



Agenda
Minnetonka City Council
Regular Meeting
Monday, Feb. 27, 2023
6:30 p.m.
Council Chambers

1. Call to Order
2. Pledge of Allegiance
3. Roll Call: Kirk-Schack-Wilburn-Calvert-Schaeppi-Coakley-Wiersum
4. Approval of Agenda
5. Approval of Minutes:
 - A. Feb. 6, 2023 study session minutes
 - B. Feb. 13, 2023 regular meeting minutes
6. Special Matters: None.
7. Reports from City Manager & Council Members
8. Citizens Wishing to Discuss Matters Not on the Agenda
9. Bids and Purchases: None.
10. Consent Agenda - Items Requiring a Majority Vote:
 - A. Housekeeping ordinance amending various sections of Chapter 3, Zoning Regulations, of the Minnetonka City Code

Recommendation: Adopt the ordinance (4 votes)
 - B. Conditional use permit for a 2,100 square-foot accessory structure at 14730 Stone Road

Recommendation: Adopt the resolution (4 votes)
 - C. Resolution amending the 2023 meeting schedule for the Minnetonka City Council

Recommendation: Adopt the resolution (4 votes)
11. Consent Agenda - Items Requiring Five Votes:
 - A. Resolution amending the 2023 budget

Recommendation: Adopt the resolution (5 votes)

12. Introduction of Ordinances: None.

13. Public Hearings:

A. 2023-2024 Community Development Block Grant (CDBG) Funds – Urban
Hennepin County Allocation

Recommendation: Adopt the resolution (4 votes)

14. Other Business:

A. Agreement with Hennepin County to participate in the Elevate Hennepin program

Recommendation: Approve the agreement (4 votes)

15. Appointments and Reappointments: None.

16. Adjournment

**Minutes
City of Minnetonka
City Council Study Session
Monday, Feb. 06, 2023**

Council Present: Deb Calvert, Kissy Coakley, Brian Kirk, Bradley Schaeppi, Kimberly Wilburn and Brad Wiersum

Staff: Moranda Dammann, Mike Funk, Julie Wischnack, Jason Tait, Scott Boerboom, and Corrine Heine

1. Call to Order

Mayor Wiersum called the meeting to order at 6:31 p.m.

2. Introductions/Roll Call

The city staff and councilmembers introduced themselves. Mayor Wiersum attended the meeting virtually. Councilmember Shack was excused from the meeting.

3. Housing updates (pathways and homeownership)

Community Development Director Julie Wischnack and Captain Jason Tait introduced the topic.

The housing brief provided updates on local and regional housing priorities and staffs efforts to continue supporting and expanding housing choices. The first update was the Minnetonka Homeless response.

Councilmembers asked questions and provided feedback.

Wischnack then discussed Pathways to Homeownership and Minnetonka Down Payment Assistance Programs.

4. 2023 community survey review

Assistant City Manager Moranda Dammann introduced the topic.

Dammann reviewed the 2023 survey and asked council to provide any further additions they would like incorporated into the annual community survey. She stated they were instructed to get the survey in the 150-question range.

Councilmembers discussed the survey and provided feedback.

5. March study session- topics and dates

Funk summarized the upcoming city council study session agenda items and study session schedule.

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Councilmembers asked questions and provided feedback.

6 Summary of city manager performance review

Council meet Jan. 30, in a closed session to review City Manager Mike Funk's performance. The council reported that his performance was satisfactory.

Funk thanked council and staff.

7. Adjournment

Wiersum adjourned the meeting at 8:31 p.m.

Respectfully submitted,

Becky Koosman

City Clerk

**Minutes
Minnetonka City Council
Monday, February 13, 2023**

1. Call to Order

Mayor Brad Wiersum called the meeting to order at 6:31 p.m.

2. Pledge of Allegiance

All joined in the Pledge of Allegiance.

3. Roll Call

Council Members, Kissy Coakley, Brian Kirk, Rebecca Schack, Kimberly Wilburn, Deb Calvert, Bradley Schaeppi, and Brad Wiersum were present.

4. Approval of Agenda

Calvert moved, Kirk seconded a motion to accept the agenda as amended adding Item 10.C. All voted “yes.” Motion carried.

5. Approval of Minutes:

A. January 13, 2023 special study session minutes

Calvert moved, Kirk seconded a motion to approve the minutes. Coakley, Kirk, Schack, Wilburn, Calvert, Schaeppi voted “yes.” Wiersum “abstained”. Motion carried.

B. January 23, 2023 study session minutes

Calvert moved, Kirk seconded a motion to approve the minutes. Coakley, Kirk, Schack, Wilburn, Calvert, Schaeppi voted “yes.” Wiersum “abstained”. Motion carried.

C. January 30, 2023 regular meeting minutes

Calvert moved, Kirk seconded a motion to approve the minutes. All voted “yes.” Motion carried.

6. Special Matters: None.

7. Reports from City Manager & Council Members

City Manager Mike Funk reported on upcoming city events and council meetings.

Calvert explained she attended Kids Fest and she was pleased by the tremendous attendance. She thanked the city's recreation staff for their efforts on this event.

Calvert reported the mayor, city manager, police chief and herself held a meeting with the faith community several weeks ago. She indicated this group had not met in a while and was able to speak about events occurring in the community.

Wiersum stated February was Black History Month and he appreciated the informational posters that had been posted at city hall.

Wiersum noted he attended the regional meeting of mayors today where the group heard from a panel of female mayors on the topic of equity.

8. Citizens Wishing to Discuss Matters not on the Agenda: None.

9. Bids and Purchases:

A. Bids for the Water Treatment Plant #15 Chemical Room Improvements Project

Public Works Director Will Manchester gave the staff report.

Coakley requested further information on how this water treatment plant is used to benefit the residents of Minnetonka. Manchester explained this water treatment plant treats the city's drinking water. He reported the city can pump water out of the ground faster than it can be treated, and this plant was providing the city with more treatment capacity.

Schack moved, Coakley seconded a motion to award the contract. All voted "yes." Motion carried.

10. Consent Agenda – Items Requiring a Majority Vote:

Coakley requested Item 10.B be pulled from the consent agenda for further discussion.

A. Resolution amending Council Policy 1.3

Wilburn moved, Calvert seconded a motion to adopt Resolution 2023-011. All voted "yes." Motion carried.

B. Resolution authorizing the expenditure of fiscal year 2022 and 2023 opioid settlement funds

This item was removed from the consent agenda for further discussion.

C. Approving the Collective Bargaining Agreement between the city of Minnetonka and Law Enforcement Labor Services (LELS) #442

Wilburn moved, Calvert seconded a motion to approve the Collective Bargaining Agreement between the City of Minnetonka and Law Enforcement Labor Services (LELS) #442. All voted "yes." Motion carried.

B. Resolution authorizing the expenditure of fiscal year 2022 and 2023 opioid settlement funds

Coakley explained she spoke with staff regarding how the funding would be utilized by the city. She suggested the city also consider making an investment in social services. City Manager Mike Funk reported the state of Minnesota was part of the national opioid lawsuit against the pharmaceutical companies. As a result of this lawsuit, \$300 million was being awarded to the state of Minnesota. He stated 75% of these funds were being retained by the state and counties and 25% would be awarded to cities. He estimated the city would be receiving \$425,000, spread over the next 18 years. He indicated these funds would have to be spent for a specific and dedicated purpose. He commented further on how staff has been working to find the best ways to repurpose these funds on behalf of the community. He noted \$25,000 of the funding would be used for a social worker.

Police Chief Scott Boerboom reported the settlement funds can be used for treatment, prevention and other equipment. He described how staff evaluated its current programming to see how these funds could be utilized to assist with meeting these requirements. He commented on the equipment that would be purchased to assist officers with detecting and handling fentanyl drugs.

Coakley thanked Police Chief Boerboom for the additional information.

Schack commented on how challenging the times were for social workers and noted she was supportive of the city meeting the needs of its social workers.

Wiersum reported this settlement was significant. He stated it was his understanding there were other opioid producers and future settlements may be possible. Funk explained in the last week and a half he has learned there were other companies that may be included in future lawsuits and settlements.

Coakley moved, Calvert seconded a motion to adopt Resolution 2023-012. All voted "yes." Motion carried.

11. **Consent Agenda – Items requiring Five Votes: None.**
12. **Introduction of Ordinances: None.**

13. Public Hearings:**A. On-sale intoxicating and Sunday on-sale intoxicating liquor licenses for MN Opus Operating VII LLC, dba Minneapolis Marriott Southwest, located at 5801 Opus Parkway**

Community Development Director Julie Wischnack gave the staff report.

Wiersum opened the public hearing.

Megan Kunze, attorney representing MN Opus Operating VII LLC, thanked the council for considering this request. She explained the reason this item was before the council was because there was a change of ownership. She clarified that the management of the hotel and the services at the hotel would remain the same.

Wilburn moved, Calvert seconded a motion to continue the public hearing to March 27, 2023, for final consideration. All voted "yes." Motion carried.

14. Other Business:**A. 2023 budget revision - The Marsh**

Kirk recused himself from this item noting he works for the YMCA.

City Manager Mike Funk and Recreation Services Director Kelly O'Dea gave the staff report.

Wiersum discussed how the future uses for The Marsh were still unknown and asked if any future uses had been taken off the table. Funk stated everything was on the table at this time. He reported staff was meeting with perspective interested parties at this time and has been receiving countless phone calls about businesses interested in becoming a part of The Marsh facility. He commented further on how the City of Minnetonka was known for its wellness and how he believed, The Marsh would be a community asset long term.

Schack explained he was caught off guard hearing about The Marsh reopening on social media. She asked if there was a way to keep the council up to speed on this project. Funk stated the intent with staff's messaging was to be proactive and to inform the public. He reported Mr. O'Dea would be coming back to the March study session to provide the council with additional information on The Marsh.

Calvert stated this potential purchase has generated a great deal of interest from the public. She understood there were residents on both sides of this issue and

explained the council understood this purchase was not risk free. She believed even with potential operational losses, this property would be a benefit to the community. She looked forward to learning more from the work the consultants would do and hearing from the community further.

Schaeppi stated he believed this was a fantastic site that had a lot of opportunity. He understood the community was excited about this properties potential and he appreciated all of staffs efforts. He explained he generally supported the idea of trusting staff in this process. However, the purchase of this property involved millions and millions of dollars. He commented further on his 20 years of experience in real estate transactions. While he appreciated all of the interest in this purchase, he believed the council had to consider the right approach. He was of the opinion that one table of information was not adequate given the fact the city council was being asked to spend millions of dollars. He supported the city having a healthier process when considering this purchase. He discussed the options before the council and what impact each option would have on the community. He stated he wanted this property to have a positive impact on Minnetonka. He explained he would be voting against this motion because he believed there was an opportunity for a better process. He supported the city putting this purchase on pause in order to assist with addressing the \$1 million operating loss. He indicated he could support studies for this property. He indicated his position on this purchase was grounded in the fact the council has full authority of the city's financial affairs and must use sound discretion in exercising this authority. He questioned if the council was using sound discretion when it comes to this purchase.

Schack reported the council spoke about spending this money and noted she did not taken the purchase lightly. She discussed the cost to carry this property. She indicated she agreed with much of what Councilmember Schaeppi stated. She explained she had hoped the council would have more information on what The Marsh looks like before it reopens. She indicated she did not have a problem approving the budget, but felt uneasy with a five page packet with no supporting information about estimated revenues. She questioned what this information was based on. She commented she was not trying to be critical, but she felt it was irresponsible to move this forward without further information. She stated she did not want to see the city opening The Marsh in only to have it closed again. She questioned if the city should wait on the reopening until further information was available. She stated when it comes to the budget, she could support moving that forward.

Coakley explained she appreciated Councilmember Schaeppi's comments. She indicated she understood what was being approved at this time and she trusted staff to do their due diligence. While she understood there may be an up front loss, she believed staff would keep this project moving in the right direction.

Wilburn requested staff provide the council with further information on the numbers at the next study session meeting.

Calvert indicated the council spoke briefly about a fee structure for The Marsh. She explained she would like the council to discuss this topic further at a future study session meeting. She stated she has heard the concerns of her fellow councilmembers. She noted the purposes of this vote was to develop a budget and indicated staff was continuing to work on the plans for The Marsh.

Wiersum thanked the council for their comments. He reported the council does have a responsibility to the taxpayers which meant the council had to move forward appropriately and carefully. He discussed how nothing had been taken off the table. He commented on how the city was in unchartered waters because this process was moving along quickly. He explained this was leading the council to require additional information and analysis when considering what decisions should be made. He referred to The Marsh as a "leaky bucket" noting the property would cost the city money going forward. He indicated he would be supporting the proposed budget for 2023 and asked that staff provide the council with further information on the numbers.

Funk stated he appreciated all of the comments from the council. He explained the council was being asked to make tough decisions and noted staff has been working diligently to create a high level budget. He reported this budget was presented to the council in order to assist with a partial opening of The Marsh. He indicated staff would continue to work on the numbers and the proposed fee structure.

Calvert moved, Coakley seconded a motion to adopt Resolution 2023-013. Coakley, Schack, Wilburn, Calvert and Wiersum voted "yes." Schaeppi voted "no". Motion carried.

15. Appointments and Reappointments: None.

16. Adjournment

Calvert moved, Schack seconded a motion to adjourn the meeting at 8:01 p.m. All voted "yes." Motion carried.

Respectfully submitted,

Becky Koosman
City Clerk



**City Council Agenda Item 10A
Meeting of Feb. 27, 2023**

Title: Housekeeping ordinance amending various sections of Chapter 3, Zoning Regulations, of the Minnetonka City Code

Report From: Bria Raines, Planner

Submitted through: Mike Funk, City Manager
Julie Wischnack, AICP, Community Development Director

Action Requested: Motion Informational Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Other N/A
Votes needed: 4 votes 5 votes N/A Other

Summary Statement

Staff is proposing housekeeping amendments to the zoning ordinance. The housekeeping ordinance is intended to reflect historical city practice and provide more precise direction to staff, property owners, and developers. The zoning ordinance amendment addresses inconsistencies discovered during recent zoning inquiries and land use applications.

Recommended Action

Adopt the ordinance.

Strategic Profile Relatability

Financial Strength & Operational Excellence Safe & Healthy Community
 Sustainability & Natural Resources Livable & Well-Planned Development
 Infrastructure & Asset Management Community Inclusiveness
 N/A

Statement: N/A

Financial Consideration

Is there a financial consideration? No Yes
Financing sources: Budgeted Budget Modification New Revenue Source
 Use of Reserves Other

Statement: N/A

Background

The housekeeping ordinance contains four types of updates:

- **Deletions.** There are several provisions of the zoning code that are no longer valid or that will no longer be valid upon the adoption of a new parking ordinance. The housekeeping ordinance deletes these. Examples include:

- ✓ Existing sections of the code require an applicant to provide a “list of the names and addresses of the owners of all properties situated wholly or partially within 400 feet of the property as such appear on the certified records of the Hennepin county auditor.” As the city compiles these lists and has done so for many years, these sections are deleted.
- ✓ Definitions that are no longer necessary are deleted. For instance, the existing code includes four different definitions for shopping centers; these were necessary given the varying parking requirements in the existing parking ordinance. Under the proposed parking ordinance, this distinction would no longer be needed.
- ✓ Non-neutral language is deleted and replaced: (1) the terms single-family and multi-family are deleted and replaced by single-household and multi-household; and (2) height exemptions for church spires, church belfries and church domes are replaced by exemptions for architectural components generally associated with educational or religious facilities.
- ✓ The existing ordinance includes parking requirements outside the actual parking ordinance chapter. These are deleted.
- **Additions.** The ordinance adds:
 - ✓ Differentiation for daycares located in religious facilities. Those occupying up to 20% of the floor area of the facility would be considered accessory uses, while larger daycares would require conditional use permits.
 - ✓ Dimensional requirements for wall signs inadvertently deleted from the most recently adopted sign ordinance are added back into the ordinance.
- **Clarifications.** There are several provisions of the zoning code that are clarified:
 - ✓ Expansion permits and sign plan review/approval are specifically called out under planning commission power and duties.
 - ✓ Certain architectural features are exempted from property line setback requirements under the existing ordinance. The proposed ordinance amendment clarifies that these items are not exempted from natural resources protection regulations.
 - ✓ The amendment adds a provision specifically noting that conditionally-permitted drive-up facilities must be associated with a principal use of the property. In other words, drive-up ATMs or similar equipment must be associated with a building tenant. They cannot represent a completely standalone use.
- **Cross-references.** To ensure ordinance readers are aware of natural resource protection standards, the housekeeping ordinance includes cross-references to these standards in all zoning districts.

The housekeeping ordinance was introduced on Nov. 28, 2022. The planning commission discussed the draft ordinance on Dec. 1, 2022. On a 6-0 vote, the commission recommended the city council adopt the ordinance.

MINNETONKA PLANNING COMMISSION
Dec. 1, 2022

Brief Description Housekeeping ordinance amending various sections of Chapter 3, Zoning Regulations, of the Minnetonka City Code.

Recommendation Recommend the city council adopt the ordinance.

A variety of zoning ordinance provisions have been identified that are in need of updates. These provisions were recognized during staff review of planning applications or through the questions of property owners, business owners, and developers. Staff has prepared a “housekeeping” ordinance to address these items. The ordinance contains four types of updates:

- **Deletions.** There are several provisions of the zoning code that are no longer valid or that will no longer be valid upon the adoption of a new parking ordinance. The housekeeping ordinance deletes these. Examples include:
 - ✓ Existing sections of the code require an applicant to provide a “list of the names and addresses of the owners of all properties situated wholly or partially within 400 feet of the property as such appear on the certified records of the Hennepin county auditor.” As the city compiles these lists and has done so for many years, these sections are deleted.
 - ✓ Definitions that are no longer necessary are deleted. For instance, the existing code includes four different definitions for shopping centers; these were necessary given the varying parking requirements in the existing parking ordinance. Under the proposed parking ordinance, this distinction would no longer be needed.
 - ✓ Non-neutral language is deleted and replaced: (1) the terms single-family and multi-family are deleted and replaced by single-household and multi-household; and (2) height exemptions for church spires, church belfries and church domes are replaced by exemptions for architectural components generally associated with educational or religious facilities.
 - ✓ The existing ordinance includes parking requirements outside the actual parking ordinance chapter. These are deleted.
- **Additions.** The ordinance adds:
 - ✓ Differentiation for daycares located in religious facilities. Those occupying up to 20% of the floor area of the facility would be considered accessory uses, while larger daycares would require conditional use permits.
 - ✓ Dimensional requirements for wall signs inadvertently deleted from the most recently adopted sign ordinance are added back into the ordinance.
- **Clarifications.** There are several provisions of the zoning code that are clarified:

- ✓ Expansion permits and sign plan review/approval are specifically called out under planning commission power and duties.
- ✓ Certain architectural features are exempted from property line setback requirements under the existing ordinance. The proposed ordinance amendment clarifies that these items are not exempted from natural resources protection regulations.
- ✓ The amendment adds a provision specifically noting that conditionally-permitted drive-up facilities must be associated with a principal use of the property. In other words, drive-up ATMs or similar equipment must be associated with a building tenant. They cannot represent a completely standalone use.
- **Cross-references.** To ensure ordinance readers are aware of natural resource protection standards, the housekeeping ordinance includes cross-references to these standards in all zoning districts.

A chart outlining the updates is attached. As some of the proposed updates reference the new parking ordinance, final city council action on the housekeeping ordinance would only be scheduled once the parking ordinance has been reviewed and approved in some form.

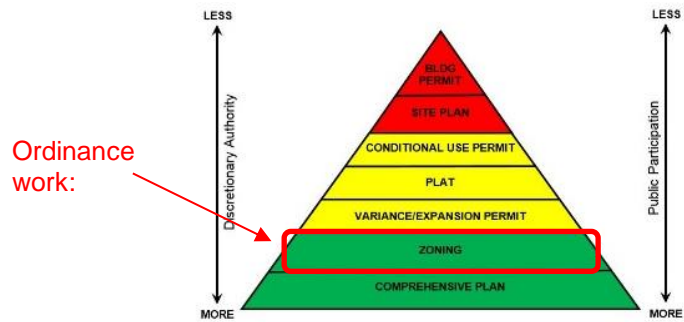
Staff Recommendation

Review and provide feedback to the housekeeping ordinance amending various sections of Chapter 3, Zoning Regulations, of the Minnetonka City Code

Originators: Susan Thomas, AICP, Assistant City Planner
Through: Loren Gordon, AICP, City Planner

Supporting Information

Pyramid of Discretion



Deadline for Action

N/A. There is no deadline for action on an ordinance amendment proposed by the city.

- He likes the layout of the site plan. It would not be quite as good if the building would be turned 90 degrees.
- He would like the above-ground parking removed or reduced as much as possible.
- Twenty units would have a pretty good mass and fit into the neighborhood.
- He likes the trail connections idea. Dog paths are fine.
- He suggested showcasing more of the woods and wetland.
- He appreciates the affordable housing requirement being met.
- He encouraged as much screening be done as possible on the Co. Rd. 101 side and on the south side between the single-family houses.
- He encouraged the developer to continue working on the proposal.

Chair Sewall stated that:

- He would not support a rezoning of the site to a PUD since there would be no public good above meeting the city's affordable housing requirement.
- He thought a traffic study would be needed because of the location that already has a high-level of traffic, not because the proposal would create enough traffic to trigger the need for a traffic study.
- The parking lot seems big for 20 units. He did not think the need for external parking would be that great.
- He likes the building location parallel to Co. Rd. 101, but could go either way with keeping it there or moving it closer to the wetland and locating the parking lot along the road.
- He likes the proposed street access. Shrubs and tree should be utilized to screen headlights.
- He likes the building style.
- Three houses sharing one driveway would not work. A street would need to be created to service the houses.
- He likes the houses providing a buffer to properties on the south.

Chair Sewall thanked the residents for sharing their thoughts. This item is scheduled to be reviewed by the city council at its meeting on Dec. 19, 2022.

9. Other Business

A. Housekeeping Ordinance 2022

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

Thomas reported. She recommended approval of the application based on the findings listed in the staff report.

The public hearing was opened. No testimony was submitted and the hearing was closed.

Powers moved, second by Maxwell, to review and provide feedback to the housekeeping ordinance amending various sections of Chapter 3, Zoning Regulations, of the Minnetonka City Code.

Banks, Hanson, Henry, Maxwell, Powers and Sewall voted yes. Waterman was absent. Motion carried.

10. Adjournment

Banks moved, second by Henry, to adjourn the meeting at 9:45 p.m. Motion carried unanimously.

By: _____
Lois T. Mason
Planning Secretary

Housekeeping Ordinance Section	Type of Update
Section 1	Removing list of names from CUP application requirement (Section 300.06)
Section 2	Removing list of names from variance application requirement (Section 300.07)
Section 3	Removing list of names from rezoning application requirement (Section 300.09)
Section 4	Removing list of names from SBP application requirement (Section 300.27)
Section 5	Clarifying planning commission powers and duties (Section 300.04)
Section 6	Removing, updating, clarifying, adding definitions (Section 300.02)
Section 7	Removing parking requirement from R-1, cross-reference new parking ordinance (Section 300.10)
Section 8	Removing parking requirement from R-2, cross-reference new parking ordinance (Section 300.11)
Section 9	Removing parking requirement from general residential section, cross-reference new parking ordinance (Section 300.15)
Section 10	Cross-reference setbacks from natural resources in R-1 (Section 300.10)
Section 11	Cross-reference setbacks from natural resources in R-2(Section 300.11)
Section 12	Cross-reference setbacks from natural resources in R-3 (Section 300.12)
Section 13	Cross-reference setback from natural resources in R-4 (Section 300.13)
Section 14	Clarify that general residential allowances do not exempt features from natural resources regulations (Section 300.15)
Section 15	Cross-reference setbacks from natural resources in R-5 (Section 300.14)
Section 16	Cross-reference setbacks from natural resources in B-1(Section 300.17)
Section 17	Cross-reference setbacks from natural resources in B-2 (Section300.18)
Section 18	Cross-reference setbacks from natural resources in B-3 (Section 300.19)
Section 19	Cross-reference setbacks from natural resources in I-1 (Section 300.20)
Section 20	Cross-reference setbacks from natural resources in R-1A (Section 300.37)
Section 21	Cross-reference setbacks from natural resources in sign ordinance (Section 325.05)
Section 22	Clarify wetland buffer information (Section 300.23)
Section 23	Clarifying B-1 drive-up must be associated with a permitted use. (Section 300.21)
Section 24	Clarifying B-2 drive-up must be associated with a permitted use. (Section 300.21)
Section 25	Clarifying B-3 drive-up must be associated with a permitted use. (Section 300.21)
Section 26	Clarifying PID drive-up must be associated with a permitted use. (Section 300.31)
Section 27	Adding "large" daycares as CUP uses in religious facilities (Section 300.10)
Section 28	Adding "small" daycares as accessory uses in religious facilities (Section 300.10)
Section 29	Neutral language for height limit exceptions (Section 00.15)
Section 30	Clarify small cell in ROW, non-residential areas (Section 310.03)
Section 31	Add back wall sign dimensional requirement, inadvertently deleted (Section 325.06)

Ordinance No. 2023-

**An ordinance amending various sections of Chapter 3, Zoning Regulations,
of the Minnetonka City Code**

The City Of Minnetonka Ordains:

Section 1. Section 300.06, Subd. 2 of the Minnetonka City Code, regarding conditional use permits applications, is amended by deleting the following and renumbering subsequent paragraphs accordingly:

~~b) — a list of the names and addresses of the owners of all properties situated wholly or partially within 400 feet of the property as such appear on the certified records of the Hennepin county auditor;~~

Section 2. Section 300.07, Subd.2 of the Minnetonka City Code, regarding variance applications, is amended by deleting the following and renumbering subsequent paragraphs accordingly:

~~b) — a list of the names and addresses of the owners of all properties situated wholly or partially within 400 feet of the property as such appear on the certified records of the Hennepin county auditor;~~

Section 3. Section 300.09, Subd.4 of the Minnetonka City Code, regarding zoning map amendment applications, is amended by deleting the following and renumbering subsequent paragraphs accordingly:

~~b) — a list of the names and addresses of the owners of all properties situated wholly or partially within 400 feet of the property as such appear on the certified records of the Hennepin county auditor;~~

Section 4. Section 300.27, Subd.4 of the Minnetonka City Code, regarding site and building plan applications, is amended by deleting the following and renumbering subsequent paragraphs accordingly:

~~b) — a list of the names and addresses of the owners of all properties situated wholly or partially within 400 feet of the property as such appear on the certified records of the Hennepin county auditor;~~

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

Section 5. Section 300.04, Subd. 2 of the Minnetonka City Code, regarding planning commission powers and duties, is amended as follows:

- b) to hear ~~requests~~ applications for variances, expansion permits, and sign plan requests ~~from the literal provisions of this ordinance in instances where their strict enforcement would cause undue hardship because of circumstances unique to the individual property under consideration,~~ and to grant such ~~variances~~ requests only when it is demonstrated that ~~such actions will be in keeping with the spirit and intent of~~ the application meets the requirements of this ordinance.

Section 6. Section 300.02 of the Minnetonka City Code, regarding definitions, is amended by amending subdivisions 30 and 116 to read as shown below, by repealing sections 34, 35, 36, 37, 38, 39, 43, 122, 123 and 124, and by adding two new definitions as shown below and by alphabetizing and renumbering subdivisions accordingly:

30. "Density" - the number of dwelling units per acre of land, excluding existing or proposed rights-of-way intended to be used for location of streets and areas zoned as wetland, floodplain, or below the ordinary high water level of a public water, as regulated by the comprehensive plan.
- ~~34. "Dwelling, attached" - a dwelling attached to one or more dwellings by common walls or floors.~~
- ~~35. "Dwelling, detached" - a dwelling that is not attached to any other dwelling.~~
- ~~36. "Dwelling, single-family" - a building designed or intended for occupancy by one family.~~
- ~~37. "Dwelling, two-family" - a building designed with two separate dwelling units intended for occupancy by two families. A principal dwelling unit that contains an accessory apartment is not considered a two-family dwelling.~~
- ~~38. "Dwelling, multiple-family" - a building designed with three or more dwelling units intended for occupancy by three or more families.~~
- ~~39. "Dwelling unit" - one or more rooms with facilities for sleeping, cooking, and sanitation designed or intended for residential occupancy.~~
- ~~43. "Family" - any number of individuals living together on the premises as a single housekeeping unit as distinguished from a group occupying a boarding or lodging house, licensed residential care facility, licensed day care facility or community based residential facility.~~
116. "Right-of-way" - ~~a strip of land intended to be used for streets, highways, crosswalks, sidewalks, trails, railroads or utility purposes.~~ An area of land

dedicated on a plat or by legal document or by operation of law that is intended to be used for location of streets, pedestrian ways, railroads, or utility purposes.

~~122. “Shopping center, community” – a general merchandise and convenience-oriented shopping center, generally including a large tenant such as a discount store or supermarket, providing goods and services to residents of the larger community. Examples of community shopping centers in the city include Ridgeway Mall and the Seven-Hi commercial area.~~

~~123. “Shopping center, neighborhood” – a convenience-oriented shopping center primarily providing goods and services to residents of the adjacent area. Generally, the smallest type of shopping center. Examples of neighborhood shopping centers in the city include retail buildings in the Glen Lake and Cedar Lake Road areas.~~

~~124. “Shopping center, regional” – a shopping center providing a wide range of goods and services to residents of the metropolitan region. Ridgedale Mall is the only regional shopping center in the city.~~

“Dwelling, multi-household” – a building designed with three or more dwellings intended for occupancy by three or more households. Examples include apartments, condominium buildings, cooperatives, and townhomes.

“Dwelling, single-household attached” – a building designed or intended for occupancy by one household, which is attached by a common wall to another building designed or intended for occupancy by one household. Examples include duplexes and twinhomes.

“Dwelling, single-household detached” – a building designed or intended for occupancy by one household, which is physically unconnected from any other dwelling.

Section 7. Section 300.10, Subd.6 of the Minnetonka City Code, regarding R-1 parking requirements is amended to read as follows:

- d) ~~Off-street parking shall be provided for at least two vehicles for all single-family dwellings. A suitable location for a garage measuring at least 20 feet by 24 feet which does not require a variance shall be provided and indicated as such on a survey or site plan to be submitted when applying for a building permit to construct a new dwelling or alter an existing garage. must be provided as outlined in City Code 315.14.~~

Section 8. Section 300.11, Subd.5 of the Minnetonka City Code, regarding R-2 parking requirements is amended to read as follows:

- f) ~~For each unit in a two family dwelling, suitable off-street parking must be provided for at least two vehicles. No two family dwelling may be constructed nor may any existing required garage be converted unless there is shown and designated on a survey or site plan submitted with the application for a building~~

~~permit a location on the lot suitable for construction of a single car garage without requiring a variance. Off street parking must be provided as outlined in City Code 315.14.~~

Section 9. Section 300.15, Subd.7 of the Minnetonka City Code, regarding residential parking, is amended by repealing paragraphs b) and c) and amending paragraph a) to read as follows:

- a) ~~Off street parking shall be provided for at least two vehicles for all single family dwellings. A suitable location for a garage measuring at least 20 feet by 24 feet which does not require a variance shall be provided and indicated as such on a survey or site plan to be submitted when applying for a building permit to construct a new dwelling or alter an existing garage. Off-street parking must be provided as required by section 315.14 of this code.~~
- b) ~~Off street parking shall be provided for at least two vehicles for each unit in two family dwellings. At least one space per unit shall be enclosed. A suitable location for a single car garage which does not require a variance shall be provided and indicated as such on a survey or site plan to be submitted when applying for a building permit to alter an existing garage.~~
- c) ~~Off street parking shall be provided for all attached and multiple family dwelling units. At least one space per unit shall be enclosed.~~

Section 10. Section 300.10, Subd. 5 of the Minnetonka City Code, regarding R-1 district standards is amended by adding a new paragraph j), to read as follows:

- j) All structures and site work, including any grading and landscaping activities, must comply with the wetland protection, floodplain protection, shoreland protection, steep slope protection and tree protection requirements contained in sections 300.23, 300.24, 300.25, 300.28 and 314.01 of this ordinance.

Section 11. Section 300.11, Subd. 5 of the Minnetonka City Code, regarding R-2 district standards, is amended by adding a new paragraph i) to read as follows:

- i) All structures and site work, including any grading and landscaping activities, must comply with the wetland protection, floodplain protection, shoreland protection, steep slope protection and tree protection requirements contained in sections 300.23, 300.24, 300.25, 300.28 and 314.01 of this ordinance.

Section 12. Section 300.12, Subd. 5 of the Minnetonka City Code, regarding R-3 district standards, is amended by adding a new paragraph h) to read as follows:

- h) All structures and site work, including any grading and landscaping activities, must comply with the wetland protection, floodplain protection, shoreland protection, steep slope protection and tree protection requirements contained in sections 300.23, 300.24, 300.25, 300.28 and 314.01 of this ordinance.

Section 13. Section 300.13, Subd. 5 of the Minnetonka City Code, regarding R-4 district standards, is amended by adding a new paragraph i) to read as follows:

- i) All structures and site work, including any grading and landscaping activities, must comply with the wetland protection, floodplain protection, shoreland protection, steep slope protection and tree protection requirements contained in sections 300.23, 300.24, 300.25, 300.28 and 314.01 of this ordinance.

Section 14. Section 300.14, Subd.5 of the Minnetonka City Code, regarding R-5 district standards, is amended by adding a new paragraph i) to read as follows:

- i) All structures and site work, including any grading and landscaping activities, must comply with the wetland protection, floodplain protection, shoreland protection, steep slope protection and tree protection requirements contained in sections 300.23, 300.24, 300.25, 300.28 and 314.01 of this ordinance.

Section 15. Section 300.15, Subd.9 of the Minnetonka City Code, regarding residential yard and setback regulations, is amended by adding a new paragraph g) to read as follows:

- g) The provisions of this section do not exempt any structure, structural feature, or appurtenance from the wetland protection, floodplain protection, shoreland protection, steep slope protection and tree protection requirements contained in sections 300.23, 300.24, 300.25, 300.28 and 314.01 of this ordinance.

Section 16. Section 300.17, Subd.6(b) of the Minnetonka City Code, regarding B-1 district standards, is amended to read as follows:

- b) All developments ~~shall comply with the wetlands, floodplain and shoreland regulations contained in sections 300.23, 300.24 or 300.25 of this ordinance.~~ must be in compliance with city code sections 300.23 wetland protection; 300.24 floodplain protection; 300.25 shoreland district; 300.28 Subd.20 performance standards regulating steep slopes; and 314.01 tree protection.

Section 17. Section 300.18, Subd. 6(b) of the Minnetonka City Code, regarding B-2 district standards, is amended to read as follows:

- b) All developments ~~shall comply with the wetlands, floodplain and shoreland regulations contained in sections 300.23, 300.24 or 300.25 of this ordinance.~~ must be in compliance with city code sections 300.23 wetland protection; 300.24 floodplain protection; 300.25 shoreland district; 300.28 Subd.20 performance standards regulating steep slopes; and 314.01 tree protection.

Section 18. Section 300.19, Subd. 6(b) of the Minnetonka City Code, regarding B-3 district standards is amended to read as follows:

- b) All developments ~~shall comply with the wetlands, floodplain and shoreland regulations contained in sections 300.23, 300.24 or 300.25 of this ordinance.~~ must be in compliance with city code sections 300.23 wetland protection; 300.24 floodplain protection; 300.25 shoreland district; 300.28 Subd.20 performance standards regulating steep slopes; and 314.01 tree protection.

Section 19. Section 300.20, Subd. 6(b) of the Minnetonka City Code, regarding I-1 district standards, is amended to read as follows:

- b) All developments ~~shall comply with the wetlands, floodplain and shoreland regulations contained in sections 300.23, 300.24 or 300.25 of this ordinance.~~ must be in compliance with city code sections 300.23 wetland protection; 300.24 floodplain protection; 300.25 shoreland district; 300.28 Subd.20 performance standards regulating steep slopes; and 314.01 tree protection.

Section 20. Section 300.37, Subd. 6 of the Minnetonka City Code, regarding R-1A district standards, is amended by adding a new paragraph i) to read as follows:

- i) All structures must comply with the wetland protection, floodplain protection, shoreland protection, steep slope protection and tree protection requirements contained in sections 300.23, 300.24, 300.25, 300.28 and 314.01 of this ordinance.

Section 21. Section 325.05, subd. 4 of the Minnetonka City Code, regarding sign location requirements, is amended by adding a new paragraph i) to read as follows:

- i) Signs must be in compliance with the wetland protection, floodplain protection, shoreland protection, steep slope protection and tree protection requirements contained in sections 300.23, 300.24, 300.25, 300.28 and 314.01 of this ordinance

Section 22. Section 300.23 Subd.5(d) of the Minnetonka City Code, regarding wetland buffer areas, is amended to read as follows:

- d) Except as otherwise provided in 5)d)1 and 2 below, buffer area widths will be based on the wetland classification in the city's water resources management plan, ~~or on~~ the most recent city-approved Minnesota Routine Assessment Method (MNRAM), or similar classification system approved by city staff. The following are the required buffer area widths:

Wetland Classification	Width of Buffer Area
From the Wetland Boundary	
Manage 2	16.5 feet

Manage 1	25 feet
Preserve	50 feet

- 1) Wetland basins may have more than one management classification based on components of a MNRAM such as vegetation, habitat structure, amphibian habitat, aesthetic/cultural resource, etc. The required buffer for a specific site will be based on the management classification of the wetland adjacent to the subject property.
- 2) Any development or redevelopment project within the Bassett Creek Watershed must comply with the rules of the Bassett Creek Watershed Management Commission as outlined in the Bassett Creek Watershed Management Commission Requirements for Improvements and Development Proposals document (May 18, 2017), as amended.~~Organization.~~

Section 23. Section 300.21, Subd. 3(i) of the Minnetonka City Code, regarding B-1 conditional use permit standards, is amended to read as follows:

- i) Financial institutions, with or without drive-up facilities: drive-through facilities and stacking areas ~~shall be~~ are subject to the following requirements:
 - 1) ~~shall~~ must not be located adjacent to any residential lot lines;
 - 2) ~~shall~~ must be provided with a suitable visual screen from adjacent properties;
 - 3) stacking for a minimum of six cars per aisle ~~shall~~ must be provided within applicable parking lot setbacks; ~~and~~
 - 4) ~~shall~~ will only be permitted when it can be demonstrated that operation will not significantly lower the existing level of service as defined by the institute of traffic engineers on streets and intersections.; ~~and~~ and
 - 5) must be subordinate to and associated with a permitted use located within a building on the site.

Section 24. Section 300.21, Subd. 4(d) of the Minnetonka City Code, regarding B-2 conditional use permit standards, is amended to read as follows:

- d) ~~Uses having a d~~ Drive-up window ~~or similar facility:~~
 - 1) drive-up windows and stacking areas ~~shall~~ must not be located adjacent to any residential parcel;
 - 2) stacking areas ~~shall~~ must provide for a minimum of six cars per aisle; and

3) public address system ~~shall~~must not be audible from any residential parcel-; and

~~3)4)~~ must be subordinate to and associated with a permitted use located within a building on the site.

Section 25. Section 300.21, Subd. 5(d) of the Minnetonka City Code, regarding B-3 conditional use permit standards, is amended to read as follows:

- d) ~~Uses having a d~~Drive-up window or similar facility: the same standards as specified in subdivision 4(d)(1) through (~~3~~ 4), inclusive, of this section ~~shall~~ apply.

Section 26. Section 300.31, Subd. 4(k) of the Minnetonka City Code, regarding PID conditional use permit standards, is amended to read as follows:

- k. Uses having a drive-up window or similar facility on property designated for office, service commercial or retail use:
1. ~~shall~~must not have drive-up windows and stacking areas located adjacent to any residential parcel;
 2. ~~shall~~must be provided with a suitable visual screen from adjacent properties;
 3. ~~shall~~must provide stacking areas with a minimum of six cars per aisle on the property in areas not within applicable setback requirements; and
 4. ~~shall~~must not have public address system audible from any residential parcel-; and
 - 4.5. the drive-up window or similar facility must be subordinate to and associated with a permitted or conditionally- permitted use located within a building on the site.

Section 27. Section 300.10, Subd. 4 of the Minnetonka City Code, regarding R-1 conditional uses, is amended by adding a new paragraph r) as follows and renumbering subsequent paragraphs accordingly:

r) daycare facilities within a religious institution occupying more than 20 percent of the total floor area of the building.

Section 28. Section 300.10, Subd. 3 of the Minnetonka City Code, regarding R-1 accessory uses, is amended by adding a new paragraph m) as follows and renumbering subsequent paragraphs accordingly:

m) daycare facilities within a religious institution occupying no more than 20 percent of the total floor area of the building.

Section 29. Section 300.15, Subd. 8 of the Minnetonka City Code, regarding residential height regulations, is amended to read as follows:

Height limitations within the residential districts ~~shall do~~ not apply to water towers, chimneys, flag poles, ~~church spires, church belfries or church domes not containing habitable space, or architectural components generally associated with educational or religious facilities.~~

Section 30. Section 310.03 Subd.4(a)(1) of the Minnetonka City Code, regarding permitted small cell wireless facilities, is amended to read as follows:

- 1) New Support Structures. ~~In office, commercial, industrial, and high-density residential zoning districts, s~~Small cell wireless facilities located on new support structures are permitted uses, within public rights-of-way if adjacent to properties zoned for office, commercial, industrial, or high-density residential, subject to the standards outlined in City Code §1120.

Section 31. Section 325.06, Subd. 3(a)(2)(b) of the Minnetonka City Code, regarding commercial business and industrial wall signs, is amended by adding a new clause (2) as follows and by renumbering subsequent clauses accordingly:

- (2) Signs must be comprised of individually dimensioned letters, unless all wall signs are incorporated into the architecture of structure and of similar design.

Section 32. A violation of this ordinance is subject to the penalties and provisions of Chapter XIII of the city code.

Section 33. This ordinance is effective immediately.

Adopted by the city council of the City of Minnetonka, Minnesota, on Feb. 27, 2023.

Brad Wiersum, Mayor

Attest:

Becky Kosman, City Clerk

Action on this ordinance:

Date of introduction: Nov. 28, 2022

Date of adoption:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Ordinance adopted.

Date of publication:

I certify that the foregoing is a true and correct copy of an ordinance adopted by the city council of the City of Minnetonka, Minnesota at a regular meeting held on Feb. 27, 2023.

Becky Koosman, City Clerk



**City Council Agenda Item 10B
Meeting of Feb. 27, 2023**

Title: Conditional use permit for a 2,100 square-foot accessory structure at 14730 Stone Road

Report From: Ashley Cauley, Senior Planner

Submitted through: Mike Funk, City Manager
Julie Wischnack, AICP, Community Development Director

Action Requested: Motion Informational Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Other N/A
Votes needed: 4 votes 5 votes N/A Other

Summary Statement

Chad Haller, on behalf of 10K Architecture, PLLC, and the property owners, is proposing to construct a 2,100-square-foot pool house, south of an existing house and pool. The structure would include parking, an eating area, restroom, and living areas. A conditional use permit is required.

Recommended Action

Adopt the resolution approving the conditional use permit.

Strategic Profile Relatability

- | | |
|--|---|
| <input type="checkbox"/> Financial Strength & Operational Excellence | <input type="checkbox"/> Safe & Healthy Community |
| <input type="checkbox"/> Sustainability & Natural Resources | <input type="checkbox"/> Livable & Well-Planned Development |
| <input type="checkbox"/> Infrastructure & Asset Management | <input type="checkbox"/> Community Inclusiveness |
| <input checked="" type="checkbox"/> N/A | |

Statement: N/A

Financial Consideration

Is there a financial consideration? No Yes
Financing sources: Budgeted Budget Modification New Revenue Source
 Use of Reserves Other

Statement: N/A

Planning Commission Hearing

The planning commission considered the request on Feb. 2, 2023. The commission report, associated plans, and meeting minutes are attached. Staff recommended approval, finding:

- **General standards:** The proposal would meet the general conditional use permit standards outlined in city code.
- **Setbacks and location:** The proposed structure would be set back 53 feet from property lines. By code, 15 feet would be required. The structure would also be located to minimize tree loss by being located in an existing open, manicured lawn area.
- **Design and landscaping:** The proposed structure would be architecturally consistent with the existing house. The landscaping plan includes a mix of grasses, evergreens, birch, and perennials. The structure would also be screened by existing vegetation.

The planning commission concurred with staff's recommendation to approve the conditional use permit, and no one appeared to speak on the item. On a 6-0 vote, the commission recommended the city council approve the request.

MINNETONKA PLANNING COMMISSION
Feb. 2, 2023

Brief Description Conditional use permit for a 2,100 square foot, detached accessory structure at 14730 Stone Road.

Recommendation Recommend the city council approve the request

Proposal

The property at 14730 Stone Road is 2.67-acres in size. It's generally located north of the Stone Road and Meeting Street intersection.

Topography generally slopes downwards in all directions from the existing house, which is constructed on the highest point of the property.

Other improvements on the property include a sport court, patios, pool, and a 120 sq. ft. pool structure.

Chad Haller, on behalf of 10K Architecture, PLLC and the property owners, is proposing to construct a 2,100 square foot pool house, south of the existing house and pool. The structure would include parking, eating, restroom and living areas.¹

Staff Analysis

The proposal is reasonable and would meet the intent of the standards outlined in city code for an accessory structure in excess of 1,000 square feet. The following is intended to summarize the standards and staff's findings. A full list of the standards and staff's findings can be found in the "Supporting Information" section of this report:

- **General standards:** The proposal would meet the general standards outlined in city code for conditional use permits.

- **Setbacks and location:** The setback of the proposed structure would be 53 feet. By code, 15 feet would be required. The structure would also be located to minimize tree loss by being located in an existing open, manicured lawn area.



Figure 1: Existing Aerial

¹ The structure is not considered an accessory dwelling unit as it does not contain a sleeping area. By definition, an "accessory dwelling unit" is a secondary dwelling unit located on the same property as a principal dwelling such as areas for sleeping, cooking, and sanitation, as determined by a city planner. This definition includes secondary dwelling units attached to or detached from the principal dwelling unit.

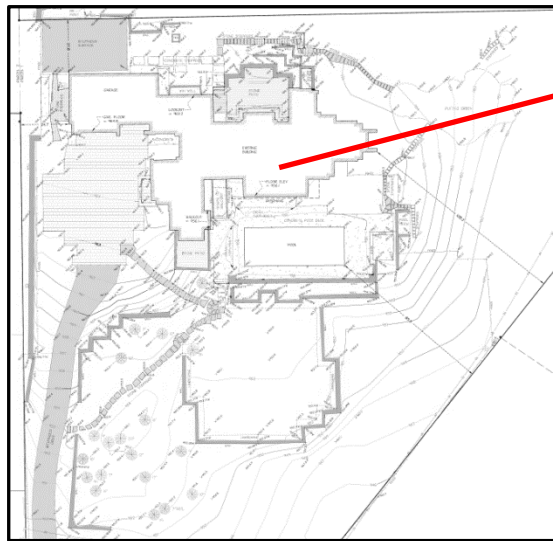


Figure 2: Existing Conditions

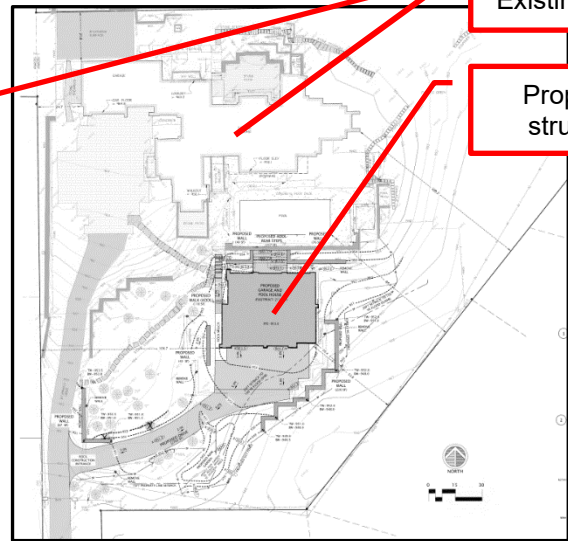


Figure 3: Proposed Conditions

Existing home
Proposed structure

- **Design and landscaping:** The proposed structure would be architecturally consistent with the existing house. The landscaping plan includes a mix of grasses, evergreens, birch, and perennials. The structure would also be screened by existing vegetation.



Staff Recommendation

Recommend that the city council adopt the resolution approving a conditional use permit for a 2,100 square foot, detached accessory structure at 14730 Stone Road.

Originator: Ashley Cauley, Senior Planner
Through: Loren Gordon, AICP, City Planner

Supporting Information

Surrounding Land Uses

The subject property and surrounding properties are improved with single family residential homes, zoned R-1, and guided for low density residential.

CUP Standards

The proposal would meet the general conditional use permit standards as outlined in City Code §300.16 Subd.2:

1. The use is consistent with the intent of this ordinance;
2. The use is consistent with the goals, policies, and objectives of the comprehensive plan;
3. The use does not have an undue adverse impact on governmental facilities, utilities, services, or existing or proposed improvements; and
4. The use does not have an undue adverse impact on the public health, safety, or welfare.

The proposal would meet the general conditional use permit standards as outlined in City Code §300.16 Subd. 3(f):

1. Side and rear setbacks equal to the height of the structure or 15 feet, whichever is greater;

Finding: The required setback is 15 feet. The setback for the proposed structure is 53 feet.

2. No additional curb cuts to be permitted;

Finding: No additional curb cuts are proposed as the proposed drive will connect to the existing driveway.

3. Not to be used for commercial activities;

Finding: The structure is to be used as a pool house and a garage. It is not proposed for commercial activities. Nonetheless, this has been added as a condition of approval.

4. Structure to be architecturally consistent with the principal structure;

Finding: The proposed structure would architecturally complement with the principal structure.

5. Landscaping to be required to buffer views when the structure is highly visible from adjoining properties; and

Finding: The structure setback is over 50 feet and more than 150 feet from the nearest residential structure. The structure would be reasonably screened by existing and proposed vegetation.

6. Site and building plan subject to review pursuant to section 300.27 of this ordinance;

Finding: The proposal meets the site and building plan standards as outlined below.

SBP Standards

The proposal would comply with all site and building standards as outlined in City Code 300.27 Subd.5

1. Consistency with the elements and objectives of the city's development guides, including the comprehensive plan and water resources management plan;

Finding: The project has been reviewed by the city's planning, building, engineering, natural resources, fire, and public works staff. Staff finds it generally consistent with the city's development guides.

2. Consistency with this ordinance;

Finding: The proposal is consistent with the ordinance.

3. Preservation of the site in its natural state to the extent practicable by minimizing tree and soil removal and designing grade changes to be in keeping with the general appearance of neighboring developed or developing areas;

Finding: The proposed structure would be located in an open area to minimize tree removal and unnecessary grading.

4. Creation of a harmonious relationship of buildings and open spaces with natural site features and with existing and future buildings having a visual relationship to the development;

Finding: The proposed structure would be harmonious with the existing building and open space.

5. Creation of a functional and harmonious design for structures and site features, with special attention to the following:
 - a) an internal sense of order for the buildings and uses on the site and provision of a desirable environment for occupants, visitors and the general community;
 - b) the amount and location of open space and landscaping;

- c) materials, textures, colors, and details of construction as an expression of the design concept and the compatibility of the same with the adjacent and neighboring structures and uses; and
- d) vehicular and pedestrian circulation, including walkways, interior drives, and parking in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement and amount of parking.

Finding: The proposal would balance open space, landscaping, and an internal sense of order, allowing for appropriate circulation through the site. The proposed materials and colors are complementary to the existing house and would allow for.

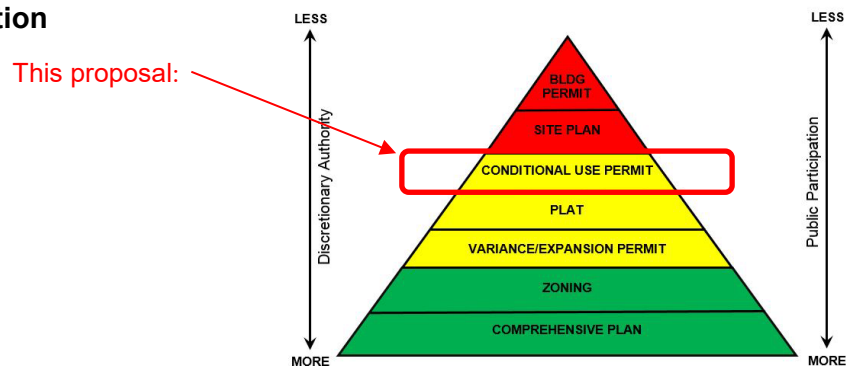
- 6. Promotion of energy conservation through design, location, orientation and elevation of structures, the use and location of glass in structures and the use of landscape materials and site grading; and

Finding: The new structure would require a building permit and would require compliance with the energy code.

- 7. Protection of adjacent and neighboring properties through reasonable provision for surface water drainage, sound and sight buffers, preservation of views, light and air, and those aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses.

Finding: The structure would be located roughly 150 feet from the nearest residential structure and is separated by existing and proposed vegetation.

Pyramid of Discretion



Voting Requirement

The planning commission will make a recommendation to the city council. A recommendation for approval requires an affirmative vote of a simple majority.

Motion Options

The planning commission has three options:

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

**Neighborhood
Comments**

The city sent notices to 46 area property owners and received no comments.

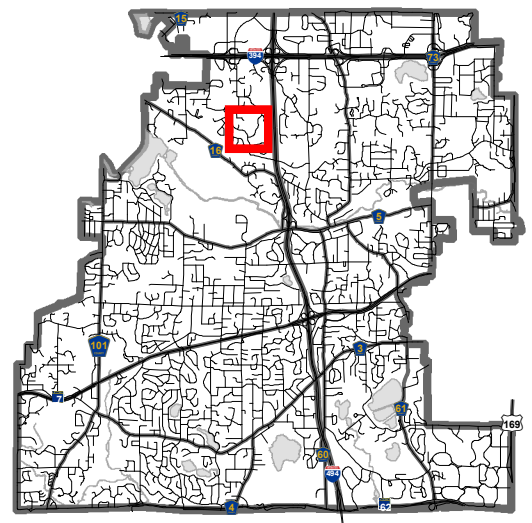
**Deadline for
Decision**

April 27, 2023



Location Map

Project: Kayan Residence
Address: 14730 Stone Road





10K Architecture, PLLC
Enterprise Business Center
525 15th Avenue South
Hopkins, Minnesota 55343
10karch.com

Conditional Use Permit Submittal Cover Sheet: New Detached Accessory Structure at 14730 Stone Road

Application fee: see included check.

Legal Description: please see "LEGAL DESCRIPTION" included on the Proposed Improvements Survey and both sheets of the Boundary/Topographic Survey prepared by Cornerstone Land Surveying (CLS).

Survey: please see sheet 1 and 2 of the Boundary/Topographic Survey (CLS).

Site Plan: see surveys.

Grading and Drainage Plan: please see Proposed Improvements Survey (CLS) for existing and proposed two-foot contours and location and size of stormwater treatment area. Please see Stormwater Management narrative prepared by Kevin Gardner (Pierce Pini & Associates) for associated engineering calculations.

Landscape Plan: please see sketch over survey background provided by Yardscapes, Inc., the project's design-build landscape designer.

Building Renderings: please see (4) renderings provided by 10K Architecture depicting all elevations of the building with materials noted.

Floor Plan: please see conceptual proposed floor plan provided by 10K Architecture.

Written Statement: please see written statement provided by 10K Architecture.

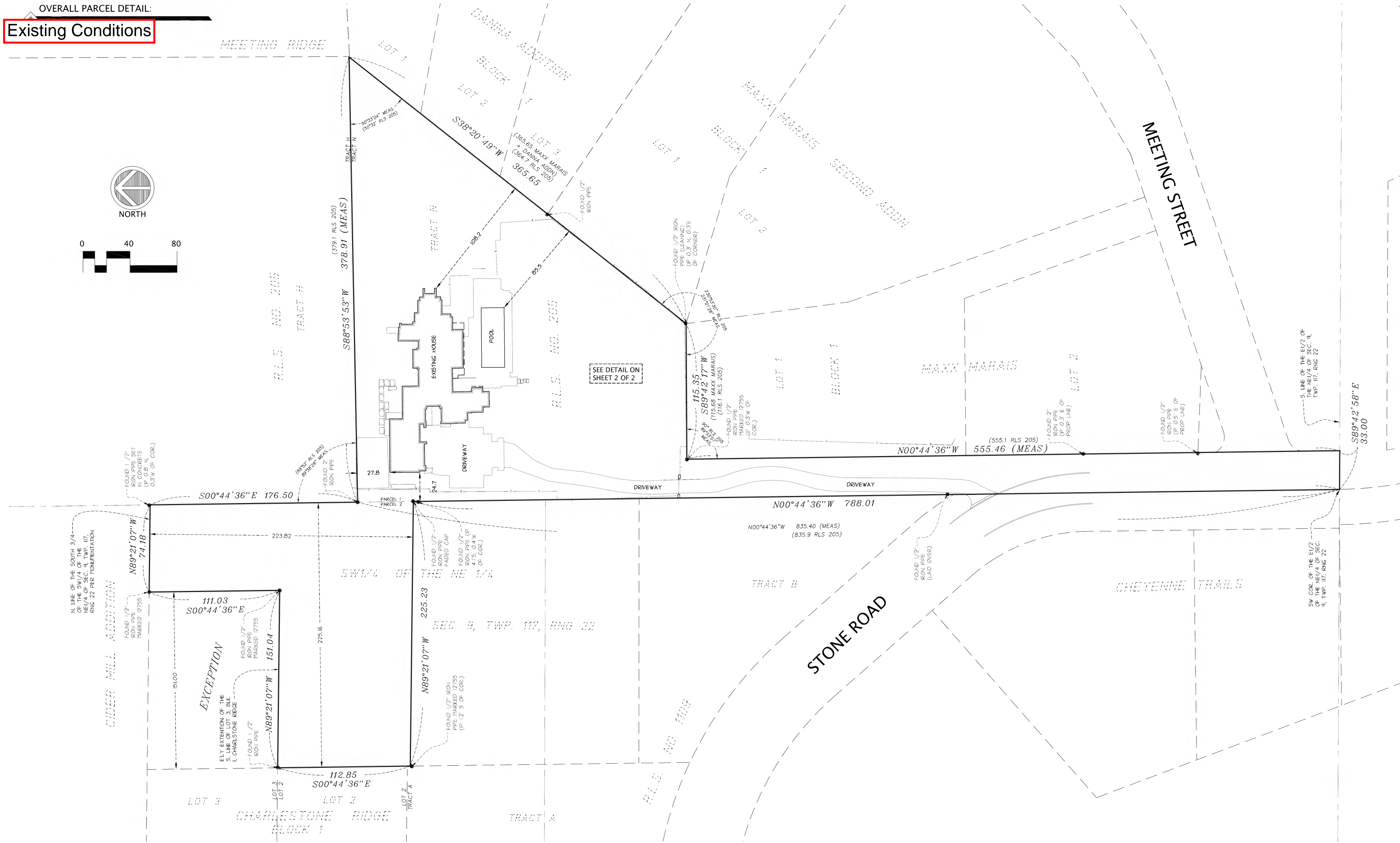
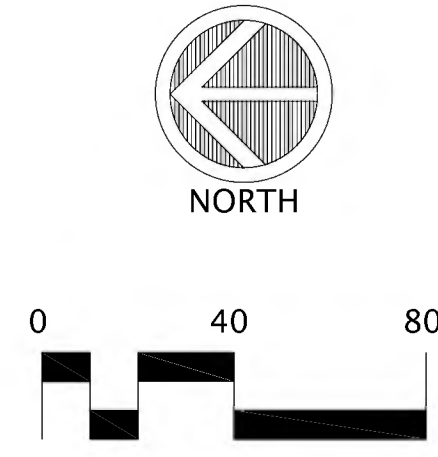
Written Statement: New Detached Accessory Structure at 14730 Stone Road

The spaces included in this proposed new structure provide for the practical functions needed to support the use and enjoyment of the existing pool area for the owners and their guests and add needed private vehicle parking. The lounge, bar/dining, and living spaces accommodate poolside entertaining so that the owners and guests can interact with people using the pool area. Food and refreshments for family events are supported by refrigerator storage space and buffet/serving counter space. Pool guests will now have access to a restroom to prevent dripping wet guests from going through the house. The garage space will make available infrastructure for the charging of electric vehicles and increase indoor vehicle parking while mechanical equipment for the building will reside in the utility room. Minimal modification to the site wall on the south side of the pool is needed to connect the pool deck to the new building and a low impact drive links the existing driveway to the new garage stalls.

Section 300.16.f (points 1-6) of the city code outlines the conditional use permit standards for an accessory structure in excess of 1,000 square feet of gross floor area and 12 feet in height (the proposed structure is +/- 2,112 square feet of gross floor area and a height of +/-13'-10 ¾" (see Section 300.02.17.a). The outlined standards and the proposed structure's accordance are as follows:

1. *Side & rear setbacks equal to the height of the structure or 15 feet, whichever is greater;*
 - The smallest setback is to the diagonal property line to the east of the structure, which equals +/- 53.8 feet.
2. *No additional curb cuts to be permitted;*
 - No curb cuts are proposed.
3. *Not to be used for commercial activities;*
 - The building is for residential use.
4. *Structure to be architecturally consistent with the principal structure;*
 - This is one of the most important goals of the development of the design of the structure for the owners and architect. Much care has been taken to pour over the original construction and presentation drawings of the existing main house for the detached structure to seamlessly compliment the existing built environment and carry through the materiality and architectural language into the contemporary proposed new structure.
5. *Landscaping to be required to buffer views when the structure is highly visible from adjoining properties;*
 - The proposed structure is 160-280 feet and the property area surrounding it is heavily wooded. In addition, new evergreen trees are planned on the east side of the structure, which will increase privacy and screen visibility from adjoining properties.
6. *Site and building plan subject to review pursuant to section 300.27 of this ordinance.*

OVERALL PARCEL DETAIL:
Existing Conditions



STONE ROAD RESIDENCE

CONTACT:
 DAVID AINE
 10K Architecture, PLLC
 525 15th Ave. South
 Hopkins, MN 55343
 Phone: 951.532.8921
 Email: david.aine@10Karch.com

COUNTY/CITY:
 HENNEPIN COUNTY
 CITY OF MINNETONKA

REVISIONS:

DATE	REVISION
09-15-2022	INITIAL ISSUE

CERTIFICATION:
 I hereby certify that this plan 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.
Daniel L. Thurmes
 Daniel L. Thurmes Registration Number: 25718
 Date: 09-15-2022

PROJECT LOCATION:
 14730
 STONE ROAD
 PID#0911722140034

Suite #200
 1970 Northwestern Ave
 Stillwater, MN 55082
 Phone 651.275.8969
 Fax 651.275.8976
 dan@cssurvey.net

CORNERSTONE LAND SURVEYING, INC.

FILE NAME: SURV10K01
 PROJECT NO.: 10K001

BOUNDARY/TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION:

(LEGAL DESCRIPTION IS PER WARRANTY DEED DOC. NO. 668873 - TRACT N IS ALSO SHOWN ON CERTIFICATE OF TITLE NO. 1446128)

Parcel 1:
 Tract N, Registered Land Survey No. 205, Hennepin County, Minnesota, Torrens Property.

Parcel 2:
 The East 225.16 feet of the North 223.82 feet of the South three-fourths of the Southwest Quarter of the Northeast Quarter of Section 9, Township 117 North, Range 22 West of the 5th Principal Meridian, EXCEPT the West 151.00 feet of said East 225.16 feet which lies north of the easterly extension of the South line of Lot 3, Block 1, Charlestone Ridge, Hennepin County, Minnesota, Abstract Property.

PARCEL AREA:

PARCEL AREA = 126,250 SQ. FT. / 2.90 ACRES

TITLE NOTES:

(NO TITLE INFORMATION WAS PROVIDED FOR OUR REVIEW)

CERTIFICATE OF TITLE NO. 1446128 LISTS THE FOLLOWING ITEMS RELATING TO THE PORTION OF THIS PROPERTY KNOWN AS TRACT N, REGISTERED LAND SURVEY NO. 205. (SEE DOC. NO. 637050 FOR ORIGINAL REGISTRATION DOCS.)

- RESTRICTIONS PER DOC. NO. 546188
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- NOTICE PER DOC. NO. T1948222

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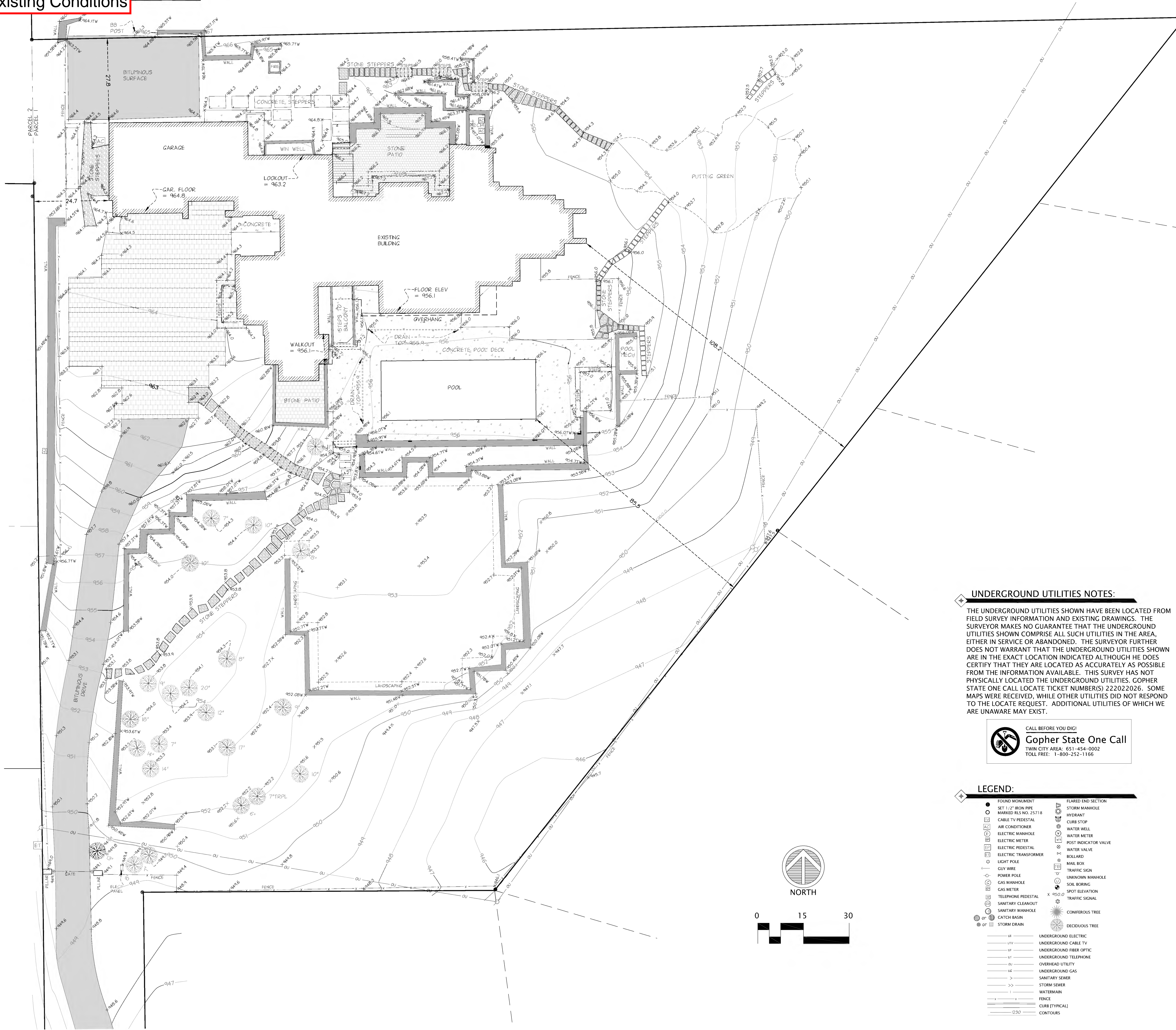
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LEGEND:

● FOUND MONUMENT	◻ FLARED END SECTION	— 10" UNDERGROUND ELECTRIC
○ SET 1/2" IRON PIPE MARKED RLS NO. 25718	◻ STORM MANHOLE	— 10" UNDERGROUND CABLE TV
◻ CABLE TV PEDESTAL	◻ HYDRANT	— 10" UNDERGROUND FIBER OPTIC
◻ AIR CONDITIONER	◻ CURB STOP	— 10" UNDERGROUND TELEPHONE
◻ ELECTRIC MANHOLE	◻ WATER WELL	— 10" OVERHEAD UTILITY
◻ ELECTRIC METER	◻ WATER METER	— 10" UNDERGROUND GAS
◻ ELECTRIC PEDESTAL	◻ POST INDICATOR VALVE	— 10" SANITARY SEWER
◻ ELECTRIC TRANSFORMER	◻ WATER VALVE	— 10" STORM SEWER
◻ LIGHT POLE	◻ BOLLARD	— 10" WATERMAIN
◻ GUY WIRE	◻ MAIL BOX	— 10" FENCE
◻ POWER POLE	◻ TRAFFIC SIGN	— 10" CURB (TYPICAL)
◻ GAS MANHOLE	◻ UNKNOWN MANHOLE	— 1230 CONTOURS
◻ GAS METER	◻ SOIL BORING	
◻ TELEPHONE PEDESTAL	◻ X 950.0 SPOT ELEVATION	
◻ SANITARY CLEANOUT	◻ TELEPHONE SIGNAL	
◻ SANITARY MANHOLE	◻ TRAFFIC SIGNAL	
◻ CATCH BASIN	◻ CONIFEROUS TREE	
◻ STORM DRAIN	◻ DECIDUOUS TREE	

TOPOGRAPHIC DETAIL
Existing Conditions



STONE ROAD RESIDENCE

CONTACT:
DAVID AINE
 10K Architecture, PLLC
 525 15th Ave. South
 Hopkins, MN 55343
 Phone: 951.532.8921
 Email: david.aine@10Karch.com

COUNTY/CITY:
HENNEPIN COUNTY
CITY OF MINNETONKA

REVISIONS:

DATE	REVISION
09-15-2022	INITIAL ISSUE

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 (LEGAL DESCRIPTION IS PER WARRANTY DEED DOC. NO. 668873 - TRACT N IS ALSO SHOWN ON CERTIFICATE OF TITLE NO. 1446128)

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 Torrens Property.

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 Abstract Property.

PARCEL AREA:
 PARCEL AREA = 126,250 SQ. FT. / 2.90 ACRES

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CERTIFICATION:
 I hereby certify that this plan 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.

 Daniel L. Thurmes Registration Number: 25718
 Date: 09-15-2022

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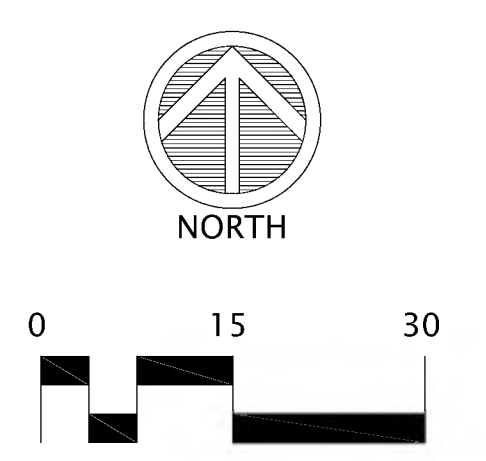
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-
- | | |
|---------|-----------------------------|
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| — UV — | — UNDERGROUND CABLE TV — |
| — UF — | — UNDERGROUND FIBER OPTIC — |
| — UT — | — UNDERGROUND TELEPHONE — |
| — OU — | — OVERHEAD UTILITY — |
| — UG — | — UNDERGROUND GAS — |
| — US — | — SANITARY SEWER — |
| — SS — | — STORM SEWER — |
| — W — | — WATERMAIN — |
| — F — | — FENCE — |
| — C — | — CURB (TYPICAL) — |
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PROJECT LOCATION:
14730
STONE ROAD
 PID#0911722140034

Suite #200
 1970 Northwestern Ave
 Stillwater, MN 55082
 Phone 651.275.8969
 Fax 651.275.8976
 dan@cssurvey.net

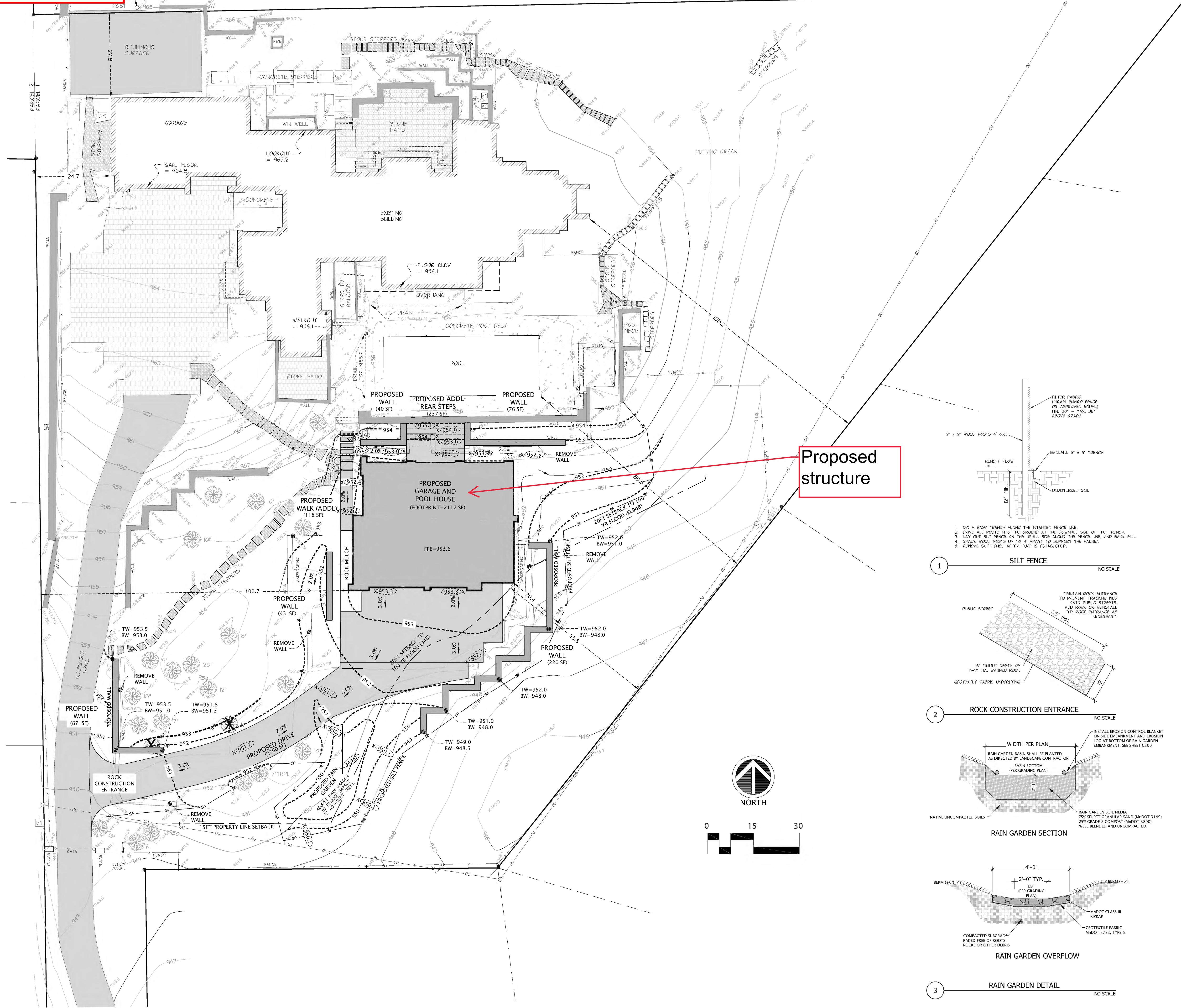
CORNERSTONE LAND SURVEYING, INC.

FILE NAME SURV10K01
 PROJECT NO. 10K001

BOUNDARY/TOPOGRAPHIC SURVEY

Proposal

STONE ROAD RESIDENCE



Proposed structure

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Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

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Phone: 951.532.8921
Email: david.aine@10Karch.com

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HENNEPIN COUNTY
CITY OF MINNETONKA

REVISIONS:

DATE	REVISION
09-15-2022	INITIAL ISSUE
10-14-2022	SETBACKS AND RG
11-29-2022	LANDSCAPE UPDATE

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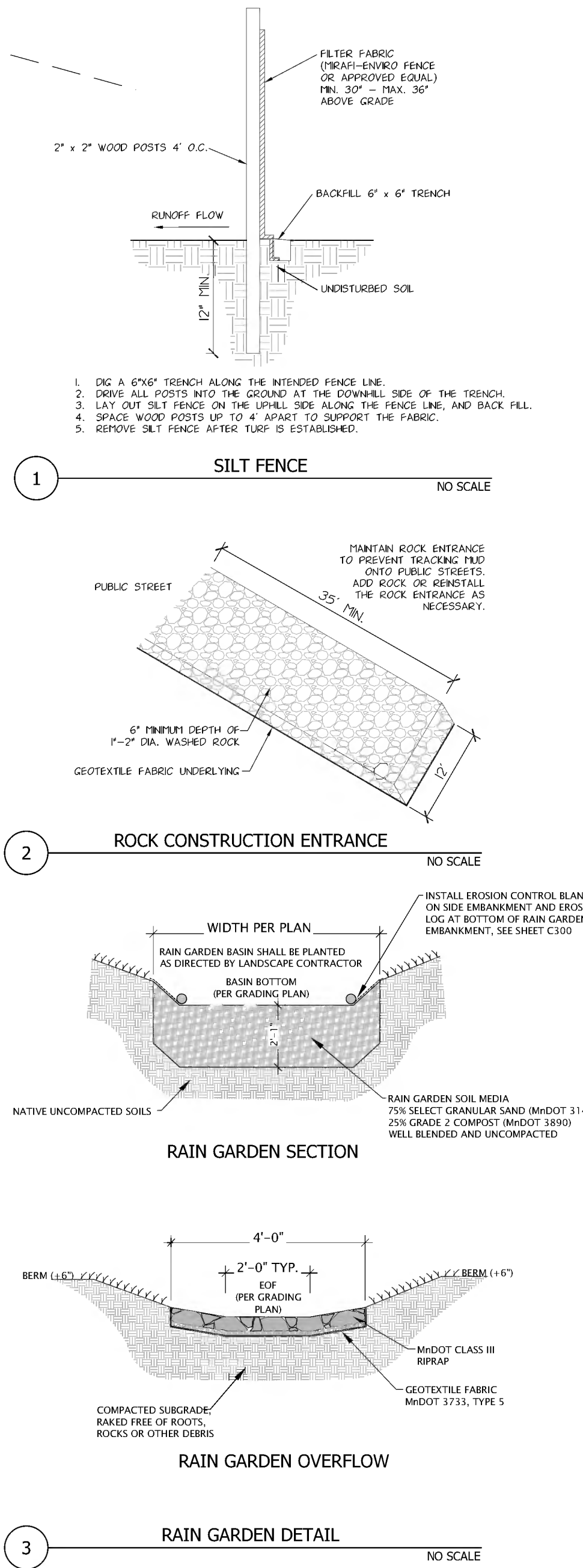
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Phone 651.275.8969
Fax 651.275.8976
dan@cssurvey.net

CORNERSTONE LAND SURVEYING, INC.

FILE NAME SURV10K01
PROJECT NO. 10K001

PROPOSED IMPROVEMENTS SURVEY





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○ GAS MANHOLE	○ UNBORN MANHOLE
○ GAS METER	○ SOIL BOSSING
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Date: 09-15-2022

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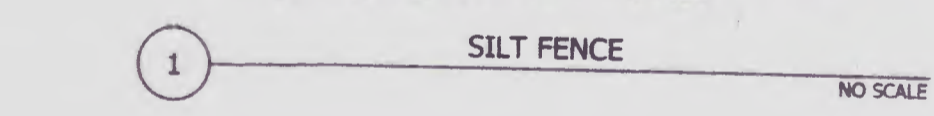
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CORNERSTONE LAND SURVEYING, INC.

FILE NAME SURV10K01
PROJECT NO. 10K001

PROPOSED IMPROVEMENTS SURVEY



8609 HARRIET AVENUE SOUTH, BLOOMINGTON, MN 55420

CONCEPT PLAN
1.) WALLS
2.) PAVERS
3.) 3/4" GRAY ROCK
4.) PLANTINGS
DATE: 11-18-2022
BY: DAVID K.



NOTE: ALL EXTERIOR MATERIALS HAVE BEEN
SELECTED TO CLOSELY MATCH &
COMPLIMENT ORIGINAL MATERIALS OF THE
PRINCIPAL BUILDING ON THE SITE (MAIN
HOUSE), TYP.

SOFFIT PANEL PAINTED TO MATCH STUCCO, TYP.

STUCCO, TYP.



STUCCO, TYP.

FLUSH WOOD SECTIONAL OVERHEAD DOORS, TYP.

CEDAR ROOF SHINGLES, TYP.

COPPER UPPER FASCIA, TYP.



STONE VENEER, TYP.

PREFINISHED METAL LOWER FASCIA, TYP.

SOUTH FACADE (SOUTHWEST & SOUTHEAST CORNERS, LEFT TO RIGHT)
NEW DETACHED GARAGE | 14730 STONE ROAD
MINNETONKA, MN 55391 | 01/03/23 |

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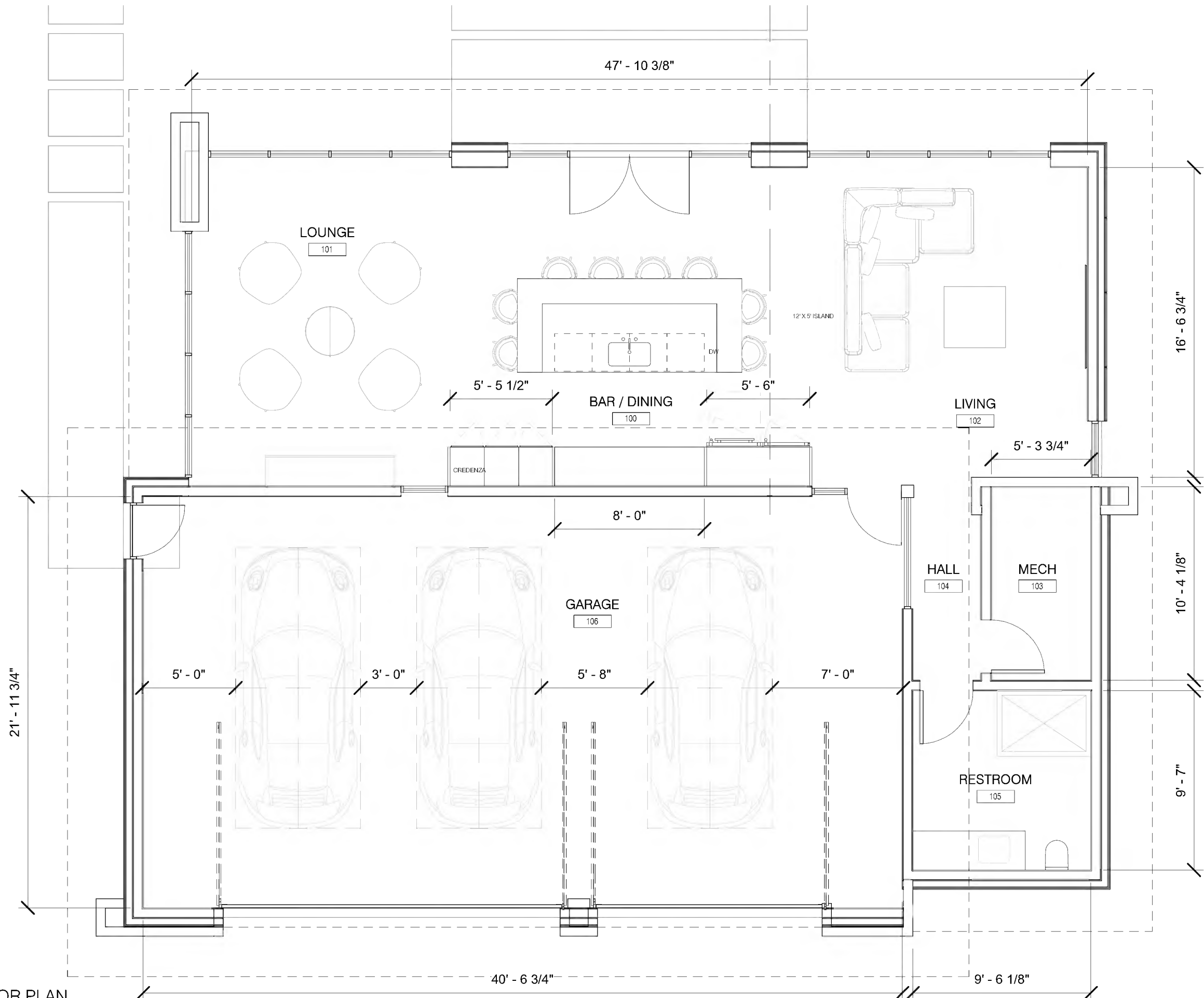
STUCCO, TYP.

STONE VENEER, TYP.

PREFINISHED METAL LOWER FASCIA, TYP.

NORTH FACADE (NORTHEAST & NORTHWEST CORNERS, LEFT TO RIGHT)

NEW DETACHED GARAGE | 14730 STONE ROAD
MINNETONKA, MN 55391 | 01/03/23 |



CONCEPT FLOOR PLAN

NEW DETACHED GARAGE | 14730 STONE ROAD
 MINNETONKA, MN 55391 | 01/03/23 | 3/16" = 1'-0"

PIERCE PINI & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS

December 13, 2022

10K Architecture
Attn: David Aine
525 15th Avenue South
Hopkins, MN 55343

RE: Kayan Residence - Stormwater Management Narrative for Proposed Improvements

Mr. Aine,

The following is a narrative of the stormwater management design for the proposed pool house and garage addition at the Kayan residence. The following analysis and design description should be provided to the city of Minnetonka in conjunction with the certificate of survey by Cornerstone Land surveying for the proposed site improvements.

Existing Conditions

The subject property is a 126,250 sq. ft. (2.90 acre) residential parcel located at 14730 Stone Road in Minnetonka. The existing property currently has a residential house, bituminous driveway, paver auto court, front walkway and a rear stone terrace as well as a swimming pool and pool deck. The site drainage is directed southeast to the low area located at the southeast corner of the property. An undelineated wetland is noted at this location on the property survey. There is currently no implemented stormwater management systems on the site.

Proposed Conditions

The project includes the construction of a new pool house and garage as well as a new bituminous driveway to service the new garage. The proposed work will disturb approximately 15,000 sq. ft. and will increase the site impervious area by 4,892 sq. ft. A new rain garden will be constructed to mitigate the additional impervious area.

Soil Analysis

A geotechnical exploration report has been prepared by Haugo Geotechnical Services, report no. 22-0930, dated December 9, 2022. Two borings were performed in the general location of the proposed pool house, driveway extension, and rain garden. Both borings note surficial topsoil with underlying undocumented fill primarily consisting of sandy lean clay. All soils were wet in nature. This soil description is consistent with hydrologic soil group C/D. Based on this information, it is assumed that the site will have a relatively low infiltration rate of 0.06 – 0.20 inches per hour, consistent with the Minnesota Stormwater Manual.

PIERCE PINI & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS

Stormwater Management

The local government unit for stormwater is the City of Minnetonka. The project is a residential addition resulting in more than 5,000 sq. ft. or 50 cu. yds. of disturbance. The city stormwater management plan requires a best management practice (BMP) that will capture and treat 1.1-inches of runoff over the new and disturbed impervious area.

In addition to the required treatment volume, BMPs are required to provide a drawdown time within 48 hours for surface stormwater management features. The underlying soils are sandy lean clays with an estimated infiltration rate of 0.13 inches per hour. In order to maintain the maximum drawdown time of 48 hours, the maximum basin depth is 6 inches.

A summary of the design parameters for the new rain garden are as follows:

1. New/Disturbed Impervious Area

- Bituminous driveway – 2,390 sq. ft.
- Garage & pool house – 2,112 sq. ft.
- Sidewalk & stairs – 118 sq. ft.
- Concrete pavement – 272 sq. ft.

Total = 4,892 sq. ft.

2. Required Treatment Volume

- New/disturbed impervious area – 4,892 sq. ft.
- Rainfall depth – 1.1 inches
- (4,892 sq. ft.) x (1.1 inches) x (1 ft. / 12 inches)

Required Treatment Volume = 448 cu. ft.

3. Design Treatment Volume

- Rain garden bottom contour (949.50) – 786 sq. ft.
- Rain garden overflow contour (950.00) – 1,027 sq. ft.
- Treatment volume depth – 6 inches

Design Treatment Volume = 453 cu. ft.

If you have any questions, please feel free to give me a call at 763-537-1311.

Sincerely,



Kevin Gardner, PE

Cc: Chad Haller – 10K Architecture
Connie Villari – Cornerstone Land Surveying

7. **Public Hearings: Consent Agenda**

No item was removed from the consent agenda for discussion or separate action.

Powers moved, second by Banks, to approve the item listed on the consent agenda as recommended in the staff report as follows:

A. Conditional use permit for a 2,100-square-foot-detached-accessory structure at 14730 Stone Road.

Recommend that the city council adopt the resolution approving a conditional use permit for a 2,100-square-foot-detached-accessory structure at 14730 Stone Road.

Maxwell, Powers, Waterman, Banks, Hanson and Sewall voted yes. Henry was absent. The item on the consent agenda was approved as submitted.

Resolution No. 2023-

Resolution approving a conditional use permit for a 2,100 square-foot accessory structure at 14730 Stone Road

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

Section 1. Background.

1.01 Chad Haller, on behalf of 10K Architecture, PLLC, and the property owners, has requested a conditional use permit for a 2,100-square-foot detached accessory structure to be used as a pool house.

1.02 The property is located at 1730 Stone Road. It is legally described as:

TRACT N IS ALSO SHOWN ON CERTIFICATE OF TITLE NO. 1446128

Parcel 1:

Tract N, Registered Land Survey No, 205, Hennepin County, Minnesota, Torrens Property.

Parcel 2:

The East 225.16 feet of the North 223.82 feet of the South three-fourths of the Southwest Quarter of the Northeast Quarter of Section 9, Township 117 North, Range 22 West of the 5th Principal Meridian, EXCEPT the West 151.00 feet of said East 225.16 feet which lies north of the easterly extension of the South line of Lot 3, Block 1, Charlestone Ridge, Hennepin County, Minnesota.
Abstract Property.

1.03 On Feb. 2, 2023, the planning commission held a hearing on the proposal. The applicant was provided the opportunity to present information to the commission. The commission considered all of the comments received and the staff report, which are incorporated by reference into this resolution. The commission recommended that the city council approve the permit.

Section 2. Standards.

2.01 City Code §300.16 Subd. 2 outlines the general standards that must be met for granting a conditional use permit. These standards are incorporated into this resolution by reference.

- 2.02 City Code §300.16 Subd. 3(f) outlines the following specific standards that must be met for granting a conditional use permit for oversized accessory structures:
1. Side and rear setbacks equal to the height of the structure or 15 feet, whichever is greater;
 2. No additional curb cuts to be permitted;
 3. Not to be used for commercial activities;
 4. Structure to be architecturally consistent with the principal structure;
 5. Landscaping to be required to buffer views when the structure is highly visible from adjoining properties; and
 6. Site and building plan subject to review pursuant to section 300.27 of this ordinance;
- 2.03 City Code §300.27, Subd. 5, states that in evaluating a site and building plan, the city will consider its compliance with the following:
1. Consistency with the elements and objectives of the city's development guides, including the comprehensive plan and water resources management plan;
 2. Consistency with the ordinance;
 3. Preservation of the site in its natural state to the extent practicable by minimizing tree and soil removal and designing grade changes to be in keeping with the general appearance of neighboring developed or developing areas;
 4. Creation of a harmonious relationship of buildings and open spaces with natural site features and with existing and future buildings having a visual relationship to the development;
 5. Creation of a functional and harmonious design for structures and site features, with special attention to the following:
 - a) an internal sense of order for the buildings and uses on the site and provision of a desirable environment for occupants, visitors, and the general community;
 - b) the amount and location of open space and landscaping;
 - c) materials, textures, colors, and details of construction as an expression of the design concept and the compatibility of the same with the adjacent and neighboring structures and uses; and

- d) vehicular and pedestrian circulation, including walkways, interior drives, and parking in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic, and arrangement and amount of parking.
6. Promotion of energy conservation through design, location, orientation, and elevation of structures, the use and location of glass in structures and the use of landscape materials and site grading; and
7. Protection of adjacent and neighboring properties through reasonable provision for surface water drainage, sound and sight buffers, preservation of views, light and air, and those aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses.

Section 3. Findings.

- 3.01 The proposal meets the general conditional use permit standards outlined in City Code §300.16 Subd.2.
- 3.02 The proposal meets the specific conditional use permit standards outlined in City Code 300.16 Subd.3(f).
 1. The required setback is 15 feet. The setback for the proposed structure is 53 feet.
 2. No additional curb cuts are proposed as the proposed drive will connect to the existing driveway.
 3. The structure is to be used as a pool house and a garage. It is not proposed for commercial activities. Nonetheless, this has been included as a condition of this resolution.
 4. The proposed structure would architecturally complement the principal structure.
 5. The structure setback is over 50 feet and more than 150 feet from the nearest residential structure. The structure would be reasonably screened by existing and proposed vegetation.
 6. The proposal meets the site and building plan standards as outlined in the following section.
- 3.03 The proposal would meet site and building plan standards outlined in the City Code §300.27, Subd. 5.

1. The project has been reviewed by the city's planning, building, engineering, natural resources, fire, and public works staff. Staff finds it generally consistent with the city's development guides.
2. The proposal is consistent with the ordinance.
3. The proposed structure would be located in an open area to minimize tree removal and unnecessary grading.
4. The proposed structure would be harmonious with the existing building and open space.
5. The proposal would balance open space, landscaping, and an internal sense of order, allowing for appropriate circulation through the site. The proposed materials and colors are complementary to the existing house and would allow for.
6. The new structure would require a building permit and would require compliance with the energy code.
7. The structure would be located roughly 150 feet from the nearest residential structure and is separated by existing and proposed vegetation.

Section 4. City Council Action.

4.01 The above-described conditional use permit is approved, subject to the following conditions:

1. This resolution must be recorded with Hennepin County.
2. A building permit is required. Prior to the issuance of the building permit:
 - a) Submit a cash escrow in the amount of \$1000. This escrow must be accompanied by a document prepared by the city attorney and signed by the builder and property owner. Through this document, the builder and property owner will acknowledge the following:
 - The property will be brought into compliance within 48 hours of notification of a violation of the construction management plan, other conditions of approval, or city code standards; and
 - If compliance is not achieved, the city will use any or all of the escrow dollars to correct any erosion and/or grading problems.
 - b) Submit a tree mitigation plan. This plan must:

- Include all trees within 30 feet of the proposed construction and grading.
 - Meet the minimum mitigation requirements as outlined in the ordinance. However, at the sole discretion of staff, mitigation may be decreased.
- c) Install a temporary rock driveway, erosion control, tree and wetland protection fencing, and any other measures as identified by the SWPPP for staff inspection. These items must be maintained throughout the course of construction.
3. The accessory structure must not be used for commercial activities unless approved by the city or ordinance updates occur to allow such use.
 4. The city council may reasonably add or revise conditions to address any future unforeseen problems.
 5. Any change to the approved use that results in a change in character, including conversion to an accessory dwelling unit, would require a revised conditional use permit.

Adopted by the City Council of the City of Minnetonka, Minnesota, on Feb. 27, 2023.

Brad Wiersum, Mayor

Attest:

Becky Koosman, City Clerk

Action on this resolution:

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

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a meeting held on Feb. 27, 2023.

Becky Koosman, City Clerk



**City Council Agenda Item 10C
Meeting of Feb. 27, 2023**

Title: Resolution amending the 2023 meeting schedule for the Minnetonka City Council

Report from: Becky Koosman, City Clerk

Submitted through: Mike Funk, City Manager
Moranda Dammann, Assistant City Manager

Action Requested: Motion Informational Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Other N/A
Votes needed: 4 votes 5 votes N/A Other

Summary Statement

Resolution adopting the amended 2023 Minnetonka City Council meeting schedule.

Recommended Action

Adopt the amended resolution establishing its 2023 meeting schedule.

Strategic Profile Relatability

Financial Strength & Operational Excellence Safe & Healthy Community
 Sustainability & Natural Resources Livable & Well-Planned Development
 Infrastructure & Asset Management Community Inclusiveness
 N/A

Statement: N/A

Financial Consideration

Is there a financial consideration? No Yes [Enter estimated or exact dollar amount]
Financing sources: Budgeted Budget Modification New Revenue Source
 Use of Reserves Other [Enter]

Statement: N/A

Background

Section 3.01 of the Minnetonka City Charter provides that the city council will meet at the times established by ordinance or resolution.

Subject: Resolution adopting the amended 2023 meeting schedule for the Minnetonka City Council

On Oct. 24, 2022, the council approved the meeting schedule for 2023 by adopting Resolution No. 2022-103. Staff is requesting to amend the meeting schedule by changing the date of the joint city council and park board meeting from Nov. 1, 2023 to Sept. 6, 2023. The latter date coincides with the annual park board tour. The joint city council and park board meeting would start at 5:30 p.m. and the evening would include the park board tour.

Resolution No. 2023-

**Resolution adopting the 2023 Minnetonka city council meeting schedule
as amended**

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

Section 1. Background.

- 1.01. Section 3.01 of the City Charter states that the city council will meet at the times each month established by ordinance or resolution.

Section 2. Council Action.

- 2.01. The Minnetonka City Council establishes a schedule of meetings for 2023 on the dates specified in the list attached to this resolution.

- 2.02. The time and location of meetings are as follows:

- a. Regular meetings will begin at 6:30 p.m. in the city council chambers at the city hall/community center, 14600 Minnetonka Boulevard, Minnetonka, Minnesota.
- b. Study sessions are meetings at which no votes will be taken and will begin at 6:30 p.m. in the Minnehaha Room at the community center.
- c. Meetings of the council sitting as the Local Board of Appeal and Equalization will begin at 6:00 p.m. in the city council chambers at the community center.
- d. The joint meeting with the Park Board will commence at 5:30 p.m. in the dining room of the community center.
- e. Meetings may be held by interactive television or by telephone or other electronic means, rather than in person, in accordance with state law.

- 2.03. If the city council is unable to meet on the dates indicated, or additional meetings are needed, notice will be given as required by law and the council's rules of procedure.

- 2.04. This resolution supersedes and replaces Resolution No. 2022-103.

Adopted by the City Council of the City of Minnetonka, Minnesota, on Feb. 27, 2023.

Brad Wiersum, Mayor

Attest:

Becky Koosman, City Clerk

Action on this resolution:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a meeting held on Feb. 27, 2023.

Becky Koosman, City Clerk

SCHEDULE OF MEETINGS

2023 Regular Council Meetings

January 9
January 30
February 6
February 27
March 6
March 27
April 17
May 1
May 22
June 5
June 26
July 17
July 31
August 14
August 28
September 18
October 16
October 30
November 13
November 27
December 4
December 18

2023 Study Sessions

January 23
February 13
March 20
April 24
May 15
June 12
July 24
August 21
September 11
October 23
November 20
December 11

2023 Local Board of Appeal & Equalization

April 17
May 1

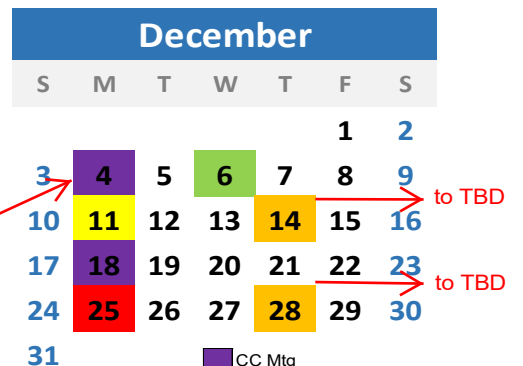
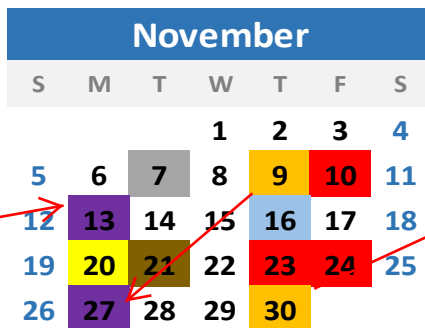
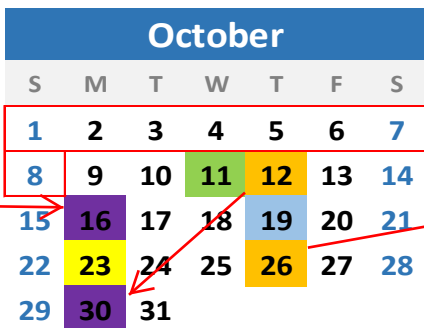
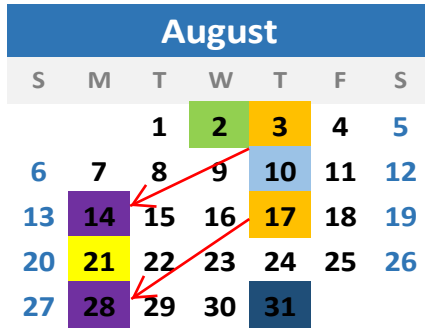
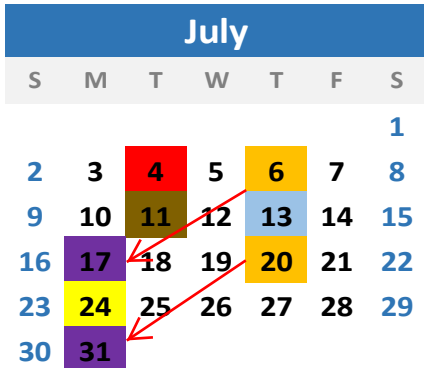
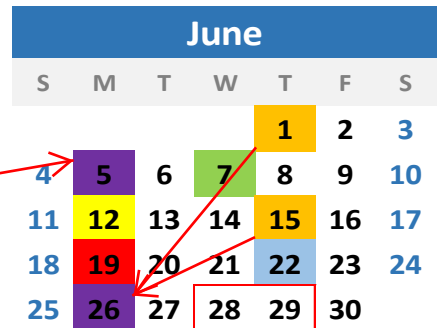
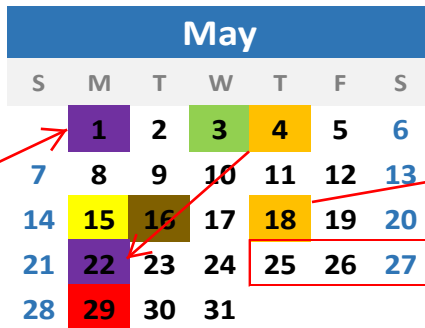
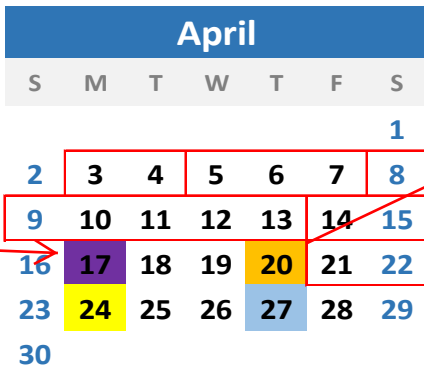
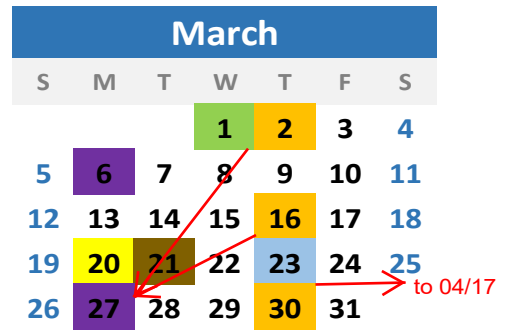
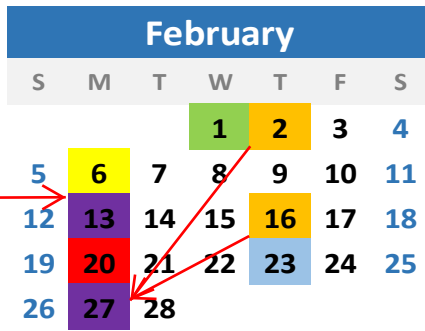
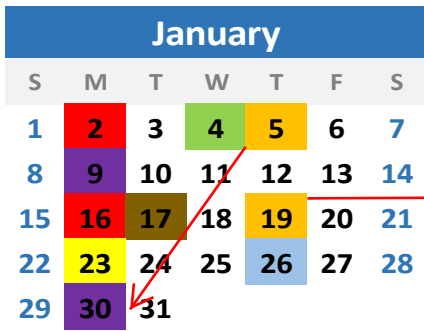
2023 Joint meeting with EDAC and Planning Commission

August 31

2023 Joint meeting with Park Board and Park Board Tour

Sept 6

2023



Passover	04/05 - 04/13	Rosh Hashanah	09/15 - 09/17	Hopkins Spring Break	04/03 -
Holy Week	04/06 - 04/09	Yom Kippur	09/24 - 09/25	Mtka Spring Break	04/07
Eid-al-Fitr	04/21 - 04/22	Sukkot	09/29 - 10/06	Wayzata Spring Break	
Shavot	05/25 - 05/27	Shemini Atzeret	10/06 - 10/08		
Eid-al-Adha	06/28 - 06/29	Simchat Torah			

- CC Mtg
- CC Study Session
- PC Mtg
- EDAC Mtg
- Joint CC/EDAC/PC Mtg
- PB Mtg
- PB Tour & Joint CC/PB Mtg
- SC Mtg
- Election Day
- City Hall Closed

JANUARY 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 New Year's Day	2 City Offices Closed	3	4 Park Board Meeting 6:30 p.m.	5 Planning Commission Meeting 6:30 p.m.	6	7
8	9 City Council Meeting 6:30 p.m.	10 Senior Advisory Board Meeting 10:00 a.m.	11	12	13	14
15	16 M L King Jr. Day City Offices Closed	17 Sustainability Commission Meeting 6:30 p.m.	18	19 Planning Commission Meeting 6:30 p.m.	20	21
22	23 City Council Study Session Meeting 6:30 p.m.	24	25	26 EDAC Meeting 6:00 p.m.	27	28
29	30 City Council Meeting 6:30 p.m.	31				

FEBRUARY 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Park Board Meeting 6:30 p.m.	2 Planning Commission Meeting 6:30 p.m.	3	4
5	6 City Council Study Session Meeting 6:30 p.m.	7	8	9	10	11
12	13 City Council Meeting 6:30 p.m.	14 Senior Advisory Board Meeting 10:00 a.m.	15	16 Planning Commission Meeting 6:30 p.m.	17	18
19	20 Presidents' Day City Offices Closed	21	22	23 EDAC Meeting 6:00 p.m.	24	25
26	27 City Council Meeting 6:30 p.m.	28				

MARCH 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Park Board Meeting 6:30 p.m.	2 Planning Commission Meeting 6:30 p.m.	3	4
5	6 City Council Meeting 6:30 p.m.	7	8	9	10	11
12	13	14 Senior Advisory Board Meeting 10:00 a.m.	15	16 Planning Commission Meeting 6:30 p.m.	17	18
19	20 City Council Study Session Meeting 6:30 p.m.	21 Sustainability Commission Meeting 6:30 p.m.	22	23 EDAC Meeting 6:00 p.m.	24	25
26	27 City Council Meeting 6:30 p.m.	28	29	30 Planning Commission Meeting 6:30 p.m.	31	

APRIL 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11 Senior Advisory Board Meeting 10:00 a.m.	12	13	14	15
16	17 LBAE Meeting 6:00 p.m. City Council Meeting 6:30 p.m.	18	19	20 Planning Commission Meeting 6:30 p.m.	21	22
23	24 City Council Study Session Meeting 6:30 p.m.	25	26	27 EDAC Meeting 6:00 p.m.	28	29
30						

MAY 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 LBAE Meeting 6:00 p.m. City Council Meeting 6:30 p.m.	2	3 Park Board Meeting 6:30 p.m.	4 Planning Commission Meeting 6:30 p.m.	5	6
7	8	9 Senior Advisory Board Meeting 10:00 a.m.	10	11	12	13
14	15 City Council Study Session Meeting 6:30 p.m.	16 Sustainability Commission Meeting 6:30 p.m.	17	18 Planning Commission Meeting 6:30 p.m.	19	20
21	22 City Council Meeting 6:30 p.m.	23	24	25	26	27
28	29 Memorial Day City Offices Closed	30	31			

JUNE 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Planning Commission Meeting 6:30 p.m.	2	3
4	5 City Council Meeting 6:30 p.m.	6	7 Park Board Meeting 6:30 p.m.	8	9	10
11	12 City Council Study Session Meeting 6:30 p.m.	13 Senior Advisory Board Meeting 10:00 a.m.	14	15 Planning Commission Meeting 6:30 p.m.	16	17
18	19 Juneteenth City Offices Closed	20	21 LMC Annual Conference (June 21-23)	22 EDAC Meeting 6:00 p.m.	23	24 Summer Fest
25	26 City Council Meeting 6:30 p.m.	27	28	29	30	

JULY 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 <i>Independence Day City Offices Closed</i>	5	6 Planning Commission Meeting 6:30 p.m.	7	8
9	10	11 Senior Advisory Board Meeting 10:00 a.m. Sustainability Commission Meeting 6:30 p.m.	12	13 EDAC Meeting 6:00 p.m.	14	15
16	17 City Council Meeting 6:30 p.m.	18	19	20 Planning Commission Meeting 6:30 p.m.	21	22
23	24 City Council Study Session Meeting 6:30 p.m.	25	26	27	28	29
30	31 City Council Meeting 6:30 p.m.					

AUGUST 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 Park Board Meeting 6:30 p.m.	3 Planning Commission Meeting 6:30 p.m.	4	5
6	7	8 Senior Advisory Board Meeting 10:00 a.m.	9	10 EDAC Meeting 6:00 p.m.	11	12
13	14 City Council Meeting 6:30 p.m.	15	16	17 Planning Commission Meeting 6:30 p.m.	18	19
20	21 City Council Study Session Meeting 6:30 p.m.	22	23	24	25	26
27	28 City Council Meeting 6:30 p.m.	29	30	31 Joint City Council/ EDAC/ Planning Commission Meeting 5:30 p.m.		

SEPTEMBER 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 Labor Day City Offices Closed	5	6 Park Board Tour and Joint Park Board/ City Council Meeting 5:30 p.m.	7 Planning Commission Meeting 6:30 p.m.	8	9
10	11 City Council Study Session Meeting 6:30 p.m.	12 Senior Advisory Board Meeting 10:00 a.m.	13	14	15	16
17	18 City Council Meeting 6:30 p.m.	19	20	21 EDAC Meeting 6:00 p.m.	22	23
24	25	26 Sustainability Commission Meeting 6:30 p.m.	27	28 Planning Commission Meeting 6:30 p.m.	29	30

OCTOBER 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10 Senior Advisory Board Meeting 10:00 a.m.	11 Park Board Meeting 6:30 p.m.	12 Planning Commission Meeting 6:30 p.m.	13	14
15	16 City Council Meeting 6:30 p.m.	17	18	19 EDAC Meeting 6:00 p.m.	20	21
22	23 City Council Study Session Meeting 6:30 p.m.	24	25	26 Planning Commission Meeting 6:30 p.m.	27	28
29	30 City Council Meeting 6:30 p.m.	31				

NOVEMBER 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7 General Election Day	8	9 Planning Commission Meeting 6:30 p.m.	10 City Offices Closed	11 Veterans Day
12	13 City Council Meeting 6:30 p.m.	14 Senior Advisory Board Meeting 10:00 a.m.	15 NLC City Summit (Nov. 15-18)	16 EDAC Meeting 6:00 p.m.	17	18
19	20 City Council Study Session Meeting 6:30 p.m.	21 Sustainability Commission Meeting 6:30 p.m.	22	23 Thanksgiving Day City Offices Closed	24 City Offices Closed	25
26	27 City Council Meeting 6:30 p.m.	28	29	30 Planning Commission Meeting 6:30 p.m.		

DECEMBER 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 City Council Meeting 6:30 p.m.	5	6 Park Board Meeting 6:30 p.m.	7	8	9
10	11 City Council Study Session Meeting 6:30 p.m.	12 Senior Advisory Board Meeting 10:00 a.m.	13	14 Planning Commission Meeting 6:30 p.m.	15	16
17	18 City Council Meeting 6:30 p.m.	19	20	21	22	23
24	25 Offices closed	26	27	28 Planning Commission Meeting 6:30 p.m.	29	30
31						



**City Council Agenda Item 11A
Meeting of Feb. 27, 2023**

Title: Resolution amending the 2023 budget

Report from: Darin Nelson, Finance Director

Submitted through: Mike Funk, City Manager
Moranda Dammann, Assistant City Manager
Dawn Pearson, HR Manager

Action Requested: Motion Informational Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Other N/A

Votes needed: 4 votes 5 votes N/A Other

Summary Statement

On Oct. 24, 2022, the city council passed a resolution approving a 10-year commitment with the LOGIS¹ (Local Government Information Systems) consortium for the financial management, HR and payroll systems, commonly referred to as an enterprise resource planning (ERP) system along with the utility billing software application. The city and LOGIS have agreed to be the pilot entities to implement the ERP system, meaning Minnetonka will be the first city to begin the implementation. Staff is anticipating a go-live date to occur on or around August 1 of this year.

The 2023-2027 Capital Improvement Program (CIP) budgeted \$1.4 million for this project with planned funding from an internal loan with repayment occurring over several years through a tax levy within the Technology Development Fund. The implementation and first-year's costs will be substantially less than \$1.4 million. Due to this reduction in the project cost along with greater than anticipated General Fund reserve balances, staff is recommending this project be funded with a one-time transfer of \$850,000 from the General Fund.

Recommended Action

Approve the resolution amending the 2023 budget to transfer \$850,000 of uncommitted funds from the General Fund to the Technology Development Fund.

Strategic Profile Relatability

- | | |
|---|---|
| <input checked="" type="checkbox"/> Financial Strength & Operational Excellence | <input type="checkbox"/> Safe & Healthy Community |
| <input type="checkbox"/> Sustainability & Natural Resources | <input type="checkbox"/> Livable & Well-Planned Development |
| <input type="checkbox"/> Infrastructure & Asset Management | <input type="checkbox"/> Community Inclusiveness |
| <input type="checkbox"/> N/A | |

Statement: Utilizing fund balance above the required 40 percent budget stabilization reserve aligns with the city's strategic priority of maintaining long-term positive financial position by

balancing revenues and expenditures for operations, debt management and capital investments.

Financial Consideration

Is there a financial consideration? No Yes \$850,000
Financing sources: Budgeted Budget Modification New Revenue Source
 Use of Reserves Other [Enter]

Statement: Utilizing fund balance reserves above the required 40 percent budget stabilization reserve is appropriate for one-time capital costs.

Background

On Oct. 24, 2022, the city council passed a resolution approving a 10-year commitment with the LOGIS consortium for the ERP and utility billing software applications. The city and LOGIS have agreed to be the pilot entities to implement the ERP system, meaning Minnetonka will be the first city to begin the implementation. Staff is anticipating a go-live date to occur on or around August 1 of this year. The implementation schedule for the utility billing application is still being determined.

The 2023-2027 CIP has \$1.4 million budgeted for this project with planned funding from an internal loan with repayment occurring over several years through a tax levy within the Technology Development Fund. The CIP budget was derived from a comparable city that converted these same systems in 2020. However, since the city is continuing its relationship with LOGIS, our implementation and first-year costs are substantially less at an approximate cost of \$683,000. In addition to the direct LOGIS costs, there will be costs to hire consultants and temporary staffing to aid in process improvement, system set up and support staff to backfill while the conversion is taking place. This estimated cost is \$167,000.

Due to this reduction in the project cost along with greater than anticipated General Fund reserve balances, staff is recommending this project be funded with a one-time transfer of \$850,000 from the General Fund within the 2023 budget.

Council policy 2.13 *Determining Adequate Fund Balances* allows fund balance in the General Fund budget stabilization reserve above 40 percent of the following year's operating budget to be transferred and/or appropriated by the city council for one-time costs such as capital needs or pilot programs for which there are no on-going financial commitments.

The 2022 financial statements are being prepared and audited results will be reported to the council in June, but preliminary estimates indicate revenues exceeded expenditures by approximately \$1.5 million. Utilizing this excess fund balance for this project is a good use of one-time reserves and will also provide future tax levy relief as the interfund loan will not need to be accounted for in future levy projections. The remaining excess reserves will be accounted for in the 2024-2028 CIP, which may also provide further tax levy relief and/or capital fund balance stabilization.

¹ (LOGIS) is a Joint Powers, intergovernmental consortium of Minnesota local government units. The mission of LOGIS is to "Facilitate leading-edge, effective and adaptable public sector technology solutions through the sharing of ideas, risks and resources in a member-driven consortium."

Resolution No. 2023

Resolution amending the 2023 budget

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

Section 1. Background.

- 1.01. On Oct. 24, 2022, the City Council passed a resolution approving a 10-year commitment with LOGIS for ERP and utility billing applications.
- 1.02. The 2023-2027 CIP budgeted \$1.4 million for this project with planned funding from an internal loan with repayment occurring over several years through a property tax levy within the Technology Development Fund.
- 1.03. The implementation and first-year project costs are substantially less than \$1.4 million.
- 1.04. Due to the reduction in the project cost along with greater than anticipated General Fund reserves, the project funding is now proposed to occur via a one-time transfer of \$850,000 from the General Fund.

Section 2. Council Action.

- 2.01. The City Council approves amending the 2023 budget to transfer \$850,000 of uncommitted funds from the General Fund to the Technology Development Fund.

Adopted by the City Council of the City of Minnetonka, Minnesota, on Feb. 27, 2023.

Brad Wiersum, Mayor

Attest:

Becky Koosman, City Clerk

Action on this resolution:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a meeting held on Feb. 27, 2023.

Becky Koosman, City Clerk



**City Council Agenda Item 13A
Meeting of Feb. 27, 2023**

Title: 2023-2024 Community Development Block Grant (CDBG) Funds
– Urban Hennepin County Allocation

Report From: Rob Hanson, EDFP, Economic Development Coordinator

Submitted through: Mike Funk, City Manager
Darin Nelson, Finance Director
Julie Wischnack, AICP, Community Development Director

Action Requested: Motion Informational Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Other N/A
Votes needed: 4 votes 5 votes N/A Other

Summary Statement

This report outlines the proposed use of Minnetonka's 2023-2024 Community Development Block Grant (CDBG) Funds and authorizes Hennepin County to carry out the proposed activities. The city is required to hold a public hearing annually regarding the use of CDBG funding.

Recommended Action

Adopt the resolution approving the application of \$125,839 for the Home Rehabilitation Program, and authorize the negotiation and execution of a sub-recipient agreement with Hennepin County and any third-party agreements.

Strategic Profile Relatability

Financial Strength & Operational Excellence Safe & Healthy Community
 Sustainability & Natural Resources Livable & Well-Planned Development
 Infrastructure & Asset Management Community Inclusiveness
 N/A

Statement: N/A

Financial Consideration

Is there a financial consideration? No Yes [Enter estimated or exact dollar amount]
Financing sources: Budgeted Budget Modification New Revenue Source
 Use of Reserves Other (CDBG)

Statement: The city no longer receives CDBG dollars from the federal government. Hennepin County now receives funding on behalf of the city and carries out activities based on the guidance of the City Council.

Background

The Community Development Block Grant (CDBG) program, overseen by the U.S. Department of Housing and Urban Development (HUD), provides federal funds to implement a range of economic and community development activities. Those activities are based on the needs, priorities, and benefits of the community. CDBG activities are developed, and the division of funding is determined at the local level. All funded activities must meet at least one of the three national objectives:

- Benefit low-and moderate-income persons
- Help prevent and/or eliminate slums and/or blight
- Meet other community development needs of particular urgency

In 2018, the City of Minnetonka elected to join the Urban Hennepin County CDBG Program. Under this program, Hennepin County coordinates CDBG programming and administration activities on behalf of the city for any CDBG grants the city receives. The city is notified annually by Hennepin County of its CDBG allocation based on HUD's formula and the yearly grant dollars directed into the national CDBG program. The distribution formula is based on population, poverty level, and housing availability. In April 2020, the city elected to continue the Urban Hennepin County CDBG program arrangement through 2023.

2023-2024 CDBG Allocation

The CDBG program year is July 1 to June 30, which differs from the city's fiscal year. All finances and allocation years in this report refer to the federal program year.

Before dollars are allocated directly to cities, Hennepin County retains 15% of the total CDBG award for public services, 12-15% for program administration, and 1% for fair housing advocacy. The remainder of Minnetonka's allocation is forwarded to the city to use at its discretion (in accordance with at least one of the national objectives) and as identified in the city's Economic Improvement Program. For the CDBG fiscal year 2023-2024, Minnetonka is estimated to receive a direct allocation of \$125,839.

The final allocation amounts must be authorized by the Hennepin County Board before any agreements between the city and Hennepin County are finalized. Following Hennepin County Board approval, staff will coordinate with Hennepin County to finalize the sub-recipient agreement and any third-party agreements. If the final allocation amounts differ from the notified amount, the funding amounts will be adjusted pro-rata.

Summary of CDBG Programming

Programming Pre-Authorized by Hennepin County

Public Services

CDBG funding for public service activities is awarded through a single competitive Request for Proposals (RFP) covering all county CDBG program cities. Fifteen percent of the overall county CDBG allocation (approximately \$450,000), including Minnetonka's contribution, is set aside for this purpose. Hennepin County will release an RFP in early 2023 for proposals on how to spend the public services dollars. City staff will be a part of the reviewing team to determine funding allocations.

In previous funding rounds, the following organizations benefiting Minnetonka residents have been funded: Resource West, Senior Community Services, YMCA, Treehouse, ICA Foodshelf, Community Action Partnership of Hennepin County, Sojourner Project, and Homeline. Hennepin County priorities for CDBG funding in 2023-2024 include:

- Domestic abuse counseling
- Financial counseling
- Job training
- Senior services
- Senior center programming
- Tenant advocacy
- Youth counseling or programming

Fair Housing Activities

Hennepin County retains one percent of the total allocation amount for fair housing activities and represents the City of Minnetonka at the Fair Housing Implementation Council (FHIC). The FHIC works to affirmatively further fair housing throughout the metro and to address actionable recommendations taken from the [2020 Analysis of Impediments](#).

Administration

Under the Urban County CDBG Program, the county retains 11% of the total CDBG allocation, including Minnetonka's contribution, for administrative purposes.

Direct Allocation Programming Authorized by Minnetonka City Council

Home Rehabilitation Loan Program

The Home Rehabilitation Loan Program offers ten-year, no-interest deferred loans of up to \$15,000 (previously \$5,000). Minnetonka has run a home rehabilitation program for decades. Since 2007, the CDBG rehabilitation program has assisted 334 homeowners by providing over \$2.1 million for home improvements. To qualify, applicants must have an income at or below 80 percent of the area median income.

In 2022, eight projects were completed. There are eight additional projects approved, and eight currently in the application process. There are currently 70 residents on the waitlist to receive a loan through this program. Since wait times for this program can be long, staff works with residents to identify alternative rehab financings such as the Minnetonka Home Enhancement Program or other programs through our partners.

In previous years, most of Minnetonka's CDBG funding allocation supported this program. Due to past success and robust demand, staff recommends that the estimated \$125,839 direct allocation amount be applied to continuing the Home Rehabilitation Program in 2023.

Attachments

2023-2024 Hennepin County Sub-Agreement Draft

**CITY SUBRECIPIENT AGREEMENT
URBAN HENNEPIN COUNTY
2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT is made and entered into by and between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, ("RECIPIENT") A-2400 Government Center, Minneapolis, Minnesota 55487, and the CITY OF MINNETONKA, 14600 Minnetonka Blvd, Minnetonka, Minnesota 55345, ("SUBRECIPIENT") said parties to this Agreement each being governmental units of the State of Minnesota, and is made pursuant to Minnesota Statutes, Section 471.59.

WITNESSETH

WHEREAS, the Federal Department of Housing and Urban Development approved a Fiscal Year 2023-2024 Community Development Block Grant (CDBG) Program (Catalog of Federal Domestic Assistance (CFDA) number 14.218) entitlement allocation to the RECIPIENT under Title I of the Housing and Community Development Act of 1974, as amended (the "Act"), to carry out various community development activities in cooperation with SUBRECIPIENT, according to the implementing regulations at 24 CFR Part 570; and

WHEREAS, contingent upon the RECIPIENT entering into a Funding Agreement with HUD for the receipt of the Federal Fiscal Year 2023-2024 CDBG funds, the RECIPIENT has approved the use of \$125,839 of Federal Fiscal Year 2023-2024 CDBG funds by the SUBRECIPIENT and any resulting program income for the implementation of eligible community development activity/ies included in and a part of the 2023-2024 Annual Action Plan, Urban Hennepin County Community Development Block Grant (CDBG) Program, and further described in Exhibit 2 and Exhibit 3 to this Agreement; and

WHEREAS, the SUBRECIPIENT agrees to assume certain responsibilities for the implementation of the approved activities identified in Exhibit 2, said responsibilities being specified in part in the Joint Cooperation Agreement effective October 1, 2014, executed between RECIPIENT and SUBRECIPIENT and in the 2023-2024 Annual Action Plan, Urban Hennepin County CDBG Program and the Certifications contained therein; the SUBRECIPIENT agrees to implement those activities described in Exhibit 2 attached hereto, and the RECIPIENT agrees to reimburse the SUBRECIPIENT for said implementation in a total amount not to exceed \$0; and

WHEREAS, the RECIPIENT agrees to implement and reimburse certain activities approved by the SUBRECIPIENT, as identified in Exhibit 3 (in a total amount not to exceed \$125,839 from SUBRECIPIENT'S 2023-2024 allocation). RECIPIENT'S implementation shall comply with all applicable requirements of the Act, and the rules and regulations promulgated pursuant to the Act, including but not limited to 24 CFR Part 570; additionally, where applicable, RECIPIENT shall execute a Nonprofit Subrecipient Agreement/Program Year 2023-2024 Community Development Block Grant Program with public service providers approved by the SUBRECIPIENT.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **SCOPE OF SERVICES**

- A. The SUBRECIPIENT shall expend all or any part of its CDBG allocation only on those activities identified in Exhibit 2, subject to the requirements of this Agreement and the stipulations and requirements set forth in Exhibit 2 to this Agreement.
- B. The SUBRECIPIENT shall take all necessary actions, not only to comply with the stipulations as set out in Exhibit 2, but to comply with any requests by the RECIPIENT in that connection; it being understood that the RECIPIENT is responsible to the Department of Housing and Urban Development (HUD) for ensuring compliance with such requirements. The SUBRECIPIENT also will promptly notify the RECIPIENT of any changes in the scope or character of the activity/ies which it is implementing.
- C. At the request of the RECIPIENT, on a form to be provided, the SUBRECIPIENT shall submit a schedule, corresponding to the term of this Agreement, showing milestones for activity implementation and timely expenditure of funds and will provide other information as requested to assure compliance with HUD timeliness requirements.
- D. SUBRECIPIENT shall submit all necessary documentation applicable to each specific activity as identified in Exhibit 2.

2. **TERM OF AGREEMENT**

The effective date of this Agreement is July 1, 2023. The termination date of this Agreement is June 30, 2024, or at such time as the activity/ies constituting part of this Agreement are satisfactorily completed prior thereto. Upon expiration, the SUBRECIPIENT shall relinquish to the RECIPIENT all program funds unexpended and uncommitted, and all accounts receivable attributable to the use of CDBG funds for the activities described in Exhibit 2, as may be amended.

3. **THIRD PARTY AGREEMENTS**

The SUBRECIPIENT may subcontract this Agreement and/or the services to be performed hereunder, whether in whole or in part, only with the prior consent of the RECIPIENT and only through a written Third Party Agreement acceptable to the RECIPIENT. The SUBRECIPIENT shall not otherwise assign, transfer, or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior consent of the RECIPIENT.

4. **AMENDMENTS TO AGREEMENT**

Any material alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when reduced to writing as an Amendment to this Agreement signed, approved and properly executed by the authorized representatives of the parties. An exception to this process will be in amending Exhibit 2 to this Agreement.

Exhibit 2 shall be deemed amended to conform to any amendments to the Annual Action

Plan, as such amendments occur.

Amendments will be considered at the following levels:

Level 1: Minor Amendment. A minor amendment is a modification that (1) increases or decreases the amount awarded to an activity by less than 25 percent; or (2) changes the eligible activity or location of activity, but not the purpose, scope or intended beneficiaries.

Minor amendments do not require public comment, city council action, or Board action and are considered “revisions”. Hennepin County staff in the department of Housing and Economic Development may approve minor amendments provided they are eligible and satisfy the objectives of the Consolidated Plan and the CDBG Program.

Level 2: General Amendment. A general amendment is one that (1) increases or decreases the amount awarded to an activity by 25-50 percent of the original budget; or (2) increases or decreases the amount awarded to an activity by more than 50 percent of the original budget and the amount being reallocated is less than \$100,000; or (3) cancels an activity.

Notification of the general amendment and comment period will be published in the official newspaper for the city initiating the amendment at least 15 days prior to approval of the required formal action by the entity initiating the amendment. A public hearing is not required. All comments received during the comment period will be considered prior to implementation of the general amendment.

Hennepin County staff in the department of Housing and Economic Development may approve general amendments provided they are eligible and satisfy the objectives of the Consolidated Plan and the CDBG Program and, the public notice requirement has been satisfied.

Level 3: Substantial Amendment. A substantial amendment is one that (1) increases or decreases the amount awarded to a CDBG activity by a minimum of \$100,000 and is more than 50 percent of the original budget; or (2) changes the purpose, scope or intended beneficiaries of an activity; or (3) creates a new project.

Notification of the substantial amendment and comment period will be published in the official newspaper for the city initiating the amendment at least 30 days prior to approval of the required formal action by the entity initiating the amendment. A public hearing is not required. All comments received during the comment period will be considered prior to approving the amendment. A summary of any written comments received and a copy of the written response from the county or city will be attached to the substantial amendment. The city initiating the amendment must be approved by that city council and the Hennepin County Board.

5. **PAYMENT OF CDBG FUNDS**

The RECIPIENT agrees to provide the SUBRECIPIENT with CDBG funds not to exceed the Hennepin County authorized budget to enable the SUBRECIPIENT to carry out its CDBG-eligible activity/ies as described in Exhibit 2. It is understood that the RECIPIENT

shall be held accountable to HUD for the lawful expenditure of CDBG funds under this Agreement. The RECIPIENT shall therefore make no payment of CDBG funds to the SUBRECIPIENT and draw no funds from HUD/U.S. Treasury on behalf of a SUBRECIPIENT activity/ies, prior to having received a request for reimbursement for expenses incurred from the SUBRECIPIENT. In addition to the request form, SUBRECIPIENT shall provide copies of all documents and records needed to ensure that the SUBRECIPIENT has complied with the appropriate regulations and requirements.

All invoices shall display the COUNTY purchase order number and be sent to the central invoice receiving address supplied by the COUNTY.

The RECIPIENT'S commitment to provide SUBRECIPIENT with CDBG funds is contingent upon RECIPIENT'S receipt of such funds from HUD. The RECIPIENT shall have no obligation to contribute its own funds in place of CDBG funds not received from HUD.

6. **INDEMNITY AND INSURANCE**

- A. The SUBRECIPIENT does hereby agree to defend, indemnify, and hold harmless the RECIPIENT, its elected officials, officers, agents, volunteers and employees from and against all costs, expenses, claims, suits or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of SUBRECIPIENT and property of SUBRECIPIENT, which are caused by or sustained in connection with the tasks carried out by the SUBRECIPIENT under this Agreement.
- B. In order to protect SUBRECIPIENT and RECIPIENT from liability and to effectuate the indemnification provisions hereinabove, each SUBRECIPIENT that is not self-insured agrees that during the term of this Agreement it will carry a single limit or combined limit or excess umbrella commercial general liability policy in an amount equal to, but shall not be required to carry coverage in excess of, claim limits specified in Minnesota Statutes Section 466.04, as amended.
- C. This section shall in no way be intended by the parties hereto as a waiver of the liability limits specified in Minnesota Statutes Section 466.04, as amended.

7. **CONFLICT OF INTEREST**

- A. In the procurement of supplies, equipment, construction, and services by the SUBRECIPIENT, the conflict of interest provisions in 24 CFR 85.36 and OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance), as applicable, shall apply.
- B. In all other cases, the provisions of 24 CFR 570.611 shall apply.

8. **DATA PRIVACY**

The SUBRECIPIENT agrees to abide by the provisions of the Minnesota Government Data Practices Act and all other applicable state and federal laws, rules, and regulations

relating to data privacy or confidentiality, and as any of the same may be amended. The SUBRECIPIENT agrees to defend, indemnify and hold the RECIPIENT, its elected officials, officers, agents, volunteers and employees harmless from any claims resulting from the SUBRECIPIENT'S unlawful disclosure and/or use of such protected data.

9. **SUSPENSION OR TERMINATION**

- A. If the SUBRECIPIENT materially fails to comply with any term of this Agreement or so fails to administer the work as to endanger the performance of this Agreement, this shall constitute noncompliance and default. Unless the SUBRECIPIENT'S default is excused by the RECIPIENT, the RECIPIENT may take one or more of the actions prescribed in 24 CFR 85.43, including the option of immediately canceling this Agreement in its entirety.
- B. The RECIPIENT'S failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- C. This Agreement may be cancelled with or without cause by either party upon thirty (30) days' written notice according to the provisions in 24 CFR 85.44.
- D. CDBG funds allocated to the SUBRECIPIENT under this Agreement may not be obligated or expended by the SUBRECIPIENT following such date of termination. Any funds allocated to the SUBRECIPIENT under this Agreement which remain unobligated or unspent following such date of termination shall automatically revert to the RECIPIENT.

10. **REVERSION OF ASSETS**

Upon expiration or termination of this Agreement, the SUBRECIPIENT shall transfer to the RECIPIENT any CDBG funds on hand or in the accounts receivable attributable to the use of CDBG funds, including CDBG funds provided to the SUBRECIPIENT in the form of a loan. Any real property under the control of the SUBRECIPIENT that was acquired or improved, in whole or in part, using CDBG funds in excess of \$25,000 shall either be:

- A. Used to meet one of the national objectives in 24 CFR 570.208 and not used for the general conduct of government until:
 - (1) For units of general local government, five years from the date that the unit of general local government is no longer considered by HUD to be a part of Urban Hennepin County.
 - (2) For any other SUBRECIPIENT, five years after expiration of this Agreement;
or
- B. Not used in accordance with A. above, in which event the SUBRECIPIENT shall pay to the RECIPIENT an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. The payment is program income to

the RECIPIENT. No payment is required after the period of time specified in A. above.

11. **PROCUREMENT**

The SUBRECIPIENT shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity/ies. Procurement shall be carried out in accordance with the "Common Rule" Administrative Requirements in 24 CFR 85 and all provisions of the CDBG Regulations in 24 CFR 570 (the most restrictive of which will take precedence). The SUBRECIPIENT shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and documents, enter into all contracts, and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the above described procurement requirements. The RECIPIENT shall provide advice and staff assistance to the SUBRECIPIENT to carry out its CDBG-funded activity/ies.

12. **ACQUISITION, RELOCATION, AND DISPLACEMENT**

- A. The SUBRECIPIENT shall be responsible for carrying out all acquisitions of real property necessary for implementation of the activity/ies. The SUBRECIPIENT shall conduct all such acquisitions in its name, or in the name of any of its public, governmental, nonprofit agencies as authorized by its governing body, which shall hold title to all real property purchased. The SUBRECIPIENT shall be responsible for preparation of all notices, appraisals, and documentation required in conducting acquisition under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as required under 49 CFR Part 24 and of the CDBG Program. The SUBRECIPIENT shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. The RECIPIENT shall provide advice and staff assistance to the SUBRECIPIENT to carry out its CDBG-funded activity/ies.
- B. The SUBRECIPIENT shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as required under 24 CFR 570.606(a) and HUD implementing regulations at 24 CFR 42; the requirements in 24 CFR 570.606(b) governing the residential antidisplacement and relocation assistance plan under section 104(d) of the Housing and Community Development Act of 1974 (the Act); the relocation requirements of 24 CFR 570.606(c) governing displacement subject to section 104(k) of the Act; and the requirements of 24 CFR 570.606(d) governing optional relocation assistance under section 105(a)(11) of the Act.

13. **ENVIRONMENTAL REVIEW**

The RECIPIENT shall determine the level of environmental review required under 24 CFR Part 58 and maintain the environmental review record on all activities. The SUBRECIPIENT shall be responsible for providing necessary information, relevant documents, and public notices to the RECIPIENT to accomplish this task.

14. **LABOR STANDARDS, EMPLOYMENT, AND CONTRACTING**

The RECIPIENT shall be responsible for the preparation of all requests for HUD for wage

rate determinations on CDBG activities undertaken by the SUBRECIPIENT. The SUBRECIPIENT shall notify the RECIPIENT prior to initiating any activity, including advertising for contractual services which will include costs likely to be subject to the provisions on Federal Labor Standards and Equal Employment Opportunity and related implementing regulations. The RECIPIENT will provide technical assistance to the SUBRECIPIENT to ensure compliance with these requirements.

No CDBG funds shall be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24. Prior to awarding a contract, the SUBRECIPIENT shall promptly notify the RECIPIENT. The RECIPIENT shall be responsible for determining the status of the contractor under this requirement, and shall notify SUBRECIPIENT if the contractor is or is not prohibited from doing business with the Federal government as a result of debarment or suspension proceedings.

15. **PROGRAM INCOME**

If the SUBRECIPIENT generated any program income, as defined in 24 CFR 570.500, as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504 shall apply, as well as the following specific stipulations:

- A. The SUBRECIPIENT will notify the RECIPIENT of any program income within ten (10) days of the date such program income is generated. When program income is generated by an activity only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.
- B. On a form to be provided by the RECIPIENT, the SUBRECIPIENT will document amounts received as program income are properly determined, calculated and supported. The RECIPIENT will subsequently review and verify documentation to assure Federal requirements are met.
- C. Any such program income must be paid to the RECIPIENT by the SUBRECIPIENT as soon as feasible after such program income is generated unless the SUBRECIPIENT is permitted to retain program income.
- D. Program income returned to the RECIPIENT shall be credited to the grant authority of SUBRECIPIENT, whose project generated the program income, and shall be used for fundable and eligible CDBG activities consistent with this Agreement.
- E. Program income shall be expended by the SUBRECIPIENT within one year of receipt by the RECIPIENT.
- F. The SUBRECIPIENT further recognizes that the RECIPIENT has the responsibility for monitoring and reporting to HUD on the use of any such program income. The responsibility for appropriate record keeping by the SUBRECIPIENT and reporting to the RECIPIENT by the SUBRECIPIENT on the use of such program income is hereby recognized by the SUBRECIPIENT. The RECIPIENT agrees to provide technical assistance to the SUBRECIPIENT in establishing an appropriate and proper record-keeping and reporting system, as required by HUD.

- G. In the event of close-out or change in status of the SUBRECIPIENT, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to RECIPIENT as soon as feasible after the income is received. The RECIPIENT agrees to notify the SUBRECIPIENT, should closeout or change in status of the SUBRECIPIENT occur.

16. **USE OF REAL PROPERTY**

The following standards shall apply to real property under the control of the SUBRECIPIENT that was acquired or improved, in whole or in part, using CDBG funds:

- A. The SUBRECIPIENT shall inform the RECIPIENT at least thirty (30) days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition. The SUBRECIPIENT will comply with the requirements of 24 CFR 570.505 to provide affected citizens the opportunity to comment on any proposed change and to consult with affected citizens.
- B. The SUBRECIPIENT shall reimburse the RECIPIENT in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the RECIPIENT at the time of sale or transfer of the property referenced herein. Fair market value shall be established by a current written appraisal by a qualified appraiser. The RECIPIENT will have the option of requiring a second appraisal after review of the initial appraisal.
- C. Any program income generated from the disposition or transfer of real property prior to or subsequent to the close-out, change of status or termination of the Joint Cooperation Agreement between the RECIPIENT and the SUBRECIPIENT shall be repaid to the RECIPIENT at the time of disposition or transfer of the property.

17. **ADMINISTRATIVE REQUIREMENTS**

The uniform administrative requirements delineated in 24 CFR 570.502 and any and all administrative requirements or guidelines promulgated by the RECIPIENT shall apply to all activities undertaken by the SUBRECIPIENT provided for in this Agreement and to any program income generated therefrom.

18. **AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY**

- A. During the performance of this Agreement, the SUBRECIPIENT agrees to the following: In accordance with the Hennepin County Affirmative Action Policy and the County Commissioners' Policies Against Discrimination, no person shall be excluded from full employment rights or participation in, or the benefits of, any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national

origin; and no person who is protected by applicable federal or state laws against discrimination shall be otherwise subjected to discrimination.

- B. The SUBRECIPIENT will furnish all information and reports required to comply with the provisions of 24 CFR Part 570 and all applicable state and federal laws, rules, and regulations pertaining to discrimination and equal opportunity.

19. **NON-DISCRIMINATION BASED ON DISABILITY**

- A. The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, to ensure that no otherwise qualified individual with a handicap, as defined in Section 504, shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination by the SUBRECIPIENT receiving assistance from the RECIPIENT under Section 106 and/or Section 108 of the Housing and Community Development Act of 1974, as amended.
- B. When and where applicable, the SUBRECIPIENT shall comply with, and make best efforts to have its third party providers comply with, Public Law 101-336 Americans With Disabilities Act of 1990, Title I "Employment," Title II "Public Services" - Subtitle A, and Title III "Public Accommodations and Services Operated By Private Entities" and all ensuing federal regulations implementing said Act.

20. **LEAD-BASED PAINT**

The SUBRECIPIENT shall comply with the Lead-Based Paint notification, inspection, testing and abatement procedures established in 24 CFR 570.608.

21. **FAIR HOUSING**

In accordance with the Fair Housing Act, Community Development Block Grant recipients are required to administer all programs and activities in a manner to affirmatively further the policies of the Fair Housing Act. The RECIPIENT has certified to HUD that it will affirmatively further fair housing within its jurisdiction. Should HUD make a determination that the SUBRECIPIENT has not affirmatively furthered fair housing or has impeded action by the RECIPIENT to comply with its fair housing certification, the RECIPIENT shall exercise its authority, as contained in the Joint Cooperation Agreement, to prohibit the SUBRECIPIENT from receiving CDBG funding for any activities until the violation has been remedied.

22. **LOBBYING**

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

23. **USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES**

SUBRECIPIENT has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

24. **OTHER CDBG POLICIES**

The SUBRECIPIENT shall comply with the applicable section of 24 CFR 570.200, particularly sections (b) (Special Policies Governing Facilities); (c) (Special Assessments); (f) (Means of Carrying out Eligible Activities); and (j) (Faith-Based Activities).

25. **TECHNICAL ASSISTANCE**

The RECIPIENT agrees to provide technical assistance to the SUBRECIPIENT in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures and project management. This assistance will be provided as requested by the SUBRECIPIENT and at other times at the initiative of the RECIPIENT when new or updated information concerning the CDBG Program is received by the RECIPIENT and deemed necessary to be provided to the SUBRECIPIENT.

26. **RECORD-KEEPING**

The SUBRECIPIENT shall maintain records of the receipt and expenditure of all CDBG funds, such records to be maintained in accordance with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance) and the "Common Rule" Administrative Requirements in 24 CFR 85 and in accordance with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance), as applicable. All records shall be made available upon request of the RECIPIENT for inspection/s and audit/s by the RECIPIENT or its representatives. If a financial audit/s determines that the SUBRECIPIENT has improperly expended CDBG funds, resulting in the U.S. Department of Housing and Urban Development (HUD) disallowing such expenditures, the RECIPIENT reserves the right to recover from the SUBRECIPIENT such disallowed expenditures from non-CDBG sources. Audit procedures are specified below in Section 28 of this AGREEMENT.

27. **ACCESS TO RECORDS**

The RECIPIENT shall have authority to review any and all procedures and all materials, notices, documents, etc., prepared by the SUBRECIPIENT in implementation of this Agreement, and the SUBRECIPIENT agrees to provide all information required by any person authorized by the RECIPIENT to request such information from the SUBRECIPIENT for the purpose of reviewing the same.

28. **AUDIT**

The SUBRECIPIENT agrees to provide RECIPIENT with an annual audit consistent with the Single Audit Act OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance) and, to certify and assure compliance with the financial standards as set forth in Exhibit 2 to this AGREEMENT.

- A. The SUBRECIPIENT agrees to provide RECIPIENT with an annual audit consistent with the requirements as stated in the first paragraph of this section above. The audit shall be completed and submitted to RECIPIENT within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.
- B. RECIPIENT will issue a management decision on audit findings within six months after receipt of the audit report and ensure that the recipient takes appropriate and timely corrective action.
- C. In those instances where less than \$750,000 in assistance is expended from all Federal sources in any one fiscal year, and a single audit is not required, the RECIPIENT requests the following information within the same timeframe as in A., above: (1) annual financial statements, (2) independent auditor's report on internal control over financial reporting based on an audit of financial statements performed in accordance with government auditing standards, and (3) the Management Letter.
- D. The cost of the audit is not reimbursable from CDBG funds.
- E. The RECIPIENT reserves the right to recover from the SUBRECIPIENT'S non-CDBG funds any CDBG expenses which are disallowed by an audit.
- F. Assurance and certification by the Chief Financial Officer for the SUBRECIPIENT regarding its financial management system is attached hereto as Exhibit 1 and incorporated herein by reference.

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RECIPIENT EXECUTION

The Hennepin County Board of Commissioners having duly approved this Agreement on _____ pursuant to Resolution No _____ and the proper County officials having signed this Agreement, the RECIPIENT agrees to be bound by the provisions herein set forth.

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN
STATE OF MINNESOTA
By:

Reviewed for COUNTY by:

ATTEST:

Board Resolution No:
{{*BoardResolution_es_:signer6:brs}}

By:

Document Assembled by:

SUBRECIPIENT EXECUTION

SUBRECIPIENT, having signed this Agreement, and the SUBRECIPIENT'S governing body having authorized such approval and the proper city official having signed this Agreement, SUBRECIPIENT agrees to be bound by the provisions of this Agreement.

By entering into this Agreement the SUBRECIPIENT certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of debarment or suspension proceedings.

SUBRECIPIENT warrants that the person who executed this Agreement is authorized to do so on behalf of SUBRECIPIENT as required by applicable articles, bylaws, resolutions or ordinances.*

By:

The City is organized pursuant to:

By:

By:

*SUBRECIPIENT represents and warrants that it has submitted to RECIPIENT all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

**CITY SUBRECIPIENT AGREEMENT
URBAN HENNEPIN COUNTY
2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**EXHIBIT 1
ASSURANCE AND CERTIFICATION**

SUBRECIPIENT COMPLIANCE

SUBRECIPIENT shall comply with the Single Audit Act, OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance). SUBRECIPIENT shall maintain a system of internal control over all programs in order to demonstrate compliance with the Single Audit Act, Uniform Grant Guidance and other pertinent laws and regulations. SUBRECIPIENT shall respond to audit findings, questioned costs or other compliance measures issues which may include taking requisite corrective action, executing necessary documents and other requirements;

If SUBRECIPIENT is a nonprofit organization, SUBRECIPIENT's signature on this Agreement assures and certifies it has met federal, state and local requirements regarding SUBRECIPIENT's financial management system.

SUBRECIPIENT is hereby notified of the following Federal Award Identification Information:

1. Subrecipient name (which must match registered name in DUNS): CITY OF MINNETONKA
2. Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS) number): 005202874
3. Federal Award Identification Number (FAIN): [Click here to enter text.](#)
4. Federal Award Date (see § 200.39 Federal award date): To be determined
5. Subaward Period of Performance Start and End Date:
6. Amount of Federal Funds Obligated by this action: \$125,839
7. Total Amount of Federal Funds Obligated to the Subrecipient: \$
8. Total Amount of the Federal Award: \$
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): See activities in Exhibit 2.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official: U.S. Department of Housing and Urban Development, Hennepin County, tyler.moroles@hennepin.us
11. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement: 14.218, Community Development Block Grant
12. Identification of whether the award is R&D: Not R&D
R&D means Research and Development. OMB Uniform Grant Guidance defines "Research" as the systematic study directed toward fuller scientific knowledge or understanding of the subject studied. "Development" is defined as the systematic use of knowledge or understanding gained from research.

13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs) and: Indirect costs not applicable.
14. Identification of whether the award is used as loans or loan guarantees: The award is not a loan or loan guarantee project

As applicable, SUBRECIPIENT shall confirm in writing that SUBRECIPIENT did not expend \$750,000 or more in total federal funds in a fiscal year. If SUBRECIPIENT expends \$750,000 or more of federal funds in a fiscal year, SUBRECIPIENT shall complete financial and compliance audits in accordance with the Single Audit Act and/or OMB Uniform Grant Guidance, as applicable. SUBRECIPIENT shall cooperate fully in the following:

1. During the term of this Agreement and as necessary after the expiration of this Agreement, to ensure compliance with applicable law, SUBRECIPIENT agrees to provide an annual audit report consistent with the provisions of the Single Audit Act and/or OMB Uniform Grant Guidance in accordance with government auditing standards, as applicable, within nine (9) months after SUBRECIPIENT's fiscal year-end. The cost of an audit is not reimbursable from funds received through this Agreement.
2. SUBRECIPIENT shall provide all information requested by COUNTY and report as directed by COUNTY.

As applicable, SUBRECIPIENT shall maintain property records that include a description of the applicable property, a serial number or other identification number, the source of the property, who holds title, the acquisition date and cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property. SUBRECIPIENT shall make said records available to COUNTY within five (5) business days of COUNTY's written request.

Failure to comply with the above requirements may result in forfeiture of funds. Without limiting any other remedies available at law, COUNTY reserves the right to recover from SUBRECIPIENT the full amount of any funds found to be improperly expended or otherwise disallowed.

We certify and assure that we are in compliance with the above conditions.

Specifically, our organization's financial management system provides for the following:

1. Accurate, current, and complete disclosure of the financial results of each federally sponsored project or program in accordance with the reporting requirements set forth in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance).
2. Records that identify adequately the source and application of funds for federally sponsored activities. These records contain information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.
3. Effective control over and accountability for all funds, property, and other assets. These assets are adequately safeguarded and are used solely for authorized purposes.
4. Comparison of actual outlays with budget amounts for each grant or other agreement and, whenever appropriate or required, comparisons of financial information with performance and unit cost data.

5. Procedures to minimize the elapsed time between the transfer of funds from the county to our organization and the disbursement of funds by our organization.
6. Procedures for determining the reasonableness, allowability, and allocability of costs in accordance with the provisions of the applicable federal cost principles and the terms of the grant or other agreement.
7. Accounting records that are supported by source documentation.
8. Annual audits by a firm of independent certified public accountants to ascertain the effectiveness of the financial management systems and internal procedures that we have established to meet the terms and conditions of the federal grants and other agreements. The audits are conducted on an organization-wide basis and include an appropriate sampling of federal agreements.
9. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.
10. Organizations (subrecipients) that receive CDBG funds from us are required to comply with the financial management standards set forth in this certification.

DRAFT

**CITY SUBRECIPIENT AGREEMENT
URBAN HENNEPIN COUNTY
2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**EXHIBIT 2
ACTIVITIES ADMINISTERED BY SUBRECIPIENT**

DRAFT

**CITY SUBRECIPIENT AGREEMENT
 URBAN HENNEPIN COUNTY
 2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**EXHIBIT 3
 ACTIVITIES ADMINISTERED BY OTHER AGENCY**

Activity	Provider	CDBG National Objective	Anticipated Goal Outcomes	Required Documentation	Expenses Eligible for Reimbursement	Budget
Homeowner Rehabilitation Assistance	Hennepin County	Low/Mod Housing	9 units	NA - other agency to collect	NA - other agency to seek reimbursement	\$ 125,839

DRAFT

Resolution No. 2023-

Resolution approving the application for 2023-2024 Urban Hennepin County CDBG program funds and authorizing negotiation and execution of subrecipient agreement with Hennepin County and any third party agreements.

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

Section 1. Background.

- 1.01. The City of Minnetonka, through execution of a Joint Cooperation Agreement with Hennepin County, is cooperating in the Urban Hennepin County Community Development Block Grant Program.
- 1.02. The City of Minnetonka has developed a proposal for the use of 2023-2024 Urban Hennepin County Community Development Block Grant funds.
- 1.03. In accordance with the CDBG citizen participation plan, the city has held a public hearing and 30 day comment period to obtain the views of citizens on the proposed use of those funds.

Section 2. Council Action.

- 2.01. The city council of Minnetonka approves the following project(s) for funding from the 2023-2024 Urban Hennepin Community Development Block Grant Program and authorizes submittal of the proposal to Urban Hennepin County/Consolidated Pool.

<u>Activity</u>	<u>Budget</u>
Single Family Home Rehabilitation	\$125,839

- 2.02. The city council hereby authorizes and directs the mayor and acting city manager to negotiate and execute a subrecipient agreement and any required third-party agreement on behalf of the city to implement 2023-2024 CDBG programming.
- 2.03. Should the actual amount of the HUD FY 2023-2024 funding to the city be different from the preliminary amount provided to the city, the city council hereby authorizes the acting city manager to adjust the following activity budget(s) proportionally to reflect the actual amount of funding available.

<u>Activity</u>	<u>Budget</u>
Single Family Home Rehabilitation	\$125,839

Adopted by the City Council of the City of Minnetonka, Minnesota, on Feb. 27, 2023.

Brad Wiersum, Mayor

Attest:

Becky Koosman, City Clerk

Action on this resolution:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a meeting held on Feb. 27, 2023.

Becky Koosman, City Clerk



**City Council Agenda Item 14A
Meeting of Feb. 27, 2023**

Title: Agreement with Hennepin County to participate in the Elevate Hennepin program

Report from: Rob Hanson, EDFP, Economic Development Coordinator

Submitted through: Mike Funk, City Manager
Julie Wischnack, AICP, Community Development Director

Action Requested: Motion Informational Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Other N/A
Votes needed: 4 votes 5 votes N/A Other

Summary Statement

This agreement authorizes the City of Minnetonka to participate in and support the Elevate Hennepin program with Open to Business as a resource navigator. Elevate Hennepin is a business consulting platform that draws together over 20 professional consultants to offer free expert support to local businesses in various areas.

Recommended Action

Approve the agreement and authorize the negotiation of any related sub-agreements

Strategic Profile Relatability

Financial Strength & Operational Excellence Safe & Healthy Community
 Sustainability & Natural Resources Livable & Well-Planned Development
 Infrastructure & Asset Management Community Inclusiveness
 N/A

Financial Consideration

Is there a financial consideration? No Yes \$40,000 (2- year commitment)
Financing sources: Budgeted Budget Modification New Revenue Source
 Use of Reserves Other

The funds for these initiatives would be from the development fund.

Background

In 2020, Hennepin County announced [Elevate Hennepin](#) a new public/private initiative offering pro bono services to businesses in Hennepin County. The program intended to assist businesses impacted by COVID-19 and civil unrest. Hennepin County initially funded the initiative with a portion of its CARES Act allotment.

The program has grown and aims to not only help entrepreneurs recover from the impacts of the pandemic but to grow and build successful businesses long into the future. Elevate Hennepin features more than 20 diverse professional business advisors and specialized consultants (including Open to Business). Businesses can access 25 hours of free business resources, including one-on-one consulting services, events and webinars, peer connections, and other business resources. In 2022, 15 unique businesses in Minnetonka received over 127 hours of one-on-one technical assistance through the platform.

Due to high demand and the continued growth of the consultant pool of the Elevate Hennepin platform, Hennepin County staff approached the city about providing \$10,000 annually to support the platform. The proposed annual contribution would ensure that the platform continues to offer free consulting services to local businesses and accommodate future growth of services and the consultant pool.

Relationship with Open to Business

Hennepin County has decided to expand its consulting service provider base and informed the city that they would no longer provide financial assistance (matching grant) for cities to participate in the Open to Business program. Moving forward, Minnetonka would be required to pay \$10,000 annual service fee to continue working with MCCD's Open to Business Program.

Feedback from businesses indicates that having Open to Business is effective in assisting businesses to get the resources they need. Additionally, Open to Business staff currently provides bilingual monthly virtual office hours, which are well attended. Since May 2022, there have been over 18 client consultations, resulting in over 103 hours of consulting time through those virtual office hours. Of those clients, nine identified as women entrepreneurs, seven identified as BIPOC entrepreneurs, and eight identified as low-wealth entrepreneurs (having income range less than 80% AMI). Industries commonly served through the program include food, retail, health/fitness, and services.

Proposed Service Agreement

Under the proposed agreement with Hennepin County, Minnetonka would contract directly with Hennepin County and use the Elevate Hennepin platform as the "go-to" business consulting services provider for residents and entrepreneurs. Hennepin County would offer technical assistance and cohort programming at no cost to businesses and entrepreneurs located within Minnetonka through the contract term. The cost for this service would be \$10,000 annually.

Recognizing the importance of Open to Business to Minnetonka residents and businesses, Hennepin County and city staff have proposed that Open to Business serves as an "Elevate Business Navigator." Through this arrangement, Open to Business would subcontract with Hennepin County and continue to serve as the first point of contact for any city entrepreneurs and assist with intake and referral to qualified advisors and resources. The proposed fee for this additional service is \$10,000 annually in addition to the \$10,000 base-level fee for support of the

Subject: Agreement to participate in Elevate Hennepin

Elevate Hennepin platform. The total cost to the city would be \$20,000 annually. The proposed agreement is from January 1, 2023, through 2024.

Attachments:

Agreement with Hennepin County to Participate in Elevate Hennepin

Supplemental:

Sub agreement between Hennepin County and the Metropolitan Consortium of Community Developers – Open to Business

AGREEMENT FOR ELEVATE HENNEPINSM PROGRAMMING

This Agreement (“Agreement”) is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of its Housing and Economic Development Department, 701 Fourth Avenue South, Suite 400, Minneapolis, MN 55415 (“COUNTY”) and the City of Minnetonka, 14600 Minnetonka Blvd, Minnetonka, Minnesota, 55345 (“CITY”), both political subdivisions of the State of Minnesota (“Parties”).

RECITALS

WHEREAS, Hennepin County Board Resolution No. 21-0370 authorized up to \$19 million of pandemic recovery funding, made possible by Federal American Rescue Plan Act, reclassified by Hennepin County Board Resolution 22-0136 to pandemic recovery activities to be used for eligible costs, operations, staffing, and services to advance equitable economic recovery strategies, including small business technical assistance and specialized consulting to address the needs of businesses impacted by the public health emergency; and

WHEREAS, the Parties recognize a need for inter-governmental cooperation to effectively and equitably promote and sustain the Elevate HennepinSM program (“the Program”), a suite of small business programming that provides aspiring entrepreneurs and local businesses based in Hennepin County with inclusive access to professional consulting, a network of over twenty culturally diverse small business technical experts, and targeted cohort-based programming for businesses at specific stages of growth, all of which are available through a website that provides one-stop access to a wide variety of events, trainings, loans, grants, and other small business resources offered by multiple agencies; and

WHEREAS, this inter-governmental cooperation represents a multijurisdictional program designed to promote economic development and job creation; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Minnesota Statute § 383B.79 and other applicable law.

NOW THEREFORE, the Parties agree to cooperate in the implementation and promotion of the Program as follows:

1. TERM AND COST OF THE AGREEMENT

This Agreement shall commence on March 22, 2023 and expire on December 31, 2024 unless cancelled or terminated earlier in accordance with the provisions herein.

CITY shall pay COUNTY in accordance with this Agreement an annual fee of **Twenty Thousand Dollars and no/100 (\$20,000.00) in 2023, and Twenty Thousand Dollars and no/100 (\$20,000.00) in 2024**. The total cost of this Agreement, including all reimbursable expenses, shall not exceed **Forty Thousand Dollars and no/100 (\$40,000.00)**.

2. SERVICES TO BE PROVIDED

- A. COUNTY shall maintain the Program as described above, offering technical assistance and cohort programming, available at no-cost to qualifying businesses and entrepreneurs located in CITY throughout the contract term. COUNTY shall provide CITY with an annual report documenting the number of business clients served by the Program, aggregate demographics of business clients, and other Program information to assist CITY is measuring outcomes.
- B. COUNTY shall provide CITY with branding guidelines and communication toolkits to promote the Program on the CITY's website, newsletter, social media, and other communication channels. COUNTY shall promote and recognize CITY as an Elevate HennepinSM sponsor and include recognition of CITY on the website promoting all COUNTY Elevate HennepinSM programming.

COUNTY shall use CITY funds from this Agreement to subcontract with Minneapolis Consortium of Community Developers in the amount of Ten Thousand Dollars and no/100 (\$10,000.00) per year in 2023 and 2024 to provide additional Elevate Hennepin Navigator services including serving as the first point of contact for CITY's businesses, facilitating client intake and referrals, reporting, networking, and providing other support to CITY.

CITY shall promote Elevate HennepinSM on the CITY's website, newsletters, social media, and other forms of communications, as appropriate and following the directives in Section 19 of this Agreement, and shall follow COUNTY's branding guidelines, as directed by COUNTY. CITY shall make best efforts to coordinate communications with COUNTY and provide a quarterly update on CITY's promotional and communication efforts, on a form provided by COUNTY.

- C. CITY confirms, transfers, assigns, and conveys to COUNTY all right, title, and interest in all intellectual property which CITY may create, conceive, develop, or originate, either individually or jointly with others, and which arises out of the performance of this Agreement, including but not limited to copyrights, patents, trade secrets, trademarks, service marks, and rights in data or other technology ("Intellectual Property Rights"). As applicable, all works of authorship created by CITY for COUNTY in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act. CITY shall, upon request of COUNTY, execute all papers and perform all other acts necessary to assist COUNTY to establish, protect, and preserve COUNTY's Intellectual Property Rights.

For clarification, each party shall retain ownership of intellectual property developed prior to or outside of this Agreement ("Pre-existing IP"). However, and as applicable, COUNTY grants CITY a royalty-free license to use COUNTY's Elevate HennepinSM IP solely for the purposes and duration of this Agreement. Any use of the Elevate HennepinSM name and/or IP that is not expressly permitted by this Agreement

(including without limitation any use of the Elevate HennepinSM name or IP in connection with products sold under any third-party private label) is prohibited without the prior written consent of COUNTY. CITY recognizes and acknowledges that all right, title, and interest in and to the Elevate HennepinSM and Elevate HennepinSM IP is the property of COUNTY. The Elevate HennepinSM name and Elevate HennepinSM IP are provided on an “as is” basis.

- D. CITY agrees that it will immediately cease all use of the Elevate HennepinSM name and any Elevate HennepinSM IP upon termination of this Agreement.
- E. Should COUNTY rename or rebrand the Elevate HennepinSM Program at any point as described in Section 12.B., the terms and obligations under this Section remain in force and will be applicable to the Program IP under COUNTY’s chosen name or brand.

3. PAYMENT FOR SERVICES

COUNTY shall invoice CITY on an annual basis by December 15. CITY shall provide payment by the end of each calendar year. In the event this Agreement is terminated early by either party in accordance with this Agreement, CITY shall be responsible for payment to COUNTY of a portion of any unpaid annual cost, prorated through the date notice of termination was provided.

4. CONTRACT ADMINISTRATION

To coordinate the services of COUNTY and CITY so as to accomplish the purposes of this Agreement, (Alisha Gray, Economic Development and Housing Manager), or successor (“Contract Administrator”), shall manage this Agreement on behalf of CITY and serve as liaison between CITY and COUNTY.

Patricia Fitzgerald, Community and Economic Development Director, Hennepin County Housing and Economic Development, 701 4th Avenue South, Suite 400, Minneapolis, MN 55415, or successor, shall manage the Agreement on behalf of COUNTY.

5. INDEPENDENT CONTRACTORS

CITY and COUNTY shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CITY as the agent, representative, or employee of COUNTY for any purpose. CITY and COUNTY are and shall remain independent contractors for all services performed under this Agreement. CITY and COUNTY shall secure at their own expense all personnel required in performing services under this Agreement. CITY’s personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of

COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of CITY's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of applicable law, against CITY, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, CITY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting procedures and practices of the parties and involve transactions relating to this Agreement. The parties shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.

7. DEFAULT AND CANCELLATION/TERMINATION

Notwithstanding any provision of this Agreement, either Party may withdraw from this Agreement before the expiration date of December 31, 2024. Notice shall be effective upon delivery to the contact managers for each Party listed in Section 4 of this Agreement of a copy of the resolution of the Party's governing body, or a copy of the Party's appropriate administrative authority, indicating its intent to withdraw from this Agreement.

If CITY or COUNTY fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, that Party shall be in default. Unless the default is excused in writing by the non-defaulting Party, the non-defaulting Party may upon written notice immediately cancel or terminate this Agreement in its entirety.

Each Party shall attempt to resolve disputes related to this Agreement in good faith.

8. INDEMNIFICATION

Each Party to this Agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, employees or agents. Each Party hereby agrees to indemnify, hold harmless and defend the other, its officers, employees or agents, against any and all liability, loss, costs,

damages, expenses, claims or actions, including attorney's fees which the other Party, its officers, employees or agents may sustain, incur or be required to pay, arising out of or by reason of any act or omission of the indemnifying Party, its officers, employees or agents, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. Liability of the Parties shall be governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws.

Under no circumstances, however, shall a Party be required to pay on behalf of itself and the other Party, any amounts in excess of the limits on liability established in Minnesota Municipal Tort Liability Act, Minn. Stat. Ch. 466, applicable to any one Party. The limits of liability for one or both of the Parties may not be added together to determine the maximum amount of liability for any Party.

9. INSURANCE

Each Party shall maintain public liability coverage protecting itself, its Board, officers, agents, employees and duly authorized volunteers against any unusual and customary public liability claims in amounts which shall, at a minimum, comply with Minn. Stat. § 466.04 and the Workers' Compensation law and shall be in accordance with Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement. The Parties may satisfy this requirement through a program of self-insurance.

10. DATA PRIVACY

- A. The Parties, their agents, employees, and any of their subcontractors, in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to chapter 13. Each Party shall promptly notify the other if either Party becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, related to services performed under this Agreement.
- B. In addition to the foregoing MGDPA and other applicable law obligations, CITY shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, "County Data" means any data or information, and any copies thereof, created by CITY or acquired by CITY from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If CITY has access to or possession/control of County Data, CITY shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards

and such COUNTY policies, procedures, rules and directions, CITY shall notify COUNTY of the inconsistency and follow COUNTY direction. CITY shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying CITY's indemnification obligations herein.

C. INTENTIONALLY OMITTED.

D. Upon expiration, cancellation or termination of this Agreement:

- (1) At the discretion of COUNTY and as specified in writing by the Contract Administrator, CITY shall deliver to the Contract Administrator all County Data so specified by COUNTY.
- (2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits CITY to retain copies of the County Data, CITY shall not, without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.
- (3) Except to the extent required by law or as agreed to by COUNTY, CITY shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, CITY shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY.

11. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CITY and COUNTY each bind themselves, their partners, successors, assigns and legal representatives to each other for all covenants, agreements and obligations herein.
- B. Neither CITY nor COUNTY shall assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of the other Party. Permission to assign, however, shall under no circumstances relieve the assigning Party of its liabilities and obligations under the Agreement. Nothing in this Agreement shall prevent COUNTY from renaming or rebranding the Elevate HennepinSM Program during or after the term of this Agreement, and such renaming or rebranding will not affect the obligations of the Parties or the terms of this Agreement.

- C. CITY shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve CITY of its liabilities and obligations under the Agreement. Further, each Party shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between either Party and each of their subcontractors shall require that the subcontractor's services be performed in accordance with this Agreement. The Parties shall make contracts between them and any subcontractors available upon request from the other Party.

12. MERGER, MODIFICATION AND SEVERABILITY

The entire Agreement between the Parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail. The Parties are each bound by their own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties. Except as expressly provided, the substantive legal terms contained in this Agreement, including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

13. DUTY TO NOTIFY

Each Party shall promptly notify the other of any demand, claim, action, cause of action or litigation brought against either Party, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement. Each Party shall also notify the other whenever a party has a reasonable basis for believing that it and/or its employees, officers, agents or subcontractors, and/or the other party, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

14. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions

include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CONTRACTORS; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA PRIVACY AND SECURITY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

15. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. Each Party shall comply with all applicable law, conditions of any funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. Each Party certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings. Both Parties shall immediately notify the other if that Party is debarred or suspended during the term of this Agreement.

16. NOTICES

Unless the Parties otherwise agree in writing, any notice or demand which must be given or made by a Party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in Section 4 of this Agreement. Notice to CITY shall be sent to the address stated in Section 4 of this Agreement.

17. CONFLICTS OF INTEREST

Each Party affirms that to the best of its knowledge, its involvement in this Agreement does not result in a conflict or potential conflict of interest with any Party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to either Party, that Party shall immediately notify the other of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise the other Party whether it will or will not resign from the other engagement or representation. Unless waived by the non-conflicted Party, a conflict or potential conflict may, in the non-conflicted Party's discretion, be cause for cancellation or termination of this Agreement.

18. MEDIA OUTREACH

COUNTY shall provide media toolkits including, but not limited to, sample social media posts to CITY. COUNTY shall also provide Program brand guidance to CITY, which CITY shall follow. For clarification and not limitation, all Outreach shall be provided by COUNTY prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising,

marketing, promotions, client lists, civic/community events or opportunities, and/or other forms of outreach created for CITY pursuant to this Agreement that reference or otherwise use the term “Hennepin County” or any derivative thereof; or (ii) that directly or indirectly relate to, reference, or concern the County of Hennepin, this Agreement, the services performed hereunder, or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

19. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

COUNTY ADMINISTRATOR APPROVAL

Reviewed for COUNTY by
the County Attorney's Office:

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COUNTY OF HENNEPIN
STATE OF MINNESOTA

By:

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Reviewed for COUNTY by:

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**AMENDMENT NO. 1 to AGREEMENT NO.
PR00004288**

This Amendment No. 1 to Agreement No. PR00004288 is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of its Housing and Economic Development Department, 701 Fourth Avenue South, Suite 400, Minneapolis, MN 55415 (“COUNTY”), and Metropolitan Consortium of Community Developers, 3137 Chicago Ave S, Minneapolis, Minnesota 55407, a nonprofit corporation (Domestic) organized under the laws of Minnesota) (“CONTRACTOR”).

The parties agree that Agreement No. PR00004288 is amended as follows:

1. Section 1. Term and Cost of the Agreement, shall be amended to read:

CONTRACTOR shall furnish business advisory services to COUNTY commencing January 1, 2023, through program year 1 ending December 31, 2023, and through program year two ending December 31, 2024, unless cancelled, terminated, or extended in accordance with the provisions herein.

Program years are for the purposes of this Agreement defined as follows:

- Year 1: January 1, 2023 – December 31, 2023
- Year 2: January 1, 2024 – December 31, 2024

Except as specifically authorized in this section, the original not to exceed amount of this Agreement of XXXXXX Thousand Dollars and no/100 (\$xxx,000.00) shall be increased by an additional Twenty Thousand Dollars and no/100 (\$20,000.00) in program Year 1, and another Twenty Thousand and no/100 Dollars (\$20,000.00) in program Year 2, for a total not to exceed amount of XXXXXX Thousand Dollars and no/100 (\$xxxx,000.00). COUNTY’s obligation to pay CONTRACTOR the additional Twenty Thousand Dollars per program year is contingent upon financial contributions from the Cities of Bloomington and Minnetonka.

CONTRACTOR shall be paid an hourly rate of \$100 per hour for contractual services actually performed and a flat fee for administrative services as specified in Attachment A. COUNTY will provide notice to CONTRACTOR of the total amount of billable services including administrative fees authorized and will issue a purchase order documenting the amount authorized at the beginning of each year. COUNTY may, in its sole discretion, increase the amount authorized by issuing a new or amended purchase order.

CONTRACTOR shall not perform hourly business advisory services that exceed the value of approved purchase orders and COUNTY is not responsible to pay CONTRACTOR for any invoiced amounts in excess of approved purchase orders.

Reimbursable expenses

Except for the payments expressly set forth herein, costs and expenses for travel, airfare, lodging, per diem, parking, mileage, ground transportation, and all other costs or reimbursable expenses shall be paid by the CONTRACTOR and not reimbursed by the COUNTY.

2. Attachment A, Scope of Services, Service Delivery table, is deleted.
3. Attachment A, Section 1, Service Description, the paragraph beginning “Our 1:1 technical assistance approach” shall be amended to add the following new heading and paragraphs:

City Elevate Business Navigator Responsibilities, Expectations and Deliverables:

First Point of Contact in Cities of Bloomington and Minnetonka: CONTRACTOR will serve as the first point of contact for entrepreneurs and business owners across the business spectrum (from idea to second stage) in Bloomington and Minnetonka. CONTRACTOR will respond to client calls and emails within one business day, report numbers of inquiries, client hours per month to COUNTY.

Intake and Referral: CONTRACTOR will complete required Elevate Business intake and referral processes with an emphasis on assessing client interests and needs, making referrals and introductions to qualified advisors and resources based on client needs, and followup to ensure client progress toward their goals. CONTRACTOR will have established relationships with all advisors in the Elevate Business network and across the regional entrepreneurial ecosystem. CONTRACTOR will track client intake and referrals as directed by COUNTY.

Elevate Business Reporting: CONTRACTOR will maintain excellent record of clients served, technical assistance hours provided, invoicing, and outcomes reporting as directed by COUNTY. CONTRACTOR will meet all Elevate Business performance standards.

Networking: CONTRACTOR shall maintain current knowledgeable of the business community in each partner city and shall actively network with business owners by attending city events upon request, estimated at one event per month.

Support to City: CONTRACTOR will be available to city staff on regular basis to provide expertise, coordinate regarding city’s economic development efforts, and share expertise and current experiences with the business community. CONTRACTOR will

stay current on city economic development efforts and business issues as well as meet with city staff upon request at least once per month.

CONTRACTOR shall provide a quarterly report for each city to COUNTY detailing the activities and deliverables described above.

This Amendment shall be effective upon execution.

Except as herein amended, the terms, conditions and provisions of Agreement No. PR00004288 shall remain in full force and effect.

COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN
STATE OF MINNESOTA
By:

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Reviewed for COUNTY by:

ATTEST:

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Board Resolution No:
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By:

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Document Assembled by:

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CONTRACTOR

CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.*

By:

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*CONTRACTOR represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.