

Agenda
City of Minnetonka
City Council Regular Meeting
Monday, July 31, 2023
6:30 PM
Council Chambers



1. Call to Order
2. Pledge of Allegiance
3. Roll Call: Wilburn-Calvert-Schaeppi-Coakley-Kirk-Schack-Wiersum
4. Approval of Agenda
5. Approval of Minutes:
 - A. July 17, 2023 regular meeting minutes
6. Special Matters:
 - A. Hennepin County Sheriff Dawanna Witt presentation
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. Ordinance relating to campaign finance reports
 - B. Resolution supporting an application to Metropolitan Council Livable Communities Act – Affordable Homeownership Grant Program
 - C. Auto Theft Prevention Grant Agreements
11. Consent Agenda - Items Requiring Five Votes: None.
12. Introduction of Ordinances: None.
13. Public Hearings:
 - A. Temporary liquor license for the Minnetonka Rotary Club for Links & Libations event at 14350 Co Rd 62
 - B. On-sale brewer's taproom and Sunday liquor license, and brewer's off-sale intoxicating liquor licenses for Bremmick LLC, dba Boom Island Brewing, located at 5959 Baker Road, Ste. 320
14. Other Business:

- A. Concept plan for Wells Fargo redevelopment at 1809 Plymouth Road
 - B. Resolution establishing ballot question for proposed charter amendment
15. Appointments and Reappointments: None.
16. Adjournment

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

**Minutes
Minnetonka City Council
Monday, July 17, 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, Rebecca Schack, Kimberly Wilburn, Deb Calvert, Bradley Schaeppi, Kissy Coakley and Brad Wiersum were present.

Council Member Brian Kirk was excused.

4. Approval of Agenda

Schack moved, Calvert seconded a motion to accept the agenda as presented.
All voted "yes." Motion carried.

5. Approval of Minutes:

A. June 26, 2023 regular meeting minutes

Calvert moved, Schack seconded a motion to accept the minutes. Schack, Wilburn, Calvert, Schaeppi and Wiersum voted "yes." Coakley "abstained".
Motion carried.

B. June 26, 2023 study session minutes

Calvert moved, Schack seconded a motion to accept the minutes. Schack, Wilburn, Calvert, Schaeppi and Wiersum voted "yes." Coakley "abstained".
Motion carried.

6. Special Matters:

A. Strategic Profile quarter two report

City Manager Mike Funk gave the staff report.

Schaeppi stated it was exciting to see the city making progress on its metrics. His hope was that as the city moves forward it could improve upon livable and well planned developments while diversifying its housing options.

7. Reports from City Manager & Council Members

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

Calvert stated today was the first of three meetings for the Improving Service Delivery Policy Committee for the League of Minnesota Cities. She explained this committee was addressing services provided by cities such as water, sewer, police, fire, etc.

Coakley commented on the seriousness of opioids and the use of fentanyl. She stated she has had two people she knew that overdosed on fentanyl and one survived the overdose while the other did not. She asked how the city was responding to overdoses in the community.

Coakley discussed how important it was to draw younger people and people of color into working for the city.

Schaeppi applauded the time and effort of the residents that pursued the rank choice voting petition.

Wiersum reported he sits on the policy committee for improving fiscal futures for the League of Minnesota Cities. He discussed the policies this committee was working on, on behalf of the State of Minnesota.

8. Citizens Wishing to Discuss Matters not on the Agenda

John Meyers, 5105 Stony Ridge Court, expressed concerns with the level of traffic along Old Excelsior Boulevard. He provided the council with a packet of information and asked for help in addressing the reckless, speeding drivers along Old Excelsior Boulevard. He commented on an accident that occurred in his yard when an out of control vehicle came onto his property and snapped an 18" tree and moved a one ton boulder. He noted the mobile speed tracker caught a vehicle driving 52 miles per hour down Old Excelsior Boulevard. He discussed how dangerous it was for students to cross this roadway and noted a larger number were driving over 40 miles per hour. He stated after having discussions with his neighbors, there was agreement that speed and reckless driving along Old Excelsior Boulevard has to be addressed as soon as possible.

Wiersum thanked Mr. Meyers for his presentation and encouraged Mr. Meyers to contact the city council if he would like to further discuss this matter.

Ann Jennings, 6006 Clarion Pass, noted she has been a resident of Minnetonka for almost 40 years. She indicated she represented the Scoreboard Bar & Grill on Shady Oak Road and 62. She reported this was a destination location and she was asking for consideration in acquiring a charitable gambling license. She explained her family has been in the restaurant business for over 90 years. She stated her grandfather opened Jennings Tavern right after prohibition and her dad owned Jennings Red Coach Inn and several other establishments including the Scoreboard. She reported her dad passed away four years ago and she was now back in the restaurant business. She discussed the issues she has been facing since COVID, such as inflation, hiring challenges and the realignment of employees. She commented on how a charitable gambling license would improve operations at the Scoreboard and requested the council consider a license for her establishment.

Wiersum thanked Ms. Jennings for her thorough report.

Luke Derheim, Duke's on 7 co-owner, thanked the council for being welcoming to him as a new restaurant in the community. He stated he operates five restaurants in the metro area and this was one of the easiest experiences he had opening a restaurant. He encouraged the city council to consider having charitable gambling in the community because this was lacking in Minnetonka. He discussed how charitable gambling would assist with raising money for local youth organizations along with scholarships for students.

9. Bids and Purchases: None.

10. Consent Agenda – Items Requiring a Majority Vote:

A. Resolution approving a conditional use permit for a telecommunication tower at 6120 Blue Circle Drive

Calvert moved, Schack seconded a motion to adopt Resolution 2023-045. All voted “yes.” Motion carried.

B. Resolution approving a conditional use permit for telecommunication antennas and accessory equipment at 501 Carlson Parkway

Calvert moved, Schack seconded a motion to adopt Resolution 2023-046. All voted “yes.” Motion carried.

C. Ordinance relating to release of impounded animals

Calvert moved, Schack seconded a motion to adopt Ordinance 2023-09. All voted “yes.” Motion carried.

11. Consent Agenda – Items requiring Five Votes: None.

A. Conditional use permit, with a variance, for medical clinics at 12501 Whitewater Drive

Schack moved, Wilburn seconded a motion to adopt Resolution 2023-047. All voted “yes.” Motion carried.

12. Introduction of Ordinances:

A. Ordinance relating to campaign finance reports

City Attorney Corrine Heine gave the staff report.

Wilburn moved, Coakley seconded a motion to introduce the ordinance. All voted “yes.” Motion carried.

13. Public Hearings: None.

14. Other Business:

A. Agreements related to Homes Within Reach (HWR)

Community Development Director Wischnack gave the staff report.

Schack moved, Calvert seconded a motion to adopt Resolution 2023-048. All voted “yes.” Motion carried.

15. Appointments and Reappointments:

A. Sustainability commission appointments

City Manager Mike Funk gave the staff report.

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

16. Adjournment

Wilburn moved, Calvert seconded a motion to adjourn the meeting at 7:56 p.m. All voted “yes.” Motion carried.

Respectfully submitted,

Becky Koosman
City Clerk

**City Council
Agenda Item 10.A
Meeting of July 31, 2023**



Title: Ordinance relating to campaign finance reports
Report from: Corrine Heine, City Attorney
Submitted Through: Moranda Dammann, Assistant City Manager
Mike Funk, City Manager
Presenter: Corrine Heine, City Attorney

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

Summary Statement

The proposed amendment conforms the city ordinance to a change in state law.

Recommended Action

Adopt the ordinance.

Strategic Profile Relatability

Financial Strength & Operational Excellence

Compliance with state law is an essential operating goal of the city.

Financial Consideration

No

Background

During the 2023 legislative session, the Minnesota Legislature amended Minn. Stat. § 211A.02, to require that campaign finance reports for local elections must be filed 10 days before the primary, “regardless of whether the candidate or issue is on the primary ballot or a primary is not conducted.” (2023 Minn Laws, ch. 62, Art. 4, § 126) Minnetonka does not hold primaries for municipal elections, and the Section 110.010 of the city code requires that a campaign finance report be filed 50 days before a general or special election.

The proposed amendment conforms the city ordinance to state law. It requires that a report be filed 10 days before the second Tuesday in August, for any general election; that date is the same date on which a primary would be conducted, if the city had a primary. For special elections, the proposed ordinance requires that the report be filed 10 days before the uniform election date that precedes the special election date by at least 74 days. Under state law, a special election can only be conducted on specified days that occur in the months of February, April, May, August or November. In addition, special primary elections must comply with all statutory deadlines for the conduct of elections. A key deadline is that the

city clerk must provide the county auditor with the names to be placed on the ballot at least 74 days prior to the election. The language in the ordinance therefore specifies a date that would coincide with 10 days prior to a special primary date, if the city held primary elections.

ATTACHMENTS:

[2023.Ordinance amending 110.010](#)

Ordinance No. 2023-__

**An Ordinance relating to campaign finance reports; amending
section 110.010 of the Minnetonka City Code**

The City of Minnetonka Ordains:

Section 1. Section 110.010, subdivision 2 of the Minnetonka City Code, relating to campaign financial reports, is amended to read as follows:

2. Timing of Reports.

a. An initial report must be filed within 14 days after the candidate or committee receives contributions or makes disbursements of more than \$50.00.

b. The committee or candidate must file a report by January 31 of each year following the year when the initial report was filed.

c. In addition, in a year when the candidate's name or a ballot question appears on the ballot, the candidate or committee must file a report as follows:

(1) ten calendar days before the second Tuesday in August, for a general election or, if a special election is being held, ten calendar days prior to the uniform election date that precedes the special election date by at least 74 days;

(2) ten calendar days before the general election or special election; and

(3) thirty calendar days after a general or special election.

d. A candidate or committee must file a final campaign financial report when all debts have been settled and all assets in excess of \$100.00 in the aggregate are eliminated. The final report may be filed for the period from the last previous report to the date of the final report.

Section 2. This ordinance is effective 30 days after publication.

Adopted by the city council of the City of Minnetonka, Minnesota, on

Brad Wiersum, Mayor

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

Attest:

Becky Koosman, City Clerk

Action on this Ordinance:

Date of introduction: July 17, 2023

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 meeting held on

Becky Koosman, City Clerk

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

**City Council
Agenda Item 10.B
Meeting of July 31, 2023**



Title: Resolution supporting an application to Metropolitan Council Livable Communities Act – Affordable Homeownership Grant Program

Report from: Rob Hanson, Economic Development Coordinator

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

Presenter: Julie Wischnack, AICP, Community Development Director

Action Requested: Motion

Form of Action: Resolution

Votes needed: 4 votes

Summary Statement

The Metropolitan Council requires a resolution of local support for any city applying for Local Housing Incentives Account (LHIA) program funding. The city intends to apply for funding through the LHIA Homeownership Grant Program.

Recommended Action

Adopt the resolution.

Strategic Profile Relatability

Community Inclusiveness

Grants through the Affordable Homeownership Pilot support affordable development opportunities in parts of the region where it is challenging to do so.

Financial Consideration

Yes

Cities are required to provide a one-to-one match for awarded funds. If the city receives an award, the match will come from budgeted funds for the proposed project site. The maximum pool of funding is \$2.9 million through the program. There is no funding limit for how much each city can receive through the grant.

Background

See Attached Report

ATTACHMENTS:

[Attached Report](#)
[Resolution](#)

Background

The Metropolitan Council solicits annually for Livable Communities affordable housing grants. The Affordable Homeownership Grant program is one of several available grants through the Metropolitan Council. Affordable Homeownership grants support affordable homeownership development, including acquisition, construction, or rehabilitation.

Preferred projects emphasize creating homeownership opportunities for disadvantaged populations and creating opportunities in areas where housing costs make it challenging to own for low-to-moderate-income households.

This funding application would support the creation of affordable housing opportunities at 5432 Rowland Rd. There is a total funding pool of \$2.9 million for projects in 2023, with no limit on funding amount per city per round.

Eligible uses of grant funds include:

- Land acquisition
- Demolition
- Site prep
- Rehabilitation
- General construction
- Roofing
- HVAC

Applications through this program are due on Aug 7, 2023. Awards are announced in September and awards are available in October. The grant period is three years from the date of the award.

Supplemental Information

[Baker / Rowland Project Page](#)

Resolution No. 2023

Resolution Identifying the Need for LCA-Affordable Homeownership Grant Funds and Authorizing an Application

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

Section 1. Background.

- 1.01. The City of Minnetonka participates in the Livable Communities Act's Local Housing Incentives Account Program for 2023, as determined by the Metropolitan Council. It is therefore eligible to apply for Livable Communities Act Affordable Homeownership funds.
- 1.02. The city has identified a site that meet the Affordable Homeownership program purposes and criteria and is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide.
- 1.03. The city has the institutional, managerial and financial capability to ensure adequate project administration.
- 1.04. The city certifies that it will comply with all applicable laws and regulations as stated in the grant agreement.
- 1.05. The city acknowledges Livable Communities Act- Affordable Homeownership grants intend to fund projects or project components. These projects can serve as models, examples, or prototypes for development or development projects elsewhere in the region and therefore represent that the proposed project or key components can be replicated in other metropolitan-area communities.
- 1.06. Only a limited amount of grant funding is available through the Metropolitan Council's Livable Communities Act- Affordable Homeownership during each funding cycle. The Metropolitan Council has determined it is appropriate to allocate those scarce grant funds only to eligible projects that would not occur without the available grant funding.

Section 2. Council Action.

- 2.01. After appropriate examination and due consideration, the city council;
 1. Finds that it is in the best interests of the city's development goals and priorities for the proposed project to occur at this particular time.
 2. Finds that the project component(s) for which Livable Communities Act- Affordable Homeownership funding is sought:
 - a. Will not occur solely through private or other public investment within the foreseeable future; and
 - b. Will occur within three years after a grant award only if Livable Communities Act- Affordable Homeownership grant funding is made available for this project at this time.

- 2.02. The city council represents that the city has undertaken reasonable and good faith efforts to procure funding for the project component(s) for which Livable Communities Act-Affordable Homeownership funding is sought but was not able to find or secure from other sources funding that is necessary for project component completion within three years and states that this representation is based on the following reasons and supporting facts:
1. Livable Communities Act-Affordable Homeownership is a primary funding source for the uses requested in the application. The requested elements may not be of the quality or demonstration value possible without an award of Livable Communities Act-Affordable Homeownership funds.
- 2.03 The mayor and city manager are hereby authorized to submit on behalf of the city an application for Metropolitan Council Livable Communities Act-Affordable Homeownership funds for the project component(s) identified in the application and to execute such agreements as may be necessary to implement the project on behalf of the city.

Adopted by the City Council of the City of Minnetonka, Minnesota, on July 31, 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:

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 July 31, 2023.

Becky Koosman, City Clerk

**City Council
Agenda Item 10.C
Meeting of July 31, 2023**



Title: Auto Theft Prevention Grant Agreements

Report from: Rachel Meehan, Police Captain

Submitted Through: Scott Boerboom, Police Chief
Darin Nelson, Finance Director
Mike Funk, City Manager

Presenter: Rachel Meehan, Police Captain

Action Requested: Motion

Form of Action: Resolution

Votes needed: 4 votes

Summary Statement

The Minnetonka Police Department wishes to enter into two Auto Theft Prevention grant agreements with the State of Minnesota, acting through its Commissioner of Commerce (“State”). The Auto Theft Prevention Equipment grant will allow for the purchase of equipment during the period from July 1, 2023 through June 30, 2025, and the Auto Theft Prevention Dedicated Investigator grant will support the position of a dedicated auto theft investigator during the period from July 1, 2023 through June 30, 2026. The total amount the City of Minnetonka will be awarded for both grants is \$435,433.

Recommended Action

Adopt the resolution.

Strategic Profile Relatability

Safe & Healthy Community

We are dedicated to protecting the quality and dignity of life in our community. These grant awards would allow us to continue that commitment by having a dedicated investigator and the necessary equipment needed to investigate auto theft and auto related crimes.

Financial Consideration

Yes

There is no financial consideration for the Auto Theft Prevention Equipment grant as the equipment costs are expected to be less than the grant award of \$126,433. Under the Auto Theft Prevention Dedicated Investigator grant, the state would cover \$103,000 per year for the cost of the investigator with the city fiscal's responsibility estimated at \$37,000 per year during the grant period. (The total employee cost, including wages and benefits is estimated at \$140,000.)

Background

In 2021, the Minnetonka Police Department was awarded an Auto Theft Prevention Grant from the Minnesota Department of Commerce in response to an increased number of stolen vehicles and crime that was being perpetuated utilizing them. The grant allowed the police department to lease automatic license plate reader equipment to assist with the recovery of stolen vehicles and reduce secondary crimes associated with them. The grant covered the equipment for a period of two years, at the end of which the leased equipment would be returned to the vendor.

Minnetonka officers successfully utilized the grant funded equipment to increase the number of recovered stolen vehicles and prevented numerous dangerous pursuits. The officers developed a strategy for not only locating and recovering stolen vehicles used to commit further crimes, but we were also able to minimize the danger to the community by apprehending the suspects before they were able to flee the officers. Between 2021 and 2022 officers recovered 83 stolen vehicles and returned them to their owner.

This year, the Minnetonka Police Department re-applied for the Auto Theft Prevention Equipment grant, this time requesting the automatic license plate reader (ALPR) equipment, and the purchase of surveillance cameras and intelligence software in order to continue to enhance the ability to locate, capture and prosecute individuals using stolen vehicles as a tool to conduct further criminal activity. The police department also applied for an additional grant, the Auto Theft Prevention Dedicated Investigator grant, that would help supplement the cost of having an investigator dedicated to the investigation of auto theft and auto related crimes. The department was fortunate enough to have been awarded both grants.

The goal of the grants is first and foremost to prevent auto theft crime in Minnetonka, as well as decrease other crimes associated with the vehicle thefts by continuing to utilize the LPR's to locate and track stolen vehicles. The additional surveillance cameras and intelligent software would provide a margin of safety for responding officers in knowing the number of occupants in the vehicle. The surveillance cameras also provide irrefutable evidence for identification of the occupants and enhance prosecution outcomes. The grant funded position would allow for a dedicated investigator who already has experience with auto theft, and complex investigations to singularly devote their resources to this growing trend. That person would investigate vehicle theft and other related vehicle crimes, and manage all of the logistics that surround the ALPR equipment. The position will allow the investigator to develop expertise in crime trends related to vehicle thefts and groups or individuals who are committing these crimes. The investigator will work closely with the crime analyst utilizing intelligence-based data to not only successfully put together cases for charging but to proactively target high crime areas that are and have been victimized by theft from auto. This position will also allow the investigator to build partnerships with various other law enforcement agencies, and share his/her knowledge to the department assisting the patrol division in making intelligence based patrolling.

Adopting the resolution to accept the Auto Theft Prevention grants that allow for the purchase of automatic license plate readers and other equipment, and supports the position of a full-time dedicated auto theft investigator, would allow the police department to continue to combat not only auto thefts, but secondary crimes as well.

ATTACHMENTS:

[Auto Theft Prevention Equipment Grant Contract](#)

[Auto Theft Prevention Dedicated Investigator Grant Contract](#)

[Resolution](#)

**STATE OF MINNESOTA
GRANT CONTRACT**

This grant contract is between the State of Minnesota, acting through its Commissioner of Commerce (“State”) and Minnetonka Police Department, 14600 Minnetonka Blvd, Minnetonka, MN, 55345 (“Grantee”).

Recitals

1. Under [Minn. Stat. § 216C.02](#), subd. 1, the State is empowered to enter into this grant.
2. The State is in need of assistance to reduce the incidence of automobile theft and automobile theft-related crime.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn. Stat. § 16B.98](#), subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** 07/01/2023, or the date the State obtains all required signatures under [Minn. Stat. § 16B.98](#), subd. 5, whichever is later. Per, [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State’s Authorized Representative to begin the work.**
- 1.2 **Expiration date:** 06/30/2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

3 Grantee’s Duties

The Grantee, who is not a state employee, will:

- 3.1 Comply with required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), Subd. 4 (a) (1).
- 3.2 Execute the duties set forth in Exhibit A, which is attached and incorporated into this grant contract.
- 3.3 Reporting Requirements
 - 3.3.1 Financial Reporting. Grantee shall submit a financial reporting form to the State’s Authorized Representative utilizing the format identified by the State within 30 days after the end of the reporting period.
 - 3.3.2 Progress Reporting. Grantee shall use forms prescribed by the State to submit a quarterly progress detailing progress achieved towards the accomplishment of the program goals and objectives within 30 days after the end of the reporting period.
 - 3.3.3 Auto Theft Data. Grantees, who are local or county law enforcement agencies, shall provide reports of all reported motor vehicle thefts and reported stolen vehicle recovered in by their agency to the State at least monthly and within five (5) business days of the end of each month. Such information shall include the following fields: Date of theft or recovery, license plate, VIN, vehicle year, vehicle make, and vehicle model, and location of theft or recovery.
 - 3.3.4 Other Requirements. Grantee shall submit such other reports and attend meetings and training as State shall reasonably request.
 - 3.3.5 Evaluation. The State shall have the authority, during the course of this grant period, to conduct evaluations of the performance of the Grantee.
 - 3.3.6 Requirement Changes. The State may modify or change all reporting forms at its discretion during the grant period.

3.3.7 Special Requirements. The State reserves the right to include in the grant, at any time during the term of the grant, special administrative requirements deemed necessary to assure the Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

3.4 Equipment

3.4.1 Definitions. Equipment and materials include items and supplies purchased with grant funds. This may include, but is not limited to, GPS trackers, cameras, computer software, ALPR's, and bait cars. Capital equipment is defined as a single item purchased with a value of \$5,000.00 or more.

3.4.2 Purpose. All equipment and materials purchased with grant funds shall be used primarily for the purpose of the grant for the entire duration of the term of the agreement.

3.4.3 Inventory. The Grantee shall place all equipment and materials having a value of over \$100 purchased with grants funds on a grant property inventory form. The inventory form must be submitted with quarterly reports. The Grantee shall provide a copy of the grant inventory to the State's Authorized Representative.

3.4.4 Inspection. The Grantee shall make all equipment and materials purchased with grants funds available for inspection by the State's Authorized Representative.

3.4.5 Replacement. The Grantee is responsible for replacing or repairing property which is lost, stolen, damaged or destroyed. Any loss, damage or theft of equipment must be investigated and fully documented and made part of the official grant contract records. Stolen property must be reported promptly to the appropriate law enforcement agency and a copy of the report retained in the program files.

3.4.6 Discontinuation of Use During Grant Term. If the Grantee ceases using equipment (including capital equipment) or materials for the intended purpose during the term of the agreement, the Grantee shall contact the State's Authorized Representative for disposition of property instructions. Disposition may include sale, transfer to the State, or transfer to another grantee.

3.4.7 Discontinuation of User of Capital Equipment. Capital equipment must be retained in inventory for a five-year period or when the value of the equipment has depreciated to less than \$5,000, whichever comes first. If the Grantee ceases using capital equipment for the intended purpose during this time, the Grantee shall contact the State's Authorized Representative for disposition of property instructions. Disposition may include sale, transfer to the State, or transfer to another grantee.

3.5 Personnel. If the grant provides funding for personnel, the funded personnel shall work on grant activities. Full-time funded positions must work exclusively on grant activities, excluding ancillary duties such as training, meetings, covering a court calendar, assisting others on a short-term project. Part-time or overtime funding positions must keep a record of their hours spent on grant activities. The Grantee shall inform the State's Authorized Representative of the staff names who are assigned to and funded by the grant. If staff are reassigned or discontinued for more than 14 days, the grantee shall promptly notify the State's Authorized Representative.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

4.1.1 **Compensation.** The Grantee will be paid, upon reimbursement, an amount not to exceed:

4.1.1.1 \$88,723.00 available for fiscal year 2024

4.1.1.2 \$37,710.00 available for fiscal year 2025

of actual eligible costs incurred in the performance of the Grantee's duties according to the breakdown of costs contained in the grant budget (Exhibit B), which is attached and incorporated into this grant contract.

4.1.2 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed: \$126,433.00.

- 4.2 Line-Item Changes.** Expenditures specified in Exhibit B may not be moved from one line-item to another unless in accordance with the requirements listed below:
- 4.22.1 Any changes to the line-item budget must advance the purpose of the Automobile Theft Prevention Grant Program and must remain within the total dollar amount available for each fiscal year.
 - 4.22.2 Any fund transfers must be approved in advance in writing by the State’s Authorized Representative and will not be effective until an amendment to this Agreement has been executed.
 - 4.22.3 The State may refer approval requests for line-item transfer(s) to the Automobile Theft Prevention Advisory Board to review for reasonableness.
- 4.23 Payment**
- 4.23.1 **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services. Invoices must be submitted timely upon completion of services, but not more often than monthly. The state fiscal year is July 1 to June 30 of each year. Amounts submitted on each invoice must reflect goods ordered and services rendered during the specific invoice period for each invoice. The final invoice pertaining to each state fiscal year of this grant contract must be received by the close of business on July 31 following the end of the fiscal year.
 - 4.23.2 **Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.
- 4.24 Contracting and Bidding Requirements.** Per [Minn. Stat. § 471.345](#), Grantees that are municipalities as defined in subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.
- 4.24.1 If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. § 16C.28](#), subd. 1, paragraph (a), clause (2).
 - 4.24.2 If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. § 16C.28](#), subd. 1, paragraph (a), clause (2) and paragraph (c).
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6.1.1.1 Modifying your geographic area served

6.1.1.2 Changing organizations involved in activities provided in Exhibit A (expansion, contraction or revision)

6.1.1.3 Revising activities and timelines in Exhibit A

6.1.1.4 Amending the number of activities or number of individuals you proposed to serve

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6.1.2 Purchase of capital equipment not specified in Exhibit B.

6.2.3 Purchase of equipment not specified in Exhibit B.

6.2.4 Reallocation of funds in Exhibit B from one line item to another.

6.2.5 Sub-Contracts, according to Clause 4.3 Contracting and Bidding Requirements, of \$5,000.00 or more.

6.2.6 Out of state travel when grant funds are used.

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7 Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.

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9 State Audits

Under [Minn. Stat. § 16B.98](#), subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by

the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

- 10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
- 10.2 **Intellectual Property Rights.** The Grantee shall own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant contract.
- 10.3 **License to the State.** Subject to the terms and conditions of this grant contract, the Grantee hereby grants to the State a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify distribute, perform and otherwise use the works and documents for any and all purposes, in all forms and manners that the State, in its sole discretion, deems appropriate. The Grantee shall upon the request of the State, execute all papers and perform all other acts necessary, to document and secure said right and license to the works and documents by the State. At the request of the State, the Grantee shall permit the State to inspect the original documents and provide a copy of any of the document to the State, without cost, for use by the State in any manner the State, in its sole discretion, deems appropriate.
- 10.4 **Obligations.** Grantee represents and warrants that materials produced or used under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to reasonable attorneys' fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in Grantee's or the State's opinion is likely to arise, Grantee shall, at the State's discretion, either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

11 Workers' Compensation

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

12 Publicity and Endorsement

- 12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.
- 12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

- 14.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if: 1) it does not obtain funding from the Minnesota Legislature, or other funding source; or 2) if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or electronic notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

--signatures on next page--

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

DocuSigned by:

Signed:

Carla Collins

0EAA8561D3244F4...

Date: 7/5/2023

Grant Contract / PO: SC# 231905
FY24 PO# 3-17214

3. MN DEPARTMENT OF COMMERCE

(with delegated authority)

By:

Title:

Date:

2. MINNETONKA POLICE DEPARTMENT

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

DocuSigned by:

Scott Boerboom

2B72AD173434445...

Scott Boerboom

Chief of Police

7/5/2023

Distribution:

MN Dept. of Commerce, Accounting Dept.
Grantee
State's Authorized Representative (copy)

Grantee's Duties

A. Project Goal: __Equipment Grants

B. The Grantee shall do all things necessary to complete the following tasks according to the following schedule:

Task	Description	Completion Date
Task 1. Equipment		
1.1.	Purchase orders for equipment authorized to be purchased with grant funds will be made within 30 days of the start of the State's Fiscal Year.	7/30/2023 & 7/30/2024
1.2.	Equipment purchased will be installed and operational by the end of the calendar year.	12/31/2023 & 12/31/2024
1.3.	The use of equipment will be tracked and reported to the State Quarterly.	
1.4.	An evaluation of the equipment will be completed in quarterly reports and the final report.	Ongoing
Task 2. Meetings		
2.1.	The agency will send a representative to intelligence meetings/trainings organized by the State.	Every other Month
Task 3. Reporting/Invoicing		
3.1.	Conduct conferences as needed with the State's Authorized Representative to apprise him/her on progress accomplishments and issues encountered.	Ongoing
3.2.	Schedule project update meetings as necessary to inform the State's Authorized Representative of deviations to the project schedule, the need to modify the scope of the project or at the request of the State's Authorized Representative to discuss any item related to the project's progress.	
3.3.	Keep the State's Authorized Representative apprised of any changes to personnel assigned to work on the grant.	
3.4.	On monthly basis submit (within 5 business days following the end of the month):	7/1/2023 – 6/30/2025
3.4.1	A list of the vehicles reported stolen/recovered the grantee agency, such reports shall include the date, location, VIN, License plate, year, make, and model.	
3.5.	On a quarterly basis submit (within 30 days following the end of the quarter):	
3.5.1	Invoices and supporting documentation to the State for the preceding quarter's work completed within the project scope; and	
3.5.2	Budget overview for the preceding quarter's expenses and expenses to date using the details in Exhibit B.	
3.5.3	Statistical reports (template provided by the State) related to motor vehicle thefts for the past quarter.	
3.5.4	Reports (template provided by the State) documenting the activities funded i for the past quarter.	
3.5.5	Submit an equipment use log and inventory of equipment purchased with grant funds quarterly.	
3.5.6	A narrative report (template provided by the State) documenting grantees progress, challenges and suggestions.	
3.6.	Submit the Final Report, including executive summary, and a final invoice to the State upon completion of the project.	7/30/2025

Exhibit B**Grantee's Budget**

Budget: The Grantee's eligible costs include actual costs incurred invoiced as reimbursement per State requirements. These costs include labor/fringe, subcontractors, equipment, marketing, printing, materials, supplies, and travel (subject to the guidelines of the "Commissioner's Plan"). These costs are reflected in the following categories which align with the Tasks in Exhibit A.

Category	FY 2024	FY 2025	Total Amount
1. Personnel	\$ 0.00	\$ 0.00	\$ 0.00
2. Payroll Tax & Fringe	\$ 0.00	\$ 0.00	\$ 0.00
3. Contract Services	\$ 6,240.00	\$ 6,240.00	\$ 12,480.00
a. Investigative Data Portal	\$6,240	\$6,240	
4. Travel	\$ 0.00	\$ 0.00	\$ 0.00
5. Training	\$ 0.00	\$ 0.00	\$ 0.00
6. Office Expense	\$ 0.00	\$ 0.00	\$ 0.00
7. Program Expenses	\$ 0.00	\$ 0.00	\$ 0.00
8. Equipment Over \$5,000 Per Unit	\$ 81,643.00	\$ 31,470.00	\$ 113,113.00
a. LPR Quick Deploy x6	\$17,970	\$17,970	
b. Camera Upgrade LPR x6	\$13,500	\$13,500	
c. Rapid Review	\$8,458		
d. Axiss LE Camera x5	\$23,545		
e. Router and Hardware x5	\$10,890		
f. Point to Point	\$7,280		
9. Other	\$ 840.00	\$ 0.00	\$ 0.00
a. Shipping	\$840		
Total Grant Award:	\$ 88,723.00	\$ 37,710.00	\$ 126,433.00

**STATE OF MINNESOTA
GRANT CONTRACT**

This grant contract is between the State of Minnesota, acting through its Commissioner of Commerce (“State”) and Minnetonka Police Department, 14600 Minnetonka Blvd, Minnetonka, MN, 55345 (“Grantee”).

Recitals

1. Under [Minn. Stat. § 216C.02](#), subd. 1, the State is empowered to enter into this grant.
2. The State is in need of assistance to reduce the incidence of automobile theft and automobile theft-related crime.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn. Stat. § 16B.98](#), subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** 07/01/2023, or the date the State obtains all required signatures under [Minn. Stat. § 16B.98](#), subd. 5, whichever is later. Per, [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State’s Authorized Representative to begin the work.**
- 1.2 **Expiration date:** 06/30/2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

3 Grantee’s Duties

The Grantee, who is not a state employee, will:

- 3.1 Comply with required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), Subd. 4 (a) (1).
- 3.2 Execute the duties set forth in Exhibit A, which is attached and incorporated into this grant contract.
- 3.3 Reporting Requirements
 - 3.3.1 Financial Reporting. Grantee shall submit a financial reporting form to the State’s Authorized Representative utilizing the format identified by the State within 30 days after the end of the reporting period.
 - 3.3.2 Progress Reporting. Grantee shall use forms prescribed by the State to submit a quarterly progress detailing progress achieved towards the accomplishment of the program goals and objectives within 30 days after the end of the reporting period.
 - 3.3.3 Auto Theft Data. Grantees, who are local or county law enforcement agencies, shall provide reports of all reported motor vehicle thefts and reported stolen vehicle recovered in by their agency to the State at least monthly and within five (5) business days of the end of each month. Such information shall include the following fields: Date of theft or recovery, license plate, VIN, vehicle year, vehicle make, and vehicle model, and location of theft or recovery.
 - 3.3.4 Other Requirements. Grantee shall submit such other reports and attend meetings and training as State shall reasonably request.
 - 3.3.5 Evaluation. The State shall have the authority, during the course of this grant period, to conduct evaluations of the performance of the Grantee.
 - 3.3.6 Requirement Changes. The State may modify or change all reporting forms at its discretion during the grant period.

3.3.7 Special Requirements. The State reserves the right to include in the grant, at any time during the term of the grant, special administrative requirements deemed necessary to assure the Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

3.4 Equipment

3.4.1 Definitions. Equipment and materials include items and supplies purchased with grant funds. This may include, but is not limited to, GPS trackers, cameras, computer software, ALPR's, and bait cars. Capital equipment is defined as a single item purchased with a value of \$5,000.00 or more.

3.4.2 Purpose. All equipment and materials purchased with grant funds shall be used primarily for the purpose of the grant for the entire duration of the term of the agreement.

3.4.3 Inventory. The Grantee shall place all equipment and materials having a value of over \$100 purchased with grants funds on a grant property inventory form. The inventory form must be submitted with quarterly reports. The Grantee shall provide a copy of the grant inventory to the State's Authorized Representative.

3.4.4 Inspection. The Grantee shall make all equipment and materials purchased with grants funds available for inspection by the State's Authorized Representative.

3.4.5 Replacement. The Grantee is responsible for replacing or repairing property which is lost, stolen, damaged or destroyed. Any loss, damage or theft of equipment must be investigated and fully documented and made part of the official grant contract records. Stolen property must be reported promptly to the appropriate law enforcement agency and a copy of the report retained in the program files.

3.4.6 Discontinuation of Use During Grant Term. If the Grantee ceases using equipment (including capital equipment) or materials for the intended purpose during the term of the agreement, the Grantee shall contact the State's Authorized Representative for disposition of property instructions. Disposition may include sale, transfer to the State, or transfer to another grantee.

3.4.7 Discontinuation of User of Capital Equipment. Capital equipment must be retained in inventory for a five-year period or when the value of the equipment has depreciated to less than \$5,000, whichever comes first. If the Grantee ceases using capital equipment for the intended purpose during this time, the Grantee shall contact the State's Authorized Representative for disposition of property instructions. Disposition may include sale, transfer to the State, or transfer to another grantee.

3.5 Personnel. If the grant provides funding for personnel, the funded personnel shall work on grant activities. Full-time funded positions must work exclusively on grant activities, excluding ancillary duties such as training, meetings, covering a court calendar, assisting others on a short-term project. Part-time or overtime funding positions must keep a record of their hours spent on grant activities. The Grantee shall inform the State's Authorized Representative of the staff names who are assigned to and funded by the grant. If staff are reassigned or discontinued for more than 14 days, the grantee shall promptly notify the State's Authorized Representative.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

4.1.1 **Compensation.** The Grantee will be paid, upon reimbursement, an amount not to exceed:

4.1.1.1 \$103,000.00 available for fiscal year 2024

4.1.1.2 \$103,000.00 available for fiscal year 2025

4.1.1.3 \$103,000.00 available for fiscal year 2026

of actual eligible costs incurred in the performance of the Grantee's duties according to the breakdown of costs contained in the grant budget (Exhibit B), which is attached and incorporated into this grant contract.

4.1.2 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed: \$309,000.00.

- 4.2 Line-Item Changes.** Expenditures specified in Exhibit B may not be moved from one line-item to another unless in accordance with the requirements listed below:
- 4.20.1 Any changes to the line-item budget must advance the purpose of the Automobile Theft Prevention Grant Program and must remain within the total dollar amount available for each fiscal year.
 - 4.20.2 Any fund transfers must be approved in advance in writing by the State’s Authorized Representative and will not be effective until an amendment to this Agreement has been executed.
 - 4.20.3 The State may refer approval requests for line-item transfer(s) to the Automobile Theft Prevention Advisory Board to review for reasonableness.
- 4.21 Payment**
- 4.21.1 **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services. Invoices must be submitted timely upon completion of services, but not more often than monthly. The state fiscal year is July 1 to June 30 of each year. Amounts submitted on each invoice must reflect goods ordered and services rendered during the specific invoice period for each invoice. The final invoice pertaining to each state fiscal year of this grant contract must be received by the close of business on July 31 following the end of the fiscal year.
 - 4.21.2 **Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.
- 4.22 Contracting and Bidding Requirements.** Per [Minn. Stat. § 471.345](#), Grantees that are municipalities as defined in subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.
- 4.22.1 If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. § 16C.28](#), subd. 1, paragraph (a), clause (2).
 - 4.22.2 If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. § 16C.28](#), subd. 1, paragraph (a), clause (2) and paragraph (c).
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- 4.22.5 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. § 177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

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The State's Authorized Representative is **Joseph Boche**, Special Agent, Phone 651-539-1608, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

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9 State Audits

Under [Minn. Stat. § 16B.98](#), subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

- 10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
- 10.2 **Intellectual Property Rights.** The Grantee shall own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant contract.
- 10.3 **License to the State.** Subject to the terms and conditions of this grant contract, the Grantee hereby grants to the State a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify distribute, perform and otherwise use the works and documents for any and all purposes, in all forms and manners that the State, in its sole discretion, deems appropriate. The Grantee shall upon the request of the State, execute all papers and perform all other acts necessary, to document and secure said right and license to the works and documents by the State. At the request of the State, the Grantee shall permit the State to inspect the original documents and provide a copy of any of the document to the State, without cost, for use by the State in any manner the State, in its sole discretion, deems appropriate.
- 10.4 **Obligations.** Grantee represents and warrants that materials produced or used under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to reasonable attorneys' fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in Grantee's or the State's opinion is likely to arise, Grantee shall, at the State's discretion, either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

11 Workers' Compensation

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

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if: 1) it does not obtain funding from the Minnesota Legislature, or other funding source; or 2) if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or electronic notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure


Under [Minn. Stat. § 270C.65](#), subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

--signature line on next page--

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

DocuSigned by:

Signed: 

0EAAB561D3244F4...

Date: 7/5/2023

Grant Contract / PO: SC# 231988 / FY24 PO# 3-17220

2. MINNETONKA POLICE DEPARTMENT

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

Scott Boerboom

Chief of Police

3. MN DEPARTMENT OF COMMERCE

(with delegated authority)

By: _____

Title: _____

Date: _____

Distribution:

MN Dept. of Commerce, Accounting Dept.

Grantee

State's Authorized Representative (copy)

Grantee's Duties

A. Project Goal: __Dedicated Investigator Grant – Full Time_____

B. The Grantee shall do all things necessary to complete the following tasks according to the following schedule:

Task	Description	Completion Date
Task 1.	Investigations & Case Review	Ongoing
1.1.	A single investigator (Auto Theft Investigator) shall be assigned to auto theft and review all cases in the service area where a stolen vehicle was taken, recovered, or involved.	
1.2.	As determined by agency priorities the Auto Theft Investigator will follow up on those cases.	
1.3.	The Auto Theft Investigator will only be assigned to cases related to the theft of a motor vehicle. (Auto theft related includes not only the theft of a vehicle, but also, parts, theft from and crimes committed where the vehicle is used to facilitate other crimes, for example, theft of mail, shoplifting, burglary.) (The investigator may continue to assist other investigators as needed from time to time.)	
1.4.	The investigator will track their activities and provide, a case log, statistics, and a narrative report quarterly.	
Task 2.	Training	At least annually
2.1.	The investigator will attend auto theft related trainings.	
2.2.	Training activities will be reported quarterly.	
Task 3.	Meetings	Every other Month
3.1.	The investigator will attend intelligence meetings/trainings organized by the State.	
Task 4.	Reporting/Invoicing	Ongoing
4.1.	Conduct conferences as needed with the State's Authorized Representative to apprise him/her on progress accomplishments and issues encountered.	
4.2.	Schedule project update meetings as necessary to inform the State's Authorized Representative of deviations to the project schedule, the need to modify the scope of the project or at the request of the State's Authorized Representative to discuss any item related to the project's progress.	
4.3.	Keep the State's Authorized Representative apprised of any changes to personnel assigned to work on the grant.	
4.4.	On monthly basis submit (within 5 business days following the end of the month):	7/1/2023 – 6/30/2025
4.4.1	A list of the vehicles reported stolen/recovered the grantee agency, such reports shall include the date, location, VIN, License plate, year, make, and model.	
4.5.	On a quarterly basis submit (within 30 days following the end of the quarter):	
4.5.1	Invoices and supporting documentation to the State for the preceding quarter's work completed within the project scope; and	
4.5.2	Budget overview for the preceding quarter's expenses and expenses to date using the details in Exhibit B.	
4.5.3	Statistical reports (template provided by the State) related to motor vehicle thefts for the past quarter.	
4.5.4	Reports (template provided by the State) documenting the activities funded investigators for the past quarter.	
4.5.5	A narrative report (template provided by the State) documenting grantees progress, challenges and suggestions.	
4.6.	Submit the Final Report, including executive summary, and a final invoice to the State upon completion of the project.	7/30/2025

Exhibit B**Grantee's Budget**

Budget: The Grantee's eligible costs include actual costs incurred invoiced as reimbursement per State requirements. These costs include labor/fringe, subcontractors, equipment, marketing, printing, materials, supplies, and travel (subject to the guidelines of the "Commissioner's Plan"). These costs are reflected in the following categories which align with the Tasks in Exhibit A.

Category	FY 2024	FY 2025	FY 2026	Total Amount
Personnel	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 300,000.00
Training/Travel	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,000.00
Total Grant Award:	\$ 103,000.00	\$ 103,000.00	\$ 103,000.00	\$ 309,000.00

Resolution No. 2023-

Resolution

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

Section 1. Background.

1.01. The Minnetonka Police Department wishes to enter into two Auto Theft Prevention grant agreements with the State of Minnesota, acting through its Commissioner of Commerce ("State"). The Auto Theft Prevention Equipment grant will allow for the purchase of equipment during the period from July 1, 2023 through June 30, 2025, and the Auto Theft Prevention Dedicated Investigator grant will support the position of a dedicated auto theft investigator during the period from July 1, 2023 through June 30, 2026.

Section 2. Council Action.

2.01. The Chief of the Minnetonka Police Department is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the City of Minnetonka, subject to changes and final review by the City Attorney.

2.02. Be it further resolved that the Chief of Police of the Minnetonka Police Department is authorized to be the fiscal agent and administer this grant on behalf of the City of Minnetonka.

Adopted by the City Council of the City of Minnetonka, Minnesota, on July 31, 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 [_____].

Becky Koosman, City Clerk

**City Council
Agenda Item 13.A
Meeting of July 31, 2023**



Title: Temporary liquor license for the Minnetonka Rotary Club for Links & Libations event at 14350 Co Rd 62

Report from: Fiona Golden, Community Development Coordinator

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

Presenter: Julie Wischnack, AICP, Community Development Director

Action Requested: Public Hearing and Motion

Form of Action: License

Votes needed: 5 votes

Summary Statement

The city has received an application for a temporary on-sale liquor license from the Rotary Club of Minnetonka Foundation (The Rotary Club) for an indoor/outdoor fundraising event at the Glen Lake Golf and Practice Center, 14350 County Road 62. This event requires a public hearing.

Recommended Action

Grant the license.

Strategic Profile Relatability

N/A

Financial Consideration

No

Background

The Rotary Club requests approval for its 12th annual Links and Libations fundraising event on Thursday, Sept. 14, 2023, from 1-8 p.m. The Minnetonka Rotary Golf tournament is a charity event that raises money for the Hopkins/Minnetonka communities with 100% of the proceeds providing grants and scholarships to local non-profits whose mission is to serve and develop youth in the community.

The event includes a 9-hole golf tournament, wine and beer tasting event, food, a raffle, and a silent auction. Beer, wine, and food will be served both in the clubhouse and on the patio directly outside the clubhouse. The Rotary Club volunteers will be serving alcohol. The outside drinking area will be roped off, as is required for an outdoor event with alcohol. All participants will be required to register for the event and show identification that they are 21-years-of-age or older and will be required to wear a wristband verifying their age. The city has not encountered any issues with previous events.

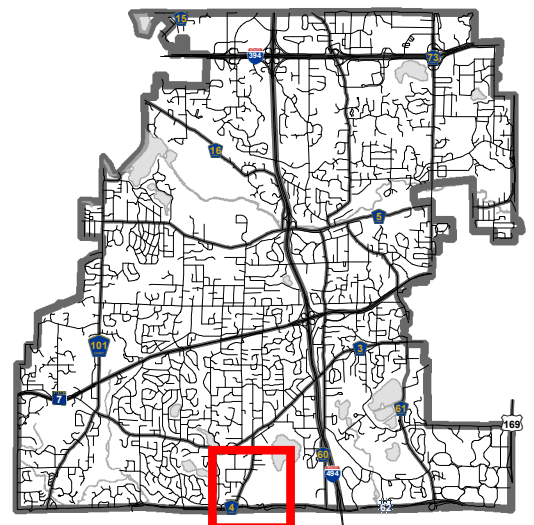
ATTACHMENTS:

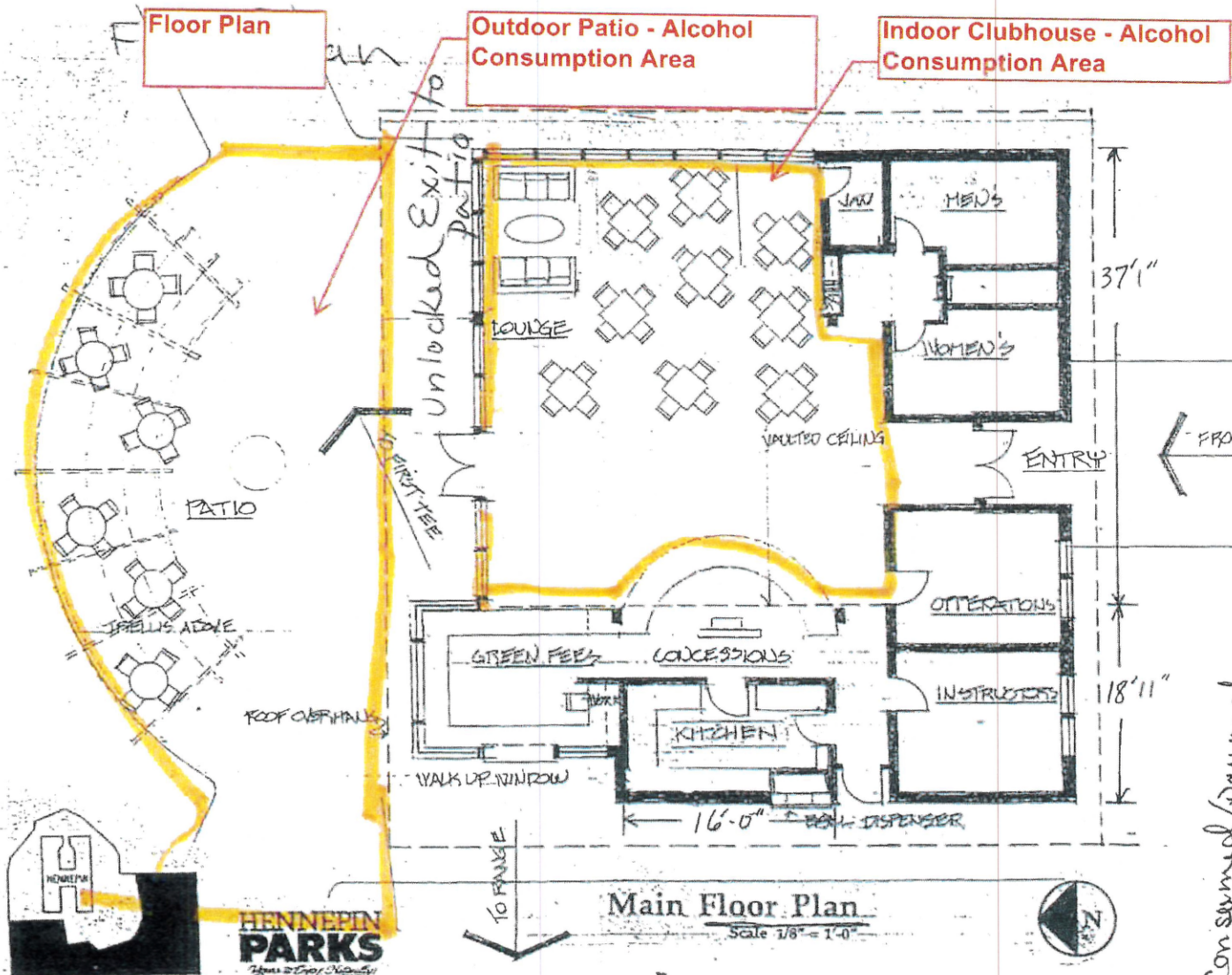
Attachments



Location Map

Project: The Rotary Club Links and Libations Fundraising Event
 Address: 14350 Co Rd 62





● = liquor consumed/paired

Glen Lake Golf Clubhouse

Site Plan



RAFFLE
WINE & BEER TASTING
FRESH GRILLED MEAL
SILENT AUCTION

LINKS & LIBATIONS

Minnetonka Rotary
Annual Charity Golf Open

REGISTER ONLINE AT
WWW.MINNETONKAROTARY.ORG

THURSDAY, SEPTEMBER 14, 2023
GOLFERS CHECK IN AT 1:30PM
TEE- OFF AT 2:30PM
FOOD & AUCTION 5:00 PM



To Whom it May Concern,

This letter is granting permission for the Minnetonka Rotary Club to host a golf/beer tasting event at Glen Lake Golf and Practice Center on Thursday September 14, 2023.

This permission is contingent on the Rotary Club securing proper license and liability insurance certificates.

Thank You,

Mark Hill
Operations Supervisor
Glen Lake Golf and Practice Center
763-694-7826

**City Council
Agenda Item 13.B
Meeting of July 31, 2023**



Title: On-sale brewer's taproom and Sunday liquor license, and brewer's off-sale intoxicating liquor licenses for Bremmick LLC, dba Boom Island Brewing, located at 5959 Baker Road, Ste. 320

Report from: Fiona Golden, Community Development Coordinator

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

Presenter: Julie Wischnack, AICP, Community Development Director

Action Requested: Public Hearing and Motion

Form of Action: License

Votes needed: 4 votes

Summary Statement

Bremmick LLC, dba Boom Island Brewing, has submitted an application for on-sale brewer's taproom and Sunday liquor license, and brewer's off-sale intoxicating liquor licenses. The application is due to a change in ownership from the previous licensee, Boom Island Brewing Company, LLC. The city council is required to hold two public hearings to consider the licenses and receive public testimony.

Recommended Action

Motion to continue the public hearing to Aug. 28, 2023, for final consideration.

Strategic Profile Relatability

N/A

Financial Consideration

N/A

Background

On [March 18, 2019](#), Boom Island Brewing Company, LLC, was approved to operate Boom Island Brewing. Bremmick LLC is proposing to purchase Boom Island Brewing Company and operate the taproom at 5959 Baker Road, Ste. 320. The sole proprietor of the new entity is Casey McCauley – Managing Member and CEO. Negotiations are taking place for the current General Manager and Head Brewer to continue the day-to-day operations. The change in ownership necessitates the need for a new liquor license. However, all other day-to-day operational aspects of the brewery will remain the same.

A complete application and license fees have been submitted. The police department's investigative report on this application is pending and will be forwarded to the council prior to the continued public hearing on Aug. 28, 2023.

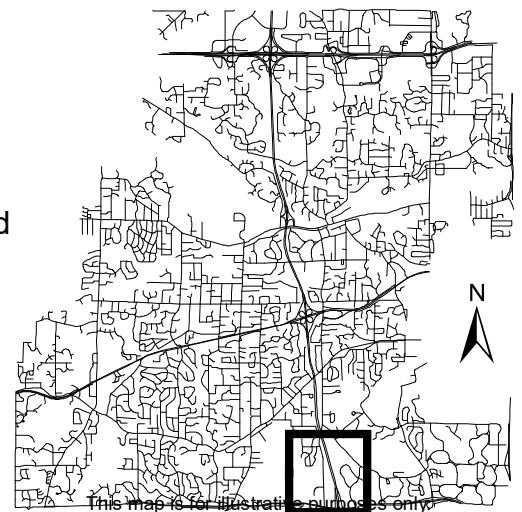
ATTACHMENTS:

[Attachments](#)



Location Map

Project: Bremmick LLC, dba Boom Island
 Brewing Co.
 Address: 5959 Baker Rd, Ste. 320



This map is for illustrative purposes only.

**City Council
Agenda Item 14.A
Meeting of July 31, 2023**



Title: Concept plan for Wells Fargo redevelopment at 1809 Plymouth Road

Report from: Susan Thomas, AICP, Assistant City Planner

Submitted Through: Julie Wischnack, ACIP, Community Development Director
Mike Funk, City Manager

Presenter: Loren Gordon, AICP, City Planner

Action Requested: Discussion

Form of Action: Other

Votes needed: N/A

Summary Statement

OneCorp Global, on behalf of Wells Fargo, has submitted a concept plan for the redevelopment of the property at 1809 Plymouth Road.

Recommended Action

Discuss the concept plan with the applicant. No formal action is required.

Strategic Profile Relatability

N/A

Financial Consideration

N/A

Background

See attached report.

ATTACHMENTS:

[Attached Report](#)

[Concept Plan Review Memo](#)

[Attachments](#)

Background

Over the last ten years, the Ridgedale area has been the focus of land use study and visioning, and significant public and private reinvestment. For example:

- The city-commissioned [Ridgedale Village Center Study](#) and developed a general vision for the future of the area. The master plan is intended to guide development decisions and provide strategies for land use, design, and key investments to keep the area vibrant and successful.
- The city-commissioned [Public Realm Guidelines](#) outline design recommendations for coordinating design and connections within the Ridgedale area.
- The [Ridgedale Drive improvement project](#) and [Ridgedale Commons Park](#) have recently been completed.

Concept

The submitted concept plan contemplates the removal of the existing Wells Fargo building and the construction of two buildings. Two fast-casual restaurants would occupy the northerly building, and a Wells Fargo branch and retailer would occupy the southern building.

The property is roughly two acres in size; it is located in the Planned I-394 District and is guided for mixed-use. The concept is consistent with the zoning and comprehensive guide plan designation.



Neighborhood Meeting

A virtual neighborhood meeting was held on Tuesday July 18, 2023. Roughly a dozen people attended the meeting. Questions were posed related to a traffic study “which the city has already commissioned,” construction timing, and future ownership/leasing. No specific comments about the concept were received.

Planning Commission Meeting

The planning commission viewed the concept on Thursday, July 20, 2023. Commissioners generally noted that there was merit in the concept proceeding to a formal development application, particularly as the office use on the site was no longer viable. Commissioners also noted:

- A traffic, vehicle and pedestrian circulation, and parking study should be completed as part of the formal process.
- The concept could benefit from increased landscaping, taking cues from Ridgedale Commons Park.
- Small retail sites in the area seem to have trouble keeping tenants; this should be considered.
- The buildings should be of an architectural style and incorporate quality materials consistent with other new buildings in the area.

No public comments were received.

City Council Meeting

The council is asked to answer the following questions:

1. Is there merit for this concept to proceed to a formal development review?
2. If yes, why? If not, why?
3. What would make this concept better?



14600 Minnetonka Blvd. | Minnetonka, MN 55345 | 952-939-8200 | minnetonkamn.gov

DATE: July 14, 2023

SUBJECT: Concept Plan Review Process

The concept plan review process was established by the city council in 2008. At that time, there was a sense that many controversial development projects had “a lot of momentum” before residents, commissioners, or councilmember had an opportunity to provide input. Though the concept plan review process was intended to provide that venue, council members did express some trepidation that the process may open the city up to criticism that “statements made [during this process] might contradict how a member ultimately votes on a project.” In other words, the process may set false and differing expectations for potential developers and the public.

What began as a process to engage the public and city leaders – to ground ideas and principles at a conceptual level – has essentially become a “pre-formal” development review process. Too often, the concept plan process has been dominated by premature questions about code compliance, business operations, and construction practices, rather than comments about basic land use and zoning policy. At the same time, development design teams produce detailed site and building plan information using sophisticated civil and architectural software systems. The level of detail requested and provided at the conceptual stage results in developers and residents having a higher desire to understand potential final outcomes. The process has become time-intensive for all involved.

Earlier this year, the city council requested that the concept plan review process be streamlined and its focus reset as a venue for providing high-level input. The revised process includes:

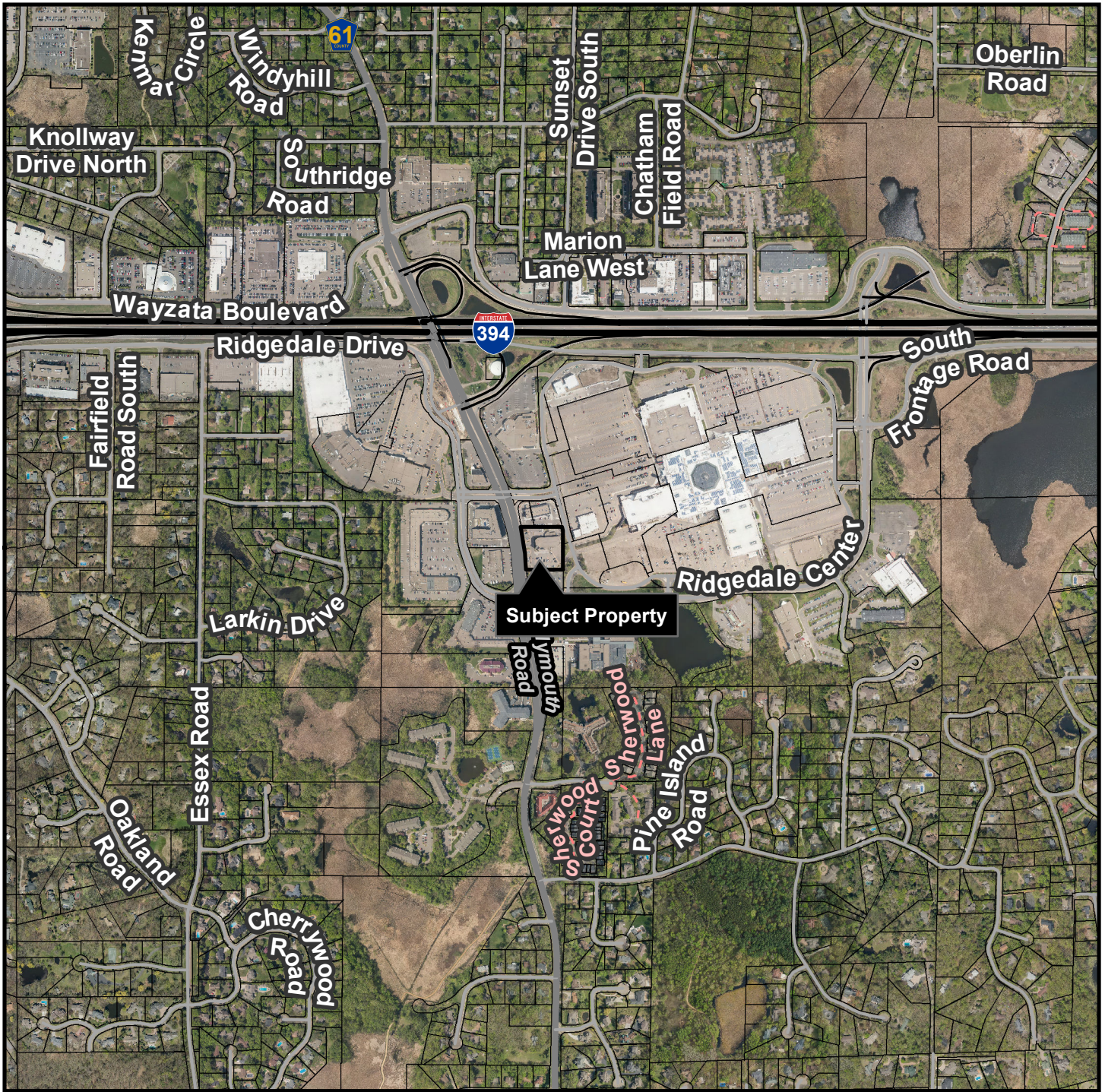
- **Neighborhood Meeting.** At this meeting, potential developers have an opportunity to introduce themselves and their development concept. Property owners are given the opportunity to provide feedback on the concept.
- **Concept Plan Page.** A page is set up on minnetonkamn.gov for each concept plan. Through this page, the public can view the concept plans and provide written comments to city staff.
- **Planning Commission Meeting.** At this meeting, potential developers have an opportunity to introduce themselves and their development concept. Commissioners will then be asked to provide answers to three questions:
 1. Is there merit for this concept to proceed to a formal development review?
 2. If yes, why? If not, why?
 3. What would make this concept better?

This meeting is the forum for commissioner feedback. However, the public is welcome to attend the meeting to observe and make comments for the public record. Staff encourages the comments to also focus the three concept questions outlined above.

- **City Council Meeting.** At this meeting potential developers have an opportunity to introduce themselves and their development concept. City councilmembers will be asked to provide answers to three questions:
 1. Is there merit for this concept to proceed to a formal development review?
 2. If yes, why? If not, why?
 3. What would make this concept better?

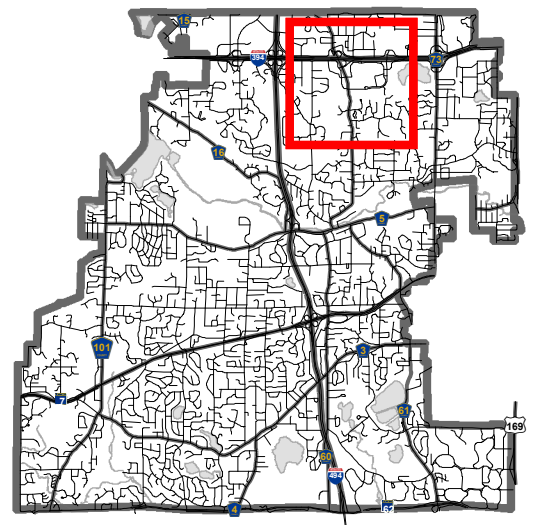
This meeting is the forum for councilmember feedback. While the public is welcome to attend the meeting to observe, no public comment will be taken.

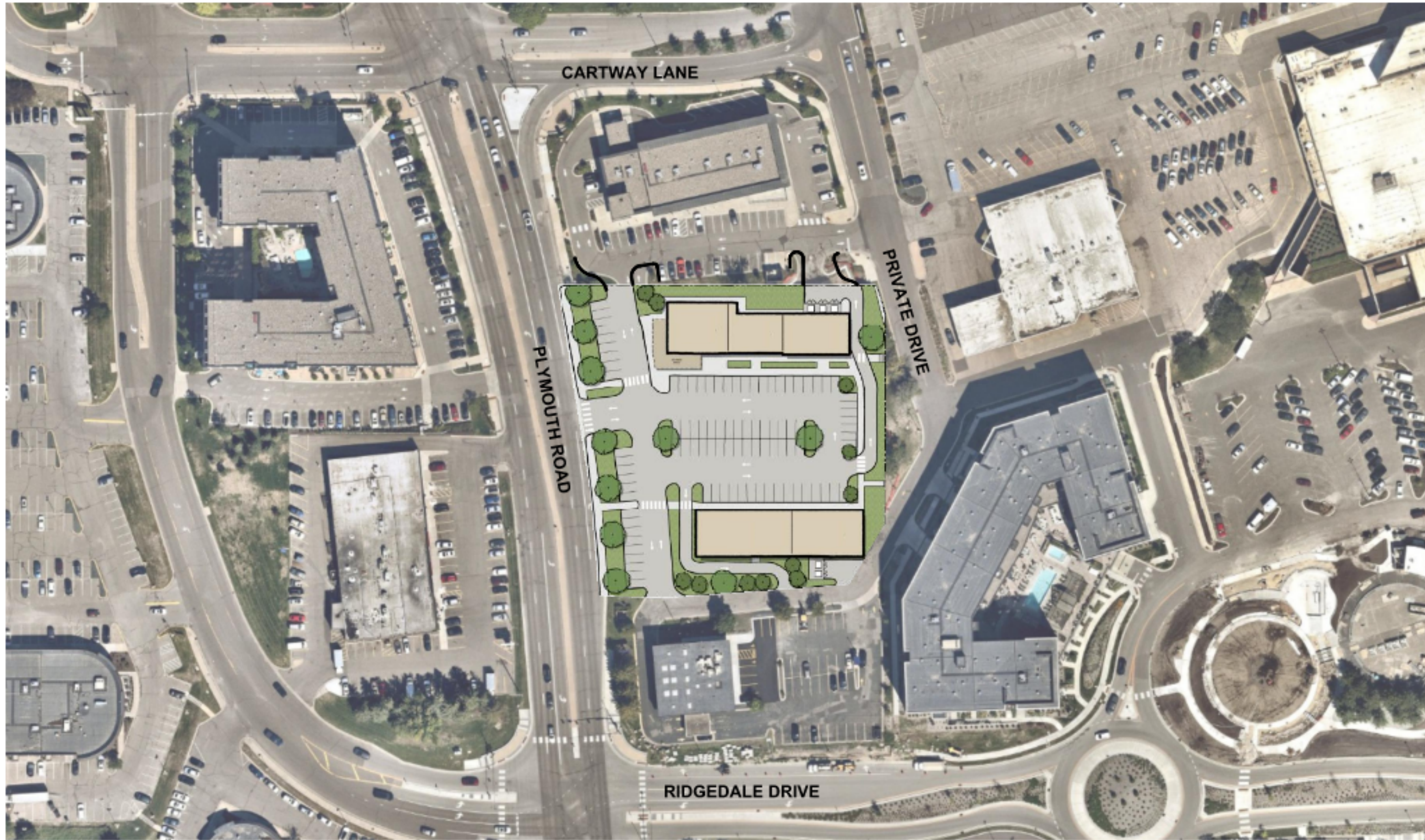
- **Follow-up.** After the neighborhood, commission, and council meetings are complete, staff will either provide a written memo or meet with the potential developer to go over the comments received. This is current staff practice and will continue.

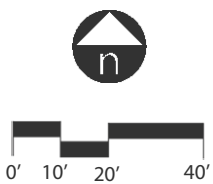


Location Map

Project: Wells Fargo
 Address: 1809 Plymouth Road









1 NORTH ELEVATION

1/8" = 1'-0"



2 EAST ELEVATION

1/8" = 1'-0"



3 WEST ELEVATION

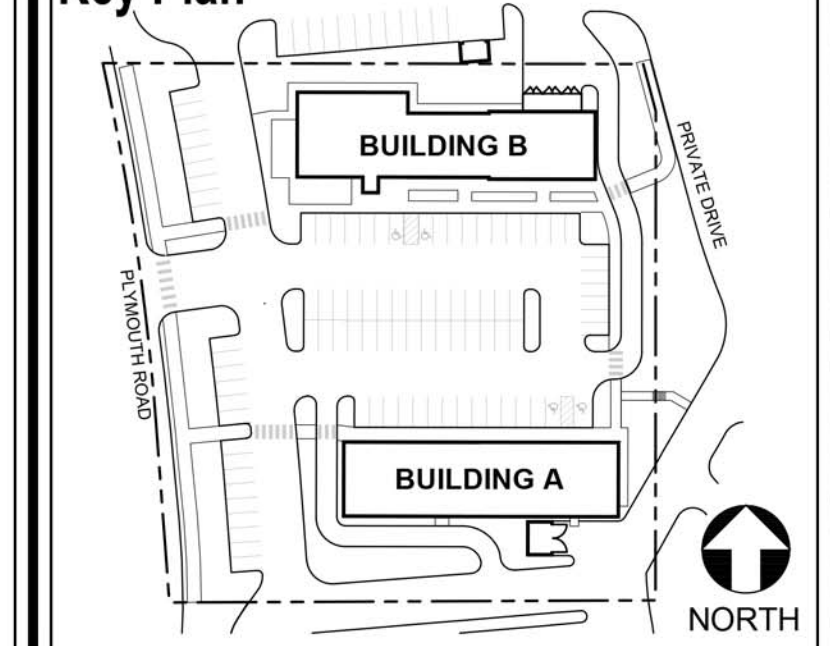
1/8" = 1'-0"



4 SOUTH ELEVATION

1/8" = 1'-0"

Key Plan



Mark	Revision / Issue	Date
	CITY SUBMITTAL	07-10-23

PRELIMINARY
NOT FOR CONSTRUCTION

**MINNETONKA
REDEVELOPMENT
- ONECORP**

**EXTERIOR
ELEVATIONS -
BUILDING 'A'**

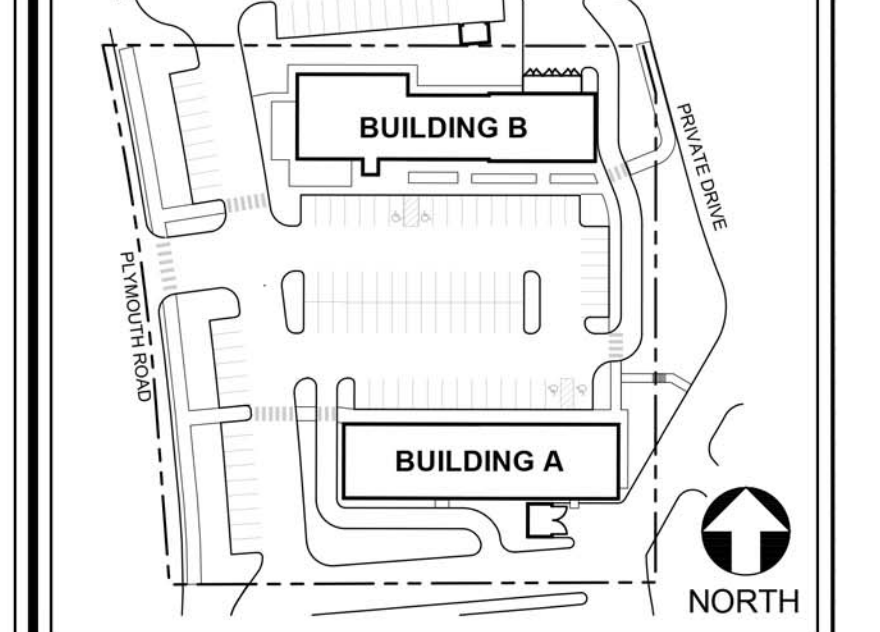
PROJECT NUMBER:	22-1045-01
ISSUED DATE:	07-10-23
DRAWN BY:	BL
CHECKED BY:	KA

A3.1

**ARCHITECTURAL
CONSORTIUM L.L.C.**

1600 West Lake Street, Suite 127 612-436-4030
Minneapolis, MN 55408 www.archconsort.com

Key Plan



Mark	Revision / Issue	Date
	CITY SUBMITTAL	07-10-23

**PRELIMINARY
NOT FOR CONSTRUCTION**

**MINNETONKA
REDEVELOPMENT
- ONECORP**

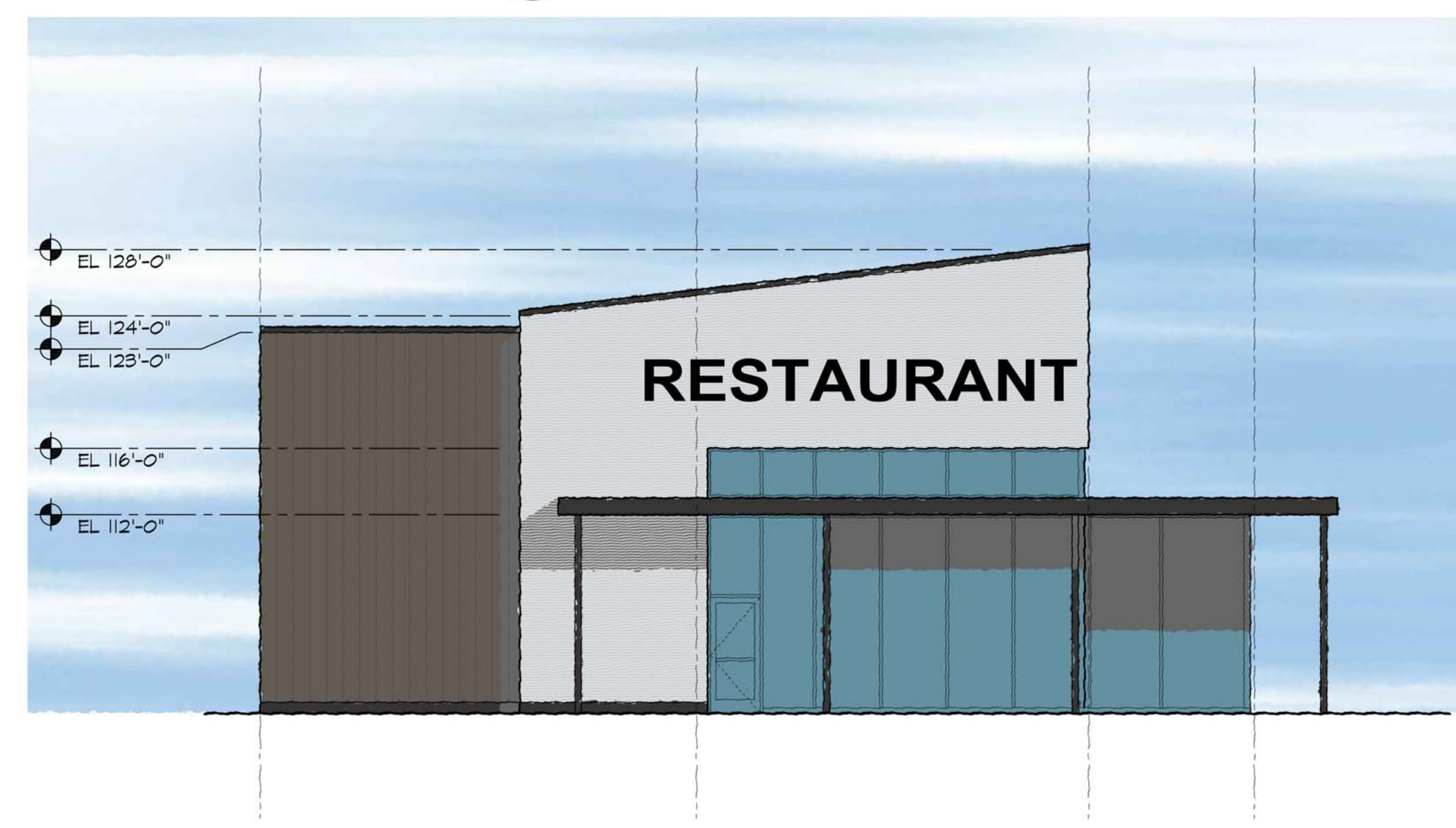
**EXTERIOR
ELEVATIONS -
BUILDING 'B'**

PROJECT NUMBER:	22-1045-01
ISSUED DATE:	07-10-23
DRAWN BY:	BL
CHECKED BY:	KA

A3.2



1 SOUTH ELEVATION



2 WEST ELEVATION



3 EAST ELEVATION



4 NORTH ELEVATION

The annual councilmembers and commissioners city tour is scheduled to be held on Aug. 31, 2023 at 5:30 p.m.

6. Report from Planning Commission Members

Chair Sewall thanked staff for organizing the annual boards and commissions dinner. The speaker did a great job.

7. Public Hearings: Consent Agenda: None

8. Public Hearings

A. Site plan review for a parking lot on the Cargill campus at 15407 McGinty Road West.

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

Cauley reported. She recommended approval of the application based on the findings and subject to the conditions listed in the staff report.

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

Waterman moved, second by Powers, to adopt the resolution on approving the parking lot expansion at 15407 McGinty Road and an adjacent, unaddressed parcel.

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

Chair Sewall stated that an appeal of the planning commission's decision must be made in writing to the planning division within 10 days.

9. Other Business

A. Concept plan review for the Wells Fargo site at 1809 Plymouth Road.

Chair Sewall introduced the concept plan and called for the staff report.

Thomas reported. Staff requested commissioners answer the following questions:

- Is there merit for this concept to proceed to a formal development review?
- If yes, why? If not, why?
- What would make this concept better?

Hector Vinas, president of OneCorp Global., representing the applicant, stated that:

- He appreciated Thomas' well done report.
- The proposal would allow Wells Fargo to continue operations while the new branch would be built. The existing building would be demolished once operations would be moved to the new building.
- He explained the site plan's traffic flow, parking areas and two drive-through locations.
- The style of the proposed building would fit in with surrounding buildings.

In response to Powers question, Mr. Vinas explained that the building would be the height of a two-story building. Adding a mixed-use was considered, but deemed unfeasible.

In response to Waterman's question, Mr. Vinas explained that the existing three-story building's only occupant is Wells Fargo.

In response to Chair Sewall's question, Mr. Vinas explained that it would cost approximately \$5 million to remove asbestos and make energy-efficient improvements to the existing building which would be cost prohibitive. Office occupancies are trending down.

Banks asked if the fast-casual restaurants would have outdoor seating. Mr. Vinas answered affirmatively.

Chair Sewall confirmed with Mr. Vinas that the entrance would stay on Plymouth Road as it is now. The amount of impervious surface on the site would remain about the same.

The public-input portion of the meeting was opened. No one chose to speak. The public-input portion of the meeting was closed.

Waterman stated that:

- The concept plan has merit to proceed with a formal application.
- The site is meant to be used for a commercial use. The surrounding sites have been redeveloped and look good.
- Banking has changed which may decrease the demand for parking stalls.
- He would like to see a traffic, parking and vehicle-stacking study with a formal application.

Powers stated that:

- He looks forward to seeing more of the building's architectural detail with a formal application.
- He suggested increasing the landscaping and making an urban-park feel.

Banks stated that:

- The concept plan has merit to move forward.
- The use fits the site.
- There would be sufficient parking.
- The proposed building makes sense.
- He would prefer one restaurant to be more of a family, sit-down one and the other a fast-casual restaurant.

Maxwell stated that:

- The concept plan has merit.
- The proposal would fit in the neighborhood.
- She would like a future application to show how the proposal would fit with the neighbors and the traffic flow. She visits the site once a week and usually misses the entrance to the drive through the first time.
- There are retail sites in the area that have been having trouble keeping a tenant.
- She suggested moving the restaurants to the south side to provide easier access for pedestrians to purchase food at the restaurants and then walk to Ridgedale Commons Park to eat and provide more green space.
- The site makes a lot of sense.
- She likes the concept plan overall.

Chair Sewall stated that:

- There is merit for the concept plan to move forward.
- The key to a successful application will be creating proper vehicle and pedestrian traffic flow.

Waterman suggested that the building utilize quality materials and have a style that would fit in with the other new buildings in the area.

10. Adjournment

Waterman moved, second by Maxwell, to adjourn the meeting at 7:25 p.m. Motion carried unanimously.

By: _____
Lois T. Mason
Planning Secretary

**City Council
Agenda Item 14.B
Meeting of July 31, 2023**



Title: Resolution establishing ballot question for proposed charter amendment

Report from: Corrine Heine, City Attorney

Submitted Through: Becky Koosman, City Clerk
Moranda Dammann, Assistant City Manager
Mike Funk, City Manager

Presenter: Corrine Heine, City Attorney

Action Requested: Motion

Form of Action: Resolution

Votes needed: 4 votes

Summary Statement

A voter-initiated petition to amend the city charter has been submitted to the city council. The council is required to receive the city clerk’s certificate of sufficiency and determine the wording of the ballot question for the Nov. 7, 2023 general municipal election.

Recommended Action

Adopt the resolution.

Strategic Profile Relatability

N/A

Financial Consideration

Yes

The addition of the ballot question will not affect the cost of administering the general election in November. There is a minor additional cost for communicating information about the ballot question to voters, but that cost can be handled within the existing budget.

Background

In 2020, Minnetonka voters approved an amendment to the city charter that required implementation of ranked choice voting for municipal elections. The city council implemented that amendment by adopting Ordinance No. 2021-04 on March 8, 2021. Under the charter amendment and Ordinance No. 2021-04, municipal elections no longer use primary elections to narrow the field of candidates. Instead, voters are allowed to provide preferential rankings of up to three candidates at the general municipal election. The winning candidate is determined by tabulating the cast votes in rounds and eliminating the candidate(s) receiving the lowest number of votes at each round. The city first used ranked choice voting for the municipal elections held on Nov. 2, 2021.

On July 7, 2023, a committee of residents presented a petition to the city clerk's office, seeking to amend the city charter by repealing ranked choice voting and returning to a system of primary and general elections. The city clerk presented the petition to the Minnetonka Charter Commission, and the commission in turn adopted a resolution on July 12, transmitting the petition to the city council. Under law, the city clerk had 10 days from July 12 to review the petition and determine whether it was legally sufficient. The city clerk completed her inspection and issued a certificate of sufficiency on July 13, 2023.

Amendments to the city charter are governed by Minnesota Statutes, section 410.12. Charters may be amended by one of four methods, of which a voter-initiated petition is one. The petition has been prepared and submitted in accordance with applicable law. Under section 410.12 and relevant court decisions, upon receipt of a petition that has been certified by the city clerk as sufficient, the city council is required to submit the proposed charter amendment to the voters. The only exception is in instances where the proposed charter amendment is "manifestly unconstitutional"; in those instances, the city council may decide not to submit the issue to the voters. Except for a minor and immaterial wording difference, the proposed amendment would reinstate the language in the charter that pre-dated the amendment approved by the voters in 2020. The proposed amendment is not unconstitutional, and the city is required to submit the amendment to the voters.

State law requires that the city council approve the form of the ballot question to be submitted to the voters. Courts generally defer to a council's decision on the wording of a ballot question, so long as the question fairly expresses the clear and essential purpose of the proposed amendment. The ballot language must be approved by resolution. In order to have the question appear on the Nov. 7, 2023 general municipal election, the city clerk must submit the ballot language to the county no later than August 25, 2023. A proposed resolution is provided.

The city may not expend any public funds to promote or oppose the amendment, but it may provide neutral information to educate voters about the issue presented. During the 2020 election, the city held voter education events and mailed out voter information. A significant voter education effort was needed because ranked choice voting was unfamiliar to many voters. Extensive voter education efforts will not be needed for this ballot question, because voters are familiar with primary and general elections and also have experience with ranked choice voting. The elections and communications staff had already planned to do a single mailer to all residents in September. That mailer will be increased in size in order to include information about the ballot question. The additional cost attributable to the larger-sized mailer is approximately \$2,850. The city will also post information to social media sites and the city website.

If 51 percent of the votes cast on the amendment are in favor of adoption of the amendment, the election certificate must be filed, and the amendment will take effect 30 days after the date of the election.

ATTACHMENTS:

[Resolution transmitting petition to council](#)
[City clerk's Certificate of Sufficiency](#)
[Resolution establishing the ballot question](#)
[Excerpt from Petition_Redacted](#)

MINNETONKA CHARTER COMMISSION

Resolution No. 2023-01

Resolution acknowledging receipt of petition for a charter amendment related to ranked choice voting

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

Section 1. Background.

1.01. On July 10, 2023, a petition for a charter amendment, consisting of 390 pages, was delivered to the staff liaison for the Minnetonka Charter Commission.

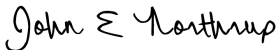
1.02. Pursuant to Minnesota Statutes § 410.12, the charter commission is required to receive the petition papers for a proposed charter amendment and transmit the same to the Minnetonka city council.

Section 2. Commission Action.

2.01. The charter commission acknowledges receipt of the petition for a charter amendment and directs the staff liaison to transmit the petition to the Minnetonka city council, in accordance with Minnesota Statutes § 410.12, by delivering the same to the city clerk, for verification and further processing.

Adopted by the charter commission of the City of Minnetonka, Minnesota, on July 12, 2023.

DocuSigned by:



33DA51746D05451...
John Northrup, Chair

Attest:

DocuSigned by:



9F25915D18EF439...
LuAnn Tolliver, Secretary

Action on this resolution:

- Motion for adoption: Larson
- Seconded by: Sodergren
- Voted in favor of: Larson-Panner-Schneider-Sodergren-Tolliver-Wiersum-Northrup
- Voted against: None
- Abstained: None
- Absent: Allendorf
- Resolution adopted.

**Certificate of Sufficiency
Ballot Question Petition for Charter Amendment
July 13, 2023**

I, Becky Koosman, City Clerk of the City of Minnetonka, Minnesota do hereby certify as follows:

1. A "Ballot Question – Petition for Charter Amendment to Repeal Ranked-Choice Voting in Minnetonka" was submitted to the Minnetonka city clerk's office on July 7, 2023 by a committee of Minnetonka residents. A total of 195 separate petitions were submitted by the committee simultaneously and accepted by Deputy City Clerk Kelsey Engelen.
2. In accordance with Minnesota Statutes, Section 410.12, I assembled all petition papers as a single document and submitted the petition to the Minnetonka Charter Commission on July 10, 2023, by providing the assembled petition to the staff liaison for the commission, City Attorney Corrine Heine.
3. The Minnetonka Charter Commission convened a special meeting on July 12, 2023 and at that meeting adopted Charter Commission Resolution No. 2023-01, accepting the petition and transmitting the petition to the Minnetonka City Council.
4. I personally, or authorized members of my office acting under my direct supervision, have inspected the form of the petition in the manner required by Minnesota Statutes- Section 410.12 and Minnesota Rules 8205.1050. My staff and I used the Minnesota Statewide Voter Registration System to verify that the signatures attached to the petition are signatures of registered voters in the city of Minnetonka. My staff and I completed our inspection of the assembled petition on July 13, 2023.
5. Based upon that inspection, I have determined that the petition is sufficient in all respects, as detailed below:
 - a. The petition satisfies the general form requirements found in Minnesota Rules 8205.1010.
 - b. Each of the 195 separate petitions that the petition committee submitted to the city contained an affidavit in the form required by Minnesota Statutes Section 410.12. However, one of the affidavits, which was attached to petition papers containing 10 signatures, did not contain the notary's seal. Those 10 signatures were not included in the number reported at paragraph 5.c.(3) below. The remaining 194 separate petitions satisfied all of the requirements of Minnesota Statutes Section 410.12.
 - c. The petition has been signed by the required number of signatories.
 - (1) Under Minnesota Statutes Section 410.12 a voter petition to amend a city charter must be signed by a number of voters equal to five percent of the total votes cast at the last previous state general election in the city.

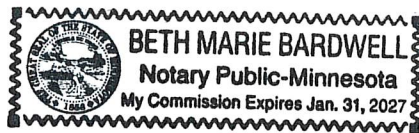
- (2) The number of total votes cast in the city at the 2022 state general election was 30,225, which results in a requirement of 1,512 signatures of registered voters on the petition.
- (3) The assembled petition contained a total of 1,760 signatures. My staff and I verified 1,570 signatures as signatures of registered voters in the City of Minnetonka. Some signatures were disqualified as not being signatures of registered voters or being duplicate signatures; 10 signatures were not counted due to the lack of a notary seal, as noted above; and some signatures were identified as requiring further review; however, further review was unnecessary because the threshold for 1,512 verified signatures had been surpassed.

Becky Koosman
 Becky Koosman, City Clerk

STATE OF MINNESOTA)
) SS.
 COUNTY OF HENNEPIN)

Signed and sworn to before me by Becky Koosman, City Clerk for the City of Minnetonka, Minnesota, on July 13, 2023.

(SEAL)



Beth Bardwell
 Notary Public

Resolution No. 2023-

Resolution establishing the ballot question for a proposed charter amendment regarding the method for electing the mayor and council members

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

Section 1. Background.

- 1.01. On July 7, 2023, a committee of Minnetonka residents submitted to the Minnetonka city clerk's office a "Ballot Question – Petition for Charter Amendment to Repeal Ranked-Choice Voting in Minnetonka." A total of 195 separate petitions were submitted by the committee simultaneously and accepted by Deputy City Clerk Kelsey Engelen.
- 1.02. As required by Minnesota Statutes, Section 410.12, City Clerk Becky Koosman assembled all petition papers as a single document and submitted the petition to the Minnetonka Charter Commission on July 10, 2023, by providing the assembled petition to the staff liaison for the commission, City Attorney Corrine Heine.
- 1.03. At a duly called special meeting of the Minnetonka Charter Commission on July 12, 2023, the commission adopted Charter Commission Resolution No. 2023-01, accepting the petition and transmitting the petition to the Minnetonka City Council.
- 1.04. Within the time period required by law, the city clerk inspected the petition as required by Minnesota Statutes, Section 410.12. On July 14, 2023, the city clerk issued a Certificate of Sufficiency, in which she determined that the petition complied with Minnesota Statutes, Section 410.12 and applicable Minnesota Rules, with respect to the form of the petition, and that the petition had been signed by a sufficient number of voters, in excess of five percent of the total votes cast at the last previous state general election.
- 1.05. The city clerk formally presented the Certificate of Sufficiency to the city council at a regular meeting on July 31, 2023.

Section 2. Council Action.

- 2.01. The city council acknowledges receipt of the petition from the Minnetonka Charter Commission and receipt of the Certificate of Sufficiency from the city clerk.
- 2.02. The amendment as proposed by the petition shall be submitted to the qualified voters of the City of Minnetonka, for adoption or rejection, at the November 7, 2023 general municipal election.
- 2.03. The city clerk is directed to take the necessary steps for preparation of the ballot as may be required by law.
- 2.04. The title and language of the question to be submitted to the voters shall be presented as City Question 1, as follows:

PROPOSED CHARTER AMENDMENT:
REPEAL OF RANKED CHOICE VOTING FOR MUNICIPAL ELECTIONS

Shall the Minnetonka City Charter be amended to require that the method for electing the Mayor and City Council members be changed from ranked choice voting, which does not have a separate primary election, to a process using primary and general elections?

YES _____

NO _____

2.05. The city clerk and communications manager are authorized and directed to prepare and disseminate information to the voters regarding the ballot question, within the approved budget for those divisions.

Adopted by the City Council of the City of Minnetonka, Minnesota, on July 31, 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 July 31, 2023.

Becky Koosman, City Clerk

BALLOT QUESTION - PETITION FOR CHARTER AMENDMENT TO REPEAL RANKED-CHOICE VOTING IN MINNETONKA

The purpose of this Petition is to repeal ranked-choice voting in the City of Minnetonka, restore free and fair elections to their prior form. Text of the proposed amendment in full is attached hereto, as required by Minnesota Statute §410.12, Subdivision 1. The undersigned petition the city council for its adoption or for its submission to the voters for their approval or disapproval.

You are being asked to sign a petition. You must be a resident of, and a registered voter in, the City of Minnetonka. All signers must include their entire residence address and the date of signing. Every person signing this petition must do so in the presence of the person circulating the petition. SIGNER'S OATH: "I swear (or affirm) that I know the contents and purpose of this petition and that I signed the petition only once on my own free will." All information on this petition is subject to public inspection. All information must be filled in by person(s) signing the petition unless disability prevents the person(s) from doing so.

DATE	PRINT FIRST, MIDDLE, AND LAST NAME	YEAR OF BIRTH	SIGNATURE	RESIDENCE ADDRESS (number and street, not a P.O. Box)	CITY	COUNTY
7/6/23	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	MINNETONKA	Hennepin
7/6/23	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	MINNETONKA	Hennepin
7/6/23	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	MINNETONKA	Hennepin
7/6/23	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	MINNETONKA	Hennepin

State of Minnesota.....) The undersigned, being duly sworn, deposes and says that the affiant, and the affiant only, personally circulated the foregoing paper, that all the signatures appended thereto were made in the affiant's presence, and County of Hennepin.....) that the affiant believes them to be the genuine signatures of the persons whose names they purport to be.



- This ordinance is sponsored by the following committee of City of Minnetonka residents who are eligible voters:
1. Ann Aanestad, 4255 Oak Drive Lane, Minnetonka, MN 55343;
 2. Ellen Cousins, 4531 Greenwood Dr., Minnetonka, MN 55343;
 3. Stacy Cranbrook, 13636 Spring Lake Rd, Minnetonka, MN 55345;
 4. Colleen Haggart, 5270 Crestwood Dr., Minnetonka, MN 55343;
 5. Dan Kral, 3532 Tonkawood, Minnetonka, MN 55345.

Allen W. Cousins
 (Print Name of Circulator)

[Signature]
 (Signature of Circulator)

Subscribed and sworn to before me this
 Day of July, 2023.
[Signature]
 (Signature Notary Public)

AN ORDINANCE AMENDING SECTIONS 2.06 AND 4.02 OF THE MINNETONKA CITY CHARTER, REGARDING ELECTONS; REQUIRING USE OF PRIMARY ELECTIONS

The City of Minnetonka Ordains:

Section 1. Preamble. The city council adopts this ordinance pursuant to Minnesota Statutes, Section 410.12, subdivision 5.

Section 2. Section 2.06, subdivision 5 of the Minnetonka city charter, relating to special elections to fill vacancies in the city council, is amended to read as follows:

Subd. 5. Special Election Requirements.

a. Except as provided in (b) below, special elections must be held at the earliest date possible under state law. The following provisions apply:

- (1) candidates must file for office no later than four weeks before the election;
- (2) no primary will be held; and
- (3) the candidate receiving the highest number of votes is elected.

b. If a special election occurs in the same year as a regular municipal election, the council may at its option schedule the special election to occur in conjunction with the regular municipal election rather than at the earliest possible date under state law. If adequate time exists to conduct a primary in compliance with state law for the special election, the provisions of subdivision 5.a above will not apply, and the special election will be conducted in the same manner as regular municipal elections.

Section 3. Section 4.02 of the Minnetonka city charter is amended to read as follows:

Sect 4.02 Primary Elections.

If one or two candidates file for a particular office, they are declared the nominees and no primary will be held. If three or more candidates file for a particular office, a primary election must be held to determine the nominees for that office. The primary for that office must be held according to the schedule for a primary before a state general election, except that it will be in the year of the city general election. In a primary, the two candidates receiving the most votes for each office are the sole nominees for that office at the regular city election.

MINNETONKA CHARTER COMMISSION

Resolution No. 2023-01

Resolution acknowledging receipt of petition for a charter amendment related to ranked choice voting

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

Section 1. Background.

1.01. On July 10, 2023, a petition for a charter amendment, consisting of 390 pages, was delivered to the staff liaison for the Minnetonka Charter Commission.

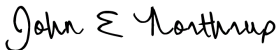
1.02. Pursuant to Minnesota Statutes § 410.12, the charter commission is required to receive the petition papers for a proposed charter amendment and transmit the same to the Minnetonka city council.

Section 2. Commission Action.

2.01. The charter commission acknowledges receipt of the petition for a charter amendment and directs the staff liaison to transmit the petition to the Minnetonka city council, in accordance with Minnesota Statutes § 410.12, by delivering the same to the city clerk, for verification and further processing.

Adopted by the charter commission of the City of Minnetonka, Minnesota, on July 12, 2023.

DocuSigned by:



33DA51748D05451...
John Northrup, Chair

Attest:

DocuSigned by:



9F25915D18EF439...
LuAnn Tolliver, Secretary

Action on this resolution:

Motion for adoption: Larson
Seconded by: Sodergren
Voted in favor of: Larson-Panner-Schneider-Sodergren-Tolliver-Wiersum-Northrup
Voted against: None
Abstained: None
Absent: Allendorf
Resolution adopted.