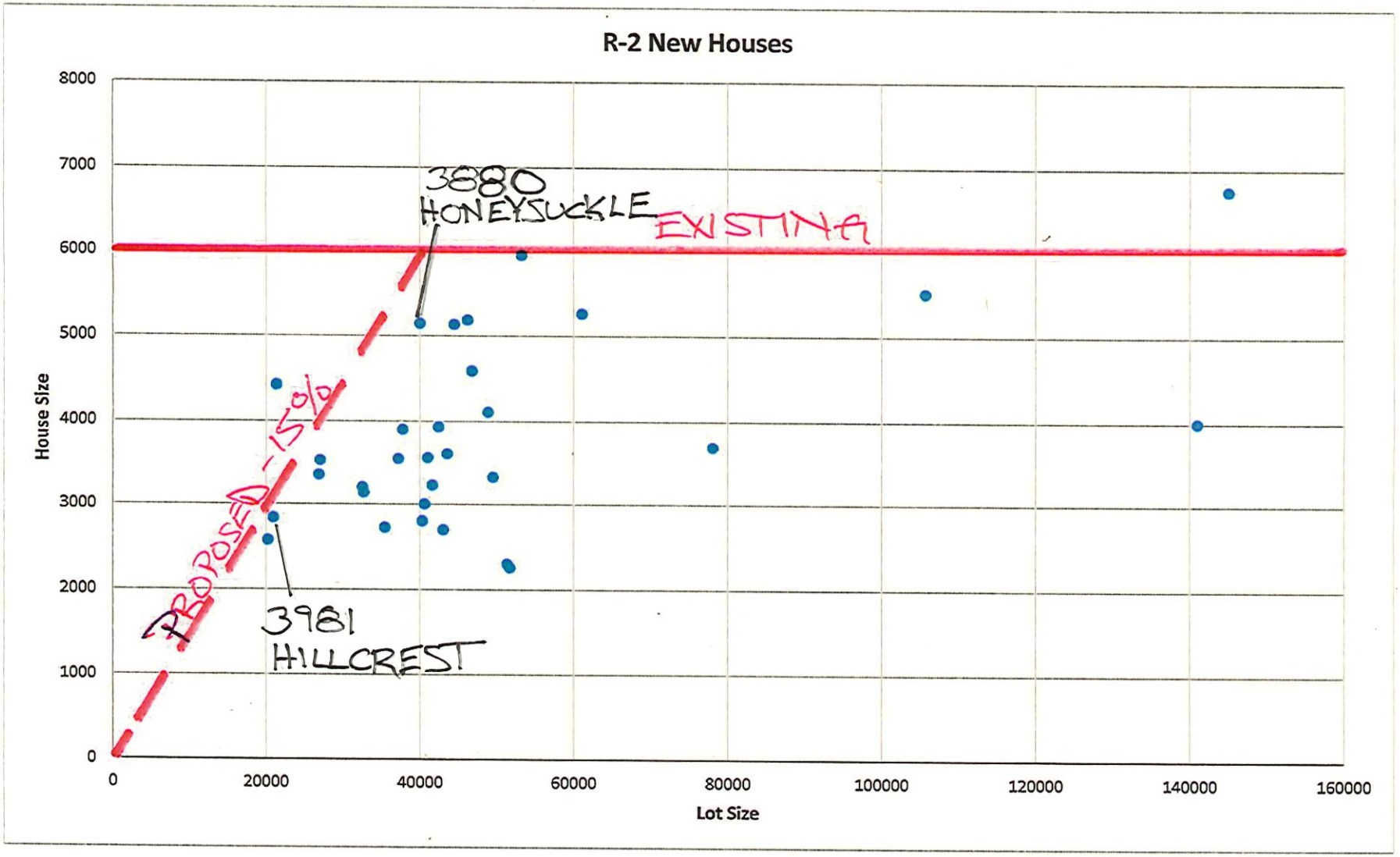
CITY COUNCIL ACTION REQUESTED

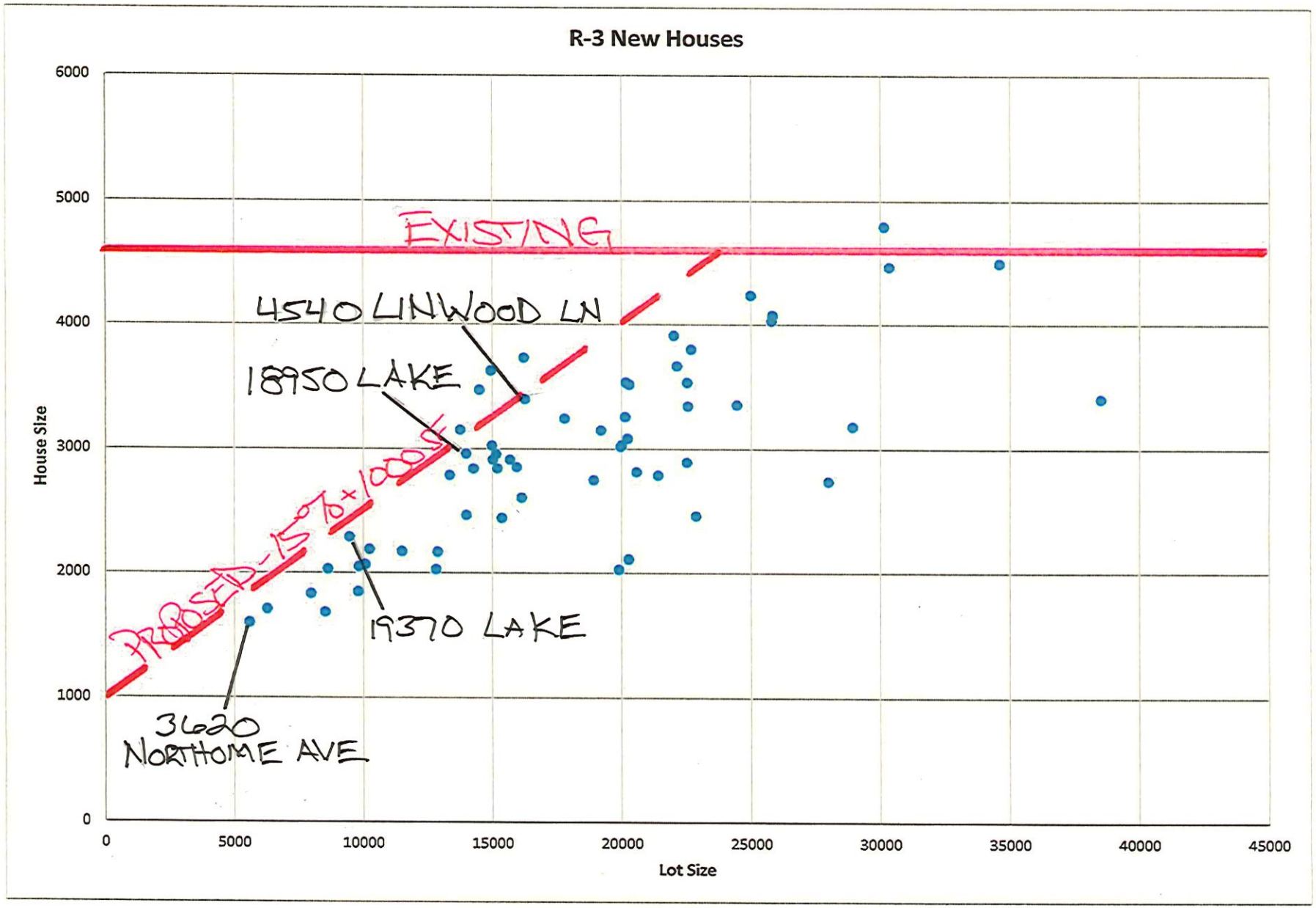
The City Council should waive the first reading of the maximum building footprint ordinance and schedule a second reading for March 2, 2026.

Attachments:

1) Chart of New Homes Built in the R-1 Zoning District
2) Chart of New Homes Built in the R-2 Zoning District
3) Chart of New Homes Built in the R-3 Zoning District
4) Photos of Existing Houses
5) Draft Ordinance


R-1 New Houses and Additions
House Size
Lot Size
12000
10000
8000
6000
4000
2000
0
0
20000
40000
60000
80000
100000
120000
140000
160000
180000
EXISTING
15% of LOT
13% of LOT


R-2 New Houses
8000
7000
6000
5000
4000
3000
2000
1000
0
House Size
0
20000
40000
60000
80000
100000
120000
140000
160000
Lot Size
3880
HONEYSUCKLE
EXISTING
PROPOSED - 15%
3981
HILLCREST


R-3 New Houses
House Size
Lot Size
6000
5000
4000
3000
2000
1000
0
0
5000
10000
15000
20000
25000
30000
35000
40000
45000
EXISTING
PROPOSED - 15% + 1000 SF
4540 LINWOOD LN
18950 LAKE
19370 LAKE
3620 NORTHOME AVE






RCU 686
RUDY LUTHER


1937O
LANDSCAPES
651-216-2583


18950


4540

City of Deephaven
Hennepin County, Minnesota

ORDINANCE NO. 13-XX

AMENDING SECTION 1302.03, 1302.04, 1302.05, 1310.03, and 1345 OF THE DEEPHAVEN ZONING ORDINANCE, SINGLE FAMILY RESIDENTIAL REQUIREMENTS

THE CITY COUNCIL OF THE CITY OF DEEPHAVEN HEREBY ORDAINS:

SECTION ONE: Amendment. That Section 1302.03(2) be amended as follows:

Section 1302.03(2) R-1 Lot Dimensions. The following required lot area, width, depth, and coverage regulations shall be considered as minimum standards for buildings:

	Minimum Lot area (sq. ft.)	Minimum Road Frontage	Minimum Lake Frontage	Maximum Hardcover	Maximum Building Coverage – more than one story	Maximum Building Coverage – one story
~~Single Family~~	60,000	100’	125’	25%	~~8,000~~ 15%	20%

SECTION TWO: Amendment. That Section 1302.04(2) be amended as follows:

Section 1302.04(2) R-2 Lot Dimensions. The following required lot area, width, depth, and coverage regulations shall be considered as minimum standards for buildings:

	Minimum Lot area (sq. ft.)	Minimum Road Frontage	Minimum Lake Frontage	Maximum Hardcover	Maximum Building Coverage – more than one story	Maximum Building Coverage – one story
~~Single Family~~	40,000	75’	125’	25%	~~6,000~~ 15%	20%

SECTION THREE: Amendment. That Section 1302.05(2) be amended as follows:

Section 1302.05(2) R-3 Lot Dimensions. The following required lot area, width, depth, and coverage regulations shall be considered as minimum standards for buildings:

	Minimum Lot Area (sq. ft.)	Minimum Road Frontage	Minimum Lake Frontage	Maximum Hardcover	Maximum Building Coverage – more than one story	Maximum Building Coverage – one story
~~Single Family~~	20,000	50’	100’	25%	~~4,500~~ 15% + 1,000 SF	20% + 1,000 SF

SECTION FOUR: Amendment. That Section 1310.03 be deleted as follows:

~~Subd. 3. Building Coverage.~~

~~(a) The City of Deephaven shall not grant any permits, or accept any application or requests for any permits, for the construction of any building, or addition to or alteration of any building, which would cause the aggregate square foot ground area covered by all structures on the lot to exceed the following square foot amounts in the respective Residential Districts, except as provided in Subd. 3(b) of this Section:~~

~~District~~	~~Minimum Lot Size~~	~~Maximum Ground Area Covered by Structures~~
~~R-1~~	~~60,000~~	~~8,000~~
~~R-2~~	~~40,000~~	~~6,000~~
~~R-3~~	~~20,000~~	~~4,500~~

~~(b) Exceptions. The Zoning Coordinator may approve the issuance of a building permit where the aggregate ground area covered by all building is between 4,500 and 6,000 square feet in the R-3 District or between 6,000 and 8,000 in the R-2 District if the following conditions are met:~~

~~(1) If the property is in an R-3 District, the lot size is at least 40,000 square feet.~~

~~(2) If the property is in an R-2 District, the lot size is at least 60,000 square feet.~~

SECTION FIVE: Amendment. That Section 1345 be amended as follows:

“Building Coverage” means the area of the lot that is occupied by principal and accessory buildings and by structures with a surface area of more than 120 square feet. All areas beneath a roof are counted for purposes of measuring building coverage.

SECTION SIX: Effective Date. This Ordinance shall be effective as of its date of publication.

Adopted by the Deephaven City Council on March 2, 2026, and published in the paper of Sun Sailor on March 12, 2026.

_____
Kent M. Carlson, Mayor

ATTEST:

_____
Dan Madsen, Clerk Administrator

LEGAL DESCRIPTION (20560 SUMMERVILLE):
Parcel A: Tract B, Registered Land Survey No. 1702, Hennepin County; Minnesota.

Parcel B: That part of Lot 7 in Austin's Rearrangement of part of Summerville, described as follows: Beginning at a point in the Southeasterly line of said Lot 7, where a Northeasterly extension of the Southerly boundary line of Lot 18, Summerville, Lake Minnetonka would intersect the said Southwesterly line of said Lot 7; thence Northwesterly along said Southwesterly line of said Lot 7, 190 feet thence Northeasterly at right angles 75 feet; thence Southeasterly to a point 50 feet Northeasterly from the to the place of beginning on a line drawn at right angles to the said Southwesterly line of said Lot 7; thence Southwesterly to the place of beginning, together with all lands and all shore and lake rights and privileges Northwesterly of the tract so bounded and described and between a line drawn from the most Northerly corner thereof to the shore line of Lake Minnetonka at low water (said line being parallel with said Southwesterly line of said Lot 7) and said Southwesterly line of said Lot 7 extended to the shore line of Lake Minnetonka at low water.

SCOPE OF WORK & LIMITATIONS:

1. Showing the length and direction of boundary lines of the legal description listed above. The scope of our services does not include determining what you own, which is a legal matter. Please check the legal description with your records or consult with competent legal counsel, if necessary, to make sure that it is correct and that any matters of record, such as easements, that you wish to be included on the survey have been shown.
2. Showing the location of observed existing improvements we deem necessary for the survey.
3. Setting survey markers or verifying existing survey markers to establish the corners of the property.
4. This survey has been completed without the benefit of a current title commitment. There may be existing easements or other encumbrances that would be revealed by a current title commitment. Therefore, this survey does not purport to show any easements or encumbrances other than the ones shown hereon.
5. Showing elevations on the site at selected locations to give some indication of the topography of the site. We have also provided a benchmark for your use in determining elevations for construction on this site. The elevations shown relate only to the benchmark provided on this survey. Use that benchmark and check at least one other feature shown on the survey when determining other elevations for use on this site or before beginning construction.
6. Note that all building dimensions and building tie dimensions to the property lines, are taken from the siding and or stucco of the building.
7. Showing and tabulating impervious surface coverage of the lot for your review and for the review of such governmental agencies that may have jurisdiction over these requirements to verify they are correctly shown before proceeding with construction.

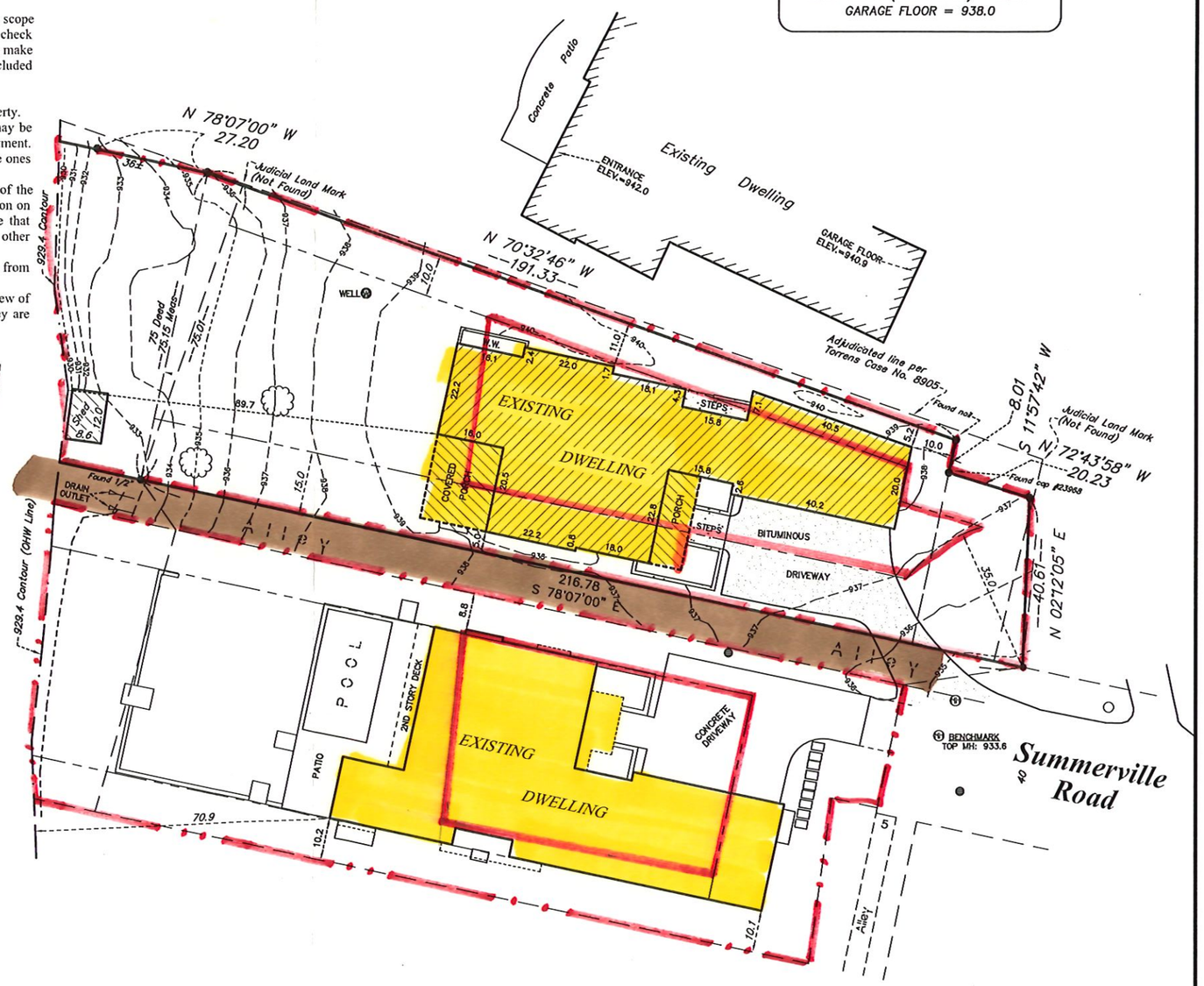
STANDARD SYMBOLS & CONVENTIONS:

"●" Denotes iron survey marker, set, unless otherwise noted.

Approved by
Bob Bean, P.E.
3/17/21

PROPOSED ELEVATIONS
FIRST FLOOR (SUB-FLOOR) = 942.50
BASEMENT FLOOR = 932.50
GARAGE FLOOR = 938.00

AS-BUILT ELEVATIONS
FIRST FLOOR (SUB-FLOOR) = 942.7
GARAGE FLOOR = 938.0



AS-BUILT HARDCOVER

House	3,274 Sq. Ft.
Front Porch/Steps	252 Sq. Ft.
Rear Porch/Chimney	337 Sq. Ft.
Bituminous Driveway	1,056 Sq. Ft.
Shed	103 Sq. Ft.
Retaining Walls	56 Sq. Ft.
Side Conc. Steps	68 Sq. Ft.
TOTAL AS-BUILT HARDCOVER	5,146 Sq. Ft.
AREA OF LOT TO OHW	14,944 Sq. Ft.
PERCENTAGE OF HARDCOVER TO LOT	34.4%

PROPOSED HARDCOVER

House	3,238 Sq. Ft.
Front Porch/Steps	224 Sq. Ft.
Paver Patio/Steps	351 Sq. Ft.
Paver Driveway	990 Sq. Ft.
Bituminous Driveway	290 Sq. Ft.
Retaining Walls	82 Sq. Ft.
Rear Stoops/Steps	89 Sq. Ft.
TOTAL PROPOSED HARDCOVER	5,264 Sq. Ft.
AREA OF LOT TO OHW	14,944 Sq. Ft.
PERCENTAGE OF HARDCOVER TO LOT	35.2%

DATE	REVISION DESCRIPTION

DWG ORIENTATION: N
SCALE: 0 10' 20'

CLIENT/JOB ADDRESS
VINE HILL PARTNERS
20560 SUMMERVILLE ROAD
DEEPHAVEN, MN

Advance
Surveying & Engineering, Co.
17917 Highway No. 7
Minnetonka, Minnesota 55345
Phone (952) 474-7964
Web: www.advsur.com

I HEREBY CERTIFY THAT THIS PLAN, SURVEY OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
Wayne W. Prehs
#43503
LICENSE NO.
JANUARY 13, 2021
DATE

DATE SURVEYED: JANUARY 11, 2021
DATE DRAFTED: JANUARY 13, 2021

SHEET TITLE: AS-BUILT SURVEY
SHEET SIZE: 17 X 22
DRAWING NUMBER: 210002 WP

SHEET NO.: S1
SHEET 1 OF 1

Item 5C

STAFF REPORT
Pat Smith, Planning Director

Deephaven City Council
February 2, 2026

BACKGROUND

The next Comprehensive Plan update is due December 31, 2028. Staff recommends amending the current Comprehensive Plan to include a section on trails and sidewalks. Being adopted as part of the Comprehensive Plan, gives the plan more authority when applying for grants and will allow the Planning Commission to review the CIP for consistency with the Comprehensive Plan annually.

The proposed amendment to the Comprehensive Plan was provided to the school district, Three Rivers Park, Metropolitan Council, and adjacent communities for comment. Representatives from Shorewood, Greenwood and Minnetonka sent emails indicating no issues.

PLANNING COMMISSION ACTION TAKEN ON 1/20/26 (on a 5-0 vote)

The Planning Commission should hold a public hearing and recommend the City Council amend the 2040 Comprehensive Plan to include a section on trails and sidewalks in the Transportation Element of the Comprehensive Plan.

CITY COUNCIL ACTION REQUESTED

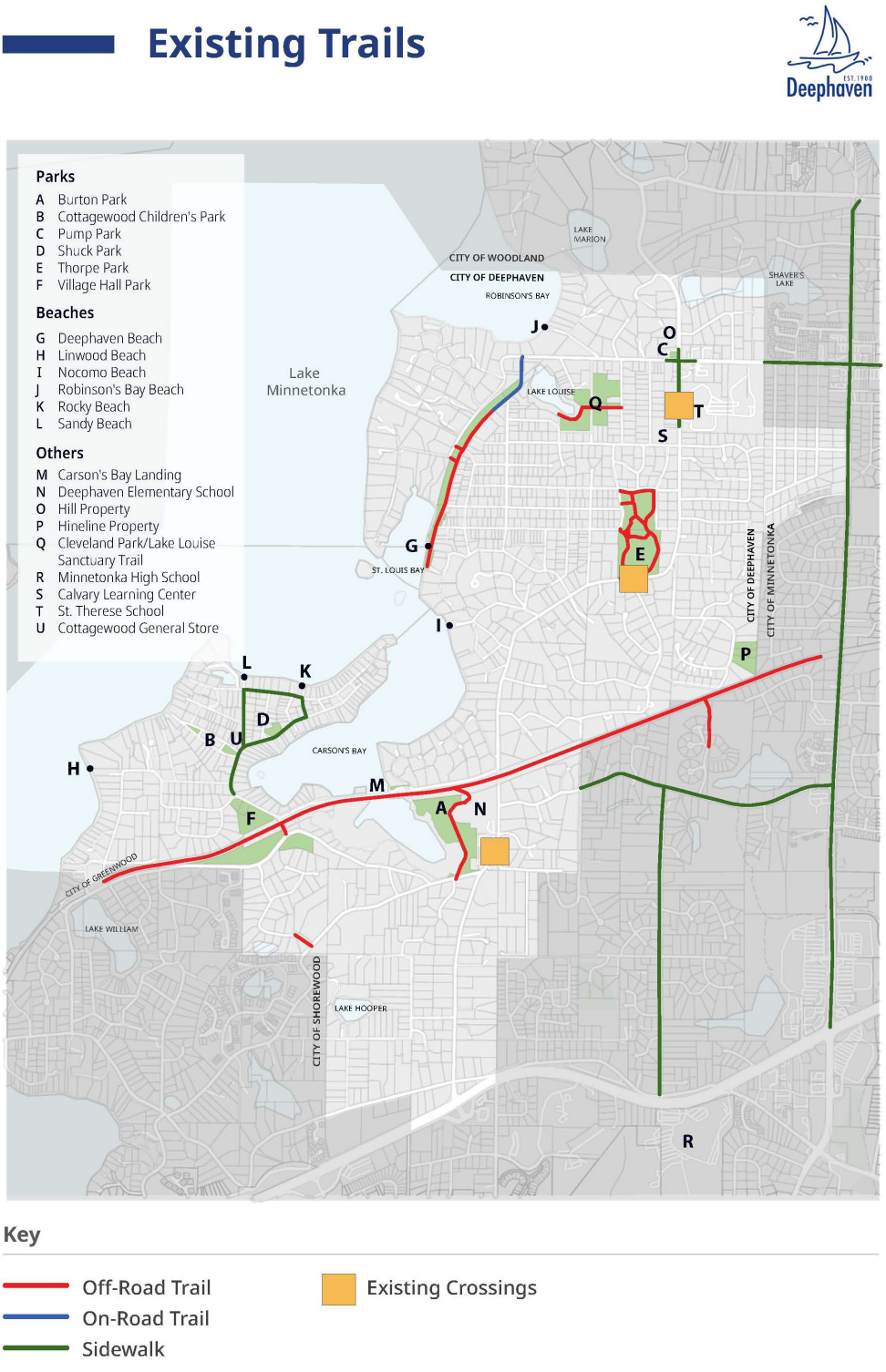
The City Council should pass the proposed Comprehensive Plan amendment with or without changes.

Attachment:

1) Proposed Section of the Transportation Element of the 2040 Comprehensive Plan
2) Emails from Surrounding Communities

Existing and Planned Non-Motorized Transportation Network

The Existing Trails map shows the existing trail system in Deephaven, which includes sidewalks (primarily in Cottagewood), on-road trails, and off-road trails. The non-motorized transportation network in Deephaven consists of 1.06 miles sidewalks and 3.28 miles of trails. The LRT Regional Trail is the backbone of Deephaven's trail system, bisecting the city and connecting neighborhoods from east to west. It provides an excellent path for children to walk or bike to Deephaven Elementary School, but lacks connection points to other trails, sidewalks, or key destinations within Deephaven.



Goals and Objectives
The City will strive to achieve the following trail system goals as related to transportation:

- *Connectivity* - Complete missing links that would provide access to community destinations such as schools, parks, beaches, shopping and employers and provide the necessary connections that make bicycling and walking a viable transportation option allowing people to easily get where they need to go.

- *Safety* – Strengthen and expand existing infrastructure to ensure safe, comfortable, and predictable interactions among pedestrians, bicyclists, and motorists. This includes enhancing visibility at crossings and intersections and designing trails and pathways that minimize conflict points. A well designed network prioritizes user safety and encourages more people to choose active transportation with confidence.

- *Sustainability* – Reduce the number of vehicular trips needed for transportation throughout the city by encouraging more people to use the City's trails, especially kids biking and walking to school. Fewer vehicular trips lowers levels of air and noise pollution and lessens wear and tear on the roads, saving both residents and the City money!

- *Active Living* – An expanded network of biking and walking trails encourages active lifestyles by supporting both everyday travel and recreational use. By linking Deephaven's local trails with regional systems, the community gains broader access to safe, enjoyable routes that promote physical activity, reduce reliance on cars, and enhance overall well-being

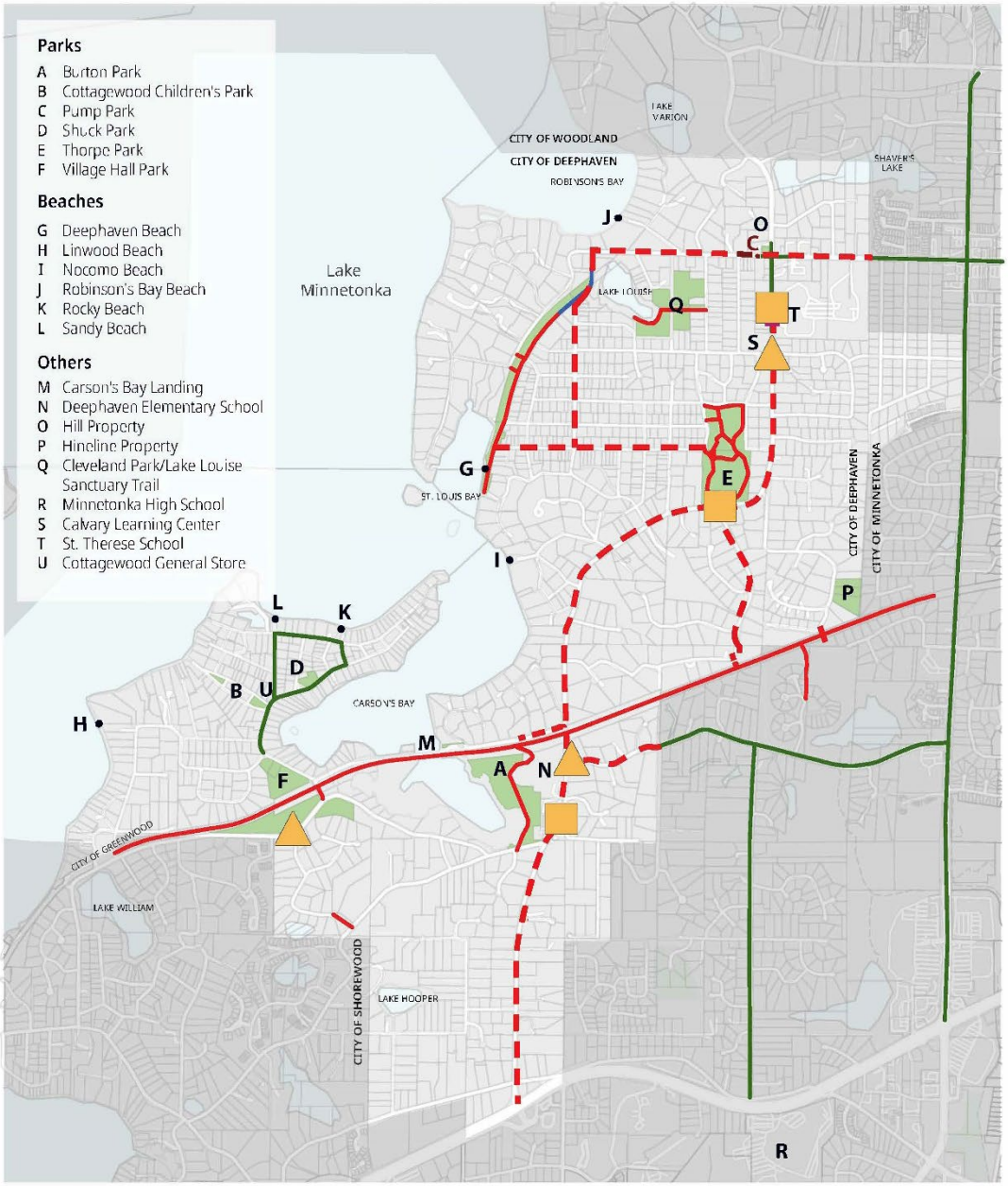
Gaps in the Existing Trail System

The City undertook a 17-month planning process to determine barriers for residents to use the trail system more frequently, and the community's preferences for pedestrian improvements. The resulting Master Trail Plan identified key gaps in the trail system and improved road crossings that will help increase pedestrian activity in Deephaven. Proposed sidewalks, trails and pedestrian crosswalks are illustrated on the following page.

The City is committed to expanding and enhancing the pedestrian network for individuals of All-Ages-and-Abilities (AAA), with the goal of fostering connections between people and places they live, work, play and learn.

The City supports completing gaps in the system network when consistent with the City's trail plan as funding is available.

Planned Trails and Crossings



Key

- Off-Road Trail
- On-Road Trail
- Sidewalk
- Possible New Trail
- Existing Crossing with Possible Improvements
- New Crossing

Pat Smith

From: Jake Griffiths <jgriffiths@ci.shorewood.mn.us>
Sent: Wednesday, July 30, 2025 11:17 AM
To: Pat Smith
Subject: RE: Deephaven Comp Plan Amendment

Hey Pat,

Thanks for sending this over. No questions or comments on our end, best of luck as your plan moves forward. Thanks!

City of Shorewood

5755 Country Club Road
Shorewood, MN 55331
Available Monday – Thursday
7:00am – 5:30pm

JAKE GRIFFITHS
Planning Director

City Hall: 952.960.7900
Direct: 952.960.7909
jgriffiths@shorewoodmn.gov

www.shorewoodmn.gov

From: Pat Smith <pats@cityofdeephaven.org>
Sent: Wednesday, July 30, 2025 10:07 AM
To: Jake Griffiths <jgriffiths@ci.shorewood.mn.us>
Subject: Deephaven Comp Plan Amendment

Hey Jake,

We're wrapping up with our first Master Trail Plan and are planning on adopting the plan as part of our 2030 Comprehensive Plan.
I'm attaching the existing trail map and the proposed trails.
The only proposed change near Shorewood is a pedestrian crossing on Minnetonka Boulevard. This would help Shorewood residents safely cross Minnetonka Boulevard to get to the LRT trail.
Let me know if you have any questions or comments.
We're planning on bringing this to the Planning Commission on August 19th.

Thanks,
Pat

Patrick Smith, AICP
Planning Director
Deephaven • Woodland

20225 Cottagewood Road
Deephaven, MN 55331
Direct: (952) 358-9938

Pat Smith

From: Scott Richards <scott@planningco.com>
Sent: Wednesday, July 30, 2025 11:57 AM
To: Pat Smith
Subject: RE: Deephaven Comp Plan Amendment

Hi Pat,

All is well! Busy summer in Greenwood. As always, a lot of neighbors watching what their neighbors are doing and calling me.

I have no issue with this. Do you need anything in writing from me at this point?

Scott D. Richards

The Planning Company LLC
3601 Thurston Avenue N, Suite 100
Anoka, MN 55303

Mobile: 952.221.0547
Facsimile: 763.427.0520

Email: Scott@PlanningCo.com

From: Pat Smith <pats@cityofdeephaven.org>
Sent: Wednesday, July 30, 2025 10:03 AM
To: Scott Richards <scott@planningco.com>
Subject: Deephaven Comp Plan Amendment

Hey Scott,
How's it going?

We're wrapping up with our first Master Trail Plan and are planning on adopting the plan as part of our 2030 Comprehensive Plan.
I'm attaching the existing trail map and the proposed trails.
It doesn't really impact Greenwood at all, but let me know if you have any questions or comments.
We're planning on bringing this to the Planning Commission on August 19th.

Thanks,
Pat

Patrick Smith, AICP
Planning Director
Deephaven • Woodland

20225 Cottagewood Road
Deephaven, MN 55331
Direct: (952) 358-9938

Pat Smith

From: Julie Wischnack <jwischnack@minnetonkamn.gov>
Sent: Wednesday, August 13, 2025 4:40 PM
To: Pat Smith
Subject: RE: Comp Plan Amendment

Pat – I have to apologize, I did not review this email until now. The city's trail segment map by priority is found here in the capital improvement plan. The map you provided didn't have street names so I was trying to compare your plan to ours, but wasn't sure. Hoping our map provides clarity.

Julie

Julie Wischnack, FAICP | Community Development Director
City of Minnetonka | minnetonkamn.gov

14600 Minnetonka Blvd. | Minnetonka, MN 55345
Office: 952-939-8282 | Cell: 612-221-9530

From: Pat Smith <pats@cityofdeephaven.org>
Sent: Wednesday, July 30, 2025 9:54 AM
To: Julie Wischnack <jwischnack@minnetonkamn.gov>
Subject: Comp Plan Amendment

Hey Julie,
How's it going?
We're wrapping up with our first Master Trail Plan and are planning on adopting the plan as part of our 2030 Comprehensive Plan.
I'm attaching the existing trail map and the proposed trails.
As it pertains to Minnetonka, the proposed Trail plan has future connections to Minnetonka's trail system along Minnetonka Boulevard on the north side of the city and Ridgewood Road, which would connect Minnetonka neighborhoods to Deephaven Elementary school.

We're planning on bringing this to the Planning Commission August 19th.

Let me know if you have any questions or comments.

Thanks,
Pat

Patrick Smith, AICP
Planning Director
Deephaven • Woodland

20225 Cottagewood Road
Deephaven, MN 55331
Direct: (952) 358-9938
pat@cityofdeephaven.org

Item 6D

STAFF REPORT
Pat Smith, Planning Director

Deephaven City Council
February 2, 2026

BACKGROUND

At the City Council/Planning Commission joint work session, one of the items that the City Council wanted the Planning Commission to discuss was updating the City's sign ordinance. The Planning Commission reviewed the sign ordinance over the past five months. The goal was to allow new signs to be approved administratively but to ensure the sign regulations resulted in discreet signs.

KEY ISSUES

The table below outlines the key changes from the existing ordinance.

	Existing	Proposed
Approval – permanent signs	Through CUP	Administrative
Illumination	No limits	Externally illumination only in Downtown Commercial
Open House Signs	Prohibits Open House Signs	Permitted with parameters
Total maximum amount of signage per property	Treated all zoning districts the same - 100 SF	C1 (Downtown) - 75 SF C2 & C3 – 125 SF
Maximum number of signs for each business (all commercial districts)	No limit	Two
Temporary Signs - size	No size limits – zoning administrator determines the effect on surrounding properties	Banners – 30 SF
Temporary Signs – display period	6 permits -30 days each (180 days)	3 permits – 14 days each (42 days)
Sandwich Board Signs	6 permits -30 days each (180 days)	Sandwich board signs within 75 feet of entrance and removed overnight do not need a permit and may be displayed year-round
Multi-Tenant Buildings	No provision for multi-tenant buildings. Everything is negotiated through a CUP.	All businesses are allowed two signs – maximum size of wall signs is 20 SF; maximum size of blade signs is 6 SF
Flags	Prohibits flags	Allows flags
Residential Signs	No regulations	20 SF maximum display area 7 feet maximum height for monument

		8 feet maximum height for shingle signs

PROPOSED SIGNS ALLOWED IN COMMERCIAL DISTRICTS

The following table compares the proposed permanent sign regulations for the three commercial districts.

	C-1	**C-2**	**C-3**
Total Sign Area Allowed	0.5 SF/linear street frontage, maximum 75 SF	0.5 SF/linear street frontage, maximum 125 SF	0.5 SF/linear street frontage, maximum 125 SF
Monument Signs	Lots less than 75 feet Maximum Display Area – 20 SF Maximum Height – 5 feet Lots between 75-199 Maximum Display area – 30 SF Maximum Height – 6 feet Lots over 200 feet Maximum Display area – 45 SF Maximum Height - 8	Maximum Display area – 50 SF Maximum Height – 8 feet	Maximum Display area – 50 SF Maximum Height – 8 feet
Shingle Signs	Maximum Display Area – 12 SF Maximum Height – 8 feet	Not Allowed	Not Allowed
Wall Signs	Maximum - 50 SF Multi-Tenant – 20 SF	Maximum - 75 SF Multi-Tenant – 30 SF	Maximum - 75 SF Multi-Tenant – 30 SF
Projecting Signs	6 SF	6 SF	6 SF
Awning Signs	8 inches high/7 SF	8 inches high/7 SF	8 inches high/7 SF
Under-Canopy Signs	4 SF	4 SF	4 SF
Electronic Message Signs	Prohibited	Prohibited	Allowed
Illumination	External Only	Internal or External	Internal or External

PROPOSED SIGNS COMPARED TO EXISTING SIGNS

Attached are current signs to compare with the proposed ordinance. All signs would conform to the proposed ordinance except the following:

- The Kyle Hunt Shingle sign – the sign is 10 feet high and 16 SF in area; staff is recommending a maximum height of 8 feet and 12 SF in area.
- The Hughes Dental monument sign - the sign is 7 feet high and 45 SF in area; staff is recommending a maximum height of 6 feet for properties the size of Hughes Dental and 30 SF.
- The Coldwell Banker sign is 8.5 feet tall and 52 SF in area. Staff is recommending a maximum height of 8 feet for monuments in the C-2 and C-3 zoning districts and a maximum display area of 50 SF.
- The Deephaven Court monument sign is 42 SF in area and 10 feet tall. Staff is recommending a maximum height of 8 feet and a maximum display area of 45 SF.

TEMPORARY SIGNS

City	Types and Sizes	Display Period
Deephaven	No limits – zoning administrator to determine the sign is reasonable for the use and not be detrimental to surrounding property values	6 permits -30 days each (180 days)
Excelsior	Banners – 30 SF Pennants, streamers or spinners, inflatable devices	30 days Sandwich board signs within five feet of entrance and removed overnight do not need a permit and may be displayed year-round
Wayzata	Banners, posters, pennants, ribbons, streamers, search lights or other devices to draw attention May not exceed 110% of total allowable signage area	3 permits – 14 days each (42 days)
Minnetonka	Banners – 30 SF Search lights and inflatable signs	30 days for grand openings 2 permits – 10 days each (20 days) Search lights and inflatable signs – twice per year/three days Sandwich board signs within five feet of entrance and removed overnight do not need a permit and may be displayed year-round
Chaska	Banners – 32 SF Pennants, inflatable devices – 25’ maximum height	30 days for grand openings 55 days
Downers Grove, IL	Banners – 32 SF	8 permits – 7 days each (56 days)

PLANNING COMMISSION ACTION TAKEN ON 9/16/25 (on a 6-0 vote)

Held a public hearing and recommended the City Council approve the revised sign ordinance.

CITY COUNCIL ACTION REQUESTED

Move the City Council waive the first reading of Ordinance No. 13-XX, with or without changes, and schedule the second reading for March 2, 2026.

Attachment:

1) Draft Ordinance in Ordinance Form
2) Examples of Illuminated Signs
3) Email from Maggie Linvill Smith

City of Deephaven
Hennepin County, Minnesota

ORDINANCE NO. 13-XX

REVISING CHAPTER 11 – SIGN ORDINANCE AND 1335 ADMINISTRATION

THE CITY COUNCIL OF THE CITY OF DEEPHAVEN HEREBY ORDAINS:

SECTION ONE: Delete and Replace. That Section 1115 deleted in its entirety and replaced with the following:

SECTION 1313 SIGNS

1313.01 General

Subd. 1. Findings. The City Council hereby finds as follows:

(a) Exterior signs have a substantial impact on the character and quality of the environment.
(b) Signs provide an important medium through which individuals and organizations may convey a variety of messages.
(c) Signs can create traffic hazards, aesthetic concerns and detriments to property values, thereby threatening the public health, safety and welfare.
(d) The city's ordinances have included the regulation of signs in an effort to provide adequate means of expression and to promote the economic viability of the business community, while protecting the city and its citizens from a proliferation of signs of a type, size, location and character that would adversely impact upon the aesthetics of the community and threaten the health, safety and welfare of the community. The regulation of the physical characteristics of signs within the city has had a positive impact on traffic safety and the appearance of the community.

Subd. 2 Purpose and Intent. It is not the purpose or intent of this sign ordinance to regulate the message displayed on any sign; nor is it the purpose or intent of this article to regulate any sign which cannot be viewed outside a building. The purpose and intent of this article is to:

(a) to preserve, protect and promote public health, safety and welfare;
(b) to ensure that signs are compatible with surrounding land uses;
(c) to enhance the physical appearance of the City;
(d) discourage signs that are excessive in area or number, unsightly, or inappropriate; and
(e) to protect motorized and non-motorized travelers by reducing distraction that may increase the number and severity of traffic accidents.

1313.02 Signs Allowed without a Sign Permit

The following signs do not require a sign permit and are subject to the following regulations:

(a) Governmental signs, public signs and other signs incidental to those signs for identification, information or directional purposes erected or required by governmental bodies, or authorized for a public purpose by any law, statute or ordinance.

(b) Street Address Signs. Street address signs up to four (4) square feet in area.

(c) One temporary sign per property in residential districts that does not exceed five square feet in size.

(d) All noncommercial speech signs of any size posted in any number from 46 days before the state primary in a state general election year until 10 days following general election, and 13 weeks prior to any special election until 10 days following the epical election. Sign installation shall comply with Fair Campaign Practices Act contained in Minn. Stats. Chapter 211B.

(e) “No trespassing” or similar signs regulating the use of property, provided such signs are no more than 2 square feet in area.

(f) Noncommercial flags. With a maximum size of 50 square feet.

(g) Construction Signs. Signs denoting the architect, engineer, or contractor, when placed upon work under construction, provided that the total sign surface area of all such signs does not exceed 32 square feet in a district zoned for commercial uses or 6 square feet in a district zoned for residential uses, and provided that the sign is removed upon completion of construction or prior to a date six months after the sign is first placed on the property, whichever is earlier.

(h) Temporary Special Event Signs. Temporary signs (other than political signs) pertaining to drives or events of civic, philanthropic, educational or religious organizations, provided permission of the Council must be obtained to erect such signs upon or over streets or other public property, and provided further that such signs must not be erected or posted for a period of more than 14 days prior to the date of the event and must be removed within 3 days after the event. Sign area shall be no more than 32 square feet.

(i) “Help wanted” signs up to 2 square feet in area. The “help wanted” sign text must be the predominant text on the sign. Help wanted signs may only be located on a window or door.

(j) Garage Sale Signs. Freestanding signs for garage sales or similar events occurring within the corporate limits of the City, not exceeding four (4) square feet in sign surface area, erected on private property with permission of the landowner, or erected in that portion of a public right-of-way outside of the traveled portion of the right-of-way, and displayed for not more than three (3) days.

(k) Real Estate Signs. Real estate signs, provided the total sign surface area for real estate signs on a property is not greater than six (6) square feet and the sign is located on the property to be leased or sold. Real estate signs must be removed within three (3) days after closing of the sale or leasing of the property on which they are located.

(l) Open House Signs. Open house signs may be placed in the public right-of-way on days that the open house will take place. Such open house signs maybe posted only between the hours of 7:00 am to 10:00 pm, provided that:
   1. the open house sign may not exceed four (4) square feet in area;
   2. the open house sign must be freestanding, not attached to any utility pole, traffic control sign or other similar structured and must be placed at least 3 feet from the curb or edge of the pavement;
   3. only one open house sign is permitted within 150 feet of another sign that relates to the same address. There may be only one open house sign relating to the same address placed in on a single lot; and,
   4. no attention-getting or attracting devices may be attached to any open house sign.

(m) Vehicle Signs. Vehicle signs are allowed when the vehicle to which the sign is attached is license, insured, and operational. The vehicle must be used for the operation of the business and may not remain stationary for an extended period of time for the purpose of attracting attention to a business.

1313.03 Temporary Business Signs

The following signs are permitted in all commercial districts and shall require a temporary sign permit along with the temporary sign permit fee established in Chapter 4.

Subd. 1 Banners, banner flags, and sandwich board signs are permitted according to the following:
   (a) Not more than two such signs shall be allowed for an activity at any given time.
   (b) No individual property or business may obtain more than three (3) temporary sign permits in a calendar year. Each temporary sign permit shall be valid for a period of 14 consecutive days.
   (c) Banners and banner flags shall not exceed 30 square feet in area and portable signs shall not exceed five feet in height or greater than six square feet in area
   (d) Under no circumstances shall a temporary business sign be placed on public property or within the public right-of-way.

1313.04 Sign Regulations for the Downtown Commercial District

The regulations of this section apply in the C-1 zoning district.

Subd. 1 Maximum Total Sign Area
The maximum allowable sign area may not exceed 0.50 square feet per linear foot of street frontage or 75 square feet, whichever is less, plus any signs expressly excluded from maximum sign area calculations.

Subd. 2 Maximum Total Number of Signs
Businesses shall not display more than two permanent signs, whether such signs be projecting, wall, freestanding, window or awning, including signs for rear entrances. Window lettering signs of less than six square feet shall be excluded from this regulation.

Subd. 3 Multi-Occupant Buildings
Each business located in a multi-occupant building is permitted two permanent signs (wall, projecting, under-canopy or awning/canopy signs) as regulated in this section, but do not count toward the maximum total sign area for the property.

Subd. 4 Monument and Shingle Signs
Unless otherwise expressly stated, each lot is allowed either one monument sign or one shingle sign, subject to the following regulations.

(a) Monument Signs
Monument signs are limited to a maximum of two sign faces and are subject to the height and area limitations is the following table. Address numbers are excluded when calculating the area of the monument sign.

	Lot Size		
	Less than 75 ft. lot width	75-199 ft. lot width	200 ft. or greater lot width
Maximum Height (feet)	5	6	8
Maximum Area (SF)	20	30	45

(b) Shingle Signs
Shingle signs may not exceed 12 square feet in area per side or a height of 8 feet.

(c) Sign Setbacks
All freestanding signs shall meet the building setback requirements of the underlying zoning district, except along the sides of a lot with street frontage, where monument and shingle signs shall be setback at least ten (10) feet from the street right-of-way.

Subd. 5 Wall Signs
(a) The maximum allowable sign area for a single-tenant building is 50 square feet.
(b) The maximum allowable sign area for each tenant in a multi-occupant building shall be 20 square feet.

Subd. 6 Menu Boards
(a) Menu boards for restaurants are allowed on the exterior wall of the business.
(b) Such signs may not exceed four (4) square feet in area.
(c) The menu board area is not counted in calculating maximum allowable sign area.
(d) The menu board sign may include menus or notice of special events including community events.
(e) All menu board signs must be enclosed in a tempered glass or Plexiglas frame.

Subd. 7 Projecting Signs
(a) Projecting signs shall not exceed six (6) square feet of sign space;
(b) Shall not extend more than three (3) feet from the vertical place of the façade to which it is attached;
(c) Must be place to allow at least eight (8) feet of vertical clearance above the ground directly beneath the sign.

Subd. 8 Awning Signs
Awning or canopy signs are allowed, subject to the following conditions:
(a) Awnings and canopies may not extend above the first floor of the building to which it is attached and must be constructed and erected so that the lowest portion of the awning or canopy is at least 8 feet above the ground directly beneath it.
(b) Shall not exceed seven square feet in size or eight inches in height.

(c) Shall be located in the lowest section of the awning/canopy and parallel to the building.

Subd. 9 Under-Canopy Signs
(a) Under-canopy signs must be attached to the underside of the soffit or ceiling of a canopy.
(b) The face of any such sign may not exceed 12 inches in height or 4 feet in length.
(c) Such signs must be placed to allow at least 8 feet of vertical clearance above the ground directly beneath the sign.

Subd. 10 Window Signs
(a) Window signs covering a maximum of 25% of each window are allowed without a sign permit.
(b) The window sign area is in addition to the total maximum allowable sign area.
(c) Illumination is permitted only in accordance with Section 9D (Illumination).

Subd. 11 Sandwich Board Signs
Businesses are allowed up to one sandwich board sign in the C-1 zoning district. They are not counted in calculating the maximum sign area allowed on a lot, do not need a temporary sign permit and are subject to the following conditions:
(a) Shall not be located farther than 75 feet of the entryway to the subject business.
(b) Sandwich board signs may be displayed only during business hours and must be removed each day at the end of business.
(d) Such signs shall not be located in the public right-of-way.
(e) Such signs shall not exceed five (5) feet in height or greater than six (6) square feet in area.
(f) Sandwich board signs must be constructed of wood, metal or durable plastic.

Subd. 12 Illumination
Except for window signs, no internal or back lighting of signs in the Downtown Commercial district is allowed. Externally illuminated signs are permitted only in accordance with Section 9D (Illumination).

1313.05 Sign Regulations for the General Commercial and Highway Commercial Districts

The regulations of this section apply in the C-2 and C-3 zoning districts.

Subd. 1 Maximum Total Sign Area
The maximum allowable sign area may not exceed 0.50 square feet per linear foot of street frontage or 125 square feet, whichever is less, plus any signs expressly excluded from maximum sign area calculations.

Subd. 2 Maximum Total Number of Signs
Businesses shall not display more than two permanent signs, whether such signs be projecting, wall, freestanding, window or awning, including signs for rear entrances. Window lettering signs of less than six square feet shall be excluded from this regulation.

Subd. 3 Multi-Occupant Buildings
Each business located in a multi-occupant building is permitted two permanent signs (wall, projecting, under-canopy or awning/canopy signs) as regulated in this section, but do not count toward the maximum total sign area for the property.

Subd. 4 Monument Signs
Unless otherwise expressly stated, each lot is allowed one monument sign, subject to the following regulations.
(a) Monument signs are limited to a maximum of two sign faces. Address numbers are excluded when calculating the area of the monument sign.
(b) Shall not exceed 50 square feet in area or a height of 8 feet.
(c) Sign Setbacks: all freestanding signs shall meet the building setback requirements of the underlying zoning district, except along the sides of a lot with street frontage, where monument and shingle signs shall be setback at least ten (10) feet from the street right-of-way.

Subd. 5 Wall Signs
(a) The maximum allowable sign area for a single-tenant building is 75 square feet.
(b) The maximum allowable sign area for each tenant in a multi-occupant building shall be 30 square feet.

Subd. 6 Menu Boards
(a) Menu boards for restaurants are allowed on the exterior wall of the business.
(b) Such signs may not exceed four (4) square feet in area.
(c) The menu board area is not counted in calculating maximum allowable sign area.
(d) The menu board sign may include menus or notice of special events including community events.
(e) All menu board signs must be enclosed in a tempered glass or Plexiglas frame.

Subd. 7 Projecting Signs
(a) Projecting signs shall not exceed six (6) square feet of sign space;
(b) Shall not extend more than three (3) feet from the vertical place of the façade to which it is attached;
(c) Must be place to allow at least eight (8) feet of vertical clearance above the ground directly beneath the sign.

Subd. 8 Awning Signs
Awning or canopy signs are allowed, subject to the following conditions:
(a) Awnings and canopies may not extend above the first floor of the building to which it is attached and must be constructed and erected so that the lowest portion of the awning or canopy is at least 8 feet above the ground directly beneath it.
(b) Shall not exceed seven square feet in size or eight inches in height
(c) Shall be located in the lowest section of the awning/canopy and parallel to the building.

Subd. 9 Under-Canopy Signs
(a) Under-canopy signs must be attached to the underside of the soffit or ceiling of a canopy.
(b) The face of any such sign may not exceed 12 inches in height or 4 feet in length.
(c) Such signs must be placed to allow at least eight (8) feet of vertical clearance above the ground directly beneath the sign.

Subd. 10 Window Signs

(a) Window signs covering a maximum of 25% of each window are allowed without a sign permit.
(b) The window sign area is in addition to the total maximum allowable sign area.
(c) Illumination is permitted only in accordance with Section 9D (Illumination).

Subd. 11 Illumination

Internally and externally illuminated signs are permitted only in accordance with Section 9D (Illumination).

1313.06 Residential Sign Regulations

Within all residential zoning districts, the following permanent signs are permitted subject to the following conditions:

Subd. 1 Residential entrance ground signs

For each neighborhood or other residential developments including townhome, condominium, and apartments, entrance signs are permitted subject to the following requirements:

(a) One (1) freestanding sign per each entrance;
(b) 20 square feet maximum display area;
(c) Seven (7) feet maximum height for monument signs and eight (8) feet maximum height for shingle signs;
(d) Externally illuminated signs are permitted only in accordance with Section 9D (Illumination);
(e) Maybe located in the City's right-of-way but shall not be located inside the visibility triangle; and
(f) A neighborhood or homeowner's association shall be responsible for perpetual maintenance of the sign.

Subd. 2 **Educational, Religious and Public Institution Signs**

For each educational, religious, public or private institution, nursing home property or similar property, signs are permitted subject to the following requirements:

(a) Monument signs:
    1. One (1) sign not to exceed 20 square feet in display area;
    2. Five (5) feet maximum height;

(b) Wall mounted signs:
    1. One (1) wall sign, except when more than one building facade has street frontage. In this instance, an activity may have one wall sign for each facade with street frontage.
    2. The sign area shall not exceed 40 square feet.

(c) Illumination
    Externally illuminated signs are permitted only in accordance with Section 9D (Illumination).

1313.07 Prohibited Signs in All Zoning Districts.

The following are expressly prohibited under this ordinance:

(a) Abandoned Signs as defined by Section _____.

(b) Attention getting devices.

(c) Animated signs.

(d) Balcony signs and signs mounted or supported on a balcony.

(e) Changeable copy or portable signs, except sandwich board signs that are allowed in the C-1 zoning district.

(f) Electronic message signs.

(g) Flashing signs or searchlights.

(h) Inflatable devices.

(i) Signs which emit sound, odor or visible matter.

(j) Signs attached to a vehicle where the apparent purpose is to advertise a project or direct people to an activity located on the same or nearby property. Signs affixed to vehicles where the sign is incidental to the use of the vehicle are not prohibited.

(k) Off-premise commercial signs whether located in a commercially or residentially zoned property.

(l) Content classified as “obscene” as defined by Minn. Statute 617.241.

(m) Pylon signs.

(n) Any sign projecting above the roofline of the structure to which it is affixed.

(o) Signs which project beyond the property line of the property upon which the sign is located.

(p) Signs which have a structural member or other portion closer than 10 feet to a side lot line.

(q) Signs intended to be for the purpose of business advertising in any residentially zoned areas, including window signs.

(r) Sign attached to or placed on a vehicle that is prominently visible from the public right-of-way where the primary purpose of the vehicle is to advertise a business, product, or service rather than to be actively used or available for the daily function of the business to which the sign relates.

(s) Window signs which obstruct the window to the point where the interior of the building cannot be observed by police or other security personnel.

(t) Signs placed or maintained on rocks, fences, or trees, or signs that interfere with any electric lights, or electrical or telephone wires or their supports.

(u) Translucent awnings or canopies.

(v) Any sign placed or attached to a telecommunications tower, pole or antenna.

(w) Any other sign not expressly permitted in this article.

1313.08 General Construction and Design Standards

The following general regulations and standards shall apply to all allowed signs in all zoning districts:

Subd. 1 All signs shall meet the construction and design standards of this Chapter and the Uniform Sign Code.

Subd. 2 Location. All signs shall comply with the following standards.

(a) Public Property. Signs may only be placed on public property by a government agency, as authorized by this Chapter, or the Zoning Administrator. Any sign placed on public property without authorization may be removed without notice.

(b) Private Property. Signs may only be placed on private property with prior consent of the property owner and, if applicable, an approved sign permit issued by the City.

(c) Building Exterior. A sign mounted on the exterior of a building shall not obstruct or prevent free ingress and egress from any window, door, fire escape or stairway of any building or structure.

Subd. 3. Visibility Obstruction.

(a) A sign shall not obstruct free and clear vision at any street, intersection, driveway, or parking lot entrance or exit.

(b) In any residential district, no sign shall be placed in a manner that will create a visibility obstruction for motorists, bicyclists, or pedestrians. No sign shall exceed three feet in height within 25 feet of two or more intersecting streets measured along the curb line, or edge of pavement if no curbs are present.

Subd. 4. Sign Maintenance. All signs, together with all supports, braces, guys and anchors, must be kept neatly painted and posted. Every sign must be maintained by the owner of the property on which it is located in a clean and inoffensive condition. The owner of the property on which any ground sign is located must keep all grass, weeds or other growth cut around the sign, and will keep all rubbish, paper and debris cleaned up around the sign and removed from the property on which the sign is located.

Subd. 5 Illumination. Except as otherwise stated, internally or externally illuminated signs are allowed, provided they comply with the following standards:

(a) Electrical Components. The installation of electrical signs shall be subject to the state's electrical code. Electrical service to such sign shall be underground.

(b) Direct Light and Glare. Signs may be illuminated only by steady, stationary light sources directed solely at the sign or internal to it so that the light intensity or brightness does not create a nuisance to adjacent property or a traffic hazard. Externally-illuminating devices shall be either mounted above the sign and face downward or below the sign with lighting directed up toward the sign.

(c) Light Fixtures. Light fixtures shall be of a design such that the light sources (i.e. light bulb) is fully enclosed by opaque material and does not project beyond them, and such that light may be transmitted in only one direction.
(d) Hours of Operation. Signs may only be illuminated during business hours or between the hours of 6 AM and 9:30 PM, whichever is more restrictive.

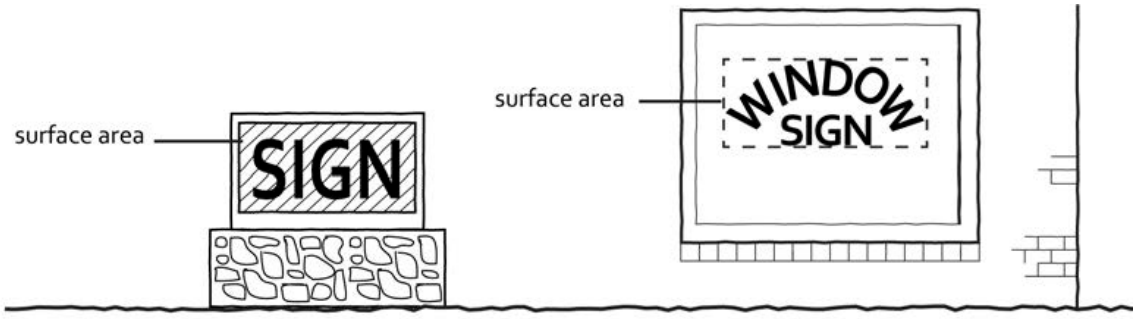
Subd. 6 Message substitution. Subject to the property owner's consent, a noncommercial message of any type may be substituted, in whole or in part, for any commercial message or any other noncommercial message on a currently existing sign, including a legal nonconforming sign, without consideration of message content, provided that the sign structure is legal. Such substitution of message may be made without any additional approval or permitting. This provision does not create a right to increase the total amount of signage on a lot, nor does it alter or waive the requirement that a sign have a building permit and a certificate of appropriateness.

1313.09 Sign Measurement Standards
The following standards shall control the measurement of sign area and sign height.

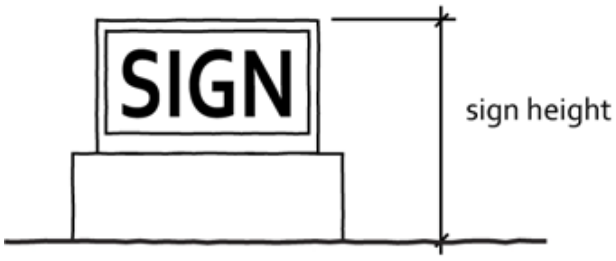
Subd. 1 Area to Be Included
The supporting structure or bracing of a sign shall be omitted in measuring the area of a sign unless such structure or bracing is made part of the message or face of the sign. When a sign has more than one display face, the area of the sign shall be measured as the area of one face, unless the distance between the sign faces of a two-faced sign exceeds 12 inches, then all faces shall be included in determining the area of the sign.

Subd. 2 Area of Sign on a Background
For signs on a background, the entire area of the background shall be included in the calculation of the sign area, including any material or color forming the sign face or background used to differentiate the sign from the structure against which it is placed.

Subd. 3 Area of Sign without a Background
For signs consisting of freestanding letters, graphics, logos, images or symbols, the sign area is calculated by means of the smallest rectangle that will encompass the outer limits of the freestanding letters, graphics, logos, images or symbols.



Subd. 4 Measurement of Sign Height
The height of a sign shall be measured from the adjacent natural grade to the highest point of the sign.



1313.10 Administration and Permits
Except as otherwise expressly stated, all signs require a permit.

(a) Application. Any person or activity proposing to erect or display a sign must file a complete application on a form provided by the City.

(b) Fees. Every application shall be accompanied by the required filing fee as established in Section 4 of the City Code.

(c) Review. The Zoning Administrator must approve or deny a sign permit application within 15 business days after a complete application is submitted. The content of the message or speech displayed on the sign shall not be reviewed or considered in determining whether to approve or deny a sign permit.

1313.11 Nonconforming Signs
Any sign that existed lawfully on the effective date of the sign regulations of this article that remains or becomes nonconforming by reason of adoption of these sign regulations or because of subsequent amendments to these sign regulations, are considered legal non-conforming signs. Legal non-conforming signs may continue to exist without a permit and without constituting a violation of this Section until one of the following occurs:

(a) The sign is structurally altered (except for normal maintenance) in a way which makes the sign less in compliance with this Section than it was before the alteration.

(b) The sign is relocated to a position making it less in compliance with this Section than it was before the relocation.

(c) The sign is replaced.

(d) Any new primary sign is erected or placed in connection with the enterprise using the legal non-conforming sign.

1313.12 Enforcement
Subd. 1 If a sign is in violation of this Section, or is rotted or in danger of falling, or is otherwise unsafe or unsightly, the City Building Inspector may give to the owner of the property on which the sign is located written notice specifying the violation, and requiring either the removal of the sign or remedial work in the time and manner specified in the notice. In the event of failure to comply with the notice within 30 days, the City may remove the sign or cause such remedial work to be done, and the cost of the work will be paid to the City by the owner of the property on which the sign is located. If payment is not made within 30 days after a statement for such costs is sent to the owner, the costs may be assessed against the property by certifying the

costs to the County Treasurer for collection in the same manner as the real estate taxes. If a sign which has been removed is not reclaimed and costs paid within 30 days after its removal, the sign may be sold or otherwise disposed of by the City. If a sign is found to be an immediate danger to the public because of its unsafe condition, it may be removed without notice, and written notice of removal and reasons for such will be given to the owner of the property on which it is located as soon as possible.

Subd. 2 Violation of this Section is a petty misdemeanor. Each day that the violation is permitted to exist will constitute a separate offense.

1313.13 Definitions

Subd. 1"Abandoned Sign" means any sign and/or supporting sign structure which remains without a message or whose display surface remains blank for a period of one (1) year or more, or any sign which pertains to a time, event or purpose which no longer applies, shall be deemed to have been abandoned. Signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandoned unless the property remains vacant for a period of one (1) year or more. Any sign remaining after demolition of a principal structure shall be deemed to be abandoned. Signs which are present because of being legally established nonconforming signs or signs which have required a conditional use permit or a variance shall also be subject to the definition of abandoned sign.

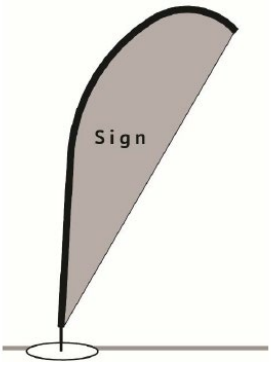
Subd. 2 "Activity" means any business or institutional, professional, or religious entity that provides products or services.

Subd. 3 "Awning or Canopy Sign" means a sign that is affixed to a roof-like cover over a door, entrance, window or outdoor service area. For the purpose of these sign regulations, an awning or canopy sign shall not be considered a projecting sign.

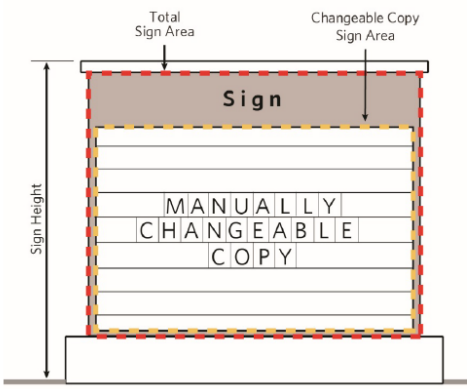
Subd. 4 "Attention Getting Devices" means a sign that directs attention to a business, product, or service using streamers, spinners, propellers, paddle wheels, or other ornamentation to move in the wind.

Subd. 5 "Balloon Sign" means a sign consisting of a bag made of lightweight material supported by helium, hot or pressurized air which is greater than twenty-four (24) inches in diameter.

Subd. 6 "Banner Flag Sign" means a sign typically made of lightweight fabric or other flexible material that is mounted to a pole and designed to move in the wind.



Subd. 6 “Changeable Copy Sign” means sign or portion thereof that has a readerboard for the display of text information, which may be changed or rearranged manually or mechanically without altering the face of the surface of the sign.



Subd. 7 “Commercial Sign” means any sign wording, logo or other representation that, directly or indirectly, names, advertises or calls attention to a business, project, service or other commercial activity.

Subd. 8 “Construction Sign” means a sign that identifies the contractor, builder, developer, architect, engineer, or similar professional responsible for completing work on the property on which the sign is placed.

Subd. 9 “Electronic Message Signs” means a sign that displays changeable message with text, or simple images using an electronic display.

Subd. 10 “Flashing Sign” means a directly or indirectly illuminated sign which exhibits changing light or color effect by any means, so as to provide intermittent illumination which includes the illusion of intermittent flashing light by means of animation. Also any mode of lighting which resembles zooming, twinkling or sparkling.

Subd. 11 “Freestanding Sign” means a monument or shingle signs affixed to the ground and not attached to any part of a building.

Subd. 12 “Governmental Signs” means a public sign designed for the control of traffic and other regulated purposes including street signs, warning signs, railroad-crossing signs, and signs of public service companies. For the purposes of these regulations, a governmental sign also includes any sign that is located off-premise and is specifically designed to provide directions to a public or semi-public building such as City Hall, the Courthouse, libraries, hospitals, and schools.

Subd. 13 “Illumination, Backlit” means a method of illumination by which the sign is illuminated from within and the light is projected back onto the support surface to cerate a halo effect around the sign copy. Such signs are fabricated from opaque materials which do not allow light to filter through the face or sides of the sign.

Subd. 14 “Illumination, External” means a sign that is affected by an artificial light source that is not contained within the sign itself.

Subd. 15 “Illumination, Internal” means illumination of a sign from a light source that is concealed or contained within the sign and becomes visible in darkness through a translucent surface.

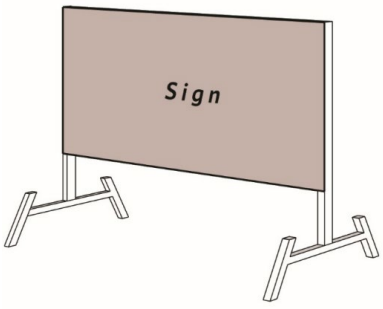
Subd. 16 “Inflatable Device” means an advertising display that consist of large balloons or similar material that can be filled with air or gas that may or may not be tethered to a specific location, and may move using a fan.

Subd. 17 “Occupant” means the owner, tenant, business or other user of all or a portion of a building.

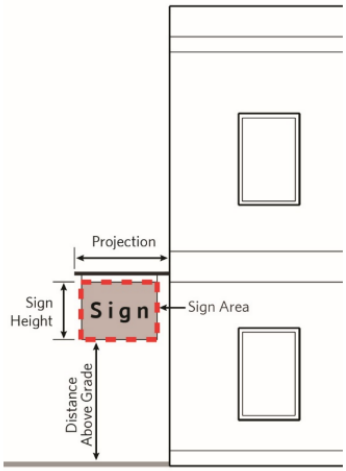
Subd. 18 “Off-premise Sign” means a sign which directs attention to a business, activity conducted, service, or product sold other than one conducted, sold, or offered upon the premises where such sign is located, or within the building to which sign is affixed. Billboard signs are one, but not the only, type of off-premise sign.

Subd. 19 “Political Sign” means any sign which includes the name or picture of an individual seeking election or appointment to public office, or pertaining to a forthcoming public election or referendum, or pertaining to or advocating political views or policies, which is erected on private property by a bonafide candidate for political office or by a person or group supporting such a candidate and which contains the name of the person or group responsible for the erection and removal of the sign.

Subd. 20 “Portable Sign” means a sign so designed as to be movable from one location to another and which is not permanently attached to the ground. Portable signs include, but not limited to signs mounted upon a trailer or other non-motorized mobile structure, which may or may not possess wheels. “Portable Signs” do not include sandwich board signs.



Subd. 21 “Projecting Sign” means a sign which is affixed to a building and which is oriented perpendicular to the building façade. For the purposes of these sign regulations, an awning or canopy sign shall not be considered a projecting sign.



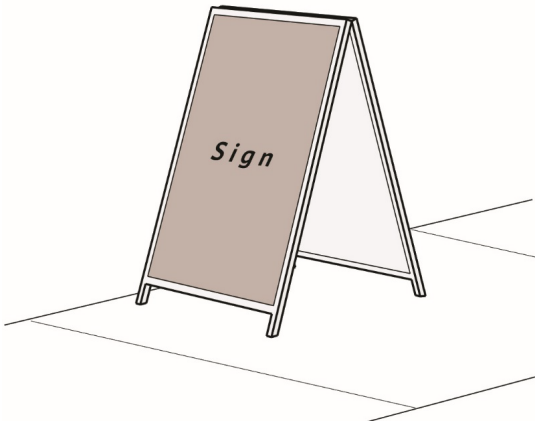
Side View

Subd. 22 “Pylon Sign” means a sign supported by a column-type structure that is set firmly in or below ground surface and finished in a material consistent with the sign.

Subd. 23 “Real Estate Sign” means a sign pertaining to the sale, lease, or rental of the real estate upon which it is located.

Subd. 24 “Roof Sign” means any sign erected and constructed wholly on and above the roof of a building, supported by the roof structure and extending vertically above the highest portion of the roof.

Subd. 25 “Sandwich board” means two boards with messages, hinged at the top and used on sidewalks or yards for advertising.



Subd. 26 “Shingle Sign” means a sign that is suspended from a horizontal arm of a freestanding pole.



Subd. 27 “Sign” means any letter, word or symbol, poster, picture, statuary, reading matter or representation in the nature of advertisement, announcement, message or visual communication, whether painted, posted, printed, affixed or constructed, including all associated brackets, braces, supports, wires and structures, which is displayed for informational or communicative purposes.

Subd. 28 “Special Event Sign” means a temporary sign that is used to advertise or promote an event of special significance in the City of Deephaven. Such special events include events of civic, philanthropic, educational, or religious organizations.

Subd. 29 “Street Address Sign” means a sign that displays the name or address of the occupant.

Subd. 30 “Street Frontage” means the proximity of a parcel of land to one or more streets. An interior lot has one street frontage and a corner lot has two or more frontages. For calculating the maximum sign display area, only one street frontage may be counted for corner lots.

Subd. 31 “Temporary Sign” means a non-permanent sign erected, affixed, or maintained on-premise for a limited period of time.

Subd. 32 “Wall Sign” means a sign attached to or erected against the wall of a building or structure with the exposed face of the sign in a plane approximately parallel to the face of the wall, and which does not project more than 12 inches from such building or structure.

Subd. 33 “Window Sign” means a sign attached to, placed upon, or painted on the interior of a window or door of a building that is intended for viewing from the exterior of such building.

SECTION TWO: Amendment. That Section 1335 be amended as follows:

1335.05 Separability. It is hereby declared to be the intention of the city that the several provisions of this Ordinance are separable in accordance with the following:

(1) If any court of competent jurisdiction shall adjudge any provision of this Ordinance to be invalid, such judgment shall not affect any other provisions of this Ordinance not specifically included in said judgment.

(2) If any court of competent jurisdiction shall adjudge invalid the application of any provision of this Ordinance to a particular property, building, or other structure, such judgment shall not affect the application of said provision to any other property, building, or structure not specifically included in said judgment.

SECTION THREE: The City Clerk is hereby directed to make the changes required by this Ordinance as part of the Official Deephaven City Code and to renumber the tables and chapters accordingly as necessary to provide the intended effect of this Ordinance. The City Clerk is further directed to make necessary corrections to any internal citations that result from said renumbering process, provided that such changes retain the purpose and intent of the Zoning Ordinance as has been adopted.

SECTION FOUR: Effective Date. This Ordinance shall be effective as of its date of publication.

Adopted by the Deephaven City Council on October 20, 2025, and published in the paper of Sun Sailor on October 30, 2025.

_____
Kent M. Carlson, Mayor

ATTEST:

_____
Dan Madsen, Clerk Administrator

Externally-Illuminated Signs	Internally-Illuminated Signs
	

Pat Smith

From: Maggie Linvill Smith <Maggie@linvill.com>
Sent: Thursday, January 29, 2026 12:06 PM
To: Pat Smith
Subject: Sign Ordinance Comments

Dear Pat,

Thank you so much for your efforts on Deephaven's new sign ordinance. As an owner of 6 buildings in downtown Deephaven, I am particularly interested in this new ordinance. I appreciate that the City of Deephaven is working to streamline the process and to ensure that the sign ordinance helps preserve the character and aesthetic of downtown Deephaven.

As you are aware, we recently did a major renovation of 4 buildings in our Deephaven Court development. All the signs are externally illuminated, including our monument sign and tenant identifying signs. The signs are of a size that is appropriate for a pedestrian-forward area and align with the overall feel and aesthetic of the area.

Signage is a critical element of the character and feel of an area and a property. The vast majority of the signs in the downtown area are externally illuminated. This is by design and choice of the owners, as it preserves the character and charm of the area.

In my opinion, internal channel lit letters or light box signage is appropriate in a heavy retail area with high traffic speeds and where retailers are competing for visual real estate. This feeling is not downtown Deephaven. Retailers in Deephaven are destination businesses. They chose Deephaven for its historical aesthetic and charm. Internal letters are not "charming". They are intended to be loud and attention grabbing vs a signage option that enhances a property without overwhelming it.

It is my strong opinion that internal letters or box light signage is not appropriate in Deephaven, as it conflicts with the overall historical feel of the area. Please do not approve internally lit signs.

Feel free to share my email. If you'd like to discuss further, I am available at your convenience.

Thank you, Maggie

Margaret Linvill Smith
President

Linvill Properties Inc.

3333 County Road 101 South
Wayzata, MN 55391

Direct: 952-767-5375
General: 952-890-5400
Facsimile: 952-890-3648
Email: maggie@linvill.com

Please note our new address above

Item 6E

STAFF REPORT
Pat Smith, Planning Director

Deephaven City Council
February 2, 2026

BACKGROUND

At the City Council/Planning Commission joint work session, one of the items that the City Council wanted the Planning Commission to discuss was the variance section of the zoning ordinance. The current ordinance, which was adopted in 2011, limits the City Council's authority over what regulations may be approved through the variance process. The City's attorney, Jay Lindgren, is recommending we amend the ordinance (memo attached).

PROPOSED CHANGES

Sections 1315.01 and 1315.02 – Updated these sections based on City Attorney's recommendation.

Section 1315.04 is proposed to be deleted as it is redundant with 1315.01.

The first sentence in 1315.06 is proposed to be moved because it's not a condition of approval but a general rule.

The City's Shoreland Ordinance requires the City to notify the DNR of any variance within the Shoreland. Staff thought that requirement should be included in the Variance section of the zoning ordinance as well (1315.07 Subd. 2).

1315.07 Subd. 5 "Notice" is proposed to be moved to the closer to the beginning of the Procedure section to create more of a timeline.

1315.07 Subd 6, Subd. 7, and Subd. 8 are recommended to be their own sections as they are not really part of the Procedure process.

Staff is recommending deleting the Hardship definition and update the Variance definition.

PLANNING COMMISSION ACTION TAKEN ON 12/16/25 (on a 6-0 vote)

Recommended the City Council adopt the proposed amendments to the Variance section of the Zoning Ordinance without amendments.

CITY COUNCIL ACTION REQUESTED

Move the City Council waive the second reading of Ordinance No. 13-XX, and adopt said ordinance with or without changes.

Attachments:

1) City Attorney's Memo
2) Draft Ordinance

DORSEY™
always ahead

MEMORANDUM

TO: Pat Smith, Planning Director
City of Deephaven

CC: Deephaven City Council

FROM: Jay R. Lindgren, City Attorney

DATE: 15 February 2023

RE: **Proposed Revisions to Variance Ordinances**

At your request, I have reviewed the proposed revisions to Section 1315 of the Zoning Code regarding variances. I support those revisions and recommend adoption. Section 1315 sets forth the powers of the City Council, sitting as the Board of Appeals and Adjustments, to grant variances, as well as the procedure for considering variance applications and the findings the Council must make in order to approve a variance. Section 1315.01 provides, in part:

> Any persons may request variances from the literal provisions of the zoning ordinance…in instances where their strict enforcement would cause a practical difficulties because of circumstances unique to the individual property under consideration.

Note that this section does not limit the type of variances that can be requested from the City.

I have previously opined that the subsequent current provisions of Section 1315.02 are somewhat confusing, in part, because they are inconsistent with the Council's authority under State law to grant variances and the broad authority contained in Section 1305.1.

Section 1315.02 currently reads as follows:

> *1315.02 Ordinance provisions to Which Variances May Be Granted. The board of appeals and adjustments may consider variances to the following types of regulations under the zoning code, shoreland management district ordinance, wetland ordinance, and other applicable zoning regulations and no others:*
>
> *1. To vary the applicable lot area, lot width, and lot depth.*
>
> *2. To vary the applicable bulk regulations, including maximum height, lot coverage, and minimum yard requirements.*
>
> *3. To vary off-street parking and off-street loading requirements.*
>
> *4. To vary the regulations relating to restoration of damaged or destroyed nonconforming structures.*
>
> *5. To interpret zoning district boundaries on official zoning maps and otherwise make interpretations of the zoning ordinance, shoreland management district ordinance, wetland ordinance and other related zoning regulations.*

This provision is admittedly confusing, in that it could be read to conflict with state law and the broader power of the City to grant variances described above.[1] Therefore, unless the Council has a differing policy perspective, I recommend modifying Section 1315 as presented to create consistency with the powers granted to the Council under State law.

[1] We researched the history of this provision, but the Council's minutes from the time do not shed light on the original intent of Section 1315.02.

City of Deephaven
Hennepin County, Minnesota

ORDINANCE NO. 13-XX

AMENDING SECTIONS 1315 AND 1345.31 OF THE DEEPHAVEN ZONING ORDINANCE, VARIANCES AND DEFINITIONS

THE CITY COUNCIL OF THE CITY OF DEEPHAVEN HEREBY ORDAINS:

SECTION ONE: Amendment. That Section 1315 be amended as follows:

1315.01 Scope. ~~This Section applies to dimensional requirements for all residential and commercial uses. This Section does not apply to, or provide for, issuance of a Conditional Use permit or allowance of a use.~~ The City Council, sitting as the board of appeals, may grant ~~Any persons may request~~ variances from the literal provisions of this Ordinance ~~the zoning ordinance, shoreland management district ordinance, wetland ordinance and other applicable zoning regulation~~ in instances where their strict enforcement would cause a practical difficulties because of circumstances unique to the individual property under consideration.

No variance may be granted that would allow any use that is not allowed in the zoning district in which the subject property is located~~.~~

~~1315.02 Ordinance provisions to Which Variances May Be Granted. The board of appeals and adjustments may consider variances to the following types of regulations under the zoning code, shoreland management district ordinance, wetland ordinance, and other applicable zoning regulations and no others:~~

~~1. To vary the applicable lot area, lot width, and lot depth.~~
~~2. To vary the applicable bulk regulations, including maximum height, lot coverage, and minimum yard requirements.~~
~~3. To vary off-street parking and off-street loading requirements.~~
~~4. To vary the regulations relating to restoration of damaged or destroyed nonconforming structures.~~
~~5. To interpret zoning district boundaries on official zoning maps and otherwise make interpretations of the zoning ordinance, shoreland management district ordinance, wetland ordinance and other related zoning regulations.~~

1315.0~~3~~2 Practical Difficulties Standard Defined. "Practical difficulties," as used in connection with the granting of a variance, means:

(a) that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;
(b) the plight of the landowner is due to circumstances unique to the property not created by the landowner;
(c) and the variance, if granted, will not alter the essential character of the locality.

Economic considerations alone do not constitute practical difficulties.

~~1315.04 Variance Standard. A variance to the requirements of the zoning code, shoreland management district ordinance, wetland ordinance, and other related zoning controls shall only be permitted when they are in harmony with the general purposes and intent of the ordinance and when the variances are consistent with the comprehensive plan. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance.~~

1315.0~~5~~3 Findings. The board, in considering all request for a variance, shall adopt findings addressing the following questions:

(a) Is the variance in harmony with the purposes and intent of the ordinance?
(b) Is the variance consistent with the comprehensive plan?
(c) Does the proposal put property to use in a reasonable manner?
(d) Are there unique circumstances to the property not created by the landowner?
(e) Will the variance, if granted, alter the essential character of the locality?

1315.0~~6~~4 Conditions. ~~No Variance may be granted that would allow any use that is not allowed in the zoning district in which the subject property is located.~~ The board may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance. Violation of such conditions shall be a violation of the zoning code and subject to the enforcement provisions thereof.

1315.0~~7~~4 Procedure.

Subd. 1. Application. Written application for a variance is to be made to the Clerk and accompanied by the filing fee in the amount stated in Section 405.05.

Applications shall describe the practical difficulties and unique circumstances claimed as a basis for the variance. In addition, the following exhibits shall be submitted if required by the Zoning Administrator:

(a) A boundary survey and/or site plan as required for building permits.

(b) Other material as may be required by the zoning administrator.

Subd. 2. Notice.

(a) The Clerk will mail notice of the variance application to all persons who own property within 350 feet of the perimeter of the parcel in question, at least ten days prior to the Planning Commission hearing. Failure of a property owner to receive notice shall not invalidate any proceedings on a variance request provided a bonafide attempt has been made to comply with the notice requirements of this ordinance.

(b) Shoreland Areas. Within all shoreland areas defined by 1350.03 Subd. 2. of this Ordinance, a copy of every variance application along with supporting materials required by 1315.7 Subd. 1, shall be submitted to the Minnesota Department of Natural Resources and also shall have received at least ten (10) days notice prior to the meeting date to consider the variance.

Subd. 3. Planning Commission Consideration and Recommendation. The Planning Commission will consider the application and hold a public hearing at their next regularly monthly meeting.

The Planning Commission will make a recommendation to the Council~~, sitting as the Board of Appeals~~, as follows:

(a) Recommend that the variance application be granted because the evidence considered at the meeting supports each of the findings required under Section 1315.03.

(b) Recommend that the variance application be denied because the applicant did not present sufficient evidence for the Planning Commission to make all the findings required under Section 1315.03.

Subd. 4. Council Consideration. After the minutes of the Planning Commission meeting have been forwarded to the Council, the Council will consider the application at its next regular monthly meeting and at following regular or special meetings if further consideration is necessary.

Subject to limitations of Minn. Stats. § 15.99, if, upon receiving said reports and recommendations of the Planning Commission and city staff, the Council finds that the proposed plans have been substantially changed, the Council may, before taking final action, refer the matter back to the Planning Commission for further consideration. The Council shall provide the Planning Commission with a written record detailing the specific reasons for referral.

Within 60 days of the date of application, the Council will by motion grant or deny the application according to the provisions of Section 1315.03 and will make a record in the minutes stating its conclusions with respect to each of the findings required under Section 1315.05.

Subd. 5. Required Vote. No variance shall be granted by the board except upon an affirmative majority vote of the board of appeals.

~~Subd. 5. Notice. The Clerk will mail notice of the variance application to all persons who own property within 350 feet of the perimeter of the parcel in question, at least ten days prior to the Planning Commission hearing. Failure of a property owner to receive notice shall not invalidate any proceedings on a variance request provided a bonafide attempt has been made to comply with the notice requirements of this ordinance.~~

Subd. 6. Reconsideration. Whenever an application for a variance has been considered and denied, a similar application for a variance affecting the same property by the applicant, their successors or assigns, shall not be considered a second time by the Planning Commission or the City Council, acting as the Board of Adjustments and Appeals, for at least six (6) months from the date of its denial; unless the Board of Adjustment and Appeals vote for reconsideration of the matter upon a vote of not less than four-fifths of the entire Board of Adjustments and Appeals.

Subd. 7. Recovery of Legal and Administrative Costs. In addition to the initial application fee as may be established from time to time by the city council, the applicant in making any application for variance agrees to pay all legal fees, engineering fees, consultant fees, and other administrative costs the city may incur in conjunction with the processing of the variance application. No building permit shall be issued on a granted variance until such costs have been paid in full.

Subd. 8. Expiration. If a variance is granted for a property and the construction of the structure for which it was granted is not commenced within one year after the date of the Council

Resolution approving the variance, the variance will expire and be of no further force or effect.

SECTION TWO: Amendment. That Section 1345 be amended as follows:

~~1345.31 "Hardship" means the same as that term is defined in Minnesota Statutes, Chapter 394 (for Counties) or Chapter 462 (for municipalities)~~

1345.75 "Variance" means any modification or variation from the literal requirements of this ordinance as specified in Section 1315 of this ordinance. ~~official controls where it is determined that because of hardship, strict enforcement of official controls is impractical.~~

SECTION THREE: Effective Date. This Ordinance shall be effective as of its date of publication.

Adopted by the Deephaven City Council on February 2, 2025, and published in the paper of Sun Sailor on February 12, 2025.

_____
Kent M. Carlson, Mayor

ATTEST:

_____
Dan Madsen, City Administrator

DEEPHAVEN CITY COUNCIL MEETING MEMORANDUM

20225 COTTAGEWOOD ROAD, DEEPHAVEN, MN 55331

City Council Meeting
New Business
Monday, February 2, 2026
Deephaven Parking Stickers

The City of Deephaven issues parking stickers to our residents on an annual basis pursuant to City Code Chapter 450. These parking stickers are designed over the winter months and are typically sent to print sometime in February or early March each year. Once printed and received, these stickers are sent to everyone in our community and are available for sale in City Hall in advance of the summer beach and boat landings season.

Deephaven parking stickers have become more than a means of regulating parking in our community. Many residents comment on the design of our parking stickers, while others take pride in displaying them on their vehicles as a sign or symbol of their connection to our community. Due to the annual design changes and prominent sticker placement location on vehicles, people or vehicles with ties to Deephaven are quickly recognizable or identifiable. This has helped instill a sense of belonging or pride in our community.

Last year, the Parking Stickers had a predominantly orange gradient background featuring the Deephaven Sailboat logo in gradient blue. This year, being the Semiquincentennial Celebration of the United States, Staff thought we may want to feature a fireworks motif. Based upon your feedback and the feedback of City Staff, we share with you these nine potential parking stickers available for 2026. Two of these designs feature the Constitution as a backdrop, with an American Flag-colored Deepaven Sailboat logo. Two of these designs feature the Deephaven Sailboat logo in red, white and blue. The rest all depict different colors and patterns of fireworks as a backdrop with a silhouette Deephaven Sailboat logo in the forefront.

The feedback received form the initial round of drafts identified the interest in having fireworks incorporated into the sticker, use of the “America 250” official logo, and the name “Deephaven” being displayed prominently on the sticker. The other variables shown involve different patterns and colors of fireworks as the background.

Members of Staff and the Council can discuss these logos and hone in on what elements we like, and what we don’t like, for the 2026 Parking Sticker. If one of these drafts is not preferred, Staff can take the feedback received at the meeting and pull together additional drafts to be reviewed at a later date. Thank you, and as always, please feel free to email or call with any questions, comments or concerns or requests for additional information you may have prior to the meeting.

Dan Madsen
City Administrator, Special Counsel
Deephaven, Minnesota

Draft 1



Draft 2



Draft 3



Draft 4



Draft 5



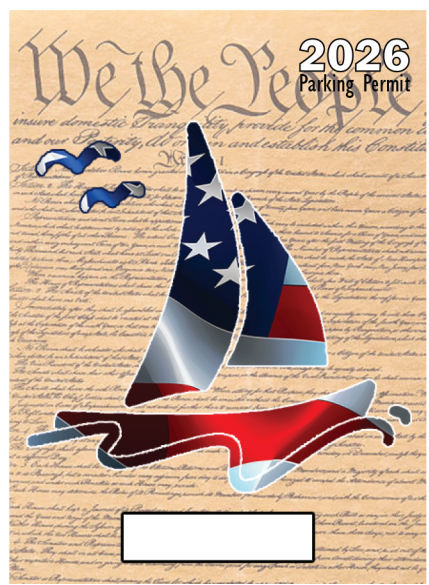
Draft 6



Draft 7



Draft 8



Draft 9



ITEM 10A

Deephaven Police Department

CORY JOHNSON
CHIEF OF POLICE

20225 Cottagewood Road
Deephaven, MN 55331

Email – coryj@deephavenpolice.com

February 2, 2026

To: Honorable Mayor Kent Carlson
Deephaven City Council

Cc: Dan Madsen, City Administrator / Special Counsel

From: Cory Johnson, Chief of Police

Re: Monthly Police Activity Report for January 2026

January 2026:	December 2025:
117 Traffic Stops	167 Traffic Stops
75 Radio Calls	85 Radio Calls
36 Speeding	51 Speeding
0 Driving after Suspension	1 Driving after Suspension
1 Driving after Revocation	1 Driving after Revocation
15 Citations	20 Citations
100 Verbal Warnings	144 Verbal Warnings
0 Written Warnings	0 Written Warnings
0 DWI's	1 DWI
11 Medical Calls	18 Medical Calls
14 Assists to other Agencies	17 Assists to other Agencies
(9 SLMPD)	(8 SLMPD)
(3 MTKA)	(7 MTKA)
(2 WAYZATA)	(2 WAYZATA)
4 Assist to Deephaven	2 Assists to Deephaven
(4 SLMPD)	(2 SLMPD)
2 Accidents	3 Accidents

3 Permits to acquire handgun 0 Permits to acquire handgun

11 Alarms 13 Alarms

The following statistics are Part 1 and Part 2 crimes reported for the month of January 2026:

INCIDENT	DATE	DETAILS:
Traffic Stop - Underage Drink and Drive - Impound	2026-01-01	Officer observed right brake light out. Traffic Stop conducted. Observed indicators of impairment on driver. Driver performed SFST'S with a result of 0.072 BAC on PBT. Driver did not have anyone who could come pick up vehicle. During inventory for tow, Officer located a plastic flask in the driver's door. The flask contained a measurable amount of alcoholic beverage. Citation issued to driver.
Theft by Swindle - Fraud	2026-01-16	Officer received a phone call in regards to Fraud. RP stated that he was scammed out of $25,000 dollars. Caller sent Cash via Fed Ex to Florida. Investigation continues.

	Accident	Date	Details
	PI Accident	2026-01-02	An officer was dispatched to a three-car accident at the intersection of Minnetonka Boulevard and Maplewood Road after a truck rear-ended another vehicle pushing it into a third vehicle. An accident exchange form was given to all drivers, and a state accident report was submitted. The mother of a juvenile driver parked the disabled vehicle in the lot and then self-transported the driver to the hospital to get checked for a concussion.
	PD Accident	2026-01-17	Officer received a complaint about a tow truck blocking Cottagewood Road by Dyer Lane. The officer learned that a vehicle had struck the tow winch cable of the tow truck as it was in the roadway with its emergency lights on. The officer learned the RP of the traffic complaint was the driver of the vehicle who hit the tow winch cable. The RP did not stay on scene, but did meet with the officer at the Deephaven Police Department. Both drivers provided pictures taken by them at the scene.